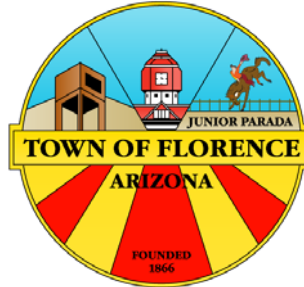


# TOWN OF FLORENCE REGULAR MEETING AGENDA

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, November 19, 2018**

**6:00 PM**

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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, November 19, 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. PRESENTATIONS**

- a. **Presentation celebrating** Laura Carter's retirement on November 30, 2018, after 20 years of service.
- b. **Presentation on the** Fiscal Year 2018-2019 First Quarter results and forecast for the remainder of the year. (Joe Jarvis)

**7. ADJOURN TO BOARD OF ADJUSTMENTS**

- a. **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. (Larry Harmer)

- b. **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. (Larry Harmer)

## **8. ADJOURN FROM BOARD OF ADJUSTMENTS**

### **9. 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 of the Intergovernmental** Agreement with The Florence Industrial Development Authority for use of the Suter House. (Bryan Hughes)
- b. **Approval of a Non-Exclusive** License Agreement with the Arizona National Guard. (Daniel Hughes)
- c. **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)
- d. **Approval of the upfit** of three Police Interceptors by Motorola Solutions, for an amount not to exceed \$47,200. (Joe Jarvis)
- e. Approval of the **October 1** and **October 15, 2018** Town Council Meeting minutes.
- f. Receive and file the following board and commission minutes:
  - i. **August 29, 2018** Historic District Advisory Commission Minutes

## **10. NEW BUSINESS**

- a. **Resolution No. 1684-18:** Discussion/Approval/Disapproval of 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. (Larry Harmer)
- b. **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. (Bryan Hughes)

## **11. MANAGER'S REPORT**

## **12. CALL TO THE PUBLIC**

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

## **14. ADJOURNMENT**

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

**POSTED ON NOVEMBER 15, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

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



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 6a.

**MEETING DATE:** November 19, 2018

**DEPARTMENT:** Community Services

**STAFF PRESENTER:** Bryan Hughes,  
Community Services Director

**SUBJECT:** Recognition of Laura Carter's Upcoming Retirement

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

**STRATEGIC PLAN REFERENCE:**

- Community Vitality     Economic Prosperity     Leadership and Governance
- Partnership and Relationships     Transportation and Infrastructure
- Statutory     None

**RECOMMENDED MOTION/ACTION:**

Recognition of Laura Carter's retirement and her 20 plus years of service to the Town of Florence, at the Dorothy Nolan Senior Center.

**BACKGROUND/DISCUSSION:**

On November 30, 2018, Laura Carter will retire from the Town of Florence after 20 plus years of service at the Dorothy Nolan Senior Center.

**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 COUNCIL ACTION FORM

### AGENDA ITEM 6b.

**MEETING DATE:** November 19, 2018

**DEPARTMENT:** Finance

**STAFF PRESENTER:** Joe Jarvis, Finance Director

**SUBJECT:** Presentation on the first quarter results of FY2018-2019

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other

**STRATEGIC PLAN REFERENCE:**

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

**RECOMMENDED MOTION/ACTION:**

A motion is not requested.

**BACKGROUND/DISCUSSION:**

The presentation includes the expense and revenue results of major sources. Based upon this and historical results, staff is presenting the forecasted estimates for the rest of the fiscal year.

**A VOTE OF NO WOULD MEAN:**

A vote is not requested.

**A VOTE OF YES WOULD MEAN:**

A vote is not requested.

**FINANCIAL IMPACT:**

Not applicable

**ATTACHMENTS:**

PowerPoint

# FY 2018-2019

FIRST QUARTER  
RESULTS AND  
FORECAST FOR  
THE REST OF THE  
YEAR

# Overview

FORECAST IS BASED ON DATA AS OF SEPTEMBER 30, 2018

# 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



<b>TITLE</b>	<b>1<sup>st</sup> Quarter FY17-18</b>	<b>BUDGET</b>	<b>1<sup>st</sup> Quarter FY18-19</b>	<b>FORECAST</b>	<b>Quarter comparison</b>
City Sales Tax	\$562,367	\$2,700,000	\$731,120	\$2,700,000	▲
City Food Tax	\$0	\$300,000	\$0	\$300,00	
Property Tax	\$1,522	\$1,000,000	\$2,329	\$1,000,000	▲
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- Revenue FY18-19

# General Fund-Expense FY18-19

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

# Other Funds-Major Revenue FY18-19

<b>TITLE</b>	<b>1<sup>st</sup> Quarter FY17-18</b>	<b>BUDGET</b>	<b>1<sup>st</sup> Quarter FY18-19</b>	<b>FORECAST</b>	<b>Quarter comparison</b>
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	▲
Sewer Fund	\$725,549	\$3,800,000	\$1,136,023	\$4,200,000	▲
Sanitation Fund	\$184,287	\$854,700	\$201,576	\$854,700	▲

# Other Funds-Expenses FY18-19

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<b>TITLE</b>	<b>1<sup>st</sup> Quarter FY17-18</b>	<b>BUDGET</b>	<b>1<sup>st</sup> Quarter FY18-19</b>	<b>FORECAST</b>	<b>Quarter comparison</b>
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	▲



Questions?

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	<b>TOWN OF FLORENCE BOARD OF ADJUSTMENT</b>	<u><b>AGENDA ITEM</b></u>  <u><b>7a and 7b.</b></u>
<b>MEETING DATE:</b>	November 19, 2018  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Larry Harmer, Community Development Director  <b>SUBJECT:</b> BOA-18-01 Burger King Variance for Electronic Reader Panel	<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Public hearing 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.

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

**BACKGROUND/DISCUSSION:**

Burger King began improvements to the building’s interior and exterior in October of 2017, to update accessibility and overall aesthetics. One of the remaining items to address in this improvement project is the highway frontage sign. The new sign will use the same location and support structure as the current one, but the new sign will be a monument sign that includes an Electronic Reader Panel, or Electronic Message Center (EMC), which is the industry term for this type of sign. This type of sign is not consistent with the current Town sign code for a fast-food restaurant and, therefore, requires a variance.

The primary reason the applicant has requested an Electronic Reader Panel sign is competitors such as McDonalds, Taco Bell, and Sonic all have an Electronic Reader Panel. Burger King sees this as an unfair advantage.

These restaurants received permission to use this type of sign, each in a different manner.

The McDonalds, on Pinal Parkway and Diversion Dam Road, received a variance for their electronic sign in 2004. On July 20, 2004, the Florence Board of Adjustments approved the variance. The approval allowed a ground sign ID and/or electronic reader board and a twenty-five-foot-high pole sign with the McDonalds Corporation Logo on it. In 2009, McDonalds applied to replace and upgrade the original reader board with an electronic reader panel on the existing pole sign. Staff approved of the change and agreed the improvements met the intent of the variance given in 2004.

Sonic went through a Design Review process during the construction of the restaurant in 2008. The package included a new Monument Sign, which was allowed per Town Code, even though the sign had an Electronic Reader Panel.

Taco Bell had a Monument Sign with an Electronic Reader Panel approved in 2015. Their sign was approved during a Moratorium on the Sign Code between September 9, 2015 and April 4, 2016.

Electronic Reader Panels (Electronic Message Centers) for fast-food restaurants are included in the update to the Sign Code currently under review by the Planning and Zoning Commission.

Royal Sign Co Inc, on behalf of Burger King, requests approval of a variance regarding the proposed Monument Signage for the Burger King located at 80 W. Highway 287. The item requested for this variance is as follows:

- 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.

Royal Sign representatives have had several discussions and meetings with Town staff regarding the signage for this project. Various options have been discussed and considered to accommodate the proposed signage for this facility. The sign will serve as the restaurant's main ID for pedestrian and motor vehicle traffic. The monument sign will serve as a crucial part of communicating specials and sales to the surrounding community. Colors, finishes, faux-stone, and the architecture of the building have been incorporated into the design. The new sign will be manufactured and installed to all current building codes.

The applicant's submittal includes reducing the current sign from thirty-six feet in height to eighteen feet per § 150.127 SIGNS RENDERED NONCONFORMING: (D) If the

structure of a nonconforming sign is changed, the height and area of the sign shall not be increased to exceed the height and area limits of the site on which it is located. If the sign exceeds the site's height and/or area limitations, the excess height and/or area shall be reduced a minimum of 50%. A side benefit to this reduction in height will better visibility for the motorist to locate and access the business.

The applicant has addressed the "Findings" required to approve a variance as follows:

A. *That there are special circumstances or conditions applying to the land, building or use referred to in the application that do not apply to other properties in the district;*

The Burger King lot is a very unusual shaped lot adjacent to the South-Bound side of W. Highway 287. It's a wedge-shaped lot with a curved property line. Unlike many of Burger King's competitors such as McDonalds, Taco Bell, and Sonic, which all have square or rectangular lots. Each of these listed competitors currently have Freestanding Signs with Electronic Message Center (EMC) boards.

B. *That such special circumstances were not created by the owner or applicant;*

This unusually shape lot was not self-imposed and creates a hardship. Due to the unusually shaped lot and location, Burger King's exposure to vehicular traffic is only to the South-Bound side of Highway 287; therefore, an Electronic Message Center Board will be very beneficial for North-Bound traffic near the round-about to provide them with additional exposure/advertisement, which in-turn provides for a successful restaurant.

C. *That 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 such conditions or situations (if, in the Board's opinion, the formulation of a general regulation is more appropriate than a variance, the board shall table its consideration of the application and communicate to the Council its recommendation for a general regulation; should the Council not act upon the recommendation within thirty (30) days, the Board shall reconsider the application);*

Burger King's none self-imposed circumstance hinders their future success and tax revenue it brings to the Town of Florence. Their competitors, as mentioned before, McDonalds, Taco Bell and Sonic all have Electronic Message Center Boards; Burger King is justified for a variance to the zoning code, so they may have "fair competition" with their competitors.

D. *That the authorizing of the variance is necessary for the preservation and enjoyment of substantial property rights;*

Burger King's non self-imposed circumstance hinders their future success and tax revenue it brings to the Town of Florence. Their competitors, as mentioned before, McDonalds, Taco Bell and Sonic all have Electronic Message Center Boards; Burger King



is justified for a variance to the zoning code, so they may have “fair competition” with their competitors.

*E. That the authorizing of the application will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or the public welfare in general.*

The approval of this Variance Request will not be detrimental in any way to the surrounding community. The unusual lot-shape and location lends itself to probably be the “Best Ideal Location” to have an Electronic Message Center sign more-so than any other competitors’ location due to the proximity of the Highway 287 Loop. There is a large empty lot directly across the street centered in the loop, and all other structures are quite a distance away; more-so than Burger King’s competitors on North Pinal Parkway Avenue, which is one of the Town’s Main Arterial Streets.

### **ANALYSIS:**

Other alternatives and options have been reviewed and staff contends that the granting of this variance is needed to allow for the proper development and use of this site as planned. The sign code draft currently under review will address this problem and preclude future variances of the same nature; however, the code update will not be completed in a manner timely to the 30 day ‘hold’ that is noted in Findings Criteria “C”.

The applicant contends that the approval of this variance will not be detrimental to citizens working in the vicinity, to the adjacent property owners, to the neighborhood, public welfare in general and the Town of Florence. The unusual lot-shape and location makes it difficult to recognize the site and use, especially from southbound traffic. There is a large empty lot directly across the street centered in the loop, and all other structures are quite a distance away. The variance does not create any public safety concerns, and in fact, helps to improve visual safety by implementing a less distracting sign. The illumination of the sign is restricted per Town Code, and the electronic messages on the board will not move frequently enough to distract drivers.

Staff has reviewed the complete application and concurs with the applicant’s response to the five “Findings”.

### **PUBLIC PARTICIPATION:**

Proper public notification has occurred via the posting of a public hearing sign on the site, notices sent 15 days in advance to property owners within 300 ft. of the property line, and notice published in the local newspaper.

### **A VOTE OF NO WOULD MEAN:**

The sign would not be replaced with an electronic message sign.

### **A VOTE OF YES WOULD MEAN:**

The sign would be replaced with an electronic message sign.

**ATTACHMENTS:**

1. Variance application
2. Executed Owner's Authorization forms.
3. Applicant's response to required "Findings"
4. Proposed Reader Panel Sign Package for the Site.
5. Public Notice
6. Legal Responsibilities

# APPLICATION FOR VARIANCE REQUEST

PROJECT NAME: Burger King - Florence

REQUEST TYPE:  Single Family  Multi-Family  Non-Residential

1. Property Owner: Name: Angie Chiu (80 Florence Investment, LLC)  
Address: 6953 Longfellow CT  
San Jose, CA 95129  
Phone: 408-255-6835 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

2. Applicant/Developer: Name: Vince Acosta - Royal Sign  
Address: 2631 N. 31st Ave  
Phoenix, AZ 85009  
Phone: 602-278-6286 Fax: \_\_\_\_\_  
Email: VACOSTA@ROYALSIGN.NET

3. Address or Location of Property: 80 W. Hwy 87  
Florence, AZ 85232

4. Subdivision Name (Residential request): \_\_\_\_\_ Lot Number: \_\_\_\_\_

Tax Parcel Numbers: 202-06-001F

Net Acres: 1 Zoning District: B-2

5. Request Details: Variance to allow an Electronic Message Center on New Replacement Monument Sign

6. Development Code Section: 150.117 Reader Panel Signs

Vince Acosta 5-30-2018  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

**FOR STAFF USE ONLY:**

CASE NO. _____	APPLICATION DATE AND TIME _____
	FEE \$ _____
BOA HEARING DATE _____	REVIEWED BY: _____
RECOMMENDATION: APPROVAL	DISAPPROVAL

# OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for a Variance, is not the owner of the property.

We, the Undersigned, do hereby grant permission to: Vince Acosta, Royal Sign Company

to act on my/our behalf for the purpose of obtaining a Variance on the following described property:

Burger King #9623 - 80 W Hwy 287, Florence, AZ 85232

Owner(s)

Angie Chiu

Address

ANGIE CHIU (80 FLORENCE INVESTMENT, LLC)  
6953 LONGFELLOW CT.  
SAN JOSE, CA 95129

Telephone

408-255-6835

STATE OF ~~ARIZONA~~ CALIFORNIA

County of SANTA CLARA )

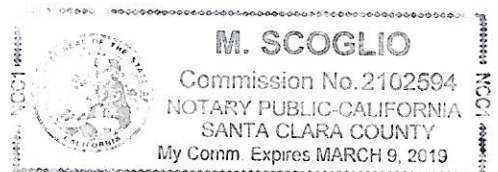
ss

On this 31<sup>ST</sup> day of MAY, 20 18, before me, the undersigned Notary Public, personally appeared ANGIE CHIU, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that SHE executed the same.

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

My commission expires: MARCH 9, 2019

M Scoglio





2631 N. 31st Ave.  
Phoenix, Az. 85009  
Email: vacosta@royalsign.net  
Ph: 602-278-6286  
Fax: 602-278-0234  
Cell: 602-920-5251

5-30-2018

**NARRATIVE/REQUIRED FINDINGS:**

Burger King  
80 West Highway 287  
Florence, Arizona 85132

The existing Burger King restaurant off Main St. & Highway 287 is being remodeled. The existing permitted pylon sign will be replaced with a new sign in the exact same location using the same support structure. The existing Pylon sign is a Non-Conforming Sign, therefore the New Sign will be reduced by 50% in-height & area per Ordinance. This will be the 1st reduction allowed of 2 per ordinance. The new design incorporates a full-color EMC (Electronic Message Center) Board on each side and an illuminated header identification consisting of the Burger King logo and name. *The current Ordinance does not allow EMC Boards for this use, therefore we are requesting a Variance.* This Pylon Sign will serve as the restaurants main ID for pedestrian and motor vehicle traffic. The "EMC Boards" will serve as a crucial part of communicating specials & sales to the surrounding community. Colors, finishes, faux-stone, and the architecture of the building have been incorporated into the design. The New Pylon Sign will be manufactured and installed to all current codes and in-compliance with local zoning ordinance.

1. The Burger King Lot is a very unusual shaped lot adjacent to the South-Bound side of W. Highway 287. It's a wedge-shaped lot with a curved property line. *Due to the unusual-shaped Lot and its proximity to Highway 287, Burger King would have "Little To No Visibility" from Southbound Traffic.* This Hardship is not self-imposed. Unlike many of Burger Kings Competitors such as McDonalds, Taco Bell, & Sonic which all have square or rectangular lots. Each of these listed competitors currently have Freestanding Signs with EMC Boards that range in size and sign-area.
2. As stated above, this unusually shaped lot was not self imposed & creates a hardship. Due to the unusually shaped lot and location, Burger Kings "Limited Exposure" to vehicular traffic is only to the South-Bound side of Hwy 287; therefore an EMC Board will be very beneficial for North Bound Traffic near the round-about to provide them with additional exposure/advertisement, which in-turn provides for a successful restaurant.
3. & 4. Burger King's none-self-imposed circumstance hinders their future success and Tax Revenue it brings to the Town of Florence. Their competitors as mentioned before, McDonalds, Taco Bell, & Sonic



2631 N. 31st Ave.  
Phoenix, Az. 85009  
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Cell: 602-920-5251

all have EMC Boards; Burger King is justified for a variance to the zoning code so they may have "Fair Competition" with their competitors.

5. The approval of this Variance Request will not be detrimental in any way to the surrounding community. The unusual lot-shape & location lends itself to likely be the "Best Ideal Location" to have an Electronic Message Center sign more-so than any other competitors location due to the proximity of the Highway 287 Loop. There is a large empty lot directly across the street centered in the loop, and all other structures are quite a distance away; more-so than Burger Kings competitors on North Pima Parkway Avenue which is one of the Town's Main Arterial Streets.

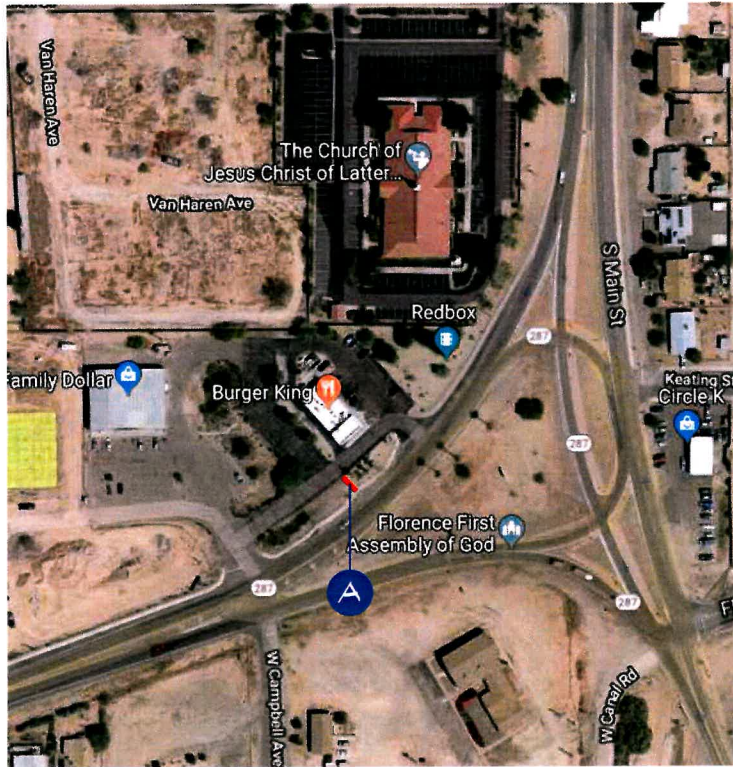
*Best Regards,*

*Vince Acosta*



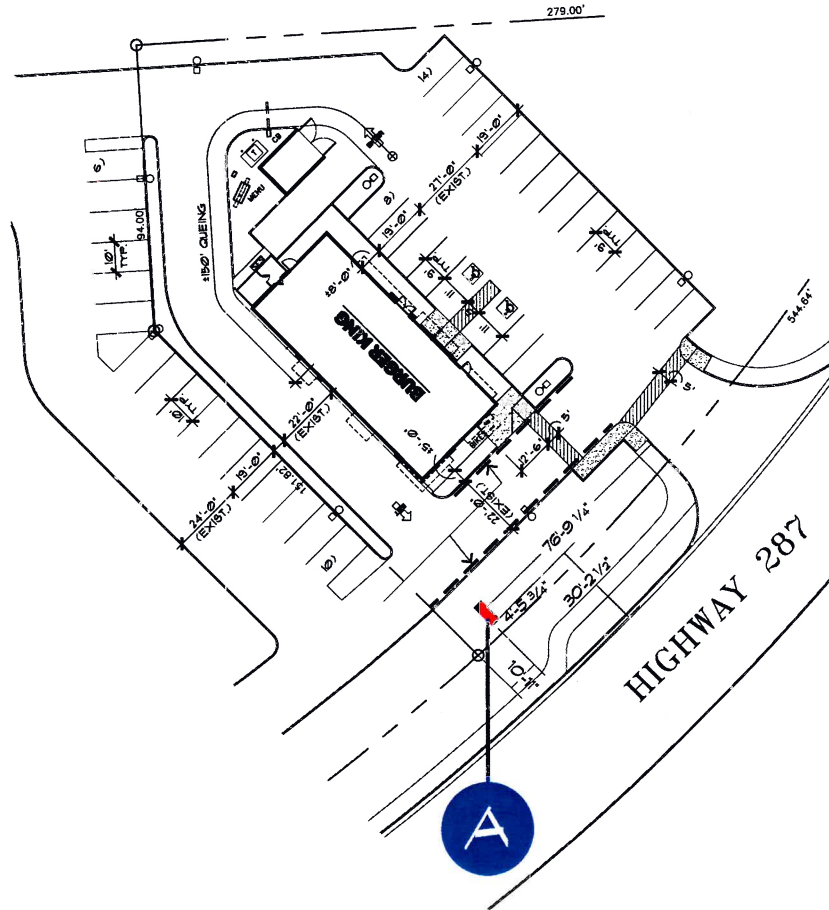
# BURGER KING

80 WEST HIGHWAY 287 FLORENCE, AZ 85132



VICINITY MAP

Scale  
1" = 80'



SITE PLAN

Scale  
1" = 40'

Client:  
Burger King  
Florence, AZ  
New Pylon Sign

Location:  
80 WEST HIGHWAY 287  
FLORENCE, AZ 85132



2631 N. 31st Ave.  
Phoenix, AZ 85009  
602-278-6286  
royalsign.net

Project  
**180445**

**05 APR 18 MP**

**11 APR 18 MP**

**07 JUNE 18 MP**

**23 JULY 18 MP**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

Project Manager:

Vince Acosta

E-Mail:

vacosta@royalsign.net

Approval Signatures

**X Brad Flahiff**

Client

**X**

Landlord

Customer is responsible for

providing a dedicated electrical

circuit within six feet of each sign

location and any desired

electrical timing devices.

The original unpublished drawing is

submitted solely for the project being

planned. It is not to be copied or shown

to persons outside of your organization

without express written authorization

from ROYAL SIGN COMPANY.

All specified details on these drawings

are subject to change due to the

availability of materials and/or changes

in the method of fabrication. ROYAL

SIGN COMPANY will do their best to

maintain the design intent of these

drawings at all times. If the owner or

owner's representative wishes to

receive detail drawings on all copies

during the fabrication process, ROYAL

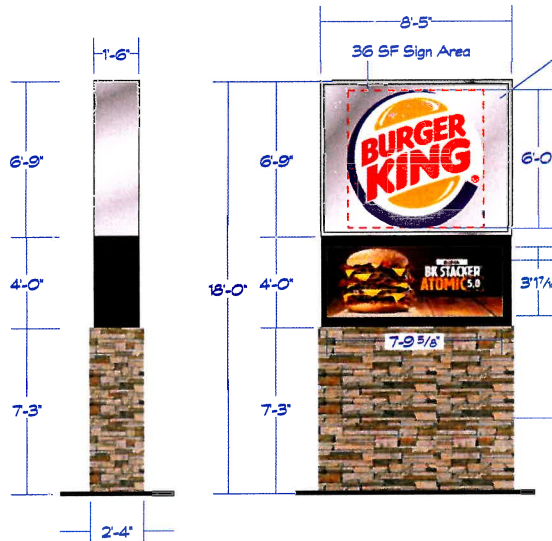
SIGN COMPANY must be advised in

writing prior to the start of fabrication.

Sheet Title  
Exterior

Page Number

**1** of 5



Fabricated Aluminum cabinet painted MAP Brushed Aluminum with 2" retainer.  
 New flat white lexan face w/ Opaque Metallic Silver vinyl field;  
 "Burger King" graphics to be Translucent 3630-97 Bristol Blue  
 Translucent 3630-33 Red  
 Translucent 3630-25 Sunflower  
 Illuminated with white LEDs  
 6' 9" High x 8' 5" Wide,  
 Sign Area = 24.6 SF.

3' 1 7/16" High x 7 9 5/8" Wide,  
 Sign Area = 56.7 SF.  
 LED Display  
 Specs on Page 3

Stone to match Cultured Stone Veneer  
 Boral country ledgestone  
 w grouted joints pattern "Aspen"

<b>A</b>	<b>NEW D/F PYLON SIGN</b>	Scale 3/16" = 1'-0"	Sign Area 24.6 + 56.7 = 81 sf
----------	---------------------------	------------------------	----------------------------------

Fabricate & Install one (1) D/F Monument sign as illustrated.  
 Illuminated with white LEDs  
 Support pipe to be used for new sign in same location



Client:  
 Burger King  
 Florence, AZ  
 New Pylon Sign

Location:  
 80 WEST HIGHWAY 287  
 FLORENCE, AZ 85132

**royal sign**

2831 N. 31st Ave.  
 Phoenix, AZ 85008  
 602-278-6286  
 royalsign.net

- Project  
**180445**
- 05 APR 18 MP
  - 11 APR 18 MP
  - 07 JUNE 18 MP
  - 23 JULY 18 MP
  - n/a
  - n/a
  - n/a
  - n/a
  - n/a

Project Manager:  
 Vince Acosta  
 E-Mail:  
 vAcosta@royalsign.net

Approval Signatures

**Brad Flahiff**  
 Client

**Landlord**

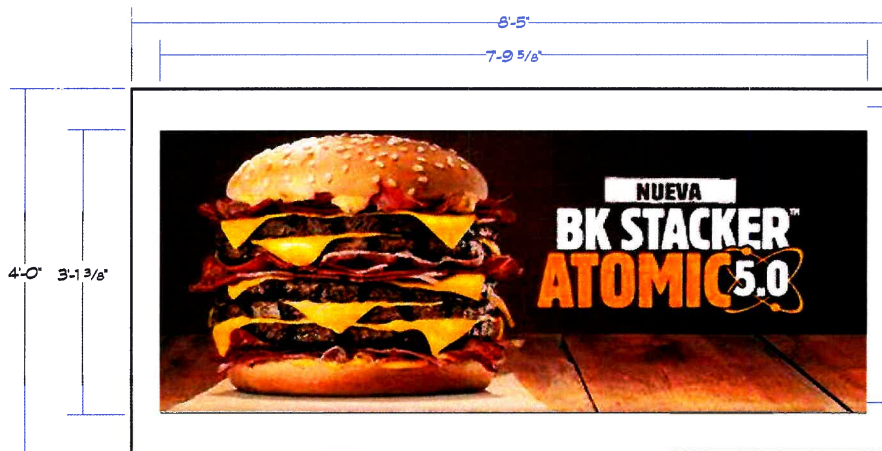
Customer is responsible for providing a dedicated electrical circuit within six feet of each sign location and any desired electrical timing devices.

This original unpublished drawing is submitted solely for the project being planned. It is not to be copied or shown to persons outside of your organization without express written authorization from ROYAL SIGN COMPANY. All specified details on these drawings are subject to change due to the availability of materials and/or changes in the method of fabrication. ROYAL SIGN COMPANY will do their best to maintain the design intent of these drawings as it comes. If the owner or owners' representative wishes to receive detail drawings on all changes during the fabrication process, ROYAL SIGN COMPANY must be advised in writing prior to the start of fabrication.

Sheet Title  
 Exterior

Page Number





.063 ALUMINUM CABINET  
 PAINTED bk SILVER  
 AREA = 32,345

Daktronics Electronics  
 message unit provided by  
 Barnett Management

**K** MESSAGE UNIT

Two (2) single faced message units cabinets to replace the existing.  
 Change letter cabinet on the D/F freestanding sign



**GS6 SERIES 15.85 MM**

**MONOCHROME & COLOR TECHNICAL SPECIFICATIONS**

- Character Height: 4.4" (7 Pixel font)
- Line Spacing: 15.85 mm (0.62")
- Pixel Configuration: Monochrome: 1 red or amber RGB 1 red, 1 green, 1 blue
- Maximum Brightness: Monochrome Red 4500 nits
- RGB 12000 nits
- Monochrome: 4096 Shades of red or amber
- Color Capability:
- Full Color Capability: 281 Trillion colors
- Optimal viewing angle: 140 Degrees horizontal x 70 degrees vertical
- Readability angle: 160 Degrees horizontal x 90 degrees vertical
- Minimum Viewing Distance: 37

Client:  
 Burger King  
 Florence, AZ  
 New Pylon Sign

Location:  
 80 WEST HIGHWAY 287  
 FLORENCE, AZ 85132



2631 N. 31st Ave.  
 Phoenix, AZ 85009  
 602-278-6286  
 royalsign.net

Project:  
**180445**

- ▲ 05 APR 18 MP
- ▲ 11 APR 18 MP
- ▲ 07 JUNE 18 MP
- ▲ 23 JULY 18 MP
- ▲ n/a
- ▲ n/a
- ▲ n/a
- ▲ n/a
- ▲ n/a

Project Manager:  
 Vince Acosta

E-Mail:  
 vAcosta@royalsign.net

Approval Signatures

X *Brad Flakiff*  
 Client

X  
 Landlord

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 circuit within six feet of each sign  
 location and any desired  
 electrical timing devices.

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 are subject to change due to the  
 availability of materials and/or change  
 in the method of fabrication. ROYAL  
 SIGN COMPANY will do their best to  
 maintain the design intent of these  
 drawings at all times. If the owner or  
 architect approves these drawings to  
 receive detail drawings on all changes  
 during the fabrication process, ROYAL  
 SIGN COMPANY must be notified in  
 writing prior to the start of fabrication.

Sheet Title  
 Exterior

Page Number



Scale  
1/16" = 1'-0"

EXISTING SIGN

Client:  
Burger King  
Florence, AZ  
New Pylon Sign

Location:  
80 WEST HIGHWAY 267  
FLORENCE, AZ 85132



2631 N. 31st Ave.  
Phoenix, AZ 85008  
602-278-6288  
royalsign.net

Project:  
180445

- ▲ 05 APR 18 MP
- ▲ 11 APR 18 MP
- ▲ 07 JUNE 18 MP
- ▲ 23 JULY 18 MP
- ▲ n/a
- ▲ n/a
- ▲ n/a
- ▲ n/a
- ▲ n/a
- ▲ n/a

Project Manager:  
Vince Acosta

E-Mail:  
vAcosta@royalsign.net

Approval Signatures

X *Brad Flakiff*  
Client

X  
Landlord

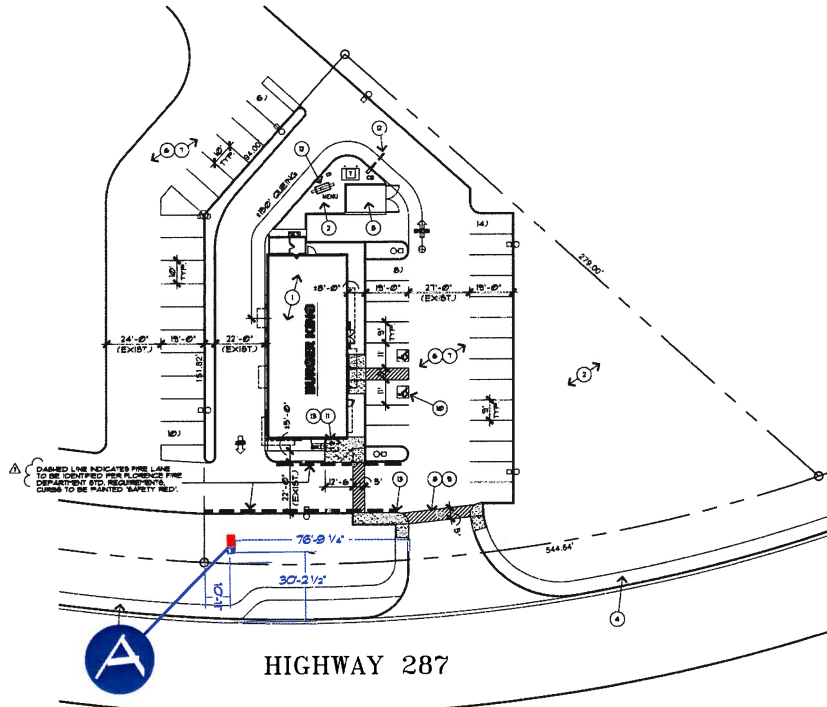
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Sheet Title  
Exterior

Page Number

4 of 5



**LEGAL DESCRIPTION:**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASIN AND MESAVERA, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 2;  
 THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST A DISTANCE OF 128.60 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;  
 THENCE NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 126.96 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 279.00 FEET;  
 THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST A DISTANCE OF 74.00 FEET;  
 THENCE SOUTH 00 DEGREES 35 MINUTES 00 SECONDS EAST A DISTANCE OF 128.60 FEET TO THE NORTH RIGH-OF-WAY LINE OF ARIZONA STATE HIGHWAY 287 BEING A POINT ON A CURVE, THE CENTER OF WHICH CURVE BEARS NORTH 40 DEGREES 55 MINUTES 00 SECONDS WEST A DISTANCE OF 733.94 FEET;  
 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 733.94 FEET, A CENTRAL ANGLE OF 33 DEGREES 34 MINUTES 23 SECONDS AND BEING CONGRUOUS TO THE NORTHWEST A DISTANCE OF 274.21 FEET, TO THE TRUE POINT OF BEGINNING.  
 SITE AREA 26.131 SQ. FT. OR 0.0035 ACRES MORE OR LESS.

**SCOPE OF PROJECT:**  
 REMODEL OF EXISTING BUILDING WITH MINOR SITE IMPROVEMENTS

**PARCEL NUMBER:**  
 287-08-008F

**SITE PLAN**

Scale: 1" = 55'-0"

**DETAILS:**

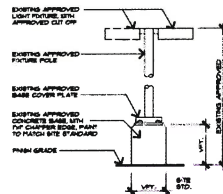
- EXISTING BUILDING TO RECEIVE REMODELING BUILDING AREA TO REMAIN UNCHANGED (SEE SCHEDULE OF PLANS).
- EXISTING LANDSCAPE PLANTING AREA TO RECEIVE MINOR IMPROVEMENTS (SEE LANDSCAPE PLAN).
- EXISTING APPROVED TO BE REPAIR TO MATCH EXISTING APPROVED ACCESSIBLE PUBLIC WAY.
- EXISTING APPLICABLE TO BE REPAIR TO MATCH BUILDING FIELD COLORS (SEE ELEVATIONS).
- EXIST. PAVING TO REMAIN. SEWER AND REPAIR DAMAGED AREAS. REMOVE ALL VERTICAL CURBS AT PAVING TRANSITION (NO PATCHES ALLOWABLE TYPICAL).
- EXISTING ADHESIVE PAVING TO RECEIVE NEW SEAL COAT FINISH AND HATCHES PAINT RE-STRIP (SEE SITE DETAILS).
- ACCESSIBILITY ROUTE FROM PUBLIC WAY TO BUILDING ENTRY. (SEE ACCESSIBILITY ROUTE SCHEDULE CRITERIA).
- PROVIDE NEW CURB RAMP AT ACCESSIBILITY ROUTE AS APPROVED (SEE SLOPE CRITERIA AND SITE DETAILS).
- ACCESSIBLE WALKWAY FROM DRIVE AND SIDE RAMP AND STORAGE (SEE SCHEDULE CRITERIA).
- NEW CURB RAMP AND CLEAR BASE PROVIDED BY OWNER. INSTALLED BY CONTRACTOR. VERIFY EXACT LOCATION WITH OWNER (SEE ELECTRICAL, NON-ADDITIONAL INFORMATION).
- PARKING INDICATOR SIGN CONCRETE PAVING. MATCH EXIST. PAVING INDICATOR SIGN. CONCRETE OR ASPHALT. MATCH EXIST. PAVING. PROVIDE WITH TYPICAL FINISH. CURB RAMP SHALL BE REPAIRED FROM EXISTING FINISH AND TYP. FINISHES (SEE SITE DETAILS AND ACCESSIBILITY SLOPE CRITERIA).

**GENERAL NOTES:**

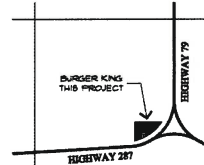
- FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- EXISTING UTILITY BOYS AND BACK FLOW GAGES SHALL BE MAINTAINED TO THE LANDSCAPE FIELD COLOR.
- PROJECT DEVELOPMENT & EXISTING APPROVED CONFORMANCE WITH HATCHING CONFORMANCE.
- EXISTING GRASS PLANTED EQUIPMENT IS SCREENED WITH APPROVED VEGETATION.
- REPLACE ALL DEAD AND DRYING LANDSCAPE. SEE LANDSCAPE DRAWING FOR ADDITIONAL.
- HOURS OF OPERATION: 6:30 AM TO 10:30 PM. ALL WORK SHALL BE COMPLETED BY 5:00 PM. ALL WORK SHALL NOT BE PROHIBITED BY THIS PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE TO SURVEY ALL ACCESSIBILITY ROUTES FROM COMPLETION OF CONSTRUCTION TO COMPLY ADA COMPLIANCE.
- REMOVE OWNER WITH CERTIFICATE OF COMPLIANCE TO RECORD CONSTRUCTION ON SITE PLAN DRAWING.
- THIS SITE PLAN HAS BEEN GENERATED BY REFERENCE TO RECORD CONSTRUCTION ON SITE PLAN DRAWING. ANY CHANGES TO THIS PLAN SHALL BE APPROVED BY THE CITY ENGINEER. CONTRACTORS SHALL VERIFY ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF WORK.

ON SITE ACCESSIBILITY ROUTE SCHEDULE CRITERIA:  
 ACCESSIBILITY ROUTE FROM THE PUBLIC WAY TO THE BUILDING ENTRY. SHALL COMPLY WITH THE FOLLOWING MAX. SLOPE CRITERIA: SURVEY EXIST. GRASSES TO DETERMINE CONFORMANCE. REMOVE AND REPLACE ALL NON-COMPLIANT PAVEMENT.

ACCESSIBLE PARKING SPACE PAIR: 150  
 CURB RAMP(S) (4' WIDTH x 5'0" MINIMUM) 150  
 SIDEWALK (PAVED) RAMP(S) (LANDING) 150  
 CURB RAMP (MINIMUM LENGTH IS 5') 10  
 CROSS SLOPE (ANY ROUTE LOCATION) 50



EXISTING LIGHT FIXTURE  
NO SCALE

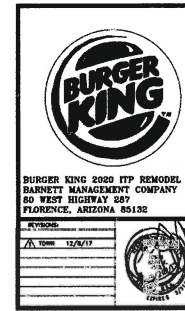


VICINITY MAP  
NO SCALE

**BURGER KING RESTAURANT  
 BARNETT MANAGEMENT CO.  
 80 WEST HIGHWAY 287  
 FLORENCE, ARIZONA 85132**

**PROJECT DATA:**

PROJECT:	BURGER KING REMODEL (W/ DRIVE-THRU UBE)
LOCATION:	80 WEST HIGHWAY 287 FLORENCE, ARIZONA 85132
ZONING:	C-2
CODES:	2006 I.B.C. / 2006 I.M.C. / 2006 I.F.C. 2006 I.P.C. / 2009 N.E.C. / 2006 I.E.C.C. / 2010 A.D.A. / 2003 I.C.C.(ANSI) INT'
CONST. TYPE:	V - B (NOT SPRINKLED)
OCCUPANCY:	A - 2 (RESTAURANT)
OCCUPANCY LOAD:	DINING AREA 2000 SF. / 15' x 60' PLAYGROUND 2500 SF. / 50' x 12' KITCHEN 1700 SF. / 200' x 8'
AREAS:	SITE (GROSS) 1.36131 ACRES (58,825 SQ. FT.) SITE (NET) 1.34311 ACRES (58,435 SQ. FT.) BUILDING 2,826 G.S.F. LANDSCAPE EXISTING APPROVED
BUILDING COVERAGE:	1.82 % (2,826 G.S.F. / 155,311 S.F.)
LANDSCAPE COVERAGE:	
EXISTING APPROVED:	
QUEING LANE:	150' (175 CARS STACKING)
BLD'G. HEIGHT:	TOTAL PROPOSED: (-) 25'-6"
PARKING REQUIRED:	BLDG. AREA 2,826 G.S.F./100' x 15' SPACES TOTAL: 15 SPACES
PARKING EXISTING:	STANDARD (ON SITE) 20 SPACES ACCESSIBLE (ON SITE) 7 SPACES (BY PARKING AGREEMENT) 36 SPACES TOTAL: 36 SPACES
	BICYCLE PARKING: 4 SPACES



**SITE PLAN**

JOB NO. 1701  
 DATE: 9 / 20 / 17  
 SHEET NO. **A1.1**

Client:  
 Burger King  
 Florence, AZ  
 New Pylon Sign

Location:  
 80 WEST HIGHWAY 287  
 FLORENCE, AZ 85132



2831 N. 31st Ave.  
 Phoenix, AZ 85009  
 602-278-8286  
 royalsign.net

Project:  
**180445**

**05 APR 18 MP**

**07 JUNE 18 MP**

**23 JULY 18 MP**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

Project Manager:  
 Vince Acosta

Drawn:  
 vAcosta@royalsign.net

Approval Signatures

**Brad Flahiff**  
 Client

**X**  
 Landlord

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Sheet Title  
**Exterior**

Page Number  
**5 of 5**

**NOTICE OF PUBLIC MEETING  
of the  
TOWN OF FLORENCE  
BOARD OF ADJUSTMENT**

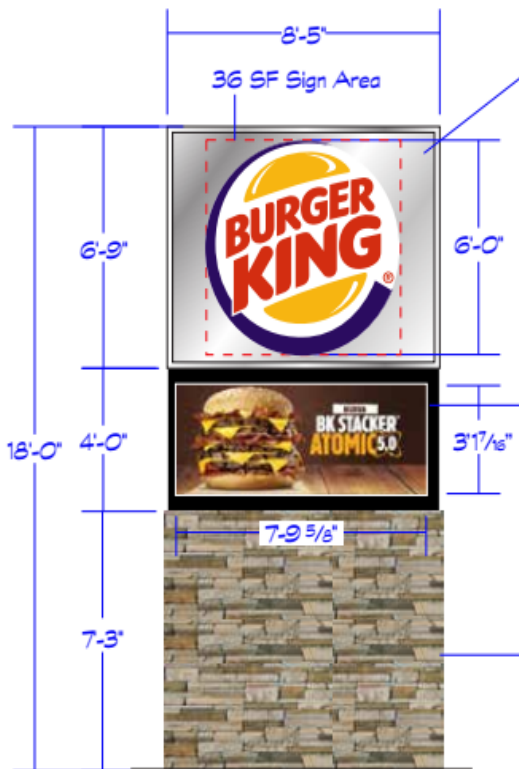
**Case No. BOA-18-01**

Notice is hereby given that the Town of Florence, Board of Adjustment will hold a Public Hearing on Monday, November 19, 2018 at 6:00 P.M. at the Florence Town Hall, 775 N. Main Street, Florence, Arizona and that all members of the public are invited to attend to discuss the following:

**Request:**

Royal Sign CO INC, on behalf of Burger King, requests approval of a variance regarding a proposed electronic reader panel sign for the Burger King restaurant located at 80 West Highway 287 in Florence, Arizona. The item requested for this variance is as follows:

1. A Variance from Section §150.117 *Reader Panel Signs* of the Town of Florence Code of Ordinances, which reads: 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.



Overall, the existing free-standing pole-mounted sign will be reduced from the current 36 feet in height to only 18 feet and will contain a single double-faced "Burger King" logo sign and a single two-sided electronic reader sign on the same monument base.

Anyone wanting to be heard regarding this case may appear in person or in writing. A written communication may be forwarded to the Town of Florence Clerk prior to the meeting.

Further information and mapping may be obtained at Florence Planning and Zoning Building, 224 W. 20th Street, Florence, AZ. 520-868-7575.

**\*\*\* 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 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. \*\*\***

Date of Publication: **November 1 or November 8, 2018.**

## Legal Responsibilities of the Board of Adjustment

\*Members act in a quasi-judicial capacity (like a judge) when deciding the case (application/appeal).

\*Members shall not have any Ex Parte (unauthorized communication outside the public hearing) contact with applicants or interested parties about the case on the agenda. This rule remains in effect until the Board's decision on the matter is final and non-appealable.

\*Members must decide the case based on the record presented (documents and testimony) at the hearing.

\*Members shall not investigate the site or case outside of the public hearing.

\*Action by members in granting a variance must be based on the **following findings** presented in the record:

1. There are special circumstances or conditions applying to the land, buildings or use referred to in the application which do not apply to other properties in the district;
2. The special circumstances were not created by the owner or applicant;
3. 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 regulations for the conditions or situations (if, in the Board's opinion, the formulation of general regulations is more appropriate than a variance, the Board shall table its consideration of the application and communicate to the Council its recommendation for general regulations; should the Council not act upon the recommendation within 30 days, the Board shall reconsider the application);
4. The authorizing of the variance is necessary for the preservation and enjoyment of substantial property rights; **and**
5. 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.

## Legal Authority

Arizona law authorizes cities and towns to establish boards of adjustment by ordinance. The board of adjustment decides appeals from the zoning administrator's decisions concerning zoning ordinance enforcement. Primarily such a board determines whether "special circumstances" exist to relieve owners of property with unique characteristics from strict application of the zoning laws. The term 'special circumstances' as used in the zoning ordinance is the functional equivalent of the word 'hardship.' The special circumstances must be applicable to the property, not the property owner.


The Board's authority to modify zoning decisions is statutorily limited. Boards of adjustment may not: (a) change the use permitted in a zoning district; or (b) grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

An “area” variance requires a showing of “peculiar and exceptional practical difficulties.” They serve as a “safety valve against excessive regulation.” Examples: setback line, frontage requirements, height limitations, lot size restrictions, density regulations and yard requirements. This type of variance is permissible.

A “use” variance requires a more stringent showing that compliance with the zoning regulations precludes any reasonable use of the property. Only a legislative body, rather than a board of adjustment, may authorize a use variance.

Although a variance cannot result from circumstances self-imposed by the property owner, a variance may still be granted when applying to circumstances or conditions beyond the owner’s control. The Board may consider whether strictly applying the zoning requirements would deprive an owner of the same privileges that owners of other similarly zoned property enjoy. Special circumstances are not ‘self-imposed’ when the owner desires to use the property in a way permitted to other similarly situated properties, but the owner cannot do so because of externally imposed circumstances.

An applicant or owner’s selection of property, even with knowledge that an area variance is required for an intended use allowed on other similarly zoned properties, does not itself constitute a self-imposed special circumstance precluding an area variance.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9a.</b>
<b>MEETING DATE:</b> November 19, 2018  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Bryan Hughes, Community Services Director  <b>SUBJECT:</b> Intergovernmental Agreement with The Florence Industrial Development Authority for use of the Suter House		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Approval of the Intergovernmental Agreement with The Florence Industrial Development Authority for use of the Suter House.

**BACKGROUND/DISCUSSION:**

The Town of Florence is recommending approval of a partnership with The Florence Industrial Development Authority (IDA) to continue to utilize the historic Suter House for arts and culture programming. The collaboration, which began in 2017, is the result of long-range planning by the Town’s Arts and Culture Commission to offer arts and culture programming in a distinctive setting.

The Intergovernmental Agreement (IGA) allows for use of the Suter House and adjacent properties at no charge to the Town. In addition, the IDA is open to making improvements to the Suter House to enhance the facility for future programming and art exhibits.

The Florence Industrial Development Authority is scheduled to consider approval of the IGA at their next scheduled meeting.



**A VOTE OF NO WOULD MEAN:**

The Town and Arts and Culture Commission would no longer utilize the Suter House for arts and culture programming and would utilize other available facilities.

**A VOTE OF YES WOULD MEAN:**

The Town and Arts and Culture Commission would continue to utilize the Suter House for arts and culture programming.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF FLORENCE  
AND  
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of January 1, 2019 (the "Effective Date"), by and between The Industrial Development Authority of the Town of Florence, Inc., a political subdivision of the State of Arizona (the "IDA") and the Town of Florence, an Arizona municipal corporation (the "Town"). IDA and Town are from time to time referred herein individually as a "party," and collectively as the "parties."

RECITALS

A. ARIZ. REV. STAT. §§ 11-951 and 11-952 authorize intergovernmental agreements by and between political subdivisions and political agencies such as the IDA and the Town.

B. The Town, from time to time, wishes to utilize IDA facilities for public meetings and recreational programs and activities and the IDA wishes to utilize facilities of the Town for public meetings and activities.

C. The parties hereto desire to make their respective facilities available for such use by each other as permitted by law and under terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises and covenants set forth below, the parties hereby agree as follows:

1. Term: Termination. This Agreement shall be effective as of the Effective Date provided that both governing bodies of the Town and the IDA have approved this Agreement and shall remain in full force and effect for a period of two years thereafter. This Agreement may thereafter be reviewed and automatically renewed for two additional two-year periods. The parties agree that this Agreement may be terminated by either party for any reason and without the statement of cause simply upon delivery of written notice of intention to terminate delivered to the other party 90 days prior to the actual date of termination. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

2. Joint Use of Facilities. The Town wishes to make the Town Facilities available to the IDA and the IDA wishes to make the IDA Facilities (Exhibit A; attached and incorporated herein) available to the Town, including space upon and within existing properties and buildings as well as that involving

new facilities, for reciprocal use for various public purposes including, but not limited to recreational programs, public meetings of councils, boards and commissions, and similar public functions and educational programs. By way of example, the IDA wishes to make certain physical facilities (Exhibit A; attached and incorporated herein) known as the Suter House and adjacent properties available to the residents of the Town for arts and cultural programming. Similarly, the Town wishes to make certain physical facilities (Exhibit B; attached and incorporated herein) located at the Library and Community Center available to the use of the IDA.

3. Facility Use: Scheduling. Except as otherwise specifically provided herein, usage of each party's facilities will occur with the mutual consent and agreement of the Town and IDA; the terms and conditions of such usage may include times, dates, areas and/or buildings to be used, along with specific provisions for the allocation of responsibility for fees, oversight, maintenance, operation and other issues incident to the use of the facilities. The IDA will provide to the Town its schedule for facilities covered by this Agreement to aid in achieving timely coordination of events scheduled by the IDA. The Town will provide to the IDA its schedule for facilities covered by this Agreement to aid in achieving timely coordination of events scheduled by the Town. The usage schedules for each party's facilities are controlled and/or approved by the Town Manager and the IDA President. The Manager and President will work together to resolve any issues specific to these responsibilities or procedures.

4. Supervision. The Town and the IDA will provide adequate adult supervision for any program or activity one party conducts on the other party's premises. The party conducting the activity shall have the sole responsibility for the conduct and control of the program or activity being conducted on the other party's premises.

5. Maintenance. Any facility used by either the Town or the IDA shall be left in an orderly and clean condition at the conclusion of the activity by the party using the facility. Any damage, other than the normal wear and tear, done to any building or other facility shall be repaired and/or replaced, as appropriate, by the party responsible for the damage.

6. Facility Improvements. The IDA will perform improvements to the Suter House to help facilitate arts and culture programming in an amount not to exceed \$2,000. Improvements may include, but not limited to, lighting to support art exhibitions and arts and culture programming. The IDA will coordinate with Town Staff to specify lighting fixtures, however, all expenses related to procurement and installation are the responsibility of the IDA. The parties agree and acknowledge that if the cost exceeds the funding available, this provision may be cancelled upon mutual agreement.

7. Insurance. The parties hereto agree to secure and maintain insurance coverage for any risks which may arise out of the terms, obligations, operation and actions provided in this Agreement. The parties to this Agreement shall provide to each other a Certificate of Insurance or a Declaration of Self

Insurance indicating as a minimum the following coverage:

a. Comprehensive general liability coverage including, but not limited to, blanket contractual liability, personal injury liability and broad form property damage. The minimum amount for such coverage shall be \$1,000,000.00 combined single limit.

b. As to the employees of each of the parties a Certificate or other evidence indicating that the employees are covered for claims arising out of Workers Compensation as required by the law of the State of Arizona. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

c. The Certificate of Insurance or Memorandum of Self Insurance shall indicate that the other party is named as "additionally insured" pursuant to the provisions of this Agreement.

d. Town and IDA will each look to its own insurance for recovery of any loss resulting from fire or other casualty. Town and IDA release one another from such claims. Town and IDA waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance. If either party fails to obtain insurance, it bears the full risk of its own loss.

8. Indemnity. To the fullest extent permitted by law, each Party (as Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

9. Annual Budgets. The parties agree and acknowledge that each party has fiscal responsibilities in connection with this Agreement. The governing bodies shall, pursuant to the budget laws of the State of Arizona, make every effort to annually include in their operating budgets sufficient funds for the performance of their mutual obligations contained herein.

10. Dispute Resolution. The parties agree that if there is a dispute as to the terms and conditions of this Agreement, or a dispute as to the terms and

conditions or the relative equity of the operation and use of a facility, the President of the IDA and the Town Manager shall meet and attempt to resolve any disputes or concerns prior to the matter coming before the Board of Directors or Council of the respective bodies.

11. Posting Information. The parties agree that it's in the best interests of both that the exchange and distribution of materials with information for the public regarding respective programs, events, etc. should occur. Therefore, both agree to the posting and/or distribution of information to the public be provided by either party as may be requested.

PURSUANT TO the provisions of ARIZ. REV. STAT. § 11-952.D., this Agreement has been submitted to and approved by the attorney for each of the public agencies who certify that, with respect to their respective clients only, the Agreement is in proper form and it is within the powers and authorities granted under the laws of this State to the IDA and Town.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first above written.

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE TOWN OF  
FLORENCE, INC.**

By: \_\_\_\_\_  
Barbara Kelly, President

**ATTEST:**

By: \_\_\_\_\_  
Henry Padilla, Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney

**TOWN OF FLORENCE**

By: \_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Clifford L. Mattice, Town Attorney

## EXHIBIT A

### The Industrial Development Authority of the Town of Florence, Inc. Joint-Use Facilities

#### **Suter House**

270 N. Pinal St.

Florence, AZ 85132

Multi-Purpose Rooms available to support arts and cultural programming

#### **Casita and Garage**

255 N. Bailey St.

Florence, AZ 85132

Adjacent to the Suter House, the "Casita" and "Garage" are available to support arts and cultural programming

## **EXHIBIT B**


### Town of Florence Joint-Use Facilities

#### **LIBRARY AND COMMUNITY CENTER**

778 N. Main St.

Florence, AZ 85132

Multi-Purpose Rooms or other facilities available to support meetings

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9b.</b>
<b>MEETING DATE:</b> November 19, 2018  <b>DEPARTMENT:</b> Police  <b>STAFF PRESENTER:</b> Daniel Hughes, Police Chief  <b>SUBJECT:</b> Arizona National Guard Non-Exclusive License Agreement		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Approval of a Non-Exclusive License Agreement with the Arizona National Guard.

**BACKGROUND/DISCUSSION:**

The Florence Police Department and the Arizona National Guard have formed a partnership that allows the Police Department to frequently utilize the Florence National Guard Unit firing ranges, training areas and facilities to conduct training for Town of Florence personnel. This is an updated agreement that will permit the Police Department to continue using the National Guard training facilities.

**A VOTE OF NO WOULD MEAN:**

The Police Department would have to find and utilize another location to conduct various trainings.

**A VOTE OF YES WOULD MEAN:**

The Police Department will continue to use the National Guard's range and facilities for training purposes.

**FINANCIAL IMPACT:**

None



**ATTACHMENTS:**

Copy of the Non-Exclusive License Agreement

**ARIZONA ARMY NATIONAL GUARD  
NON-EXCLUSIVE LICENSE AGREEMENT  
TO USE  
RANGES, TRAINING AREAS, AND FACILITIES**

**AGREEMENT NO.** \_\_\_\_\_

This License AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Adjutant General of the Arizona National Guard and \_\_\_\_\_, hereinafter referred to as licensee;

WITNESSETH;

The Adjutant General, in consideration of \$1.00 and other good and valuable consideration, hereby grants a non-exclusive license to the licensee to use the ranges, training areas, and facilities described in the Arizona Army National Guard (AZ ARNG) TRAINING SITE REQUEST form, a copy of which is attached hereto.

This non-exclusive license is granted to the licensee upon the following terms and conditions:


1. Licensee shall comply with AZ ARNG Regulation 350-6, AZ ARNG Pamphlet 350-6, and all applicable statutes, laws, ordinances, rules, and regulations of the United States and those adopted by the state, city, other body politic, and the Arizona Army National Guard which pertain to the use of the ranges, training areas, and facilities described in the attached TRAINING SITE REQUEST form;
2. The licensee shall pay the applicable fee as established in AZ ARNG Regulation 350-6;
3. The licensee shall not use any other ranges, training areas, and facilities not listed on the attached TRAINING SITE REQUEST form;
4. This non-exclusive license is personal to the licensee and may only be used by the licensee and its members and the permission to use the ranges, training areas, and facilities may not be assigned or transferred to any other person without the prior written consent of the Adjutant General;
5. Upon completion of the use of the ranges, training areas, and facilities, the licensee shall promptly remove all of the licensee's equipment from the same;
6. Licensee shall not offer nor permit any intoxicating or alcoholic beverage to be sold, offered for sale, exposed for sale, stored, given away, or otherwise disposed of, or consumed in or upon the ranges, training areas, and facilities covered by this agreement nor upon any state or federal property connected to the same;
7. The licensee shall provide liability insurance and a certificate of same shall be filed with the Training Site Support Division, Office of the Deputy Chief of Staff for Plans Operation and Training of the Arizona Army National Guard prior to the time of signing this agreement. Insurance coverage shall be provided in the minimum limits of \$1,000,000/\$1,000,000 for bodily injury and \$100,000 for property damage and shall show the United States of America, State of Arizona, and the Arizona National Guard as additional insureds;
8. The licensee agrees to indemnify and save harmless the United States of America, the Adjutant General of the State of Arizona, the State of Arizona, the Arizona National Guard and their officers, agents, and employees against any and all loss, damage, injury, or liability that may be suffered or incurred by them or any of them, caused by or arising out of or any way connected with the use of the aforementioned ranges, training areas, and facilities or any part thereof, or any state or federal property attached thereto, by the licensee or any of the licensee's members or associates;
9. The permission granted hereunder to use the designated ranges, training areas, and facilities may be revoked at any time by the Adjutant General;
10. The licensee understands and agrees that he does not and shall not at any time have or claim any interest or estate of any kind or extent whatsoever in the ranges, training areas, and facilities requested and approved herein by virtue of this non-exclusive license or the licensee's occupancy or use hereunder;
11. It is understood and agreed that the licensee's permission to use the ranges, training areas, and facilities covered by this non-exclusive license shall begin on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall expire on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ unless sooner terminated by the Adjutant General.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year first above written.

THE ADJUTANT GENERAL \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

The printed portion of this Non-exclusive License to use ranges, training areas, and facilities, AGO Form 350-6-1-R (JAN 93), is approved as to form this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This approval is revoked if the printed portion is altered in any respect or if any addition is made to that portion other than to fill in the blank spaces as appropriate.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9c.</b>
<b>MEETING DATE:</b> November 19, 2018  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Joe Jarvis, Finance Director  <b>SUBJECT:</b> Increase the not to exceed amount authorized for Fester and Chapman's FY2017-2018 audit services		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorize an increase of the not to exceed amount for Fester and Chapman's annual audit services by \$4,500, from \$41,150 to \$45,650.

**BACKGROUND/DISCUSSION:**

The Town Council approved a contract with Fester and Chapman on July 16, 2018. The Council also approved an amount to exceed of \$41,150. This included \$30,650 for the annual audit services, \$2,500 for an audit of the development impact fees, and \$8,000 for an audit of Community Facility Districts (CFD) #1 and #2. When the contract was approved, the scope of work for the CFDs audit had not been finalized.

The scope of work has been finalized and the estimated cost for the audit will not exceed \$15,000. This is \$7,000 more than staff had anticipated. It has also been determined that the audit of the development impact fees is not required until next fiscal year. This will decrease the amount by \$2,500. For this reason, staff is requested an increase of \$4,500 to the amount not to exceed.

Staff and the District's consultants all affirm the value and need for a separate audit of the CFDs. Staff has worked with Fester and Chapman to finalize a scope of work and the timing of the specific audit.

Based upon the circumstances, staff and Fester and Chapman have determined to conduct the CFD audit during the month of November. This will work to support the

objects of the regular annual audit and it will delay the issuance of the annual audit until February 2019. A delayed issuance of the annual audit is not an issue and staff will be notifying the Arizona Auditor General's Office and other entities of our intended date of issuance.

**A VOTE OF NO WOULD MEAN:**

Staff would seek direction from the Town Council as to how they would like to proceed.

**A VOTE OF YES WOULD MEAN:**

The Mayor and Town Manager would sign a letter of engagement with Fester & Chapman, PLLC, staff will notify the Auditor General's Office and other entities of the intended date of audit issuance, and staff will work with Fester and Chapman toward the completion of the CFD and annual audit.

**FINANCIAL IMPACT:**

The amount not to exceed would be \$45,650. The General Fund would pay \$30,650 and the CFDs would split the \$15,000.

**ATTACHMENTS:**

CFD Audit Engagement Letter



October 23, 2018

To Brent Billingsley, Town Manager  
Town of Florence  
775 N. Main St.  
Florence, AZ, 85132

We are pleased to confirm our understanding of the services we are to provide Town of Florence, Arizona (the Town) for the year ended June 30, 2018. We will audit the financial statements of the Merrill Ranch Community Facilities District #1 and Merrill Ranch Community Facilities District #2 (the District), which are component units of the Town, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, to supplement the Districts' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Budgetary Comparison Schedules

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Districts' financial statements. Our report will be addressed to the honorable Mayor and Town Council of Florence. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Districts' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect

on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fester & Chapman, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fester & Chapman, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in November 2018 and to issue our reports no later than January 2019. Kevin Camberg is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$15,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Fester & Chapman, PLLC*

Fester and Chapman, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Florence.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_


Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 9d.</b>
<b>MEETING DATE:</b> November 19, 2018  <b>DEPARTMENT:</b> Finance/Police/Fleet  <b>STAFF PRESENTER:</b> Joe Jarvis, Finance Director  <b>SUBJECT:</b> Upfit of three Police Interceptors		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Move to approve the upfit of three Police Interceptors, by Motorola Solutions, for an amount not to exceed \$47,200.

**BACKGROUND/DISCUSSION:**

The Fiscal Year 2018-2019 Capital Improvement Plan budget includes \$187,000 for the purchase and upfit of Police Department vehicles. On October 15, 2018, the Town Council approved the purchase of three Police Interceptors. The vehicles will need to be upfitted.

The Town is utilizing a contract procured by the City of Tucson, with Creative Communications, for the upfit. Creative Communications was purchased by Motorola Solutions, and is authorized to use Creative Communications' contract.

**A VOTE OF NO WOULD MEAN:**

The Town would not process a purchase order with Motorola Solutions, for the upfit of three Police Interceptors.

**A VOTE OF YES WOULD MEAN:**

The Town will process a purchase order with Motorola Solutions, for the upfit of three Police Interceptors.

**FINANCIAL IMPACT:**

The bid is for \$15,710.67 for the upfit of one vehicle. The amount for three vehicles was rounded up to \$47,200. This will be paid from General Capital Fund 011-511-505.

**ATTACHMENTS:**

Bid Tabulation Sheet

Bid from Motorola Solutions

Contract between the City of Tucson and Motorola Solutions



## Town of Florence Bid Tabulation Sheet

<b>General Ledger Account Number:</b> 011-511-505		<b>Date Prepared:</b> 10/31/18
<b>Email Confirmation (\$5,000 or less)</b>		<b>Prepared By:</b> Joe Jarvis
<b>Written / Fax / Email (Mandatory over \$5,000 bids attached)</b>		<b>Open Date:</b>
Sealed Bid Title:	Formal Sealed Bid: <input type="checkbox"/>	Written Bid: <input type="checkbox"/>
		<b>Close Date:</b>

Item(s) (Include Quantity, Model & Color):  
 Upfit of a Police Interceptor

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
<b>1</b>	Name:	Motorola Solutions	Contact:	Jack Wilson			14,754.8	\$ 15,710.67	City of Tucson Contract 181808
	Address:		Phone:				Tax: 955.87		
	Quote #:		Fax:				Freight:		
	Received		Email:	jack.wilson@motorolasolutions	REQ # :		PO #:		
<b>2</b>	Name:		Contact:					\$ 0.00	
	Address:		Phone:				Tax:		
	Quote #:		Fax:				Freight:		
	Received		Email:		REQ # :		PO #:		
<b>3</b>	Name:		Contact:					\$ 0.00	
	Address:		Phone:				Tax:		
	Quote #:		Fax:				Freight:		
	Received		Email:		REQ # :		PO #:		

Attach additional page(s), if necessary.  
 Vendor Selected: Use a City of Tucson contract 181808 Price for 3 vehicles 47,132.01 rounded to 47,200

Justification of not lowest bid.):

Department Head Approval:		Date:	11/1/18
Finance Director Approval:		Date:	11-1-18
Town Manager Approval:		Date:	11/1/18

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.

QUOTE 0020069899

Phone: 602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 9576

Bill To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Ship To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Page: 1

SLS JOB	SHIPPING METHOD CONTACT	DELIVERY PAYMENT TERMS
DGB	INSTALLED SGT. RICCOMINI 520-868-7663	00/00/00 NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		CITY OF TUCSON CONTRACT: 161354 PRICING.		
2.00	EMPS2STS4J	MPOWER 4" FASCIA LIGHT STD MNT 18" HARD WIRE SNYC 12 LED 9-32 VDC RED/BLUE	93.00	186.00
1.00	ETFBSSN-P	FLASHBACK REAR FLASHER ALTERNATING, 2.4FPS	37.00	37.00
2.00	ELUC2S010B	UNIVERSAL UNDERCOVER LED INSERT (BLUE)	64.00	128.00
2.00	ECVDMLTST4G	INTERIOR CARGO/DOME LIGHT FLUSH MNT 6X3" WHITE LED GREY BASE	17.19	34.38
2.00	EMPS2STS4J	MPOWER 4" FASCIA LIGHT STD MNT 18" HARD WIRE SNYC 12 LED 9-32 VDC RED/BLUE	93.00	186.00
2.00	EMPS2STS4J	MPOWER 4" FASCIA LIGHT	93.00	186.00

QUOTE 0020069899

Phone:602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 9576  
Bill To:FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Ship To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Page: 2

SLS JOB	SHIPPING METHOD CONTACT	DELIVERY PAYMENT TERMS
DGB	INSTALLED SGT. RICCOMINI 520-868-7663	00/00/00 NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	PMP2BKDGAJ	STD MNT 18" HARD WIRE SNYC 12 LED 9-32 VDC RED/BLUE MPOWER MOUNTING BRACKET STUD MNT LIGHT	6.00	12.00
1.00	GK10342UHKSVCAD	T-RAIL MOUNT 2 UNIV HK	344.25	344.25
1.00	ENFLBS1248	NFORCE 48" LIGHTBAR DUAL COLOR QE006545	1,811.00	1,811.00
1.00	WG-FDUV-SET	WINDOW GARDS DRIVER/PASS SIDE FOR 2013-17 FORD PI UTILITY	180.86	180.86
2.00	EMPS1STS3J	MPOWER 3" FASCIA LIGHT STUD MN 18 WIRE SAE CLS 1 9-32 VDC BLK 8 LED RED/BLUE	83.00	166.00
1.00	ETHFFUT-16	SOLID STATE, PLUG-IN HEADLIGHT FLASHER, 16V, FOR '16-17 FORD UTILITY	82.50	82.50
1.00	PS-FDUV-OS-R	REAR PARTITION, PLASTIC SEAT SEAT MOUNT/PANELS, OS BELT	1,109.06	1,109.06

QUOTE 0020069899

Phone:602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 9576  
Bill To:FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Ship To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Page: 3

SLS JOB	SHIPPING METHOD CONTACT	DELIVERY PAYMENT TERMS
DGB	INSTALLED SGT. RICCOMINI 520-868-7663	00/00/00 NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	CP-UV-CARGO-XL	SYSTEM FOR FORD UTILITY CARGO MOUNT - TILT-UP FULL LENGTH 40" X43". USE W/TROY REAR CAGE+PLASTIC SEAT	284.05	284.05
1.00	AC-UV-TRAY-H	28" X 22" ELECTRONICS TRAY BOLTS UNDER CARGO MOUNT & TIPS DOWN FOR SERVICING	162.50	162.50
1.00	TP-E-SL6-US-SS	UNIVERSAL STASH-N-STOW SLIDING WINDOW, SQUARE HOLE PUNCHED	563.06	563.06
1.00	KP-UV-DAP-SS	BIG-BOY/DAP MOUNT 3-PC KICK PANEL W/ BIG-FOOT POCKETS	107.25	107.25
1.00	CC-G-OH-UV	4" OVERHEAD CONSOLE FORD UTIL REPL DOME LIGHT STD FACEPLATE FOR FORD 2016 UTILITY	178.75	178.75
1.00	FP-SO380R	4" FACEPLATE FOR SOUNDOFF 380R SIREN	.00	.00
1.00	CC-FDUV-14-HC	14" FORD PI UV SLOPED CONSOLE	273.00	273.00

QUOTE 0020069899

Phone: 602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 9576

Bill To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

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Page: 4

SLS JOB	SHIPPING METHOD CONTACT	DELIVERY PAYMENT TERMS
DGB	INSTALLED SGT. RICCOMINI 520-868-7663	00/00/00 NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		W/DECK & WIRE HOLES (7"S/7"L) *SPECIFY FACEPLATES		
1.00	FP-MXTL2500	3" FACEPLATE FOR XTL1500, 2500 & 5000 REMOTE	.00	.00
2.00	FP-BLNK2	2" BLANK FACEPLATE	.00	.00
1.00	FP-BLNK1	1" BLANK FACEPLATE	.00	.00
1.00	FP-USB-2DC	2" FACEPLATE W/ (2) DC OUTLET HOLES/(1) DUAL-PORT USB MODULE	44.36	44.36
1.00	AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER W/ RUBBER FINGERS	34.13	34.13
2.00	425-1912	MIC CLIP - MAGNETIC	8.19	16.38
1.00	AC-SIDEARM-6	6" LONG PAD ARM REST ON SIDE MOUNT L-BRACKET HEIGHT ADJUSTABLE	61.42	61.42
1.00	ETSS100N	100N SERIES COMPOSITE SPEAKER W/ UNIV BAIL BRACKET, 100W 3 YEAR WARRANTY	145.00	145.00
1.00	ENGCC01241	SOS BLUEPRINT SYSTEM	307.50	307.50

QUOTE 0020069899

Phone:602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DAT

CUSTOMER NUMBER: 9576

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P.O. BOX 988  
FLORENCE AZ 85232

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P.O. BOX 988  
FLORENCE AZ 85232

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SLS JOB SHIPPING METHOD CONTACT DELIVERY PAYMENT TERMS  
DGB INSTALLED SGT. RICCOMINI 00/00/00 NET 30 DAYS  
520-868-7663

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	ENGHNK01	STD 100 AMP CENTRAL CONTROLLER SOS BLUEPRINT SYSTEM	35.00	35.00
1.00	ENGCP18001	CENTRAL HARNESS KIT SOS BLUEPRINT SYSTEM	137.50	137.50
1.00	ENGSA07141	CONTROL PANEL (SIREN REMOTE) NERGY BLUEPRINT 400 SERIES REMOTE SIREN/SWITCH MODULE	257.50	257.50
1.00	PSRN4MCEXT	16V, 100W SPEAKER 12' EXTENSION CABLE FOR USE W/ ETSA481RSP & ETSA482RSP	19.00	19.00
1.00	GPSB	MULTI-BAND GPS 2G/3G/4G/WLAN ANTENNA	139.22	139.22
1.00	C23F-5F	CABLE, WHIP, 16', FME(F)-FME (F)	13.49	13.49
2.00	C23F-1MP	FME(F) MPL(M) 1M CS23 CABLE	13.49	26.98
1.00	DPX-210-270	DIPLEXER, 5-210MHZ/270-1000MHZ FME(M), BLACK	180.40	180.40
2.00	C74-FP-6-TNCP	FME(m)-TNC(m) RG174 6m CABLE	13.01	26.02



QUOTE 0020069899

Phone: 602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DATE

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Page: 6

SLS JOB	SHIPPING METHOD CONTACT	DELIVERY PAYMENT TERMS
DGB	INSTALLED SGT. RICCOMINI 520-868-7663	00/00/00 NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	C29T-5SJ	TNC (M) - SMA (F) 5M CS29 CABLE ASSY	16.87	16.87
1.00	ASFC-155-U2-821	TRIBAND WHIP, VHF/UHF/7/800MHz	52.48	52.48
1.00	CM-UMNT-SL-LED	U-BRACKET CMP MNT, SLIDING SWING ARM FOR LEDCO/HAVIS, KODIAK/JOTTO DOCKING STATION	312.00	312.00
2.00	ENT2B3RBW	INTERSECTR UNDER MIRROR LED SURFACE MNT 9-32 VDC 18 LED TRICOLOR RED/BLUE/WHITE	143.50	287.00
1.00	HKN6188B	CABLE, CH POWER AND SPEAKER CF : 1 EA	34.00	34.00
1.00	HSN4038A	7.5 WATT REMOTE SPEAKER	51.42	51.42
1.00	HKN6169B	CABLE, REMOTE MOUNT, 5M CF : 1 EA	59.00	59.00
56.00	MRINSTUC	TUCSON UPFITTING LABOR	65.00	3,640.00
56.00	INSFSS	INSTALLER SHOP SUPPLIES	6.00	336.00
1.00	CRS-57	GOLDEN EAGLE II DUAL ANTENNA, KA-BAND DCM W/TRU TRAK	2,298.85	2,298.85

# **Contract #181808**

## **MOBILE COMMUNICATIONS AND EMERGENCY LIGHTING PARTS AND SERVICES**

### **CREATIVE COMMUNICATIONS SALES & RENTALS, INC.**

#### **Table of Contents**

- 1. Negotiation Confirmation Letter**
- 2. Best and Final Offer - Price Page dated  
11/13/2017**
- 3. Request for Additional Information**
- 4. Creative Communications Sales & Rental's  
response to RFP 181808**

# **1. Negotiation Confirmation Letter**



**CITY OF  
TUCSON**

DEPARTMENT  
OF  
PROCUREMENT

November 16, 2017

Tom Vanness, Upfit Sales Account Manager  
Creative Communications Sales & Rental, Inc.  
3600 S. Palo Verde Rd., #105  
Tucson, AZ 85713  
Email: [tom.vanness@creativecom.com](mailto:tom.vanness@creativecom.com)

sent via electronic mail, this day

**Subject: Request for Proposal No. 181808 Mobile Communications & Emergency Lighting Parts and Equipment  
Negotiation Confirmation Letter**

Dear Mr. Vanness:

Based on previous responses, discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, Creative Communications Sales & Rental, Inc. must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and Creative Communications Sales & Rental, Inc. with regard to Request for Proposal No. 181808 and incorporates the documentation as delineated in the following order of precedence.

Order of Precedence:

The following documents comprise the order of precedence of the executed contract.

1. Negotiated Confirmation Letter, dated November 16, 2017.
2. Firm's Response to Best and Final Offer
  - a. Creative Communications Sales & Rentals, Inc., Best and Final Offer response email and attachment, dated November 13, 2017.
3. Firm's Response to Request for Additional Information
  - a. Creative Communications Sales & Rentals, Inc., Request for Additional Information response email and attachment, dated October 25, 2017.
4. Firm's Response to Request for Proposal
  - a. Creative Communications Sales & Rentals, Inc., Request for Proposal response, dated September 19, 2017.

Your response to this letter must be received by the City's Department of Procurement on or before November 20, 2017 at 4:00 PM local Arizona time.

Sincerely,

*Cynthia Thompson*

Cynthia Thompson  
Senior Contract Officer

Concurrence: *Tom Vanness* Date: 11/17/2017  
Tom Vanness, Upfit Sales Account Manager

Cc: File No. 181808

**2. Best and Final Offer -  
Price Page dated 11/13/2017**

**From:** "Tom J. Vanness" <Tom.Vanness@creativecom.com>  
**To:** Cynthia Thompson <Cynthia.Thompson@tucsonaz.gov>  
**Date:** 11/13/2017 12:07 PM  
**Subject:** RE: RFP 181808 Notice of Intent to Negotiate  
**Attachments:** ITEMS 1 AND 2 BAFO 110817.pdf; GROUP C BAFO 110817.pdf; GROUP B and PRODUCT MFG BAFO 110817.pdf; GROUP A\_BAFO 110817.pdf

Hello Cynthia,

Please find attached forms with response for final pricing. Please let me know if you have any questions.

Regards,  
Tom Van Ness  
Emergency Vehicle Account Manager

3332 East Broadway Road  
Phoenix, AZ 85040  
Direct: 602.889.2356  
Cell: 602.663.4345  
tom.vanness@creativecom.com  
www.creativecom.com

-----Original Message-----

From: Cynthia Thompson [mailto:Cynthia.Thompson@tucsonaz.gov]  
Sent: Wednesday, November 8, 2017 2:15 PM  
To: Tom J. Vanness <Tom.Vanness@creativecom.com>  
Subject: RFP 181808 Notice of Intent to Negotiate

\*\*\* EXTERNAL MESSAGE WARNING: IS THIS A SUSPICIOUS EMAIL? IF YOU THINK IT IS REPORT IT TO HELPDESK@CREATIVECOM.COM OR FORWARD TO IS-SPAM@SOPHOS.COM \*\*\*

Hi Tom,

Attached is the City's Intent to Negotiate and request for your firm's Best and Final offer.

Please read through the letter carefully, responding by the due date listed using the attached Best and Final price page forms for your response.

Please contact me with any questions,

Cynthia Thompson,  
Senior Contract Officer  
City of Tucson  
Procurement/Goods and Services  
255 W. Alameda, 6th Fl  
Tucson, AZ 85701

Phone:(520) 837-4134  
Fax: (520) 791-4735

Values and Guiding Principles of Public Procurement:

Accountability\*\*Ethics\*\*Impartiality\*\*Professionalism\*\*Transparency\*\*Service

\*\*\*This communication may contain confidential and/or proprietary information and may not be disclosed to anyone other than the intended addressee. Any other disclosure is strictly prohibited by law. If you are not the intended addressee, you have received this communication in error. Please notify the sender immediately and destroy the communication including all content and any attachments. Thank you\*\*\*

**RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES**

**BEST AND FINAL OFFER\_DATED 11/13/2017**

**PAYMENT DISCOUNT:** As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by N/A%, if payment is made within N/A days. These payment terms shall apply to all purchases and to all payment methods.

**COOPERATIVE REBATE:** Cooperative Purchasing Program: Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

                   Yes            No    If yes, state proposed percentage:   0  %



**RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES**

**GROUP A-PRICE PAGE**

**BEST AND FINAL OFFER\_DATED 11/13/2017**

Offerors shall provide pricing for the scenarios as listed in the Method of Approach section of the Evaluation Requirements, Group A-Type of Vehicles in General Service, Group B-Ambulances and Fire Apparatus and Group C-Police Vehicles.

Pricing for equipment must be in accordance with the discounts offered as listed on Product Manufacturers Discount Off Established Catalog Price Sheet.

**NOTE: The equipment costs for Groups A and B shall be for the Motorola radios and antennas only.**

**GROUP A – VEHICLES IN GENERAL SERVICE**

Scenario 1	Sedan	Direct Labor	\$ 97.50	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Pick-Up	Pick-Up	Direct Labor	\$ 97.50	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Refuse Truck	Refuse Truck	Direct Labor	\$ 130.00	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Dump Truck	Dump Truck	Direct Labor	\$ 130.00	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Scenario 2	Sedan	Direct Labor	\$ 65.00	
		Pick-Up	\$ 65.00	
		Refuse Truck	\$ 65.00	
		Dump Truck	\$ 65.00	
Scenario 3	Sedan	Direct Labor	\$ 97.50	
		Equipment	\$ CUSTOMER PROVIDED	
		Shop Supplies	\$ 6.00	
	Pick-Up	Pick-Up	Direct Labor	\$ 97.50
			Equipment	\$ CUSTOMER PROVIDED
			Shop Supplies	\$ 6.00
	Refuse Truck	Refuse Truck	Direct Labor	\$ 130.00
			Equipment	\$ CUSTOMER PROVIDED
			Shop Supplies	\$ 6.00
Dump Truck	Dump Truck	Direct Labor	\$ 130.00	
		Equipment	\$ CUSTOMER PROVIDED	
		Shop Supplies	\$ 6.00	
		<b>TOTAL FOR GROUP A:</b>	<b>\$ 3683.60</b>	

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE

GROUP B-AMBULANCES AND FIRE APPARATUS (REVISED per RFP Amendment No. 3)

Scenario 1	Ambulance	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
	Pumper	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
	Ladder Truck	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
	Fire Support Vehicles	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
Scenario 2	Ambulance	Direct Labor	\$	455.00
	Pumper	Direct Labor	\$	455.00
	Ladder Truck	Direct Labor	\$	455.00
	Fire Support Vehicles	Direct Labor	\$	455.00
Scenario 3	Ambulance	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
	Pumper	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
	Ladder Truck	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
	Fire Support Vehicles	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
TOTAL FOR GROUP B:			\$	3524.00
DIRECT LABOR RATE PER HOUR			\$	65.00 per hour

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

**PRICE PAGE**

**Product Manufacturers Discount Off Established Catalog Price Sheet - (REVISED per RFP Amendment No. 3)**

Manufacturer	Manufacturer's Catalog			% Discount Offered
	Name	No.	Date	
Bussman	n/a			n/a
Code 3	www.code3pse.com			25
Commercial Radios	n/a			10
Copeland	www.copelandengineering.com			30
Cradlepoint	n/a			n/a
Federal Signal/Unitrol	www.fedsig.com			36
FireCom	www.firecom.com			10
Gamber-Johnson (Docking Stations)	www.gamberjohnson.com			30
Havis-Shield (Consoles)	www.havis.com			30
Havis-Shield (Docking Stations)	www.havis.com			30
IOTA	n/a			n/a
Jotto Desk/Patriot	www.jottopublicsafety.com			40
Motorola Accessories	n/a			15
Motorola Professional	n/a			38/32
Pro-Gard	www.pro-gard.com			25
PTS	www.prisonerseating.com			20
Rigid Industries	www.rigidindustries.com			33
Setina	www.setina.com			25 /*10 lit bumpers
Sound Off Signal	www.sounoffsignal.com			50
Stryker	n/a			n/a
Tomar Emergency Products	www.tomar.com			22
Vertex Radios	n/a			20
Whelen Emergency Products	www.whelen.com			20

**Please list any other Manufacturer equipment discounts available.**

Manufacturer	Manufacturer's Catalog			% Discount Offered
	Name	No.	Date	

NOTE: Please use additional sheets as necessary.

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
1	<p><b>Bussman:</b> CB185-150 150A Automotive Circuit Breaker</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>49.00</p> <p>\$ <u>          </u></p> <p>Enter Established Catalog Price Here</p>	<p>25</p> <p><u>          </u> %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>36.75</p> <p>\$ <u>          </u></p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>36.75</p> <p>\$ <u>          </u></p> <p>Enter Net Price Times Qty Here</p>
2	<p><b>Copeland Engineering:</b> 6001 Top H.A.T. (High Amp Timer) Solid State/Digital Design OPT Direct-Ignition Sensing</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>185.50</p> <p>\$ <u>          </u></p> <p>Enter Established Catalog Price Here</p>	<p>30</p> <p><u>          </u> %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>129.85</p> <p>\$ <u>          </u></p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>129.85</p> <p>\$ <u>          </u></p> <p>Enter Net Price Times Qty Here</p>
3	<p><b>Havis:</b> C-TCB-7 Mounting Base, Telescoping Device Mounting Base, Articulating, Mounts Universally</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>138.60</p> <p>\$ <u>          </u></p> <p>Enter Established Catalog Price Here</p>	<p>30</p> <p><u>          </u> %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>97.02</p> <p>\$ <u>          </u></p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>97.02</p> <p>\$ <u>          </u></p> <p>Enter Net Price Times Qty Here</p>
4	<p><b>Jotto:</b> 425-6268 Console Contour, Tahoe PPV 2015+ 20" FP W/ Locking Lid</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>787.50</p> <p>\$ <u>          </u></p> <p>Enter Established Catalog Price Here</p>	<p>40</p> <p><u>          </u> %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>472.50</p> <p>\$ <u>          </u></p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>472.50</p> <p>\$ <u>          </u></p> <p>Enter Net Price Times Qty Here</p>
5	<p><b>Jotto:</b> 425-6260 Universal Arm Rest</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>66.15</p> <p>\$ <u>          </u></p> <p>Enter Established Catalog Price Here</p>	<p>40</p> <p><u>          </u> %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>39.69</p> <p>\$ <u>          </u></p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>39.69</p> <p>\$ <u>          </u></p> <p>Enter Net Price Times Qty Here</p>

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
6	Jotto: 425-2273 12V Power Supply Lighter Adapter Replacement  The Brand name and part number specified is for evaluation purposes only	1 ea.	11.55 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	6.93 \$ Enter Net Price (subtract discount percent offered from catalog price here)	6.93 \$ Enter Net Price Times Qty Here
7	Jotto: 425-1912 Mic Clip – Magnetic  The Brand name and part number specified is for evaluation purposes only	2 ea.	13.65 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	8.16 \$ Enter Net Price (subtract discount percent offered from catalog price here)	16.32 \$ Enter Net Price Times Qty Here
8	Jotto: 475-0051 GR9 Dual Gunmount GR9-870/AR BLM Vertical Mount  The Brand name and part number specified is for evaluation purposes only	1 ea.	405.72 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	243.43 \$ Enter Net Price (subtract discount percent offered from catalog price here)	243.43 \$ Enter Net Price Times Qty Here
9	Jotto: 475-0866 Partition, Full W/SW, VP9, Tahoe PPV, 2015+  The Brand name and part number specified is for evaluation purposes only	1 ea.	997.50 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	598.50 \$ Enter Net Price (subtract discount percent offered from catalog price here)	598.50 \$ Enter Net Price Times Qty Here
10	Jotto: 475-0888 HSEP 2P, Tahoe PPV, 2015+  The Brand name and part number specified is for evaluation purposes only	1 ea.	136.50 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	81.90 \$ Enter Net Price (subtract discount percent offered from catalog price here)	81.90 \$ Enter Net Price Times Qty Here

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
11	Jotto: 425-6403 4" Faceplate For SoundOff ETSA100E ETSA300/380MF  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____% Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
12	Jotto: 425-6295 3" Faceplate For XTL5000 O5 Remote Head/APX 7500 O5 Head  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____% Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
13	Jotto: 425-6054 2" Faceplate W/ 3 7/8" Holes For Power Outlet Mounting  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____% Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
14	Jotto: 425-6051 2" Faceplate, Blank  The Brand name and part number specified is for evaluation purposes only	3 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____% Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
15	Jotto: 425-6049 1" Faceplate, Blank  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____% Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
16	Jotto: 425-6359 4" Faceplate, Blank  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
17	PTS: P15T02 2015 Seat W/ OS Belts And Metal Partition  The Brand name and part number specified is for evaluation purposes only	1 ea.	1310.36 \$ _____ Enter Established Catalog Price Here	20 _____ % Enter Discount Percent (%) Off Catalog Price Here	1048.29 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	1048.29 \$ _____ Enter Net Price Times Qty Here
18	Setina: BK2044TAH15 PB450L4 Aluminum Bumper nForce Full 2015 Tahoe  The Brand name and part number specified is for evaluation purposes only	1 ea.	980.00 \$ _____ Enter Established Catalog Price Here	10 _____ % Enter Discount Percent (%) Off Catalog Price Here	882.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	882.00 \$ _____ Enter Net Price Times Qty Here
19	SoundOff: ECVDMLTAL00 Universal Dome Light 6" Round, W/ Red Night Light  The Brand name and part number specified is for evaluation purposes only	1 ea.	81.00 \$ _____ Enter Established Catalog Price Here	50 _____ % Enter Discount Percent (%) Off Catalog Price Here	40.50 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	40.50 \$ _____ Enter Net Price Times Qty Here
20	SoundOff: ECVDMLTST4 Interior Cargo/Dome Light Flush Surface Mount 5" X 3" - White  The Brand name and part number specified is for evaluation purposes only	1 ea.	34.38 \$ _____ Enter Established Catalog Price Here	50 _____ % Enter Discount Percent (%) Off Catalog Price Here	17.19 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	17.19 \$ _____ Enter Net Price Times Qty Here

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
21	SoundOff: ETSS100L 100L Series 100W Speaker W/ Universal Bail Bracket  The Brand name and part number specified is for evaluation purposes only	1 ea.	\$ 290.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 145.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 145.00 Enter Net Price Times Qty Here
22	SoundOff: ETHTAHO-07+ Plug In Headlight Flasher Chevy Tahoe  The Brand name and part number specified is for evaluation purposes only	1 ea.	\$ 106.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 53.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 53.00 Enter Net Price Times Qty Here
23	SoundOff: ETS481CSR nErgy 400 Series Remote Siren 100W Single Speaker Knob  The Brand name and part number specified is for evaluation purposes only	1 ea.	\$ 653.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 326.5 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 326.5 Enter Net Price Times Qty Here
24	SoundOff: ENFLBS1254 54" nForce SoundOff Lightbar Dual Color  The Brand name and part number specified is for evaluation purposes only	1 ea.	\$ 4061.65 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 2030.82 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 2030.82 Enter Net Price Times Qty Here
25	SoundOff: ENFSSS4BRA nForce Single Surface Mount Light, SAE Class 1, 10-16V, Black Housing, 18 LED, Solid Tri B/R/A  The Brand name and part number specified is for evaluation purposes only	2 ea.	\$ 218.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 109.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 218.00 Enter Net Price Times Qty Here



RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
26	<b>SoundOff: ENFSRS4BRAnForce Single Recess Mount Light, 16V, Black Housing, 18 LED - B/R/A</b>  The Brand name and part number specified is for evaluation purposes only	2 ea.	\$ 218.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 109.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 218.00 Enter Net Price Times Qty Here
27	<b>SoundOff: PAR46 LED Spot Light Insert White</b>  The Brand name and part number specified is for evaluation purposes only	1 ea.	\$ 283.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 141.50 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 141.50 Enter Net Price Times Qty Here
28	<b>Rigid Industries: 98003 SRQ - Flush Mount - Diffused - Back Up Light Kit</b>  The Brand name and part number specified is for evaluation purposes only	1 ea.	\$ 256.99 Enter Established Catalog Price Here	33 % Enter Discount Percent (%) Off Catalog Price Here	\$ 197.88 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 197.88 Enter Net Price Times Qty Here
29	<b>Total Equipment Costs for Items #1-#28</b>					\$ 7041.57 Total Extended Price for Items 1-28
30	<b>Labor Cost for up-fit of Chevrolet Tahoe SUV Police Vehicle</b>	1 ea.	\$ 60.00 Labor Rate Per Hour	# 29 Number of hours to up-fit one vehicle		\$ 1740.00 Total Labor Cost per vehicle (labor rate X hours)

TOTAL FOR GROUP C \$ 8,781.57  
(Total Parts + Total Labor)

Standard Hourly Rate for Equipment Repair \$ 65.00 /hr

QUOTE 0020069899

Phone: 602-353-5536

DATE: 08/13/18

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 9576  
Bill To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Ship To: FLORENCE POLICE DEPARTMENT  
P.O. BOX 988  
FLORENCE AZ 85232

Page: 7

SLS JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
DGB	INSTALLED	SGT. RICCOMINI 520-868-7663	00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	CRS-61	SEPARATION KIT & PLATES - SEPARATES THE DISPLAY FACE FROM THE COUNTING UNIT	63.63	63.63
1.00	155-3040-06	6-FT ANTENNA CABLE	46.66	46.66
1.00	155-3040-21	21-FT ANTENNA CABLE	81.33	81.33

SUBTOTAL 14,754.80

SALES TAX 955.87

TOTAL 15,710.67

SP Name: DOUGLAS BUXBAUM  
Phone#: Mobile: 602-358-4155  
Email: douglas.buxbaum@creativecom.com

# **Contract #181808**

## **MOBILE COMMUNICATIONS AND EMERGENCY LIGHTING PARTS AND SERVICES**

### **CREATIVE COMMUNICATIONS SALES & RENTALS, INC.**

#### **Table of Contents**

- 1. Negotiation Confirmation Letter**
- 2. Best and Final Offer - Price Page dated  
11/13/2017**
- 3. Request for Additional Information**
- 4. Creative Communications Sales & Rental's  
response to RFP 181808**

# **1. Negotiation Confirmation Letter**



**CITY OF  
TUCSON**

DEPARTMENT  
OF  
PROCUREMENT

November 16, 2017

Tom Vanness, Upfit Sales Account Manager  
Creative Communications Sales & Rental, Inc.  
3600 S. Palo Verde Rd., #105  
Tucson, AZ 85713  
Email: [tom.vanness@creativecom.com](mailto:tom.vanness@creativecom.com)

sent via electronic mail, this day

**Subject: Request for Proposal No. 181808 Mobile Communications & Emergency Lighting Parts and Equipment  
Negotiation Confirmation Letter**

Dear Mr. Vanness:

Based on previous responses, discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, Creative Communications Sales & Rental, Inc. must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and Creative Communications Sales & Rental, Inc. with regard to Request for Proposal No. 181808 and incorporates the documentation as delineated in the following order of precedence.

Order of Precedence:

The following documents comprise the order of precedence of the executed contract.

1. Negotiated Confirmation Letter, dated November 16, 2017.
2. Firm's Response to Best and Final Offer
  - a. Creative Communications Sales & Rentals, Inc., Best and Final Offer response email and attachment, dated November 13, 2017.
3. Firm's Response to Request for Additional Information
  - a. Creative Communications Sales & Rentals, Inc., Request for Additional Information response email and attachment, dated October 25, 2017.
4. Firm's Response to Request for Proposal
  - a. Creative Communications Sales & Rentals, Inc., Request for Proposal response, dated September 19, 2017.

Your response to this letter must be received by the City's Department of Procurement on or before November 20, 2017 at 4:00 PM local Arizona time.

Sincerely,

*Cynthia Thompson*

Cynthia Thompson  
Senior Contract Officer

Concurrence:

*Tom Vanness*

Tom Vanness, Upfit Sales Account Manager

Date:

*11/17/2017*

Cc: File No. 181808

**2. Best and Final Offer -  
Price Page dated 11/13/2017**

**From:** "Tom J. Vanness" <Tom.Vanness@creativecom.com>  
**To:** Cynthia Thompson <Cynthia.Thompson@tucsonaz.gov>  
**Date:** 11/13/2017 12:07 PM  
**Subject:** RE: RFP 181808 Notice of Intent to Negotiate  
**Attachments:** ITEMS 1 AND 2 BAFO 110817.pdf; GROUP C BAFO 110817.pdf; GROUP B and PRODUCT MFG BAFO 110817.pdf; GROUP A\_BAFO 110817.pdf

Hello Cynthia,

Please find attached forms with response for final pricing. Please let me know if you have any questions.

Regards,  
Tom Van Ness  
Emergency Vehicle Account Manager

3332 East Broadway Road  
Phoenix, AZ 85040  
Direct: 602.889.2356  
Cell: 602.663.4345  
tom.vanness@creativecom.com  
www.creativecom.com

-----Original Message-----

From: Cynthia Thompson [mailto:Cynthia.Thompson@tucsonaz.gov]  
Sent: Wednesday, November 8, 2017 2:15 PM  
To: Tom J. Vanness <Tom.Vanness@creativecom.com>  
Subject: RFP 181808 Notice of Intent to Negotiate

\*\*\* EXTERNAL MESSAGE WARNING: IS THIS A SUSPICIOUS EMAIL? IF YOU THINK IT IS REPORT IT TO HELPDESK@CREATIVECOM.COM OR FORWARD TO IS-SPAM@SOPHOS.COM \*\*\*

Hi Tom,

Attached is the City's Intent to Negotiate and request for your firm's Best and Final offer.

Please read through the letter carefully, responding by the due date listed using the attached Best and Final price page forms for your response.

Please contact me with any questions,

Cynthia Thompson,  
Senior Contract Officer  
City of Tucson  
Procurement/Goods and Services  
255 W. Alameda, 6th Fl  
Tucson, AZ 85701

Phone:(520) 837-4134  
Fax: (520) 791-4735

Values and Guiding Principles of Public Procurement:

Accountability\*\*Ethics\*\*Impartiality\*\*Professionalism\*\*Transparency\*\*Service

\*\*\*This communication may contain confidential and/or proprietary information and may not be disclosed to anyone other than the intended addressee. Any other disclosure is strictly prohibited by law. If you are not the intended addressee, you have received this communication in error. Please notify the sender immediately and destroy the communication including all content and any attachments. Thank you\*\*\*



**RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES**

**BEST AND FINAL OFFER\_DATED 11/13/2017**

**PAYMENT DISCOUNT:** As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by N/A%, if payment is made within N/A days. These payment terms shall apply to all purchases and to all payment methods.

**COOPERATIVE REBATE:** Cooperative Purchasing Program: Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

                   Yes            No    If yes, state proposed percentage:   0  %

**RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES**

**GROUP A-PRICE PAGE**

**BEST AND FINAL OFFER\_DATED 11/13/2017**

Offerors shall provide pricing for the scenarios as listed in the Method of Approach section of the Evaluation Requirements, Group A-Type of Vehicles in General Service, Group B-Ambulances and Fire Apparatus and Group C-Police Vehicles.

Pricing for equipment must be in accordance with the discounts offered as listed on Product Manufacturers Discount Off Established Catalog Price Sheet.

**NOTE: The equipment costs for Groups A and B shall be for the Motorola radios and antennas only.**

**GROUP A – VEHICLES IN GENERAL SERVICE**

Scenario 1	Sedan	Direct Labor	\$ 97.50	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Pick-Up	Pick-Up	Direct Labor	\$ 97.50	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Refuse Truck	Refuse Truck	Direct Labor	\$ 130.00	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Dump Truck	Dump Truck	Direct Labor	\$ 130.00	
		Equipment	\$ 616.40	
		Shop Supplies	\$ 6.00	
Scenario 2	Sedan	Direct Labor	\$ 65.00	
		Pick-Up	\$ 65.00	
		Refuse Truck	\$ 65.00	
		Dump Truck	\$ 65.00	
Scenario 3	Sedan	Direct Labor	\$ 97.50	
		Equipment	\$ CUSTOMER PROVIDED	
		Shop Supplies	\$ 6.00	
	Pick-Up	Pick-Up	Direct Labor	\$ 97.50
			Equipment	\$ CUSTOMER PROVIDED
			Shop Supplies	\$ 6.00
	Refuse Truck	Refuse Truck	Direct Labor	\$ 130.00
			Equipment	\$ CUSTOMER PROVIDED
			Shop Supplies	\$ 6.00
Dump Truck	Dump Truck	Direct Labor	\$ 130.00	
		Equipment	\$ CUSTOMER PROVIDED	
		Shop Supplies	\$ 6.00	
		<b>TOTAL FOR GROUP A:</b>	<b>\$ 3683.60</b>	

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE

GROUP B-AMBULANCES AND FIRE APPARATUS (REVISED per RFP Amendment No. 3)

Scenario 1	Ambulance	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
	Pumper	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
	Ladder Truck	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
	Fire Support Vehicles	Direct Labor	\$	130.00
		Shop Supplies	\$	12.00
Scenario 2	Ambulance	Direct Labor	\$	455.00
	Pumper	Direct Labor	\$	455.00
	Ladder Truck	Direct Labor	\$	455.00
	Fire Support Vehicles	Direct Labor	\$	455.00
Scenario 3	Ambulance	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
	Pumper	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
	Ladder Truck	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
	Fire Support Vehicles	Direct Labor	\$	260.00
		Shop Supplies	\$	24.00
TOTAL FOR GROUP B:			\$	3524.00
DIRECT LABOR RATE PER HOUR			\$	65.00 per hour

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE

Product Manufacturers Discount Off Established Catalog Price Sheet - (REVISED per RFP Amendment No. 3)

Manufacturer	Manufacturer's Catalog			% Discount Offered
	Name	No.	Date	
Bussman	n/a			n/a
Code 3	www.code3pse.com			25
Commercial Radios	n/a			10
Copeland	www.copelandengineering.com			30
Cradlepoint	n/a			n/a
Federal Signal/Unitrol	www.fedsig.com			36
FireCom	www.firecom.com			10
Gamber-Johnson (Docking Stations)	www.gamberjohnson.com			30
Havis-Shield (Consoles)	www.havis.com			30
Havis-Shield (Docking Stations)	www.havis.com			30
IOTA	n/a			n/a
Jotto Desk/Patriot	www.jottopublicsafety.com			40
Motorola Accessories	n/a			15
Motorola Professional	n/a			38/32
Pro-Gard	www.pro-gard.com			25
PTS	www.prisonerseating.com			20
Rigid Industries	www.rigidindustries.com			33
Setina	www.setina.com			25 /*10 lit bumpers
Sound Off Signal	www.sounoffsignal.com			50
Stryker	n/a			n/a
Tomar Emergency Products	www.tomar.com			22
Vertex Radios	n/a			20
Whelen Emergency Products	www.whelen.com			20
<b>Please list any other Manufacturer equipment discounts available.</b>				
Manufacturer	Manufacturer's Catalog			% Discount Offered
	Name	No.	Date	

NOTE: Please use additional sheets as necessary.

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
1	<b>Bussman:</b> CB185-150 150A Automotive Circuit Breaker  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	49.00 \$ _____ Enter Established Catalog Price Here	25 _____ % Enter Discount Percent (%) Off Catalog Price Here	36.75 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	36.75 \$ _____ Enter Net Price Times Qty Here
2	<b>Copeland Engineering:</b> 6001 Top H.A.T. (High Amp Timer) Solid State/Digital Design OPT Direct-Ignition Sensing  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	185.50 \$ _____ Enter Established Catalog Price Here	30 _____ % Enter Discount Percent (%) Off Catalog Price Here	129.85 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	129.85 \$ _____ Enter Net Price Times Qty Here
3	<b>Havis:</b> C-TCB-7 Mounting Base, Telescoping Device Mounting Base, Articulating, Mounts Universally  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	138.60 \$ _____ Enter Established Catalog Price Here	30 _____ % Enter Discount Percent (%) Off Catalog Price Here	97.02 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	97.02 \$ _____ Enter Net Price Times Qty Here
4	<b>Jotto:</b> 425-6268 Console Contour, Tahoe PPV 2015+ 20" FP W/ Locking Lid  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	787.50 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	472.50 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	472.50 \$ _____ Enter Net Price Times Qty Here
5	<b>Jotto:</b> 425-6260 Universal Arm Rest  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	66.15 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	39.69 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	39.69 \$ _____ Enter Net Price Times Qty Here re

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
6	Jotto: 425-2273 12V Power Supply Lighter Adapter Replacement  The Brand name and part number specified is for evaluation purposes only	1 ea.	11.55 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	6.93 \$ Enter Net Price (subtract discount percent offered from catalog price here)	6.93 \$ Enter Net Price Times Qty Here
7	Jotto: 425-1912 Mic Clip – Magnetic  The Brand name and part number specified is for evaluation purposes only	2 ea.	13.65 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	8.16 \$ Enter Net Price (subtract discount percent offered from catalog price here)	16.32 \$ Enter Net Price Times Qty Here
8	Jotto: 475-0051 GR9 Dual Gunmount GR9-870/AR BLM Vertical Mount  The Brand name and part number specified is for evaluation purposes only	1 ea.	405.72 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	243.43 \$ Enter Net Price (subtract discount percent offered from catalog price here)	243.43 \$ Enter Net Price Times Qty Here
9	Jotto: 475-0866 Partition, Full W/SW, VP9, Tahoe PPV, 2015+  The Brand name and part number specified is for evaluation purposes only	1 ea.	997.50 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	598.50 \$ Enter Net Price (subtract discount percent offered from catalog price here)	598.50 \$ Enter Net Price Times Qty Here
10	Jotto: 475-0888 HSEP 2P, Tahoe PPV, 2015+  The Brand name and part number specified is for evaluation purposes only	1 ea.	136.50 \$ Enter Established Catalog Price Here	40 % Enter Discount Percent (%) Off Catalog Price Here	81.90 \$ Enter Net Price (subtract discount percent offered from catalog price here)	81.90 \$ Enter Net Price Times Qty Here

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
11	Jotto: 425-6403 4" Faceplate For SoundOff ETSA100E ETSA300/380MF  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
12	Jotto: 425-6295 3" Faceplate For XTL5000 O5 Remote Head/APX 7500 O5 Head  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
13	Jotto: 425-6054 2" Faceplate W/ 3 7/8" Holes For Power Outlet Mounting  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
14	Jotto: 425-6051 2" Faceplate, Blank  The Brand name and part number specified is for evaluation purposes only	3 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
15	Jotto: 425-6049 1" Faceplate, Blank  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
16	Jotto: 425-6359 4" Faceplate, Blank  The Brand name and part number specified is for evaluation purposes only	1 ea.	0.00 \$ _____ Enter Established Catalog Price Here	40 _____ % Enter Discount Percent (%) Off Catalog Price Here	0.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	0.00 \$ _____ Enter Net Price Times Qty Here
17	PTS: P15T02 2015 Seat W/ OS Belts And Metal Partition  The Brand name and part number specified is for evaluation purposes only	1 ea.	1310.36 \$ _____ Enter Established Catalog Price Here	20 _____ % Enter Discount Percent (%) Off Catalog Price Here	1048.29 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	1048.29 \$ _____ Enter Net Price Times Qty Here
18	Setina: BK2044TAH15 PB450L4 Aluminum Bumper nForce Full 2015 Tahoe  The Brand name and part number specified is for evaluation purposes only	1 ea.	980.00 \$ _____ Enter Established Catalog Price Here	10 _____ % Enter Discount Percent (%) Off Catalog Price Here	882.00 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	882.00 \$ _____ Enter Net Price Times Qty Here
19	SoundOff: ECVDMLTAL00 Universal Dome Light 6" Round, W/ Red Night Light  The Brand name and part number specified is for evaluation purposes only	1 ea.	81.00 \$ _____ Enter Established Catalog Price Here	50 _____ % Enter Discount Percent (%) Off Catalog Price Here	40.50 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	40.50 \$ _____ Enter Net Price Times Qty Here
20	SoundOff: ECVDMLTST4 Interior Cargo/Dome Light Flush Surface Mount 5" X 3" - White  The Brand name and part number specified is for evaluation purposes only	1 ea.	34.38 \$ _____ Enter Established Catalog Price Here	50 _____ % Enter Discount Percent (%) Off Catalog Price Here	17.19 \$ _____ Enter Net Price (subtract discount percent offered from catalog price here)	17.19 \$ _____ Enter Net Price Times Qty Here



PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
21	<b>SoundOff: ETSS100L 100L Series 100W Speaker W/ Universal Bail Bracket</b>  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	\$ 290.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 145.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 145.00 Enter Net Price Times Qty Here
22	<b>SoundOff: ETHTAHO-07+ Plug In Headlight Flasher Chevy Tahoe</b>  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	\$ 106.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 53.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 53.00 Enter Net Price Times Qty Here
23	<b>SoundOff: ETS481CSR nErgy 400 Series Remote Siren 100W Single Speaker Knob</b>  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	\$ 653.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 326.5 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 326.5 Enter Net Price Times Qty Here
24	<b>SoundOff: ENFLBS1254 54" nForce SoundOff Lightbar Dual Color</b>  <b>The Brand name and part number specified is for evaluation purposes only</b>	1 ea.	\$ 4061.65 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 2030.82 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 2030.82 Enter Net Price Times Qty Here
25	<b>SoundOff: ENFSSS4BRA nForce Single Surface Mount Light, SAE Class 1, 10-16V, Black Housing, 18 LED, Solid Tri B/R/A</b>  <b>The Brand name and part number specified is for evaluation purposes only</b>	2 ea.	\$ 218.00 Enter Established Catalog Price Here	50 % Enter Discount Percent (%) Off Catalog Price Here	\$ 109.00 Enter Net Price (subtract discount percent offered from catalog price here)	\$ 218.00 Enter Net Price Times Qty Here

RFP 181808 MOBILE COMMUNICATIONS & EMERGENCY LIGHTING PARTS & SERVICES

BEST AND FINAL OFFER\_DATED 11/13/2017

PRICE PAGE (continued)

GROUP C-POLICE PATROL SUV UP-FIT

Line Item	Part Number/Description	Qty	Established Catalog Unit Price	Discount % Off Catalog Price	Net Price	Net Extended Price
26	<p><b>SoundOff:</b> ENFSRS4BRAnForce Single Recess Mount Light, 16V, Black Housing, 18 LED - B/R/A</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	2 ea.	<p>\$ 218.00</p> <p>Enter Established Catalog Price Here</p>	<p>50 %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>\$ 109.00</p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>\$ 218.00</p> <p>Enter Net Price Times Qty Here</p>
27	<p><b>SoundOff:</b> PAR46 LED Spot Light Insert White</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>\$ 283.00</p> <p>Enter Established Catalog Price Here</p>	<p>50 %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>\$ 141.50</p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>\$ 141.50</p> <p>Enter Net Price Times Qty Here</p>
28	<p><b>Rigid Industries:</b> 98003 SRQ - Flush Mount - Diffused - Back Up Light Kit</p> <p>The Brand name and part number specified is for evaluation purposes only</p>	1 ea.	<p>\$ 256.99</p> <p>Enter Established Catalog Price Here</p>	<p>33 %</p> <p>Enter Discount Percent (%) Off Catalog Price Here</p>	<p>\$ 197.88</p> <p>Enter Net Price (subtract discount percent offered from catalog price here)</p>	<p>\$ 197.88</p> <p>Enter Net Price Times Qty Here</p>
29	<b>Total Equipment Costs for Items #1-#28</b>					<p>\$ 7041.57</p> <p>Total Extended Price for Items 1-28</p>
30	<b>Labor Cost for up-fit of Chevrolet Tahoe SUV Police Vehicle</b>	1 ea.	<p>\$ 60.00</p> <p>Labor Rate Per Hour</p>	<p># 29</p> <p>Number of hours to up-fit one vehicle</p>		<p>\$ 1740.00</p> <p>Total Labor Cost per vehicle (labor rate X hours)</p>

**TOTAL FOR GROUP C** \$ 8,781.57  
(Total Parts + Total Labor)

Standard Hourly Rate for Equipment Repair \$ 65.00 /hr

**MINUTES OF THE TOWN OF FLORENCE SPECIAL COUNCIL MEETING HELD ON MONDAY, OCTOBER 1, 2018, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter Called the meeting to order at 5:01 p.m.

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

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

There were no public comments.

**WORK SESSION ON BUDGET**

Mr. Joe Jarvis, Finance Director, discussed the following for the Fiscal Year 2017/2018:

- Collected more revenue for some funds than projected
- Not an issue for funds that collected less revenue than projected because they expended less than projected.
- Cash Balances – all of the funds, with the exception of the Streets Fund, collected more revenue than they spent during the fiscal year.
  - General Fund - \$720,000 to be added to cash balance
  - General Capital Fund - \$1.4 million to be added to cash balance
  - Street Funds – Expended more than what was collected in revenue
    - Was anticipated to spend over
    - Specific capital projects that Council approved
    - Utilizing HURF Bond and existing capital balance to complete projects

Mr. Jarvis stated that the auditors will be here in two weeks to complete the site work for the audit.

Councilmember Anderson inquired about the projected amounts versus the actual amounts on the Streets Budget. It shows \$7 million projected; however, only \$3 million was spent.

Mr. Jarvis explained that there were a few challenges with some of the projects that prevented them from being completed this fiscal year. Those projects have been re-budgeted in the upcoming fiscal year.

Mr. Joe Jarvis, discussed the following for the Fiscal Year 2018/2019:

- Council Contingency:

- To have specific dollars set aside for projects that the Council wants to move forward on
  - Economic Development Initiatives - \$100,000
  - IT Security - \$25,000 for contract with Subex
  - Public Relations Training - \$10,000
  - Tourism Initiatives - \$15,000
  - Economic Development Organization - \$40,000

Mr. Jarvis stated that the Greater Florence Chamber of Commerce funding request is up for consideration on this agenda and it is a non-funded item. If Council would like to move forward on this item, he suggests that funds from Council Contingency be utilized. Council would need to reduce the budget for one of the above listed items in order to pay for it.

Councilmember Wall inquired if the Economic Development Organization line item includes the 501(c)3 for preservation of the Adamsville Cemetery.

Mr. Jarvis stated that the budget includes the 501(c)3 for preservation of the Adamsville Cemetery. It was his understanding that the direction from the Council that they wanted to get into the process of creating a 501(c)3 and estimated \$40,000 for that purpose.

Councilmember Wall stated that it is her understanding that they do not need the full \$40,000 for either one of the 501(c)3s.

Mr. Jarvis stated that they have budgeted high to ensure there was enough funding available.

Mr. Jarvis stated that there is \$165,000 remaining in the Council Contingencies.

Mayor Walter asked Mr. Brent Billingsley, Town Manager, to discuss his experience with economic development in Maricopa, Arizona.

Mr. Billingsley elaborated on his experience in Maricopa. The community was a County development area in which development had been approved without the consideration of any of the ancillary development needs of a city. This included no thought of churches, neighborhood commercial space or industrial property. It became clear that the city will be unsustainable unless changes were made. They did not have a Chamber of Commerce, so the city hired an Executive Director and started the original Chamber of Commerce. They also established an Economic Development Organization and ensured that it was funded. This is a non-profit entity specifically oriented towards coordination on economic development type activities. There is a board which is comprised of volunteers who represent all of the directors who try and assist with economic development.

Florence Town Council Meeting Minutes

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Mr. Billingsley stated that Maricopa first hired a consultant to start off the economic development efforts.

Councilmember Larsen stated that it is important that the goals of the Council be addressed. She provided a listing of the goals she would like to see accomplished, which include:

- Purple Pipe Reclaimed Water Policy
- Trolley Cart Expansion (5310 Expansion)
- Unified Calendar between Library and Park services
- Downtown Real Estate – purchase buildings and revitalize the buildings
- Social media or marketing be a priority
- Staffing (library and programs that they are doing)
- Arts in the community center and around town
- Skatepark near Anthem because there are no parks and recreation services received in that area

Mr. Billingsley stated that the unified calendar will be completed soon.

Mr. Jarvis inquired how he is to handle the requests in terms of the budget.

Mr. Billingsley stated that the Town can look at the existing budget versus the upcoming budget. The challenge with the existing budget is that if staff were to move forward on some of the requests, they will need to remove some of the budgeted items/projects currently budgeted for in order to add the requests.

Councilmember Anderson stated that he would like to see quick picks (software program) added. The cost will be approximately \$21,000.

Councilmember Guilin stated that discussion occurred regarding the Cuen building and having an architect examine the building. She inquired the status including the timeline, what the cost will be, and what fund will be used to pay for it. She also inquired in what fiscal year this will be done.

Councilmember Guilin stated that the Parks and Recreation Department needs to schedule more large events during the fall and winter months that will draw people to Florence. She stated that the Town needs a bluegrass festival when the winter visitors are here.

Mr. Billingsley stated that the Town has reached out to individuals from an architectural perspective as well as a contractor's perspective to determine the cost for the Cuen Building. The Town's intent is to budget the Cuen Building Project next year as there is currently no funding in the is fiscal year's budget unless they use the Council's Contingency funds.

Mr. Larry Harmer, Community Development Director, stated that they are utilizing those on the preferred or recommended list from the Arizona Preservation Foundation to provide an estimate on what it will cost to rehab the Cuen building.

Mr. Harmer stated that they would like to use the Cuen building for demonstrations during the 2019 Home Tour. Even if the building is not fully restored, it can be used as an educational tool for the Tour.

Councilmember Hawkins suggested a jazz festival and car show as well as a bluegrass festival. He stated that costs will need to be considered. The Town needs more events to provide more exposure to the Town.

Councilmember Wall would like to see the following:

- Bluegrass Festival
- Tree Lighting Ceremony to kick off the holiday season
- Restoration of the Adamsville Cemetery
- Completion of the Cuen Building
- Support for the Greater Florence Chamber of Commerce

Mayor Walter stated that the tourist budget of \$15,000 can be used for the bluegrass festival or car show and be implemented in the current fiscal year's budget.

Mr. Jarvis stated that the contingency is earmarked but can be modified by Council. He stated that the \$15,000 has not been designated for a specific item.

Mr. Billingsley stated that the \$15,000 is used for advertising the Town's events and will be used for advertising the western festival during the ranch rodeo.

Councilmember Larsen stated that many of the projects are not a significant cost and can proceed this fiscal year.

Councilmember Wall stated that the major events take time and will take at least one year to plan to book the bands.

Mr. Billingsley stated that staff will research what it takes to put on a Blue Grass Festival. Staff is also working on something to light up during the holiday season.

Mayor Walter stated that sometimes the events start out small and grow over time and they require partnerships with many other entities.

Councilmember Larsen asked for an update on the arts discussion she had with Mr. Bryan Hughes.

Mr. Bryan Hughes, Community Services Director, stated that they have a successful partnership with the Industrial Development Authority on the Suter House and the programs being located there. They will have a variety of exhibits this fall through December. They are also working on an RFP to have artists from some of the universities exhibit their artwork throughout the town. They are hoping to get something started in the spring.

Councilmember Hawkins stated that there are several cities that have large arts and crafts festivals and the cost is minimal to the city. He asked that an arts and crafts festival be included with some of the events.

Councilmember Guilin stated that events that are planned during summer (hottest time of the year) need to be planned later in the evening.

Mayor Walter would like to see a farmer's market started in Florence.

Mr. Jarvis inquired of the Mayor who she would like to be part of the Budget Committee.

Mayor Walter appointed Councilmember Wall and Councilmember Larsen, as well as herself to the Budget Committee.

Mr. Jarvis stated that the Town will hold a public meeting on Wednesday, October 3, 2018, to get input on the budget from the public. They have advertised the meeting through a variety of medias. The meeting will be recorded and transcribed and the transcription will be forwarded to the Budget Committee. The Budget Committee will also meet on October 3, 2018.

Mr. Jarvis included a draft budget calendar for Council's consideration. Staff can hold additional budget committee meetings as Council sees fit. He feels that there is ample time to develop the budget and still meet the required State mandated deadlines. Some items that need to be considered for the upcoming Fiscal Year 2019/2020 budget:

- Recommend that \$10,000 is budgeted for advertising and promotion of the 2020 Census Count
  - Arizona may gain another representative – based on population figures
  - Increased shared revenue which is a major funding source for the General Fund

Ms. Wendy Yu, Florence Business Owner, stated that she would like to see increased funding for the Greater Florence Chamber of Commerce.

Mayor Walter invited everyone to the public meeting and asked to have their ideas forwarded to the Council.

Vice-Mayor Woolridge inquired about the suggestion regarding the use of 1% from the development agreements to be used for arts and culture.

Mr. Billingsley stated that the Town used to do this as part of the development agreements, include a percentage of the development agreements from each unit that was built specifically to assist in redeveloping downtown. This practice was stopped because it wasn't looked upon well.

Vice-Mayor Woolridge stated that the City of Oro Valley does this practice and asked Mr. Billingsley to research this further.

Mayor Walter thanked Mr. Jarvis for his presentation. The budget season is starting much earlier than in the past. The Town is working hard to ensure that there is opportunity for citizen input.

Mayor Walter opened the Call to the Public.

Mr. Troy Dayne, Vice-President of Operations for Epcor, stated they are the interim managers for Johnson Utilities since August 31, 2018. They are working hard to make improvements. The conditions are not ideal.

Mr. Dayne provided a brief overview of the company. They serve a population of 400,000 and are located in Fountain Hills. They have been in Arizona since 2012 when they purchased Arizona American Water. They have been chosen by the Arizona Corporation Commission to come in as interim manager for Johnson Utilities due to several problems that the utilities are having. He asked for everyone's patience. They will get things fixed, but it will not happen overnight. He stated that it took two decades to get the utilities where it is, and it will take time for the repairs.

Mr. Jeff Stuck, Director of Operations, Epcor Water, stated that he directly oversees the operations of water and wastewater facilities in various parts of Arizona and most recently, Johnson Utilities. They are very aware of the issues and concerns that the customers have. They are looking at all the concerns such as pressure, odor and customer service related concerns.

Mr. Stuck stated that they have spent a great deal of time assessing and getting to know the system. There are many components of the utilities that are located within the service territory. Their focus is to ensure the water quality the customer receives meets all federal and state water quality standards. They also focus on ensuring that the wastewater that the utility processes stays in the pipes, goes to the plants and is properly treated at the plants and disposed of in the proper manner and consistent with the permits that have been issued for the utility as well as addressing a number of open regulatory actions.

Mr. Stuck stated that there is a lot of work to be done. Some things can be resolved quickly; however, there are others that will require capital and take some time. They are working around the clock to resolve the issues to get the system to operate the way it is supposed to operate and stay that way for many years to come.

Ms. Sarah Mauler, Director of Customer Care, Epcor Water, stated that she and her team have been working very closely with customer care and back office staff at Johnson Utilities to address the key concerns that the community members have had. Some of the high levels items that she identified as a priority are:

- Verifying that rates were set up in the Johnson Utilities billing system in accordance with approved tariffs.
- Bills are being calculated correctly
- Collections procedures are complying with ACC regulations
- Customer care representatives are being trained on key and hot topics
- Tax credits, that have been recently been ordered by the Arizona Corporations Commission, are currently being tested and will show up on customer's November bill
  - Customer notification on the tax credits and how they are calculated and the key components
  - Customer care agents will have the necessary messaging and training to adequately and accurately communicate with customers about those tax credits

## **ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1.**

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried (7-0) to adjourn to Merrill Ranch Community Facilities District No. 1.



**Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services.**

Mr. Chris Salas, District Engineer, stated that this is a requirement of the CFD. EPS Group, Inc. was selected as part of the general on call selection two years ago. Staff is asking for an extension while staff gathers additional RFPs in the future for a CFD on call engineer as well as utility engineers. He stated that there is no monetary impact and they are within their budget of their original contract.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried (7-0) approve the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 1 engineering services.

**July 30, 2018 Merrill Ranch Community Facilities District No. 1 Meeting minutes.**

On motion of Vice-Chairman Woolridge, seconded by Boardmember Hawkins, and carried (7-0) approve the July 30, 2018 Merrill Ranch Community Facilities District No. 1 Meeting minutes.

**ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1.**

On motion of Vice-Chairman Wooldridge, seconded by Boardmember Larsen, and carried (7-0) to adjourn from Merrill Ranch Community Facilities District No. 1.

**ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2.**

On motion of Councilmember Larsen, seconded by Councilmember Guilin, and carried (7-0) to adjourn to Merrill Ranch Community Facilities District No. 2.

**Discussion/Approval/Disapproval of the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services. (Chris Salas)**

Mr. Salas, stated that this item is the same as that for Merrill Ranch Community Facilities District No. 1.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried (7-0) approve the Professional Services Agreement Extension with EPS Group, Inc., for Merrill Ranch Community Facilities District No. 2 engineering services.

**July 30, 2018 Merrill Ranch Community Facilities District No. 2 Meeting minutes.**

On motion of Boardmember Larsen, seconded by Boardmember Wall, and carried (7-0) approve the July 30, 2018 Merrill Ranch Community Facilities District No. 2 Meeting minutes.

**ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2.**

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried (7-0) to adjourn from Merrill Ranch Community Facilities District No. 2.

## **PRESENTATIONS**

### **Presentation by Arizona Fight Club**

Mr. Brent Billingsley, stated that the Town has received a Development Agreement Application and invited Mr. Robles to discuss the of the Robles Family history in Florence and what they would like to work with the Town on.

Mr. Randy Robles, Arizona Fight Club Owner, and his wife Julie Robles, provided a presentation in which they outlined the following:

- Who We Are
  - Arizona Fight Club – (Boxing Fitness Gym)
  - Established in 2009
  - We offer multiple boxing and fitness programs for children, adults, and seniors (55+). Whether you are looking to compete, lose weight, learn -defense, or live a healthy lifestyle, we are here to help.
  - We are passionate about helping at-risk youth. We are fighting to keep kids in school, fighting to keep kids off drugs, and fighting to be a positive influence amongst our community.
  - Arizona Fight Club has also produced many amateur champions at the state and national level. Many have successfully gone on to the pro level of boxing while showcasing their talents on major networks such as Showtime and ESPN.
- About the Owners
  - Randy Robles has spent a lifetime in boxing starting at the age of 6 as a boxer. He is now a boxing trainer, cut man, manager of pro fighters, and gym owner.
  - Six years ago, Randy met his wife, Julie Robles, at the Arizona Golden Gloves.
  - Since meeting, Julie began managing the gym while assisting Randy with his pro fighters.
- What does Arizona Fight Club Offer?
  - Group classes such as:
    - Boxing fitness
    - Kickboxing
    - Boot camps
    - Zumba
    - Pilates
    - Yoga
    - Other fitness related classes to be added as we grow
  - Technical training for:
    - Amateur boxing team
    - Pro fighters
  - Self -Defense seminars
  - Desert Training Camp for pro fighters from around the world. These fighters will be able to stay and train here before big upcoming fights.
  - Personal Training

- How did Arizona Fight Club Begin?
  - Randy Robles worked as a trainer at a boxing gym in Tempe for over a year that did not allow kids under the age of 14, amateur boxers, or professional boxers. The vision for his own boxing gym began in 2009 as he wanted to provide a boxing facility for all ages, amateur, and pro boxers alike.
  - He first opened Arizona Fight Club in Tempe, AZ. Over the last 10 years he has partnered up with other various gyms but feels he hasn't found his forever spot.
  - He began to think about the Town of Florence where his boxing journey started for him.
  - Randy and his wife, Julie, have become very passionate about bringing their boxing gym back home to his roots.
- Who is Our Head Boxing Coach?
  - Randy Robles was one of the greatest amateur boxers of all time with a record of 426 wins and only 11 losses.
    - He has worked in the boxing industry for over 40 years and now trains boxers himself.
    - He has worked with many world champions and has helped many kids get off the streets to pursue their dreams of becoming a boxer.
    - He has been named Coach of the Year many times for the West Coast.
    - Randy is always striving to offer the best boxing and fitness programs for everyone who attends the gym.
    - Over the years coaching boxers, he has also managed multiple boxing fitness facilities including a gym of his own.
    - But now he would like to bring his experiences and knowledge back to the town of Florence where it all began for himself.
- Why Florence, Arizona
  - Florence, AZ has a high demand for a facility like this as there is no other gym like it within a 30-mile radius of the town.
  - Randy and his wife Julie would like to bring back what his father started when Randy was a child growing up in the Town of Florence.
  - Substance abuse is a problem in many communities. One of our goals is to offer a healthy outlet for at-risk youth.
  - We have a petition survey with close to 500 signatures from residents in the town that want to see a boxing fitness gym in the Town of Florence.
- What specific programs will we offer the Town?
  - Kids Boxing/Kickboxing program for ages 8-12
  - Boxing and Fitness programs for ages 13+
  - Senior Boxing program for ages 55+
  - Amateur Boxing Team for those wanting to compete in the sport and possibly pursue their dreams in becoming an Olympian or professional boxer
  - Boxing and Fitness programs that will benefit our Military, law enforcement, and prison guards that live in town.
  - Self-defense seminars
- Benefits of Boxing
  - Cardiovascular health
  - Improved Strength
  - Better hand-eye coordination
  - Decreased stress level

- Self defense
- Increased confidence and self-esteem
- Healthy weight management
- Promotes discipline and respect
- Improves both physical and mental fitness
- Community Outreach
  - Get involved with different community programs
    - Sheriff's Department
    - Group Homes (NHYH)
    - Children living on the reservation in Sacaton
  - Fundraisers for boxing team
    - Car Wash
    - Poker Night
  - Charity Events
    - School Supply Drive
    - Toy Drive
    - Food Drive
  - Sponsors
    - We are working with local non-profits that will help sponsor children whose families cannot afford the membership fees
    - Local businesses wanting to sponsor a professional boxer
    - Local sponsors for amateur boxer events
- Weekend Events
  - Amateur Boxing Events
    - Every other month if not once a month
    - Support local talent
    - Raises funds for the team
    - Family friendly event with food and music
  - State Championship Events
    - Host Copper and Golden Glove Tournaments
    - Bring economic value to the town (hotels, restaurants, and other local businesses will benefit)
  - Both events will bring high interest to the Town of Florence
- Fight Night at the gym
  - A giant movie screen will show the pro fights
  - Show Pay-Per-View fights and other big-time fights that might be on ESPN, Showtime, or HBO. Some of these fights could include boxers that train at our facility.
  - Food and Drinks
  - Fun for the whole family
- Jobs
  - We will hire 4-6 full time employees and 8-10 part time employees. Some of these jobs will include:
    - Fitness Instructors
    - Front Desk Associate
    - Janitorial & Cleaning Team
    - Marketing Associate
    - Personal Trainers
- Location – To Be Determined (TBD)

- We would love to be on or near Main St in Florence, AZ
- Found one building on Main St that could work temporarily. But we would need to purchase custom made equipment that costs roughly \$100k made special for this building. After finding our “forever” spot, the same equipment might not work for us anymore.
- Open to other buildings (possibly a lease to own option)
- Possibility of us building our own building (site TBD)
- Options for Building our “Forever” Spot
  - We are considering building our own boxing fitness gym
  - We would like to establish our “forever” home. We want Arizona Fight Club to be around even after our passing
  - If we build, the building would be built specific to the fitness gym’s needs
  - We are already working with a team of architects & are still in the design phases because the site is still TBD
  - If we build in Florence, our dream is to be near the new library and aquatic center at the end of Main St
  - We have a construction company & contractor lined up and ready to get started
- Why do we need living quarters?
  - The living quarters would be used to house various pro fighters from all around the World.
  - Our facility would be used as their Desert Training Camp before big upcoming fights.
  - These professional boxers would occasionally train side by side with many of the children that reside in Florence, AZ.
  - Could you imagine a World Champion boxer running with the kids in the town?
  - After these fighters leave our Desert Training Camp to go fight we will show the fights at our gym if they are televised.
  - This would be very inspiring for the youth of the town and used as a tool to encourage children to stay in school, stay focused, and always do their best to succeed.
- Future Plans: Short -Term Goals
  - Our short-term goals include fundraising and finding sponsors for underprivileged youth whose families cannot afford the membership.
  - Secondly, we would like to purchase a van or bus that can be used to transport our amateur boxing team to different competitions and events.
  - Thirdly, Arizona Fight Club plans to put on amateur boxing events in the town of Florence every other month if not every month.
- Future Plans: Long-Term Goals
  - Our long-term goals include adding an outdoor training facility with an obstacle course, sand pits, and cargo climbing nets.
  - As well as, a possible addition on our building for an MMA program.
  - Additionally, Arizona Fight Club will offer a desert training camp with living quarters for professional fighters from around the world.
  - In conclusion, we want to own our building.

Mrs. Robles showcased photos of Mr. Robles throughout his career as well as pictures of participants. She provided depictions of what the building would look like.

Mr. Robles stated that they have a 60% retention rate of clients who stay with them over 10 years. Most clients who join become life-long members. As they relocate to Florence, many of them said they would follow. They are excited to bring their passion and knowledge of boxing to the Town. She stated that their boxing and fitness programs are some of the best that Arizona has to offer. She provided letters of recommendation as well as a survey petition of when they went out in the community.

Mr. Billingsley stated that the Town received the Development Agreement Application from Arizona Fight Club.

Mayor Walter stated that the Council is excited that they want to come to the Town of Florence and move forward with the project.

Mr. Robles introduced Orthon Carrola, amateur fighter, who has been with him since he was 13 years old. He stated that Mr. Carrola will be a national champion soon. He and his family will move to Florence along with Robles when they open their business here.

Mr. Robles' business donated a vast variety of non-perishable food items for the food drive and enjoys in being part of the community. He stated that they teach about being successful in life, and not only boxing.

Mayor Walter thanked Mr. Robles for the donation as well as for choosing to come back to Florence.

### **Presentation on the 2018 Pinal County Community Wildfire Protection Plan.**

Mr. David Strayer, Fire Chief, stated that the Pinal County Office of Emergency Management hired a consultant to update their Wildland Fire Mitigation Plan. The process took approximately six months that involved fire departments throughout Pinal County. He introduced Mr. Art Carlton, Pinal County Office of Emergency Management.

Mr. Art Carlton, Pinal County Office of Emergency Management, provided the following presentation, in which he discussed the following:

- 2018 Pinal County Community Wildfire Protection Plan (CWPP)
- What they cover?
  - What is a Community Wildfire Protection Plan?
  - History and Past Council Actions
  - What are the benefits to the Town of Florence
- What is a Community Wildfire Protection Plan?
  - A local plan to address and reduce the wildland fire risk to the Town of Florence and Pinal County as whole;
  - Collaboratively developed by our local governments and fire departments, with assistance from State and Federal agencies;
  - Identifies and prioritizes areas for fuel reduction treatments;
  - Recommends measures that can be taken to reduce ignitability of structures;
  - Encourages community involvement and promotes economic development.
- History and Past Council Actions

- The plan was first developed in 2009
- The current revision process began on October 17, 2017
  - Should be updated every five years
- The revision process included a core team composed of local fire departments, state and federal forestry and fire agencies, electric utilities, and subject matter experts
  - Subject matter is the fuel such as brush, trees, weeds, etc.
- The Pinal County Board of Supervisors approved the Plan on August 8, 2018.
  - Town of Florence must approve Plan before they can move forward.
- What are the benefits to the Town of Florence?
  - Gives local government and fire chiefs a critical role in the development of the plan who along with the state, must agree to the plan;
  - Establishes locally determined and approved wildland urban interface boundaries;
  - Gives priority for federal mitigation grant funding, to the maximum extent possible, to communities that have adopted a plan;
  - Requires federal agencies implementing fuel reduction projects to give priority to projects that are identified in the plan;
  - Does not obligate the Town to any policy, project, or expenditures.
  - Explained the risk areas and how high the risk is
- It helps ISO rating and places them in front for receiving mitigation funds
- The 2018 Pinal County Community Wildfire Protection Plan can be found online at: [pinalcountyaz.gov/EmergencyManagement](http://pinalcountyaz.gov/EmergencyManagement)

Councilmember Wall inquired how the Town would approach those areas that they do not have jurisdiction over.

Mr. Carlton stated that they will work with partnerships between the Town, County, State Agencies, Federal Agencies, private sector and private property owners. He provided examples of instances in which multiple agencies worked together, such as in the San Pedro Valley.

Mayor Walter inquired what the next steps are moving forward.

Mr. Carlton stated that the Plan would need to be approved by the Florence Town Council.

Councilmember Anderson stated that the wash in the Anthem area has not been cleaned up for over six years. He inquired how that can get cleaned up.

Mr. Carlton stated that you would work with the local jurisdictions as well, as County, State and Federal entities to get the wash cleaned up.

Discussion occurred on the threat levels regarding the areas within the Town and those near the Town and how to remove or lower the threat by thinning out the dry foliage, otherwise known as fuel.

Mayor Walter inquired about Cactus Forest, specifically because Rural Metro will not respond to that area.

Mr. Carlton stated that the Pinal County Emergency Management Director has been tasked with trying to find a way to offer fire protection to the unincorporated areas. Development is coming to this County, and not having fire protection is hindering growth in those areas. By having fire service in those areas, it will promote economic development.

Chief Strayer stated that the Town has a great partnership with Pinal County.

### **Proclamation declaring October 7-13, 2018 as Fire Prevention Week.**

Mayor Walter declared October 7 -13, 2018 as Fire Prevention Week.

### **Proclamation declaring October 2018 as Domestic Violence Awareness Month.**

Mayor Walter declared October 2018 as Domestic Violence Awareness Month and presented the proclamation to Ms. Nancy Larsen, Pinal County Attorney's Office.

Mr. Daniel Hughes, Police Chief, stated that last year, at this time, the Town had 84 domestic violence calls, compared to 92 this year. He stated that Florence and Pinal County have several options for help available for those who are experiencing domestic violence. Florence has a team that can go out and talk to families and refer them to the many resources that are available locally.

### **Hunger Month Challenge Presentation.**

Mayor Walter thanked everyone who participated in the food drive. She stated that the food will be donated to the Florence Baptist Church and the Florence Mosaic Church, as both operate food banks. She stated that a challenge was posed to Town Departments to see who could bring in the most donations, and all departments participated. The top three departments are:

- 3<sup>rd</sup> Place: Fire Department with 54 food items donated
- 2<sup>nd</sup> Place: Community Services with 163 food items donated
- 1<sup>st</sup> Place: Administration with 317 food items donated

Mayor Walter stated the Town also had an Arizona Department of Transportation event, which yielded an additional 326 food items donated. She stated that the total amount of items to be donated is 880, not including all the food items donated by the Robles family this evening.

### **Recognition to the Town of Florence as Recycling Champions 2017.**

Mr. Billingsley stated that the Town of Florence has again won the recycling award over its last fiscal year regarding its paving projects. The Town used approximately 130,500 pounds of ground rubber that was derived from approximately 13,000 tires. Those tires were kept out of the landfill. He congratulated Mr. Chris Salas, Public Works Director, and staff for their recycling efforts.

Mr. Salas thanked the Council for their support and approval of the projects. He also thanked Mr. Dan Cisco, Public Works Superintendent, for managing the projects.



**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 Initial Term Extension of the Lease Addendum between the Town of Florence, and Weagant Law Offices, PLC, at the Brunenkant Building, through October 31, 2019. (Jennifer Evans)**

**Approval of the Intergovernmental Agreement Number 2018-03, regarding reimbursement of overtime and overtime employee-related expenses incurred due to the Florence Police Department's participation in the Pinal County Narcotics Task Force's Arizona Criminal Justice Commission (ACJC) Grant # DC-17-010. (Jennifer Evans)**

**Approval of the Intergovernmental Agreement between the Town of Florence and the Florence Unified School District #1 for joint-use of recreation facilities. (Bryan Hughes)**

**Approval of the Professional Services Agreement Extension with Wilson and Company, Inc., for General Civil On-Call Engineering Services. (Chris Salas)**

**Approval of the Professional Services Agreement Extension with T. Y. Lin International, for General Civil On-Call Engineering Services. (Chris Salas)**

**Approval of the Professional Services Agreement Extension with Water Works Engineers, LLC, for Utility On-Call Engineering Services. (Chris Salas)**

**Approval of the Professional Services Agreement Extension with EPS Group, Inc., for On-Call Engineering Services. (Chris Salas)**

**Accept the resignation of Duane Noack from the Arts and Culture Commission (Lisa Garcia)**

**Authorizing the Town Manager to enter into an Intergovernmental Agreement with the City of Phoenix for use of the Phoenix Business Intelligence System. (Joe Jarvis)**

**Approval to contract with Fairfield Service Company of Indiana LLC, in an amount not to exceed \$50,000, for service technician, evaluation, rehabilitation and repair of the Fairfield Service Company Climber Screen. (Chris Salas)**

**Approval of accepting the register of demands ending August 31, 2018, in the amount of \$3,359,014.33. (Joe Jarvis)**

**On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried (7-0) to approve the Consent Agenda, as written.**

## **NEW BUSINESS**

**Discussion/Approval/Disapproval of a six-month extension of the Greater Florence Chamber of Commerce Professional Services Agreement, through June 30, 2019, in an amount not to exceed \$33,750.**

Ms. Jennifer Evans, Management Analyst, stated that the Greater Florence Chamber of Commerce is seeking additional funding associated with their professional services contract this year. The agreement will expire December 31, 2018 and the request is to extend the agreement to June 30, 2019 with the addition of \$15,000 in funding.

Mr. Larry Johnson, Executive Director, Greater Florence Chamber of Commerce, stated that he has over 15 years of chamber management experience. He was with Apache Junction for nine years where they achieved significant success where they grew the businesses and memberships doubled in both membership and visitors at the Visitor's Center. He stated he is a Florence native, raised in Globe/Miami. He has a passion for small communities and wants to see them grow to their full potential.

Mr. Johnson stated that it is his understanding there has been some faith lost between the Town and the Chamber. He stated that he is a man of his word and will address the Town's concerns. He is reaching out to everyone to gather input as to what direction they would like to see the Chamber take.

Mr. Johnson stated they would like to participate in the next food drive.

Councilmember Wall thanked Mr. Johnson for accepting the position. She stated that as the liaison to the Chamber, she is excited to see the professionalism and the makeup of the Chamber Board and the direction that they are going. She welcomed Mr. Johnson to Florence.

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried (7-0) to approve a six-month extension of the Greater Florence Chamber of Commerce Professional Services Agreement, through June 30, 2019, in an amount not to exceed \$33,750.

**Discussion/Approval/Disapproval of the Professional Services Agreement Extension with Hazen and Sawyer, for Utility On-Call Engineering Services in an amount not to exceed \$175,000.**

Mr. Salas explained that within the Arizona Revised Statutes, Chapter 6, Title 34, there is a description of what is required for using professional services on publicly bid projects. The Town is required to obtain services based on qualification and not on a low bid principal for the professional engineering service. This would entail utility engineers, CFD engineers, and general on call engineers.

Mr. Salas stated that approximately two years ago, the Town approved two-year contracts for all of their on-call engineers. Hazen and Sawyer and WestLand Resources, Inc. have secured a majority of the Town's work and staff is asking for an additional \$175,000 for each. The amount has been budgeted for and the majority of the work is being done by those two contractors.

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried (7-0) to approve the Professional Services Agreement Extension with Hazen and Sawyer, for Utility On-Call Engineering Services in an amount not to exceed \$175,000.

**Discussion/Approval/Disapproval of the Professional Services Agreement Extension with WestLand Resources, Inc., for Utility On-Call Engineering Services, in an amount not to exceed \$175,000. (Chris Salas)**

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to approve the Professional Services Agreement Extension with WestLand Resources, Inc., for Utility On-Call Engineering Services, in an amount not to exceed \$175,000.

**Discussion/Approval/Disapproval of the Air Methods Corporation, non-exclusive, Revocable License Agreement for the utilization of the helipad at Fire Station 541.**

Chief Strayer, stated that the local hospital closed several months ago, which is where the ambulance and helicopter were housed. The efforts are to maintain emergency service delivery in the Town. AMR is temporarily housed at Fire Station 2. Staff is asking Council to consider allowing an Air Methods helicopter to use the helipad on a temporary basis until they find permanent quarters. If approved, the agreement is for a temporary basis and expires June 30, 2019.

Chief Strayer stated that this is a critical service for the community. Patients who have trauma or strokes use this service and many lives have been saved because of it.

Mayor Walter thanked Air Methods for servicing Florence.

The Air Methods Representative stated that they operate 300 bases nationwide and service 48 states. They operate LifeNet 1, which serves Florence and have done so for over 10 years. He stated that with the hospital closing, they were no longer able to stay there and thanked the Town for the opportunity to serve the community.

Mayor Walter inquired if there will be an option to have two helicopters located in Florence when the hospital opens back up, based on the call volume.

The representative stated that they are not opposed to the idea if the call volume supports the need for two helicopters.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried (7-0) to approve the Air Methods Corporation, non-exclusive, Revocable License Agreement for the utilization of the helipad at Fire Station 541.

**Discussion/Approval/Disapproval of the Land Use Approval Process Agreement by and between the Town of Florence, a municipal corporation, and SWVP-GTIS MR L.L.C., a Delaware limited liability company.**

Mr. Billingsley stated that the Town approved a similar agreement with Pulte. He stated that the Town entered into two separate Development Agreements, one in 2003 and in 2005 that pertained to Anthem and to Anthem at Merrill Ranch. It became clear, approximately two

years ago, that clarification need to be made with the relationship with the Town's partners, Pulte, and Southwest Value Partners. The Town has taken on a third partner, D. R. Horton. The Town has concluded the negotiation process with Southwest Value Partners and have crafted an acceptable clarification agreement which is beneficial to both the Town and the developer. Such items include:

- Extension of development time frames
- Responsibility clarification for maintenance
- Storm drains
- Right of way dedication requirements
- ADA improvements
- Drywell maintenance
- Financial assurances
- The ability to collect development impact fees
  - Were given away in the original development agreement

Mr. Billingsley stated that the agreement is valid through 2038.

Councilmember Anderson stated that the streets are 42 feet wide; however, it is his understanding that the streets would be 50 feet.

Mr. Billingsley stated that the Town agreed to 42-foot wide streets with the developer with regards to the existing Planned Area Development (PAD), so they had room for the five-foot ADA required sidewalks.

Mr. Anderson stated that he would prefer the 50-foot width. It is his understanding that there are parking requirements for parking on both sides of the street.

Mr. Billingsley stated that the Town has two agreements that set forth the parking standards as well as engineering standards that have been approved for this subdivision. The Town would need to completely start over with the PAD because they would lose hundreds of lots and all the standards would need to be changed if they went with 50-foot-wide roads. This is not an amendment to the agreement, but rather a clarification under the existing development agreement. He stated that the reason that they can go two feet wider is because the development agreement included a provision that said if there are changes to federal law, they had to work within that.

Mr. Billingsley stated that there was a change after the PAD was approved, requiring five-foot sidewalks in residential streets. This is an accommodation as a clarification, and not an amendment to the PAD.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried (6-1: Yes: Walter, Woolridge, Hawkins, Guilin, Wall, and Larsen: No: Anderson) to approve the Land Use Approval Process Agreement by and between the Town of Florence, a municipal corporation, and SWVP-GTIS MR L.L.C., a Delaware limited liability company.

## **MANAGER'S REPORT**

Mr. Billingsley provided the following report:

**Community Vitality:** The Community Services Department Fall and Winter 2018 Activity Guide was sent to homes over a week ago. The guide lists programs and events from Recreation, Senior Services, Library, Aquatics and Fitness from September to December 2018. Staff has received an overwhelmingly positive response from the public, many who have stated that they had no idea the Town offered this level of programming. This was the first time that the guide has been mailed to all residences in the 85132-area code. Staff hopes the mailing of the guide will increase attendance at programs and events.

**Economic Prosperity:** The Town has received a Development Agreement Application from Arizona Fight Club. Randy and Julie Robles intend to build a boxing and fitness gym in Florence. They have been working with an architect on the design and already have a contractor for the project.

**Leadership and Governance:** Every two years, the Town Clerk's Office conducts a training program for incoming Town Council Members to support them during their first weeks in office. Workshops are specially designed to assist with the Council/Manager Form of Government, municipal budget and financing, the Open Meeting Law, planning for the future, and the functions of each of the Town departments. Newly Elected Training kicked off the week of September 17<sup>th</sup>.

**Partnerships and Relationships:** Last week the Town of Florence and Pinal County hosted the Arizona State Transportation Board here in Florence. Festivities included a golf tournament, Board Dinner at the Windmill Winery, Continental Breakfast, and ultimately the ADOT Board Meeting. The response has been overwhelmingly positive.

**Transportation and Infrastructure:** The Public Works Department is currently conducting our annual Polymer Modified Asphalt Rubber (PMAR) and HA5 paving programs. This year's PMAR program started the week of September 17<sup>th</sup> and will result in 83,859 square yards of paving. The HA5 program will begin September 24<sup>th</sup> and will result in 143,584 square yards of paving.

**Upcoming Events/Meetings/Forums:**

- The Florence Community Services Department is working with the Pinal County Attorney's Office to host a Domestic Violence Awareness event on Thursday, October 4th. The event will begin at Padilla Park at 5:30 p.m. and will conclude with a candlelight walk down Main Street to the Suter House, where victims and witnesses of domestic violence will be displaying works of art. A small reception will be held at the Suter House.

**DEPARTMENT REPORTS**

**Community Development**

**Community Services**

**Courts**

**Finance**

**Fire**

**Police**

**Public Works**

Councilmember Hawkins inquired when something will be done with the Kokopelli Moon Saloon. He asked if the evaluation is complete and what does the owner plan to do.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that staff is planning to come forward with a presentation at the next Council meeting to discuss this further.

The Department Reports were received and filed.

### **CALL TO THE PUBLIC**

Ms. Gayle Hughes, Cactus Forest Resident, stated that it is rumored that Cactus Forest will be annexed into the Town, and then that they are not going to be annexed into the Town; however, it is her understanding that it is in the 2020 General Plan Annexation.

Mayor Walter stated that they are in the General Plan, but there are no annexations moving forward. She asked that Ms. Hughes speak with Mr. Billingsley so that he may provide her more information. She stated that Mr. Ben Bitter, PIO Officer/Assistant to the Town Manager, may be able to submit an article in the local paper so that they can communicate with all of the Cactus Forest residents.

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

Councilmember Guilin commended Mr. Salas for all of the projects that he has completed. She stated that he had done more in the short time that he has been with the Town than the 19 years that she had worked with the Town. She stated that he is doing a great job.

Councilmember Anderson stated that he attended the Pinal Partnership in which they discussed opportunity zones. He explained the benefits of being in an opportunity zone and it being tax free after 10 years. He stated that the Chamber can assist by promoting this and getting people to invest in Florence's downtown.

Councilmember Wall attended the events for the Arizona Department of Transportation Board meeting. She stated that it was a good experience and the Windmill Winery did a great job hosting the dinner. She stated that there were a lot of executives and elected officials from the surrounding communities that attended the events and it was a great networking opportunity for all. The Pinal County museum had an impressive display of the history of transportation in Arizona, and specifically, Florence. A lot of the attendees learned of the various transportation methods that Florence had. The display is open for the public to see.

Councilmember Wall stated that she will not be able to attend the Budget Committee Meeting on October 3, 2018 as she will be in Apache Junction participating on a panel with civic individuals for interviewing the finalists for the Horizon Health CEO position. She will also be attending an in-service presentation for Town staff regarding community engagement in customer service. She stated that the presenter is the same that presented at the League Conference.

Councilmember Wall asked that the information provided to the Council regarding opportunity zones be shared with the Chamber.

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Councilmember Larsen stated that she announced the Activity Guide on social media and received a positive response. People are able to plan their vacations around certain events. She asked that the brochures be available at the Community Center for those who did not receive a copy. She announced upcoming events and invited everyone to participate.

Councilmember Larsen stated that it is important for Council to voice what they would like to see included in the upcoming budget.

Mayor Walter stated that the Make A Difference Day is on October 27, 2018. United Way received a grant and they are investing it in Florence and helping with the community food drive. They have pre-ordered \$2,000 worth of product to make minestrone soup. They are looking to make up a team of 20 volunteers to package the meal packets. The goal is to make 5,000 meals. The food will stay local. United Way is hoping to make this an annual event. There are other meal options that can be made.

Mayor Walter stated that there will also be a book drive during the community clean-up day.

Mayor Walter discussed her trip to Washington D.C. She stated that she was able to tour the White House. The speakers and/or speaking topics included:

- Vice-President Mike Pence was the keynote speaker
- Ms. Karen Pence spoke about career opportunities for military spouses
- Ms. Betsy DeVos, U.S. Department of Education Secretary, spoke about education support of all students and how we are preparing for the jobs of 2020 and 2030 that have not even been created yet.
- Fighting the opioid epidemic
- Public/Private partnerships

Mayor Walter stated that she has shared the information at all of the meetings she has attended. She also met Ms. Al Heggins, Mayor of Salisbury, North Carolina, and they discussed why they ran for office.

Mayor Walter explained that she ran for office due to a personal experience that tied into how Florence is the safest community in Arizona. That sparked Mayor Heggins to go back to her community to make it the safest community in North Carolina. She shared with her that staffing and response time are the two most important components. Florence is inspiring other communities to be better as well.

Mayor Walter congratulated the Florence Gophers for their win against the Coolidge Bears.

## **ADJOURNMENT**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to adjourn the meeting at 7:51 p.m.

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Tara Walter, Mayor

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ATTEST:

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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 October 1, 2018, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk



**MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING OF THE FLORENCE TOWN COUNCIL HELD ON MONDAY, OCTOBER 15, 2018, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter called the meeting to order at 5:00 pm.

**ROLL CALL:**

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

Absent: Guilin

**ADJOURNMENT TO EXECUTIVE SESSION**

**For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3) and (A)(4) to consider its position and instruct its representatives and/or attorneys regarding:**

**Town's position and instruct its attorneys regarding pending litigation in the U.S. District Court for the District of Arizona: (Case No. CV-14-01304-PHX-DMF) Walt Hunter and Jarris A.H. Varnrobinson VonZombie v. Town of Florence, et al.**

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried (6-0) to adjourn to Executive Session.

**ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried (6-0) to adjourn from 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.**

Ms. Ruth Harrison, Florence Resident, asked the Council to save the historic walls of the Kokopelli Moon Saloon. She asked that the burned debris be removed, that they stabilize the walls and add a new roof and floor. She stated that Florence cannot afford to lose another building in the Historic District. She stated that the distressed buildings, such as the Kokopelli are opportunities for capital gain. She stated that the Town could also appeal to the residents and open a 501(c)3 non-profit to accept donations for projects, such as this. The Industrial Development Authority is a non-profit that can accept donations and do projects such as this as well.

## **WORK SESSION ON LAND USE ASSUMPTIONS (LUA), INFRASTRUCTURE IMPROVEMENTS PLAN (IIP), AND DEVELOPMENT FEE UPDATE.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Town is in the process of updating the town-wide development fees. Residents may view the Plan at Town Hall or on the Town's website.

Ms. Garcia, stated the dates of importance are:

- Monday, October 1, 2018 - Published 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 7, 2019 - Council Work Session: Development Impact Fees & Stakeholder Meeting
- Monday January 7, 2019 - LUA and IIP adoption
- Monday, March 11, 2019 - Public Hearing: Development Impact Fees
- Monday, April 15, 2019 – Ordinance for adoption of Development Impact Fees
- Monday, July 1, 2019 - Development Impact Fees become effective

Ms. Garcia stated that the Town entered into a contract with TischlerBise, to complete the Development Impact Fee Study and Infrastructure Improvements Plan (IIP), on September 18, 2017. She stated that Carson Bise has 28 years of fiscal and economic planning experience and has conducted the fiscal and infrastructure finance evaluations in 36 states.

Mr. Carson Bise, President of TischlerBise, provided a presentation in which he discussed the following:

- Who they are
  - 40-year consulting practice serving local government nationwide
    - Impact fees/infrastructure financing strategies
    - Fiscal/economic impact analyses
    - Capital improvement planning
    - Infrastructure finance/revenue enhancement
    - Real estate and market feasibility
- Senate Bill1525 adopted in 2012
  - Three integrated products
    - Land Use Assumptions (at least 10 years and approved by elected officials)
    - Infrastructure Improvements Plan (IIP) limited to 10 years (no build out analysis)
    - Development Fees part of broader revenue strategy
  - Based on same Level-of-Service (LOS) provided to existing development

- Limitations on Necessary Public Services
  - 3,000 square feet recreational facilities
  - No regional training facilities for public safety
- Refunds can be requested if improvements are not built
- Legal and Methodology
  - One-time payment for growth-related infrastructure, usually collected at the time buildings permits are issued
  - Can't be used for operations, maintenance, or replacement
  - Not a tax but more like a contractual arrangement to build infrastructure, with three requirements
    - Need (system improvements, not project-level improvements)
    - Benefit
      - Short range expenditures
      - Geographic service areas and/or benefit districts
  - Proportionate
- Summary of LUA
  - Population increase
    - Year round: 3,331
    - Seasonal: 1,101
  - Housing unit increase
    - Single family: 1,750 units
    - Multifamily: 250 units
  - Nonresidential development increase
    - 3,719 jobs
    - 1.3 million square feet
- Parks and Recreation
  - Methodology and Components
    - Consumption-based approach
    - Town-wide service area
    - Components
      - Park and open space land
      - Park improvements
- Projected Demand (IIP)

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Land	Residential	0.0083	Acres	per Person
	Nonresidential	0.0007		per Job
Improvements	Residential	0.060	Units	per Person
	Nonresidential	0.005		per Job

Need for Park Infrastructure					
	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
Ten-Yr Increase		4,433	3,719	39	285
Growth-Related Expenditures =>				\$390,208	\$3,817,598
<b>Total Growth-Related Expenditures</b>					<b>\$4,207,806</b>

- Proposed Development Fee

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
<b>TOTAL</b>	<b>\$897.39</b>	<b>\$70.86</b>

**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)

- Fire
  - Methodology and Components
    - Consumption-based approach
    - Town-wide service area
    - Credit for existing debt
    - Components
      - Station square footage
      - Apparatus
- Projected Demand

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Facilities	Residential	1.21	Square Feet	per Person
	Nonresidential	0.89		per Job
Vehicles	Residential	0.0005	Vehicles	per Person
	Nonresidential	0.0004		per Job

\$292 per SF

\$459,583 per Vehicle

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	<b>8,674</b>	<b>4</b>
Growth-Related Expenditures =>				<b>\$2,529,907</b>	<b>\$1,804,548</b>
<b>Total Growth-Related Expenditures</b>					<b>\$4,334,455</b>

- Proposed Development Fee

Fee Component	Cost Per Person	Cost Per Job
Fire Facilities	\$248.90	\$183.80
Fire Vehicles	\$251.39	\$185.62
Development Fee Study	\$5.84	\$2.36
Credit	(\$106.72)	(\$71.09)
Total:	\$399.39	\$300.68

Residential (per unit)

Development Type	Persons per household	Proposed Fees	Current Fee	Increase/Decrease
Single-family	2.42	\$968	\$917	\$51
Multi-family	1.80	\$719	\$743	(\$24)

Non-residential (per square foot)

Development Type	Jobs per 1,000 Sq. Ft.	Proposed Fees	Current Fee	Increase/Decrease
Commercial/Retail	2.34	\$0.70	\$0.66	\$0.04
Office/Institutional	2.97	\$0.89	\$0.61	\$0.29
Industrial/Flex	1.63	\$0.49	\$0.20	\$0.29

- Police
  - Methodology and Components
    - Consumption-based approach
    - Town-wide service area
    - Components
      - Police space
      - Police vehicles

- Projected Demand (IIP)

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Facilities	Residential	0.70	Square Feet	per Person
	Nonresidential	0.26		per Trip End
Vehicles	Residential	0.0021	Vehicles	per Person
	Nonresidential	0.0008		per Trip End

\$292 per SF

\$47,744 per Vehicle

<b>Need for Police Infrastructure</b>					
	<b>Year</b>	<b>Peak HH Population</b>	<b>Trip Ends</b>	<b>Facilities (SF)</b>	<b>Vehicles</b>
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
<b>Ten-Yr Increase</b>		<b>4,433</b>	<b>7,233</b>	<b>5,003</b>	<b>15</b>
<b>Growth-Related Expenditures =&gt;</b>				<b>\$1,460,893</b>	<b>\$732,825</b>
<b>Total Growth-Related Expenditures</b>					<b>\$2,193,718</b>

- Proposed Development Fee

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
<b>TOTAL</b>	<b>\$310.97</b>	<b>\$117.58</b>

**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

- Water

- Methodology and Components
  - Plan-based approach
  - Florence utility service area
  - Components
    - Transmission
    - Storage
    - Supply

- Water IIP

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Centennial Park Road 8" Loop		\$80,000	\$145,000				\$225,000
Adamsville Rd water line (12 inch)						\$250,000	\$250,000
Water line infrastructure to serve North Florence (16 inch)			\$1,000,000				\$1,000,000
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,475,000</b>

Ten-Year Increase in Gallons of Peak Demand per Day => 1,241,411  
 Cost per Gallon of Demand => \$1.19

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
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,250,000</b>

Gallons of Capacity per Day => 1,000,000  
 Cost per Gallon of Capacity => \$1.25

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	<b>\$2,750,000</b>
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$2,750,000</b>
						Gallons of Capacity per Day =>	1,440,000
						Cost per Gallon of Capacity =>	<b>\$1.91</b>

- Proposed Development Fee

<i>Input Variables</i>	<i>Cost per Gallon of Capacity</i>
Transmission Projects	\$1.19
Storage Projects	\$1.25
Supply Projects	\$1.91
Development Fee Study	\$0.03
<b>Capital Cost per Gallon of Capacity =&gt;</b>	<b>\$4.38</b>
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)

- Wastewater

- Methodology and Components
  - Consumption-based approach
  - Town-wide service area
  - Credit for future debt service
  - Components
    - Police space
    - Police vehicles



## Wastewater IIP

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
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,970,000</b>

Ten-Year Increase in Gallons of Peak Demand per Day => 931,058

Cost per Gallon of Demand => \$2.12

Description	Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Florence S. - WWTP Expansion				\$2,000,000	\$15,150,000			\$17,150,000
South WWTP Expansion Headworks	\$150,000	\$2,000,000	\$1,500,000					\$3,650,000
SWWTP disinfection system upgrade			\$30,000	\$3,000,000				\$3,030,000
S. WWTP odor control / dust abatement			\$300,000					\$300,000
<b>Total</b>	<b>\$150,000</b>	<b>\$2,000,000</b>	<b>\$1,830,000</b>	<b>\$5,000,000</b>	<b>\$15,150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,130,000</b>

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

Cost per Gallon of Capacity => \$16.09

### Input Variables

Cost per  
Gallon of  
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)

Meter Size (inches)	Meter Type	Capacity Ratio	Proposed Wastewater Fee	Current Fee	\$ Change
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	\$22,898	(\$3,696)
3.00	Compound	16.00	\$38,405	\$45,852	(\$7,447)
3.00	Turbine	17.50	\$42,005	\$49,862	(\$7,857)
4.00	Compound	25.00	\$60,008	\$71,262	(\$11,254)
4.00	Turbine	31.50	\$75,610	\$85,600	(\$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

- Transportation
  - Methodology and Components
    - Hybrid consumption/plan-based approach
    - Town wide service area
    - Components
      - Arterial road capacity
- Road IIP

<i>Improvement</i>	<i>Segment</i>	<i>New Lanes</i>	<i>Miles</i>	<i>Lane Miles</i>	<i>Func Class</i>	<i>Per lane mile</i>	<i>Project Cost</i>
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
				<b>101.7</b>		<b>\$1,105,582</b>	<b>\$112,437,700</b>

Source: Town of Florence.

- These are potential projects for which to use the development fees. Also used to derive weighted average cost per lane mile for the fee calculation.

- Proposed Development Fee

Average Miles per Trip=>	3.82
Cost per additional 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

**Residential (per unit)**

Development Type	Avg Wkdy Veh Trip Ends*	Trip Rate Adjustment	Trip Length Adjustment	Proposed Fees	Current Fee	Increase / Decrease
Single-Family Unit	6.20	63%	121%	\$2,250	\$2,086	\$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.

**- Proposed vs. Existing Fees**

**Residential (per unit)**

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

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

Type	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	(\$7,857)
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	(\$9,990)
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

Councilmember Wall inquired what HH and N & S stand for.

Mr. Bise stated that HH stands for household and N & S stand for non-residential square feet.

Mayor Walter inquired how the current fees are being collected.

Mr. Brent Billingsley, Town Manager, stated that the development impact fees are collected at permit; however, there were two separate development agreements where the Town collected 50% at permit and the remaining 50% prior to receiving the Certificate of Occupancy. He stated that the law now states that the fees will be collected at permit.

Mayor Walter inquired about the differences in impact fees and how it affects growth.

Mr. Billingsley stated that the impact fees are project-based. He stated that the projects that are located in other parts of the Town, other than those in the current fee schedule, are not set up to collect the fees. He outlined the upcoming projects and stated that it is a balancing act to make the necessary improvements for growth and still maintain competitive with surrounding entities for development.

Councilmember Anderson inquired who will pay for the impact fees for roads.

Mr. Billingsley stated that every new residential permit will be charged those fees to pay for the regional improvements. Mr. Bise explained that the Town has \$110,000,000 worth of projects that are needed. The Town will collect the funds and Council will determine which projects to spend those funds where the Town has the most need for.

Mr. Bise stated that with regards to the roads they want to allow for flexibility due to changes that can occur such as growth rates, funding, etc.

## **PRESENTATION**

### **Presentation of Letters of Appreciation and Challenge Coins from the Fire Department to Mr. and Mrs. Kruthaupt.**

Mr. David Strayer, Fire Chief, stated that on September 19, 2018, DEA Agent John Kruthaupt, and his wife Fabiola, stopped and aided the Florence Fire Department at a vehicle accident involving 11 patients with multiple fatalities that occurred on Highway 79, at mile post 122. Agent Kruthaupt identified himself and stated that he was an Emergency Medical Technician and offered to help. He was assigned to the treatment area. Mrs. Kruthaupt also offered to assist and was able to translate for each patient and aided in gathering the necessary information. She also offered words of encouragement to the injured patients and helped keep them calm in the aftermath of the accident. Due to the remote location of the incident and the lack of resources in the area, the assistance provided by Mr. and Mrs. Kruthaupt was both needed and appreciated.

Chief Strayer stated that six patients died on scene, and the other five were flown out. Unfortunately, two of those patients that were flown out passed away as well. This incident

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was considered a mass casualty since it was over 10 patients. He expressed his deep appreciation for their help and presented each of them with a Letter of Appreciation and Challenge Coin.

Mr. Mike Harrison, Engineer, Florence Fire Department, expressed his gratitude to Mr. and Mrs. Kruthaupt for their assistance. He stated that due to the severity of the accident, their assistance was much needed. He commended Mrs. Kruthaupt for her assistance in translating as it helped the Fire Department to expedite treatment and gather pertinent information. The Kruthaupts went above and beyond what is expected of citizens' who stop and help.

Mayor Walter expressed her appreciation on behalf of herself and the Council to Mr. and Mrs. Kruthaupt for their assistance. The Town is grateful that they were there at the right time.

Chief Strayer explained that the Challenge Coin originated in the military; however, Police and Fire use it as well. The Challenge Coin is reserved for people who go above and beyond or do something extraordinary. He was honored to present Mr. and Mrs. Kruthaupt with their own Challenge Coin.

Mr. Kruthaupt stated that the first responders were doing a great job and realized that they could use assistance. He realized the nature of the patience and the language barrier and asked his wife to assist as well. He was impressed with her, as she is not used to working in those types of situations. He stated that it was an honor to assist and he wishes that they could have done more.

**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 purchase of three Police Interceptors from San Tan Ford, for a total not to exceed amount of \$96,706.14.**

**Acceptance of the 2018 Homeland Security Grant Program Subrecipient Agreement 180303-01, from Arizona Department of Homeland Security, in the amount of \$36,798, for the Florence Public Safety Interoperable Communications Project.**

**Authorization to contract with Centimark, for replacement and repairs of the Police Department and Fitness Center roofs using the Mohave Contract #13XCTMK-0417 in an amount \$51,393.70, plus a 15% contingency, for a total not to exceed amount of \$59,102.76.**

**Authorization for the Town Manager to execute a Cooperative Purchasing Agreement with the City of Tucson.**

**Authorization to enter into an Intergovernmental Agreement, with Pinal County, to provide Commercial Driver's License Testing Services.**

**Notice of Change to Task Order, issued on April 23, 2018, to WestLand Resources, for Task Assignment to perform an Environmental Assessment of two parcels the**

**Town is proposing to acquire from the Bureau of Land Management for the expansion of the Poston Butte Preserve. This item is Information Only.**

**Responses to the Request for Proposal were received on March 7, 2018, for an Environmental Assessment for the Poston Butte Expansion Project and was awarded to Westland Resources. Council entered into an Extension to the On-Call Engineer Contract on October 3, 2018.**

**Approval of the September 4 (Work Session), September 4, September 7, September 17 and September 24, 2018 Town Council Meeting minutes.**

**Receive and file the following board and commission minutes:  
May 10, 2018 Arts and Culture Commission Minutes  
August 16, 2018 Planning and Zoning Commission Meeting minutes.**

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

## **NEW BUSINESS**

### **Resolution No. 1682-18.**

Mayor Walter read Resolution No. 1682 by title only.

### **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SUN CITY BOULEVARD – PHASE 2.**

Mr. Larry Harmer, Community Development Director, stated that the Map of Dedication for Sun City Boulevard – Phase 2 will result in the extension of Sun City Boulevard, north from the existing terminus near West Meadowlark Way, for a distance of approximately 4,100 linear feet. This extension will serve future development units 60, 66 and 70. The Map of Dedication has been reviewed by the Town Engineer and it meets with the Town's requirement.

Mr. Harmer stated that there is an old dedicated right-of-way from Pinal County that is being abandoned as part of the overall dedication. The total extension is approximately 5.6 acres.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adopt Resolution No. 1682-18.

### **Discussion/Approval/Disapproval of awarding a contract to Regional Pavement Maintenance of Arizona, Inc., to mill and replace asphalt for CIP T-60, East 1<sup>st</sup> Street Improvement Project, in an amount not to exceed \$755,544.80 under Job Order Contract (JOC) 2014-007 for the City of Buckeye.**

Mr. Chris Salas, Public Works Director/Town Engineer, stated that the project was awarded approximately one year ago. The project has not changed; however, it has taken some time to procure a new contractor. The Town has been working on getting quotes through the Job Order Contract. The Town has previously awarded multiple contracts to Regional

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Pavement with the same contract. Compared to previous, they are approximately \$15,000 to \$20,000 less than the competitive bid process.

Mr. Salas stated that the project is on 1<sup>st</sup> Street, between Main Street, and State Route 79.

Mayor Walter inquired if there is a timeline on when the project will be completed.

Mr. Salas stated the project will start in early January 2019 and will take approximately three to four months to complete.

Councilmember Anderson inquired if the waterline, which is critical, will be replaced.

Mr. Salas stated that the waterline replacement was critical and has been replaced. This is a multi-phased project. Part of the project was done in-house, and part of the project will require a contractor.

Mr. Billingsley stated the waterline was replaced prior to his and Mr. Sala's employment with the Town. The taps to the individual properties had not been replaced. Approximately one and half years ago, staff began replacement of the taps, and it took approximately six months to replace them all. He stated that the old line has been abandoned.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried to award a contract to Regional Pavement Maintenance of Arizona, Inc., to mill and replace asphalt for CIP T-60, East 1<sup>st</sup> Street Improvement Project, in an amount not to exceed \$755,544.80 under Job Order Contract (JOC) 2014-007 for the City of Buckeye.

**Discussion/Approval/Disapproval of awarding a contract to Apache Underground & Excavating, LLC, to do work associated with the Community Development Block Grant water line replacement project, in an amount not to exceed \$632,625.00.**

Mr. Salas stated that the 12" Waterline Phase 2 Project includes a Community Development Block Grant (CDBG) funded portion as well as a Town funded portion.

Mr. Salas stated that the project will include installation of approximately 3,000 linear feet of water line improvements along Ruggles Street, from North Park Street to North Phoenix Street, then south on North Phoenix Street to 12<sup>th</sup> Street, west on 12<sup>th</sup> Street and south on North Warner Street to Butte Avenue.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to award a contract to Apache Underground & Excavating, LLC, to do work associated with the Community Development Block Grant water line replacement project, in an amount not to exceed \$632,625.00.

**Authorization directing the Town's Attorneys to pursue the instructions given in Executive Session relating to U.S. District Court for the District of Arizona (Case No. CV-14-01304-PHX-DMF) Hunter, Varnrobinson Vonzombie v. Town of Florence et. al.**

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to authorize directing the Town's Attorneys to pursue the instructions given in Executive

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Session relating to U.S. District Court for the District of Arizona (Case No. CV-14-01304-PHX-DMF) Hunter, Varnrobinson Vonzombie v. Town of Florence et. al.

**SPECIAL MEETING WITH THE HISTORIC DISTRICT ADVISORY COMMISSION TO REVIEW AND TAKE ACTION ON ITEMS PERTAINING TO KOKOPELLI MOON SALOON PROPERTY LOCATED AT 255 N. MAIN STREET, FLORENCE, ARIZONA.**

**Historic District Advisory Commission Roll Call:**

Present: Wheeler, Adam, Reid, Smith, Schmidt, Novotny, Knight

**Discussion and possible action of the Historic District Advisory Commission to support an emergency demolition permit, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A located at 255 N. Main Street, Florence, Arizona.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, provided a presentation, in which she outlined the following:

- Hazard Abatement
  - 255 N. Main Street
  - Parcel Number: 200-49-017A
  - Owner: Florence Ironhorse Rodeo Consortium, LLC.
- Background
  - Kokopelli Moon Saloon was formerly known as La Cantina, Florence Bar, La Paloma, My Uncle's Place, Cowboy Cradle and My Office
  - Original Construction 1912-1914
  - Style: Early 20<sup>th</sup> C. Commercial transformed to Contemporary "Territorial"
  - Historic District Significance: Contributor
- History on building
  - The small building that was used as an apartment, and faced Bailey Street, was constructed in 1888
    - Modifications were made in 1941
  - Both structures that were facing Main Street were completed between 1912 and 1914
  - Covered patio was completed without permits so it is unknown when that portion was completed
    - Pinal County Assessor's Office listed on 2010 for the improvements
- Compliance
  - Fires on June 8 and June 26, 2018
  - Compliance Notices sent on the following dates:
    - June 13, 2018
    - June 29, 2018
    - July 27, 2018
      - Gave 60 days for the property owner to abate the issue
      - Acknowledgement of notices were received on August 6, 2018 confirmed by return receipt



- Notice on Non-Compliance stating that the 60 days had elapsed as well as the October 15, 2018 Council Agenda Packet were hand-delivered to the statutory agent on October 11, 2018
- There has not been much discussion from the statutory agent about letting the Town know what the property owner's intentions are
- Building Location
  - Downtown Florence in Historic District
- Image prior to fire

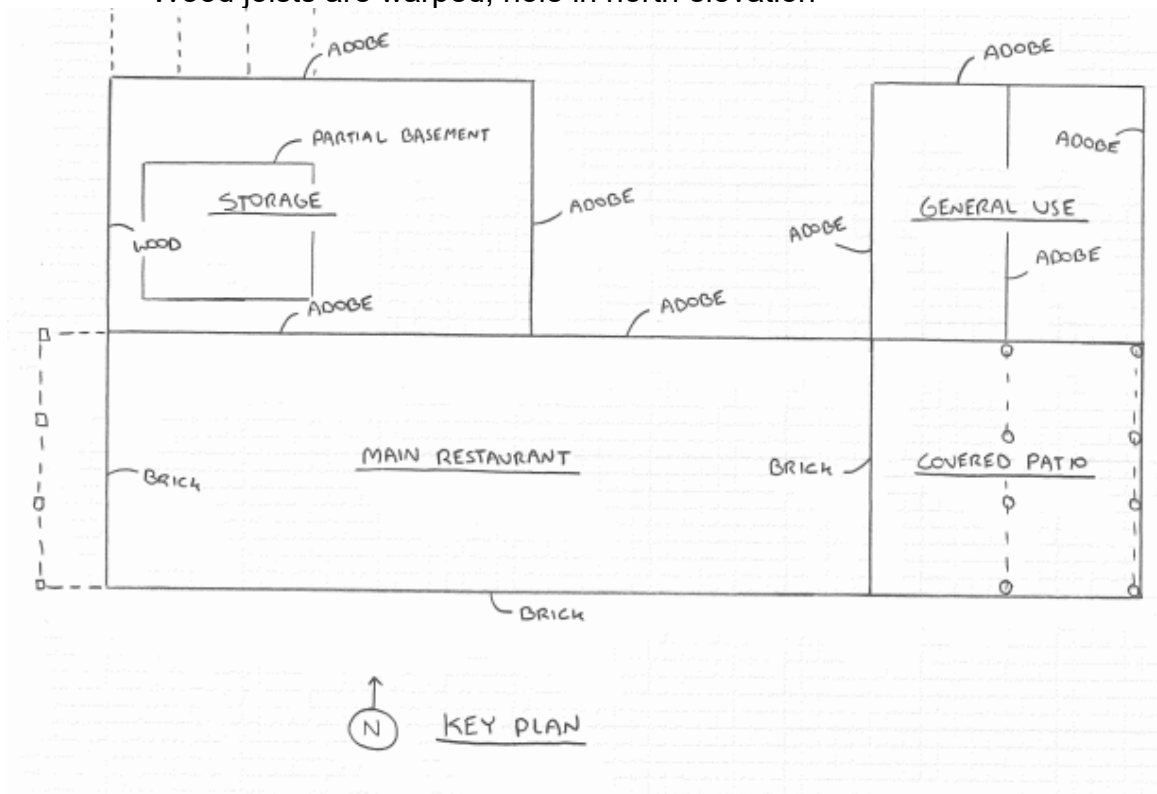


- Unsafe Structure
  - Section 110.1 International Property Management Code (IPMC)
  - Structure is damaged by fire and dilapidated, causing a dangerous, unsafe and unsanitary conditions, unfit for human habitation or occupancy, thus requiring demolition and removal of debris from the property





- 2006 IPMC 108
  - Conditions are unsafe because they are dangerous to the life, health and safety of the public. The structures are damaged and partial or complete collapse is possible
  - Town ordered Structural Report
  - Structural Report was provided to the Statutory Agent
- Structural Condition
  - Main Restaurant
    - Roof has been completely destroyed
  - Covered Patio
    - Roof has noticeable deflection at the wood joists
  - Storage Structure
    - Roof trusses have failed, noticeable deflection throughout.
  - General Use Structure
    - Wood joists are warped, hole in north elevation



- Required Action
  - Demolish, remediate, remove and dispose of all structures on the property including litter and equipment.
  - Demolish rear covered patio, located to the east of the main restaurant area.
  - Demolish existing storage structure, including roof, walls, and basement. The structure is compromised beyond reasonable repair.
  - Remediate and remove all hazardous substances on Property.
  - Demolish, fill and compact any basement openings to a standard of supporting construction of new structures.
- Not a typical situation
  - Abatement Issue
  - Town is not the property owner – Town is abating a life safety issue using the International Uniform Property Management Code, Town Code, and Fire Codes.
  - Not typical Historic District Advisory Commission demolition process.
  - Owner has not been responsive to date.
  - No insurance on building.
- 30 days from service (not yet issued)
  - Property owner will have 30 days to abate the situation after receiving Notice of Intent.
  - If the property owner fails to act, the Town will complete the necessary actions to ensure the safety of the community.
  - At the end of the 30 days, the Town will file documentation with the Town of Florence Magistrate to proceed with abatement.
  - There is an appeal process for the owner if they do not agree
  - Town will file all documents necessary to place a lien for the total required expenditure to abate the property.
- Historic District Action Requested
  - Historic District Advisory Commission to support an emergency demolition permit, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, 255 N. Main Street, APN 200-49-017A.
- Non-budgeted expense
  - Emergency Expenditure
    - Option 1: General Fund or Government Capital Account
      - Possible Reduction in Projects:
      - General Plan - \$350,000
      - Traffic Light - \$100,000 (Waiting for Warrant from ADOT)
      - Vehicles - \$94,000
      - Flooring - \$40,000
      - Council Projects - \$145,000 (Economic Development, PR Training, Tourism, Non-Profits)
      - Town Manager Contingency
    - Option 2: Use unbudgeted funds from 2017-2018, revenues over expenses
- Council Action #1
  - Authorize the Town Manager to use the City of Tucson Contract No. 18194601 Job Order for Demolition Services to solicit, negotiate, and enter into a contract with the selected vendor(s) in an amount not to exceed \$300,000 for demolition, abatement,

remediation removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon.

- Council Action #2
  - Authorize the Town Manager, the Town's Attorneys and other representatives of the Town, on behalf of the Town of Florence, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including full prosecution seeking demolition, remediation, abatement, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon.

Commissioner Adam inquired if the Town is suggesting to demolish and remediate all structures on the property, including the general use structure which may be sound.

Ms. Garcia stated that the Town is not the property owner and anything that is going to be demolished is under an abatement for life safety and public welfare. There are costs associated with preservation and the Town cannot spend money to shore-up the building or preserve private property.

Mayor Walter inquired if bricks from the building can be preserved because they have historic value. She inquired if this an LLC ownership.

Mr. Larry Harmer, Community Development Director, stated that the Town can be specific with regards to salvage; however, the cost of the demolition will increase because of the time it takes to do the salvage of the brick and adobe and demolition companies count on some of the salvage rights for themselves to help defer the cost that they would normally charge the Town.

Ms. Garcia stated that the business is an LLC; however, the LLC has one member and that member is also the statutory agent. All notices have gone to the statutory agent of the LLC.

Mr. Clifford Mattice, Town Attorney, stated that all notices that the Town has sent, and plan on sending, are directed to the LLC, and the member, and the statutory agent, at multiple addresses. The intent is to also post the building with the notice. The owner of the property has the ability to challenge that notice and challenge the assessment.

Mr. Mattice stated that staff would need to determine the cost for preserving the bricks and would include that cost as part of the lien amount.

Councilmember Larsen inquired if there is a liability on the Town preserving and utilizing the bricks for future projects. She stated that she is concerned about charging a property owner for the abatement and then using the materials on another project.

Mr. Mattice stated that he is not an expert on the remediation of materials, specifically with regards to asbestos and other hazardous materials. He stated that the fire was serious, and he is not aware of the cleaning process. He stated that he would be apprehensive about saving materials like that from a fire damage, or severely damaged situation with those hazardous materials.

Mr. Mattice stated that by taking an abatement action, if the court approves the procedure, does not take title of the property or title of the debris. There may be some items that are

salvageable, and this may be a reason as to why the Town would not want to keep the property. The Town is not taking ownership of anything, but rather a police action to clean up the property. The property then has a lien placed on it. The property owner has a specified time period to pay the lien off. He would be cautious of taking possession of any items on the property or part of the building.

Ms. Garcia stated that if the Council decides to move forward with the abatement, the Council would be authorizing the expenditure of up to \$300,000, as outlined in Item 12c. below. She explained the process and how the time frame would be applied. If the cost exceeds \$300,000, Council will need to authorize the excess.

Ms. Garcia stated that Mr. Salas, Public Works Director/Town Engineer, will have a pre-demolition report done to determine what kind of materials are inside. This will provide understanding of what the total project cost would be. If the Council elects to harvest bricks, the Town would need to determine the cost and Council would need to approve that expenditure as well. This would increase the total project cost amount above the \$300,000.

Councilmember Anderson inquired if the Town is legally able to enter the property to do the assessment.

Mr. Chris Salas, Public Works Director/Town Engineer, stated that staff is legally able to access the property under the auspice of public safety. The Town has the right to enter the property and it was explained in the letters. Per IPMC, Section 109, the Town has authority to do what is necessary, as a municipality, to render the building safe. Part of the process is to do the structural analysis and the next part is to do the pre-demolition report, which is necessary to make the situation and building safe.

Councilmember Anderson stated that it is his understanding that the Town is going to demolish the building at a cost of \$300,000 and will put a lien on the property for that amount.

Ms. Garcia stated that the property owner would have the right to pay back the lien in a ten-year period.

Mr. Mattice stated that the State Statute allows for the property owner to pay back the lien within ten years if the lien exceeds \$10,000. This lien would be inferior to general tax liens, meaning other people may have prior ownership such as deeds or mortgage on the property.

Mr. Mattice stated that they ordered a Litigation Guaranteed Report from a title company showing that there does not appear to be a mortgage on the property.

Discussion occurred how to force the owner to comply with cleanup of the property.

Ms. Garcia explained the process and provided an outline of what the letters contained that were sent to the property owner. The property owner was given three notices and was served by a Town of Florence police officer with this evening's Council packet so that he could attend tonight's Council meeting. The next notice will provide for 30 days and will be

sent to the property owner, via certified mail and delivered by a police officer. The notice will be placed on the building as well.

Ms. Garcia stated that there is a large population that is calling Town Hall asking what the Town is going to do about the situation. People are worried that the situation is dangerous. The Town wants to ensure that the Historic District Advisory Commission and the Town Council are properly informed, so she opted for a joint meeting. She stated that this situation is unique because the property owner did not have insurance and the property owner is not engaged.

Chairman Wheeler stated that there are citizen concerns, safety issues, and once the area is cleaned, there will be another vacant lot in the downtown area. She stated it is frustrating for her to see the vacant lots. She is concerned about the Avenenti Tack house on Bailey Street. She stated that once the property is cleaned up, the owner may be inspired with that building.

Mr. Salas explained that there were two separate fires. A joint letter from the Building Department and Code Enforcement contained the following:

- Material, dangers
- Infractions that needed to be resolved utilizing the International Property Management Code
- Series of pictures
- Code violations along with evidence of unpermitted electrical work that was within the building
- Unpermitted structural work within the building

Mr. Salas stated that after the second fire, the building was rendered structurally unusable and a second letter was sent out, which contained the following:

- Documentation regarding the previous infractions to the property management code as well as a statement that the Town was going to be exercising its right under the International Property Management Code to do an assessment of the building structurally.

Mr. Salas stated that a third letter was sent, which contained the following:

- Documentation of all of the structural shortcomings of the building at this point
- Attached Structural Report to the property owner
- Provided 60 days to resolve, based on structural analysis and integrity of the building

Mr. Salas stated that the Town has spent approximately \$5,000 on the fencing surrounding the building. This cost does not include staff time. Everything has been done for public safety. He stated that the Town does not have an interactive process with the property owner. Staff has moved towards the abatement plan because they have had no response.

Mayor Walter appreciates the Fire Department for securing the building to protect public safety. She stated that this has taken a lot of staff time and understands that this is a delicate situation because of wanting the preservation of the historic building but are concerned about the aesthetics and safety issues on Main Street.

Mr. James Allen, Building Official, addressed Commissioner Adam's concerns regarding the storage room. He stated that the storage room is towards the front of the building and the trusses and roof structure is compromised. He stated that there was evidence of a previous fire that happened years ago. A false ceiling was installed and covered the damage.

Commissioner Adam stated that she was referring to the general use structure.

Mr. Allen explained that the storage room is the general use structure. He elaborated that the area that is called the "house" can remain intact. The patio is considered a non-permitted structure and will need to come down because it relies on the interior wall for support. He addressed issues with the other walls, specifically the heights and not having support and the possibility of collapse. He stated that there is also a basement. He stated that the area which has signs of a previous fire and false roof show that the trusses were repaired and boards were put underneath to prop it up. This is how the business was operated. No one had access to notice the issues. Once staff had access, it was determined that it was unsafe prior, and now with the fire, and water damage from extinguishing the fire, it has created a very unsafe condition.

Mr. Allen stated that there is also a cyan between the buildings. This is all structurally tied together. He stated that the arch next to the hair salon is starting to crack so it will need to be removed as well.

Mr. Allen explained that the bid includes removing the area with the archway as well as the basement area and to fill it in. He stated that a question was posed about securing the remaining walls. This would be an eyesore because there would be bracing everywhere to hold up one wall for an indefinite amount of time.

Commissioner Adam stated that she appreciates the Council's due diligence in trying to save the building. She stated that she understands that this is a unique case and the Town will never be the property owner. The property owner is being non-cooperative. She stated that the Town does not have a choice because it is a safety hazard and an eyesore. She stated that because of the time frame for the deadlines, this eyesore will still be there during the Home Tour.

Councilmember Hawkins inquired if staff could find out if there is a legal way to require businesses to maintain fire insurance on the buildings.

Mr. Billingsley stated that staff will research the possibility of requiring businesses to maintain fire insurance.

Councilmember Anderson inquired if the property taxes have been paid and if the \$300,000 lien for the cleanup will go against their taxes. He also inquired how a person can assume the property by paying the delinquent taxes.

Ms. Garcia stated that the last time she checked there was a balance of approximately \$4,000+ owed for that site. She stated that once taxes have been delinquent for a minimum of three years, anyone can go in and pay the delinquent taxes. The owner will then have

a set time in which to pay the taxes. If they do not pay in the designated time frame, the person who paid the delinquent taxes assumes the property.

Mr. Billingsley stated that the taxes for the Kokopelli Moon Saloon were not paid for last year.

Vice-Mayor Woolridge inquired what access would both the Town and property owner have if the Town paid to have the rest of the building demolished and the lot cleaned. She inquired if the Town would be able to use the property.

Mr. Mattice stated that the specifics would need to be worked out in the order with the Judge, if the judge elects for the Town to proceed with the abatement. The owner would be excluded while the work is being done so there is no interference. Once the work is completed, the owner would have access to the property.

Commissioner Novotny inquired if the Town could condemn the property, and then do an eminent domain and take over the property so the Town does not lose the \$300,000. She does not agree with the Town spending \$300,000 and not getting anything in return. She would prefer that the land be used for something after it is cleaned.

Mr. Billingsley stated that the laws have changed and have taken the police power away from governments. The police power has been used improperly in the past. The only way the Town can condemn the property and take ownership is if the Town had a public use and then the Town would have to fill that public use.

Commissioner Novotny stated that they could build a Police Sub-station in that location. She stated that there is no Police presence on Main Street and Main Street is falling apart.

Councilmember Larsen inquired if there is any way the Town could use the property even on a temporary basis for festivals, etc. without having to take ownership.

Ms. Garcia stated that the Town has different types of agreements with various people to use their property, such as the Pinal County lot on Main Street. She stated that the Town would need to enter into a contractual agreement in order to use someone's property. Each contract is different.

Councilmember Larsen stated that she does not believe the property owner would be in agreement for the Town to use the property.

Mr. Mattice stated that the property owner's permission is required in order to use the property.

Vice-Mayor Woolridge stated that she would like to ensure that the Town get some benefit if they have to spend \$300,000.

Mayor Walter asked for each Commission and Council's opinion on the emergency demolition permit, abatement, remediation, removal and disposal of the structure including the debris regarding Kokopelli Moon Saloon.



Councilmember Hawkins stated that the \$300,000 is the maximum it will cost to clean up the property. The Town must clean up the property because it is a safety issue. This is a non-budgeted item and another project will need to be delayed because of this expense. It is his understanding that the owner will have up to ten years to pay the lien back to the Town. He inquired if the Town would get ownership of the property if the owner does not pay back the Town.

Mr. Mattice stated that if the Town is not paid back, the Town will need to file another action and foreclose on the lien.

Commissioner Adam stated that she worries about the precedence that this is setting. The Town has many absentee commercial building land owners in Florence who don't care about Florence. She fears that this may be their way out. She hopes that the Town can mandate fire insurance, so the Town is not stuck paying for another cleanup.

Ms. Garcia stated that it is unlikely for the property to sell with a huge lien on it.

Chairman Reed stated that she feels like the Town has no choice. She inquired if staff has spoken to SHPO regarding this, since the building is on the National Registry.

Mr. Harmer stated that he reached out to SHPO and they have not responded.

Vice-Chairman Smith agrees with Councilmember Hawkins. She owns a business and pays for fire insurance. She thinks every business should have fire insurance.

Commissioner Schmidt stated that it is a hazard, and something must be done. She hates to waste \$300,000 but doesn't see another option.

Commissioner Novotny inquired if the Town can prohibit a fence from being erected after it is cleaned.

Mr. Billingsley stated that the goal is to clean the lot with the hopes that it can be rebuilt upon.

Commissioner Knight stated that she used to live in the general use building. It is hard to maintain professionalism because she has personal ties to the building. Everyone has memories of the business and there will be a social aspect that will be missed. There is so much work that needs to be done on Main Street. She wonders why no one is listening.

Commissioner Schmidt inquired how it was Kokopelli allowed to open a business and operate without proper permitting. The General Store and Pinal County burned down as well. She inquired why people can't learn from other people's mistakes.

Mayor Walter stated that the new staff that has come aboard is looking at the events and are making proactive changes to ensure that this doesn't happen again. She agrees with Commissioner Knight that the Town needs to take a stronger stance. She asked staff to look at the abandoned buildings on Main Street and find out what can be done.

Commissioner Adam stated that the large space can attract outside investors. She shared a story about a microbrewery in Queen Creek and how they came to be there. She stated the Town needs to become proactive in getting investors into Florence.

Mr. Billingsley stated that he agrees with Commissioner Adam. He stated the Town is working with Pinal County to do an RFP for the Pinal Country property on Main Street. The Town has been working hard on infill.

Commissioner Novotny inquired if the infill will be in the downtown area or Anthem.

Mr. Billingsley stated that the infill will be in the Florence proper area.

Ms. Ruth Harrison, Florence Resident, asked why the building on Bailey couldn't remain.

Mr. Allen reiterated that the structural report indicated that it could remain and did not need to be demolished. Some repairs will need to be done on it. He explained the compromised units and explained how the buildings will need to be separated.

Mr. Salas stated that the worst-case scenario is to demolish everything on the property, which is what the bid is for.

On motion of Commissioner Reid, seconded by Commissioner Smith, and carried (7-0) to support an emergency demolition permit, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A, located at 255 N. Main Street, Florence, Arizona, and if feasible, to save the building.

**Discussion and Possible action to authorize the Town Manager to use the City of Tucson Contract No. 18194601 Job Order for Demolition Services to solicit, negotiate, and enter into a contract with the selected vendor(s) in an amount not to exceed \$300,000 for demolition, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon (APN 200-49-017A) located at 255 N. Main Street, Florence.**

Ms. Garcia stated that this an emergency expenditure. She stated that the following projects can be delayed so that funding is available:

- Traffic signal at Hunt Highway and State Route 79 (still awaiting warrant) \$100,000
- Vehicles - \$94,0000
  - One Police Department vehicle
  - One Fire Department vehicle
- Flooring - \$40,000
- Council Projects
- Economic Development - \$100,000
- Public Relations Training - \$45,000
- Town Manager Contingency

Ms. Garcia stated that the projects listed above would be the projects that would be moved in order to have funding for the Kokopelli Project. She stated that they can also use the unbudgeted funds from the 2017-2018 revenues over expenditures.

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Mr. Jarvis explained that the Town has collected \$566,000 more in the General Fund than they expended, and this may be another option.

Mr. Jarvis explained if there is excessive revenue over expenditures in the General Revenue it is moved into the Capital Fund and the Capital Fund is used to pay for the capital expenses. He stated that the Town will not be over the expenditure limitation.

Councilmember Anderson asked if they can meet with the homeowner and see if he is willing to sell the property.

Ms. Garcia stated that even if the property were gifted to the Town, the expenditure would still be the same. The only difference is that the Town would not have to put a lien on the property.

Mr. Billingsley stated the following:

- There will be lead and asbestos due to the age of the building and the timeframe of when the construction was done.
  - Staff doesn't have training nor does the Town want to assume liability for the cleanup.
- The Town cannot use public funds to purchase property unless they have use for that property.

Mayor Walter stated that there is hope and potential for Main Street.

Commissioner Adam stated that there needs to be an economic development outreach plan to actively try to bring investors to Florence.

Councilmember Larsen proposed looking at what projects can be postponed more closely once they determine what the final cost will be for the demolition. She inquired if the Town were to use the property for general use, how long will the Town need to own the property for that public use.

Mr. Billingsley stated that it isn't a problem if the property will be used for a right-of-way for a road, waterline or wastewater treatment plant. ; Per the Goldwater Institute's perspective, its fleecing the taxpayers because you can spend a large amount of money and then sell it for substantially less, which is a gift clause issue and a misuse of taxpayer funds.

Councilmember Larsen inquired if the adobe room, that can stay, hinder future growth on the property, specifically because it may be considered a historical property.

Commissioner Adam stated that it has been proven at other locations that having an anchor historic angle draws people. While it may be a little bit more of a challenge to build around it, it could be a selling point.

Councilmember Wall stated that there is a sense of urgency to protect the public. She stated that they need to authorize town staff to do what is necessary to protect the Town from liability and for abatement of the property.

Mr. Billingsley stated that the report does not say the building is great or in good condition. It states that there is a large hole in the adobe wall that needs to be repaired. The roof framing is damaged, and the building will need to be adequately blocked and diaphragm sheeting will need to be added as well as wall bracing. The Town would not be doing any that work as part of the demolition project. The prepares are part of the property owner's responsibility. He stated that the building still might fall down from the action of the demolition of the other building.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried (6-0) to authorize the Town Manager to use the City of Tucson Contract No. 18194601 Job Order for Demolition Services to solicit, negotiate, and enter into a contract with the selected vendor(s) in an amount not to exceed \$300,000 for demolition, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon (APN 200-49-017A) located at 255 N. Main Street, Florence, to possibly save the building.

**Discussion and possible action of the Florence Town Council authorizing the Town Manager, the Town's Attorneys and other representatives of the Town, on behalf of the Town of Florence, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including full prosecution seeking demolition, remediation, abatement, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A located at 255 N. Main Street, Florence, Arizona (the "Property") and to pursue any and all actions including executing, filing and delivering all such notices, assessments, complaints, appeals, liens, certificates, recordings, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town in order to carry out the demolition, abatement, remediation and removal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, including the assessment, recording, lien, foreclosure, sale or purchase of the Property to satisfy liens.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried (6-0) to authorize the Town Manager, the Town's Attorneys and other representatives of the Town, on behalf of the Town of Florence, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including full prosecution seeking demolition, remediation, abatement, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A located at 255 N. Main Street, Florence, Arizona (the "Property") and to pursue any and all actions including executing, filing and delivering all such notices, assessments, complaints, appeals, liens, certificates, recordings, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town in order to carry out the demolition, abatement, remediation and removal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, including the assessment, recording, lien, foreclosure, sale or purchase of the Property to satisfy liens.

Mr. David Strayer, Fire Chief, stated that there is a clear pattern of losing a building every four years. The Town will lose more if radical changes are not made. He stated that changes need to be made.

Ms. Bonnie Bariola, Chandler Resident, stated that when the Silver King burned in 1995, the Florence Preservation Foundation had purchased the building and had funding in place. They immediately had a contractor come and shore up the building. She provided other examples of three historic buildings that were saved because they were prepared.

## **MANAGER'S REPORT**

There was no report provided.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Vice-Mayor Woolridge stated that she received several calls from people who were offended that someone installed Confederate Flags on Town-owned property. Everyone is entitled to their own opinions; however, that does not give anyone the right to put their thoughts or opinions on public property. Anyone can express their opinions on their own property. She asked everyone to be considerate about one another's feelings and to try to be considerate of others. Its ok to disagree but there is no need to be mean and ugly towards one another.

Councilmember Anderson thanked the Fire Department for their open house and for moving forward with the event even with the adverse weather. Everyone seemed to enjoy themselves.

Councilmember Wall thanked everyone who attended the Budget Work Session. She asked for the public to submit their suggestions to any of the Councilmembers within the next two months as they are working on the upcoming budget.

Councilmember Larsen stated that she attended the Fire Department Open House and felt like the event was a success. The public has asked that this become an annual event. She stated that the Council appreciates the public's involvement with the budget process.

Councilmember Larsen encouraged the public to get involved with the Make A Difference Day, which will be held on October 27, 2018. Donations for the Birthday bags and hygiene kits can be left in the large blue bins at the Safeway Store. She invited everyone to come out and build a better community. The gathering place will be at the Community Center.

Mayor Walter thanked everyone who attended the Council meeting. She invited everyone to come out to the Halloween event as well as the Haunted House hosted by the Youth Council.

## **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.**

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried (6-0) to adjourn the meeting.

On motion of Commissioner Adam, seconded by Commissioner Novotny, and carried (7-0) to adjourn the meeting.

The meeting was adjourned at 8:34 p.m.

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Tara Walter, Mayor

ATTEST:

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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 October 15, 2018, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION MEETING HELD ON WEDNESDAY, AUGUST 29, 2018, AT 6:00 PM, AT THE FLORENCE TOWN HALL, 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL**

Present: Chairman Wheeler, Vice-Chair Adam, Commissioners Smith, Reid, Schmidt, Knight, Novotny and Town Council Liaison Guilin.

**PLEDGE OF ALLEGIANCE**

Chairman Wheeler led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL** of the meeting minutes for the special meeting conducted on July 31, 2018.

On a motion by Commissioner Smith, seconded by Vice-Chair Adam, the minutes of the July 31, 2018 meeting were approved by a vote of 7-0.

**PRESENTATIONS/DISCUSSIONS**

**A. Arizona State Historic Preservation Office**

Planning Manager Larry Harmer introduced Certified Local Government (CLG) Representative Eric Vondy and Architect Margy Parisella of the Arizona State Historic Preservation Office (SHPO). Eric Vondy began his presentation on historic preservation with national level news and programs.

Mr. Vondy discussed the National Trust for Historic Preservation's new people centered preservation program. He elaborated that the program is from the National Park Service and has been accused of being more worried about scholarly rigor than saving buildings. He emphasized they were losing historic or what could be historic buildings because the national register is too rigid on what they allow on and off the list and what can be fixed. The people centered preservation program will listen to what the people want and include under-represented communities for diversity.

Mr. Vondy mentioned that most of the funding is from the National Park Service. He explained that the federal funding is not tax payer money, but money from British petroleum leases in the Gulf of Mexico. Every year approximately 150 million dollars goes into an account that Congress then appropriates out to 57 state and territory offices plus a few grants.

Mr. Vondy discussed that legislation in 1966 said funding over fifty million dollars gets turned over to Certified Local Governments (CLG) and can be distributed as grants. He stated that Florence is the first CLG in Arizona and forty-eight million dollars is now available to distribute among these entities. Mr. Vondy mentioned that people are talking about changing or removing this legislation, so CLGs would not get this extra money. He said Jim Garrison wanted to spread the word that small towns were missing out on this money.

Mr. Vondy explained that state agencies came up for renewal every ten years and the Historic Preservation Fund came up for renewal and was set to close a couple of years ago. He stated the fund was set to close along with the Land and Water Conservation Fund because some Congressmen believed too much federal land was purchased for the Land and Water Conservation Fund. Mr. Vondy noted the rules were changed and the Historic Preservation Fund is back for another ten years.

Mr. Vondy described the National Park Service's historic tax credit program that helped property owners rehabilitate commercial properties. He said property owners got twenty percent income tax credit for a five-year period in return for their work. It has become a big tool in revitalizing towns across the nation. Mr. Vondy pointed out that the program has not been as successful in Arizona because the state program does not match the federal program.

Mr. Vondy said one of the National Park Service's goals is to increase diversity in the National Register through two grants. The Under-Represented Communities Grant covers any community that is not well represented in the National Register and gets properties listed or surveyed for the National Register. The African American Civil Rights grant is a \$500,000 grant to start rehabilitation of African-American related properties.

Mr. Vondy discussed several trends he has seen across the State. One is the general dissatisfaction of the way historic districts were run by those who live in the district. He said the people want the city to be more descriptive on what can be in historic districts. He discussed the City of Phoenix and their conversation on murals in the historic district.

Mr. Vondy stated the other dissatisfaction is modern buildings going into historic districts. Many people do not like this look and want more regulation at the city level.

Mr. Vondy described the biggest issue is the Temple Historic District in Mesa. He explained the Mormon church purchased ninety percent of the district and started plans to demolish these properties for redevelopment. He said if the plans go through, then this will be the first historic site de-listed in Arizona.

Mr. Vondy stated a positive change is Millennials moving into historic districts and starting craft breweries. He said this is surprising because younger people move to large cities. Mr. Vondy believed craft breweries were a new jump start to restoration and revitalization. He explained how these breweries became the first after dark scenes and brought in other businesses.



Mr. Vondy described another big trend is renewed interest in preserving WWII properties because of the loss of WWII veterans. Kingman is looking to preserve their WWII era air tower, and Glendale and Mesa are preserving their air base hangars.

Mr. Vondy asked the public if they had any questions.

Question: The Town is seeing an increase in inquiries on establishing solar panels on historic buildings and homes. How does the town deal with solar panels on roof tops when it comes to historic homes and buildings?

Answer: The City of Phoenix attempted a policy where people could only set up solar panels on the back of the house, but this punished those living on the wrong side of the street. This did not go through because SHPO has always allowed solar panels. Solar panels are removable, theoretically, and show stability since it is a long-term investment. We allow solar panels and prefer them in the back, but this is based on the position of the house. If it is a pitched roof and they go the front of the house, the key is to make them as unobtrusive as possible. Do what you can to hide them, but they are no different from air conditioners or satellite dishes.

Mr. Harmer explained that this could be discussed at length another time but recent innovation disguise solar panels as roof tiles. Litchfield Park has set up a review for solar panel installations and their ordinance makes the solar panels more aesthetically compatible with the buildings.

Questions: You mentioned 150 million dollars and only one-third being appropriated, what happens to the rest of that money?

Answer: On paper it remains in an account. The government may use it elsewhere, but on paper, the money remains in the account. When the Historic Preservation Program was ending, no one panicked because close to a billion dollars was sitting in the fund that could pay for preservation programs for the next decade.

Questions: How do we get some of that?

Answer: It is up to Congress to appropriate it.

Question: Some of the thought to put the solar panels up and redo the roof, I would say the roof may not be stable enough to hold the solar panels. The solar panels need to be on a sturdy surface. It costs thirty thousand for a new roof, the solar panels themselves cost about twenty to thirty thousand dollars. This is more than is it aesthetically pleasing; its about if the building can hold the weight. More than half the buildings on the strip do not have enough money to turn on the lights let alone put on a solar panel. I think we are getting a little bit ahead of ourselves.

Answer: The requests are coming in and they do have to go through a structural review. It is limited for the downtown, we are primarily dealing with them out in the Anthem area.

Questions: When was the last time Arizona received funds for preservation and how much was it?

Answer: Our office gets money for operating annually. This runs about eight-hundred thousand dollars, which is basically the entire budget that runs our office. The grants I mentioned both happened within the past year; it was the first time we had gotten either of those grants. They were awarded back in February. The amount was five hundred thousand dollars and that was through the African American Civil Rights Grant and the Under-Represented Communities Grant. Fifty thousand dollars went to survey and inventory work by going to every building and recording what was there. We applied for it on behalf of Tucson because we have access to the government accounting program that is used to apply for the grants.

Commissioner Reid asked for Mr. Harmer's thoughts on cell phone companies wanting to add receptacles or mechanical things to street poles in the historic district.

Mr. Harmer asked if this had to do with the small cell wireless.

Commissioner Reid agreed.

Mr. Harmer discussed how Small Cell Wireless recently passed as an ordinance in the Town and that this is a State mandate. He said the wireless industry has nationally gotten support and Arizona has passed a legislation that requires every city, town, and county to allow the installation of the new small cell wireless transmission panels in the public right-of-way with no review. He stated that they have no jurisdiction to not allow it. There is some jurisdiction in terms of safety.

Mr. Harmer explained the purpose of the towers as a booster for cellular devices and the likelihood of the devices being in downtown were slim. He stated the Town could negotiate to keep the devices off main street. The companies were mainly looking at places with large amounts of people such as the high school or the Anthem Community Center because of the high demand for service.

Commissioner Reid asked if there was a way to receive a courtesy from the companies. She was concerned about what devices they would add to Main street and street lights. Mr. Harmer mentioned he could bring in photographs of some stealth systems the companies have proposed for downtowns. He discussed the use of false banner arrangements that would say historic downtown on two panels facing outward on a light pole. In between them, the companies can set up their wireless devices.

Vice-Chair Adam thanked Eric Vondy and Margy Parisella for coming down to Florence and answering questions. Vice-Chair Adam asked if there was an appeals process in the event someone is turned down when vying for tax credit.

Mr. Vondy asked if it was for residential or commercial.

Vice-Chair Adam asked for both.

Mr. Vondy responded that if the applicant is turned down it is because they were not listed on the National Register. When an application comes in, the office looks to see if the property is listed or not. He said if a property owner wants the office to look at the property, then they ask for the owner to send better photos. It can be a non-contributor for a couple of reasons: the property's age and modern modifications. Mr. Vondy stated if the office cannot agree, then the case will go to the Historic Site Review Committee, which is a state-wide advisory body to the office.

Vice-Chair Adam asked if this process was different from the residential appeals process.

Mr. Vondy said the commercial process is similar.

Vice-Chair Adam thanked Mr. Harmer for attaching the informational sheets to the packet and discussed the benefits of the tax incentive to the public. She emphasized the tax incentive and photographs must be sent before any changes are made to the property.

Mr. Vondy said that the process was simple, and most cases were approved, especially cases where the additions cannot be seen.

Vice-Chair Adam noted that for income producing properties this applies for what is done internally as well as externally. Obviously when there is a change in tenants other codes may come into place. You might be doing extensive work, so it would be good to meet with SHPO.

Mr. Harmer mentioned every Wednesday, from two to four, was a time slot for pre-application meetings. Owners just need to call ahead and reserve a spot. Mr. Harmer pointed out a famous architect or building style could help put a property on the Historic Register.

Commissioner Smith asked how the Town can encourage people to work on commercial buildings in the downtown.

Mr. Vondy explained the twenty percent income tax credit and how the cost of rehab must exceed the value of the building. The State program is a tax improvement at one percent per ten-year period. The county Assessor's office assesses the building before work started as improvements are done. Mr. Vondy explained opportunity zones, which allowed every state to designate twenty-five percent of its poorest census tracts as opportunity zones. He stated everything north of Butte is in an opportunity zone.

Mr. Vondy recommended investing capital gains money in rehabbing a property in an opportunity zone. This will defer having to pay taxes on the property over ten years. He said when the program is in place, it could help rehab a lot of buildings.

The Commission asked Mr. Vondy to let the community know when this opportunity becomes available. He agreed and explained where the public can find the map for opportunity zones.

The Commission urged the public to grab a copy of the tax documents.

### **B. 46 East 11<sup>th</sup> Street, Second Nicholas Beer Hall**

Chris Dobson introduced himself to the commission and his background with Florence. He stated his intent to turn the Nicholas Bee Hall into an office. The Commission recommended he contact Mr. Harmer for future improvements. Mr. Dobson agreed and reaffirmed his commitment to preserve the building.

Commissioner Reid reminded Mr. Dobson that if he needed any references to the historic building's original appearance, then the Town's museum would provide pictures of historic buildings. Mr. Dobson agreed and stated he understood the process, amount of time and money involved with preservation.

Mr. Dobson mentioned he looked for sealant to keep the bricks from deteriorating. Mr. Harmer suggested an almost invisible sealant was available, and he recommended Margy Parisella assist in finding sealants. Mr. Dobson agreed that he does not want anything shiny or colored to preserve the red brick.

Mr. Harmer recommended a list of qualified contractors found on the Town website under Development Services' documents. Vice-Chair Adam reminded the public the list was presented by the Arizona Preservation Foundation and not SHPO.

Vice-Chair Adam asked Mr. Dobson what other buildings he intended to buy. Mr. Dobson said he wished to purchase the pharmacy building and turn it into an auto parts store.

Commission Smith thanked him for his work on the beer hall. Mr. Dobson noted he was looking to add fake grass. The Commission recommended he install real grass or gravel.

### **C. 368 & 374 North Main**

Bonnie Bariola presented updates on the Smith building on be-half of the owner, Gem Cox. She introduced herself and presented some background on the building.

Ms. Bariola stated that Mr. Cox received a building permit for some improvements on the front and basement doors. She showed the commission schematics that pointed out where Mr. Cox would like to re-install two entry doors on the north side. She showed photographs of the original doors and the location of the new doors.

Ms. Bariola explained the proposed improvements to the basement interior and exterior doors, and the stairway inside the building. She mentioned that the ramp on the north portion of the building would not be suitable for handicap uses.

A question was asked on whether the new doors replaced the original doors and if they are going to be wood. Ms. Bariola stated the doors will be wood and in a new location.

**D. HB 2065 Open Meeting Law**

The Town Attorney, Clifford Mattice, explained recent changes in the Open Meeting law resulting from HB 2065 that went into effect August 3, 2018. The changes made by the State Legislature requires business be done in public meetings. He stated the updated definition of "meeting" now includes e-mails; thus, one commissioner is not allowed to email the rest of the commission on a meeting action. In addition, one-way communication from one member to another without a response can be a violation.

He mentioned the Attorney General can investigate individuals on a commission or council and the individual person can be pursued with civil penalties such as fines. Mr. Mattice emphasized the best approach is to communicate through the staff liaison.

**CALL TO THE PUBLIC/COMMISSION RESPONSE**

Call to the Public for public comment on issues within the jurisdiction of the Historic District Advisory Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ruth Harrison, 855 E. Lancaster Circle, Florence, AZ:

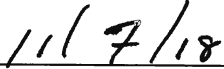
- A request to have the Historic District Advisory Commission recorded on camera.


**CALL TO THE COMMISSION/CURRENT EVENTS ONLY.**

**ADJOURNMENT**

**On a motion by Vice-Chair Adam, seconded by Commissioner Smith and approved by a vote of 7-0, the meeting was adjourned at 7:18 PM.**

  
Betty Wheeler

  
Date

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10a.</b>
<b>MEETING DATE:</b> November 19, 2018  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Larry Harmer Community Development Director  <b>SUBJECT:</b> Resolution No. 1684 -18: Final Plat for Anthem at Merrill Ranch Unit 35B		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1684-18: 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.

**BACKGROUND/DISCUSSION:**

D. R. Horton, Inc. requests approval of this proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Parkside portion of the AMR community.

AMR Unit 35B includes 57 single-family residential lots with two points of ingress/egress into the subdivision. The original plat from 2016 included 57 lots as well. Access points for this unit will be through proposed units 35A and 37 (west). The typical lot within Unit 35B is 45'x115' (5,175 sq. ft.). The proposed density of this subdivision is 3.22 dwelling units per acre. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 8.73 acres dedicated to open space within the unit. The zoning for this Preliminary Plat is PUD (R-1), Planned Unit Development (Single-Family Residential). Commercially zoned property lies to the north and other proposed AMR Units surround Unit 35B.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. The improvement plans for this unit reflect modifications to the local street sidewalk standard to ensure ADA compliance.

The Preliminary Plat for Unit 35B was approved by the Planning and Zoning Commission on August 16, 2018. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

**A VOTE OF NO WOULD MEAN:**

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

**A VOTE OF YES WOULD MEAN:**

The Final Plat Anthem at Merrill Ranch, Unit 35B is approved and will be recorded with the office of the Pinal County Recorder.

**FINANCIAL IMPACT:**

D. R. Horton, Inc. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

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

**ATTACHMENTS:**

Resolution No. 1684-18  
Final Plat for Anthem at Merrill Ranch Unit 35B

**RESOLUTION NO. 1684-18**

**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.**

**WHEREAS**, the Final Plat Anthem at Merrill Ranch Unit 35B is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

**WHEREAS**, the Preliminary Plat Extension for Anthem at Merrill Ranch Unit 35B was approved by the Planning and Zoning Commission on August 16, 2018.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 35B subject to Developer/Owner's compliance with all applicable laws and ordinances.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 19<sup>th</sup> day of November 2018.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney



# FINAL PLAT

## ANTHEM AT MERRILL RANCH

### UNIT 35B (TOWN OF FLORENCE, AZ)

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

#### DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA )  
COUNTY OF PINAL ) ss.

KNOW ALL MEN BY THESE PRESENTS:

D.R. HORTON, INC., A DELAWARE CORPORATION (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 35B, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND ONES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

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

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

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

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

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

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

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C AND D AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

D.R. HORTON, INC. AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION

PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

D.R. HORTON, INC., A DELAWARE CORPORATION:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

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

\_\_\_\_\_, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT

WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

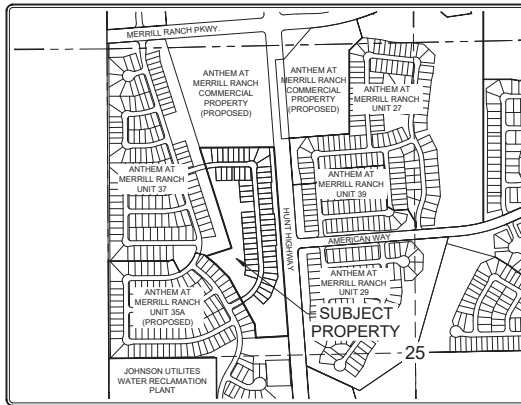
IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
NOTARY PUBLIC DATE \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_.

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HERINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HERINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2. AMONG OTHERS, SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL "PROPERTY" PURSUANT TO SUCH DEVELOPMENT AGREEMENT), SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.



LOCATION MAP

1" = 500'

#### SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 35B LAYOUT
4	UNIT 35B LAYOUT
5	UNIT 35B LAYOUT

#### TRACT AREA TABLE

TRACT	AREA (AC)	USAGE
TRACT A	0.2490	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT B	4.6563	LANDSCAPE, DRAINAGE, STORM DRAIN, OPEN SPACE, PUBLIC UTILITY & RETENTION
TRACT C	0.0199	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT D	3.8692	LANDSCAPE, DRAINAGE, STORM DRAIN, OPEN SPACE, PUBLIC UTILITY & RETENTION

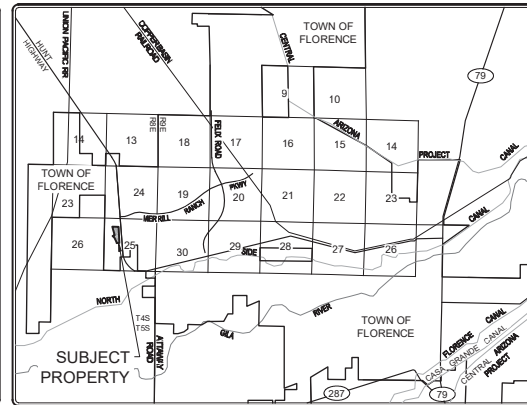
#### COUNTY RIGHT-OF-WAY EASEMENT

##### ABANDONED AS PART OF THIS RECORDING

PCR No. \_\_\_\_\_ AREA (AC) USAGE  
DKT 375, PG 572, PCR N/A COUNTY RIGHT-OF-WAY NW 1/4 SEC 25, T4S, R8E

#### GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALK AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS, LANDSCAPING AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
- THIS PLAT REFLECTS THE UPDATED FLOOD ZONE CLASSIFICATION PER FEMA FIRM PANEL 875 OF 2575, MAP NUMBER 04021C0875E, DECEMBER 4, 2007 AND LOMR CASE NO. 13-09-2571P, EFFECTIVE APRIL 17, 2014.
- LOTS 1 THRU 7 AND 55 THRU 57 CURRENTLY SHOWN TO BE WITHIN THE LIMITS OF THE FEMA FLOOD ZONE AE (100-YR STORM EVENT) SHALL HAVE NO VERTICAL CONSTRUCTION UNTIL APPROVAL OF THE LOMR REVISING THE FLOOD ZONE AND ESTABLISHING NEW BOUNDARY LIMITS EXCLUDING THE LOTS.



VICINITY MAP

NOT TO SCALE

#### BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25, (THE WEST QUARTER CORNER BEING A BRASS CAP STEW FOUND) AND THE NORTHWEST QUARTER CORNER BEING A 3" GLO BRASS CAP, FOUND), TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N0017°53'W. HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2639.24'.

#### WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 35B IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

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

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, PERSONALLY

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

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

\_\_\_\_\_  
NOTARY PUBLIC DATE \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR  
TOWN OF FLORENCE, ARIZONA

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TOWN ENGINEER  
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

MAYOR

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

TOWN CLERK

#### RECORDER

STATE OF ARIZONA )  
COUNTY OF PINAL ) ss.

I hereby certify that the within instrument is filed in the official records of this County as File No. \_\_\_\_\_ Date: \_\_\_\_\_

Request of: \_\_\_\_\_  
Witness my hand and official seal:  
Virginia Ross Pinal County Recorder  
By: \_\_\_\_\_ Deputy

#### DEVELOPER / OWNER

D.R. HORTON, INC.  
20410 N. 19TH AVE., STE. 100  
PHOENIX, AZ 85027  
480.358.1055

#### SURVEYOR

BAXTER DESIGN GROUP, LLC  
7500 N. DOBSON ROAD, SUITE 200  
SCOTTSDALE, AZ 85256  
480.818.0001

#### LAND USE INFORMATION

GROSS AREA	17.6616	ACRES
OPEN SPACE	8.7344	ACRES
RIGHT-OF-WAY AREA	1.5886	ACRES
NET AREA	16.0630	ACRES
TOTAL LOTS	57	
PROPOSED DENSITY	3,2273 D.U./AC.	
MINIMUM LOT SIZE (REQUIRED)	4,600	S.F.
ZONING	F.U.D. R-1	

#### UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	COX/CENTURYLINK
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/CENTURYLINK
POLICE	TOWN OF FLORENCE
POLICE DEPARTMENT	TOWN OF FLORENCE
FIRE	FIRE DEPARTMENT
SCHOOLS	FLORENCE UNIFIED SCHOOL DISTRICT

**BAXTER DESIGN GROUP**  
7500 N. Dobson Rd., Suite 200  
Scottsdale, AZ 85256  
480.818-0001

#### SURVEYOR CERTIFICATION

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

DATE	SEPTEMBER 12, 2018
CREATED BY	KSJ
ISSUED BY	BTAFK
REVISED BY	JWJ
PROJECT	FINAL PLAT

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

BY SIGN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D.R. HORTON, INC.

ANTHEM AT MERRILL RANCH

FINAL PLAT

UNIT 35B

SITUATED WITHIN THE NW QUARTER OF SEC 25,

T4S, R8E, OF THE GILA AND SALT RIVER MERIDIAN,

TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 35B

COVER SHEET

SHEET 1 OF 5

As per the Arizona Department of Public Safety, Pinal County, Arizona, September 12, 2018. All other information is subject to change.

VERSION 2

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER (FOUND BRASS CAP STEM) OF SAID SECTION 25, FROM WHICH POINT THE NORTHWEST CORNER (FOUND 3" GLO BRASS CAP) OF SECTION 25 BEARS NORTH 00 DEGREES 17 MINUTES 53 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2839.34 FEET. ALSO FROM THE WEST QUARTER CORNER, THE CENTER QUARTER CORNER (FOUND 1" IRON BAR, AFFIXED BRASS TAG LS 43021) OF SECTION 25 BEARS NORTH 88 DEGREES 52 MINUTES 02 SECONDS EAST, A DISTANCE OF 2614.18 FEET;

THENCE NORTH 88 DEGREES 52 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 1257.56 FEET, TO A POINT FROM WHICH THE CENTER QUARTER CORNER BEARS NORTH 88 DEGREES 52 MINUTES 02 SECONDS EAST, A DISTANCE OF 1356.63 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01 DEGREES 07 MINUTES 58 SECONDS WEST, A DISTANCE OF 154.13 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 04 DEGREES 09 MINUTES 59 SECONDS WEST, A DISTANCE OF 113.90 FEET;

THENCE NORTH 28 DEGREES 56 MINUTES 07 SECONDS WEST, A DISTANCE OF 456.45 FEET;

THENCE NORTH 44 DEGREES 32 MINUTES 41 SECONDS WEST, A DISTANCE OF 157.37 FEET;

THENCE NORTH 51 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 110.07 FEET;

THENCE NORTH 72 DEGREES 19 MINUTES 57 SECONDS EAST, A DISTANCE OF 229.68 FEET;

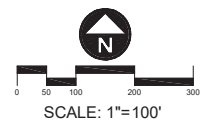
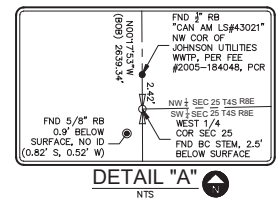
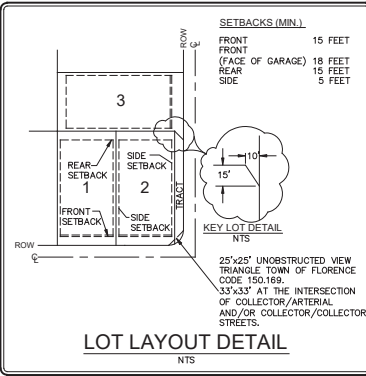
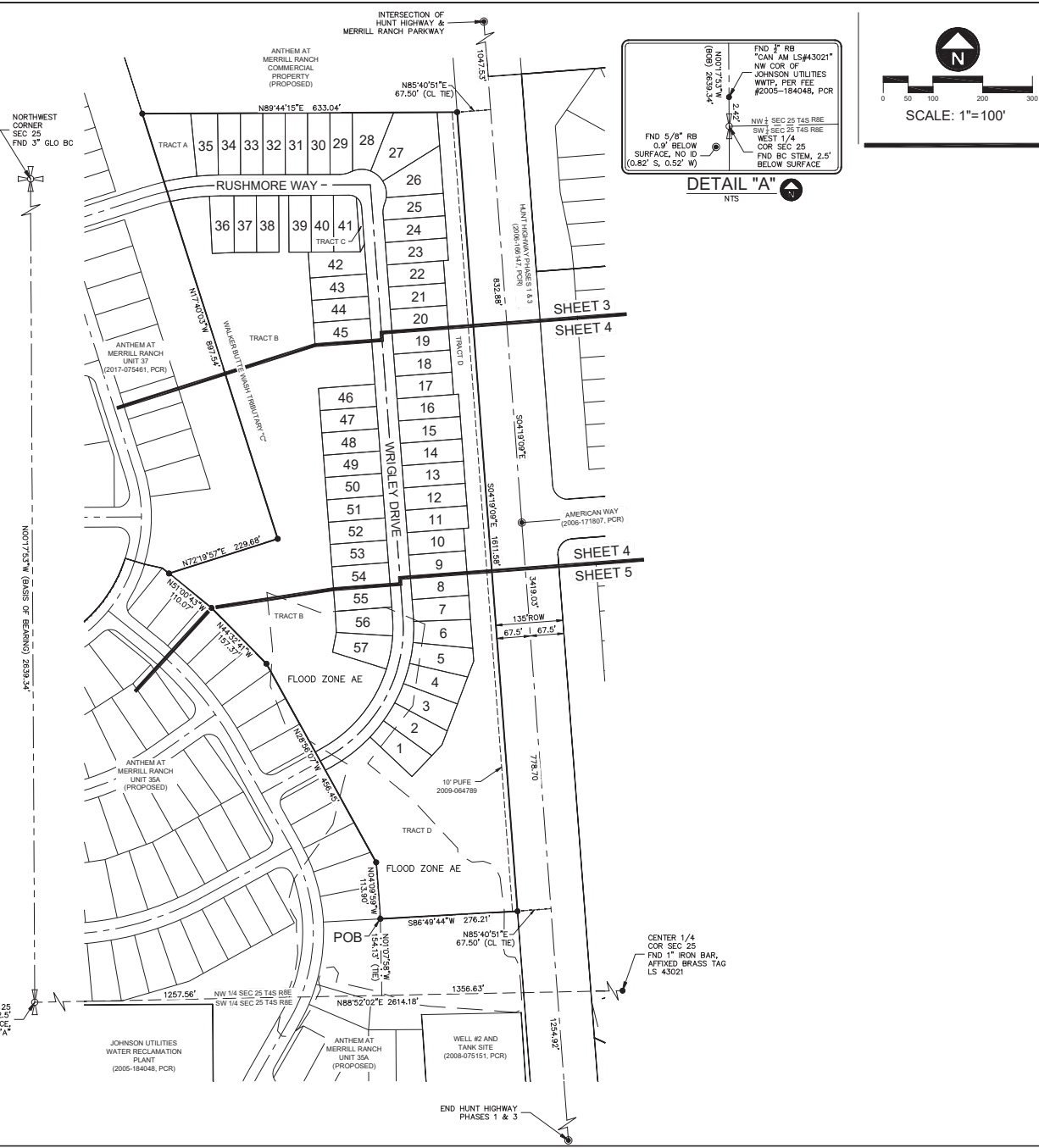
THENCE NORTH 17 DEGREES 04 MINUTES 03 SECONDS WEST, A DISTANCE OF 897.54 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 15 SECONDS EAST, A DISTANCE OF 633.04 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 09 SECONDS EAST, A DISTANCE OF 1,611.58 FEET;

THENCE SOUTH 86 DEGREES 49 MINUTES 44 SECONDS WEST, A DISTANCE OF 276.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.6616 ACRES, MORE OR LESS.



**RECORDER**  
STATE OF ARIZONA } SS  
COUNTY OF PINAL }  
I hereby certify that the within instrument is filed in the official records of this County as File No. \_\_\_\_\_  
Date: \_\_\_\_\_  
Request of: \_\_\_\_\_  
Witness my hand and official seal:  
Virginia Ross Pinal County Recorder  
By: \_\_\_\_\_ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
  - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
  - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
  - REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
  - CENTERLINE OF ROADWAY
  - EASEMENT LINE
  - PLAT BOUNDARY
  - PROPERTY LINE
  - ROW
  - SECTION LINE
  - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 31' COUNTY ROW IS DEEMED TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AC) ACRE
  - AL ALUMINUM CAP
  - BC BRASS CAP
  - BOOK
  - (BOB) BASIS OF BEARING
  - CMU CONCRETE MASONRY UNIT
  - DKT DOCKET
  - FND FOUND MONUMENT
  - GLO GENERAL LAND OFFICE
  - LE LANDSCAPE EASEMENT
  - LAND SURVEYORS REGISTRATION No. \_\_\_\_\_
  - (M) MEASURED
  - MOL MORE OR LESS
  - NO ID NO IDENTIFICATION, (NO LS No.)
  - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
  - NTS NOT TO SCALE
  - PCR PINAL COUNTY RECORDER
  - PG PAGE
  - POB POINT OF BEGINNING
  - PUE PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
  - RECORDS
  - (R) RANGE LINE No. EAST
  - (RB) RADIAL BEARING
  - RIGHT OF WAY
  - SEC # SECTION No.
  - SDE STORM DRAIN EASEMENT
  - SLD SLIDE
  - SSE SANITARY SEWER EASEMENT
  - SOT SIGHT DISTANCE TRIANGLE
  - T # & S TOWNSHIP LINE No., SOUTH
  - TOP TOWN OF FLORENCE
  - UNV UNRESTRICTED VIEW TRIANGLE
  - VIAE VEHICULAR NON-ACCESS EASEMENT
  - WME WALL MAINTENANCE EASEMENT

**BAXTER DESIGN GROUP**

DATE: SEPTEMBER 12, 2018  
DESIGNED BY: KBO  
DRAWN BY: STAFF  
REVIEWED BY: JWW  
PROJECT: FINAL PLAT

REVISIONS:

VERSION

**D.R. HORTON, INC.**  
**ANTHEM AT MERRILL RANCH**  
**FINAL PLAT**  
**UNIT 35B**

SITUATED WITHIN THE NW QUARTER OF SEC 25, T4S, R8E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

**UNIT 35B**  
**INDEX MAP**  
**SHEET 2 OF 5**

ask 11/19/18 to: horton@drhorton.com or 480.414.1111  
By email: 480-414-1111 or 480-414-1111 | 480.414.1111 | 480.414.1111 | 480.414.1111

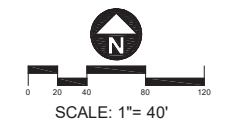


INTERSECTION OF HUNT HIGHWAY & MERRILL RANCH PARKWAY

ANTHEM AT MERRILL RANCH COMMERCIAL PROPERTY (PROPOSED)

ANTHEM AT MERRILL RANCH UNIT 37 (2017-075461, PCR)

WINDUP HOLE (E) TIE TO NEIGHBORING PARCEL



**RECORDER**  
STATE OF ARIZONA }  
COUNTY OF PINAL } SS  
I hereby certify that the within instrument is filed in the official records of this County as File No. \_\_\_\_\_ Date: \_\_\_\_\_ Request of: \_\_\_\_\_ Witness my hand and official seal: \_\_\_\_\_ Pinal County Recorder Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
  - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
  - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
  - REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
  - CENTERLINE OF ROADWAY
  - EASEMENT LINE
  - PLAT BOUNDARY
  - PROPERTY LINE
  - ROW
  - SECTION LINE
  - TERMINAL POINT ON ROW
  - INDICATES THAT PORTION OF THE 3" COUNTY ROW IS ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AC) ACRE
  - AL ALUMINUM CAP
  - BC BRASS CAP
  - BOOK
  - (BOB) BASIS OF BEARING
  - CMU CONCRETE MASONRY UNIT
  - DKT DOCKET
  - FND FOUND MONUMENT
  - GLD GENERAL LAND OFFICE
  - LE LANDSCAPE EASEMENT
  - LS#(N) LAND SURVEYORS REGISTRATION No. MEASURED
  - MOL MORE OR LESS
  - NO ID NO IDENTIFICATION, (NO LS No.)
  - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
  - NTS NOT TO SCALE
  - PCR PINAL COUNTY RECORDER
  - PG PAGE
  - POB POINT OF BEGINNING
  - PUF PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
  - R RECORD
  - (R) RANGE LINE No. EAST
  - (RB) RADIAL TO CURVE
  - ROW RIGHT OF WAY
  - SEC # SECTION No.
  - SDE STORM DRAIN EASEMENT
  - SLS SLIDE
  - SSE SANITARY SEWER EASEMENT
  - SOT SIGHT DISTANCE TRIANGLE
  - T & S TOWNSHIP LINE NORTH
  - TOP TOWN OF FLORENCE
  - UVT UNRESTRICTED VIEW TRIANGLE
  - VNAE VEHICULAR NON-ACCESS EASEMENT
  - WME WALL MAINTENANCE EASEMENT

**LOT TABLE**

LOT NO.	NO. SQ. FT.	ACRES
20	5,130	0.1178
21	5,130	0.1178
22	5,130	0.1178
23	5,580	0.1281
24	5,580	0.1281
25	5,465	0.1255
26	7,655	0.1757
27	11,862	0.2723
28	6,947	0.1595
29	5,522	0.1268
30	5,580	0.1281
31	5,580	0.1281
32	5,580	0.1281
33	5,580	0.1281
34	5,626	0.1292
35	6,079	0.1395
36	5,370	0.1233
37	5,130	0.1178
38	5,130	0.1178
39	5,130	0.1178
40	5,130	0.1178
41	5,655	0.1298
42	5,588	0.1283
43	5,130	0.1178
44	5,130	0.1178
45	5,130	0.1178

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S28°38'41"W	17.40'
L5	N34°53'48"W	57.23'
L6	N55°06'12"E	23.55'
L7	N89°44'14"E	20.00'
L8	S34°53'48"E	37.31'
L9	S55°06'12"E	40.00'
L10	S34°53'48"E	56.99'

**CURVE TABLE**

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C1	115.01'	521.00'	12°38'51"	57.74'
C3	43.42'	521.00'	4°46'29"	21.72'
C4	4.50'	521.00'	0°29'44"	2.25'
C5	102.24'	479.00'	12°13'45"	51.31'
C7	22.87'	479.00'	2°44'09"	11.44'
C8	37.50'	25.00'	85°56'39"	23.29'
C9	15.99'	25.00'	35°44'08"	8.06'
C10	21.91'	25.00'	50°12'29"	11.71'
C11	22.55'	50.00'	25°50'31"	11.47'
C12	120.10'	50.00'	137°37'39"	120.00'
C13	4.22'	50.00'	4°50'18"	2.11'
C14	37.29'	50.00'	42°43'41"	19.56'
C15	31.84'	50.00'	36°35'42"	16.53'
C16	34.85'	50.00'	39°56'39"	18.17'
C17	11.80'	50.00'	13°31'19"	5.93'
C18	22.55'	50.00'	25°50'31"	11.47'
C30	39.75'	521.00'	4°22'16"	19.88'
C31	27.34'	521.00'	3°00'23"	13.87'
C32	9.49'	479.00'	1°08'08"	4.75'
C33	44.60'	479.00'	5°20'09"	22.32'
C34	25.27'	479.00'	3°01'24"	12.64'



DATE: SEPTEMBER 12, 2018  
DESIGNED BY: HMO  
DRAWN BY: BTWFF  
CHECKED BY: JWW  
PROJECT: FINAL PLAT  
SCALE: 1" = 40'

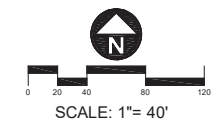


**D.H. HORTON, INC.**  
ANTHEM AT MERRILL RANCH  
FINAL PLAT  
UNIT 35B

SITUATED WITHIN THE NW QUARTER OF SEC 25, T4S, R1E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

**UNIT 35B LAYOUT SHEET 3 OF 5**

VERSION 2



**RECORDER**

STATE OF ARIZONA }  
 COUNTY OF PINAL } SS  
 I hereby certify that the within instrument is filed in the official records of this County as File No. \_\_\_\_\_ Date: \_\_\_\_\_ Request of: \_\_\_\_\_ Witness my hand and official seal. Virginia Ross Pinal County Recorder By: \_\_\_\_\_ Deputy

**SYMBOL LEGEND**

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

**LINE LEGEND**

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW
- EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

**ABBREVIATIONS**

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BOOK BOOK
- (BOB) BASES OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS#(##) LAND SURVEYORS REGISTRATION No. MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORDS
- R # E RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SIDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SOT SIGHT DISTANCE TRIANGLE
- TS TOWNSHIP LINE No. SOUTH
- TOW TOWN OF FLORENCE
- UVT UNRESTRICTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WMC WALL MAINTENANCE EASEMENT



DATE: SEPTEMBER 12, 2018  
 DESIGNED BY: RSG  
 DRAWN BY: STAFF  
 REVIEWED BY: JWW  
 PROJECT: FINAL PLAT  
 CODE: FINAL PLAT



REVISIONS:

NO.	DATE	DESCRIPTION

**D.R. HORTON, INC.**  
**ANTHEM AT MERRILL RANCH**  
**FINAL PLAT**  
**UNIT 35B**

SITUATED WITHIN THE NW QUARTER OF SEC 25, T4S, R9E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

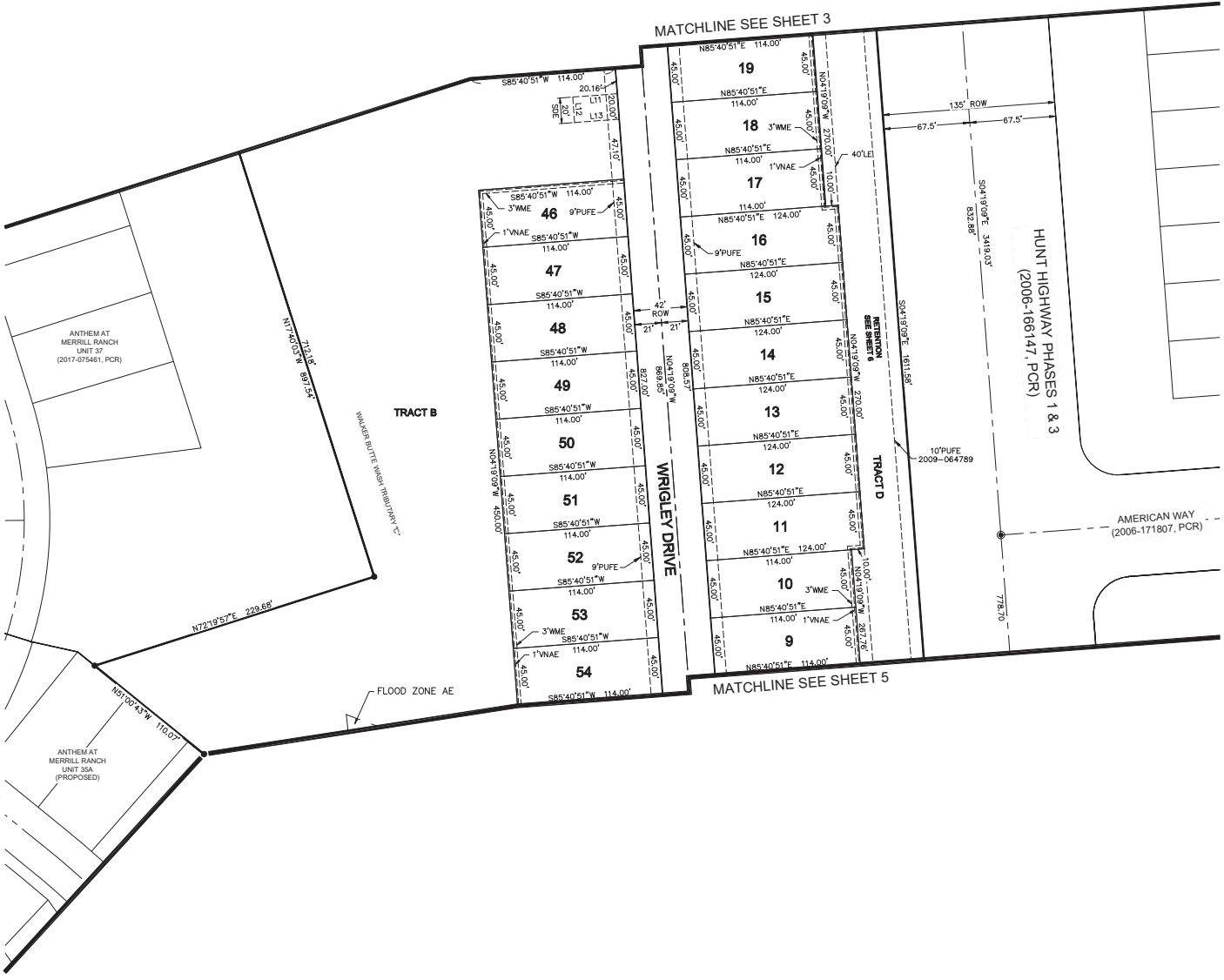
**UNIT 35B LAYOUT SHEET 4 OF 5**

LOT TABLE

LOT NO.	SQ. FT.	ACRES
9	5,130	0.1178
10	5,130	0.1178
11	5,580	0.1281
12	5,580	0.1281
13	5,580	0.1281
14	5,580	0.1281
15	5,580	0.1281
16	5,580	0.1281
17	5,130	0.1178
18	5,130	0.1178
19	5,130	0.1178
46	5,130	0.1178
47	5,130	0.1178
48	5,130	0.1178
49	5,130	0.1178
50	5,130	0.1178
51	5,130	0.1178
52	5,130	0.1178
53	5,130	0.1178
54	5,130	0.1178

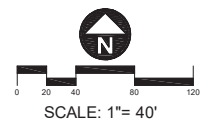
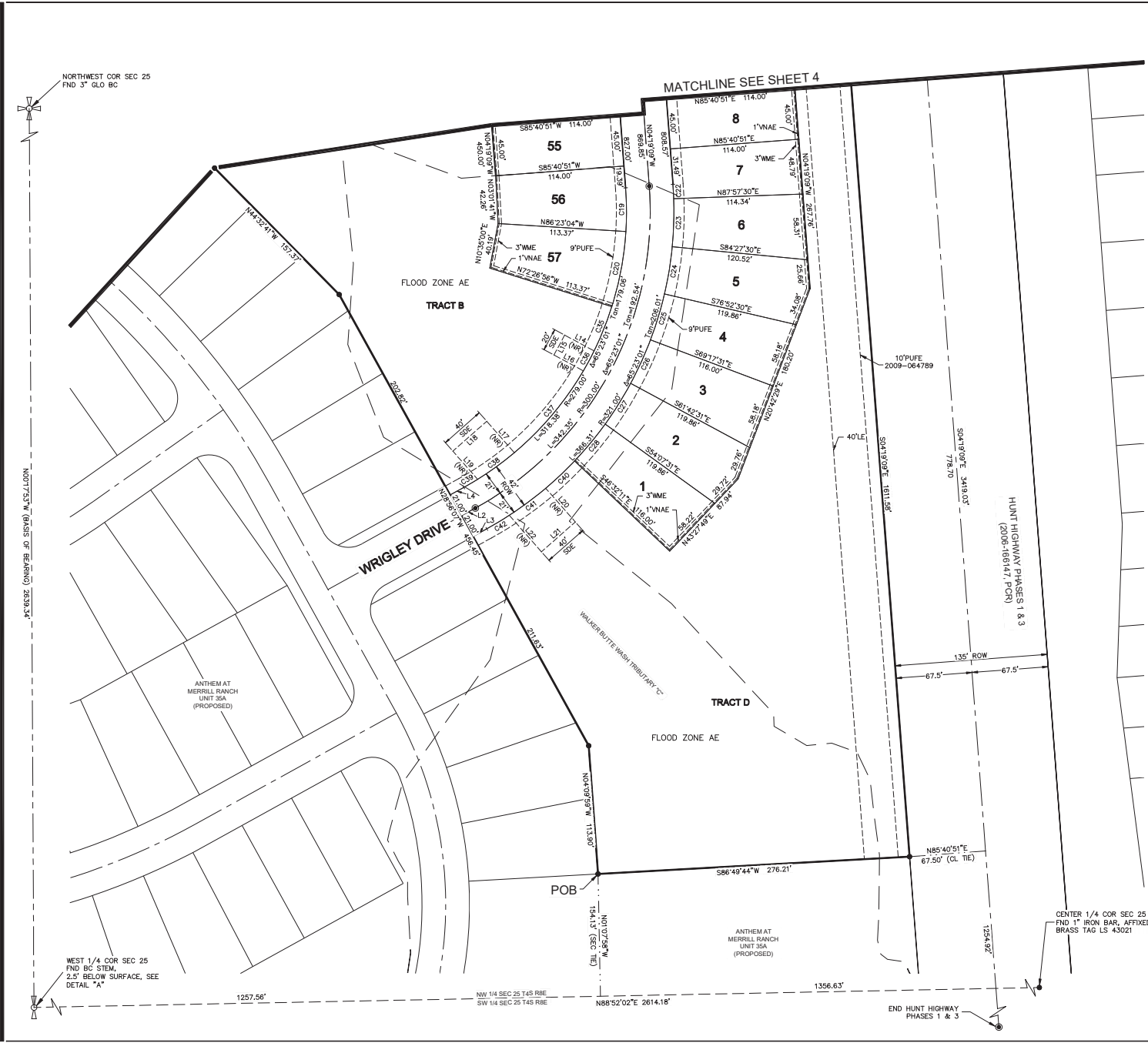
LINE TABLE

LINE	BEARING	DISTANCE
L11	S85°40'51"W	35.00'
L12	S04°19'09"E	20.00'
L13	S85°40'51"W	35.00'



ANTHEM AT MERRILL RANCH UNIT 37 (2017-075461, PCR)

ANTHEM AT MERRILL RANCH UNIT 35A (PROPOSED)



**RECORDER**  
STATE OF ARIZONA }  
COUNTY OF PINAL } SS  
I hereby certify that the within instrument is filed in the official records of this County as File No. \_\_\_\_\_ Date: \_\_\_\_\_ Request of: \_\_\_\_\_ Witness my hand and official seal. Virginia Ross Pinal County Recorder By: \_\_\_\_\_ Deputy

**SYMBOL LEGEND**  
SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE  
QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)  
CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)  
REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)  
**LINE LEGEND**  
BREAK LINE  
CENTERLINE OF ROADWAY  
EASEMENT LINE  
PROPERTY BOUNDARY  
PROPERTY LINE  
ROW  
SECTION LINE  
TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 3" COUNTY ROW IS DEEMED TO BE ABANDONED AS PART OF THIS RECORDING.

**ABBREVIATIONS**  
(AC) ACRE  
AL ALUMINUM CAP  
BC BRASS CAP  
BK BOOK  
BOB BASIS OF BEARING  
CMU CONCRETE MASONRY UNIT  
DCT DOCKET  
FND FOUND MONUMENT  
GLO GENERAL LAND OFFICE  
LE LANDSCAPE EASEMENT  
LS# LAND SURVEYORS REGISTRATION No. MEASURED  
MOL MORE OR LESS  
NO ID NO IDENTIFICATION, (NO LS No.)  
(NR) INDICATES LINE IS NOT RADIAL TO CURVE  
NTS NOT TO SCALE  
PCB PINAL COUNTY RECORDER  
PG PAGE  
POB POINT OF BEGINNING  
PUF PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT  
(R) RECORDS  
R # E RANGE LINE No. EAST  
(RB) RADIAL BEARING  
ROW RIGHT OF WAY  
SEC # SECTION No.  
SDE STORM DRAIN EASEMENT  
SLS SLIDE  
SSE SANITARY SEWER EASEMENT  
SDT SIGHT DISTANCE TRIANGLE  
T # TOWNSHIP LINE No. SOUTH  
TOP TOWN OF FLORENCE  
UNV UNRESTRICTED VIEW TRIANGLE  
VNAE VEHICULAR NON-ACCESS EASEMENT  
WME WALL MAINTENANCE EASEMENT

**LOT TABLE**

LOT NO.	SQ. FT.	ACRES
2	6,176	0.1418
3	5,893	0.1353
4	5,893	0.1353
5	6,210	0.1426
6	5,864	0.1346
7	5,304	0.1218
8	5,130	0.1178
55	5,130	0.1178
56	5,723	0.1314
57	6,163	0.1415

**LINE TABLE**

LINE	BEARING	DISTANCE
L2	S81°03'53"W	13.99'
L3	S81°03'53"W	13.99'
L4	S81°03'53"W	13.99'
L14	N81°42'31"W	29.57'
L15	N28°17'29"E	20.00'
L16	N61°42'51"W	20.57'
L17	N41°21'12"E	37.02'
L18	N48°38'48"E	40.00'
L19	N41°21'12"E	33.24'
L20	S41°21'12"E	39.72'
L21	S48°38'48"W	40.00'
L22	S41°21'12"E	42.99'

**CURVE TABLE**


CURVE LENGTH	RADIUS	DELTA	TANGENT	
C19	38.64'	279.00'	7.96'05"	19.35'
C20	67.85'	279.00'	13.96'07"	34.10'
C22	12.75'	321.00'	2.16'39"	6.35'
C23	42.49'	321.00'	7.35'00"	21.27'
C24	42.49'	321.00'	7.35'00"	21.27'
C25	42.49'	321.00'	7.35'00"	21.27'
C26	42.49'	321.00'	7.35'00"	21.27'
C27	42.49'	321.00'	7.35'00"	21.27'
C28	42.52'	321.00'	7.35'20"	21.29'
C35	42.30'	279.00'	8.41'11"	21.19'
C36	20.00'	279.00'	4.06'29"	10.01'
C37	95.26'	279.00'	19.33'49"	48.10'
C38	40.21'	279.00'	8.19'29"	20.14'
C39	14.11'	279.00'	2.63'51"	7.06'
C40	35.19'	321.00'	6.16'49"	17.61'
C41	40.16'	321.00'	7.10'06"	20.11'
C42	23.27'	321.00'	4.09'09"	11.84'

**BAXTER DESIGN GROUP**

DATE: SEPTEMBER 12, 2018  
DESIGNED BY: HMO  
DRAWN BY: BTWFF  
CHECKED BY: JWW  
PROJECT: ANTHEM AT MERRILL RANCH UNIT 35A (PROPOSED)  
CODE: FINAL PLAT  
REVISIONS:

**D.R. HORTON, INC.**  
ANTHEM AT MERRILL RANCH  
FINAL PLAT  
UNIT 35B  
SITUATED WITHIN THE NW QUARTER OF SEC 25, T4S, R9E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.  
**UNIT 35B LAYOUT SHEET 5 OF 5**

VERSION 2

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10b.</b>
<b>MEETING DATE:</b> November 19, 2018  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Bryan Hughes, Community Services Director  <b>SUBJECT:</b> Professional Services Agreement with GreenPlay, LLC for Parks and Recreation Comprehensive Plan and Site-Specific Park Master Plans		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

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

**BACKGROUND/DISCUSSION:**

In August, the Town issued a Request for Qualifications (RFQ) for consulting services for a Parks and Recreation Comprehensive Plan and an update of three Site-Specific Park Master Plans.

The Town received three Statements of Qualifications (SOQ) and interviewed all three teams. GreenPlay LLC emerged as the most qualified for this project and GreenPlay was asked to submit a proposal for the plan. Their proposal, "Exhibit A", includes a complete scope of work, budget and timeline. Town staff is recommending moving forward with the complete scope of work outlined in both Phase 1 and Phase 2 for a total cost of \$241,969.

The Scope of Work for the Parks and Recreation Comprehensive Plan – Phase 1 of the project includes:

- Strategic Kick-Off (SKO) Meeting

- Data Collection and Review
- Community Profile: Demographics and Trends Analysis
- Community Involvement
- Statistically-Valid Survey
- Inventory/Review of Existing Properties
- Benchmarking Analysis
- Facilities, Lands, and Asset Gap Analysis
- Evaluation of Existing Standards
- Program and Service Gaps
- Needs Index/Partners and Alternative Providers – A Collaborative Approach
- Mapping of Priorities and Areas of Focus
- Key Issues Analysis Matrix
- Findings and Visioning Strategies Development Workshop
- Prioritizing Parks and Recreation Facility Needs
- Organizational Analysis
- Financial Analysis
- Probable Operating and Maintenance Costs
- CIP Plan/Capital Cost Estimates
- Potential Funding Sources
- Action Plan and Implementational Strategies
- Draft Plan and Presentations
- Final Plan and Presentations\Final Deliverables

The Scope of Work for the Site-Specific Master Plans – Phase 2 of the project includes:

- Strategic Kick-Off (SKO) Meeting (included in Phase 1)
- Data Collection and Review (included in Phase 1)
- Site and Area Analysis/Boundary and Topography Survey
- Master Plan Development
- Opinion of Probable Costs
- Annual Operations and Maintenance Budgets
- Final Plans and Presentations (included in Phase 1)

The Scope of Work for both phases are described in more detail in “Exhibit A”.

**A VOTE OF NO WOULD MEAN:**

The Town would not move forward with the Parks and Recreation Comprehensive Plan, a component of the General Plan update, and Site-Specific Master Plans. Town staff would need to recommend another option to the Town Council to generate this component of the General Plan update.

**A VOTE OF YES WOULD MEAN:**

The Town would move forward with the Parks and Recreation Comprehensive Plan, a component of the General Plan update, and Site-Specific Master Plans.

**FINANCIAL IMPACT:**

The Parks and Recreation Comprehensive Plan proposal is \$99,952. The supplemental proposal to generate updated Site-Specific Master Plans for the parks is \$142,017, for a total of \$241,969. \$350,000 was budgeted this fiscal year and another \$300,000 proposed in the next fiscal year for this project and the General Plan update, so we are within the budgeted estimates for the plan.

**ATTACHMENTS:**

Professional Services Agreement  
Award Letter



**TOWN OF FLORENCE  
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of November 19, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and GreenPlay, LLC ("**Consultant**"). The Town and the Consultant may be referred to in the Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the Town desires to contract for engineering and landscape architectural design services as specified in **Appendix "A"** ("**Scope of Work**" or "**Services**");

**WHEREAS**, Consultant is duly qualified to perform the requested Services;

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

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

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

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

1.1 Service Description. The Consultant shall provide the requested services as set forth in **Appendix "A"** (the "Services"). This Contract includes this agreement, including any attachments, as agreed to by the parties to implement the Services.

1.2 Acceptance and Documentation.

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

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

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

## **2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS**

2.1 Fees. Consultant will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Consultant on the basis of a progress report prepared and submitted by Consultant for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in **Appendix "A"**. Contract pricing shall be consistent with the Master Contract, **Appendix "A"** and shall not exceed \$241,969.

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

2.3 Payment Approval. Amounts set forth in Section 1.1, 2.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Consultant will purchase and maintain a business license with the Town of Florence.

## **3.0 SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Consultant shall perform the Scope of Work in accordance with the schedule attached as **Appendix "A"**.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Consultant for any amount, and Consultant shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

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

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

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end

of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

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

#### **4.0 GENERAL TERMS**

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

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

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

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Town Manager. The Town acknowledges the sub-consultant(s) listed in **Appendix "A"** and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator.

#### 4.7 Records and Audit Rights.

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

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

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

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

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

4.10 Independent Consultant.

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

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

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

4.12 Compliance with Federal and State Laws.

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

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

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

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

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

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

4.12.7 "**Services**" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

In the case of Consultant: GreenPlay, LLC  
1021 E. South Boulder Rd., Suite N  
Louisville, CO 80027  
Attn: Teresa Penbrooke, PhD, MAOM, CRPE

In the case of Town: Town of Florence  
775 N. Main Street  
P.O. Box 2670  
Florence, AZ 85132  
Attn: Town Manager

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

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

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

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

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

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

4.19 Subconsultants. During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant. The Town acknowledges the sub-consultant(s) listed in **Appendix "A"** (if any) and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Town of Florence, its Mayor, Council members, agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses,

including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, but only to the extent caused by negligent or intentional actions, acts, errors, mistakes or omissions of the Consultant in the performance of this Contract, including but not limited to, any subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and subconsultant's employees.

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

#### 4.21 Changes in the Services.

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

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

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

#### 4.22 RESERVED

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

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

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

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

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

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

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

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

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

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

## **5.0 INSURANCE**

5.1. General. Consultant agrees to comply with applicable Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Consultant is primarily responsible for the risk management if its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Consultant shall require any and all subconsultants to maintain



insurance as required herein naming the Town and Consultant as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance. The Consultant's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Town, its Mayor, councilmembers, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its Mayor and councilmembers, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of this Contract.

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

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

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

5.5 Use of Subconsultants. If any work under this Contract is subcontracted in any way, Consultant shall execute written agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

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

## 5.7 Required Coverage.

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

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

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

5.7.4 Errors & Omissions Liability. Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Master Contract Documents, in which case such higher limits shall apply.

## 6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor has hereunto subscribed his name this 19<sup>th</sup> day of November, 2018.

TOWN OF FLORENCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

By: Teresa L. Penbrooke  
Consultant

By: Teresa L. Penbrooke

Name: GreenPlay, LLC

Its: CEO and Founding Managing Member

Approved as Form:

\_\_\_\_\_  
Clifford L. Mattice, Florence Town Attorney

**Appendix "A"**  
**Scope of Work/Services**

# Appendix A

## PHASE I PROJECT UNDERSTANDING

We understand that the Town of Florence seeks a highly experienced consultant team to develop a Parks and Recreation Comprehensive Plan that will guide the Community Services Department in the provision of facilities, programs, and services. We recognize that this plan will serve as an update to the 2008 Parks, Trails, and Open Space Master plan, creating current and implementable recommendations.

Founded in 1866, the Town of Florence is the fifth oldest in Arizona. We recognize that the Town’s current population is about 25,000 and that you are located about an hour away from Phoenix. The Town is home to a number of historical sites with 25 buildings listed on the National Register of Historic Places.

We know that the Town’s Community Services Department understands the role of parks and recreation in creating quality of life in the community along with the role of the parks and recreation system in tourism. This plan will allow you to assess your current parks and recreation system. The community will be engaged in its development, allowing for a realistic and timely assessment of needs and the development of implementable goals and recommendations.

### Planning, Financial, and Operational Solutions

Our methodologies are customized to each community, and they have proven successful on projects of similar elements and size. On most of our planning projects, we analyze community needs, departmental operations and capital needs; provide financial solutions, and alternative funding and partnership opportunities. We have developed and currently employ many recognized industry best practice tools and will use them to evaluate your system to help it run at its optimum level.

## SCOPE OF WORK

The following **Scope of Work** details the tasks that we propose to perform for this plan. We are basing this on our preliminary understanding of your needs, yet we are flexible – so we can modify the scope as needed.

**Supplemental tasks for the 3 site-specific master plans are included in this scope as to when they will be performed. The specific scope tasks for the 3 site-specific master plans (Phase II) are detailed in the Phase II scope document along with the fees specific to Phase II and noted what is included in Phase I.**

This is the **Detailed Work Plan** for defining the scope tasks, fees, and discussion at a Strategic Kick-Off (SKO) meeting with the Project Team and the Parks and Recreation Advisory Board.

### Strategic Kick-Off (SKO) Meeting

We will review the details of the work plan and formalize the timeline and tasks for your project. We will finalize accepted methodologies and tasks, final number and types of meetings, expected quality and formats for deliverables, and agreement on implementation strategies. We will set a timeline for the public engagement and partner and staff involvement, and will discuss desired outcomes with the Project Team. This meeting will also include finalization for the site-specific plans.

- We will identify key “**Critical Success Factors**” that determine unique characteristics of the Town to be addressed.
- We will supply written **Monthly Progress Reports** that cover recent progress, outstanding issues or information needed upcoming meetings and agendas, and next steps.
- Project team progress will be addressed through project updates via email, phone, or virtual meeting to project manager as needed until the final plan is approved by the Town.

- We will supply the Town’s Project Manager with one (1) electronic copy of all completed or partially completed reports, studies, forecasts, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the Master Plan.
- We will provide up-to-date information for posting on the Town’s website and/or an independent project website for review of progress by stakeholders and the public.

**Data Collection and Review**

As part of the information gathering phase, we will integrate information from other recent and current planning work, including (but not limited to):

- Florence Transportation Plan
- North-South Corridor Study
- Bicycle, Pedestrian, and Trails Active Transportation Plan
- Safe Routes to School
- North End Framework Vision Plan
- Florence Historic District
- Town Council Strategic Plan 2017-2022
- Territorial Square Zoning District
- Pinal County Open Space and Trails Master Plan
- Pinal County CAP Recreation Trail Master Plan
- Department organizational structure and service levels
- Intergovernmental agreements related to park and facility use
- Department Fee Philosophy and Pricing Policy
- Other plans, budgets, forecasts, and other information as applicable

*We will also collect pertinent data for the 3 site-specific master plans.*

**Community Profile: Demographics and Trends Analysis**

**Demographics and Population Projections**

We will confirm the demographic characteristics of the constituency of the Town of Florence through a demographic analysis and market profile, utilizing all information available from previous planning efforts (including the 2017- 2022 Strategic Plan) and gathered from the Development Services Department, U.S. Census Bureau, Esri, and other national and local sources. We will work directly with your planning resources to help document growth and redevelopment areas and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for facilities and programming.

**Trends Analysis**

Trends analysis will consider demographic shifts and their impact on future parks, open space, trails, and recreation provisions. This analysis will also identify interest and participation levels for a variety of activities, will assess how services are provided through both administrative and planning trends, and will evaluate how Florence’s facilities, programs, and amenities compare to national and regional trends. We will also conduct a strategic analysis of local, state, and national best practices and what is new in the field of parks and recreation.

**Community Involvement**

At the SKO, we will identify key stakeholders who may wish to participate in this plan. We will utilize a customized input process that emphasizes data collection methods that are efficient and incorporate your available resources. Individual users and non-users, user groups, special interest organizations, associations,

leagues, and other stakeholders will be given ample opportunity to participate in the development of this Comprehensive Plan, exploring knowledge of local issues and concerns that will assist us in producing useful and pertinent community feedback. *Information will also be collected to aid in the development of the 3 site specific master plans.*

We understand that the Town may facilitate meetings with some stakeholder groups and report back to our project team. Some of these meetings may also be combined as a cost saving mechanism. The final public input process will be determined during SKO. All information for public meetings will be reviewed with the town five (5) days before the meeting. Based on previous successes, the following citizen involvement strategy approach is recommended for this project:

- **Initial Information Gathering:** Collect information on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the plan.
- A minimum of two (2) **focus group meetings** drawing from special interest individuals and groups, including Home Owners associations, development community, ethnic groups, sports groups, Community Services Department staff, Florence Youth Commission members, Florence Little League, Parks and Recreation Advisory Board Members, School District leaders, trail users, and other service providers (staff, schools, health clubs, seniors, etc.), but also open to the public at large.
- A **community-wide public meeting (#1)** to provide information and to validate and round out the information received via focus groups. At the end of meetings, we will develop memos for distribution to the Town’s project team.
- **Stakeholder interviews** with those who can contribute specific information that may need to be conveyed in a more detailed manner.
- **Findings Presentation:** We will compile and present a summary of findings from the inventory, needs assessment and initial analysis for validation by staff, decision makers, stakeholders, and the public.
- **Community-wide public meeting #2** (could be combined with Town Council presentation).
- **Draft Recommendations Presentation:** Hearing, open to the public.
- **Final Parks and Recreation Advisory Board and Town Council Presentation for Adoption:** Hearing, open to the public.

The Town of Florence (TOF) will be responsible for providing a meeting room and inviting all project stakeholders with an RSVP system.

We help to build consensus on the plan by:

- Identifying, up-front, the project “givens”
- Making the participants aware of the process from start to finish, including where they have opportunities to contribute and who will be making final decisions
- Allowing and encouraging participants to hear from each other
- Identifying common ground as the plan evolves

Knowing that consensus is not always possible, we encourage participants to think about what they can “live with” if their ideal desire is not achievable, and we convey information for informed decision making to the project team, the Parks and Recreation Advisory Board, and the Town Council. We provide written records and summaries of the results of all public process and communications strategies appropriate for posting to the Town’s website.

### **Technology-Based Outreach**

To supplement in-person engagement strategies, we can also solicit public input with technology. Such tools may include social media, virtual meetings, online surveying, interactive website tools, and others, to be discussed and finalized during the SKO.

### **Statistically-Valid Survey**

As part of the community needs assessment, we will conduct a randomly distributed survey using proven survey methods to achieve a statistically valid response. This type of survey is the most effective method available to get the opinions of the NON-USERS, as well as users of recreation facilities and programs, in your community. We will work with RRC Associates (RRC) to create a carefully designed community survey to be distributed to a sample of residents using a list provided by the Town (either registered voters or some other appropriate list). We propose to invite survey participation using a mail survey with a postage paid return envelope provided, containing language that is proven based on our work together in over 100 other communities.

The survey would permit respondents to complete the form and mail it back, or they would be directed to a web site where they could complete the survey on-line. Following the initial invitation to complete the survey that is provided to a sampling of residents by mail, we would offer the opportunity to go to an "open link" where the larger community would be encouraged to respond. RRC typically tabulates the results from these two groups separately (the coded "invitation" and "open link" versions) but if they are similar in response patterns they can then be combined for interpretation purposes. We expect enough responses to permit recreation use patterns, and community priorities to be measured in a quantitative manner. To help improve response rates, we also anticipate that the Town would assist with marketing and creating public awareness of the survey through local channels such as local newspapers, radio, cable TV, web sites and other available media.

GreenPlay will work with RRC and your project team to draft questions regarding awareness, needs, satisfaction, participation, desires, priorities, willingness to pay, accessibility, barriers to participation, and/or other issues determined by the project team.

We have substantial experience in designing surveys specifically for parks, recreation, open space, and trails issues that are effective and representative of the users and non-users. The survey will be carefully constructed to be easily understood using proven questions and terminology appropriate to your community, and the results will be tallied, summarized, charted and graphed. All responses to open-ended comments will also be included in the final report.

### **Inventory/Review of Existing Properties**

We will utilize any existing inventory as a starting point and update it utilizing GIS Mapping tools. Matrix, working with GreenPlay, will conduct an assessment which will provide easy-to-use templates for summarizing the functional use of the existing recreational facilities, including interviews with staff and partners. A walk through tour of key primary facilities will be conducted during the Strategic Kick-Off trip. We will relate current availability of the Town's and key relevant alternative providers' facilities to functional use, capacity, quality, facility trends, usability, customer service, comfort, convenience, customer satisfaction, and safety.

J2 will visit up to fourteen (14) existing parks. GreenPlay, J2, and Florence will agree upon what will be inventoried at each facility, ranking criteria, etc (data sheet). J2 will have two (2) staff members perform each inventory. It is assumed that each site inventory will take four (4) hours. Inventory will be documented on hand held GPS devices, through notes, and photographs. J2 will prepare a site visit assessment report for each site



visited. It is assumed the assessment report may be a combination of 8 ½ by 11 and 11x17 format. J2 will provide an electronic PDF of the site assessment reports to GreenPlay for inclusion into the overall document and the GPS files will be provided to Matrix for incorporation for mapping development.

GreenPlay will work with the Town to determine a strategy to include recommendations for improvements to identify and address unmet demands. We will address methods for minimizing duplication of offerings and/or enhancing possibilities for collaborative uses where appropriate.

*During this stage, Matrix and J2 team members will conduct boundary and topographic surveys for each of the three parks, and will develop base plans for the 3 site-specific master plans.*

### **Benchmarking Analysis – Comparison with Other Communities**

GreenPlay consultants will compile relevant benchmarking and comparison data of commonly accepted key items of importance to the Town. Typical benchmarking comparables include population, operations, and/or capital improvement budgets, FTEs, and land acreages. Other factors that may be evaluated include open space land acreage, recreation facilities, recreation programs and services, revenues, expenses, usage, and staffing levels. We will also review relevant cultural, social, economic, demographic, and environmental trends using available data and statistical information. We will work with your team during Start-Up to determine the most pertinent items on which to base your benchmarking analysis.

### **Facilities, Lands, and Asset Gaps Analysis**

Based on the inventory and site analysis, we will research, collect, and assemble other data necessary to complete the project given available information. We will make capital improvement recommendations, including potential phasing, acquisition, renovations, and conceptual costing.

We will identify noted areas of service shortfalls and projected impact of future trends. Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs in the community.

All mapping of facilities and related spaces will be incorporated into a dynamic digital database using common software that becomes property of the Town upon completion of the project.

*At this stage, preliminary master plan concepts will be created for each of the 3 site master plans.*

### **Evaluation of Existing Standards**

Using the community demographic profile, stakeholder engagement results, comparative analysis, and level of service analysis, we will assess the quality and quantity of programs and facilities provided by the Town. We will evaluate the adequacy on the basis of size and location in relation to existing and future population. We will also make recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

The development of the dynamic digital database based on the current Town GIS database and updated as needed to support this project will allow us to apply evaluation criteria and policies to identify and map existing and future potential park sites, recreation facilities, municipally owned and operated golf courses, and trail corridors to be acquired and/or developed consistent with projected growth patterns and policies identified in any previous planning projects. We will work with staff to determine the degree of specificity for mapping.

J2 will assist Matrix in reviewing the documentation of the evaluation of existing standards. The evaluation will be prepared by Matrix/GreenPlay and J2's role will be to provide a quality control evaluation of the findings.

### **Program and Service Gaps**

We will collect and analyze information on participation, needs, desires, operations, and management strategies for programming and service offerings, and make recommendations. We will identify areas of service shortfalls and projected impact of future trends.

Using the results of the focus groups, stakeholder meetings, survey, demographics and trends, and your current level of service and standards, GreenPlay will seek alignment of organizational resources with effective delivery of services. Gaps in service can further be identified and later substantiated using the nexus of unmet need and high importance.

### **Needs Index/Partners and Alternative Providers – A Collaborative Approach**

We will provide an assessment of the current and potential level of parks, recreation, open space, and trails facilities. By working with staff, we will conduct an analysis of the best possible providers of services to discern possible competition or duplication of services through other public and private program providers, along with recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate. We will identify opportunities as well as deficiencies for improvements and future needs.

We will evaluate current partnerships, including existing IGAs to determine whether or not they are beneficial for the Town. From our analysis of current conditions, we will also identify potential partners and collaborators within the Town and surrounding area. Our process will look for saturation in the market by considering the niche and target service area markets.

### **Mapping of Priorities and Areas of Focus**

As part of the Parks and Recreation Comprehensive Plan, all available base GIS materials will be utilized to compile a comprehensive, updated assessment of the parks and recreation system. We will supplement the inventory of existing parks, recreation facilities, and trails including (but not limited to) research, mapping, and personal inspection and conditions of key parks, as needed.

Once the physical inventory is completed and accurate, we will help analyze the system with quantitative, qualitative, and textual analysis.

### **Key Issues Analysis Matrix**

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Analysis Matrix identifying key issues and aligning them with both source and intensity of the concern. This provides a collective picture of areas on which to focus.

### **Findings and Visioning Strategies Development Workshop**

Once everything has been collected and assembled, our team will compile initial findings from previous tasks, and will prepare a summary of Findings for staff, decision makers, stakeholders, and the public to validate their accuracy. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask staff and stakeholders to share any additional issues or opportunities for consideration.

Following review of the Findings, we will facilitate an Visioning and Implementation Strategies Workshop that will include an analysis of all findings and potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications.

This Workshop will help provide an articulated guiding vision for future parks and recreation facilities and services, as well as collaborative opportunities, with goals, specific actions, timelines, individuals responsible for implementation, and resources necessary for completing the plan.

### **Prioritizing Park and Recreation Facility Needs**

Using the results of the statistically-valid survey, focus groups, stakeholder meetings, needs assessment, current level of service, current capacity and future growth, standards, and classifications analysis, GreenPlay will identify and prioritize the unmet parks and community services facilities needs in the community.

The gaps in facilities and assets can be identified using the nexus of unmet need and high importance. In addition, using the population projections as an overlay to current capacity and industry standards, we will project future needs.

### **Organizational Analysis**

GreenPlay will provide program assessment templates to review and assess existing recreation programs and services in relation to community expectations and industry “best practices.” The assessment will consist of facility staff interviews, review of operations, budgets, program objectives, program access, capacity and use, participation trends, cancellation rates, past evaluation results, and site visits. Our staff will lead a collaborative session with Town staff, identifying key operations issues and potential solutions. GreenPlay consultants will place a focus on options for meeting identified demands in the most effective ways.

### **Financial Analysis**

#### **Financial Model and Scenarios**

We will conduct an overview analysis of your operational funding based on available information. Many agencies are using the Pyramid Methodology to graphically model where taxpayer investments are used and where cost recovery is expected and why. They see the benefit of this foundational, philosophical approach and its application for all municipal services.

As part of GreenPlay’s proposed process, we will introduce your staff to this methodology to utilize internally for the basis of “what if” scenarios predicated on the Town’s financial sustainability goals. If a full detailed cost recovery and/or fee policy needs to be conducted, we can do so for an additional fee.

#### **Probable Operating and Maintenance Costs**

Based on the strategic recommendations that arise out of the needs assessment, we will identify probable operating, maintenance, and capital costs for the next ten (10) years.

#### **CIP Plan/Capital Cost Estimates**

We understand that as a result of all of this planning process, it is important to have a well-designed, feasible, and justified Capital Improvement Plan (CIP). We will:

- Prioritize recommendations for needs regarding land acquisition and the development of parks and recreation facilities for the next 10 years.
- Develop a set of prioritized recommendations for maintenance and renovation of all parks and recreation facilities.
- Include estimated capital costs for renovation of existing parks and recreation facilities and potential new capital improvement projects.

J2 will assist Matrix in reviewing the documentation of the CIP Plan and Capital Cost Estimates. The evaluation

will be prepared by Matrix/GreenPlay and J2's role will be to provide a quality control evaluation of the findings.

### **Potential Funding Sources**

We will provide you with a list of over 100 methods that parks and recreation agencies are currently funding themselves across the country. This list comes complete with instructions for an internal exercise to be completed by your Town to define the acceptable funding mechanisms for your community and arrange them in four different levels. We then will organize and write them into the master plan as recommendations for potential funding sources and mechanisms.

### **Action Plan and Implementation Strategies**

The GreenPlay team will summarize all research and stakeholder input, developing recommendations and priorities for needs regarding land acquisition, conservation, and the development of parks, open space, trails, and recreation. We will also develop a set of prioritized recommendations regarding maintenance and renovation of existing facilities.

We recognize that our team needs to work with the project team to fully analyze identified findings, creating implementable recommendations for your future. We want to be respectful of the project team's time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings.

We will engage all interested project team members and key stakeholders in determining future vision and action plan steps for the Town's parks and recreation needs.

### **Draft Plan and Presentations**

We will work with the project team to rank and prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the Town, and budgetary realities. The product of this task will be a set of recommendations with strategies, priorities, and identification of budget support funding mechanisms phased into immediate, near-term, and long-term timeframes.

We will develop strategic outlines of specific action items, priorities, sequences, capital improvements to implement each year for the first five (5) years of the Plan.

*Final master plans and cost estimates for implementation will also be developed for each of the 3 site master plans.*

Tasks for the remaining five (5) years will include general description and timing of estimated capital and operating costs. Strategy and timelines will be driven by the program structure derived from citizen desires and preferences and will, at a minimum, address the following:

- Programs and Services - Descriptions of the essential programs and services the Parks and Recreation Department offers and should offer in the next ten (10) years.
- Capital Improvement Plan – A year-to-year prioritized schedule of capital improvements, for incorporation into a short term (2020-2024), and long term (2025-2029) Capital Improvement Program (CIP) necessary to meet the proposed standards, fulfill community needs identified in the planning process, including potential funding sources and strategies for raising necessary funds.
- Renovation of existing parks and recreation facilities and potential new capital improvement projects will include estimated capital costs and operation and maintenance costs.
- The development of the capital plan will be based on market analysis, cost benefit analysis, revenue opportunities, site analysis, and neighborhood and community impact

- Land Acquisition, Development, and Improvements - descriptions of type, size, and character of land and facilities needed to meet program and open space needs identified by the community and staff, including geographic distribution and standards for development.
- Pricing Plan Update - User fee structure and appropriate levels of tax subsidy for proposed essential services, based on the assessment of current practices, organizational financial needs, citizen preferences, priorities and comparisons to benchmark communities.

For the Draft Plan, we will provide one (1) electronic copy for review and comment. The plan will be concise, graphically oriented, with infographics as possible to help explain the complex issues, findings, and recommendations.

We will present the recommendations to the Staff, Parks and Recreation Advisory Board public meeting. *We will also make a presentation to the Board and Town Council of the final 3 site-specific master plans.*

### **Final Plan and Presentations**

All relevant comments on the draft recommendations will be incorporated into your Final Plan, and as necessary, we will assist in guiding the Plan through the formal adoption process, including presentation to the Parks and Recreation Advisory Board and the Town Council. *We will also make a presentation to the Board and Town Council of the final 3 site-specific master plans.*

### **For the Final Deliverables:**

Includes a presentation trip to present Final plan to the Parks and Recreation Advisory Board and the Town Council.

- Working Paper #1 – Summary of Existing Conditions and Trends Analysis
- Working Paper #2 – Summary of Community Needs Assessment and Inventory/Benchmarking Analysis
- One (1) electronic copy of the Draft Parks and Recreation Comprehensive Plan
- One (1) bound copies of the Final Town Council adopted Parks and Recreation Comprehensive Plan book, including color exhibits within the book
- One (1) color executive summary of the Parks and Recreation Comprehensive Plan
- One USB flash drive that includes an electronic copy of the entire Final Town Council adopted 2030 Parks and Recreation Comprehensive Plan book, including color exhibits within the book, GIS maps, and the Parks and Recreation Comprehensive Plan executive summary
- Four (4) each mounted 24"x36" copies of the primary Parks and Recreation Comprehensive Plan color exhibits

## PHASE II – Site Specific Master Plans (3)

### PROJECT UNDERSTANDING

The Town desires to master plan three existing park sites: Heritage Park, Little League Park, and Main Street Park. All park improvements will be determined through a community involvement process and the results of Comprehensive Plan needs analysis. Our team will conduct the 3 site specific master plans during the same time period and not duplicate scope tasks from Phase I unless necessary for Phase II details. We indicate those tasks that we will include the Phase II information gathering/presenting within the Phase I scope and fees. The Phase II budget reflects there is no charge for Phase II when the task is included in the Phase I budget.

**Main Street Park** improvements may include upgrading the picnic ramadas, provide site lighting, provide separation from the parking lot and the park itself, provide a premanufactured restroom, and provide a maintainable turf area that minimizes overspray on park elements. The existing playground will likely be protected in place.

**Little League Park** improvements may include providing site lighting and sports field lighting, provide irrigation upgrades, evaluate ball field fencing and dug outs to identify any needed repairs, and removal of existing maintenance yard to provide on-site parking. The existing scoreboard will be protected in place. The existing historic structure will be protected in place. The existing ball field fence line (200ft) will remain.

**Heritage Park** improvements may include providing a new restroom facility, providing improved circulation (pedestrian and vehicular), and providing site lighting and sports field lighting provide irrigation upgrades, evaluate ball field fencing and dug outs to identify any needed repairs; existing ball fields to stay in their current configuration, and provide a destination playground. Other amenities that may be included are skate park, basketball, sand volleyball, and horseshoe pits. Event space with outdoor amphitheater and shelter may be provided. A new maintenance yard may be located to south of the wash. Connectivity to the south over the wash and to Main Street will need to be evaluated to provide a stronger relationship. Currently the park has no irrigation system, a possible lake or water storage will need to be evaluated; along with a water source such as San Carlos Irrigation District water, effluent water, and/or potable.

### Strategic Kick-Off (SKO) Meeting (included in Phase I)

We will review the details of the work plan and formalize the timeline and tasks for your 3 site specific master plans project. We will finalize accepted methodologies and tasks, final number and types of meetings, expected quality and formats for deliverables, and agreement on implementation strategies. We will set a timeline for the public engagement and partner and staff involvement, and will discuss desired outcomes with the Project Team. This meeting will also include finalization for the site-specific plans.

- We will identify key “**Critical Success Factors**” that determine unique characteristics of the Town to be addressed.
- We will supply written **Monthly Progress Reports** that cover recent progress, outstanding issues or information needed upcoming meetings and agendas, and next steps.
- Project team progress will be addressed through project updates via email, phone, or virtual meeting to project manager as needed until the final plan is approved by the Town.
- We will supply the Town’s Project Manager with one (1) electronic copy of all completed or partially completed reports, studies, forecasts, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the Master Plan.
- We will provide up-to-date information for posting on the Town’s website and/or an independent project website for review of progress by stakeholders and the public.

### **Data Collection and Review (included in Phase I)**

As part of the information gathering phase, we will collect pertinent data for the 3 site-specific master plans and integrate information from other recent and current planning work.

### **Site and Area Analysis/Boundary and Topography Survey**

J2 will review the existing as-builts that are available for the three park sites. J2 will submit a design blue stake ticket request to identify which utilities are within the vicinity. J2 will request utility maps from the existing utility companies. J2 will coordinate with our sub-consultant on gathering topographic survey for the project area(s). Heritage Park will have a full boundary and topographic survey provided for the site. An allowance has been established to provide boundary and topographic survey for Main Street and Little League Park. If the Town elects to not authorize the survey allowances Main Street and Little League Park master plans will be developed utilizing aerial imagery obtained from either Google Earth or the Pinal County Assessor website. J2 will visit each site with Town staff to review the existing conditions of the project to help gain further understanding of the project goals and potential site constraints.

### **Master Plan Development**

#### **Community Involvement/Develop Concept Plans/Operational Efficiency Review of Design Elements**

J2 will hold three public involvement meetings (one for each park) to gain additional insight from the adjacent neighborhoods, community and Town staff to provide direction on the master plan development. The design process will begin by gathering public input. Upon receiving input from the three meetings, J2 will develop three (3) draft concept master plans for each site.

These concepts will be hand drawn black and white overlays. J2 will then present these draft concepts to Town staff and Parks and Recreation Advisory Board at meetings preferably during the same timeframe as the Phase I Findings and Visioning Workshop. Based on the feedback from these meetings, J2 will update the hand drawn black and white overlays for the second community meeting preferably during the same timeframe as the Phase I draft plan presentations.

GreenPlay will work with J2 to review, critique, and potentially improve the design of each of the three parks from an operational and maintenance perspective to improve the sustainability of the park and activities based on industry operational trends for similar amenities nationally, with a focus on the region. GreenPlay will utilize their vast knowledge of national, regional, and local industry trends to analyze the schematic designs while working alongside the J2 designers to perfect the design from an operational and maintenance perspective.

While keeping the park to the upmost operational standards, GreenPlay will assist J2 with designing for the optimal staffing, maintenance, sustainable, and cost recovery opportunities (if applicable) possible. We will ensure all design recommendations utilize the most current information available and review each of the activity spaces, required areas or critical dimensions, and any specialized needs for efficient use to maximize capacity for each of the three parks.

The goal of second community meeting is to have the community select a preferred alternative masterplan for each site. Based on the feedback from the second community meeting, J2 will refine and develop one draft preferred alternative for each site. These draft preferred alternatives will again be developed by hand in black and white format. These draft preferred alternatives will be presented to Town staff for feedback.

J2 will further refine each preferred alternative. This final stage of refinement will be developed in CAD format. J2 will prepare a color rendered plan view for each preferred alternative as well as a 3D sketchup model for each preferred alternative for presentation at a Parks and Recreation Advisory Board public meeting.

J2 will utilize feedback gathered from these meetings to make and final refinements to each preferred alternative and create the Final Master Plan renderings and perspective views for each site. These Final Master Plans will be presented at a Town Council Workshop for final acceptance and approval.

J2 will provide a technical memo that summarizes the results of the various community meetings.

The following meetings will be held in their respective order in conjunction with master plan development if at all possible. It is assumed that the Community Meetings will be Open House Format. It is assumed that the Park and Recreation Advisory Board and Council Work Shop meetings will be a presentation format. TOF is responsible for all meeting notifications or securing meeting room locations.

**Meetings:**

- Strategic Planning Meeting with Town Staff and Parks and Recreation Advisory Board: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Florence Youth Commission Meeting #1: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Community Meeting #1: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Design Progress Meeting with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Parks and Recreation Advisory Board Public Meeting #1: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Community Meeting #2: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Design Progress Meeting with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Parks and Recreation Advisory Board Public Meeting #2: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.
- Town Council Workshop Meeting #1: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.

**Deliverables:**

- Draft master plan concepts; three (3) for each site (PDF format)(24"x36" Printed Boards)
- Preferred master plan concept; one (1) for each site (PDF format)(24"x36" Printed Boards)
- Final Master Plan; one (1) for each site (PDF format)
- Technical Memo of Community Involvement (PDF format)
- Technical Memo of each site's existing electrical condition and potential improvements (PDF Format)(Provided by J2 sub consultant Wright Engineering)
- Technical Memo of Heritage Park/Little League Park's existing structural condition of ball park fencing, dugouts and potential improvements (PDF Format)(Provided by J2 sub-consultant Ethos Engineering)

**Optional Allowances:**

1. Surveying Soccer Fields, Aquatic Center and Library (Provided by J2 sub-consultant Hansen)
2. Surveying Little League Park (Provided by J2 sub-consultant Hansen)
3. Surveying Main Street Park (Provided by J2 sub-consultant Hansen)
4. Park Signage Package (Provided by J2 sub-consultant Matrix)



### **Opinion of Probable Construction Costs**

Based on the final master plans developed in Task 200 J2 will develop rough order of magnitude opinions of probable construction cost for each site.

The following meeting will be held in conjunction with master plan development if at all possible. TOF is responsible for all meeting notifications or securing meeting room locations.

### **Meetings:**

- Presentation of Opinion of Probable Construction Cost Meeting with Town Staff: One (1) meeting. This meeting is anticipated to be two (2) hours in duration. J2 will have two (2) representatives at this meeting.

### **Deliverables:**

- Opinion of Probable Construction Cost for each final master plan (PDF and Excel Format)

### **Annual Operations and Maintenance Budgets**

Once the park site program is determined, we will research financial resources, staffing costs, pricing methodology, user fees, if appropriate, for any recommended services and facilities. We will research any interest in potential additional revenue generation to help cover operational and maintenance costs. We have effective methods for determining which types of revenue generation will be most appropriate for the urban park location.

Based on all the information gathered throughout the process, GreenPlay will develop annual operational and maintenance budget projections to include all expenses and revenues associated with the Sports Complex's operations. The projected operational and maintenance budgets will include (but not be limited to) staffing levels, benefits, commodities, utilities, contractual services, pricing strategies (if appropriate), revenue opportunities, rentals, concessions, merchandising, programs, participation levels, events, cost recovery, and subsidy levels, along with any additional budget items identified by the client.

### **Deliverables:**

- Opinion of Probable Annual Operations and Maintenance Budget for each final master plan (PDF)

### **Final Plans and Presentations (included in Phase I)**

A final presentation to the Parks and Recreation Advisory Board and the Town Council will be made of the final 3 site-specific master plans preferably at the same meetings as the Town of Florence Community Services Master Plan.

The Town of Florence warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the Town to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

Fees

Budget Florence AZ Phase I - Master Plan					Included in Phase II			
TASKS	GreenPlay	Trips	MATRIX	Trips	J2	Trips	RRC	Total
Strategic Kick-Off Meeting	\$4,200	1	\$720	1		1		\$4,920
Data Collection and Review	\$1,890		\$1,080					\$2,970
Community Profile Demographics/Trends Analysis	\$3,045							\$3,045
Community Involvement								\$0
Focus Groups/Public Forum/Stakeholder Interviews	\$9,450	1						\$9,450
Statistically-valid Survey	\$1,470						\$14,500	\$15,970
Inventory/Review of Existing Properties	\$630		\$8,100	1		1		\$8,730
Benchmarking	\$3,570							\$3,570
Facilities & Asset Gaps Analysis	\$945		\$1,800					\$2,745
Evaluation of Existing Standards	\$945		\$1,800		\$630			\$3,375
Program & Services Gaps Analysis	\$2,520							\$2,520
Needs Index/Partners & Other Service Providers Analysis	\$2,205							\$2,205
Mapping of Priorities & Areas of Focus	\$945		\$5,400					\$6,345
Key Issues Matrix	\$2,205							\$2,205
Findings and Visioning Workshop/Public Forum	\$5,040	1	\$1,440	1				\$6,480
Organizational Analysis	\$1,575							\$1,575
Financial Analysis								\$0
Financial Model and Scenarios	\$1,050							\$1,050
Probable O&M Budget Projections	\$945							\$945
CIP Plan/Capital Cost Estimates	\$315				\$1,261			\$1,576
Potential Funding Sources	\$1,260							\$1,260
Prioritize Park & Recreation Facility Needs	\$945							\$945
Action Plan and Implementation Strategies	\$1,260							\$1,260
Draft Plan and Presentations	\$8,400	1	\$720	1				\$9,120
Final Plan and Presentations	\$7,691	1		1				\$7,691
Deliverables (included in fees)	\$0							\$0
<b>Totals</b>	<b>\$62,501</b>	<b>5</b>	<b>\$21,060</b>	<b>5</b>	<b>\$1,891</b>	<b>2</b>	<b>\$14,500</b>	<b>\$99,952</b>

Budget Florence AZ Phase II Site Specific MPs		Included in Phase I		Included in Phase I		Included in Phase I		Sub to J2	Sub to J2	Sub to J2	Total
TASKS	GreenPlay	Trips	MATRIX	Trips	J2	Trips	Hanson	Wright	Ethos		
Strategic Kick-Off Meeting (Included in Phase I)		1		1	\$361	1					\$361
Data Collection and Review (Included in Phase I)					\$1,986						\$1,986
Site Analysis/Boundary and Topography Survey							\$24,000				\$24,000
Master Plan Development					\$24,555			\$9,570	\$3,621		\$37,746
Review of the 3 Site Specific Parks	\$0				\$14,507	1					\$14,507
Community Involvement	\$6,300	1				1					\$6,300
Operational Efficiency Review of Design Elements	\$1,890										\$1,890
Develop Opinion of Probable Construction Costs					\$2,162						\$2,162
Develop O&M Budget Projections (3)	\$9,450										\$9,450
Final Plans and Presentations	\$1,045	1				1					\$1,045
Deliverables (3 Mounted Exhibits) included in fees											\$0
<b>Totals</b>	<b>\$18,685</b>	<b>3</b>	<b>\$0</b>	<b>1</b>	<b>\$43,571</b>	<b>4</b>	<b>\$24,000</b>	<b>\$9,570</b>	<b>\$3,621</b>		<b>\$99,447</b>
Optional Allowance #1- Surveying Soccer Fields, Aquatic Center, Library	\$800						\$8,000				\$8,800
Optional Allowance #2- Surveying Little League Park	\$900						\$9,000				\$9,900
Optional Allowance #3- Surveying Main Street Park	\$1,300						\$13,000				\$14,300
Optional Allowance #4- Park Signage Package	\$870		\$8,700								\$9,570
<b>Total of Optional Allowances</b>	<b>\$3,870</b>		<b>\$8,700</b>				<b>\$30,000</b>				<b>\$42,570</b>
<b>Totals With Allowances</b>	<b>\$22,555</b>		<b>\$8,700</b>		<b>\$43,571</b>		<b>\$54,000</b>	<b>\$9,570</b>	<b>\$3,621</b>		<b>\$142,017</b>

Budgets for both Phase I and Phase II include all travel and reimbursable expenses.

GreenPlay and our team members establish rates to inclusively cover the salaries of the professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects like this that include more than 100 hours of work, GreenPlay typically recommends and proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is preliminarily based on a projected number of hours, but that the compensation is actually based on completion of pre-determined contracted tasks from the **Scope of Work** within a pre-specified timeline. This usually works well for the client in that they will get all the work done that they need, regardless of how many hours during the timeline that it takes to do it. In the event that the contracted **Scope of Work** is changed by the client during the course of work, GreenPlay can adjust total contract fees accordingly based on the regular hourly rates. This project is proposed as a **Firm-Fixed Rate Fee** project.

**Our rates include:**

- Professional staff, sub-consultant, and administrative salaries
- All office overhead, equipment, utilities, travel and insurances
- Taxes, employee benefits, and Worker’s Compensation
- Administrative support staff and supplies, and local travel
- Work Products and meetings as outlined in the Scope of Work

**Rates may not include (unless specified in the Scope of Work):**

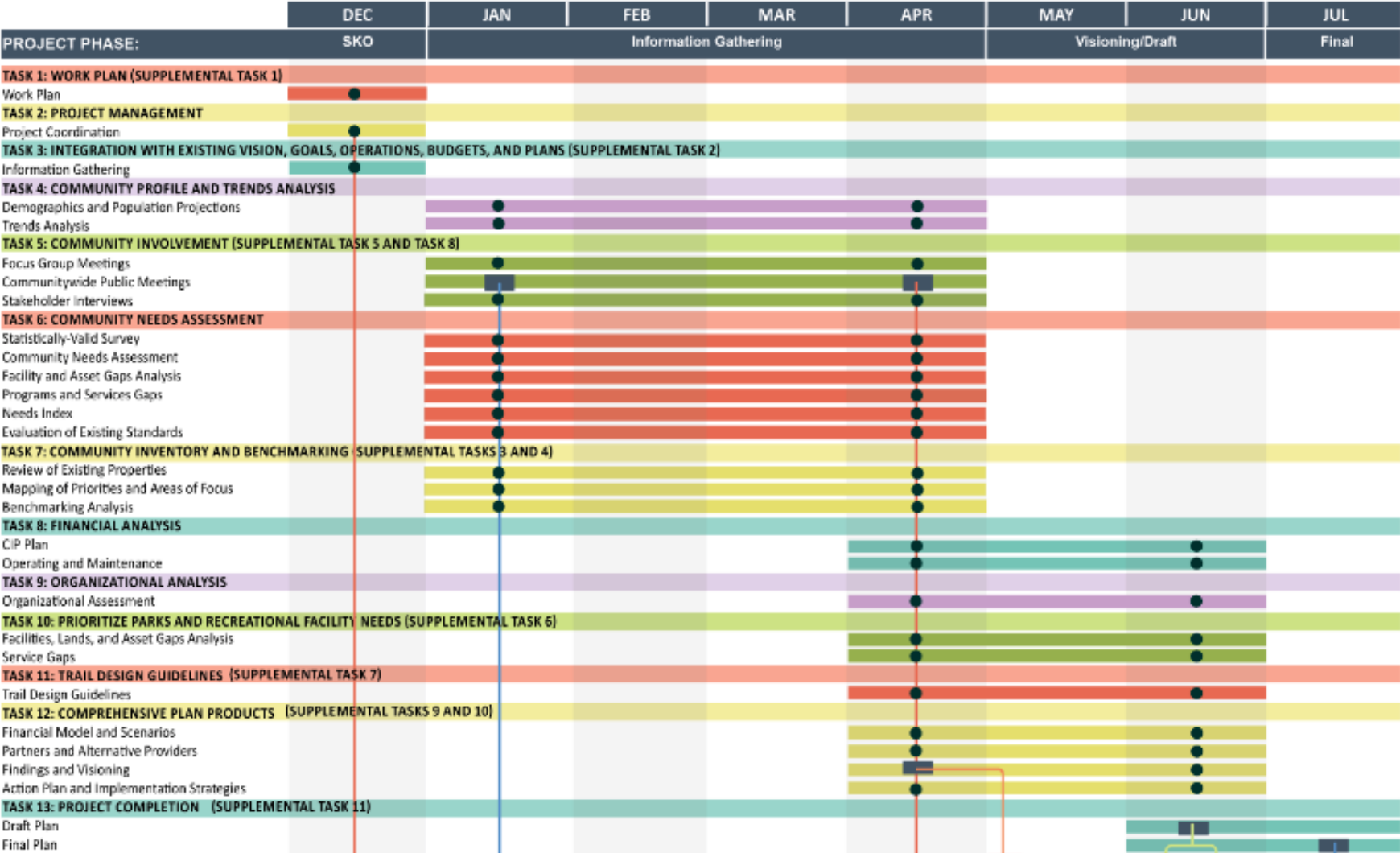
- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products)

**As a baseline:**

GreenPlay’s baseline hourly rate is \$150 per hour. While the hourly rates may sound high relative to typical public agency staff pay rates, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. **In addition, because we propose as a Firm-Fixed Fee, the hours budgeted are just a preliminary estimate – the bottom line is that we dedicate whatever time is necessary to complete the contracted Scope of Work at no addition cost for extra hours.** An additional benefit is that when the project is finished, the expense ends.

GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

### IV. Critical Path Diagram and Proposed Project Timeline



● Meetings with Staff and/or Commission members



SKO



Public Meeting #1



Public Meeting #2



Findings and Visioning Workshop



Draft Plan Presentation/Public Meeting #3



Final Plan Delivered



**TOWN OF FLORENCE  
COMMUNITY SERVICES DEPARTMENT**

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**NOTICE OF INTENT TO AWARD  
PARKS AND RECREATION COMPREHENSIVE PLAN**

Date: November 5, 2018

Subject: RFQ Parks and Recreation Comprehensive Plan

Thank you for participating and submitting a Statement of Qualifications for the above solicitation. We appreciate your interest in doing business with the Town of Florence and trust that there will be opportunities in the future for your continued participation.

The Town completed the evaluation process of the Statement of Qualifications received. The recommended award for this solicitation is to **GreenPlay, LLC**, who is deemed to be the most qualified team based on the evaluation factors set forth in the Request for Qualifications and whose subsequent proposal is determined to meet the overall needs of the Town.

If you have any questions, or would like further information about the award, please contact me on or before November 16, 2018.

Respectfully,

Bryan C. Hughes, CPRE  
Community Services Director