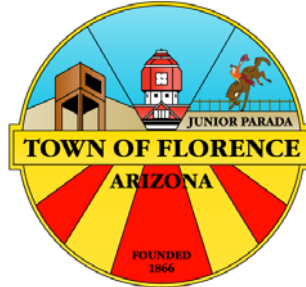


# TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter  
Vice-Mayor John Anderson  
Councilmember Bill Hawkins  
Councilmember Kristen Larsen  
Councilmember Karen Wall  
Councilmember Michelle Cordes  
Councilmember Judy Hughes



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

**6:00 PM**

**Tuesday, February 19, 2019**

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 Tuesday, February 19, 2019, 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**

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

## **2. MOMENT OF SILENCE**

## **3. PLEDGE OF ALLEGIANCE**

## **4. 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.

## **5. PUBLIC HEARINGS AND PRESENTATIONS**

- a. Public Hearing to receive citizen's comments on a text amendment to the Sign Regulations of the Development Code; and first reading of Ordinance No. 667-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND REPEALLING AND REPLACING "PART 3 SIGN REGULATIONS," SECTIONS 150.092 TO 150.130 (CASE PZ 18-33 ORD). (Dana Burkhardt)
- b. Public hearing to receive citizen's comments on a text amendment to the on-site parking and loading regulations of the Development Code; and first reading of Ordinance No. 668-

19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND "PART 7 PARKING; LOADING AND UNLOADING," SECTIONS 150.156 TO 150.167 (CASE PZ 18-34 ORD.) (Dana Burkhardt)

- c. Recognition of the 34th Annual Historic Home Tour Committee. (John Nixon)
- d. 2017-2018 Police Annual Report (Dan Hughes)
- e. Presentation by Pinal County United Way, Live United. (Braden Biggs)

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

- a. Approval of Addendum Two Modification of the Lease Agreement dated October 1, 2016, between the Town of Florence, and Bucks 4 Style, LLC. (Jennifer Evans)
- b. Award a contract to Right Away Disposal, LLC, for solid waste services (sludge hauling component only). (Ben Bitter)
- c. Approval of the January 3, January 7, January 14, January 22 Regular, and January 22 Special Town Council Meeting minutes.
- d. Receive and file the following board and commission minutes:
  - 1. December 13, 2018 Arts and Culture Commission Meeting minutes
  - 2. December 26, 2018 Historic District Advisory Commission Meeting minutes
  - 3. October 17, 2018 Library Advisory Board Meeting minutes
  - 4. July 26, 2018 Parks and Recreation Advisory Board Meeting minutes
  - 5. December 20, 2018 and January 3, 2019 Planning and Zoning Commission Meeting minutes

**7. UNFINISHED BUSINESS**

- a. Ordinance No. 670 -19: Second reading and adoption of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING TOWN OF FLORENCE CODE OF ORDINANCES, TITLE VII, CHAPTER 72, BY ADDING A NEW SECTION 72.05 RELATING TO THE USE OF PORTABLE WIRELESS COMMUNICATION DEVICES INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE AND REPEALING CONFLICTING ORDINANCES. (Tara Walter)

**8. NEW BUSINESS**

- a. Resolution No. 1687-19: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY. (Scott Barber)

- b. Discussion/Approval/Disapproval of Vice-Mayor John Anderson attending the 2019 Water Now Summit in Austin Texas (John Anderson).
- c. Discussion/Approval/Disapproval of appointing members to the Florence Youth Commission.
  - 1. Appointment of Grace Diorio, Hanna Earl to a one-year term on the Florence Youth Commission with a term to expire October 31, 2019.
  - 2. Appointment of Kendra Johnson, Cara Roberts, and Delores Vasquez to a two-year term on the Florence Youth Commission with a term to expire October 31, 2020.
  - 3. Appointment of Jayden McMillin to a two-year term as Alternate of the Florence Youth Commission with a term to expire October 31, 2020.

## **9. LEGISLATIVE UPDATE**

## **10. MANAGER'S REPORT**

## **11. CALL TO THE PUBLIC**

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

## **13. 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), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- b. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325 including those actions related to said litigation as authorized by Ord. No. 592-13.

## **14. ADJOURNMENT FROM EXECUTIVE SESSION**


## **15. ADJOURNMENT**

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

**POSTED ON FEBRUARY 14, 2019, 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. \*\*\***



	<h2 style="margin: 0;">TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3 style="margin: 0;"><u>AGENDA ITEM</u> 5a.</h3>
<p><b>MEETING DATE:</b> February 19, 2019</p> <p><b>DEPARTMENT:</b> Community Development</p> <p><b>STAFF PRESENTER:</b> Dana Burkhardt, Planning Consultant</p> <p><b>SUBJECT:</b> Ordinance No. 667-18: Development Code Sign Regulations Text Amendment (PZ-18-33 ORD) Public Hearing</p>		<p> <input type="checkbox"/> Action  <input type="checkbox"/> Information Only  <input checked="" type="checkbox"/> Public Hearing  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance         </p> <p style="margin-left: 20px;"> <input type="checkbox"/> Regulatory  <input checked="" type="checkbox"/> 1<sup>st</sup> Reading  <input type="checkbox"/> 2<sup>nd</sup> Reading         </p> <p><input type="checkbox"/> Other</p>
<p><b>STRATEGIC PLAN REFERENCE:</b></p> <p> <input checked="" type="checkbox"/> Community Vitality    <input type="checkbox"/> Economic Prosperity    <input checked="" 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         </p>		

**RECOMMENDED MOTION/ACTION:**

Public hearing and first reading of Ordinance No. 667-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND REPEALLING AND REPLACING "PART 3 SIGN REGULATIONS," SECTIONS 150.092 TO 150.130 (CASE PZ 18-33 ORD) on February 19, 2019.

On March 4, 2019, move to adopt Ordinance No. 667-18, a text amendment to the Sign Regulations of the Development Code.

**OVERVIEW:**

In 2015, the Supreme Court of the United States (SCOTUS) made a ruling pertaining to the case of *Reed v. Town of Gilbert* which has implications for local sign ordinances across the country. Based upon the advice of the Town Attorney, text amendments to the Town of Florence Development Code are necessary in order to avoid potential legal challenge. Staff has taken this opportunity to not only address the implications of the SCOTUS decision, but also to organize the Sign Code to read more clearly and make other minor updates.

This agenda item and report addresses proposed Ordinance Number 667-18, a text amendment to The Development Code of the Town of Florence amending the "Definitions" and "Part 3. Sign Regulations" Sections 150.031, and 150.092 to 150.130, respectively (Exhibit A). On January 17, 2019, the Planning and Zoning Commission

unanimously recommended the Town Council adopt this text amendment, Ordinance No. 667-18.

### **BACKGROUND/DISCUSSION:**

The initial draft of this Sign Code update was originally prepared in 2015. At that time, the Draft Sign Code received public review including review and discussion by the Planning and Zoning Commission and the Historic District Advisory Committee (HDAC). Since that time, comments to the draft were received and addressed by the planning staff. The Draft Sign Code has remained available for public review on the Town's website since 2016.

Staff has taken the opportunity to reprocess the 2016 Draft Sign Code (Exhibit A), with the luxury of the SCOTUS decision now in hindsight. In the *Reed v. Town of Gilbert* Court case, Gilbert, Arizona, the Court sided with the Good News Community Church and in doing so, clarified what it means for sign regulations to be "content based". Because the ordinance at issue in *Reed* provided different size, height, and duration requirements for political signs than it did for signs providing directions to an assembly or other event, the Court concluded it was "content based" and therefore subject to "strict scrutiny". Unable to discern any compelling government interest in the differing rules adopted by the Town of Gilbert, the Court found the ordinance invalid.

The Court's ruling in *Reed* means that any sign ordinance with different rules for different categories of signs is "content based," as long as the categories are defined by the content, topic, or subject matter of the sign's message. For example, an ordinance that allows "political" signs to be twelve square feet, but limits "temporary directional signs" to six square feet, is content-based. To this end, the Draft Sign Code no longer specifically regulates political signs or other signs that have protections by the state or federal governments, though the Town may continue to enforce the applicable state and federal regulations for such signs.

Subsection 150.098 (L) of the Draft Sign Code provides direction to the Town's administrators to specifically address the SCOTUS decision. The following summarizes the proposed changes to the existing sign code:

- Addition of new defined words
- Reorganized for clarity
- Address impacts of the *Reed v. Town of Gilbert* Supreme Court decision
- Increased Monument Sign height for commercial uses along transportation corridors
- Allow electric / digital signs (excluding the Historic District)
- Guarantee a minimum of 16 sf of wall signage for any business
- Drive-thru menu boards may be located closer to the street frontage
- Increased maximum allowable sign area for commercial

**Historic District Overlay Zoning Designation:**

The Historic District Overlay Zoning Designation does not specify deviations from the Sign Code nor contain any requirements to cause an obvious conflict. The district regulations authorize the HDAC and Town Council to consider certain criteria when determining the compatibility of a development proposal with existing development in the immediate vicinity. When the HDAC considers proposals for signs within the overlay district, they may request any necessary modifications to signage to ensure compatibility and to retain the historic character of the area.

**Historic District Preservation Guidelines:**

The Historic District Preservation Guidelines (HDPG) serve as a companion document to the Town of Florence Development Code. The HDPG provides design guidelines for permanent signage above and beyond the Development Code provisions for signs. For instance, the guidelines limit the use of monument signs to buildings that are setback greater than 15 feet from the property line, with a maximum height of four feet. These guidelines are more restrictive than both the existing and proposed Sign Codes and are applied only to the properties within the Historic District.

The HDPG does not conflict with the Sign Code but provides additional limitations and other requirements for sign placement and aesthetics intended to preserve the historic townsite character. In the unlikely event a conflict occurs between the HDPG provisions and the Sign Code, the HDPG requirements would likely prevail. §150.098 (K) of the Draft Sign Code provides that “Signs within the Historic District shall conform to the Town of Florence Historic District Guidelines, except as allowed by the Historic District Advisory Commission.” This provision grants considerable discretion and latitude to the HDAC in their review of signage.

**PUBLIC PARTICIPATION:**

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning and Zoning Commission Public Hearing was advertised in the local Town paper, posted at the Town’s posting location, and advertised on social media and the Town’s website. Meetings and public outreach for these proposed amendments are as follows (\* denotes tentatively scheduled):

2016	Draft Sign Code Boards and Commissions, and Public Review
Oct. 18, 2018	Planning and Zoning Commission Work Session
Nov. 15, 2018	Planning and Zoning Commission Review/Discussion
Dec.4, 2018	Neighborhood Meeting (5-6:30PM Community Center)
Dec. 20, 2018	Planning and Zoning Commission (public hearing)
Jan. 2, 2019	Historic District Advisory Committee Review/Discussion
Jan. 17, 2019	Planning and Zoning Commission (public hearing and action)
Feb. 19, 2019	Town Council (public hearing and 1st reading)
*March 4, 2019	2nd Town Council (action)

**A VOTE OF NO WOULD MEAN:**

A no vote means that the Town would not change the Development Code Sign Regulations.

**A VOTE OF YES WOULD MEAN**

A yes vote means that the Town would change the Development Code Sign Regulations.

**FINANCIAL IMPACT:**

Neutral, approval or denial of this request has no impact to the Town's finances.

**ATTACHMENTS:**

Ordinance No. 667-18  
Exhibit A  
Notice of Public Hearing  
Sign Code Update

## **ORDINANCE NO. 667-19**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND REPEALLING AND REPLACING "PART 3 SIGN REGULATIONS," SECTIONS 150.092 TO 150.130 (CASE PZ 18-33 ORD).**

**WHEREAS**, in accordance with A.R.S. § 9-462, the legislative body may adopt by ordinance, any change or amendment to the regulations and provisions as set forth in the Development Code of the Town of Florence; and

**WHEREAS**, notification of this amendment has been published in a local newspaper with general circulation in the Town of Florence, giving 15 day notice of time, date, and place of public hearing; and

**WHEREAS**, a public hearing was held by the Planning and Zoning Commission on December 20, 2018; and

**WHEREAS**, the Planning and Zoning Commission, after having held a public hearing on the case, has forwarded the Mayor and Town Council a unanimous favorable recommendation for the text amendment ordinance; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the residents of Florence to amend the Town of Florence Development Code Sections 150.031, and 150.092 to 150.130, such that it is advisable to repeal and replace the aforementioned sections, as further set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Town Council has determined that, for the reasons set forth above and for the purpose of protecting the public health, safety and welfare of the residents and visitors of Florence, it is in the best interests of the Town to amend the Code of Ordinances as provided herein;

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

Section 1. Any proposal for the construction, installation, or replacement of signs within the Town shall be subject to the following: Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 of the Florence Development Code Part 3 Sign Regulations, Sections 150.092 to 150.130; the Town's licensing and permit requirements; the Town's reasonable design review and development standards; the Town's

reasonable rates and fees as adopted by the Town; and all other applicable regulatory processes.

Section 2. Existing Title XV of the Town of Florence Code of Ordinances is hereby amended by the revisions, additions, deletions, and replacement of the Development Code text as set forth in Exhibit "A."

Section 3. Exhibit "A" is hereby approved, adopted and incorporated into the Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 Development Code by reference, as fully as if set forth in this Ordinance in its entirety.

Section 4. If any section, subsection, clause, phrase or portion of this Ordinance or any part of the amended and restated Town of Florence Code of Ordinances Title XV is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. One paper copy and one electronic copy of this ordinance is ordered to remain on file with the Town Clerk.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence this 4<sup>th</sup> day of March 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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

# EXHIBIT A

## SIGN CODE UPDATE

(The following text in red is a proposed addition to the Development Code “Definitions” section and text with a strikethrough are proposed for deletion.)

### Definitions

#### 150.031 Defined Words

**SIGN.** ~~Any object, device, display or structure (including but not limited to letters, words, numerals, figures, symbols, pictures, outline, character, color, illumination, trademark, logo or any part or combination) used for visual communication which is intended to attract the attention of the public and is visible from the public rights-of-way or other properties.~~ Refer to §150.094 for Sign and signage related terms and definitions.

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(The following text is proposed to repeal and replace the existing Development Code Part 3 Sign Regulations, sections 150.092 to 150.130.)

### Part 3. Sign Regulations

#### Sections

150.092 Purpose, Scope and Authority  
150.093 Applicability  
150.094 Signage Definitions  
150.095 Exemptions  
150.096 Prohibited Commercial Signs  
150.097 Prohibited Sign Locations  
150.098 Standards, Limitation and Requirements for All Signs  
150.099 Signs for Employment/Commercial and Mixed Use Districts  
150.100 Signs for Residential Districts  
150.101 Comprehensive Sign Plan Required  
150.102 Submittal and Permit Requirements  
150.103 Exceptions; Permits Not Required  
150.104 Legal Nonconforming Signs  
150.105 Signs Rendered Nonconforming  
150.106 Abandoned Signs  
150.107 Unsafe Signs  
150.108 Enforcement and Penalties  
150.109 -130 *Reserved*

#### 150.092 Purpose, Scope and Authority

The purposes of these Sign regulations, hereafter referred to as the “Sign Code”, are:

(A) To encourage the effective use of Signs as a means of communication in the Town.

- (B) To maintain and enhance the aesthetic beauty of the built environment and the Town's ability to attract sources of economic development and growth.
- (C) To improve pedestrian and traffic safety.
- (D) To minimize the possible adverse effect of Signs on nearby public and private property.
- (E) To balance the rights of businesses and individuals to convey messages through Signs against the aesthetics and safety hazards that come from the proliferation of Sign clutter.
- (F) To enable the fair and consistent enforcement of the Sign Code.

### **150.093 Applicability**

- (A) It shall be unlawful to display, erect, place, establish, paint or maintain a nonexempt Sign in the Town except in conformance with the standards, requirements, limitations and procedures of the Sign Code.
- (B) The effect of this Sign Code as more specifically set forth herein, is:
  - (1) To prohibit all Signs except as permitted by the Sign Code.
  - (2) To allow a variety of types of Signs in Employment/Commercial and Mixed Use districts, and a limited variety of Signs in residential districts, subject to content neutral standards requirements and limitations.
  - (3) To allow certain Signs that are appropriately sized and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of these regulations, but without a requirement for permits.
  - (4) To establish standards, requirements and limitations and a permit system that honor constitutional rights and requirements.
  - (5) To provide for the enforcement of the provisions of the Sign Code.

### **150.094 Signage Definitions**

For the purpose of the Sign Code, the following definitions shall apply unless the context indicates or requires a different meaning.

**A-FRAME SIGN.** A portable type of promotional business Sign.

**ADJACENT.** Adjacent means abuts, is contiguous to or shares a common boundary.



**ALLOWABLE SIGN AREA.** The total Sign Area permitted for all nonexempt Signs.

**ARTERIAL ROADWAY.** A street designated as an arterial roadway in transportation plans approved by the Town of Florence.

**BANNER.** Any Sign of fabric, plastic or similar material that is mounted to a pole, structure or a building at one or more edges. Banners are used to advertise special events or new business and are not permanently attached.

**BEACON.** Means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same site as the light source; also, any light with one or more beams that rotate or move. Beacons are prohibited except when approved for limited usage with a Special Event Permit.

**BILLBOARD.** A flat surface or board, used outdoors, on which large commercial advertisements or notices are posted. In this Sign Code, Billboards shall be referred to as Off Premise Advertising Signs.

**BLADE SIGN.** A type of projecting Sign mounted on a building facade or storefront pole or attached to a surface perpendicular to the normal flow of traffic.

**BUILDING.** Building is defined in Section 150.031 of the Development Code.

**BUILDING FRONTAGE.** The length of the wall of a completely enclosed permanent building on a site that fronts directly on a public or private street or right-of-way.

**BUILDING GROUND FLOOR AREA.** The area of the ground floor enclosed within the walls of all buildings on the site.

**BUILDING IDENTIFICATION SIGN.** A non-commercial Sign that identifies the street address of the building, as well as other identifying information required for public safety purposes.

**BUILDING MARKER.** A Sign indicating the name of a building and date and incidental information about its construction, which Sign is cut into masonry surface or made of bronze or other permanent material, and affixed to or placed near a building.

**BUILDING SIGN.** Any Sign attached to or painted on any part of a building, as contrasted to Fence, Freestanding or Monument Signs.

**BUS STOP.** A bench, shelter, kiosk, or pole Sign or similar structure placed by the Town of Florence or the locally endorsed public transportation authority, e.g., Central Arizona Regional Transit, along an established public transportation route to mark an area for members of the general public to wait for and get on or off of public transportation.

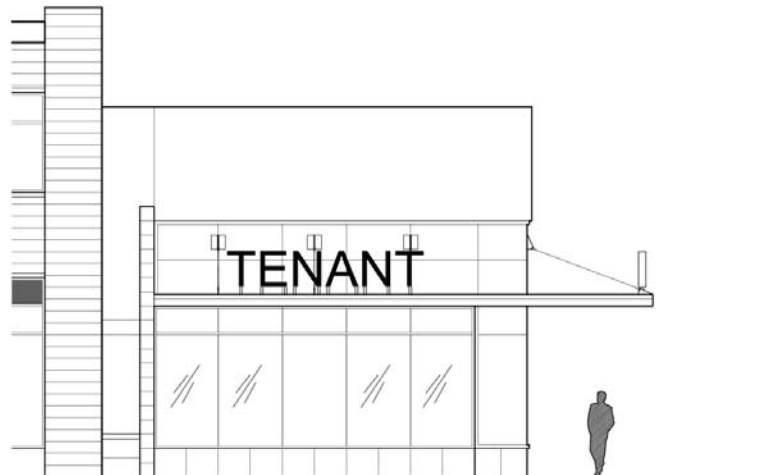
**BUSINESS FRONTAGE.** The length of the face or wall of a completely enclosed and permanent building occupied by an individual building occupant and contains a customer entrance. An occupant may have more than one business frontage if it occupies building frontage facing on two or more streets or public areas. If the building faces two or more streets or public areas, only the two main frontages may be used in calculating allowable Sign Area.

**CABINET SIGN.** A building Sign that is an enclosed cabinet with Copy on one or more sides and may enclose an integrated light source that can shine through the sides or face of the Sign.

**CAFE UMBREALLA SIGNS.** Signs or Copy permanently embroidered, screened, dyed, stenciled or painted into the fabric of umbrellas that are set up in sidewalk cafes.

**CANOPY SIGN.** Any Sign that is a part of or is attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A Marquee Sign is not a Canopy Sign.

**CHANGEABLE COPY SIGN, MANUAL.** A Sign or portion thereof that has a reader board for the display of text information in which each alphanumeric character, graphic or symbol, may be changed or re-arranged manually with characters, letters or illustrations. Furthermore, the changes can occur without altering the face or surface of the Sign.



Canopy Sign Example

**CHANNEL LETTERING.** Copy that is individually cut, raised, carved or manufactured.

**CIVIC DISPLAY.** A temporary display of banners, balloons, flags, lights or similar decorations erected on a public street or other public property in connection with a holiday or civic event.

**COLLECTOR ROADWAY.** A street designated as a collector roadway in transportation plans approved by the Town of Florence.

**COMMERCIAL CENTER.** A group of contiguous lots organized into a shopping center, strip mall, business park, office condominium or similar grouping that share mutual access, ingress and egress easements.

**COMMERCIAL MESSAGE.** Any Sign wording, logo, or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity or is otherwise defined as "commercial speech" by the Arizona Supreme Court, the United States District Court for the District of Arizona, the Ninth Circuit Court of Appeals, or the United States Supreme Court for purposes of interpreting the United States Constitution or Arizona Constitution regarding freedom of expression or speech.

**COMMUNITY BUILDING.** A building that is typically owned by a government entity, civic organization or Homeowner's Association that is used for meetings and activities related to the local community.

**COMMUNITY DIRECTORY SIGN.** A Sign, or a group of Signs designed as a single display, that gives information about local community organizations.

**COPY.** Characters, letters, symbols (including logos and trademarks), illustrations and writings.

**CO-TENANCY.** A business that leases or rents space to tenant(s) or business(es) that are housed within their building though they operate as an independent business.

**DIGITAL SIGN.** A Sign or portion thereof that displays electronic, static images, static graphics, text information, or static pictures, with or without information, defined by a small number of matrix elements using combinations of light emitting diodes (LED), fiber optics, light bulbs, liquid crystal display (LCD) or other Illumination devices within the display area. Digital Signs include computer programmable, microprocessor controlled electronic or digital displays. May also be known as an Electronic Message Center.

**DIRECT LIGHTING.** Direct lighting means that the light fixture or bulbs are visible when looking at the light source or Sign.

**DIRECTIONAL SIGN.** A permanent Sign that directs the flow of traffic or pedestrians and may or may not contain a Commercial Message. Directional Signs shall not exceed six square feet in Sign Area and three feet in Height.

**DIRECTORY SIGN.** A Sign, or a group of Signs designed as a single display, which gives information about the location of businesses, buildings or addresses within a residential, office, commercial or industrial complex with no Commercial Message. Directory Signs located internal to a project and not visible from adjacent roadways shall not count towards on-site signage calculations.

**FENCE SIGN.** A Sign that is mounted or painted on a fence, screen wall, retaining wall, sound wall or similar type of fence or wall structure.

**FLAG.** A piece of fabric varying in shape, color and design usually attached at one edge to a staff, pole or cord which contains a Noncommercial Message as defined herein, unless otherwise permitted in this code.

**FREESTANDING SIGN.** A Sign that is placed on or anchored to the ground or is supported by a Sign Structure that is placed on or anchored to the ground and is independent from any building or other structure. In this Sign Code, A Freestanding Sign may also be known as a Monument Sign, but this definition excludes Billboards or Off Premise Advertising Signs.

**FRONTAGE.** The portion of a site that fronts directly on a public or private street or right of way. See "building frontage," and "site frontage."

**GAS/SERVICE STATION CANOPY SIGN.** A Sign or Signs that are attached to a canopy located at a gas station or service station. These Signs are considered Wall Signs and shall be counted towards the allowable wall signage allowed for a development.

**GATEWAY SIGN.** A freestanding or monument type of Sign near the municipal boundaries of the Town of Florence that introduces or welcomes visitors to the community. In certain cases, this may be incorporated into a business' Freestanding or Monument Sign, in which case such signage would not be counted towards the business' allowable signage.

**GRADE.** Unless otherwise specified, the average of the highest and lowest elevations of the ground at the base of the Sign.

**GROSS FLOOR AREA.** The sum of the square footage of all the floors of a structure or building.

**HALO ILLUMINATION.** A form of internal Illumination where channel lettering is used and the light source is hidden behind and glows around the edges of letters or symbols giving the effect of a light halo.

**HEIGHT.** Unless otherwise specified, the vertical distance from the topmost part of the Sign cabinet or Copy (whichever is higher) to Grade.

**HISTORIC DISTRICT.** Any officially adopted and recognized Historic District located within the Town of Florence.

**HOLIDAY DECORATION.** Any display commonly associated with a nationally recognized holiday.

**HUMAN SIGN.** A Sign held by or attached to a human for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service or product. This can also include a person dressed in costume for the purpose of advertising or

drawing attention to an individual, business, commodity, service or product. May also be referred to as "Sign Walkers".

**ILLEGAL SIGN.** Any Sign or any type that was erected or put up after the effective date of the currently adopted Sign Code and does not comply with the Sign Code.

**ILLUMINATION.** Illumination refers to the type and location of the light source for the Sign: "All types" of Illumination means any form of light source including indirect, internal, exposed bulb including neon or other tubes of light.

**INFLATABLE SIGN.** A Sign consisting of balloons and/or inflatables made of plastic, rubber, metallic, cloth or other materials, regardless of the size, that is used for the purpose of attracting attention.

**INCIDENTAL SIGN.** A Sign posted on private property by the owner of the property that is generally informational, contains no Commercial Message, and has a purpose secondary to the use of the site on which it is located, such as traffic control Signs, parking or loading control Signs, Signs indicating the location of telephones or emergency equipment and other similar Signs. Official Signs are not incidental Signs.

**INDIRECT ILLUMINATION.** Illumination that is cast on a Sign from a source outside the Sign.

**INTERACTIVE SIGN.** A Digital Sign that changes the Sign message based on a passing vehicle or person. Radar speed Signs or other traffic control Signs are exempted from this definition.

**INTERNAL ILLUMINATION.** Illumination produced by a light source contained within a Sign and not directly visible from outside.

**LIQUID-CRYSTAL DISPLAY (LCD).** A low-power, flat-panel display used in many digital devices to display numbers or images. It is made of liquid containing crystals that are affected by electric current, sandwiched between filtering layers of glass or plastic. LCDs do not produce light of their own; instead, when electric current is passed through the material, the molecules of the "liquid crystal" twist so that they either reflect or transmit light from an external source.

**LIGHT-EMITTING DIODES (LED) LIGHTING.** A type of solid state lighting that utilizes light-emitting diodes (LED) as a source of Illumination rather than electrical filaments or gas. If the Sign is made up of matrix of bulbs or light source that individually light up to form images, it will be considered a Digital Sign.

**LED SIGN.** A Sign that is lit by use of light-emitting diodes (LED) lighting visible from the outside. If the Sign is made up of matrix of bulbs or light source that individually light up to form images, it will be considered a Digital Sign.

**LOT.** Lot is defined in Section 150.031 of the Development Code.

**LUMINANCE.** The physical measurement of brightness or illumination leaving a surface in a particular direction, or reflected off that surface, and can be thought as measuring the brightness of a surface as seen by the eye. It is measured in candelas per square meters ( $\text{cd/m}^2$ ) or nits (one nit = one  $\text{cd/m}^2$ ).

**MARQUEE.** Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designated and constructed to provide protection from the weather. Marquee Signs located on private property shall not extend beyond the property line into adjacent lots and, except in the redevelopment area or with a right-of-way permit, shall not extend into the right-of-way.

**MODES OF OPERATION.** A term referring to the types of visual display, including:

**Dissolve.** Signs where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissolve and lose legibility simultaneous to the gradual appearance and legibility of subsequent message.

**Fade.** Signs where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

**Flashing sign.** A Sign that uses blinking or intermittent illumination.

**Message sequencing.** Signs where a single thought, idea, concept, message or advertisement for a product or service that is divided into segments and presented over two or more successive display phases of a single dynamic Sign or across two or more individual dynamic Signs.

**Scrolling.** Signs where the message is changed by the apparent vertical movement of the letters or graphic element of the message.

**Static.** Signs that include no animation or effects simulating animation.

**Travel.** Signs where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.

**Video display.** Signs that change its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including moving objects, moving patterns or bands of light or expanding or contracting shapes.

**MONUMENT SIGN.** A Sign that is attached directly to the ground or is supported by a Sign Structure that is placed on or anchored in the ground and is independent from any building or other structure. Within this Sign Code, all Monument Signs will be referred to as “Freestanding Signs”.

**MOVING SIGN.** A Sign where the Sign, Sign Structure, or any part of the Sign or Sign Structure physically moves or rotates by mechanical means. For example, a tri-vision Sign is a moving Sign. If the only moving part of a Sign is a clock, the Sign shall not be considered as a moving Sign.

**MURAL.** A painting or other work of art executed directly on a wall or the like that does not contain any Commercial Messages or images.

**NEIGHBORHOOD BULLETIN BOARD.** Any surface outside of a building provided specifically to allow the posting of neighborhood notices.

**NEON.** A type of Illumination that is produced by neon lights or by lamps containing similar gases such as helium, carbon dioxide, argon or krypton usually electrifying glass tubes or bulbs.

**NONCOMMERCIAL MESSAGE.** Any Sign Copy that is not a Commercial Message as defined above and includes any definition of "noncommercial speech" by the Arizona Supreme Court, the United States District Court for the District of Arizona, the Ninth Circuit Court of Appeals, or the United States Supreme Court for purposes of interpreting the United States Constitution or Arizona constitution regarding freedom of expression or speech.

**NONCONFORMING SIGN.** Any Sign that was lawfully erected prior to the adoption of an ordinance codified in this Sign Code, or amendments thereto, which would not be permitted under the ordinance or amendment. This definition shall include Signs that were erected without a permit and which would require a permit under the current provisions of this Sign Code.

**OFFICIAL SIGN.** Any Sign owned by or erected by or at the direction of the Town in furtherance of the official duties of the Town or another authorized governmental agency, including, but not limited to, traffic control Signs, Directional Signs, street identification Signs, warning Signs, parking control Signs, area identification Signs, and Signs prohibiting or controlling access to property.

**OFF-PREMISE ADVERTISING SIGN.** An outdoor advertising Sign that advertises an activity, service or product and that is located on premises other than the premises at which activity or service occurs or product is sold or manufactured.

**ON-PREMISE ADVERTISING SIGN.** An outdoor advertising Sign that advertises an activity, service or product and that is located on premises at which activity or service occurs or product is sold or manufactured. In the case of a shopping center or office

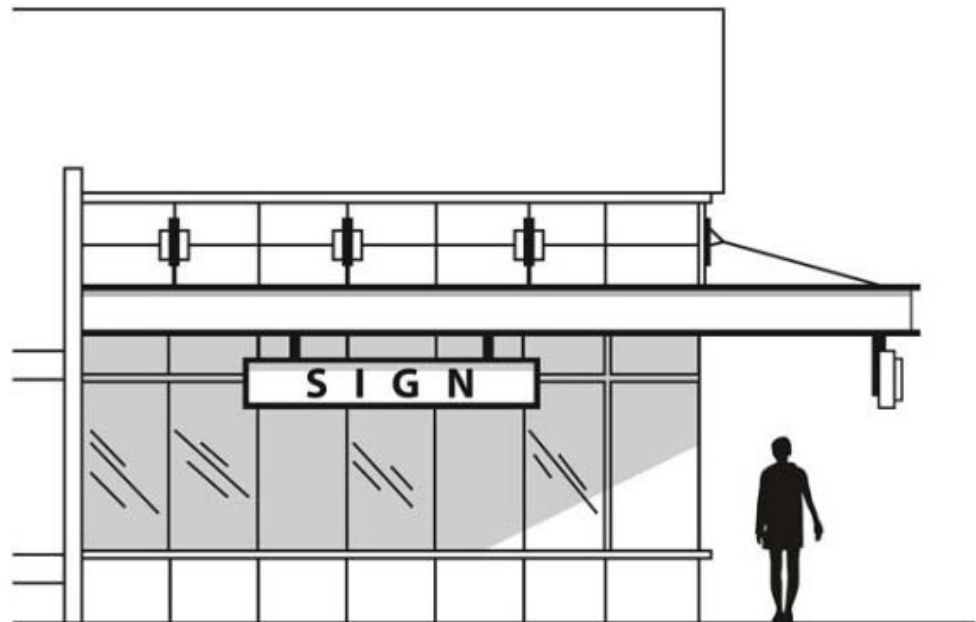
complex or similar arrangement of uses, this may also include a reasonably adjacent location within the same center or complex.

**PARCEL.** See “Lot”.

**PENNANT.** Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

**PORTABLE SIGN.** A movable Sign that is not permanently attached to a structure or the ground, and includes: A-frame, portable reader boards and similar Signs. This definition does not include any Signs on trailers, vehicles or Digital Signs.

**PROJECTING/SUSPENDED SIGN.** Any Sign affixed to a building or wall in such a manner that its face is not parallel to the wall. A Marquee is not considered a projecting Sign. Projecting Signs located on private property shall not extend beyond the property line into adjacent lots and, except in the redevelopment area or with a right-of-way permit, shall not extend into the right-of-way. Projecting/suspended Signs shall have an eight-foot minimum clearance between the bottom of the Sign and the sidewalk, or finished grade where no sidewalk exists.



Projecting Sign Example

**PROMOTIONAL SIGNS.** Promotional Signs are classified as Temporary Signs that are used to promote a new business, special offers, sales, special events and similar occasions. All Promotional Signs are considered Temporary Signs, but not all Temporary Signs are Promotional Signs.

**PUBLIC TRANSPORTATION.** Any type of local or regional public transportation service that is run by the Town of Florence or a locally endorsed public transportation authority, e.g., Central Arizona Regional Transit.



**PYLON SIGN.** A Freestanding Sign in excess of ten feet in Height that is detached from a building and is supported by one or more structural elements which are architecturally similar to the design of the Sign. A pylon Sign is considered a 'Freestanding Sign.'

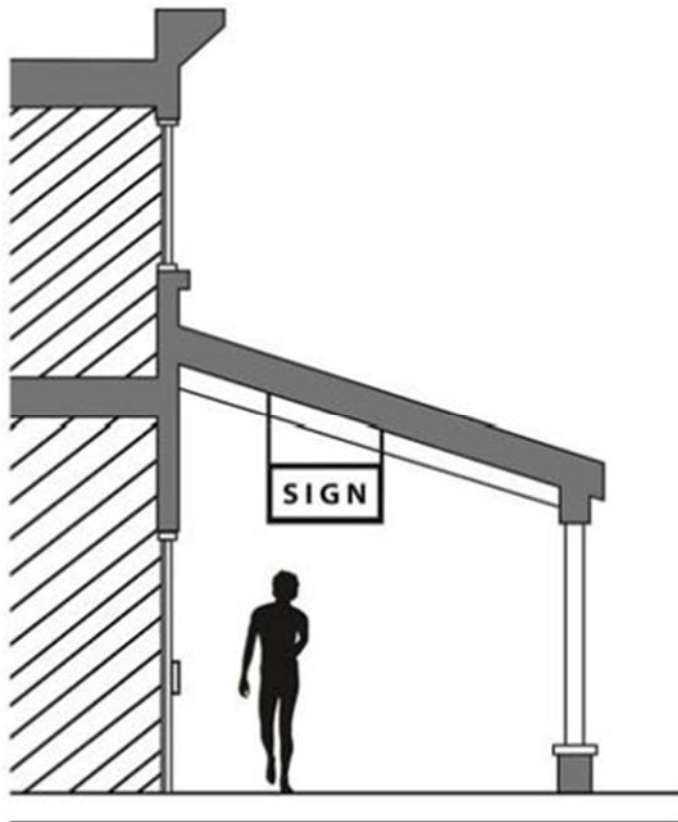
**RESIDENTIAL DISTRICTS.** For the purposes of the Sign Code, the following Zoning Districts shall be considered Residential Districts: RA-10, RA-4, R1-R, RRES, R1-18, R1-6, R-2 MFR, MHS and RV. PUD may be Employment/Commercial, Residential or Mixed Use District. The underlying land use shall define the type of District applicable.

**RESIDENTIAL SIGN.** A Sign located within a Residential District.

**ROOF.** A horizontal or sloping surface of a building which serves as a cover for the building or its entry, portico or other appurtenances. This definition shall include any part of a building which resembles a roof in form or function.

**ROOF SIGN.** A Sign painted on, supported by or attached to the roof or roof structure of a building. This definition shall not include a Sign attached flat against the wall of a penthouse; painted flat on the roof and only visible from the air; attached to a mansard roof or parapet as long as the Sign does not project above the roofline and there is no other viable location on the building.

**SHINGLE SIGN.** A Sign suspended from, and located entirely under a covered porch, covered walkway or an awning and is anchored or rigidly hung to prevent the Sign from swinging due to wind movement. Shingle Signs shall have an eight foot minimum clearance between the bottom of the Sign and the sidewalk, or finished grade where no sidewalk exists.



Shingle Sign Example

**SIGN.** Any visual communication, including appurtenances, which is used to attract the attention of the public, when the display is visible beyond the boundaries of the property.

**SIGN AREA.** The entire area within a continuous perimeter, enclosing the extreme limits of Sign display, including any frame or border. Curved, spherical or any other shaped Sign face shall be computed on the basis of actual surface area. The Copy of Signs composed of individual letters, numerals or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing all of the letters or devices.

**SIGN HEIGHT.** The Height of the Sign measured from the finished Grade located directly beneath the highest part of the Sign. Where an adjacent roadway sits notably higher than the adjacent Grade for the Sign location, the Height of the Sign may be measured from the elevation of the centerline of the nearest travel lane of the street or highway to which the Sign is oriented rather than from Grade.

**SIGN STRUCTURE.** A structure designed to support one or more Signs in place.

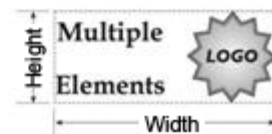
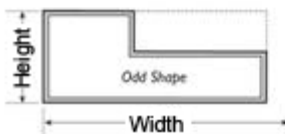
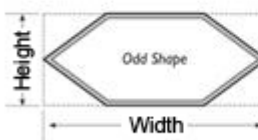
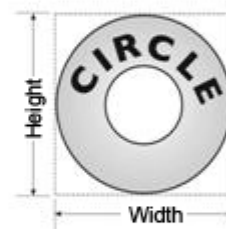
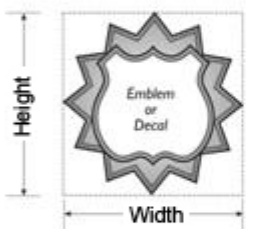
**SITE.** Site means (i) a lot or parcel owned by a person or entity, unless the lot or parcel is part of a combination or commercial center as defined herein; or (ii) a combination of lots or parcels that are contiguous, are owned in fee as a matter of record by the same person or entity, have the same zoning classification, and are designated by the owner to be a site for purposes of this Sign Code; (iii) a Commercial Center as defined above; or (iv) a Bus Stop if the property on which the Bus Stop is located is leased or licensed to the Town or locally endorsed regional transportation authority.

**SITE FRONTAGE.** The linear dimension of a site abutting on public or private street right-of-way.

**STACKED SIGN.** Two or more Signs affixed to the same Sign Structure that vary in Height from the ground.

**SUBDIVISION.** Subdivision is defined in Section 150.030 of the Development Code.

Sign Area = Width x Height



**SUSPENDED SIGN.** A Sign supported from, and below, a building soffit or permanent canopy. Also see "Projecting/Suspended Sign".

**TEMPORARY SIGN.** Any Sign that is used only temporarily, is located on-site or off-site of the business/entity being advertised and is not permanently mounted to a structure or ground.

**TIME AND TEMPERATURE SIGN.** A Sign or portion of a Sign which displays only the current time and/or temperature and carries no other Copy. A time and temperature Sign shall not be considered a flashing or animated Sign and shall not exceed fifteen square feet in Sign Area.

**TRI-VISION SIGN.** A Sign composed in whole or in part of a series of vertical or horizontal slats or cylinders that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image and when properly functioning allows on a single Sign Structure the display at any given time one of two or more images.

**V-TYPE SIGN.** Two or three Signs in the shape of the letter "v" or of a triangle, when viewed from above, and supported by integral structures with their faces oriented in different directions.

**WALL SIGN.** A Sign that is attached parallel to, and within six inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall or roof of any building or structure, which is supported by such wall or building, and which displays only one Sign surface. Included in this definition is a Sign attached to the wall of a penthouse or other vertical structure on the top of a roof.

**WINDOW SIGN.** Any Sign that is placed upon the exterior or interior window panes of glass and is visible from the exterior of the window. Does not include Signs that are not attached to the interior of the window and viewable from the outside of the window.

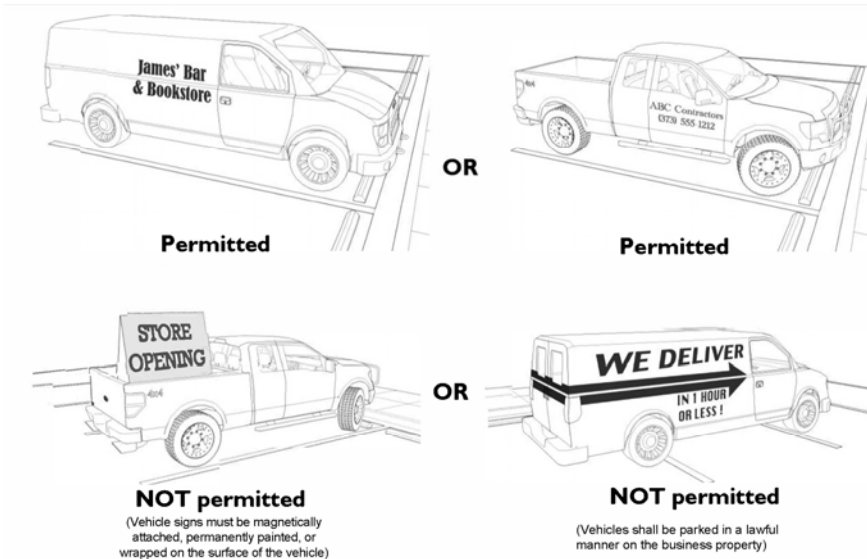
### **150.095 Exemptions**

Unless specifically provided otherwise, the following types of Signs and displays are not subject to the provisions of this Sign Code and are not counted in any aggregate area or number of Sign computations:

- (A) Official Signs.
- (B) Holiday decorations that (i) do not include a Commercial Message and (ii) not installed earlier than 30 days before the holiday and (iii) are removed within 30 days after the holiday.
- (C) Incidental Signs whose size is not greater than the larger of (i) two square feet or (ii) as specified for the particular type of Sign in the most current Manual on Uniform Traffic Control devices published by the United States Department of Transportation.

- (D) Handicap parking Signs.
- (E) Signs posted on or near easements held by public utilities warning or informing the public about the easements or location of public utilities.
- (F) Building identification Signs.
- (G) Nameplates appearing on residences or mailboxes.
- (H) Civic displays.
- (I) The American Flag and the State of Arizona flags on ground mounted flagpoles not exceeding twenty feet in Height and displayed in compliance with Federal law.
- (J) Signs that are located within a building or structure and are not visible from a public street, sidewalk or alley.
- (K) Building Markers that do not exceed four square feet in size.
- (L) Any temporary on-site or off-site Signs not in excess of sixteen square feet in Sign Area and no more than four feet in Height that are used within 72 hours of the advertised special event, promotion or sale, including but not limited to realtor Signs, garage sale Signs, open house Signs and other similar Signs.
- (M) Signs or Copy permanently embroidered, screened, dyed, stenciled or painted into the fabric of umbrellas that are set up in sidewalk cafes.
- (N) Signs painted on or integral to vending machines, fuel dispensing pumps or fuel storage tanks.
- (O) Signs painted on the flat surface of the roof and only visible from the air.
- (P) Murals.
- (Q) Signs on public transportation or on/at Bus Stops.
- (R) Any Sign located in such a manner that the Sign is not readily visible, including any Sign Illumination, from any adjacent public right-of-way.
- (S) Gateway Signs.

- (T) Vehicle wraps or other painted or adhesive-type signage on vehicles that are properly registered, licensed and being operated in accordance with applicable Town of Florence regulations.



- (U) Human Signs.

- (V) All Signs that are specifically regulated by the United States of America and/or the State of Arizona, including but not limited to, political Signs.

### 150.096 Prohibited Commercial Signs

The following types of Signs are prohibited within the Town:

- (A) Signs not specifically permitted in or which violate any provision in this Sign Code.
- (B) Signs attached to (i) Official Signs and their Sign Structures, (ii) trees or poles or standards that are used for a purpose other than Sign Structures, or (iii) utility structures.
- (C) Roof Signs.
- (D) Fence Signs.
- (E) Any display or Sign that imitates or resembles an official traffic signal, Sign device or other official warning Signs.
- (F) Interactive Signs.
- (G) Inflatable Signs, unless permitted in conjunction with a temporary use or special event.
- (H) Signs on cellular towers, water towers or other equipment except for standard and customary manufacturer logos, unless otherwise permitted in the Development Code.

### **150.097 Prohibited Sign Locations**

- (A) General. Notwithstanding any provision in or right established in this Sign Code, no Sign shall be permitted in any of the following locations.
  - (1) Drains, ditches, flood channels. Except for Official Signs, no Sign shall be placed in any ditch, storm drain facility or flood channel, except for Signs displayed by a utility regarding any easements or dangers that lie within the drain, ditch or flood channel.
  - (2) Signs in the public right-of-way or on public property, except as follows:
    - (a) Official Signs.
    - (b) Building Markers and address Signs.
    - (c) Cafe umbrella Signs.
    - (d) Bus Stop Signs.
    - (e) Signs expressly permitted by the Federal Government and/or the Government of Arizona.
    - (f) Any Signs expressly allowed by this Sign Code.

### **150.098 Standards, Limitation and Requirements for All Signs**


- (A) No Sign shall be placed on any lot without the written permission of the owner of the lot.
- (B) No Sign may resemble, simulate or conflict with the proper functioning of any Official Sign, or use yellow or red blinking or intermittent lights resembling danger or warning signals.
- (C) Signs that produce odor, sound, smoke, flame or other emissions are prohibited.
- (D) No obstruction or interference. No Sign shall:
  - (1) Obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control Sign, Bus Stop, fire hydrant, or any other type of street furniture;
  - (2) Block the light and ventilation of any residence on any adjoining property which is zoned for residential use; or
  - (3) Mislead or confuse users of the roadway.

- (E) Stacked Signs are allowed if (i) the other requirements of this Sign Code are satisfied (ii) the Sign is integrated with the structure, and (iii) all Signs on the same structure are similar in shape and material with one another, except for channel lettering.
- (F) All Signs shall comply with applicable provisions of all codes adopted by the Town of Florence.
- (G) Except as otherwise indicated by this Sign Code, all Signs shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
- (H) All Signs and Sign Structures shall be maintained in good, safe, structural condition and repair. All Signs and display surfaces shall be neat in appearance, and neatly painted or posted, and not ripped, tattered or faded. Premises immediately surrounding Freestanding Signs shall be kept clean and free of rubbish, weeds and debris.
- (I) All Signs shall be professionally constructed and installed.
- (J) All non-exempt Signs are subject to Design Review approval.
- (K) Historic District. Signs within the Historic District shall conform to the Town of Florence Historic District Guidelines, except as allowed by the Historic District Advisory Commission.
- (L) Under no scenarios shall the Town of Florence have content-based Sign regulations via this Sign Code, the Design Review process or other administrative processes. Any provision of this code that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral.
  - (1) Notwithstanding anything in this code to the contrary, no Sign or Sign Structure shall be subject to any limitation based upon the viewpoint of the message contained on such Sign or displayed on such Sign Structure.
  - (2) Notwithstanding anything in this code to the contrary, it is the policy of the Town to regulate Signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.
  - (3) Within this code, any distinction between onsite Signs and offsite Signs applies only to Commercial Messages. It does not apply to Noncommercial Messages.
- (M) Illumination standards.

- (1) Direction of light. The light source for all Indirect Illumination Signs shall be effectively shielded to prevent beams or rays from being directed at any roadway or abutting property.
  - (2) Intensity. The intensity and brilliance of light shall not be so great as to interfere with the effectiveness of any Official Sign, or impair the vision of or distract any person on any roadway.
  - (3) Prohibited light sources. No Sign shall use a beacon, strobe light, racing/traveling or an exposed individual light source (excluding LED and neon) which exceeds seventy five watts.
  - (4) Digital Signs. See subsection 150.099(D)(10) for special standards.
- (N) Signs not included in computations. If the following types of Signs comply with all other requirements of this Sign Code, they need not be included in any allowance computations for Sign Area or number of Signs:
- (1) Building identification Signs.
  - (2) Building markers.
  - (3) Incidental Signs.
  - (4) Directional Signs.
  - (5) Internally located Directory Signs.
  - (6) Signs expressly permitted by the Federal Government and/or the Government of Arizona.
  - (7) Certain Window Signs as provided in the Sign Code.
  - (8) Signs exempted under Section 150.095 of the Sign Code.
  - (9) Murals.
  - (10) As specifically provided in other provisions in the Sign Code.
- (O) Computation of Sign Area of individual Signs. The allowable Sign Area shall apply to the maximum geometric area of all Sign faces. The area of a Sign comprised of individual letters or elements attached to a building wall, which are without an integrated background and are not enclosed in a frame or cabinet, the area of the letter can be calculated as long as the distance between the letters and/or elements is less than the largest dimension of the largest Sign letter. If such a display consists of more than one line or component, the area of each line or component may be




calculated separately. Where a display is enclosed in a frame or cabinet, or has an integrated background, the entire area within the frame, cabinet or background must be included in the calculation.

- (P) Computation of Sign Area of multi-faced Signs. The Sign Area for a Sign with more than one face shall be computed by adding together the area of all Sign faces visible from any one point. When two Sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such Sign faces are part of the same Sign Structure and are not more than 25 degrees apart, the Sign Area shall be computed by the measurement of one of the faces. For Sign faces greater than 25 degrees apart, the Sign Area is computed to include both faces.
- 


**Total Sign Area = A**

$\leq 25^\circ$



**Total Sign Area = A + B**

$> 25^\circ$



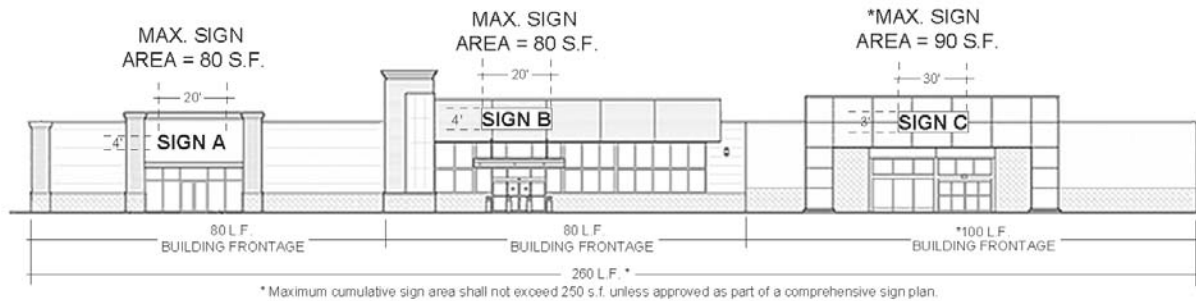
**Total Sign Area = A + B**

- (Q) Computation of number of Signs. All Signs contained within a single frame, structure, cabinet or integrated background shall be counted as one Sign. If a display is not so contained, a single message or business name shall be counted as one Sign. A business name combined with a brief slogan may be counted as one Sign if the elements are visually integrated.
- (R) A comprehensive sign plan (refer to §150.101) may establish unique regulatory requirements for a project.

### **150.099 Signs for Employment/Commercial and Mixed Use Districts**

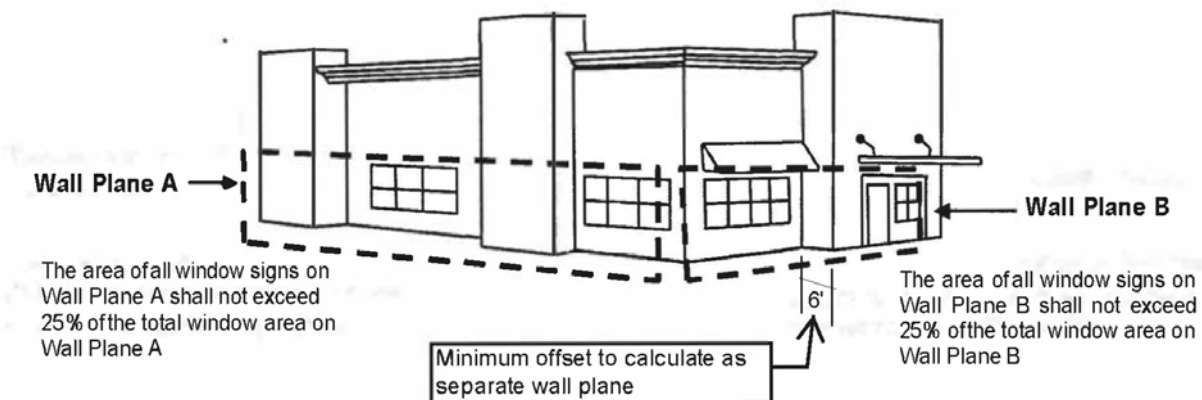
- (A) Except as otherwise provided in this Sign Code, it shall be unlawful to construct or maintain a Sign in an Employment/Commercial and Mixed Use district in violation of the specifications and requirements of this Sign Code.
- (B) Wall Signs.

- (1) The maximum cumulative Sign Area of Wall Signs shall be calculated at one square foot of Sign Area per linear foot of Building Frontage. A minimum cumulative Sign Area of 16 square foot shall be permitted in the event a Building Frontage is less than 16 feet. A maximum cumulative Sign Area of 250 square feet shall not be exceeded.



- (2) Marquee, Blade, Shingle, Canopy, Projecting and other related types of signage shall be considered wall signage and will be counted in the cumulative allowable square footage.
- (3) Each drive through restaurant lane may be permitted one preview menu board and one ordering menu board. These Signs may be freestanding (refer to subsection D for Freestanding Sign requirements) or wall mounted and shall be located a minimum of 25 feet from the street property line and the board(s) shall be screened and oriented in a manner as to not be visible from the adjacent public streets. Call box speakers shall be directed away from adjacent residential zoned land and residences. The maximum aggregate Sign Area for both Signs (per lane) shall not exceed 50 square feet or a maximum Height of eight feet per Sign. These Signs shall not be included in calculating the total aggregate Sign Area for signage allowed on a parcel, lot or for a particular business.
- (4) Wall signage may be located on any building elevation.
- (5) Wall signage shall not extend horizontally a distance greater than 80 percent of the width of the building wall on which it is displayed.
- (6) Wall Signs shall not extend above or beyond the wall or roof line.
- (7) Wall Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (8) Wall Signs shall not be digital.

- (C) Window Signs. The total Sign Area of all Window Signs for a business shall not exceed 25 percent of the total area of all windows located on the same wall plane for that business in the building. Wall planes with an offset or break in the wall plane in excess of six (6) feet shall be considered separate wall planes. Window Signs shall include any advertisement display visible from the exterior of the building and located within six (6) feet of the window through which the advertisement is visible. Permits are not required for any Window Signs, and Window Signs are not governed by or counted against Sign Area or number limitations. Window Signs must, however, conform to other standards, requirements and limitations in this Sign Code.

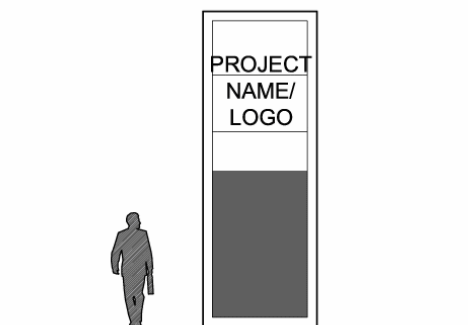


(D) Freestanding Signs.

- (1) Up to one Freestanding Sign is allowed for each building frontage. No business shall have more than two Freestanding Signs, except as allowed by an approved comprehensive sign plan (refer to §150.101). Freestanding Signs may be Monument Signs or Pylon Signs finished in a manner that architecturally integrates the sign with the architectural theme of the site.

(2) Sign Height:

- (a) The maximum Height of any Freestanding Sign shall not exceed 15 feet for any property with Building Frontage along State Highway 287, State Highway 79, excluding 79B, or Hunt Highway. The maximum Height of any Freestanding Sign shall not exceed 10 feet for any property with building frontage along a current or planned collector or arterial roadway, except as noted in the preceding sentence. In all other



cases, the maximum Height of any Freestanding Sign shall not exceed eight feet.

- (b) The width of the Sign base shall not be greater than 10 feet.
- (c) The architectural elements of the Sign are included in the Height calculation.

(3) Sign Area:

- (a) The maximum Sign Area of a Freestanding Sign shall be: up to 32 square feet for a Sign that is eight feet or less in Height; up to 40 square feet for a Sign over eight feet in Height, but under 10 feet in Height; and up to 55 square feet for a Sign over 10 feet in Height and up to 15 feet in Height.
  - (b) The architectural elements of the Sign are excluded from the Sign Area calculation, but not the maximum Height restrictions.
- (4) Each drive through restaurant lane may be permitted one preview menu board and one ordering menu board. These Signs may be freestanding or wall (refer to subsection C for wall Sign requirements) mounted and shall be located a minimum of 25 feet from the street property line and the board(s) shall be screened and oriented in a manner as to not be visible from the adjacent public streets. Call box speakers shall be directed away from adjacent residential zoned land and residences. The maximum aggregate area for both Signs (per lane) shall not exceed 50 square feet or a maximum Height of eight feet per Sign. These Signs shall not be included in calculating the total aggregate area for signage allowed on a parcel, lot or for a particular business.
- (5) Freestanding Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels. In the event the minimum spacing distances are found to be unachievable through the Site Plan and Design Review process, a lesser dimension may be approved.
- (6) All Freestanding Signs and Sign Structures must contain similar architectural elements and materials visually compatible with related buildings on the site. All supports used as a part of Freestanding Sign Structures shall be covered/wrapped and architecturally integrated with the structure.
- (7) Freestanding Signs must be located at least five feet from all property lines, easements and/or rights-of-way, except where such placement may be allowed with a Right-of-Way Permit.

- (8) Freestanding Signs must not be located within any sight distance or sight triangle areas defined by the Town of Florence.
- (9) Freestanding Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (10) In addition to all of the other limitations, standards and requirements for Freestanding Signs, if one or more of the permitted Freestanding Signs is proposed to be digital, they shall be subject to the following limitations, standards and requirements:
  - (a) Digital Signs shall be prohibited in the Historic District.
  - (b) One Digital Sign per Site and such Sign shall be considered as one of the allowed Freestanding Signs and be subject to all of the requirements for Freestanding Signs, as well as the requirements set forth in this Section.
  - (c) The use of fade, dissolve, travel, message sequencing or scrolling is prohibited for Signs over 32 square feet.
  - (d) The use of video display, flashing or blinking is prohibited for any Digital Sign.
  - (e) Digital Signs must contain a minimum constant display of no less than eight seconds. Maximum time allowed for messages to change is one second.
  - (f) Digital displays shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot-candle meter at a pre-set distance depending on Sign Area. The pre-set distances to measure the foot-candles shall be calculated by the square root of the Sign Area times one hundred. Example using a 12 square-foot Sign: Measurement Distance =  $\sqrt{(12 \times 100)} = 34.6$  feet. The measurement distance can be rounded to the nearest whole number.
  - (g) Digital Signs shall be sited in a manner that the intensity or brilliance does not interfere with the effectiveness of an official traffic Sign, device or signal.
  - (h) The Digital Sign shall include photo-sensors to provide automatic intensity adjustment based on ambient lighting conditions.
  - (i) Signs with a digital component shall consist of one unit.

- (j) Digital Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels. In the event the minimum spacing distances are found to be unachievable through the Site Plan and Design Review process, a lesser dimension may be approved.
- (k) The closest distance separation from any property zoned for single-family residential uses shall be a minimum of 300 feet.

(E) Temporary Signs.

(1) *Banners, pennants and displays for grand openings and special events.*

- (a) All businesses shall be permitted to display grand opening Signs at the time of original opening or when reopened by a new owner or lessee for a maximum period of 30 days.
- (b) Banners, pennants and other displays for special events may be allowed for a maximum period of 30 consecutive days on each occasion, with the exception of grand opening or reopening Signs. A minimum of 30 consecutive days shall pass between each special event banner, pennants or related display.
- (c) No pennant, banner or display shall be placed on or above the roof of any building.
- (d) For special events and promotions, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
- (e) For grand openings, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
- (f) Banners and pennants shall be displayed on the building or within the parking area, perimeter landscape or some other on-site area.
- (g) No banner or pennant Sign shall be located in a manner that impedes visibility or accessibility.

(2) A-Frame Signs

- (a) An A-Frame Sign shall be no greater than three feet in width and four feet in Height.
- (b) A-Frame Signs shall be limited to one per street frontage of the business.

- (c) A-Frame Signs may only be displayed during the posted hours the business is open to conduct business.

- (d) A-Frame Signs must include the name of the business being advertised.

- (e) A-Frame Signs shall be located at Grade level.

- (f) A-Frame Signs must be located on the property of the business being advertised, or on the immediately adjacent right-of-way. Signs placed along the immediately adjacent right-of-way shall be a minimum of three (3) feet behind curb or edge of pavement and not located on a sidewalk. In no event shall two A-Frame Signs be located closer than ten (10) feet to one another. Sight visibility triangles shall remain clear of all signage.



- (g) A-Frame Signs shall not be located in parking aisles or parking stalls, in raised or painted medians; where they may present a hazard or impede pedestrian traffic; in driving lanes; or on fences, boulders, planters, on other Signs, on vehicles, on utility facilities or any structure.

- (h) A-Frame Signs shall be professionally constructed and maintained in a manner free from chipping paint, cracks, gouges, and/or loss of letters.

- (i) A-Frame Signs shall not include any form of Illumination, animation, reflective materials or sound emitting devices.

(3) Construction or Development Signs.

- (a) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall be a maximum of 32 square feet and a maximum Height of eight feet above finished grade.
- (b) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

#### **150.100 Signs for Residential Districts**

(A) Except as otherwise provided in this Sign Code, it shall be unlawful to construct or maintain a Sign in a residential district in violation of the specifications and requirements of this Sign Code.

(B) Wall Signs.

- (1) Wall Signs shall only be placed upon community buildings within residential subdivisions unless required by law.
- (2) The maximum cumulative Sign Area of Wall Signs shall be calculated at one square foot of Sign Area per linear foot of Building Frontage. A minimum cumulative Sign Area of six square feet shall be permitted. A maximum cumulative Sign Area of 16 square feet shall not be exceeded.
- (3) Marquee, Blade, Shingle, Canopy, Projecting and other related types of signage shall be prohibited.
- (4) Wall signage may be located on a building elevation that faces a current or planned right-of-way.
- (5) Wall Signs shall not extend horizontally a distance greater than 80 percent of the width of the building wall on which it is displayed.
- (6) Wall Signs shall not extend above or beyond the wall or roof line.
- (7) Wall Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (8) Wall Signs shall not be digital.

(C) Freestanding or Monument Signs.

- (1) One on-site Freestanding or Monument Sign is allowed per Arterial roadway frontage (Collector Roadway frontage when Arterial Roadway frontage does



not exist). Freestanding or Monument Signs shall be located adjacent to the subdivision entrance(s).

(2) Sign Height:

(a) The maximum Height of any Freestanding Sign shall not exceed eight feet in Height for any property.

(b) The width of the Sign base shall not be greater than ten feet.

(c) The architectural elements of the Sign are included in the Height calculation.

(3) Sign Area:

(a) The maximum area of a Freestanding Sign shall be 32 square feet.

(b) The architectural elements of the Sign are excluded from the Sign Area calculation.

(4) Freestanding Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels.

(5) All Freestanding Signs and Sign Structures must contain similar architectural elements and materials visually compatible with related buildings on the site. All supports used as a part of Freestanding or Monument Sign Structures shall be covered/wrapped and architecturally integrated with the structure.

(6) Freestanding Signs must be located at least five feet from all property lines, easements and/or rights-of-way, except where such placement may be allowed with a Right-of-Way Permit. Additional clearance from other structures and utilities may be required.

(7) Freestanding Signs must not be located within any sight distance or sight triangle areas defined by the Town of Florence.

(8) Freestanding Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.

(9) Freestanding Digital Signs.

a. Freestanding Digital Signs are only permitted in the MFR, MHS and RV Residential Zoning Districts.

- b. Should one or more of the permitted Freestanding Signs be digital, freestanding Digital Signs shall also be in compliance with the Digital Sign requirements provided for Employment/Commercial and Mixed Use Zoning Districts.
- (D) Window Signs with Commercial Messages are prohibited in Residential Zoning Districts.
- (E) Temporary Signs for Subdivisions.
  - (1) During the construction phase, each subdivision may have one on-site Sign located at the subdivision advertising the subdivision. The Sign shall have a maximum Sign Area of 96 square feet and may be single or double faced with a maximum Height of 10 feet and boxed edges. The Sign shall not be located within 100 feet of any property line of an existing residence. The Sign must be removed when 95 percent of the lots within the subdivision are sold and/or the on-site sales office(s) closes.
  - (2) Subdivision identification flags may be placed on or behind the property line of the subdivision. No more than twelve flags may be placed at any one subdivision. The flags shall have a maximum area of 12 square feet and may not be maintained higher than 25 feet above the adjoining ground. The flags must be removed when 95 percent of the lots in the subdivision are sold and/or the on-site sales office closes.
  - (3) Additional on-site subdivision advertising and Directional Signs may be permitted if approved in a comprehensive sign plan (refer to §150.101) or by a Development Agreement.
- (F) Construction or Development Signs.
  - (1) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall have a maximum of 32 square feet and a maximum Height of eight feet.
  - (2) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

#### **150.101 Comprehensive Sign Plan Required**

- (A) Prior to issuance of Sign permits for any business or occupancy in a development, a comprehensive sign plan detailing the size, type, location, and color of all signage within the development shall be submitted to the Town in conjunction with the Design Review process and adhere to the same review and approval procedures set forth

in §150.013 of this Code, as applicable. An approved comprehensive sign plan shall be required for the following types of uses:

- (1) Three or more businesses on a single parcel of land
  - (2) Three or more businesses in a single cohesive development
  - (3) Commercial, Office, Institutional, or Multiple-family developments of 15 acres or more
  - (4) PUD's
  - (5) Single-family Residential subdivisions of 160 acres or more
  - (6) As otherwise prescribed in this Development Code
- (B) A comprehensive sign plan application shall be made in writing on forms provided by the Town.
- (C) A comprehensive sign plan that proposes a deviation from any of the requirements provided in this subsection shall be reviewed and approved by the Planning and Zoning Commission.
- (D) Amendments to an approved comprehensive sign plan shall be reviewed and approved in the same manner as the original approval.

#### **150.102 Submittal and Permit Requirements**

- (A) Sign permit approval is required for constructing or altering any non-exempt Sign.
- (B) A Sign permit application shall be made in writing on forms provided by the Town.
- (C) Before issuing any Sign permit required by this Sign Code, the Town shall collect a fee in accordance with an adopted Schedule of Fees. If work, for which a permit is required by this Development Code, is started before a permit has been issued, the fees specified above shall be doubled. The payment of the double fee shall not relieve any persons from complying fully with the requirements of this Sign Code in the execution of the work or from any penalties prescribed herein.
- (D) All Signs for which a permit is required shall be subject to inspections during various stages of construction as prescribed by the Town.

#### **150.103 Exceptions; Permits Not Required**

Sign permits are not required for the following Signs provided that the Signs are subject to all other provisions of this Sign Code (Note: This does not exempt any applicable permits for electrical work.):

- (A) Standard Sign maintenance;
- (B) Change of Sign Copy within an identical Sign frame;

- (C) Adhesive or painted Signs on windows;
- (D) Signs allowed only by the authority of the Federal Government, the State of Arizona or another political subdivision, but otherwise not permitted by this Sign Code;
- (E) Vehicle wraps or other painted or adhesive-type signage on vehicles;
- (F) Signs required for the posting of neighborhood meetings or public hearings related to Town of Florence applications; or
- (G) Promotional and Temporary Signs allowed by this Sign Code, except as otherwise noted.

#### **150.104 Legal Nonconforming Signs**

- (A) Legal Nonconforming Signs shall mean a Sign that is lawfully existing at the time of the enactment of this Development Code that does not conform to the regulations as specified in this Sign Code.
- (B) A legal Nonconforming Sign may continue to be utilized in perpetuity only in the manner and to the extent that it existed at the time of the adoption of this Sign Code or any amendment thereto.
- (C) A legal Nonconforming Sign may not be altered in any manner not in conformance with this Sign Code. This does not apply to reasonable repair and maintenance of the Sign or to a change of Copy provided that by changing the Copy, structural alterations are not required.
- (D) Any construction permit that invokes certificate of occupancy requirements shall specify and require that any Nonconforming Sign located within the boundaries of the development site and within the limits of the applicant's control, shall be brought into conformance with the provisions of this Sign Code. This may include removal if the Sign is now classified as a prohibited Sign.
- (E) Legal Nonconforming Signs located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel. Said relocation shall not extinguish the legal nonconforming status of that Sign provided that the Nonconforming Sign:
  - (1) Is not increased in area or Height to exceed the limits of the district in which it is located;
  - (2) Remains structurally unchanged except for reasonable repairs or alterations;

- (3) Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and
  - (4) Is relocated in a manner so as to comply with all applicable safety requirements.
- (F) After relocation pursuant to this division, the legal Nonconforming Sign shall be subject to all provisions of this Sign Code in its new location.

#### **150.105 Signs Rendered Nonconforming**

- (A) Except as provided in this Sign Code, a Nonconforming Sign may continue in the manner and to the extent that it existed at the time of the ordinance adoption, amendment or annexation which rendered the Sign nonconforming. This Sign Code shall not prohibit reasonable repairs and alterations to Nonconforming Signs.
- (B) A Sign approved by variance or comprehensive sign plan before the effective date of this Sign Code, shall not be considered nonconforming and shall not be subject to the regulations set forth in this Sign Code.
- (C) A Nonconforming Sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this Sign Code.
- (D) If the structure of a Nonconforming Sign is changed, the Height and Sign Area shall not be increased to exceed the Height and Sign 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 Sign Area shall be reduced a minimum of 50%. Two reductions shall be permitted; after the third structural change, the Sign shall conform to current standards. Nothing in this Sign Code shall require a Nonconforming Sign to be reduced to a Height or Sign Area less than that allowed on the site.
- (E) If a Nonconforming Sign is located on a parcel that is experiencing development for which site plan and/or Design Review is required, the Height and Sign Area of the Sign shall not be increased to exceed the Height and Sign Area limitations of the site. If the Sign exceeds the site's Height and/or Sign Area limitations, the excess Height and/or Sign Area shall be reduced to a minimum of 50 percent. Two reductions shall be permitted; after the third structural change, the Sign shall conform to current standards. Nothing in this Sign Code shall require a Nonconforming Sign to be reduced to a Height or Sign Area less than that allowed on the site.
- (F) Site plan and/or Design Review required by one of the following types of development shall not cause reduction in a Sign's nonconforming Height and/or Sign Area:

- (1) An addition of less than 2,000 square feet when the addition is less than 50 percent of the size of the usable space of the site which is the subject of Design Review. A series of additions, which total more than 50 percent of the usable space of the site, shall require reduction of non-conformities. Usable space shall not include areas such as restrooms and storage rooms.
- (2) An addition of more than 2,000 square feet when the addition is less than 10 percent of the size of the usable space of the site which is the subject of Design Review. A series of additions, which total more than 10 percent of the usable space of the site, shall require reduction of non-conformities. Usable space shall not include areas such as restrooms and storage rooms.
- (3) A modification required by federal, state or local regulations or programs.

### **150.106 Abandoned Signs**

- (A) Criteria for establishing abandonment. A Sign or Sign Structure shall be considered abandoned when any of the following occurs:
  - (1) Any business advertised thereon is no longer in business and has not been in business anywhere within the Town for more than six months;
  - (2) Any product or service advertised thereon is no longer offered and has not been offered for the past six months;
  - (3) The structure no longer supports a Sign for a period of six months;
  - (4) The Sign, structure or advertising display is visibly damaged or partially missing; and/or
  - (5) Internal or halo Illumination is partially or wholly burned out or inoperative.
- (B) Removal of abandoned Signs. Any Sign or Sign Structure that has been abandoned shall be removed or restored to use within 30 days after a notice of abandonment is issued to the owner of the site. Notice shall be given by the Community Development Director using certified mail. The Community Development Director may allow an abandoned Sign or Sign Structure to remain in place provided that the Sign or Sign Structure is maintained in good condition, and that there is a reasonable possibility that the Sign will be restored to use within a one-year period.
- (C) Historic Signs. Abandoned Signs that are deemed by the Community Development Director to be historically significant may be permitted to remain for a specified duration, provided such Signs do not present any safety considerations.
- (D) Variances and minor deviations. Variances and deviations from the provisions of this Section may not be granted.

### **150.107 Unsafe Signs**

If the Community Development Director, or designee, determines any Sign or Sign Structure to be in an unsafe condition, he or she shall immediately notify, in writing, the owner of the Sign who shall correct the condition within 48 hours. If the correction has not been made within 48 hours, the Community Development Director shall cause the Sign to be removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the Sign owner, owner or lessee of the property upon which the Sign is located. The cost shall be an assessment against the property which may be recorded by the Town pursuant to A.R.S. § 9-499.

### **150.108 Enforcement and Penalties**

- (A) To the extent not inconsistent with this Sign Code, the provisions of §150.999 shall apply to enforcement of this Sign Code.
- (B) Illegal Signs may be removed by Town officials.

### **150.109 to 150.130 *Reserved***

**NOTICE OF PUBLIC HEARING  
TOWN OF FLORENCE  
TOWN COUNCIL**

Notice is hereby given that the Town Council of the Town of Florence, Arizona will hold a **Public Hearing** on Tuesday, **February 19, 2019** at **6:00 PM** at Florence Town Hall located at 775 North Main Street, Florence, Arizona, 85132 to discuss the following Text Amendments to the Town of Florence Land Development Code:

**ORDINANCE 667-18:** An Ordinance of the Town of Florence, Pinal County, Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Definitions, and Part 3 Sign Regulations Sections 150.092 to 150.130 (Case# PZ-18-33 ORD.)

**ORDINANCE 668-19:** An Ordinance of the Town of Florence, Pinal County, Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Definitions, and Part 7 Parking; Loading and Unloading Sections 150.156 to 150.167 (Case# PZ-18-34 ORD.)

All members of the public are invited to attend and participate in the public hearing. A detailed description of these proposed Text Amendment applications are available for viewing at the Town of Florence Community Development building located at 224 W. 20<sup>th</sup> Street, Florence, Arizona, Monday thru Friday from 8 a.m. to 5 p.m. The Department can be reached by phone at (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

**Display Ad;** No. of publications: One; date of publication: January 31, 2019.





## Planning and Zoning Commission Staff Report

December 20, 2018  
Agenda Item (6B)

**Project Name:** PZ-18-33-TA / Draft Sign Code Text Amendment  
**Prepared By:** Dana Burkhardt, Planning Consultant  
**Reviewed By:** Larry Harmer, Planning Manager

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### APPLICANT:

Town of Florence  
Community Development Department  
224 W. 20<sup>th</sup> Street  
Florence, AZ 85132

### OVERVIEW:

In 2015, the Supreme Court of the United States (SCOTUS) made a ruling pertaining to the case of *Reed v. Town of Gilbert* which has implications for local sign ordinances across the country. Based upon the advice of the Town Attorney, text amendments to the Town of Florence Development Code are necessary in order to avoid potential legal challenge. Staff has taken this opportunity to not only address the implications of the SCOTUS decision, but also to organize the Sign Code to read more clearly and make other minor updates.

### BACKGROUND/ANALYSIS:

The initial draft of this Sign Code update was originally prepared in 2015. At that time, the Draft Sign Code received public review including review and discussion by the Planning and Zoning Commission and the Historic District Advisory Committee (HDAC). At that time, comments to the draft were received and addressed by the planning staff. The Draft Sign Code has remained available for public review on the Town's website since 2016.

Staff has taken the opportunity to reprocess the 2016 Draft Sign Code (Exhibit A), with the luxury of the SCOTUS decision now in hindsight. In the *Reed v. Town of Gilbert* Court case, Gilbert, Arizona, the Court sided with the Good News Community Church and in doing so, clarified what it means for sign regulations to be "content based". Because the ordinance at issue in *Reed* provided different size, height, and duration requirements for

political signs than it did for signs providing directions to an assembly or other event, the Court concluded it was “content based” and therefore subject to “strict scrutiny”. Unable to discern any compelling government interest in the differing rules adopted by the Town of Gilbert, the Court found the ordinance invalid.

The Court’s ruling in *Reed* means that any sign ordinance with different rules for different categories of signs is “content based,” as long as the categories are defined by the content, topic, or subject matter of the sign’s message. For example, an ordinance that allows “political” signs to be twelve square feet, but limits “temporary directional signs” to six square feet, is content-based. To this end, the Draft Sign Code no longer specifically regulates political signs or other signs that have protections by the state or federal governments, though the Town may continue to enforce the applicable state and federal regulations for such signs.

Subsection 150.098 (L) of the Draft Sign Code provides direction to the Town’s administrators to specifically address the SCOTUS decision. The following summarizes the proposed changes to the existing sign code:

- Addition of new defined words
- Reorganized for clarity
- Address impacts of the *Reed v. Town of Gilbert* Supreme Court decision
- Increased Monument Sign height for commercial uses along transportation corridors
- Allow electric / digital signs (excluding the Historic District)
- Guarantee a minimum of 16 sf of wall signage for any business
- Drive-thru menu boards may be located closer to the street frontage
- Increased maximum allowable sign area for commercial

#### **Historic District Overlay Zoning Designation:**

The Historic District Overlay Zoning Designation does not specify deviations from the Sign Code nor contain any requirements to cause an obvious conflict. The district regulations authorize the HDAC and Town Council to consider certain criteria when determining the compatibility of a development proposal with existing development in the immediate vicinity. When the HDAC considers proposals for signs within the overlay district, they may request any necessary modifications to signage to ensure compatibility and to retain the historic character of the area.

#### **Historic District Preservation Guidelines:**

The Historic District Preservation Guidelines (HDPG) serve as a companion document to the Town of Florence Development Code. The HDPG provides design guidelines for permanent signage above and beyond the Development Code provisions for signs. For instance, the guidelines limit the use of monument signs to buildings that are setback greater than 15 feet from the property line, with a maximum height of four feet. These

guidelines are more restrictive than both the existing and proposed Sign Codes and are applied only to the properties within the Historic District.

The HDPG does not conflict with the Sign Code but provides additional limitations and other requirements for sign placement and aesthetics intended to preserve the historic townscape character. In the unlikely event a conflict occurs between the HDPG provisions and the Sign Code, the HDPG requirements would likely prevail. §150.098 (K) of the Draft Sign Code provides that “Signs within the Historic District shall conform to the Town of Florence Historic District Guidelines, except as allowed by the Historic District Advisory Commission”. This provision grants considerable discretion and latitude to the HDAC in their review of signage.

### **PUBLIC PARTICIPATION:**

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning and Zoning Commission Public Hearing was advertised in the local Town paper, posted at the Town’s posting location, and advertised on social media and the Town’s website. Meetings and public outreach for these proposed amendments are as follows (\* denotes tentatively scheduled):

2016	Draft Sign Code Boards and Commissions, and Public Review
Oct. 18, 2018	Planning and Zoning Commission Work Session
Nov. 15, 2018	Planning and Zoning Commission Review/Discussion
Dec.4, 2018	Neighborhood Meeting (5-6:30PM Community Center)
Dec. 20, 2018	Planning and Zoning Commission (public hearing #1)
*Jan. 2, 2019	HDAC Review/Discussion
*Jan. 17, 2019	Planning and Zoning Commission (public hearing #2)
*February 4, 2019	Town Council (public hearing and 1st reading)
*March 4, 2019	2nd Town Council (action)

### **STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission motion to direct staff to schedule a 2nd Public Hearing for Planning and Zoning Commission meeting of January 17, 2019 for possible recommendation to Town Council.

### **ATTACHMENTS:**

Exhibit A – Sign Code Update (Proposed amendment to the Development Code, Part 3. Sign Regulations and §150.031 Defined Words)

PZ-18-33  
Sign Code Text Amendment  
December 20, 2018

# EXHIBIT A

## SIGN CODE UPDATE

(Tracked changes to 2016 draft review)

### Definitions

#### 150.031 Defined Words

**SIGN.** Refer to §150.094 for Sign and signage related terms and definitions.

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### Part 3. Sign Regulations

#### Sections

150.092 Purpose, Scope and Authority  
150.093 Applicability  
150.094 Signage Definitions  
150.095 Exemptions  
150.096 Prohibited Commercial Signs  
150.097 Prohibited Sign Locations  
150.098 Standards, Limitation and Requirements for All Signs  
150.099 Signs for Employment/Commercial and Mixed Use Districts  
150.100 Signs for Residential Districts  
150.101 Comprehensive Sign Plan Required  
150.102 Submittal and Permit Requirements  
150.103 Exceptions; Permits Not Required  
150.104 Legal Nonconforming Signs  
150.105 Signs Rendered Nonconforming  
150.106 Abandoned Signs  
150.107 Unsafe Signs  
150.108 Enforcement and Penalties  
150.109 -130 *Reserved*

#### 150.092 Purpose, Scope and Authority

The purposes of these Sign regulations, hereafter referred to as the “Sign Code”, are:

- (A) To encourage the effective use of Signs as a means of communication in the Town.
- (B) To maintain and enhance the aesthetic beauty of the built environment and the Town's ability to attract sources of economic development and growth.
- (C) To improve pedestrian and traffic safety.
- (D) To minimize the possible adverse effect of Signs on nearby public and private property.

- (E) To balance the rights of businesses and individuals to convey messages through Signs against the aesthetics and safety hazards that come from the proliferation of Sign clutter.
- (F) To enable the fair and consistent enforcement of the Sign Code.

### **150.093 Applicability**

- (A) It shall be unlawful to display, erect, place, establish, paint or maintain a nonexempt Sign in the Town except in conformance with the standards, requirements, limitations and procedures of the Sign Code.
- (B) The effect of this Sign Code as more specifically set forth herein, is:
  - (1) To prohibit all Signs except as permitted by the Sign Code.
  - (2) To allow a variety of types of Signs in Employment/Commercial and Mixed Use districts, and a limited variety of Signs in residential districts, subject to content neutral standards requirements and limitations.
  - (3) To allow certain Signs that are appropriately sized and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of these regulations, but without a requirement for permits.
  - (4) To establish standards, requirements and limitations and a permit system that honor constitutional rights and requirements.
  - (5) To provide for the enforcement of the provisions of the Sign Code.

### **150.094 Signage Definitions**

For the purpose of the Sign Code, the following definitions shall apply unless the context indicates or requires a different meaning.

**A-FRAME SIGN.** A portable type of promotional business Sign.

**ADJACENT.** Adjacent means abuts, is contiguous to or shares a common boundary.

**ALLOWABLE SIGN AREA.** The total Sign Area permitted for all nonexempt Signs.

**ARTERIAL ROADWAY.** A street designated as an arterial roadway in transportation plans approved by the Town of Florence.

**BANNER.** Any Sign of fabric, plastic or similar material that is mounted to a pole, structure or a building at one or more edges. Banners are used to advertise special events or new business and are not permanently attached.

**BEACON.** Means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same site as the light source; also, any light with one or more beams that rotate or move. Beacons are prohibited except when approved for limited usage with a Special Event Permit.

**BILLBOARD.** A flat surface or board, used outdoors, on which large commercial advertisements or notices are posted. In this Sign Code, Billboards shall be referred to as Off Premise Advertising Signs.

**BLADE SIGN.** A type of projecting Sign mounted on a building facade or storefront pole or attached to a surface perpendicular to the normal flow of traffic.

**BUILDING.** Building is defined in Section 150.031 of the Development Code.

**BUILDING FRONTAGE.** The length of the wall of a completely enclosed permanent building on a site that fronts directly on a public or private street or right-of-way.

**BUILDING GROUND FLOOR AREA.** The area of the ground floor enclosed within the walls of all buildings on the site.

**BUILDING IDENTIFICATION SIGN.** A non-commercial Sign that identifies the street address of the building, as well as other identifying information required for public safety purposes.

**BUILDING MARKER.** A Sign indicating the name of a building and date and incidental information about its construction, which Sign is cut into masonry surface or made of bronze or other permanent material, and affixed to or placed near a building.

**BUILDING SIGN.** Any Sign attached to or painted on any part of a building, as contrasted to Fence, Freestanding or Monument Signs.

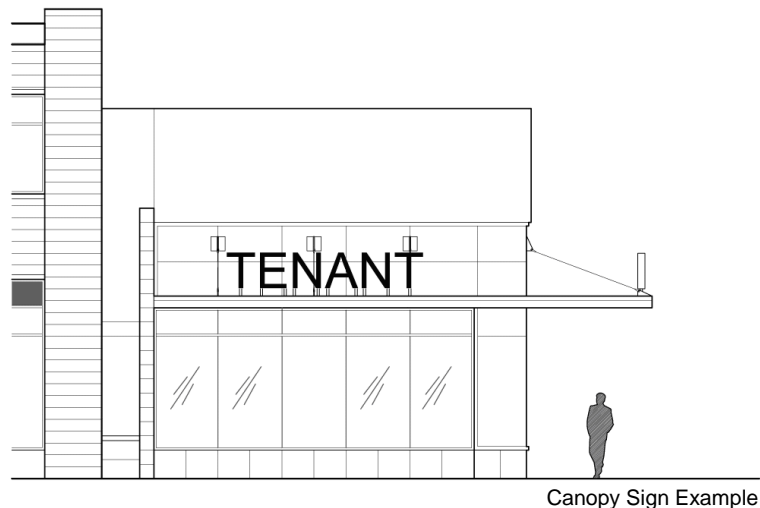
**BUS STOP.** A bench, shelter, kiosk, or pole Sign or similar structure placed by the Town of Florence or the locally endorsed public transportation authority, e.g., Central Arizona Regional Transit, along an established public transportation route to mark an area for members of the general public to wait for and get on or off of public transportation.

**BUSINESS FRONTAGE.** The length of the face or wall of a completely enclosed and permanent building occupied by an individual building occupant and contains a customer entrance. An occupant may have more than one business frontage if it occupies building frontage facing on two or more streets or public areas. If the building faces two or more streets or public areas, only the two main frontages may be used in calculating allowable Sign Area.

**CABINET SIGN.** A building Sign that is an enclosed cabinet with Copy on one or more sides and may enclose an integrated light source that can shine through the sides or face of the Sign.

**CAFE UMBREALLA SIGNS.** Signs or Copy permanently embroidered, screened, dyed, stenciled or painted into the fabric of umbrellas that are set up in sidewalk cafes.

**CANOPY SIGN.** Any Sign that is a part of or is attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A Marquee Sign is not a Canopy Sign.



**CHANGEABLE COPY SIGN, MANUAL.** A Sign or portion thereof that has a reader board for the display of text information in which each alphanumeric character, graphic or symbol, may be changed or re-arranged manually with characters, letters or illustrations. Furthermore, the changes can occur without altering the face or surface of the Sign.

**CHANNEL LETTERING.** Copy that is individually cut, raised, carved or manufactured.

**CIVIC DISPLAY.** A temporary display of banners, balloons, flags, lights or similar decorations erected on a public street or other public property in connection with a holiday or civic event.

**COLLECTOR ROADWAY.** A street designated as a collector roadway in transportation plans approved by the Town of Florence.

**COMMERCIAL CENTER.** A group of contiguous lots organized into a shopping center, strip mall, business park, office condominium or similar grouping that share mutual access, ingress and egress easements.

**COMMERCIAL MESSAGE.** Any Sign wording, logo, or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity or is otherwise defined as "commercial speech" by the Arizona Supreme Court, the United States District Court for the District of Arizona, the Ninth Circuit Court of Appeals, or the United States Supreme Court for purposes of interpreting the

United States Constitution or Arizona Constitution regarding freedom of expression or speech.

**COMMUNITY BUILDING.** A building that is typically owned by a government entity, civic organization or Homeowner's Association that is used for meetings and activities related to the local community.

**COMMUNITY DIRECTORY SIGN.** A Sign, or a group of Signs designed as a single display, that gives information about local community organizations.

**COPY.** Characters, letters, symbols (including logos and trademarks), illustrations and writings.

**CO-TENANCY.** A business that leases or rents space to tenant(s) or business(es) that are housed within their building though they operate as an independent business.

**DIGITAL SIGN.** A Sign or portion thereof that displays electronic, static images, static graphics, text information, or static pictures, with or without information, defined by a small number of matrix elements using combinations of light emitting diodes (LED), fiber optics, light bulbs, liquid crystal display (LCD) or other Illumination devices within the display area. Digital Signs include computer programmable, microprocessor controlled electronic or digital displays. May also be known as an Electronic Message Center.

**DIRECT LIGHTING.** Direct lighting means that the light fixture or bulbs are visible when looking at the light source or Sign.

**DIRECTIONAL SIGN.** A permanent Sign that directs the flow of traffic or pedestrians and may or may not contain a Commercial Message. Directional Signs shall not exceed six square feet in Sign Area and three feet in Height.

**DIRECTORY SIGN.** A Sign, or a group of Signs designed as a single display, which gives information about the location of businesses, buildings or addresses within a residential, office, commercial or industrial complex with no Commercial Message. Directory Signs located internal to a project and not visible from adjacent roadways shall not count towards on-site signage calculations.

**FENCE SIGN.** A Sign that is mounted or painted on a fence, screen wall, retaining wall, sound wall or similar type of fence or wall structure.

**FLAG.** A piece of fabric varying in shape, color and design usually attached at one edge to a staff, pole or cord which contains a Noncommercial Message as defined herein, unless otherwise permitted in this code.

**FREESTANDING SIGN.** A Sign that is placed on or anchored to the ground or is supported by a Sign Structure that is placed on or anchored to the ground and is



independent from any building or other structure. In this Sign Code, A Freestanding Sign may also be known as a Monument Sign, but this definition excludes Billboards or Off Premise Advertising Signs.

**FRONTAGE.** The portion of a site that fronts directly on a public or private street or right of way. See "building frontage," and "site frontage."

**GAS/SERVICE STATION CANOPY SIGN.** A Sign or Signs that are attached to a canopy located at a gas station or service station. These Signs are considered Wall Signs and shall be counted towards the allowable wall signage allowed for a development.

**GATEWAY SIGN.** A freestanding or monument type of Sign near the municipal boundaries of the Town of Florence that introduces or welcomes visitors to the community. In certain cases, this may be incorporated into a business' Freestanding or Monument Sign, in which case such signage would not be counted towards the business' allowable signage.

**GRADE.** Unless otherwise specified, the average of the highest and lowest elevations of the ground at the base of the Sign.

**GROSS FLOOR AREA.** The sum of the square footage of all the floors of a structure or building.

**HALO ILLUMINATION.** A form of internal Illumination where channel lettering is used and the light source is hidden behind and glows around the edges of letters or symbols giving the effect of a light halo.

**HEIGHT.** Unless otherwise specified, the vertical distance from the topmost part of the Sign cabinet or Copy (whichever is higher) to Grade.

**HISTORIC DISTRICT.** Any officially adopted and recognized Historic District located within the Town of Florence.

**HOLIDAY DECORATION.** Any display commonly associated with a nationally recognized holiday.

**HUMAN SIGN.** A Sign held by or attached to a human for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service or product. This can also include a person dressed in costume for the purpose of advertising or drawing attention to an individual, business, commodity, service or product. May also be referred to as "Sign Walkers".

**ILLEGAL SIGN.** Any Sign or any type that was erected or put up after the effective date of the currently adopted Sign Code and does not comply with the Sign Code.

**ILLUMINATION.** Illumination refers to the type and location of the light source for the Sign: "All types" of Illumination means any form of light source including indirect, internal, exposed bulb including neon or other tubes of light.

**INFLATABLE SIGN.** A Sign consisting of balloons and/or inflatables made of plastic, rubber, metallic, cloth or other materials, regardless of the size, that is used for the purpose of attracting attention.

**INCIDENTAL SIGN.** A Sign posted on private property by the owner of the property that is generally informational, contains no Commercial Message, and has a purpose secondary to the use of the site on which it is located, such as traffic control Signs, parking or loading control Signs, Signs indicating the location of telephones or emergency equipment and other similar Signs. Official Signs are not incidental Signs.

**INDIRECT ILLUMINATION.** Illumination that is cast on a Sign from a source outside the Sign.

**INTERACTIVE SIGN.** A Digital Sign that changes the Sign message based on a passing vehicle or person. Radar speed Signs or other traffic control Signs are exempted from this definition.

**INTERNAL ILLUMINATION.** Illumination produced by a light source contained within a Sign and not directly visible from outside.

**LIQUID-CRYSTAL DISPLAY (LCD).** A low-power, flat-panel display used in many digital devices to display numbers or images. It is made of liquid containing crystals that are affected by electric current, sandwiched between filtering layers of glass or plastic. LCDs do not produce light of their own; instead, when electric current is passed through the material, the molecules of the "liquid crystal" twist so that they either reflect or transmit light from an external source.

**LIGHT-EMITTING DIODES (LED) LIGHTING.** A type of solid state lighting that utilizes light-emitting diodes (LED) as a source of Illumination rather than electrical filaments or gas. If the Sign is made up of matrix of bulbs or light source that individually light up to form images, it will be considered a Digital Sign.

**LED SIGN.** A Sign that is lit by use of light-emitting diodes (LED) lighting visible from the outside. If the Sign is made up of matrix of bulbs or light source that individually light up to form images, it will be considered a Digital Sign.

**LOT.** Lot is defined in Section 150.031 of the Development Code.

**LUMINANCE.** The physical measurement of brightness or Illumination leaving a surface in a particular direction, or reflected off that surface, and can be thought as measuring the

brightness of a surface as seen by the eye. It is measured in candelas per square meters ( $\text{cd/m}^2$ ) or nits (one nit = one  $\text{cd/m}^2$ ).

**MARQUEE.** Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designated and constructed to provide protection from the weather. Marquee Signs located on private property shall not extend beyond the property line into adjacent lots and, except in the redevelopment area or with a right-of-way permit, shall not extend into the right-of-way.

**MODES OF OPERATION.** A term referring to the types of visual display, including:

**Dissolve.** Signs where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissolve and lose legibility simultaneous to the gradual appearance and legibility of subsequent message.

**Fade.** Signs where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

**Flashing sign.** A Sign that uses blinking or intermittent illumination.

**Message sequencing.** Signs where a single thought, idea, concept, message or advertisement for a product or service that is divided into segments and presented over two or more successive display phases of a single dynamic Sign or across two or more individual dynamic Signs.

**Scrolling.** Signs where the message is changed by the apparent vertical movement of the letters or graphic element of the message.

**Static.** Signs that include no animation or effects simulating animation.

**Travel.** Signs where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.

**Video display.** Signs that change its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including moving objects, moving patterns or bands of light or expanding or contracting shapes.

**MONUMENT SIGN.** A Sign that is attached directly to the ground or is supported by a Sign Structure that is placed on or anchored in the ground and is independent from any

building or other structure. Within this Sign Code, all Monument Signs will be referred to as "Freestanding Signs".

**MOVING SIGN.** A Sign where the Sign, Sign Structure, or any part of the Sign or Sign Structure physically moves or rotates by mechanical means. For example, a tri-vision Sign is a moving Sign. If the only moving part of a Sign is a clock, the Sign shall not be considered as a moving Sign.

**MURAL.** A painting or other work of art executed directly on a wall or the like that does not contain any Commercial Messages or images.

**NEIGHBORHOOD BULLETIN BOARD.** Any surface outside of a building provided specifically to allow the posting of neighborhood notices.

**NEON.** A type of Illumination that is produced by neon lights or by lamps containing similar gases such as helium, carbon dioxide, argon or krypton usually electrifying glass tubes or bulbs.

**NONCOMMERCIAL MESSAGE.** Any Sign Copy that is not a Commercial Message as defined above, and includes any definition of "noncommercial speech" by the Arizona Supreme Court, the United States District Court for the District of Arizona, the Ninth Circuit Court of Appeals, or the United States Supreme Court for purposes of interpreting the United States Constitution or Arizona constitution regarding freedom of expression or speech.

**NONCONFORMING SIGN.** Any Sign that was lawfully erected prior to the adoption of an ordinance codified in this Sign Code, or amendments thereto, which would not be permitted under the ordinance or amendment. This definition shall include Signs that were erected without a permit and which would require a permit under the current provisions of this Sign Code.

**OFFICIAL SIGN.** Any Sign owned by, or erected by or at the direction of the Town in furtherance of the official duties of the Town or another authorized governmental agency, including, but not limited to, traffic control Signs, Directional Signs, street identification Signs, warning Signs, parking control Signs, area identification Signs, and Signs prohibiting or controlling access to property.

**OFF-PREMISE ADVERTISING SIGN.** An outdoor advertising Sign that advertises an activity, service or product and that is located on premises other than the premises at which activity or service occurs or product is sold or manufactured.

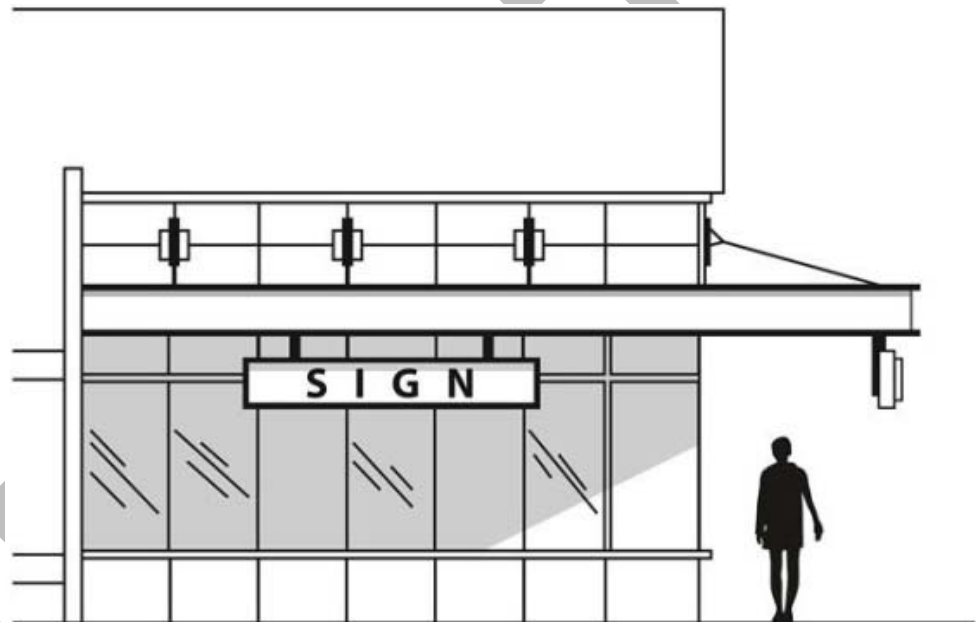
**ON-PREMISE ADVERTISING SIGN.** An outdoor advertising Sign that advertises an activity, service or product and that is located on premises at which activity or service occurs or product is sold or manufactured. In the case of a shopping center or office complex or similar arrangement of uses, this may also include a reasonably adjacent location within the same center or complex.

**PARCEL.** See “Lot”.

**PENNANT.** Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

**PORTABLE SIGN.** A movable Sign that is not permanently attached to a structure or the ground, and includes: A-frame, portable reader boards and similar Signs. This definition does not include any Signs on trailers, vehicles or Digital Signs.

**PROJECTING/SUSPENDED SIGN.** Any Sign affixed to a building or wall in such a manner that its face is not parallel to the wall. A Marquee is not considered a projecting Sign. Projecting Signs located on private property shall not extend beyond the property line into adjacent lots and, except in the redevelopment area or with a right-of-way permit, shall not extend into the right-of-way. Projecting/suspended Signs shall have an eight foot minimum clearance between the bottom of the Sign and the sidewalk, or finished grade where no sidewalk exists.



Projecting Sign Example

**PROMOTIONAL SIGNS.** Promotional Signs are classified as Temporary Signs that are used to promote a new business, special offers, sales, special events and similar occasions. All Promotional Signs are considered Temporary Signs, but not all Temporary Signs are Promotional Signs.

**PUBLIC TRANSPORTATION.** Any type of local or regional public transportation service that is run by the Town of Florence or a locally endorsed public transportation authority, e.g., Central Arizona Regional Transit.

**PYLON SIGN.** A Freestanding Sign in excess of ten feet in Height that is detached from a building and is supported by one or more structural elements which are architecturally similar to the design of the Sign. A pylon Sign is considered a 'Freestanding Sign.'

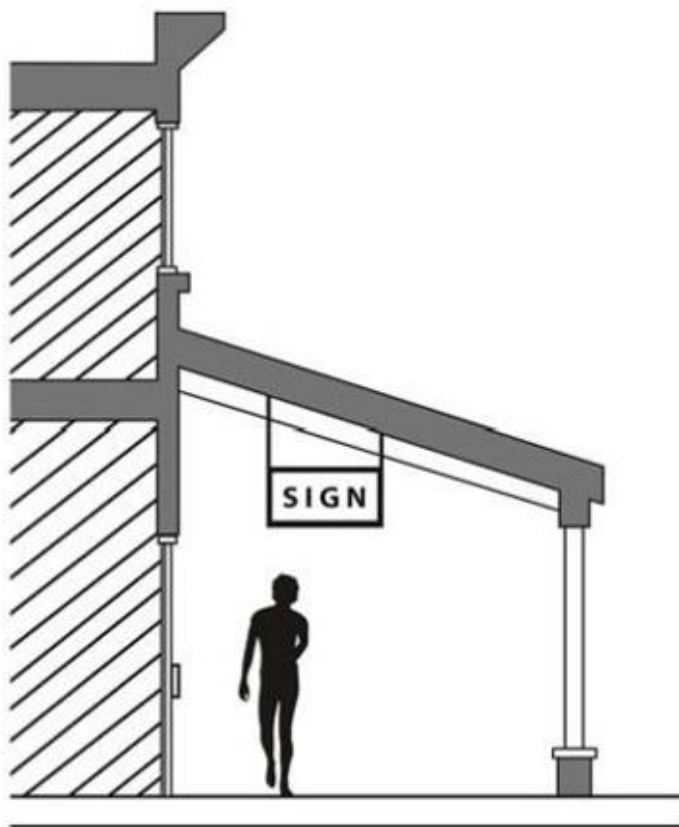
**RESIDENTIAL DISTRICTS.** For the purposes of the Sign Code, the following Zoning Districts shall be considered Residential Districts: RA-10, RA-4, R1-R, RRES, R1-18, R1-6, R-2 MFR, MHS and RV. PUD may be Employment/Commercial, Residential or Mixed Use District. The underlying land use shall define the type of District applicable.

**RESIDENTIAL SIGN.** A Sign located within a Residential District.

**ROOF.** A horizontal or sloping surface of a building which serves as a cover for the building or its entry, portico or other appurtenances. This definition shall include any part of a building which resembles a roof in form or function.

**ROOF SIGN.** A Sign painted on, supported by or attached to the roof or roof structure of a building. This definition shall not include a Sign attached flat against the wall of a penthouse; painted flat on the roof and only visible from the air; attached to a mansard roof or parapet as long as the Sign does not project above the roofline and there is no other viable location on the building.

**SHINGLE SIGN.** A Sign suspended from, and located entirely under a covered porch, covered walkway or an awning and is anchored or rigidly hung to prevent the Sign from swinging due to wind movement. Shingle Signs shall have an eight foot minimum clearance between the bottom of the Sign and the sidewalk, or finished grade where no sidewalk exists.



Shingle Sign Example

**SIGN.** Any visual communication, including appurtenances, which is used to attract the attention of the public, when the display is visible beyond the boundaries of the property.

**SIGN AREA.** The entire area within a continuous perimeter, enclosing the extreme limits of Sign display, including any frame or border. Curved, spherical or any other shaped Sign face shall be computed on the basis of actual surface area. The Copy of Signs composed of individual letters, numerals or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing all of the letters or devices.

**SIGN HEIGHT.** The Height of the Sign measured from the finished Grade located directly beneath the highest part of the Sign. Where an adjacent roadway sits notably higher than the adjacent Grade for the Sign location, the Height of the Sign may be measured from the elevation of the centerline of the nearest travel lane of the street or highway to which the Sign is oriented rather than from Grade.

**SIGN STRUCTURE.** A structure designed to support one or more Signs in place.

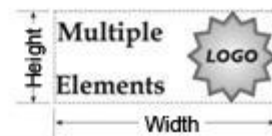
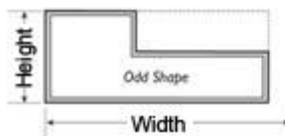
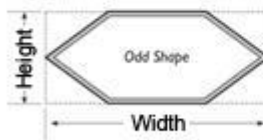
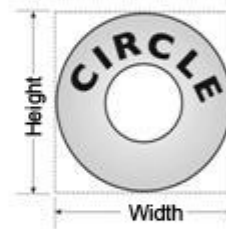
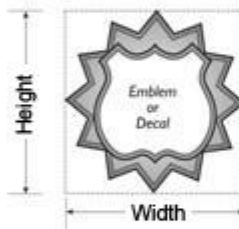
**SITE.** Site means (i) a lot or parcel owned by a person or entity, unless the lot or parcel is part of a combination or commercial center as defined herein; or (ii) a combination of lots or parcels that are contiguous, are owned in fee as a matter of record by the same person or entity, have the same zoning classification, and are designated by the owner to be a site for purposes of this Sign Code; (iii) a Commercial Center as defined above; or (iv) a Bus Stop if the property on which the Bus Stop is located is leased or licensed to the Town or locally endorsed regional transportation authority.

**SITE FRONTAGE.** The linear dimension of a site abutting on public or private street right-of-way.

**STACKED SIGN.** Two or more Signs affixed to the same Sign Structure that vary in Height from the ground.

**SUBDIVISION.** Subdivision is defined in Section 150.030 of the Development Code.

Sign Area = Width x Height



**SUSPENDED SIGN.** A Sign supported from, and below, a building soffit or permanent canopy. Also see "Projecting/Suspended Sign".

**TEMPORARY SIGN.** Any Sign that is used only temporarily, is located on-site or off-site of the business/entity being advertised and is not permanently mounted to a structure or ground.

**TIME AND TEMPERATURE SIGN.** A Sign or portion of a Sign which displays only the current time and/or temperature and carries no other Copy. A time and temperature Sign shall not be considered a flashing or animated Sign and shall not exceed fifteen square feet in Sign Area.

**TRI-VISION SIGN.** A Sign composed in whole or in part of a series of vertical or horizontal slats or cylinders that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image and when properly functioning allows on a single Sign Structure the display at any given time one of two or more images.

**V-TYPE SIGN.** Two or three Signs in the shape of the letter "v" or of a triangle, when viewed from above, and supported by integral structures with their faces oriented in different directions.

**WALL SIGN.** A Sign that is attached parallel to, and within six inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall or roof of any building or structure, which is supported by such wall or building, and which displays only one Sign surface. Included in this definition is a Sign attached to the wall of a penthouse or other vertical structure on the top of a roof.

**WINDOW SIGN.** Any Sign that is placed upon the exterior or interior window panes of glass and is visible from the exterior of the window. Does not include Signs that are not attached to the interior of the window and viewable from the outside of the window.

### **150.095 Exemptions**

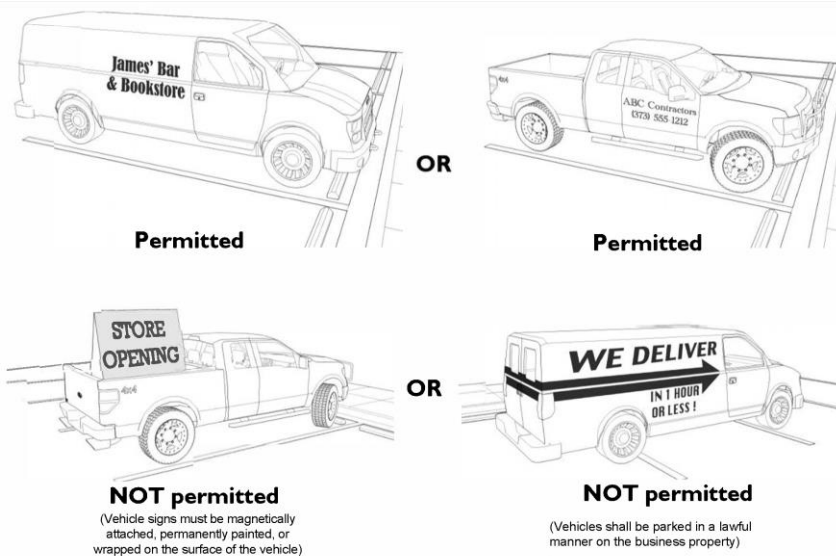
Unless specifically provided otherwise, the following types of Signs and displays are not subject to the provisions of this Sign Code and are not counted in any aggregate area or number of Sign computations:

- (A) Official Signs.
- (B) Holiday decorations that (i) do not include a Commercial Message and (ii) not installed earlier than 30 days before the holiday and (iii) are removed within 30 days after the holiday.



- (C) Incidental Signs whose size is not greater than the larger of (i) two square feet or (ii) as specified for the particular type of Sign in the most current Manual on Uniform Traffic Control devices published by the United States Department of Transportation.
- (D) Handicap parking Signs.
- (E) Signs posted on or near easements held by public utilities warning or informing the public about the easements or location of public utilities.
- (F) Building identification Signs.
- (G) Nameplates appearing on residences or mailboxes.
- (H) Civic displays.
- (I) The American Flag and the State of Arizona flags on ground mounted flagpoles not exceeding twenty feet in Height and displayed in compliance with Federal law.
- (J) Signs that are located within a building or structure and are not visible from a public street, sidewalk or alley.
- (K) Building Markers that do not exceed four square feet in size.
- (L) Any temporary on-site or off-site Signs not in excess of sixteen square feet in Sign Area and no more than four feet in Height that are used within 72 hours of the advertised special event, promotion or sale, including but not limited to realtor Signs, garage sale Signs, open house Signs and other similar Signs.
- (M) Signs or Copy permanently embroidered, screened, dyed, stenciled or painted into the fabric of umbrellas that are set up in sidewalk cafes.
- (N) Signs painted on or integral to vending machines, fuel dispensing pumps or fuel storage tanks.
- (O) Signs painted on the flat surface of the roof and only visible from the air.
- (P) Murals.
- (Q) Signs on public transportation or on/at Bus Stops.
- (R) Any Sign located in such a manner that the Sign is not readily visible, including any Sign Illumination, from any adjacent public right-of-way.
- (S) Gateway Signs.

- (T) Vehicle wraps or other painted or adhesive-type signage on vehicles that are properly registered, licensed and being operated in accordance with applicable Town of Florence regulations.



- (U) Human Signs.

- (V) All Signs that are specifically regulated by the United States of America and/or the State of Arizona, including but not limited to, political Signs.

### 150.096 Prohibited Commercial Signs

The following types of Signs are prohibited within the Town:

- (A) Signs not specifically permitted in or which violate any provision in this Sign Code.
- (B) Signs attached to (i) Official Signs and their Sign Structures, (ii) trees or poles or standards that are used for a purpose other than Sign Structures, or (iii) utility structures.
- (C) Roof Signs.
- (D) Fence Signs.
- (E) Any display or Sign that imitates or resembles an official traffic signal, Sign device or other official warning Signs.
- (F) Interactive Signs.
- (G) Inflatable Signs, unless permitted in conjunction with a temporary use or special event.
- (H) Signs on cellular towers, water towers or other equipment except for standard and customary manufacturer logos, unless otherwise permitted in the Development Code.

### **150.097 Prohibited Sign Locations**

- (A) General. Notwithstanding any provision in or right established in this Sign Code, no Sign shall be permitted in any of the following locations.
  - (1) Drains, ditches, flood channels. Except for Official Signs, no Sign shall be placed in any ditch, storm drain facility or flood channel, except for Signs displayed by a utility regarding any easements or dangers that lie within the drain, ditch or flood channel.
  - (2) Signs in the public right-of-way or on public property, except as follows:
    - (a) Official Signs.
    - (b) Building Markers and address Signs.
    - (c) Cafe umbrella Signs.
    - (d) Bus Stop Signs.
    - (e) Signs expressly permitted by the Federal Government and/or the Government of Arizona.
    - (f) Any Signs expressly allowed by this Sign Code.


### **150.098 Standards, Limitation and Requirements for All Signs**

- (A) No Sign shall be placed on any lot without the written permission of the owner of the lot.
- (B) No Sign may resemble, simulate or conflict with the proper functioning of any Official Sign, or use yellow or red blinking or intermittent lights resembling danger or warning signals.
- (C) Signs that produce odor, sound, smoke, flame or other emissions are prohibited.
- (D) No obstruction or interference. No Sign shall:
  - (1) Obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control Sign, Bus Stop, fire hydrant, or any other type of street furniture;
  - (2) Block the light and ventilation of any residence on any adjoining property which is zoned for residential use; or
  - (3) Mislead or confuse users of the roadway.

- (E) Stacked Signs are allowed if (i) the other requirements of this Sign Code are satisfied (ii) the Sign is integrated with the structure, and (iii) all Signs on the same structure are similar in shape and material with one another, except for channel lettering.
- (F) All Signs shall comply with applicable provisions of all codes adopted by the Town of Florence.
- (G) Except as otherwise indicated by this Sign Code, all Signs shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
- (H) All Signs and Sign Structures shall be maintained in good, safe, structural condition and repair. All Signs and display surfaces shall be neat in appearance, and neatly painted or posted, and not ripped, tattered or faded. Premises immediately surrounding Freestanding Signs shall be kept clean and free of rubbish, weeds and debris.
- (I) All Signs shall be professionally constructed and installed.
- (J) All non-exempt Signs are subject to Design Review approval.
- (K) Historic District. Signs within the Historic District shall conform to the Town of Florence Historic District Guidelines, except as allowed by the Historic District Advisory Commission.
- (L) Under no scenarios shall the Town of Florence have content-based Sign regulations via this Sign Code, the Design Review process or other administrative processes. Any provision of this code that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral.
  - (1) Notwithstanding anything in this code to the contrary, no Sign or Sign Structure shall be subject to any limitation based upon the viewpoint of the message contained on such Sign or displayed on such Sign Structure.
  - (2) Notwithstanding anything in this code to the contrary, it is the policy of the Town to regulate Signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.
  - (3) Within this code, any distinction between onsite Signs and offsite Signs applies only to Commercial Messages. It does not apply to Noncommercial Messages.
- (M) Illumination standards.


- (1) Direction of light. The light source for all Indirect Illumination Signs shall be effectively shielded to prevent beams or rays from being directed at any roadway or abutting property.
  - (2) Intensity. The intensity and brilliance of light shall not be so great as to interfere with the effectiveness of any Official Sign, or impair the vision of or distract any person on any roadway.
  - (3) Prohibited light sources. No Sign shall use a beacon, strobe light, racing/traveling or an exposed individual light source (excluding LED and neon) which exceeds seventy five watts.
  - (4) Digital Signs. See subsection 150.099(D)(10) for special standards.
- (N) Signs not included in computations. If the following types of Signs comply with all other requirements of this Sign Code, they need not be included in any allowance computations for Sign Area or number of Signs:
- (1) Building identification Signs.
  - (2) Building markers.
  - (3) Incidental Signs.
  - (4) Directional Signs.
  - (5) Internally located Directory Signs.
  - (6) Signs expressly permitted by the Federal Government and/or the Government of Arizona.
  - (7) Certain Window Signs as provided in the Sign Code.
  - (8) Signs exempted under Section 150.095 of the Sign Code.
  - (9) Murals.
  - (10) As specifically provided in other provisions in the Sign Code.
- (O) Computation of Sign Area of individual Signs. The allowable Sign Area shall apply to the maximum geometric area of all Sign faces. The area of a Sign comprised of individual letters or elements attached to a building wall, which are without an integrated background and are not enclosed in a frame or cabinet, the area of the letter can be calculated as long as the distance between the letters and/or elements is less than the largest dimension of the largest Sign letter. If such a display consists of more than one line or component, the area of each line or component may be

calculated separately. Where a display is enclosed in a frame or cabinet, or has an integrated background, the entire area within the frame, cabinet or background must be included in the calculation.

- (P) Computation of Sign Area of multi-faced Signs. The Sign Area for a Sign with more than one face shall be computed by adding together the area of all Sign faces visible from any one point. When two Sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such Sign faces are part of the same Sign Structure and are not more than 25 degrees apart, the Sign Area shall be computed by the measurement of one of the faces. For Sign faces greater than 25 degrees apart, the Sign Area is computed to include both faces.
- 

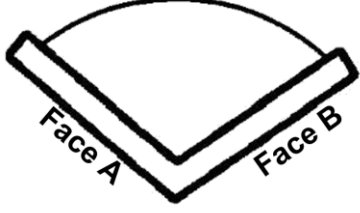
**Total Sign Area = A**

$\leq 25^\circ$



**Total Sign Area = A**

$> 25^\circ$



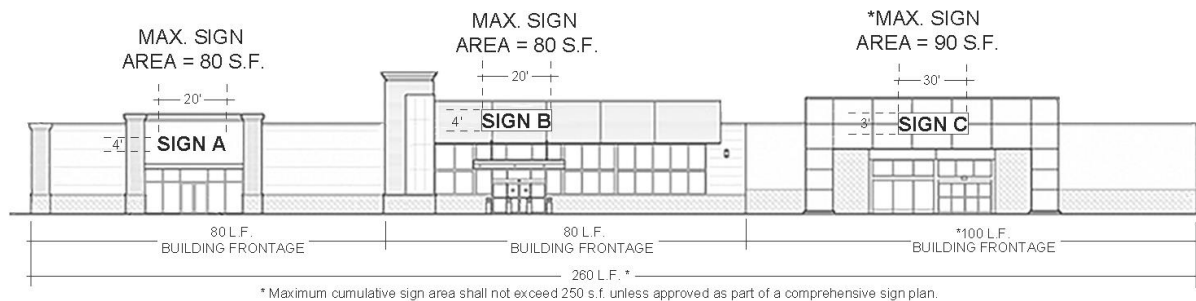
**Total Sign Area = A + B**

- (Q) Computation of number of Signs. All Signs contained within a single frame, structure, cabinet or integrated background shall be counted as one Sign. If a display is not so contained, a single message or business name shall be counted as one Sign. A business name combined with a brief slogan may be counted as one Sign if the elements are visually integrated.
- (R) A comprehensive sign plan (refer to §150.101) may establish unique regulatory requirements for a project.

#### **150.099 Signs for Employment/Commercial and Mixed Use Districts**

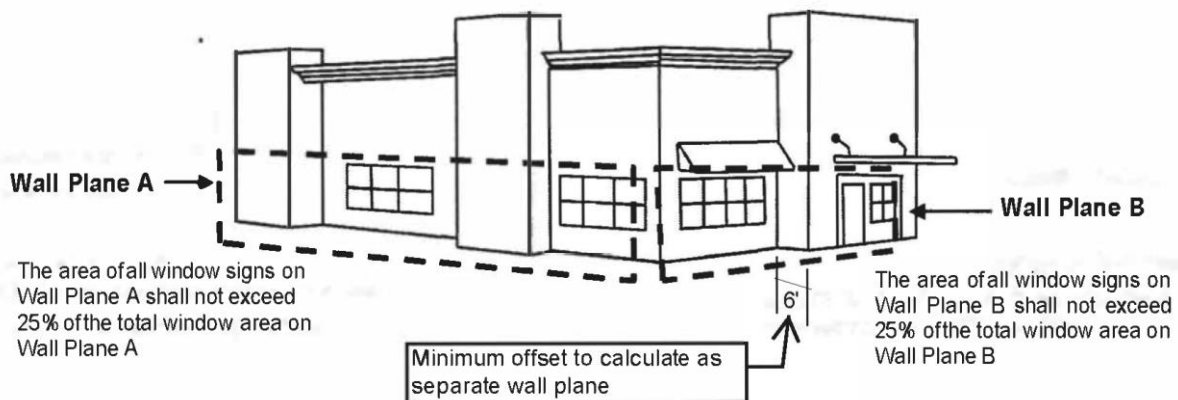
- (A) Except as otherwise provided in this Sign Code, it shall be unlawful to construct or maintain a Sign in an Employment/Commercial and Mixed Use district in violation of the specifications and requirements of this Sign Code.
- (B) Wall Signs.

- (1) The maximum cumulative Sign Area of Wall Signs shall be calculated at one square foot of Sign Area per linear foot of Building Frontage. A minimum cumulative Sign Area of 16 square foot shall be permitted in the event a Building Frontage is less than 16 feet. A maximum cumulative Sign Area of 250 square feet shall not be exceeded.



- (2) Marquee, Blade, Shingle, Canopy, Projecting and other related types of signage shall be considered wall signage and will be counted in the cumulative allowable square footage.
- (3) Each drive through restaurant lane may be permitted one preview menu board and one ordering menu board. These Signs may be freestanding (refer to subsection D for Freestanding Sign requirements) or wall mounted and shall be located a minimum of 25 feet from the street property line and the board(s) shall be screened and oriented in a manner as to not be visible from the adjacent public streets. Call box speakers shall be directed away from adjacent residential zoned land and residences. The maximum aggregate Sign Area for both Signs (per lane) shall not exceed 50 square feet or a maximum Height of eight feet per Sign. These Signs shall not be included in calculating the total aggregate Sign Area for signage allowed on a parcel, lot or for a particular business.
- (4) Wall signage may be located on any building elevation.
- (5) Wall signage shall not extend horizontally a distance greater than 80 percent of the width of the building wall on which it is displayed.
- (6) Wall Signs shall not extend above or beyond the wall or roof line.
- (7) Wall Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (8) Wall Signs shall not be digital.

- (C) Window Signs. The total Sign Area of all Window Signs for a business shall not exceed 25 percent of the total area of all windows located on the same wall plane for that business in the building. Wall planes with an offset or break in the wall plane in excess of six (6) feet shall be considered separate wall planes. Window Signs shall include any advertisement display visible from the exterior of the building and located within six (6) feet of the window through which the advertisement is visible. Permits are not required for any Window Signs, and Window Signs are not governed by or counted against Sign Area or number limitations. Window Signs must, however, conform to other standards, requirements and limitations in this Sign Code.

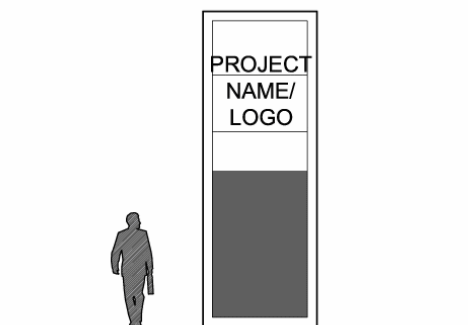


(D) Freestanding Signs.

- (1) Up to one Freestanding Sign is allowed for each building frontage. No business shall have more than two Freestanding Signs, except as allowed by an approved comprehensive sign plan (refer to §150.101). Freestanding Signs may be Monument Signs or Pylon Signs finished in a manner that architecturally integrates the sign with the architectural theme of the site.

(2) Sign Height:

- (a) The maximum Height of any Freestanding Sign shall not exceed 15 feet for any property with Building Frontage along State Highway 287, State Highway 79, excluding 79B, or Hunt Highway. The maximum Height of any Freestanding Sign shall not exceed 10 feet for any property with building frontage along a current or planned collector or arterial roadway, except as noted in the preceding sentence. In all other





cases, the maximum Height of any Freestanding Sign shall not exceed eight feet.

- (b) The width of the Sign base shall not be greater than 10 feet.
- (c) The architectural elements of the Sign are included in the Height calculation.

(3) Sign Area:

- (a) The maximum Sign Area of a Freestanding Sign shall be: up to 32 square feet for a Sign that is eight feet or less in Height; up to 40 square feet for a Sign over eight feet in Height, but under 10 feet in Height; and up to 55 square feet for a Sign over 10 feet in Height and up to 15 feet in Height.
  - (b) The architectural elements of the Sign are excluded from the Sign Area calculation, but not the maximum Height restrictions.
- (4) Each drive through restaurant lane may be permitted one preview menu board and one ordering menu board. These Signs may be freestanding or wall (refer to subsection C for wall Sign requirements) mounted and shall be located a minimum of 25 feet from the street property line and the board(s) shall be screened and oriented in a manner as to not be visible from the adjacent public streets. Call box speakers shall be directed away from adjacent residential zoned land and residences. The maximum aggregate area for both Signs (per lane) shall not exceed 50 square feet or a maximum Height of eight feet per Sign. These Signs shall not be included in calculating the total aggregate area for signage allowed on a parcel, lot or for a particular business.
- (5) Freestanding Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels. In the event the minimum spacing distances are found to be unachievable through the Site Plan and Design Review process, a lesser dimension may be approved.
- (6) All Freestanding Signs and Sign Structures must contain similar architectural elements and materials visually compatible with related buildings on the site. All supports used as a part of Freestanding Sign Structures shall be covered/wrapped and architecturally integrated with the structure.
- (7) Freestanding Signs must be located at least five feet from all property lines, easements and/or rights-of-way, except where such placement may be allowed with a Right-of-Way Permit.

- (8) Freestanding Signs must not be located within any sight distance or sight triangle areas defined by the Town of Florence.
- (9) Freestanding Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (10) In addition to all of the other limitations, standards and requirements for Freestanding Signs, if one or more of the permitted Freestanding Signs is proposed to be digital, they shall be subject to the following limitations, standards and requirements:
- (a) Digital Signs shall be prohibited in the Historic District.
  - (b) One Digital Sign per Site and such Sign shall be considered as one of the allowed Freestanding Signs and be subject to all of the requirements for Freestanding Signs, as well as the requirements set forth in this Section.
  - (c) The use of fade, dissolve, travel, message sequencing or scrolling is prohibited for Signs over 32 square feet.
  - (d) The use of video display, flashing or blinking is prohibited for any Digital Sign.
  - (e) Digital Signs must contain a minimum constant display of no less than eight seconds. Maximum time allowed for messages to change is one second.
  - (f) Digital displays shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot-candle meter at a pre-set distance depending on Sign Area. The pre-set distances to measure the foot-candles shall be calculated by the square root of the Sign Area times one hundred. Example using a 12 square-foot Sign: Measurement Distance =  $\sqrt{(12 \times 100)} = 34.6$  feet. The measurement distance can be rounded to the nearest whole number.
  - (g) Digital Signs shall be sited in a manner that the intensity or brilliance does not interfere with the effectiveness of an official traffic Sign, device or signal.
  - (h) The Digital Sign shall include photo-sensors to provide automatic intensity adjustment based on ambient lighting conditions.
  - (i) Signs with a digital component shall consist of one unit.

- (j) Digital Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels. In the event the minimum spacing distances are found to be unachievable through the Site Plan and Design Review process, a lesser dimension may be approved.
- (k) The closest distance separation from any property zoned for single-family residential uses shall be a minimum of 300 feet.

(E) Temporary Signs.

(1) *Banners, pennants and displays for grand openings and special events.*

- (a) All businesses shall be permitted to display grand opening Signs at the time of original opening or when reopened by a new owner or lessee for a maximum period of 30 days.
- (b) Banners, pennants and other displays for special events may be allowed for a maximum period of 30 consecutive days on each occasion, with the exception of grand opening or reopening Signs. A minimum of 30 consecutive days shall pass between each special event banner, pennants or related display.
- (c) No pennant, banner or display shall be placed on or above the roof of any building.
- (d) For special events and promotions, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
- (e) For grand openings, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
- (f) Banners and pennants shall be displayed on the building or within the parking area, perimeter landscape or some other on-site area.
- (g) No banner or pennant Sign shall be located in a manner that impedes visibility or accessibility.

(2) A-Frame Signs

- (a) An A-Frame Sign shall be no greater than three feet in width and four feet in Height.
- (b) A-Frame Signs shall be limited to one per street frontage of the business.

- (c) A-Frame Signs may only be displayed during the posted hours the business is open to conduct business.

- (d) A-Frame Signs must include the name of the business being advertised.

- (e) A-Frame Signs shall be located at Grade level.

- (f) A-Frame Signs must be located on the property of the business being advertised, or on the immediately adjacent right-of-way. Signs placed along the immediately adjacent right-of-way shall be a minimum of three (3) feet behind curb or edge of pavement and not located on a sidewalk. In no event shall two A-Frame Signs be located closer than ten (10) feet to one another. Sight visibility triangles shall remain clear of all signage.



- (g) A-Frame Signs shall not be located in parking aisles or parking stalls, in raised or painted medians; where they may present a hazard or impede pedestrian traffic; in driving lanes; or on fences, boulders, planters, on other Signs, on vehicles, on utility facilities or any structure.

- (h) A-Frame Signs shall be professionally constructed and maintained in a manner free from chipping paint, cracks, gouges, and/or loss of letters.

- (i) A-Frame Signs shall not include any form of Illumination, animation, reflective materials or sound emitting devices.

(3) Construction or Development Signs.

- (a) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall be a maximum of 32 square feet and a maximum Height of eight feet above finished grade.
- (b) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

### **150.100 Signs for Residential Districts**

- (A) Except as otherwise provided in this Sign Code, it shall be unlawful to construct or maintain a Sign in a residential district in violation of the specifications and requirements of this Sign Code.
- (B) Wall Signs.
  - (1) Wall Signs shall only be placed upon community buildings within residential subdivisions unless required by law.
  - (2) The maximum cumulative Sign Area of Wall Signs shall be calculated at one square foot of Sign Area per linear foot of Building Frontage. A minimum cumulative Sign Area of six square feet shall be permitted. A maximum cumulative Sign Area of 16 square feet shall not be exceeded.
  - (3) Marquee, Blade, Shingle, Canopy, Projecting and other related types of signage shall be prohibited.
  - (4) Wall signage may be located on a building elevation that faces a current or planned right-of-way.
  - (5) Wall Signs shall not extend horizontally a distance greater than 80 percent of the width of the building wall on which it is displayed.
  - (6) Wall Signs shall not extend above or beyond the wall or roof line.
  - (7) Wall Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
  - (8) Wall Signs shall not be digital.
- (C) Freestanding or Monument Signs.

- (1) One on-site Freestanding or Monument Sign is allowed per Arterial roadway frontage (Collector Roadway frontage when Arterial Roadway frontage does not exist). Freestanding or Monument Signs shall be located adjacent to the subdivision entrance(s).
- (2) Sign Height:
  - (a) The maximum Height of any Freestanding Sign shall not exceed eight feet in Height for any property.
  - (b) The width of the Sign base shall not be greater than ten feet.
  - (c) The architectural elements of the Sign are included in the Height calculation.
- (3) Sign Area:
  - (a) The maximum area of a Freestanding Sign shall be 32 square feet.
  - (b) The architectural elements of the Sign are excluded from the Sign Area calculation.
- (4) Freestanding Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels.
- (5) All Freestanding Signs and Sign Structures must contain similar architectural elements and materials visually compatible with related buildings on the site. All supports used as a part of Freestanding or Monument Sign Structures shall be covered/wrapped and architecturally integrated with the structure.
- (6) Freestanding Signs must be located at least five feet from all property lines, easements and/or rights-of-way, except where such placement may be allowed with a Right-of-Way Permit. Additional clearance from other structures and utilities may be required.
- (7) Freestanding Signs must not be located within any sight distance or sight triangle areas defined by the Town of Florence.
- (8) Freestanding Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (9) Freestanding Digital Signs.

- a. Freestanding Digital Signs are only permitted in the MFR, MHS and RV Residential Zoning Districts.
  - b. Should one or more of the permitted Freestanding Signs be digital, freestanding Digital Signs shall also be in compliance with the Digital Sign requirements provided for Employment/Commercial and Mixed Use Zoning Districts.
- (D) Window Signs with Commercial Messages are prohibited in Residential Zoning Districts.
- (E) Temporary Signs for Subdivisions.
  - (1) During the construction phase, each subdivision may have one on-site Sign located at the subdivision advertising the subdivision. The Sign shall have a maximum Sign Area of 96 square feet and may be single or double faced with a maximum Height of 10 feet and boxed edges. The Sign shall not be located within 100 feet of any property line of an existing residence. The Sign must be removed when 95 percent of the lots within the subdivision are sold and/or the on-site sales office(s) closes.
  - (2) Subdivision identification flags may be placed on or behind the property line of the subdivision. No more than twelve flags may be placed at any one subdivision. The flags shall have a maximum area of 12 square feet and may not be maintained higher than 25 feet above the adjoining ground. The flags must be removed when 95 percent of the lots in the subdivision are sold and/or the on-site sales office closes.
  - (3) Additional on-site subdivision advertising and Directional Signs may be permitted if approved in a comprehensive sign plan (refer to §150.101) or by a Development Agreement.
- (F) Construction or Development Signs.
  - (1) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall have a maximum of 32 square feet and a maximum Height of eight feet.
  - (2) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

#### **150.101 Comprehensive Sign Plan Required**

- (A) Prior to issuance of Sign permits for any business or occupancy in a development, a comprehensive sign plan detailing the size, type, location, and color of all signage

within the development shall be submitted to the Town in conjunction with the Design Review process and adhere to the same review and approval procedures set forth in §150.013 of this Code, as applicable. An approved comprehensive sign plan shall be required for the following types of uses:

- (1) Three or more businesses on a single parcel of land
  - (2) Three or more businesses in a single cohesive development
  - (3) Commercial, Office, Institutional, or Multiple-family developments of 15 acres or more
  - (4) PUD's
  - (5) Single-family Residential subdivisions of 160 acres or more
  - (6) As otherwise prescribed in this Development Code
- (B) A comprehensive sign plan application shall be made in writing on forms provided by the Town.
- (C) A comprehensive sign plan that proposes a deviation from any of the requirements provided in this subsection shall be reviewed and approved by the Planning and Zoning Commission.
- (D) Amendments to an approved comprehensive sign plan shall be reviewed and approved in the same manner as the original approval.

#### **150.102 Submittal and Permit Requirements**

- (A) Sign permit approval is required for constructing or altering any non-exempt Sign.
- (B) A Sign permit application shall be made in writing on forms provided by the Town.
- (C) Before issuing any Sign permit required by this Sign Code, the Town shall collect a fee in accordance with an adopted Schedule of Fees. If work, for which a permit is required by this Development Code, is started before a permit has been issued, the fees specified above shall be doubled. The payment of the double fee shall not relieve any persons from complying fully with the requirements of this Sign Code in the execution of the work or from any penalties prescribed herein.
- (D) All Signs for which a permit is required shall be subject to inspections during various stages of construction as prescribed by the Town.

#### **150.103 Exceptions; Permits Not Required**

Sign permits are not required for the following Signs provided that the Signs are subject to all other provisions of this Sign Code (Note: This does not exempt any applicable permits for electrical work.):



- (A) Standard Sign maintenance;
- (B) Change of Sign Copy within an identical Sign frame;
- (C) Adhesive or painted Signs on windows;
- (D) Signs allowed only by the authority of the Federal Government, the State of Arizona or another political subdivision, but otherwise not permitted by this Sign Code;
- (E) Vehicle wraps or other painted or adhesive-type signage on vehicles;
- (F) Signs required for the posting of neighborhood meetings or public hearings related to Town of Florence applications; or
- (G) Promotional and Temporary Signs allowed by this Sign Code, except as otherwise noted.

#### **150.104 Legal Nonconforming Signs**

- (A) Legal Nonconforming Signs shall mean a Sign that is lawfully existing at the time of the enactment of this Development Code that does not conform to the regulations as specified in this Sign Code.
- (B) A legal Nonconforming Sign may continue to be utilized in perpetuity only in the manner and to the extent that it existed at the time of the adoption of this Sign Code or any amendment thereto.
- (C) A legal Nonconforming Sign may not be altered in any manner not in conformance with this Sign Code. This does not apply to reasonable repair and maintenance of the Sign or to a change of Copy provided that by changing the Copy, structural alterations are not required.
- (D) Any construction permit that invokes certificate of occupancy requirements shall specify and require that any Nonconforming Sign located within the boundaries of the development site and within the limits of the applicant's control, shall be brought into conformance with the provisions of this Sign Code. This may include removal if the Sign is now classified as a prohibited Sign.
- (E) Legal Nonconforming Signs located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel. Said relocation shall not extinguish the legal nonconforming status of that Sign provided that the Nonconforming Sign:
  - (1) Is not increased in area or Height to exceed the limits of the district in which

it is located;

- (2) Remains structurally unchanged except for reasonable repairs or alterations;
  - (3) Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and
  - (4) Is relocated in a manner so as to comply with all applicable safety requirements.
- (F) After relocation pursuant to this division, the legal Nonconforming Sign shall be subject to all provisions of this Sign Code in its new location.

#### **150.105 Signs Rendered Nonconforming**

- (A) Except as provided in this Sign Code, a Nonconforming Sign may continue in the manner and to the extent that it existed at the time of the ordinance adoption, amendment or annexation which rendered the Sign nonconforming. This Sign Code shall not prohibit reasonable repairs and alterations to Nonconforming Signs.
- (B) A Sign approved by variance or comprehensive sign plan before the effective date of this Sign Code, shall not be considered nonconforming and shall not be subject to the regulations set forth in this Sign Code.
- (C) A Nonconforming Sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this Sign Code.
- (D) If the structure of a Nonconforming Sign is changed, the Height and Sign Area shall not be increased to exceed the Height and Sign 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 Sign Area shall be reduced a minimum of 50%. Two reductions shall be permitted; after the third structural change, the Sign shall conform to current standards. Nothing in this Sign Code shall require a Nonconforming Sign to be reduced to a Height or Sign Area less than that allowed on the site.
- (E) If a Nonconforming Sign is located on a parcel that is experiencing development for which site plan and/or Design Review is required, the Height and Sign Area of the Sign shall not be increased to exceed the Height and Sign Area limitations of the site. If the Sign exceeds the site's Height and/or Sign Area limitations, the excess Height and/or Sign Area shall be reduced to a minimum of 50 percent. Two reductions shall be permitted; after the third structural change, the Sign shall conform to current standards. Nothing in this Sign Code shall require a Nonconforming Sign to be reduced to a Height or Sign Area less than that allowed on the site.

(F) Site plan and/or Design Review required by one of the following types of development shall not cause reduction in a Sign's nonconforming Height and/or Sign Area:

- (1) An addition of less than 2,000 square feet when the addition is less than 50 percent of the size of the usable space of the site which is the subject of Design Review. A series of additions, which total more than 50 percent of the usable space of the site, shall require reduction of non-conformities. Usable space shall not include areas such as restrooms and storage rooms.
- (2) An addition of more than 2,000 square feet when the addition is less than 10 percent of the size of the usable space of the site which is the subject of Design Review. A series of additions, which total more than 10 percent of the usable space of the site, shall require reduction of non-conformities. Usable space shall not include areas such as restrooms and storage rooms.
- (3) A modification required by federal, state or local regulations or programs.

#### **150.106 Abandoned Signs**

(A) Criteria for establishing abandonment. A Sign or Sign Structure shall be considered abandoned when any of the following occurs:

- (1) Any business advertised thereon is no longer in business and has not been in business anywhere within the Town for more than six months;
- (2) Any product or service advertised thereon is no longer offered and has not been offered for the past six months;
- (3) The structure no longer supports a Sign for a period of six months;
- (4) The Sign, structure or advertising display is visibly damaged or partially missing; and/or
- (5) Internal or halo Illumination is partially or wholly burned out or inoperative.

(B) Removal of abandoned Signs. Any Sign or Sign Structure that has been abandoned shall be removed or restored to use within 30 days after a notice of abandonment is issued to the owner of the site. Notice shall be given by the Community Development Director using certified mail. The Community Development Director may allow an abandoned Sign or Sign Structure to remain in place provided that the Sign or Sign Structure is maintained in good condition, and that there is a reasonable possibility that the Sign will be restored to use within a one-year period.

- (C) Historic Signs. Abandoned Signs that are deemed by the Community Development Director to be historically significant may be permitted to remain for a specified duration, provided such Signs do not present any safety considerations.
- (D) Variances and minor deviations. Variances and deviations from the provisions of this Section may not be granted.

#### **150.107 Unsafe Signs**

If the Community Development Director, or designee, determines any Sign or Sign Structure to be in an unsafe condition, he or she shall immediately notify, in writing, the owner of the Sign who shall correct the condition within 48 hours. If the correction has not been made within 48 hours, the Community Development Director shall cause the Sign to be removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the Sign owner, owner or lessee of the property upon which the Sign is located. The cost shall be an assessment against the property which may be recorded by the Town pursuant to A.R.S. § 9-499.

#### **150.108 Enforcement and Penalties**

- (A) To the extent not inconsistent with this Sign Code, the provisions of §150.999 shall apply to enforcement of this Sign Code.
- (B) Illegal Signs may be removed by Town officials.

#### **150.109 to 150.130 Reserved**

# Sign Code Text Amendment

Town Council  
Public Hearing

Ordinance No. 667-18

(Case #PZ-18-33-TA)

February 19, 2019



# Why a code for signage?

To balance the needs of businesses, organizations, and individuals to convey messages through Signs with the Town's desire to maintain a safe and attractive environment.



# Amendment Timeline

- 2016 Draft Sign Code Review
- Oct. 18, 2018 Planning and Zoning Commission Work Session
- Nov. 15, 2018 Planning and Zoning Commission Review/Discussion
- Dec. 4, 2018 Neighborhood Meeting (5-6:30PM Community Center)
- Dec. 20, 2018 Planning and Zoning Commission (public hearing)
- Jan. 2, 2019 Historic District Advisory Committee Review/Discussion
- Jan. 17, 2019 Planning and Zoning Commission (public hearing and action)
- Feb. 19, 2019 Town Council (public hearing and 1st reading)
- \*March 4, 2019 2nd Town Council (action)



# Applicability

- Existing signage is grandfathered, these changes only affect new requests
- Historic District is unique





# Overview of Changes

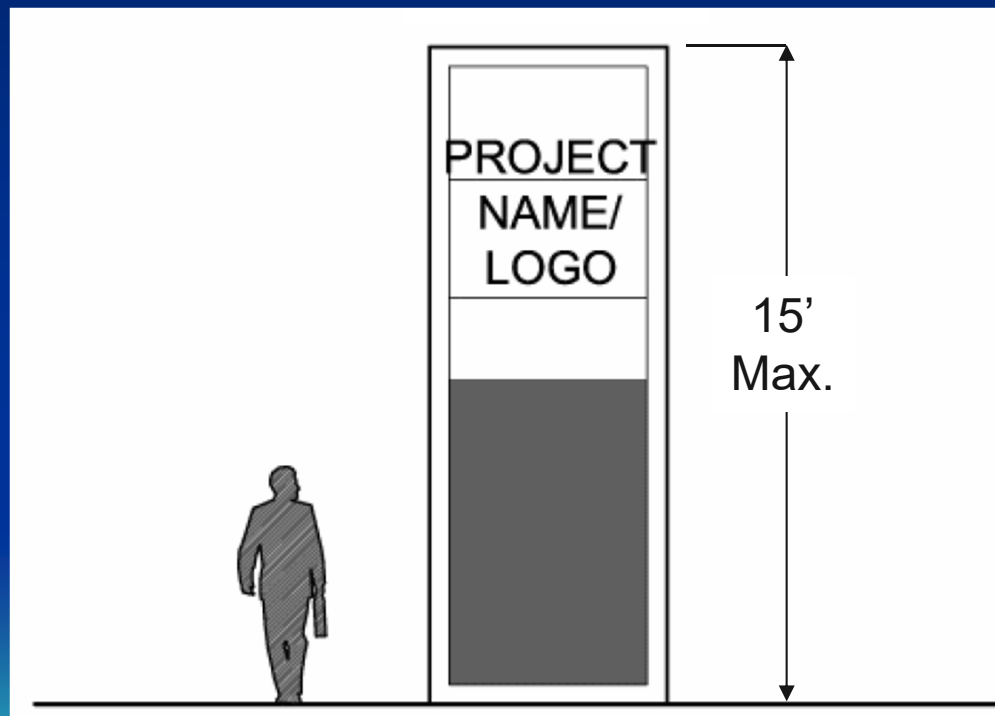
- Update the terms & definitions related to signs
- Re-organized for clarity
- Address Reed v. Gilbert Supreme Court decision

(L) Under no scenarios shall the Town of Florence have content-based Sign regulations via this Sign Code, the Design Review process or other administrative processes. Any provision of this code that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral.

- (1) Notwithstanding anything in this code to the contrary, no Sign or Sign Structure shall be subject to any limitation based upon the viewpoint of the message contained on such Sign or displayed on such Sign Structure.
- (2) Notwithstanding anything in this code to the contrary, it is the policy of the Town to regulate Signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.
- (3) Within this code, any distinction between onsite Signs and offsite Signs applies only to Commercial Messages. It does not apply to Noncommercial Messages.

# Overview of Changes

- Increased monument sign height for commercial uses along major transportation corridors




# Overview of Changes

- Allowing one electronic / digital sign per parcel, but excluded from Historic District
- Guaranteed minimum 16 sf of wall signage
- Drive-thru menu boards may be closer to street
- Maximum aggregate sign area for commercial is increased



# Discussion & Questions



	<h2 style="margin: 0;">TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3 style="margin: 0;"><u>AGENDA ITEM</u> 5b.</h3>
<p><b>MEETING DATE:</b> February 19, 2019</p> <p><b>DEPARTMENT:</b> Community Development</p> <p><b>STAFF PRESENTER:</b> Dana Burkhardt, Planning Consultant</p> <p><b>SUBJECT:</b> Ordinance No. 668-19 Development Code Parking &amp; Loading Regs. Text Amendment (PZ-18-34 ORD) Public Hearing</p>		<p> <input type="checkbox"/> Action  <input type="checkbox"/> Information Only  <input checked="" type="checkbox"/> Public Hearing  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance         </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Regulatory  <input checked="" type="checkbox"/> 1<sup>st</sup> Reading  <input type="checkbox"/> 2<sup>nd</sup> Reading         </p> <p><input type="checkbox"/> Other</p>
<p><b>STRATEGIC PLAN REFERENCE:</b></p> <p> <input checked="" type="checkbox"/> Community Vitality    <input type="checkbox"/> Economic Prosperity    <input checked="" 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         </p>		

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

Public hearing and first reading of Ordinance No. 668-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND "PART 7 PARKING; LOADING AND UNLOADING," SECTIONS 150.156 TO 150.167 (CASE PZ 18-34 ORD.) on February 19, 2019.

On March 4, 2019, move to adopt Ordinance No. 668-19, a text amendment to the on-site parking and loading regulations of the Development Code.

### **OVERVIEW:**

The Town's current parking and loading code has created some challenges to effectively administering the on-site parking requirements. On May 17, 2018, the Planning and Zoning Commission initiated text amendments to the Town's Development Code, including updates to Part 7 Parking; Loading and Unloading. Staff has elicited input from stakeholders, the community at large, and researched best practices from other Arizona communities to update this section of the Development Code. The result of this effort is culminated in the attached draft amendment (Exhibit A).

This agenda item and report addresses proposed Ordinance Number 668-19, a text amendment to The Development Code of the Town of Florence amending the "Definitions" and "Part 7. Parking; Loading and Unloading" Sections 150.031, and 150.156 to 150.167, respectively. On January 17, 2019, the Planning and Zoning

Commission unanimously recommended the Town Council adopt this text amendment, Ordinance No. 668-19.

**BACKGROUND/DISCUSSION:**

Staff finds the existing parking code in need of updates to:

- prescribe adequate number of parking spaces for certain uses
- provide flexibility to accommodate effective alternatives to parking improvements
- establish minimum parking design standards; and
- clean up to clarify the code

Exhibit A, attached, illustrates the proposed modifications to the parking code as tracked edits. In summary, the proposed modifications are as follows:

- Addition of new defined words
- Updated alphanumeric order for clarity
- Revised purpose statement
- Grant relief when change of use requires a nominal increase in parking
- Consider alternative paving options
- Reinforce maintenance responsibilities for parking areas
- Reduce minimum curb cut widths from 40 feet to 32 feet
- Enhance shared parking and off-site parking opportunities
- Recreational vehicle storage screening
- Increase the maximum allowed parking on a site
- Relief for parking lots of less than 20 spaces
- Additional parking area shade trees required for certain uses
- Updated "Parking Space Allocation Requirements"
- Minimum parking area design standards
- Provision for Electric Vehicle parking

**Historic District Overlay Zoning Designation:**

The Historic District Overlay Zoning Designation does not specify deviations from the Parking Code nor contain requirements to cause an obvious conflict. The district regulations authorize the Historic District Advisory Council (HDAC) and Town Council to consider certain criteria when determining the compatibility of a development proposal with existing development in the immediate vicinity. When the HDAC considers proposals for alternations or new construction within the overlay district, they may request any necessary modifications to parking that would ensure compatibility and to retain the historic character of the area.

**Historic District Preservation Guidelines:**

The Historic District Preservation Guidelines (HDPG) serve as a companion document to the Town of Florence Development Code. The HDPG provides specific standards for parking areas, above and beyond the Development Code provisions for parking areas.

For instance, when converting a single-family home into a commercial or multi-family use, the HDPG requires parking to be located in the rear and side yards only.

The HDPG does not conflict with the parking code but provides requirements for parking orientation and aesthetics intended to preserve the historic townsite character. In the unlikely event a conflict occurs between the HDPG provisions and the Development Code parking standards, the HDPG requirements would likely prevail.

**PUBLIC PARTICIPATION:**

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning and Zoning Commission Public Hearing was advertised in the local Town paper, posted at the Town's posting location, and advertised on social media and the Town's website. Meetings and public outreach for these proposed amendments are as follows (\* denotes tentatively scheduled):

May 17, 2018	Planning and Zoning Commission Code Amendment Initiation
June 21, 2018	Planning and Zoning Commission Discussion
Sept. 20, 2018	Planning and Zoning Commission Work Session
Oct. 18, 2018	Planning and Zoning Commission Work Session
Nov. 15, 2018	Planning and Zoning Commission Review/Discussion
Dec.4, 2018	Neighborhood Meeting (5-6:30PM Community Center)
Dec. 20, 2018	Planning and Zoning Commission (public hearing)
Jan. 2, 2019	Historic District Advisory Committee Review/Discussion
Jan. 17, 2019	Planning and Zoning Commission (public hearing and action)
Feb.19, 2019	Town Council (public hearing and 1st reading)
*March 4, 2019	2nd Town Council (action)

**A VOTE OF NO WOULD MEAN:**

The Town of Florence would not adopt Development Code Parking & Loading Regulation Text Amendment.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence would adopt Development Code Parking & Loading Regulation Text Amendment.

**FINANCIAL IMPACT:**

Neutral, approval or denial of this request has no impact to the Town's finances.

**ATTACHMENTS:**

Ordinance No. 668-19  
Exhibit A  
Notice of Public Hearing  
Parking Code Amendment

## **ORDINANCE NO. 668-19**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND "PART 7 PARKING; LOADING AND UNLOADING," SECTIONS 150.156 TO 150.167 (CASE PZ 18-34 ORD).**

**WHEREAS**, in accordance with A.R.S. § 9-462, the legislative body may adopt by ordinance, any change or amendment to the regulations and provisions as set forth in the Development Code of the Town of Florence; and

**WHEREAS**, notification of this amendment has been published in a local newspaper with general circulation in the Town of Florence, giving 15 day notice of time, date, and place of public hearing; and

**WHEREAS**, a public hearing was held by the Planning and Zoning Commission on December 20, 2018; and

**WHEREAS**, the Planning and Zoning Commission, after having held a public hearing on the case, has forwarded the Mayor and Town Council a unanimous favorable recommendation for the text amendment ordinance; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the residents of Florence to amend the Town of Florence Development Code Sections 150.031, and 150.156 to 150.167, such that it is advisable to repeal and replace the aforementioned sections, as further set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the Town Council has determined that, for the reasons set forth above and for the purpose of protecting the public health, safety and welfare of the residents and visitors of Florence, it is in the best interests of the Town to amend the Code of Ordinances as provided herein.

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

Section 1. Any proposal for the construction of new off-street parking facilities or the modification of existing off-street parking facilities within the Town shall be subject to the following: Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 of the Florence Development Code Sections 150.156 to 150.167 "Parking; Loading and Unloading,"; the Town's licensing and permit requirements; the Town's reasonable design review and development standards; the



Town's reasonable rates and fees as adopted by the Town; and all other applicable regulatory processes.

- Section 2. Existing Title XV of the Town of Florence Code of Ordinances is hereby amended by the revisions, additions, deletions, and replacement of the Development Code text as set forth in Exhibit "A."
- Section 3. Exhibit "A" is hereby approved, adopted and incorporated into the Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 Development Code by reference, as fully as if set forth in this Ordinance in its entirety.
- Section 4. If any section, subsection, clause, phrase or portion of this Ordinance or any part of the amended and restated Town of Florence Code of Ordinances Title XV is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.
- Section 5. One paper copy and one electronic copy of this ordinance is ordered to remain on file with the Town Clerk.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 4<sup>th</sup> day of March, 2019.

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Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Lisa Garcia, Town Clerk

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Clifford L. Mattice, Town Attorney

# EXHIBIT A

## PARKING CODE AMENDMENT

### Town of Florence Development Code

The following text in **red** are proposed additions to the Development Code and text with a ~~strike through~~ are proposed for deletion:

#### DEFINITIONS

##### § 150.031 DEFINED WORDS.

**COMMUNITY DEVELOPMENT DIRECTOR.** Interprets the meaning and intent of the General Plan and the Development Code.

**DRIVEWAY.** That portion of a parcel adjacent to a parking area that is used for ingress to and egress from the parcel.

**ELECTRIC VEHICLE CHARGING STATION.** Equipment that has as its primary purpose to transfer electric energy to a battery or other energy storage device on an electric vehicle.

**ELECTRIC VEHICLE.** A vehicle that operates, either partially or exclusively, on electrical energy from the electrical grid, or an off-grid source, that is stored on board for motive purposes.

**GROSS FLOOR AREA.** The total area of a building calculated by measuring the outside dimensions of all the building's floor levels excluding non-habitable attics and crawl spaces.

**NET FLOOR AREA.** The gross floor area minus hallways and corridors, restrooms, storage rooms, equipment rooms and other non-habitable rooms within a building.

**PARKING AREA.** The total area including parking spaces, parking aisles, required parking landscape areas and walkways, and loading and unloading areas.

**PARKING SPACE.** That portion of the parking area required for the parking of one vehicle that ~~is~~ ~~A~~ a permanently surfaced area, enclosed or unenclosed, having an area of not less than 180 square feet which will accommodate a car, minimum width nine feet. Parking as used in this Development Code is to mean off-street parking with access from streets or secondary means or as approved by subdivision plat or site plan.

**USE.** The purpose ~~or activity~~ for which ~~land or a building, parcel or structure~~ is ~~arranged, designed, occupied or maintained, arranged, designed, or intended.~~ For the purpose of calculating parking demand for a parcel, more than one use may be allocated to a single parcel.

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#### ~~Part 7.~~ **150.156 PARKING; LOADING AND UNLOADING**

##### **I. PURPOSE.**

- II. OFF-STREET PARKING.
- III. PARKING STANDARDS FOR MULTIFAMILY, NONRESIDENTIAL, MIXED-USE, AND PUD'S.
- IV. PARKING STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL USES.
- V. PARKING STANDARDS; CALCULATIONS.
- VI. PARKING SPACE ALLOCATION REQUIREMENTS.
- VII. OFF-STREET LOADING REQUIREMENTS.
- VIII. DIMENSIONS AND CIRCULATION.
- IX. ELECTRIC VEHICLE PARKING.

#### **I. 150.156 PARKING AREAS. PURPOSE**

~~Parking areas required herein shall be provided, improved and maintained in accord with the following specifications.~~ The purpose of this section is to minimize congestion on public streets, provide minimum requirements for off-street vehicle parking facilities and to promote the safety and welfare of the public.

#### **150.157 PARKING STANDARDS PERTAINING TO ALL DISTRICTS.**

#### **II. 150.158 GENERAL REQUIREMENTS FOR ALL SPACES. OFF-STREET PARKING.**

- (A) No building permit shall be issued until the applicant has presented satisfactory evidence to the ~~Planning Director~~ **Community Development Director**, or designee, that he or she owns or has otherwise available for his or her use, sufficient property to provide required parking, **required landscaping, and other site improvements required by this code.**
- (B) No additions to or enlargement of an existing building or use shall be permitted unless parking requirements are met for the entire building or use.
- (C) For new buildings, building expansion or conversions, **and changes of use,** plans must show the arrangement of required parking spaces, and indicate sufficient space for turning **and back-up maneuvers, refuse screening,** and adequate ingress and egress by patrons and delivery vehicles to the parking area before a permit is granted. Plans shall be submitted **to scale and fully dimensioned** to the ~~Planning Director~~ **Community Development Director**, or designee, for approval prior to the permit being granted.
- (D) When the use of an existing building, structure, or premises is changed such that the change requires an increase in the total number of required parking spaces for the parcel of greater than ten percent or twenty spaces, whichever is greater, then such additional parking spaces and parking and loading areas shall be provided for the entire building, structure or premises either on the premises or by joint off-site parking agreement. When the use of any existing building, structure or premises is changed such that an increase in parking spaces is less than ten percent of the total required for the site or twenty spaces, whichever is less, then the change of use or intensity is exempt from the requirements of this section related to parking quantities.
- (E) ~~(A) Required~~ **All** parking and loading spaces, maneuvering areas, driveways and fire lanes shall be paved with ~~asphaltic, concrete or masonry;~~ **pavers; cement concrete; penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate; and/or a stabilization method approved by the Town.** Through the site plan and

design review process, the Town may permit up to 20 percent of the required parking to be of a pervious surface to reduce heat-island and run-off effects. All parking surfaces must be designed to a sufficient thickness to withstand repeated vehicular traffic and receive approval from the Town Engineer.

- (F) ~~(B)~~ All vehicular egress from parking lots to public right-of-way shall be by forward motion only, except in the case of single-family and 2-family residences fronting on a local street or a primary or secondary collector street.
- (G) ~~(C)~~ Tandem arrangement of required parking spaces is prohibited, except as otherwise permitted by this Development Code.
- ~~(D) Permanent use of off-street parking areas for other than the purpose shall constitute a violation of this Development Code. Should the owner or occupants of a building change the use of the building and thus increase the requirement for off-street parking, it shall constitute a violation of this Development Code, until the parking requirements have been complied with.~~
- (H) The use of an off-street parking space for the storage of merchandise, supplies, equipment, vehicles for sale or rent, vehicles used for business identification signage, or for repair of vehicles, is prohibited. The temporary use of on-site parking spaces for the purposes of construction staging may be permitted in conjunction with an active building permit. Minimum required on-site parking spaces shall be maintained for all active uses for the duration of construction. A vehicle for sale may be parked in an approved residential parking space for non-commercial purposes, for a period not to exceed 30 days. No more than one vehicle may be advertised for sale on the same residential property during a period of one year.
- (I) All parking areas and landscaping shall be maintained in good condition. Maintenance shall include, but not limited to, fixing potholes, filling cracks, landscaping, and maintaining the appearance of the parking area.
- (J) Construction of required parking areas shall be completed in accordance with this section prior to commencement of the use or occupancy of the parcel, building or structure.

### **III. 150.159 PARKING STANDARDS FOR MULTI-FAMILY, NONRESIDENTIAL, OR MIXED-USES, AND PUDs.**

(A) ~~Mixed-uses~~ *Uses computed separately.* In case of ~~mixed-multiple~~ uses on a site, the total requirements for off-street parking space shall be the sum of the requirements of the various uses computed separately.

(B) *Maintenance.* It shall be the joint and separate responsibility of the lessee and owner of the principal use, uses or building to maintain in a neat and adequate manner, the parking space, access ways, striping, landscaping and required fences or screening.

(C) *Parking area improvements.* For multi-family residential, commercial, industrial and PUD districts, the following shall apply:

(1) Parking areas shall be screened from street view and residential development by a berm, and/or wall (minimum of three feet in height), with landscaping.

(2) Lights illuminating a parking space shall be arranged and ~~screened~~ shielded to reflect light away from adjoining residences and streets. Light standards shall be a maximum height of 24 feet. Refer to Section 150.090 for additional parking area lighting requirements.

(3) Except where a wall is required, a minimum six-inch high curb or permanently attached or affixed bumper guard shall be constructed so that no part of a vehicle extends beyond the property line.



Parking Area Improvements

(D) *Access.* Off-street parking space shall be connected with a public street by a paved driveway, which affords safe and reasonably convenient ingress and egress. The minimum width of driveways shall be 40 feet where ~~if ingress and egress are the same~~ **right and left turn egress is proposed. If only a single ingress and egress lane is proposed, the minimum width required shall be 32 feet.** If ingress and egress are by separate drives, then the minimum width of each drive shall be 20 feet.

(E) *Parking space location.* All required parking spaces for non-residential or mixed uses shall be located on the lot upon which the use is located or on an adjacent lot. Required parking spaces for multi-family, commercial or industrial use may be located on an adjacent lot in another district (other than in a single-family residential district).

(F) *Joint use ~~or non-simultaneous use~~ parking for **mixed use or PUD.***

(1) If an applicant for a mixed use PUD **or in any multi-family or Employment/commercial district** can demonstrate through a parking study supplied by the applicant and approved by the ~~Planning Director~~ **Community Development Director** or designee that the peak parking demand for the mixed uses will be less than the sum of the parking spaces required for each use served, a reduction in spaces may be allowed.

(2) The approved joint use parking plan shall specify the typical hours of operation with anticipated periods of greatest parking demand for all uses within the development and shall indicate the number, location and convenience of pedestrian access of all spaces available to serve each use.

(3) The joint use parking plan shall remain on file with the ~~Planning and Zoning Department~~ **Town** for the purpose of monitoring the continued adequacy of available parking.

(4) At the time of joint use parking plan approval, or at any subsequent time when uses, intensities of use or hours of operation may be expanded or otherwise change, or upon findings that the parking facilities are inadequate, the ~~Planning Director~~ **Community Development Director**, or designee, may require additional site area to be provided, and as necessary, improved to supply additional parking facilities.

(5) **Joint use parking plans shall include the necessary perpetual cross-access and shared parking easements as required by the Town and recorded in a form approved by the Town**

Attorney. Any request for reduction of minimum required parking shall be substantiated by calculations based on Urban Land Institute (ULI) standards and in a manner acceptable to the Town.

(6) Off-site parking areas may be approved by the Community Development Director if the parking area is within three hundred feet of the associated business or use as part of a development plan when it can be demonstrated to be of benefit to the public interest.

#### **IV. ~~150.160~~ PARKING STANDARDS FOR SINGLE FAMILY AND 2-FAMILY RESIDENTIAL USES.**

(A) *Parking space location.* All residential parking spaces shall be paved or surfaced in a manner approved by the Town Engineer. Each residential unit shall have a driveway not less than 18 feet in length, as measured from the back of sidewalk. If no sidewalk exists, the driveway length shall be measured from the back of curb. ~~No part of any vehicle parked in the front yard of a single family or 2-family residence lot shall extend over the public right of way or sidewalk, pavement edge or street curb where no sidewalk exists. Nor shall any vehicle~~ shall be parked in a manner to encroach within the right-of-way or obstruct the sight visibility of a sidewalk or right of way in accordance with the Town's engineering standards. ~~within the area formed by a ten-foot by ten-foot triangle as measured, when the side property line is within five feet of a driveway or an improved parking surface located on an adjacent lot.~~

(B) *Parking space allocation and/or improvement standards.* Requirements and directions for the allocation, and design of parking spaces in all residential districts are described for various land uses in Subsection VI Parking Space Allocation Requirements.

(C) *Recreational Vehicle Storage.* Recreational vehicles, boats, and trailers shall be stored behind a solid six-foot wall with view obscuring gates. They may be located in front of a wall for a period not to exceed 72 hours for the purpose of preparing for travel or prior to storage.

#### **V. ~~150.161~~ PARKING STANDARDS; CALCULATIONS.**

Calculations to determine the required number of parking spaces, and the design of the space shall consider the following:

(A) Minimum standards for parking space allocation shall be subject to the requirements of this Development Code.

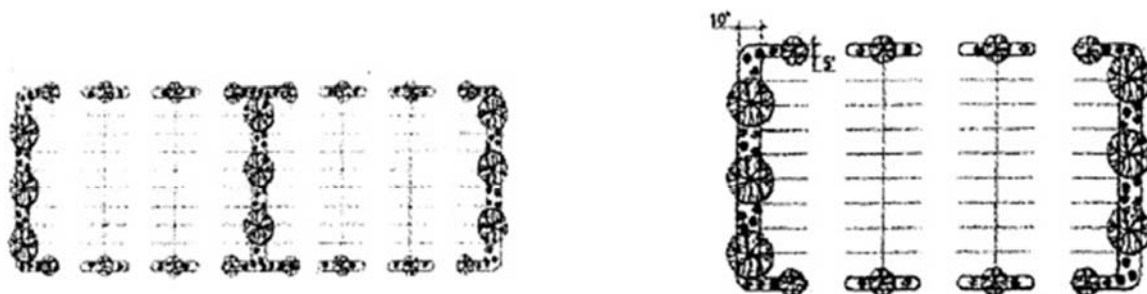
(B) The maximum number of parking spaces provided shall not exceed the minimum number of spaces ~~required plus~~ **required plus** and an additional 20% of parking spaces, except as otherwise provided in this Development Code, ~~without specific approval by the Community Development Director or designee.~~ **Parking spaces exceeding 120% of the minimum required may be approved at the discretion of the Planning and Zoning Commission through the design review process.**

(C) Parking lots shall be designed with a clear hierarchy of circulation with major access drives providing access from the major street, major circulation drives forming circulation through the parking area and parking aisles whose purpose is to provide access to parking spaces.

(D) ~~An agreement for~~ **Reciprocal** access between adjacent commercial developments is required.

(E) Large parking lots shall be divided into a series of smaller lots of approximately 150 spaces each, using ~~raised~~ **landscape** island(s) at least ten feet in width, and at least ~~500~~ **380** square feet in total area, located along ~~the sides of the parking areas to separate~~ **break up** large expanses of parking areas. **A hierarchy of drive aisles shall be used to identify the primary on site circulation routes from secondary drive aisles that provide direct access and maneuvering for**

parking spaces. Walkways ~~should be considered~~ **may be located within** as a part of these landscape areas. ~~Raised~~ **Landscape strips islands** at least five feet wide and at least 95 square feet in total area, ~~should~~ **shall** be located **between spaces at regular intervals and** on the ends of parking rows, extending the full length of parking spaces.



Large Parking Lots

~~Additional landscape islands should be considered~~ **Diamond shaped tree planters shall be provided** in the interior of the individual parking areas to provide shade ~~and break up large expanses of parking area~~. **Diamond planters in multi-family, commercial, office, and industrial development shall be uniformly distributed between landscape islands. Such planters shall be a minimum of five feet square in size, oriented in a diagonal fashion, and shall occur at the following minimum frequencies:**

<b>Frequency</b>	<b>Type of Development</b>
One (1) island/twelve (12) spaces	Multi-Family Residential
One (1) island and two (2) diamond planters/fifteen (15) spaces	Commercial
One (1) island and two (2) diamond planters/fifteen (15) spaces	Office
One (1) island/twenty (20) spaces	Industrial

Parking lots with more than 20 spaces shall provide an equal number of landscape islands and planters as prescribed above. Refer to §150.138 for additional parking area landscape requirements. As part of design review, town staff shall review parking lot and landscape layouts to determine if they are in keeping with the requirements of this Development Code.

(F) Parking areas may be combined and share the required landscape buffers.

(G) Parking lots shall be separated from the sides of buildings by a raised walkway with a minimum width of six feet.

(H) All commercial, office, multi-family, and manufactured home developments shall provide a minimum six-foot wide sidewalk connection through the parking lot from the public right-of-way, or public sidewalk, where provided, to the building entry or interior sidewalk network.



### **~~150.162~~ ALTERNATIVE DESIGN STANDARDS.**

~~(A) (1)~~ To provide flexibility in design and development of projects, ~~alternative design standards~~ **additional parking spaces may be considered through the design review process.** ~~are provided.~~ The total number of parking spaces may be increased by 10% above the maximum **allowed** for each additional 2-1/2% increase in total landscape area, ~~exceeding in addition to the minimum required amount landscape area.~~ However, in no case may the total number of parking spaces be increased by more than 40% above the base maximum allowed.

~~(B)~~ **(1)** In the case of fractional results in calculating parking requirements, the required number shall be rounded up to the nearest whole number if the fraction is 0.5 or greater.

~~(C)~~ **(2)** All uses not specifically designated, or similar to a specified use, shall have parking space requirements determined by the ~~Planning Director~~ **Community Development Director, or designee.**

~~(D)~~ In multi-family, commercial and industrial districts, handicapped parking spaces shall be provided at the ratio of three spaces for the first 50 parking spaces provided, and one space for each 20 spaces thereafter.

### **~~VI. 150.163~~ PARKING SPACE ALLOCATION REQUIREMENTS.**

<i>Use</i>	<i>Minimum Standards</i>
<b><i>Residential</i></b>	
Single residences, duplexes and detached dwellings	2 spaces per dwelling unit
Mobile home	1 space per unit
<b><i>Multiple residence and apartments</i></b>	
Efficiencies and studios	1 space per dwelling unit
One and 2 bedroom unit	1-1/2 spaces per dwelling unit
Two+ bedroom units	2 spaces per dwelling unit
All apartment developments with five or more units shall also provide guest parking and recreational vehicle parking	1 space per 10 dwelling units
Condominium and town homes	2 spaces per unit plus 1 guest space for each additional and 1 recreational vehicle park for each 10 units
Boarding house or similar facility	1 space per each 2 guest rooms plus 2 spaces for the dwelling unit
<b><i>Public assembly and schools</i></b>	
Churches and clubs, lodges and fraternal buildings, assembly halls, funeral homes, community centers, libraries, auditoriums and theaters	1 space for each 75 square foot of indoor floor area used for public assembly
Schools, kindergarten through ninth grade	1 space per 375 square foot indoor floor area



High schools, academies, colleges, universities, trade or vocational schools	1 space per 200 square foot indoor floor area
<b><i>Health care</i></b>	
Medical or dental offices and out-patient	1 space per 150 square foot indoor floor area clinics
Hospitals, nursing and convalescent homes	1 space per 400 square foot indoor floor area
Day nurseries	1 space per 375 square foot indoor floor area, but not less than 5
Retail and other commercial developments	1 space per 300 square foot floor area

<b><i>Use</i></b>	<b><i>Minimum Standards</i></b>
<b><i>Independent commercial buildings and uses</i></b>	
General offices and/or retail and services	1 space per 300 square foot floor area
General auto repair. Garage, service station, car wash and drive-through lubrication shops	1 space per 300 square foot floor area, including service bays, wash tunnels and retail areas
Hotel and motel	1 space per room or suite or rooms plus 1 space for each 25 rooms for truck trailers and recreational vehicles, the space is to be 10 feet by 75 feet
Restaurant and/or bar	1 space per 50 square foot floor area and outdoor seating area
Outdoor sales and service areas (car lots, plant nurseries, building supplies and the like)	1 space per 375 square foot indoor floor area, of sales and service building, but not less than 4 spaces per use
<b><i>Recreation</i></b>	
Bowling alleys	5 spaces per lane plus ancillary use requirements
Theaters	1 space for every 3 patron seats
Golf course	1 space per 2 practice tees in driving range plus 4 spaces per green plus ancillary use requirements
Miniature golf, amusement parks and water slides	1 space per 500 square foot outside recreation area
Health spas and/or clubs, gyms and tennis, handball, racquetball courts and/or clubs	1 space per 100 square foot indoor floor area, excluding courts, which require 2 spaces per court

Skating rinks and dance halls	1 space per 75 square foot gross floor area used for recreational activities and ancillary use requirements
<b><i>Industrial buildings and uses</i></b>	
Industrial buildings and uses	2 spaces for every 3 employees on the shift with the greatest number of employees
<b><i>Independent industrial buildings and uses</i></b>	
Warehouses	One space per 900 square foot floor area
Manufacturing	One space per 600 square foot floor area

<b>Use</b>	<b>Minimum Required Spaces</b>
Automobile Sales Lot - New or Used	1/200 SF of building plus 1/10 outdoor vehicle display spaces
Bowling Alleys	4/bowling lane + 1/employee on largest shift + 2/billiard table + 1/5 seats in visitor's gallery
Boarding House, Lodge or Similar Facility	1/guest room + 2/dwelling unit
Business or Vocational School	1/150 SF of Gross Floor Area
Child Care or Day Nursery	1/200 Sf of Gross Floor Area
Churches	1/4 fixed seats in main auditorium/sanctuary or 1/30 SF of floor area + 1/250 SF of office and classroom
Commercial / Retail	1/200 SF of Gross Floor Area
Community or Recreation Buildings	1/200 SF of Gross Floor Area
Dwellings	
Single-Family	2/dwelling unit
Duplexes or Detached Dwellings	2/dwelling unit
Townhouse	2/dwelling unit + 1 guest space for every 5 dwelling units
Manufactured Home	2/dwelling unit
Efficiency Units and Studios	1.5/dwelling unit
Multi-Family	2/ 1 and 2-bedroom dwelling units; 2.5/ 3 or more bedrooms + 1 guest space for every 55 dwelling units + 1 recreational vehicle space for every 10 dwelling units
Senior/Assisted Living Facilities	.75/ dwelling unit

Independent Living Facilities	1.25/dwelling unit
Elementary Schools, K-9th Grade	1/staff + 1/3 seats in public assembly
Funeral Homes and Mortuaries	1/3 seats in the viewing room + 1/30 SF of public assembly + 1/funeral service vehicle + 1/employee
Furniture Store	
Up to 10,000 SF	1/200 SF of retail floor area
10,001 SF or Greater	1/350 SF of retail floor area
Golf Course	
Public	1/200 SF of Gross Floor Area + 1/2 practice tees in driving range + 4/each green in play
Private/Semi-Private	1/200 SF of Gross Floor Area + 2/each green in play
Health Spa, Gyms, Tennis, Handball, Racquetball Courts and/or Clubs	1/100 SF of Gross Floor Area + 2/court of play
High Schools	1/each staff + 1/3 students + 1 visitor space for every 10 staff and student space
Hospitals	1/each bed + 1.5/employee during peak shift + 20 for emergency room services
Hotels and Motels	1/guest room or unit + 1/200 SF office + 1/each cleaning staff + 1-10'x75' truck space/15 units
Industrial	
Manufacturing	1/500 SF of Gross Floor Area
Warehouse	1/500 SF of Gross Floor Area
Garage, General Auto Repair, Service Station Car Wash w/o Convenience Store	1/300 SF of Gross Floor Area
Convenience Store with Gas Pumps	1/gas pump + 1/75 SF of Gross Floor Area
Office	
General	1/200 SF of Gross Floor Area
Medical	1/100 SF of Gross Floor Area
Financial Institution	1/200 SF of Gross Floor Area
Outdoor Sales, Plant Nursery, Building Supplies w/ Office	1/300 SF of Gross Floor Area

Restaurant, Cafes, Bars, Taverns	1/50 SF of Net Floor Area including outdoor seating areas (excludes hallways, restrooms, storage) + 100 linear feet of queuing for drive-thru window
Theaters, Auditoriums, and Similar	1/3 fixed seats or 1/400 SF + 1/employee on largest shift
Museums, Art Galleries, and Similar	1/200 SF of Gross Floor Area
Handicapped Space Requirements	
Multi-Family Dwellings, Commercial, Retail, Office, Manufacturing, Warehousing, Recreational Facilities	1/25 spaces of vehicle parking

(A) *Handicapped Parking.* Handicapped parking shall comply with the requirements of the Americans with Disabilities Act, including all regulations adopted pursuant to that act, and to the following:

1. Each public and private parking lot is required to provide a minimum of one van accessible (handicap) parking space, of the minimum required accessible parking spaces as prescribed by the Americans with Disabilities Act.
2. Accessible parking spaces must be the closest spaces to the building's accessible entrance.
3. An accessible aisle must connect directly to the accessible route.
4. Accessible parking spaces and parking aisle must be level with no slope greater than 1:50.
5. All accessible parking spaces shall be designated with an unobscured vertical sign that shows the universal symbol of accessibility and references A.R.S. §28-881 et seq.
6. (D) In multi-family, commercial and industrial districts, handicapped parking spaces shall be provided at the ratio of three spaces for the first 50 parking spaces provided, and one space for each 20 spaces thereafter.

## **VII. ~~150.164~~ OFF-SITE STREET LOADING REQUIREMENTS.**

(A) *Minimum loading space.* Commercial and industrial uses requiring delivery shall observe minimum loading space accommodation **within this section including required number of berths.**

(B) *Spaces required.* Every hotel, restaurant, department store, freight terminal or railroad yard, hospital or sanitarium, industrial plant, manufacturing establishments, retail establishment, storage warehouse or wholesale establishment and all other structures devoted to similar mercantile or industrial pursuits which has an aggregate gross floor area of **10,000**~~15,000~~ square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following table:

<i>Square Feet of Aggregate Gross Floor Area Required</i>	<i>Required Number of Berths</i>
Building greater than 10,000 15,000 square feet up to and including 40,000 square feet	1
40,001 square feet up to 100,000 square feet	2
100,001 square feet up to 160,000 square feet	3
160,001 square feet up to 240,000 square feet	4
240,001 square feet up to 320,000 square feet	5
320,001 square feet up to 400,000 square feet	6
400,001 square feet up to 490,000 square feet	7
Each additional 100,000 square feet	1 additional

(C) Any office building 100,000 square feet or larger shall have at least 1 off-street loading berth.

#### **150.165 STANDARDS FOR OFF-STREET LOADING FACILITIES.**

~~—All off-street loading facilities shall conform to the following standards:~~

(A D) *Dimensions.* Unless otherwise specified in these zoning regulations, berths required shall be at least 45 feet in length and all loading berths shall be at least 12 feet in width and 14 feet in height, exclusive of aisle and maneuvering space.

(B E) *Locations.*

(1) The space may occupy all or any part of any required yard space, except front and side yards, and shall not be located closer than 50 feet to any lot in any residential zone unless separated from the zone by a screening wall with a height of eight feet, a 20-foot landscape buffer with at least 50% of the view obscured by evergreen plant material or a combination of the above as approved by the ~~Planning Director~~ **Community Development Director or designee** or the Planning and Zoning Commission.

(2) Sufficient room for turning and maneuvering vehicles shall be provided on the site so that vehicles shall cross a property line only by driving forward. Driving over curbs or pavement rails is prohibited.

(3) Each loading berth shall be accessible from a street or alley or from an aisle or drive connecting with a street or alley, without traversing a residential district.

(4) Off-street loading facilities for a single use shall not be considered as providing required off-street loading facilities for any other use.

(5) If more than one use is located on a site, the number of loading berths provided shall be equal to the sum of the requirements prescribed in this Development Code for each use.

(6) ~~If more than one use is located on a site and~~ For sites with multiple tenants or uses, the total aggregate floor area of all uses shall be computed together to determine the minimum number of ~~the gross floor area of each use is less than the minimum for which loading berths are required but the aggregate gross floor area is greater than the minimum for which~~ loading berths are required. Off street loading berths shall be provided as if the aggregate gross floor area were used for the use requiring the greatest number of loading berths.

#### **150.166 IMPROVEMENT STANDARDS.**

(~~A~~ F) The loading area, aisles and access drives shall be paved and maintained to provide a durable, dustless surface and shall be so graded and drained to dispose of surface water without damage to private or public properties, streets or alleys.

(~~B~~ G) Bumper rails shall be provided at locations where needed for safety or to protect property.

(~~C~~ H) The loading area is to be illuminated and lighting shall be deflected away from the abutting residential site so as not to cause glare. Refer to Section 150.090 for additional lighting requirements.

#### **150.167 COMPLIANCE.**

(A I) Off-street loading facilities shall be located on the same site with the use for which the berths are required.

(~~B~~ J) ~~Proposed changes of use or enlargement of a site or structure shall be required to~~ At the time of initial occupancy, major alterations or enlargement of a site, or of completion of construction of a structure or of a major alteration or enlargement of a structure, there shall be provided by the owner, furnish a calculation report of identifying the required number off-street loading berths requirements with the Site Plan Design Review application. The number of loading berths provided for a major alteration or enlargement of a site or structure shall be in addition to the number existing prior to the alteration or enlargement.

(~~C~~ K) Space allocated to any off-street loading berth shall not be used to satisfy the space requirements for any off-street parking facility.

(~~D~~ L) No regular repair work or servicing of vehicles shall be conducted in a loading area.

### **VIII. DIMENSIONS AND CIRCULATION**

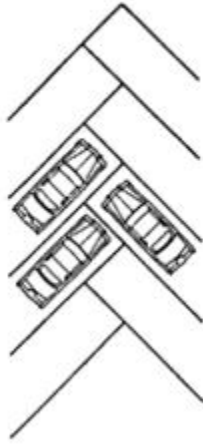
(A) *Parking Spaces.* Each parking space shall contain a rectangular area at least nineteen feet long (including a maximum of an eighteen-inch overhang) and nine feet wide.

(B) *Parking Aisles.* Parking aisle widths shall conform to the following table, which varies the width requirement according to the angle of parking:

	Parking Angle				
	90°	60°	45°	30°	0°
	Required Aisle Width				

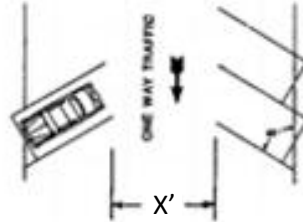
One-Way Traffic	24 ft.	18 ft.	13 ft.	12 ft.	13 ft.
Two-Way Traffic	24 ft.	23 ft.	21 ft.	20 ft.	19 ft.

Interlocking or Herringbone

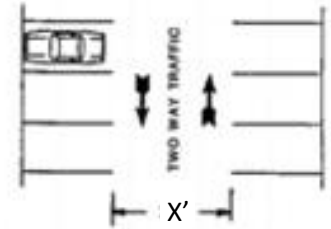


**Not Permitted Design**

ANGLED



PERPENDICULAR



**Permitted Designs**

(C) *Commercial Parking Areas Adjacent to Residential Districts.* Commercial parking areas adjacent to residential districts and not separated by a public street shall have installed and maintained a solid decorative masonry wall six feet in height on the commercial district boundary line. This solid decorative masonry wall shall be reduced to four feet in height when located within the front yard area of the property abutting a residential district.

(D) *Driveways.* Driveways shall be provided only at locations approved by the Town Engineer. Driveways shall not be located less than thirty feet from any street intersection.

(E) *Passenger Drop-Off Points.* Drop-off points separated from street traffic and readily accessible without hazardous maneuvering, shall be provided in conjunction with the following uses: hotels, motels, hospitals and clinics, educational facilities with fifty or more pupils, daycare centers, religious facilities with one hundred or more seats, transit terminals, major recreational facilities, commercial airports, public buildings and offices and financial services.

(F) *Access and Maneuvering for Fire and Refuse Trucks.* Parking lots shall have the necessary dimensions for the on-site maneuvering of refuse vehicles and fire trucks.

## IX. ELECTRIC VEHICLE PARKING

### (A) Application

The Electrical Vehicle parking standards established in this section are intended to promote sustainability and alternative transportation practices.

### (B) Designation of Electric Vehicle parking space

- (1) Parking lots containing 20 or more spaces, serving multiple unit dwellings, , or located within 100 feet from a highway or major arterial street shall include the installation of conduits to at least one percent of parking spaces in anticipation of a

need for Electric Vehicle Charging Stations. Fractional parking space amounts shall be rounded up to the nearest whole number.

- (2) *Signs or Markings.* Upon designation of a parking space or spaces for the exclusive use of Electric Vehicles (a) Signs or markings shall be placed to give adequate notice that the parking space or spaces are restricted and to be used only for Electric Vehicles.





**NOTICE OF PUBLIC HEARING  
TOWN OF FLORENCE  
TOWN COUNCIL**

Notice is hereby given that the Town Council of the Town of Florence, Arizona will hold a **Public Hearing** on Tuesday, **February 19, 2019** at **6:00 PM** at Florence Town Hall located at 775 North Main Street, Florence, Arizona, 85132 to discuss the following Text Amendments to the Town of Florence Land Development Code:

**ORDINANCE 667-18:** An Ordinance of the Town of Florence, Pinal County, Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Definitions, and Part 3 Sign Regulations Sections 150.092 to 150.130 (Case# PZ-18-33 ORD.)

**ORDINANCE 668-19:** An Ordinance of the Town of Florence, Pinal County, Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Definitions, and Part 7 Parking; Loading and Unloading Sections 150.156 to 150.167 (Case# PZ-18-34 ORD.)

All members of the public are invited to attend and participate in the public hearing. A detailed description of these proposed Text Amendment applications are available for viewing at the Town of Florence Community Development building located at 224 W. 20<sup>th</sup> Street, Florence, Arizona, Monday thru Friday from 8 a.m. to 5 p.m. The Department can be reached by phone at (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

**Display Ad;** No. of publications: One; date of publication: January 31, 2019.

**EXHIBIT A**  
**PROPOSED PARKING CODE AMENDMENTS**  
**Town of Florence Development Code**

(11/26/2018)

The following text in **red** are proposed additions to the Development Code and text with a ~~strike through~~ are proposed for deletion:

**DEFINITIONS**

**§ 150.031 DEFINED WORDS.**

**COMMUNITY DEVELOPMENT DIRECTOR.** Interprets the meaning and intent of the General Plan and the Development Code.

**DRIVEWAY.** That portion of a parcel adjacent to a parking area that is used for ingress to and egress from the parcel.

**ELECTRIC VEHICLE CHARGING STATION.** Equipment that has as its primary purpose to transfer electric energy to a battery or other energy storage device on an electric vehicle.

**ELECTRIC VEHICLE.** A vehicle that operates, either partially or exclusively, on electrical energy from the electrical grid, or an off-grid source, that is stored on board for motive purposes.

**GROSS FLOOR AREA.** The total area of a building calculated by measuring the outside dimensions of all the building's floor levels excluding non-habitable attics and crawl spaces.

**NET FLOOR AREA.** The gross floor area minus hallways and corridors, restrooms, storage rooms, equipment rooms and other non-habitable rooms within a building.

**PARKING AREA.** The total area including parking spaces, parking aisles, required parking landscape areas and walkways, and loading and unloading areas.

**PARKING SPACE.** That portion of the parking area required for the parking of one vehicle that is a permanently surfaced area, enclosed or unenclosed, having an area of not less than 180 square feet which will accommodate a car, minimum width nine feet. Parking as used in this Development Code is to mean off-street parking with access from streets or secondary means or as approved by subdivision plat or site plan.

**USE.** The purpose or activity for which a building, parcel or structure is arranged, designed, occupied or maintained. For the purpose of calculating parking demand for a parcel, more than one use may be allocated to a single parcel.

## **Part 7. 150.156 PARKING; LOADING AND UNLOADING**

### **I. 150.156 PARKING AREAS. PURPOSE**

~~—Parking areas required herein shall be provided, improved and maintained in accord with the following specifications.~~ The purpose of this section is to minimize congestion on public streets, provide minimum requirements for off-street vehicle parking facilities and to promote the safety and welfare of the public.

### **150.157 PARKING STANDARDS PERTAINING TO ALL DISTRICTS.**

### **II. 150.158 GENERAL REQUIREMENTS FOR ALL SPACES. OFF-STREET PARKING.**

- (A) No building permit shall be issued until the applicant has presented satisfactory evidence to the ~~Planning Director~~ **Community Development Director**, or designee, that he or she owns or has otherwise available for his or her use, sufficient property to provide required parking, **required landscaping, and other site improvements required by this code.**
- (B) No additions to or enlargement of an existing building or use shall be permitted unless parking requirements are met for the entire building or use.
- (C) For new buildings, building expansion or conversions, **and changes of use**, plans must show the arrangement of required parking spaces, and indicate sufficient space for turning **and back-up maneuvers, refuse screening**, and adequate ingress and egress by patrons and delivery vehicles to the parking area before a permit is granted. Plans shall be submitted **to scale and fully dimensioned** to the ~~Planning Director~~ **Community Development Director**, or designee, for approval prior to the permit being granted.
- (D) When the use of an existing building, structure, or premises is changed such that the change requires an increase in the total number of required parking spaces for the parcel of greater than ten percent or twenty spaces, whichever is greater, then such additional parking spaces and parking and loading areas shall be provided for the entire building, structure or premises either on the premises or by joint off-site parking agreement. When the use of any existing building, structure or premises is changed such that an increase in parking spaces is less than ten percent of the total required for the site or twenty spaces, whichever is less, then the change of use or intensity is exempt from the requirements of this section related to parking quantities.
- (E) ~~(A) Required~~ All parking and loading spaces, maneuvering areas, driveways and fire lanes shall be paved with asphaltic; concrete or masonry; **pavers; cement concrete; penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate; and/or a stabilization method approved by the Town.** Through the site plan and design review process, the Town may permit up to 20 percent of the required parking to be of a pervious surface to reduce heat-island and run-off effects. All parking surfaces must be designed to a sufficient thickness to withstand repeated vehicular traffic **and receive approval from the Town Engineer.**
- (F) ~~(B)~~ All vehicular egress from parking lots to public right-of-way shall be by forward motion only, except in the case of single-family and 2-family residences fronting on a local street or a primary or secondary collector street.

- (G) ~~(C)~~ Tandem arrangement of required parking spaces is prohibited, except as otherwise permitted by this Development Code.
- ~~(D) Permanent use of off-street parking areas for other than the purpose shall constitute a violation of this Development Code. Should the owner or occupants of a building change the use of the building and thus increase the requirement for off-street parking, it shall constitute a violation of this Development Code, until the parking requirements have been complied with.~~
- (H) The use of an off-street parking space for the storage of merchandise, supplies, equipment, vehicles for sale or rent, vehicles used for business identification signage, or for repair of vehicles, is prohibited. The temporary use of on-site parking spaces for the purposes of construction staging may be permitted in conjunction with an active building permit. Minimum required on-site parking spaces shall be maintained for all active uses for the duration of construction.
- (I) All parking areas and landscaping shall be maintained in good condition. Maintenance shall include, but not limited to, fixing potholes, filling cracks, landscaping, and maintaining the appearance of the parking area.
- (J) Construction of required parking areas shall be completed in accordance with this section prior to commencement of the use or occupancy of the parcel, building or structure.

### **III. ~~150.159~~ PARKING STANDARDS FOR MULTI-FAMILY, NONRESIDENTIAL, OR MIXED-USES, AND PUDs.**

(A) ~~Mixed-uses~~ *Uses* computed separately. In case of ~~mixed~~-multiple uses on a site, the total requirements for off-street parking space shall be the sum of the requirements of the various uses computed separately.

(B) *Maintenance*. It shall be the joint and separate responsibility of the lessee and owner of the principal use, uses or building to maintain in a neat and adequate manner, the parking space, access ways, striping, landscaping and required fences or screening.

(C) *Parking area improvements*. For multi-family residential, commercial, industrial and PUD districts, the following shall apply:

(1) Parking areas shall be screened from street view and residential development by a berm, and/or wall (minimum of three feet in height), with landscaping.

(2) Lights illuminating a parking space shall be arranged and ~~screened~~ shielded to reflect light away from adjoining residences and streets. Light standards shall be a maximum height of 24 feet. Refer to Section 150.090 for additional parking area lighting requirements.

(3) Except where a wall is required, a minimum six-inch high curb or permanently attached or affixed bumper guard shall be constructed so that no part of a vehicle extends beyond the property line.



Parking Area Improvements

(D) *Access.* Off-street parking space shall be connected with a public street by a paved driveway, which affords safe and reasonably convenient ingress and egress. The minimum width of driveways shall be 40 feet where ~~if ingress and egress are the same~~ **right and left turn egress is proposed. If only a single ingress and egress lane is proposed, the minimum width required shall be 32 feet.** If ingress and egress are by separate drives, then the minimum width of each drive shall be 20 feet.

(E) *Parking space location.* All required parking spaces for non-residential or mixed uses shall be located on the lot upon which the use is located or on an adjacent lot. Required parking spaces for multi-family, commercial or industrial use may be located on an adjacent lot in another district (other than in a single-family residential district).

(F) *Joint use ~~or non-simultaneous use~~ parking for **mixed use or PUD.***

(1) If an applicant for a mixed use PUD **or in any multi-family or Employment/commercial district** can demonstrate through a parking study supplied by the applicant and approved by the ~~Planning Director~~ **Community Development Director** or designee that the peak parking demand for the mixed uses will be less than the sum of the parking spaces required for each use served, a reduction in spaces may be allowed.

(2) The approved joint use parking plan shall specify the typical hours of operation with anticipated periods of greatest parking demand for all uses within the development and shall indicate the number, location and convenience of pedestrian access of all spaces available to serve each use.

(3) The joint use parking plan shall remain on file with the ~~Planning and Zoning Department~~ **Town** for the purpose of monitoring the continued adequacy of available parking.

(4) At the time of joint use parking plan approval, or at any subsequent time when uses, intensities of use or hours of operation may be expanded or otherwise change, or upon findings that the parking facilities are inadequate, the ~~Planning Director~~ **Community Development Director**, or designee, may require additional site area to be provided, and as necessary, improved to supply additional parking facilities.

(5) **Joint use parking plans shall include the necessary perpetual cross-access and shared parking easements as required by the Town and recorded in a form approved by the Town Attorney. Any request for reduction of minimum required parking shall be substantiated by**

calculations based on Urban Land Institute (ULI) standards and in a manner acceptable to the Town.

(6) Off-site parking areas may be approved by the Community Development Director if the parking area is within three hundred feet of the associated business or use as part of a development plan when it can be demonstrated to be of benefit to the public interest.

#### **IV. ~~150.160~~ PARKING STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL USES.**

(A) *Parking space location.* No part of any vehicle parked in the front yard of a single-family or 2-family residence lot shall extend over the public right-of-way or sidewalk, pavement edge or street curb where no sidewalk exists; ~~nor shall any vehicle be parked in a manner to obstruct the sight visibility of a sidewalk or right of way in accordance with the Town's engineering standards. within the area formed by a ten-foot by ten-foot triangle as measured, when the side property line is within five feet of a driveway or an improved parking surface located on an adjacent lot.~~

(B) *Parking space allocation and/or improvement standards.* Requirements and directions for the allocation, and design of parking spaces in all residential districts are described for various land uses in Subsection VI Parking Space Allocation Requirements.

(C) *Recreational Vehicle Storage.* Recreational vehicles, boats, and trailers shall be stored behind a solid six-foot wall with view obscuring gates. They may be located in front of a wall for a period not to exceed 72 hours for the purpose of preparing for travel or prior to storage.

#### **V. ~~150.161~~ PARKING STANDARDS; CALCULATIONS.**

Calculations to determine the required number of parking spaces, and the design of the space shall consider the following:

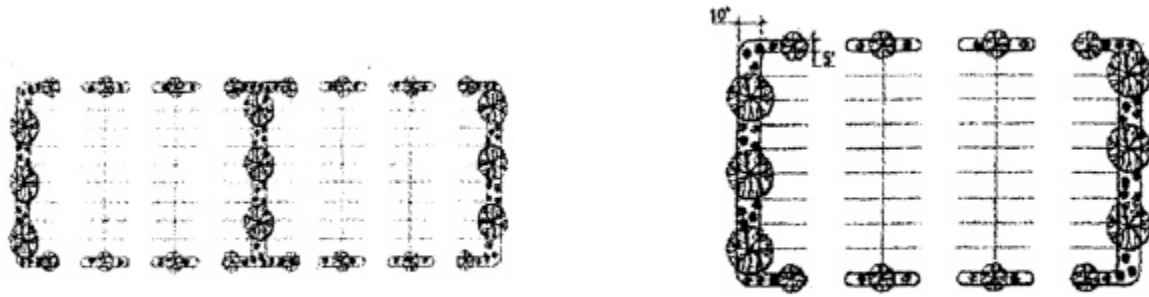
(A) Minimum standards for parking space allocation shall be subject to the requirements of this Development Code.

(B) The maximum number of parking spaces provided shall not exceed the minimum number of spaces ~~required plus~~ and an additional 20% of parking spaces, except as otherwise provided in this Development Code; ~~without specific approval by the Community Development Director or designee. Parking spaces exceeding 120% of the minimum required may be approved at the discretion of the Planning and Zoning Commission through the design review process.~~

(C) Parking lots shall be designed with a clear hierarchy of circulation with major access drives providing access from the major street, major circulation drives forming circulation through the parking area and parking aisles whose purpose is to provide access to parking spaces.

(D) ~~An agreement for~~ Reciprocal access between adjacent commercial developments is required.

(E) Large parking lots shall be divided into a series of smaller lots of approximately 150 spaces each, using ~~raised~~ landscape island(s) at least ten feet in width, and at least ~~500~~ 380 square feet in total area, located along ~~the sides of~~ the parking areas to ~~separate~~ break up large expanses of parking areas. A hierarchy of drive aisles shall be used to identify the primary on site circulation routes from secondary drive aisles that provide direct access and maneuvering for parking spaces. Walkways ~~should be considered~~ may be located within as a part of these landscape areas. ~~Raised~~ Landscape strips islands at least five feet wide and at least 95 square feet in total area, ~~should~~ shall be located between spaces at regular intervals and on the ends of parking rows, extending the full length of parking spaces.



Large Parking Lots

~~Additional landscape islands should be considered~~ Diamond shaped tree planters shall be provided in the interior of the individual parking areas to provide shade and break up large expanses of parking area. Diamond planters in multi-family, commercial, office, and industrial development shall be uniformly distributed between landscape islands. Such planters shall be a minimum of five feet square in size, oriented in a diagonal fashion, and shall occur at the following minimum frequencies:

Frequency	Type of Development
One (1) island/twelve (12) spaces	Multi-Family Residential
One (1) island and two (2) diamond planters/fifteen (15) spaces	Commercial
One (1) island and two (2) diamond planters/fifteen (15) spaces	Office
One (1) island/twenty (20) spaces	Industrial

Parking lots with more than 20 spaces shall provide an equal number of landscape islands and planters as prescribed above. Refer to §150.138 for additional parking area landscape requirements. As part of design review, town staff shall review parking lot and landscape layouts to determine if they are in keeping with the requirements of this Development Code.

(F) Parking areas may be combined and share the required landscape buffers.

(G) Parking lots shall be separated from the sides of buildings by a raised walkway with a minimum width of six feet.

(H) All commercial, office, multi-family, and manufactured home developments shall provide a minimum six-foot wide sidewalk connection through the parking lot from the public right-of-way, or public sidewalk, where provided, to the building entry or interior sidewalk network.

#### **150.162 ALTERNATIVE DESIGN STANDARDS.**

~~(A I)~~ To provide flexibility in design and development of projects, ~~alternative design standards~~ additional parking spaces may be considered through the design review process.~~are~~



~~provided.~~ The total number of parking spaces may be increased by 10% above the maximum ~~allowed~~ for each additional 2-1/2% increase in total landscape area, ~~exceeding in addition to the minimum required amount landscape area.~~ However, in no case may the total number of parking spaces be increased by more than 40% above the base maximum allowed.

~~(B)~~ (1) In the case of fractional results in calculating parking requirements, the required number shall be rounded up to the nearest whole number if the fraction is 0.5 or greater.

~~(C)~~ (2) All uses not specifically designated, or similar to a specified use, shall have parking space requirements determined by the ~~Planning Director~~ **Community Development Director, or designee.**

~~(D)~~ In multi-family, commercial and industrial districts, handicapped parking spaces shall be provided at the ratio of three spaces for the first 50 parking spaces provided, and one space for each 20 spaces thereafter.

## **VI. 150.163 PARKING SPACE ALLOCATION REQUIREMENTS.**

<i>Use</i>	<i>Minimum Standards</i>
<b><i>Residential</i></b>	
Single residences, duplexes and detached dwellings	2 spaces per dwelling unit
Mobile home	1 space per unit
<b><i>Multiple residence and apartments</i></b>	
Efficiencies and studios	1 space per dwelling unit
One and 2 bedroom unit	1-1/2 spaces per dwelling unit
Two+ bedroom units	2 spaces per dwelling unit
All apartment developments with five or more units shall also provide guest parking and recreational vehicle parking	1 space per 10 dwelling units
Condominium and town homes	2 spaces per unit plus 1 guest space for each additional and 1 recreational vehicle park for each 10 units
Boarding house or similar facility	1 space per each 2 guest rooms plus 2 spaces for the dwelling unit
<b><i>Public assembly and schools</i></b>	
Churches and clubs, lodges and fraternal buildings, assembly halls, funeral homes, community centers, libraries, auditoriums and theaters	1 space for each 75 square foot of indoor floor area used for public assembly
Schools, kindergarten through ninth grade	1 space per 375 square foot indoor floor area
High schools, academies, colleges, universities, trade or vocational schools	1 space per 200 square foot indoor floor area
<b><i>Health care</i></b>	



Medical or dental offices and out-patient	1 space per 150 square foot indoor floor area clinics
Hospitals, nursing and convalescent homes	1 space per 400 square foot indoor floor area
Day nurseries	1 space per 375 square foot indoor floor area, but not less than 5
Retail and other commercial developments	1 space per 300 square foot floor area

<i>Use</i>	<i>Minimum Standards</i>
<b><i>Independent commercial buildings and uses</i></b>	
General offices and/or retail and services	1 space per 300 square foot floor area
General auto repair. Garage, service station, car wash and drive-through lubrication shops	1 space per 300 square foot floor area, including service bays, wash tunnels and retail areas
Hotel and motel	1 space per room or suite or rooms plus 1 space for each 25 rooms for truck trailers and recreational vehicles, the space is to be 10 feet by 75 feet
Restaurant and/or bar	1 space per 50 square foot floor area and outdoor seating area
Outdoor sales and service areas (car lots, plant nurseries, building supplies and the like)	1 space per 375 square foot indoor floor area, of sales and service building, but not less than 4 spaces per use
<b><i>Recreation</i></b>	
Bowling alleys	5 spaces per lane plus ancillary use requirements
Theaters	1 space for every 3 patron seats
Golf course	1 space per 2 practice tees in driving range plus 4 spaces per green plus ancillary use requirements
Miniature golf, amusement parks and water slides	1 space per 500 square foot outside recreation area
Health spas and/or clubs, gyms and tennis, handball, racquetball courts and/or clubs	1 space per 100 square foot indoor floor area, excluding courts, which require 2 spaces per court
Skating rinks and dance halls	1 space per 75 square foot gross floor area used for recreational activities and ancillary use requirements
<b><i>Industrial buildings and uses</i></b>	

Industrial buildings and uses	2 spaces for every 3 employees on the shift with the greatest number of employees
<b><i>Independent industrial buildings and uses</i></b>	
Warehouses	One space per 900 square foot floor area
Manufacturing	One space per 600 square foot floor area

<b>Use</b>	<b>Minimum Required Spaces</b>
Automobile Sales Lot - New or Used	1/200 SF of building plus 1/10 outdoor vehicle display spaces
Bowling Alleys	4/bowling lane + 1/employee on largest shift + 2/billiard table + 1/5 seats in visitor's gallery
Boarding House, Lodge or Similar Facility	1/guest room + 2/dwelling unit
Business or Vocational School	1/150 SF of Gross Floor Area
Child Care or Day Nursery	1/200 Sf of Gross Floor Area
Churches	1/4 fixed seats in main auditorium/sanctuary or 1/30 SF of floor area + 1/250 SF of office and classroom
Commercial / Retail	1/200 SF of Gross Floor Area
Community or Recreation Buildings	1/200 SF of Gross Floor Area
Dwellings	
Single-Family	2/dwelling unit
Duplexes or Detached Dwellings	2/dwelling unit
Townhouse	2/dwelling unit + 1 guest space for every 5 dwelling units
Manufactured Home	2/dwelling unit
Efficiency Units and Studios	1.5/dwelling unit
Multi-Family	2/ 1 and 2-bedroom dwelling units; 2.5/ 3 or more bedrooms + 1 guest space for every 55 dwelling units + 1 recreational vehicle space for every 10 dwelling units
Senior/Assisted Living Facilities	.75/ dwelling unit
Independent Living Facilities	1.25/dwelling unit

Elementary Schools, K-9th Grade	1/staff + 1/3 seats in public assembly
Funeral Homes and Mortuaries	1/3 seats in the viewing room + 1/30 SF of public assembly + 1/funeral service vehicle + 1/employee
Furniture Store	
Up to 10,000 SF	1/200 SF of retail floor area
10,001 SF or Greater	1/350 SF of retail floor area
Golf Course	
Public	1/200 SF of Gross Floor Area + 1/2 practice tees in driving range + 4/each green in play
Private/Semi-Private	1/200 SF of Gross Floor Area + 2/each green in play
Health Spa, Gyms, Tennis, Handball, Racquetball Courts and/or Clubs	1/100 SF of Gross Floor Area + 2/court of play
High Schools	1/each staff + 1/3 students + 1 visitor space for every 10 staff and student space
Hospitals	1/each bed + 1.5/employee during peak shift + 20 for emergency room services
Hotels and Motels	1/guest room or unit + 1/200 SF office + 1/each cleaning staff + 1-10'x75' truck space/15 units
Industrial	
Manufacturing	1/500 SF of Gross Floor Area
Warehouse	1/500 SF of Gross Floor Area
Garage, General Auto Repair, Service Station Car Wash w/o Convenience Store	1/300 SF of Gross Floor Area
Convenience Store with Gas Pumps	1/gas pump + 1/75 SF of Gross Floor Area
Office	
General	1/200 SF of Gross Floor Area
Medical	1/100 SF of Gross Floor Area
Financial Institution	1/200 SF of Gross Floor Area
Outdoor Sales, Plant Nursery, Building Supplies w/ Office	1/300 SF of Gross Floor Area
Restaurant, Cafes, Bars, Taverns	1/50 SF of Net Floor Area including outdoor seating areas (excludes hallways, restrooms, storage) + 100 linear feet of queuing for drive-thru window
Theaters, Auditoriums, and Similar	1/3 fixed seats or 1/400 SF + 1/employee on largest shift

Museums, Art Galleries, and Similar	1/200 SF of Gross Floor Area
Handicapped Space Requirements	
Multi-Family Dwellings, Commercial, Retail, Office, Manufacturing, Warehousing, Recreational Facilities	1/25 spaces of vehicle parking

(A) *Handicapped Parking.* Handicapped parking shall comply with the requirements of the Americans with Disabilities Act, including all regulations adopted pursuant to that act, and to the following:

1. Each public and private parking lot is required to provide a minimum of one van accessible (handicap) parking space, of the minimum required accessible parking spaces as prescribed by the Americans with Disabilities Act.
2. Accessible parking spaces must be the closest spaces to the building's accessible entrance.
3. An accessible aisle must connect directly to the accessible route.
4. Accessible parking spaces and parking aisle must be level with no slope greater than 1:50.
5. All accessible parking spaces shall be designated with an unobscured vertical sign that shows the universal symbol of accessibility and references A.R.S. §28-881 et seq.
6. (D) In multi-family, commercial and industrial districts, handicapped parking spaces shall be provided at the ratio of three spaces for the first 50 parking spaces provided, and one space for each 20 spaces thereafter.

## **VII. 150.164 OFF-SITE STREET LOADING REQUIREMENTS.**

(A) *Minimum loading space.* Commercial and industrial uses requiring delivery shall observe minimum loading space accommodation **within this section including required number of berths.**

(B) *Spaces required.* Every hotel, restaurant, department store, freight terminal or railroad yard, hospital or sanitarium, industrial plant, manufacturing establishments, retail establishment, storage warehouse or wholesale establishment and all other structures devoted to similar mercantile or industrial pursuits which has an aggregate gross floor area of **10,000**~~15,000~~ square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following table:

<i>Square Feet of Aggregate Gross Floor Area Required</i>	<i>Required Number of Berths</i>
Building greater than <del>10,000</del> 15,000 square feet up to and including 40,000 square feet	1
40,001 square feet up to 100,000 square feet	2
100,001 square feet up to 160,000 square feet	3
160,001 square feet up to 240,000 square feet	4
240,001 square feet up to 320,000 square feet	5
320,001 square feet up to 400,000 square feet	6
400,001 square feet up to 490,000 square feet	7
Each additional 100,000 square feet	1 additional

(C) Any office building 100,000 square feet or larger shall have at least 1 off-street loading berth.

#### **150.165 STANDARDS FOR OFF-STREET LOADING FACILITIES.**

~~—All off-street loading facilities shall conform to the following standards:~~

(~~A~~ **D**) *Dimensions.* Unless otherwise specified in these zoning regulations, berths required shall be at least 45 feet in length and all loading berths shall be at least 12 feet in width and 14 feet in height, exclusive of aisle and maneuvering space.

(~~B~~ **E**) *Locations.*

(1) The space may occupy all or any part of any required yard space, except front and side yards, and shall not be located closer than 50 feet to any lot in any residential zone unless separated from the zone by a screening wall with a height of eight feet, a 20-foot landscape buffer with at least 50% of the view obscured by evergreen plant material or a combination of the above as approved by the ~~Planning Director~~ **Community Development Director or designee** or the Planning and Zoning Commission.

(2) Sufficient room for turning and maneuvering vehicles shall be provided on the site so that vehicles shall cross a property line only by driving forward. Driving over curbs or pavement rails is prohibited.

(3) Each loading berth shall be accessible from a street or alley or from an aisle or drive connecting with a street or alley, without traversing a residential district.

(4) Off-street loading facilities for a single use shall not be considered as providing required off-street loading facilities for any other use.

(5) If more than one use is located on a site, the number of loading berths provided shall be equal to the sum of the requirements prescribed in this Development Code for each use.

(6) ~~If more than one use is located on a site and~~ **For sites with multiple tenants or uses, the total aggregate floor area of all uses shall be computed together to determine the minimum number of** ~~the gross floor area of each use is less than the minimum for which loading berths are required but the aggregate gross floor area is greater than the minimum for which~~ **loading berths**

are **required**. Off street loading berths shall be provided as if the aggregate gross floor area were used for the use requiring the greatest number of loading berths.

#### **~~150.166 IMPROVEMENT STANDARDS.~~**

(~~A~~ **F**) The loading area, aisles and access drives shall be paved and maintained to provide a durable, dustless surface and shall be so graded and drained to dispose of surface water without damage to private or public properties, streets or alleys.

(~~B~~ **G**) Bumper rails shall be provided at locations where needed for safety or to protect property.

(~~C~~ **H**) The loading area is to be illuminated and lighting shall be deflected away from the abutting residential site so as not to cause glare. **Refer to Section 150.090 for additional lighting requirements.**

#### **~~150.167 COMPLIANCE.~~**

(~~A~~ **I**) Off-street loading facilities shall be located on the same site with the use for which the berths are required.

(~~B~~ **J**) **Proposed changes of use or enlargement of a site or structure shall be required to** ~~At the time of initial occupancy, major alterations or enlargement of a site, or of completion of construction of a structure or of a major alteration or enlargement of a structure, there shall be provided by the owner,~~ **furnish a calculation report of identifying the required number** off-street loading berths **requirements with the Site Plan Design Review application.** ~~The number of loading berths provided for a major alteration or enlargement of a site or structure shall be in addition to the number existing prior to the alteration or enlargement.~~

(~~C~~ **K**) Space allocated to any off-street loading berth shall not be used to satisfy the space requirements for any off-street parking facility.

(~~D~~ **L**) No regular repair work or servicing of vehicles shall be conducted in a loading area.

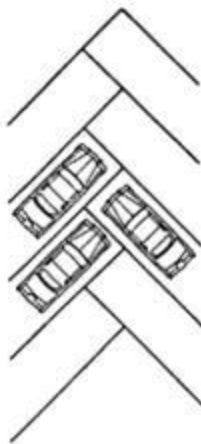
### **VIII. DIMENSIONS AND CIRCULATION**

(A) *Parking Spaces.* Each parking space shall contain a rectangular area at least nineteen feet long (including a maximum of an eighteen-inch overhang) and nine feet wide.

(B) *Parking Aisles.* Parking aisle widths shall conform to the following table, which varies the width requirement according to the angle of parking:

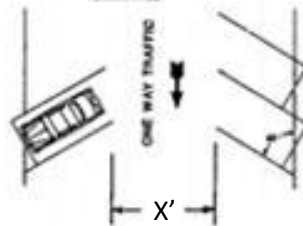
	<b>Parking Angle</b>				
	<b>90°</b>	<b>60°</b>	<b>45°</b>	<b>30°</b>	<b>0°</b>
	<b>Required Aisle Width</b>				
<b>One-Way Traffic</b>	24 ft.	18 ft.	13 ft.	12 ft.	13 ft.
<b>Two-Way Traffic</b>	24 ft.	23 ft.	21 ft.	20 ft.	19 ft.

Interlocking or Herringbone

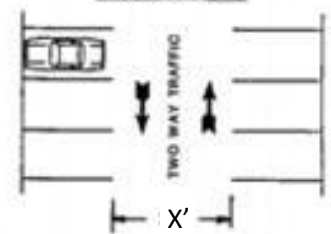


**Not Permitted Design**

ANGLED



PERPENDICULAR



**Permitted Designs**

(C) *Commercial Parking Areas Adjacent to Residential Districts.* Commercial parking areas adjacent to residential districts and not separated by a public street shall have installed and maintained a solid decorative masonry wall six feet in height on the commercial district boundary line. This solid decorative masonry wall shall be reduced to four feet in height when located within the front yard area of the property abutting a residential district.

(D) *Driveways.* Driveways shall be provided only at locations approved by the Town Engineer. Driveways shall not be located less than thirty feet from any street intersection.

(E) *Passenger Drop-Off Points.* Drop-off points separated from street traffic and readily accessible without hazardous maneuvering, shall be provided in conjunction with the following uses: hotels, motels, hospitals and clinics, educational facilities with fifty or more pupils, daycare centers, religious facilities with one hundred or more seats, transit terminals, major recreational facilities, commercial airports, public buildings and offices and financial services.

(F) *Access and Maneuvering for Fire and Refuse Trucks.* Parking lots shall have the necessary dimensions for the on-site maneuvering of refuse vehicles and fire trucks.

## IX. ELECTRIC VEHICLE PARKING

### (A) Application

The Electrical Vehicle parking standards established in this section are intended to promote sustainability and alternative transportation practices.

### (B) Designation of Electric Vehicle parking space

- (1) Parking lots containing 20 or more spaces, serving multiple unit dwellings, may include the installation of conduits to at least five percent of parking spaces in anticipation of a need for Electric Vehicle Charging Stations.
- (2) *Signs or Markings.* Upon designation of a parking space or spaces for the exclusive use of Electric Vehicles (a) Signs or markings shall be placed to give adequate notice

that the parking space or spaces are restricted and to be used only for Electric Vehicles.





# Parking Code Text Amendment

Town Council  
Public Hearing

Ordinance No. 668-19

(Case #PZ-18-34-TA)

February 19, 2019



# Why update off-street parking and loading regulations?

- Last update was 2006
- Need for flexibility to effectively serve various scenarios
- Establish minimum design standards
- Changes in technology and development patterns



# Amendment Timeline

- May 17, 2018 Planning and Zoning Commission Code Amendment Initiation
- June 21, 2018 Planning and Zoning Commission Discussion
- Sept. 20, 2018 Planning and Zoning Commission Work Session
- Oct. 18, 2018 Planning and Zoning Commission Work Session
- Nov. 15, 2018 Planning and Zoning Commission Review/Discussion
- Dec. 4, 2018 Neighborhood Meeting (5-6:30PM Community Center)
- Dec. 20, 2018 Planning and Zoning Commission (public hearing)
- Jan. 2, 2019 Historic District Advisory Committee Review/Discussion
- Jan. 17, 2019 Planning and Zoning Commission (public hearing and action)
- Feb. 19, 2019 Town Council (public hearing and 1st reading)
- \*March 4, 2019 2nd Town Council (action)



# Overview of Changes

- Existing parking is grandfathered, these changes only affect new requests
- Historic District is unique
- Expand the terms & definitions related to parking areas
- Create flexibility in the existing parking requirements
- Update existing standards to reflect best practices and new technologies
- Enhance parking facilities and maintenance responsibilities



# Flexible Parking Regulations

- Reduced requirements for parcels with parking areas of 20 spaces or less
- Increase the maximum allowable parking spaces at the Town's discretion
- Portions of parking areas may now be pervious



# Updated Parking Standards

- Number of required spaces based on use
- Landscape islands for shade and visual enhancement



# Updated Parking Standards

- Dimensions of parking entrances, drive aisles, and parking spaces.
  - Reduced minimum curb cut from 40' to 32'
  - Access and Maneuvering for Fire & Refuse
  - Parking & Drive Aisle dimensions

	Parking Angle				
	90°	60°	45°	30°	0°
	Required Aisle Width				
One-Way Traffic	24 ft.	18 ft.	13 ft.	12 ft.	13 ft.
Two-Way Traffic	24 ft.	23 ft.	21 ft.	20 ft.	19 ft.

# Updated Parking Standards

- Off-site & Joint Use parking expanded
- RV & Trailer storage on residential lots
- ADA space requirements
- Electric Vehicle provisions






# Enhanced Facilities and Maintenance

- Changes of use on a site requiring  $<10\%$  parking increase or  $<20$  spaces are exempt from parking code improvements
- Maintenance responsibilities
- Timeliness of parking improvements for new or expanded uses



# Discussion & Questions



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>5c.</b>
<b>MEETING DATE:</b> February 19, 2019  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> John Nixon, Recreation Superintendent  <b>SUBJECT:</b> Recognition of the 34th Annual Historic Home Tour Committee		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <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 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:**

Recognition of the 34th Annual Historic Home Tour Committee.

**BACKGROUND/DISCUSSION:**

The 34th Annual Florence Historic Home Tour was held on Saturday, February 9th. A total of 18 homes and historic buildings were on display and open from 10:00 a.m. until 4:00 p.m. The tour began downtown at Jaques Square, 8<sup>th</sup> Street and Main. Volunteer ambassadors were present to answer questions and provide direction to our visitors. Visitors walked the tour route or rode trolleys to the outlying historical structures.

The theme for the Home Tour, “Small Town, Big History – Living Within Adobe Walls” described the historic significance of our community as well as the lives and stories contained within the walls of the various historic homes.

In addition to the Home Tour, the Pinal County Historical Museum presented its Vintage Quilt Show, displaying quilts representing historic Florence. The Florence Arts and Culture Commission held its Fourth Annual Quick Draw Artist Contest and Silent Auction. Artists had 90 minutes to complete a portrait or landscape and the finished products were auctioned off at the end of the contest. The contest was held at the Jacob Suter House located at 270 North Pinal Street.

The annual Home Tour event would not be possible without the staff and volunteers on the Home Tour Committee. The Committee began meeting last year following the completion of the 2018 Home Tour to recommend improvements, plan for this year’s

event and work together to showcase Florence to residents and visitors attending the Home Tour.

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

Not Applicable

**FINANCIAL IMPACT:**

Not Applicable

**ATTACHMENTS:**

None

2017/18

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

# *Florence Police Department 2017-2018 Annual Report*



2017/18

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT



### *DEMOGRAPHICS*

Town of Florence	2017	2018
Population	(Census 2010)	(Est.)
Square Miles	62	62

Florence Police Department	2017	2018
Sworn Employees	30 Sworn	30 Sworn
Civilian Employees	12 Civilian	12 Civilian
Total Employees	42 Total Employees	42 Total Employees

2017/18

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT



It is my pleasure to present the Florence Police Department's Annual Report for 2017/2018. Our employees and volunteers are committed to making Florence a great place to live, work and play. This report provides a summary of their work and accomplishments. In this report, we will provide a number of year-end statistics, details regarding services provided by our organization, and much more information highlighting the great work of our team working in partnership with the community. Our organization is made up of highly skilled, committed professionals who take pride in serving our richly diverse community. We greatly appreciate the strong support we receive from our community, elected officials and city management. I am proud of the men and women of the Florence Police Department and I feel fortunate to serve alongside them.

While we have always been an organization with a strong commitment to community partnerships, 2017/2018 saw us work harder on those efforts in order to take our relationship with the community to an even higher level. Employees and volunteers from throughout our department took part in a number of community events in 2017/2018 and we look to do even more of that in 2019 and beyond. We consider ourselves extremely fortunate to have a community that is very engaged and active in partnering with us to achieve our collective public safety goals.

We have been fortunate to have hired employees for almost every position, and currently the department is fully staffed in many areas that provide services directly to the community. We will continue to look for ways to help employees grow in their jobs and develop new skills that will meet the department's vision of being the standard of excellence in policing. Programs like our Citizen Police Academy and Coffee with a Cop are ways we continue to work towards increasing interaction between our residents and our agency. In the coming year we'll have no shortage of community challenges, but I know the department and the employees are committed to solving those issues. I appreciate you taking the time to read our Annual Report and to learn about the Florence Police Department. You can also go to our webpage and find out about the officers who are responsible for your neighborhood by using the beat contacts for problems that impact you. Public safety is a shared responsibility and you can partner with us to keep our community safe. Thank you for learning what you can do in your community to make it a better place.

I hope you enjoy reading our 2017/2018 Annual Report and find the material contained herein to be informative. I wish you all a very happy and safe year!

Sincerely,

Daniel Hughes  
Chief of Police

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

### AMERICA'S SAFEST CITIES AWARDS



When deciding where to live, safety is a top priority. Florence Police Department is committed to ensuring that our community is a safe place to live, work, and play.

“Value Penguin” has analyzed the most recent FBI Crime Reports to determine the safety of cities and towns in Arizona. In 2017 and 2018, Florence was listed as the “**#1 Safest Place in Arizona.**”



# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## MISSION

The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.

## VISION

Professional Service is our Personal Commitment

## VALUES

- Our fundamental mission and first priority is to deliver the best possible service to our citizen customers
- Treat everyone including peers with respect, compassion, patience and consideration
- Always attempt to execute a standard problem-solving solution; **S**can, **A**nalyze, **R**espond and **A**ssess. (SARA)
- Regard everyone as a customer (internal or external)
- Consider how You and what You are doing appears to others
- Don't disqualify the customer with your qualifications
- Basic organizational behavior must become customer-centered
- Strive to continually improve our customer-service performance

# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## Florence Crime Statistics

The charts and graphs below represent the Uniform Crime Reporting (UCR) statistical information that is reported each year to Federal Bureau of Investigation. Part One Crimes are considered major crimes that occur within a community.

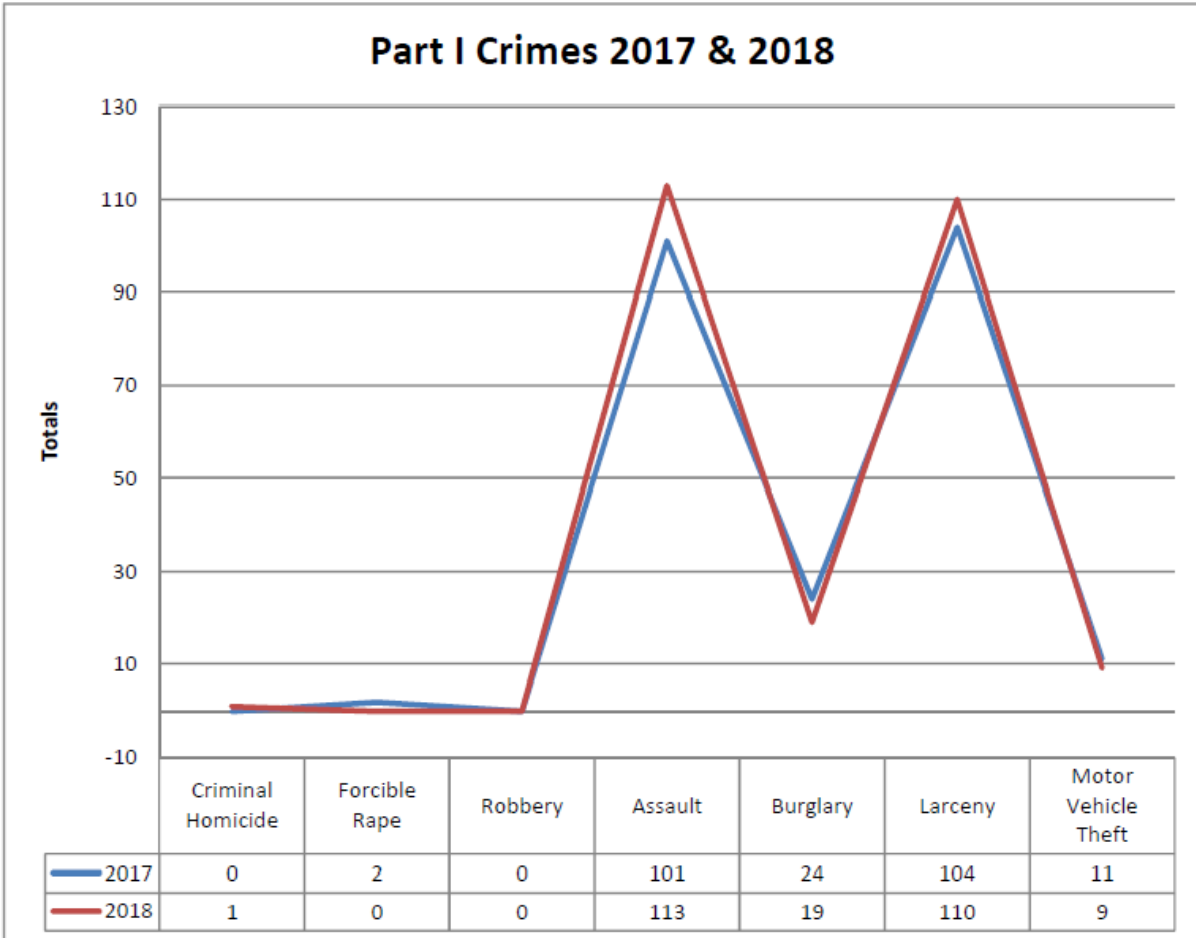
UCR Part 1 Crimes Reported to Police								
Year	Homicide	Forcible Rape	Robbery	Assault	Burglary	Larceny	Motor Vehicle Theft	Total
2014	1	0	0	81	26	139	16	263
2015	1	0	1	93	37	138	15	285
2016	0	0	0	102	40	113	9	264
2017	0	2	0	101	24	104	11	242
2018	1	0	0	112	19	110	9	251

We, at the Florence Police Department view crime as a triangle with each point of the triangle representing one element necessary to complete a crime. Point one is the opportunity to commit a crime, point two is the victim of a crime, and point three is the suspect or perpetrator of the crime. If we can remove any one of these elements/points, we can impact the number of crimes committed. Through crime prevention programs, business and residential surveys we are able to minimize the opportunity to commit property crimes within our community. Neighborhood Watch Programs, educating the public on scams, and teaching residents how to secure their homes and autos has been very beneficial in keeping our communities safe.

Crimes against persons are more difficult as they occur during domestic violence incidents and come from our private prisons. The Florence Police Department does have officers trained to investigate domestic violence and assault calls for service. We also provide victim services for those who might need or benefit from it.

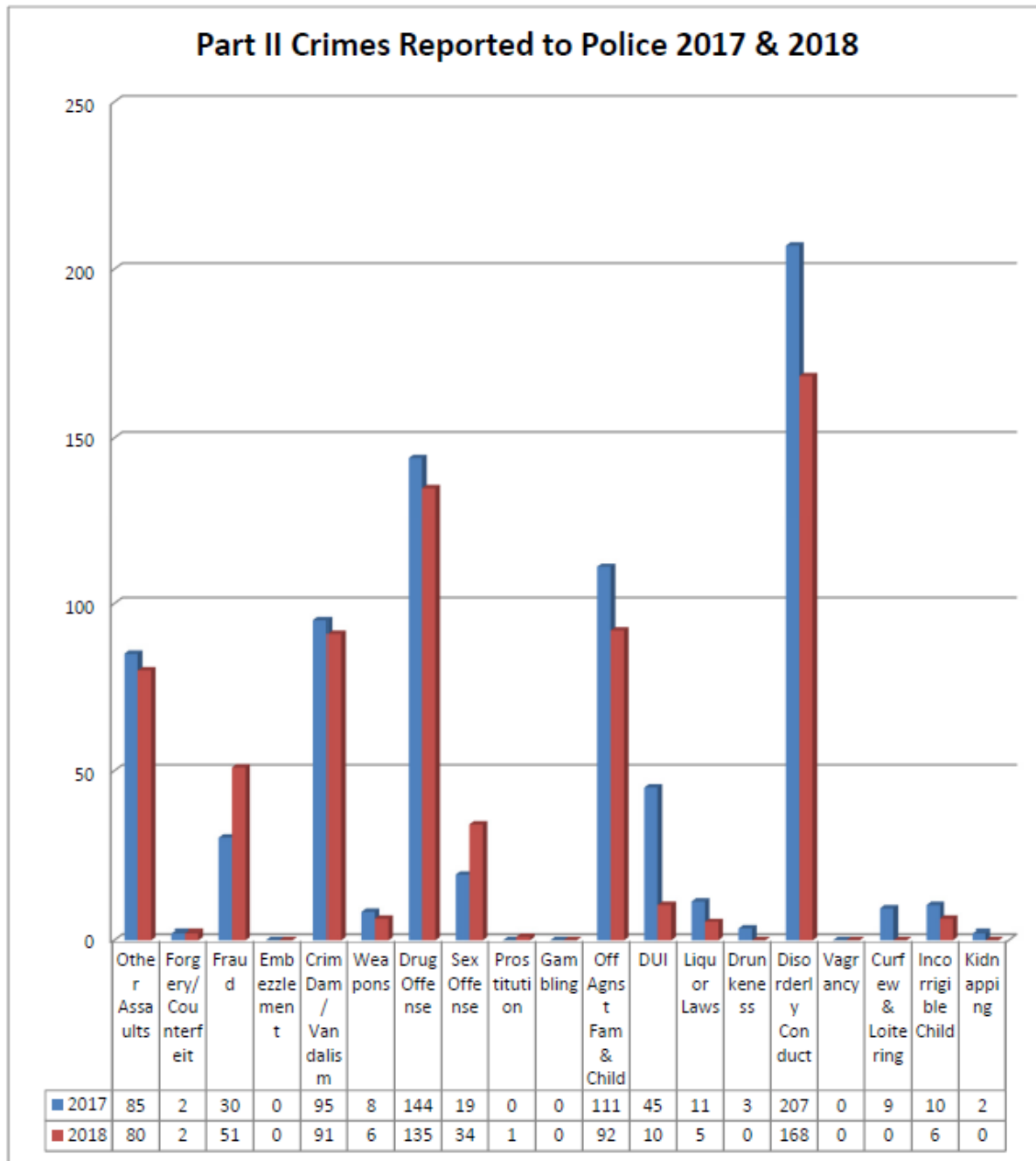
# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## FLORENCE POLICE DEPARTMENT Part I Crimes Reported to Police 2017 & 2018



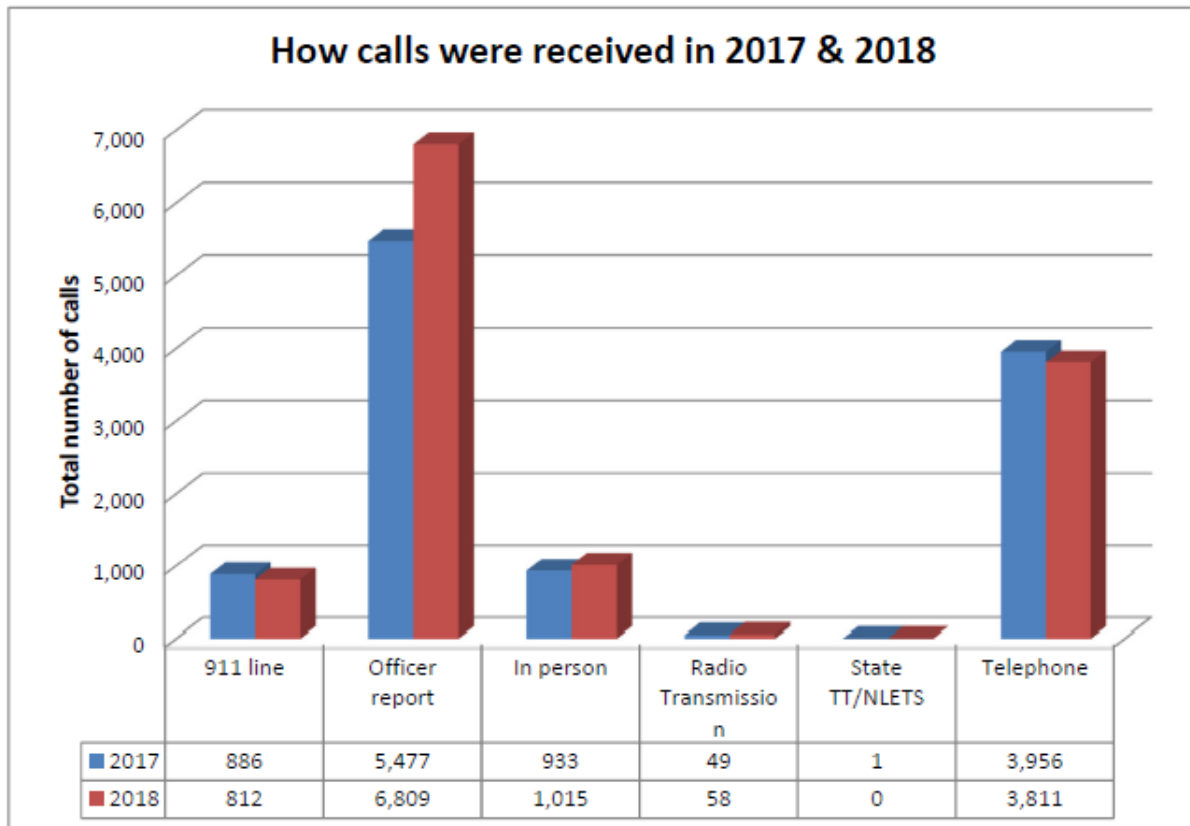
# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## FLORENCE POLICE DEPARTMENT Part II Crimes Reported to Police 2017 & 2018



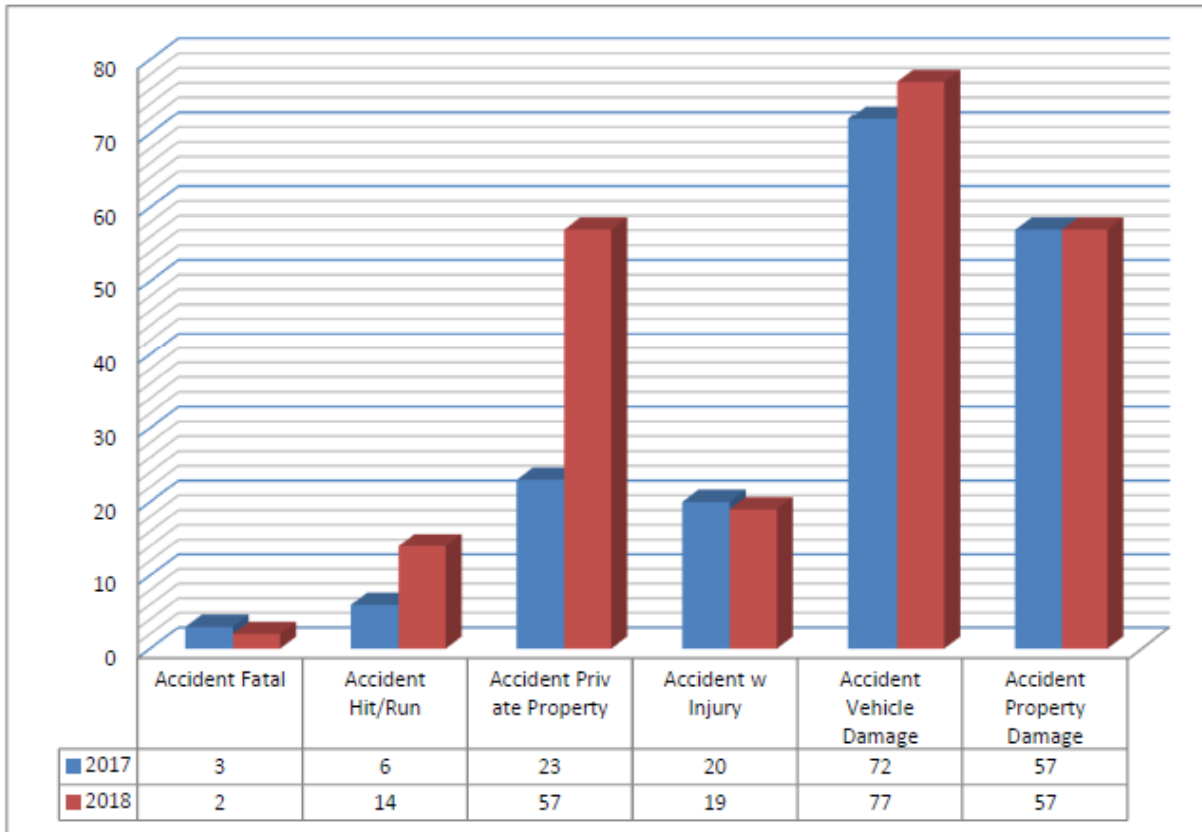
# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## FLORENCE POLICE DEPARTMENT How Calls were Received in 2017 & 2018



# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## FLORENCE POLICE DEPARTMENT Traffic Accident/Activity 2017 & 2018



## Traffic Stop/Offenses



	Traffic Stop/Offense
2017	5206
2018	6830

# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

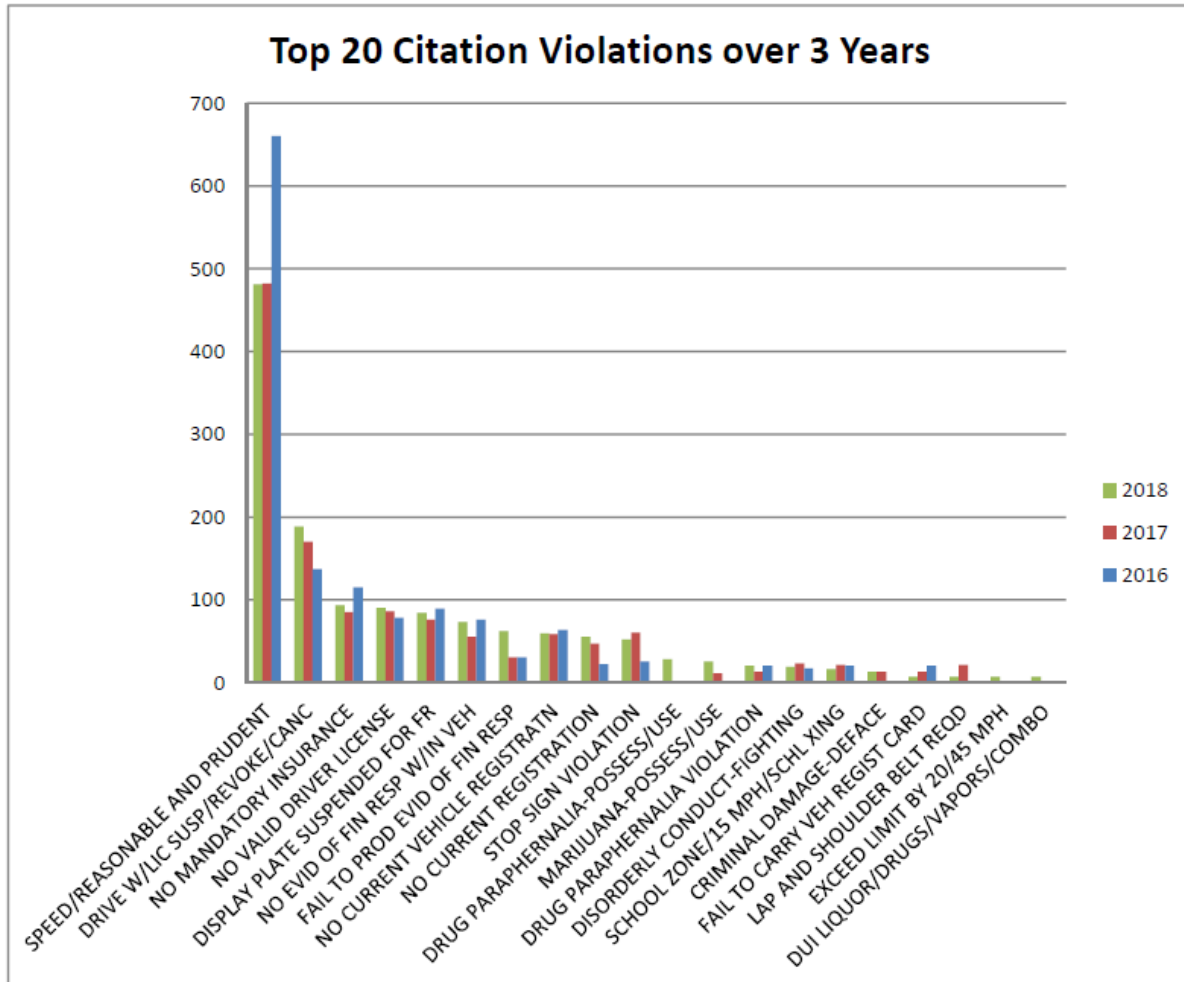
## FLORENCE POLICE DEPARTMENT Top 20 Citation Violations over 3 Years

VIOLATION	DESCRIPTION	2018	2017	2016
28-701A	SPEED/REASONABLE AND PRUDENT	481	482	660
28-3473A	DRIVE W/LIC SUSP/REVOKE/CANC	188	170	137
28-4135A	NO MANDATORY INSURANCE	93	85	115
28-3151A	NO VALID DRIVER LICENSE	90	86	78
28-4139A	DISPLAY PLATE SUSPENDED FOR FR	84	76	89
28-4135B	NO EVID OF FIN RESP W/IN VEH	73	55	76
28-4135C	FAIL TO PROD EVID OF FIN RESP	62	30	30
28-2153A	NO CURRENT VEHICLE REGISTRATN	59	58	63
28-2532A	NO CURRENT REGISTRATION	55	47	22
28-855B	STOP SIGN VIOLATION	52	60	25
13-3415A	DRUG PARAPHERNALIA-POSSESS/USE	28	*-	*-
13-3405A1	MARIJUANA-POSSESS/USE	25	11	*-
13-3415	DRUG PARAPHERNALIA VIOLATION	20	13	20
13-2904A1	DISORDERLY CONDUCT-FIGHTING	19	23	17
28-797F	SCHOOL ZONE/15 MPH/SCHL XING	16	21	20
13-1602A1	CRIMINAL DAMAGE-DEFACE	13	13	*-
28-2158C	FAIL TO CARRY VEH REGIST CARD	7	13	20
28-909A1	LAP AND SHOULDER BELT REQD	7	21	*-
28-701.02A2	EXCEED LIMIT BY 20/45 MPH	7	*-	*-
28-1381A1	DUI LIQUOR/DRUGS/VAPORS/COMBO	7	*-	*-

\*- Was not one of the top 20 violations for that year

# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## FLORENCE POLICE DEPARTMENT Top 20 Citation Violations over 3 Years

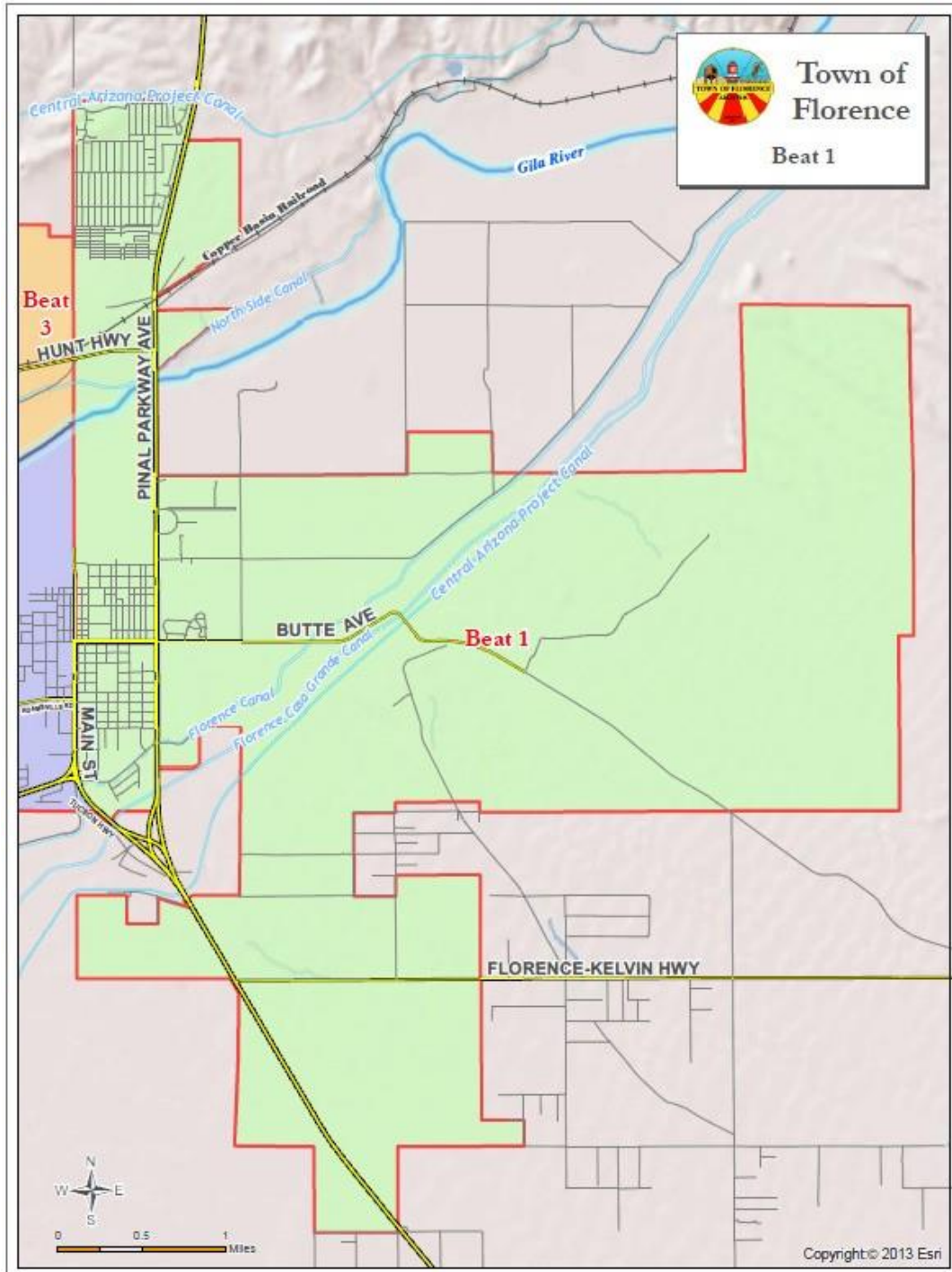




# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

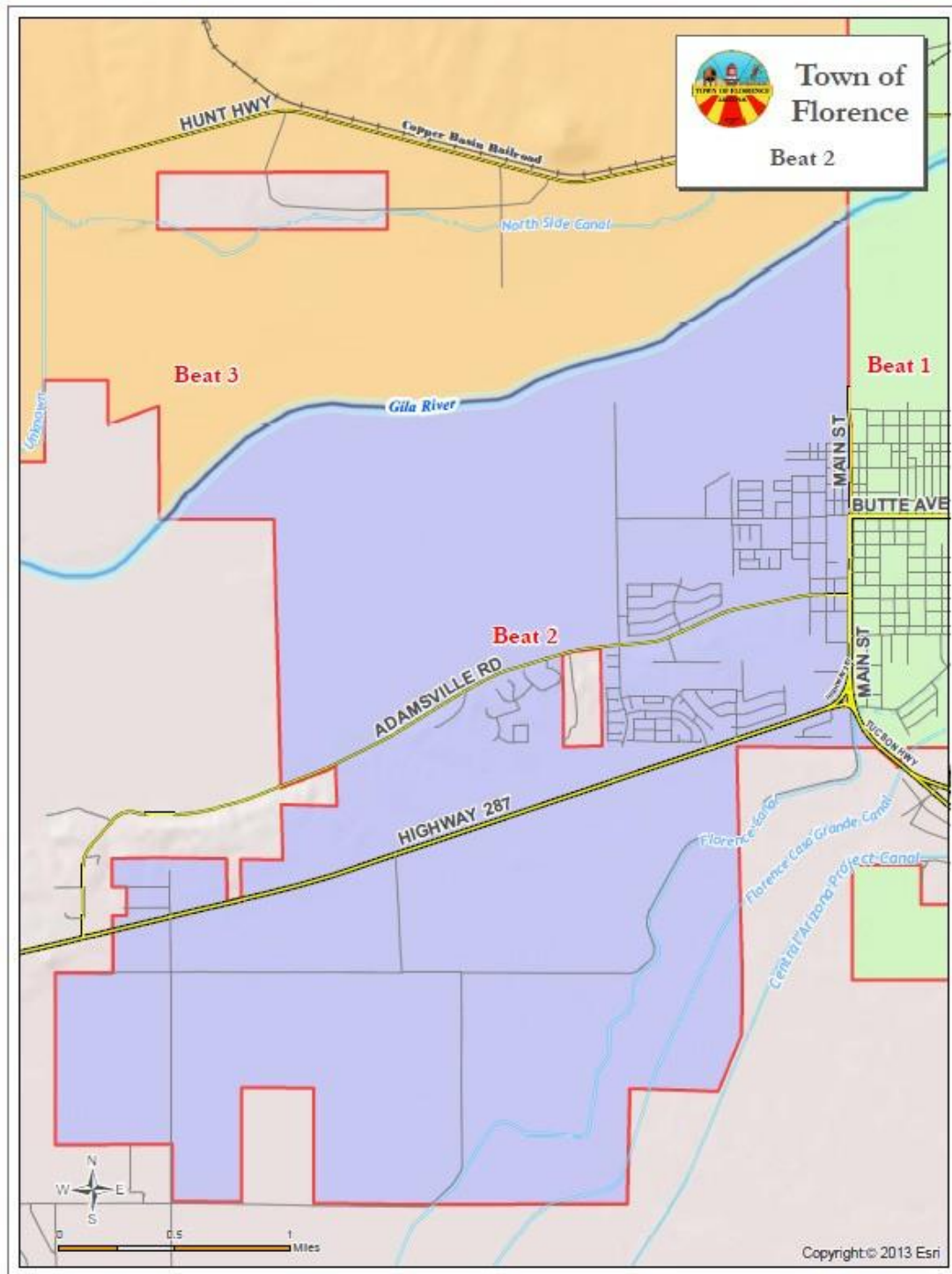
## Total Calls for Service 2017 & 2018 by Location

**BEAT 1: 11,972 Calls for Service**



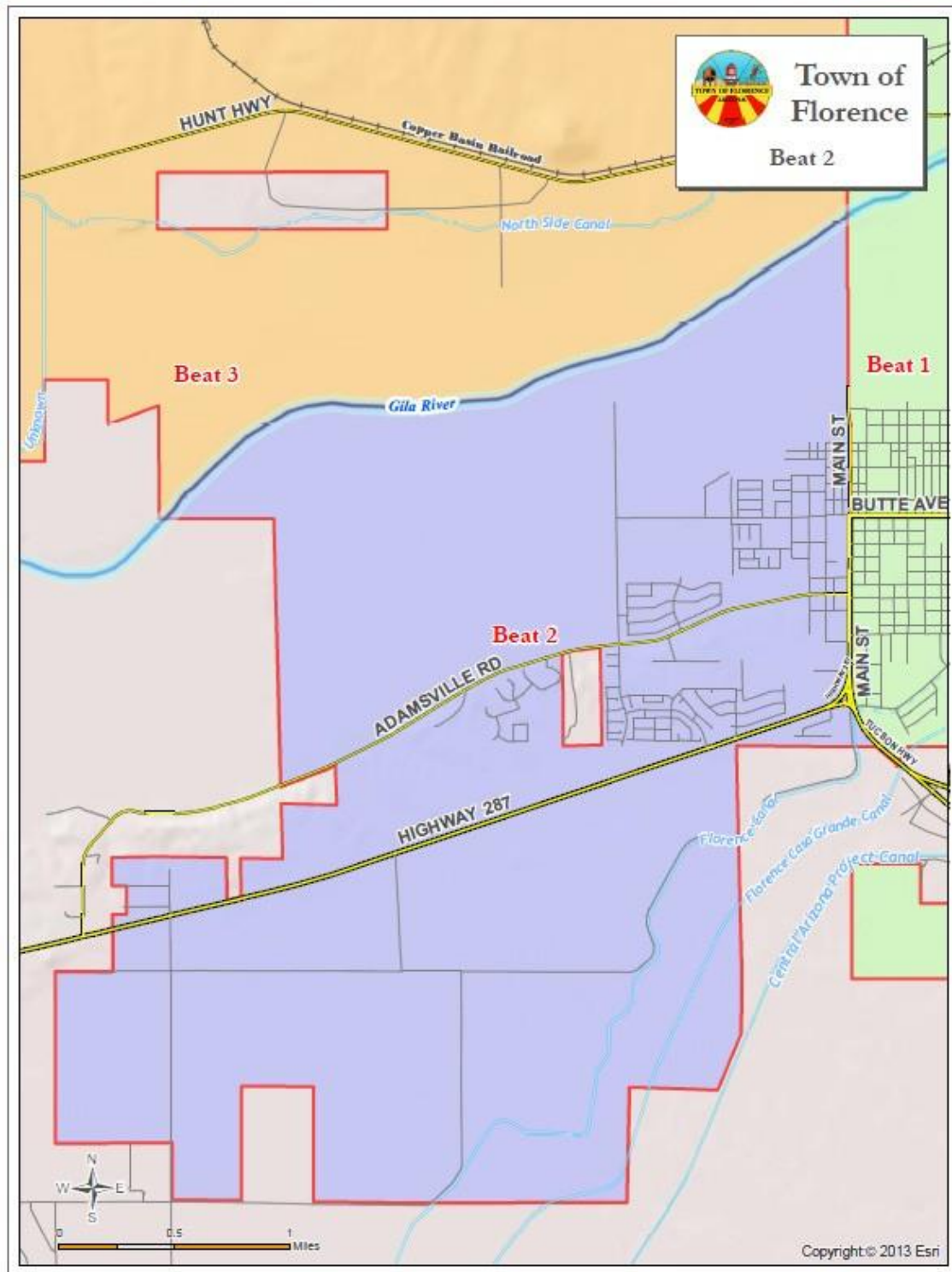
# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

## BEAT 2: 3,810 Calls for Service



# FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

BEAT 3: 7,087 Calls for Service



2017/18

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

### Field Operations Division





**FLORENCE POLICE DEPARTMENT - ANNUAL REPORT****FIELD OPERATIONS**

The Field Operations Division is under the direction of Operations Commander, Lieutenant Terry Tryon. Lt. Tryon reports directly to the Chief of Police, Daniel R. Hughes. Field Operations is comprised of four patrol sergeants, one administrative sergeant, and 23 certified personnel. Within the Police Operations Division are the following areas: Patrol, Commercial Vehicle Unit, Police Service Dog Unit (K9), Field Training Program, Annual Training, Firearms, Bike Patrol, Criminal Investigations Unit, OPSG (Operation Stone Garden), Regional Narcotic Task Force, Professional Standards and the Reserve Officer Program.

Five sergeants make up the team of supervisors below the Chief and the Lieutenant, supervising 20 full-time sworn police officer positions assigned to areas identified as beats within the Town of Florence. Additional sworn personnel consist of two detectives and one officer assigned to the multi-agency narcotic task force. Our goal is to serve the community in an exemplary manner while remaining loyal to our commitment of providing fair and equal treatment to all those we encounter.

Three patrol sergeants are assigned to one of three beats within the jurisdiction of Florence. One patrol supervisor is assigned to organize and oversee department training, fleet maintenance, and equipment in addition to working an evening shift as the shift supervisor. Each beat sergeant oversees approximately four to five officers administratively while working various shifts during their month- to-month tour. Each sergeant is responsible for community programs within their assigned beats while implementing and sustaining a Community Policing philosophy. The fifth Sergeant is assigned to Administration duties and Professional Standards for the Police Department.

The separation of each beat is divided by natural boundaries and calls for service. Beats One and Two are centralized in the core of Florence with Beat Three across the Gila River in the Florence Anthem area to the North.

Beat One consists of six beat officers working a rotational schedule to cover twenty-four hours a day, seven days a week. All officers work a four-ten-hour schedule giving each officer three days off per work week. By working this schedule, it allows effective coverage throughout the day responding to peak hour calls for service.

**FLORENCE POLICE DEPARTMENT - ANNUAL REPORT**

Beat One continues to stay the busiest of the three beats responding to 5,676 calls for service in 2017 and 6,296 in 2018. Officers in this beat remain active responding to calls for service, making traffic stops, or conducting routine patrol and directed patrols and other assignments as directed by a shift supervisor. Along with responding to calls, the officers conduct directed patrols on business and residential areas each shift.

Beat One also provides traffic control and security for annual events such as the Annual Prison Run, Spring Fling in Florence Gardens, Home Tour, Junior Parade, Florence High School Home Coming Parade, Lights on Main Street, and Road to Country Thunder. Beat One officers conducted 161 traffic stops in 2017 and issued 30 citations for various traffic offenses; along with giving 130 verbal warnings. In 2018, traffic stops increased to 2,373 with 400 citations issued and 1,962 verbal warnings. Beat One officers completed reports on 65 Assaults (2017), 68 (2018), 10 Burglaries (2017), and 16 Burglaries (2018). In 2017, 47 Thefts were reported. In 2018, that number decreased to 35. There were six reported stolen vehicles in 2017 and 2018. Officers processed 19 DUI arrests (2017), and 3 in (2018). There were 54 calls for Domestic Violence reported in (2017) and 30 (2018).

Beat Two officers responded to 1,678 calls for service in 2017 and 2,132 in 2018. These calls for service have increased in the last year only by a small margin. Beat Two also consists of one Beat sergeant and six beat officers. Beat Two officers are very active in working traffic and directed patrols. Beat Two is the smallest of the three beats with a smaller populated area. Beat Two has two of the main arterial state highways, SR 287 and Hwy 79S leading to and from larger cities to the west and to the south. Beat Two officers participate in all functions needed at the Florence High School and assist Beat One officers during heavy call times.

Beat Two officers also provided traffic control at community events within the boundaries that contain Florence High School. The officers within the beat have provided security for numerous football games, the Walk for Life event that is held on the football field and track, school zone traffic enforcement, Main Street parades, and the Home Tour. The Beat Two officers also assist Parks and Recreation with community events held at Heritage Park, Padilla Park, the Aquatic Center, and the Town Library that holds frequent events during the year requiring additional police services. Beat Two officers answered 19 Assault complaints (2017) and 13 in (2018). There were 6 DUI arrests in 2017 compared to only 1 arrest in 2018. There were 32 reports of Domestic Violence (2017) and 6 (2018). In 2017, there were 68 Drug Offenses compared to 15 in 2018. Six motor vehicle thefts were reported for both years. Reported Thefts in (2017) 32, and 30 (2018). There were 13 Assaults reported for both years.

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Each year the K-9 Unit conducts random classroom and parking lot searches for narcotics at the schools' request.

Beat Three has six officers working as a beat team with one sergeant assigned as the supervisor. Beat Three officers and the assigned beat sergeant responded to 3,492 calls in 2017 which increased slightly to 3,595 calls in 2018. A large percentage of Beat Three activities consists of directed patrols, and traffic enforcement. Beat Three has a lower major crime rate than the other beats consistently; however, a large amount of speed enforcement is conducted in this beat. Hunt Highway runs directly through the beat and connects Florence to the San Flats, Copper Basin and western most cities in the east valley. The lower reported crime rate is attributed to a portion of the community dedicated to a retirement population. Beat Three officers conducted 246 traffic stops, 202 verbal warnings, 8 written warnings, and 39 citations in (2017). In 2018, there were 1,769 traffic stops which resulted in 1,494 verbal warnings, 34 written warnings, and 323 citations. Beat Three officers completed 15 Assault reports (2017) and 5 (2018). Eleven Fraud cases were reported in (2017) and 16 in (2018). Criminal Damage reports decreased from 26 (2017) to 17 (2018). Domestic Violence offenses decreased from 26 (2017) to 16 in (2018). DUI arrests also decreased with 14 (2017) to 3 (2018). There were 64 Disorderly Conduct reports filed in (2017) compared to 21 in (2018). Beat 3 officers also took reports on 7 Burglaries and 32 thefts (2017) with 12 Burglaries and 28 Thefts reported in (2018). A portion of these reports were assigned to the Investigative Unit for further follow up and a portion were closed by the officer either by an arrest or no suspects listed by the reporting party.

Beat Three officers also involve themselves in community activities within the Anthem area. The officers assist in the annual Spring Fling, Block Watch, Concert in the Park and all other activities held by the Anthem community. The Beat Three supervisors frequently meet with the Homeowners Association personnel to gather information on current trends and issues within the community. Beat Three has held two Coffee with a Cop events at a local shopping center introducing the residents to the officers working and patrolling the area.

The remaining number of calls for service are listed as "Out of Jurisdiction." These are calls that any of the officers respond to just outside Florence's Jurisdiction assisting Pinal County Sheriff's Office or the Arizona Department of Public Safety at their request.

## **FLORENCE POLICE DEPARTMENT - ANNUAL REPORT**

### **Department of Homeland Security, Operation Stone Garden**

Florence Police Department continues to apply for and receive grant funds through the Department of Homeland Security. For the years 2017 and 2018, FPD applied for and was awarded \$88,000.00 overtime and mileage grant assisting the Border Patrol and Arizona Department of Homeland Security (AZDOHS) by supporting the priority mission of anti-terrorism, detection, arrest, prosecution, deterrence and intelligence gathering related to all cross-border illicit trafficking. These funds cover overtime for officers in the field; along with the cost of fuel. For the years 2017/2018, Florence Police Department was successful in using 100% of the awarded funds.

During the 2018/19 budget year, Florence Police Department will continue to assist with the Human and Drug smuggling efforts, making a small dent in illegal narcotics reaching our inner cities and citizens. In March of 2017 Florence submitted a request to Department of Homeland Security to continue to assist in the drug and human smuggling efforts. Florence was notified in December of 2018 that we had been awarded additional funds for overtime, mileage, another four-wheel drive vehicle, and additional equipment.

### **Governor Office of Highway Safety Program (GOHS)**

During the 2017 and 2018 grant cycles, Florence Police Department applied for and was awarded grant funds for traffic awareness, DUI enforcement, Speed Enforcement, Child Restraint Enforcement and Occupant Safety. The Arizona Department of Public Safety hold mandatory enforcement events throughout the year. All agencies participating in the grant cycle are encouraged to participate providing statistical data after each event. Some of these holidays are New Years, Valentine's Day, St. Patrick's Day, 4<sup>th</sup> of July, Thanksgiving and Christmas.

- **Child Restraint, Seatbelt and Speed Enforcement**

Florence Police Department continues to support the Governor's Office of Highway Safety and programs directed toward highway safety. Florence Police Department continues to participate in GOHS sponsored activities such as DUI enforcement, Speed Enforcement and Seatbelt and Child restraint along with educational events. Florence Police have one officer dedicated as the DUI enforcement officer who participates in all holiday DUI enforcement events within Pinal County. The Department also has two officers certified in the installation of Child Restraint seats to ensure the safety of children while traveling in a vehicle. The Florence Police Department will continue to



## **FLORENCE POLICE DEPARTMENT - ANNUAL REPORT**

seek additional grants to support highway safety education and safety. In 2017, Florence officers logged 3,908 contacts; with 24 alcohol related arrests while driving a vehicle, 15 underage person(s) in possession or consumption of alcohol, 86 title 28-3511 impounds. This statute allows the agency to impound a vehicle for 30 days if the driver of the vehicle is Suspended, Cancelled, or Revoked. The impounding agency can charge an administrative fee of \$150 per vehicle for a hearing to have the vehicle released if certain criteria is met by the owner. Florence Police Department holds release hearings two times a week using a volunteer to conduct the hearing. Florence officers issued 539 civil speed traffic violations during the enforcement efforts.

In 2018, Florence officers logged 5,630 contacts; with 8 alcohol related arrests while driving a vehicle, 3 underage person(s) in possession or consumption of alcohol, 81 title 28-3511 impounds. Florence officers issued 449 civil speed traffic violations during the enforcement efforts.

### **RESERVE POLICE OFFICER**

The Florence Police Department Reserve Program is comprised of fully trained certified officers who are able to perform all tasks of a full-time police officer. These reserve officers normally have a full-time job or may be retired from another agency. The Reserve Officer donates his/her time, which is of no cost providing a valuable service to the Town. The Reserve Officer can assist in shift coverage, special events, crime prevention and suppression, report taking, and investigations. The certified Reserve Officer may donate as much as 30 hours a month in the program adding to the current shift coverage. Florence Police Department is actively recruiting for these positions for 2019.

### **K-9 UNIT**

The K-9 Unit is currently staffed with one state certified drug detecting Belgian Shepherd (Malinois) dog. The K-9 is assigned to a handler that actively trains on the detection of narcotics several hours each week. The K-9 Unit attends public demonstrations such as Spring Fling, school functions, and National Law Enforcement Night Out. Florence K-9 Units assist other officers along with local agencies such as, Central Arizona Adult Detention Center, Department of Corrections, ICE, Pinal County Sheriff's Office, and Coolidge P.D. The K-9 is requested frequently to assist these agencies for searching a vehicle or common areas suspected of transporting or hiding narcotics. This year FPD retired our seven-year service K-9. Florence

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

Police Department received donations from a citizens group in Anthem and a partial donation from the Pinal County Attorney's office to purchase a new Belgian Shephard from a vendor in Indiana. The K-9 supervisor along with the handling officer drove to Indiana to choose a K-9 suitable for use in Florence. They were able to get a one-year old Shepherd who is trained to detect Marijuana, Cocaine, Methamphetamine, Heroin and crossed trained in Patrol work. This patrol certification covers handler protection and obedience. The K-9 and handler train weekly on Obedience and interdiction efforts to meet State requirements and certifications. These milestones are achieved in addition to the officer's normal assigned shifts and duties.

### CRIMINAL INVESTIGATIONS UNIT



The Criminal Investigations Unit is comprised of highly motivated and well-trained sworn officers. Within the unit the investigators are assigned cases for further investigation, up to and including the prosecution phase. The Investigations Unit receives initial reports taken from the Patrol Division that require additional investigation that may take the Investigator out of the Florence town boundaries. Each report reviewed for assignment to the Investigations Unit are assigned by the

Operations Commander.

Criminal cases submitted to investigations are based on solvability factors used to determine what factors are available to bring the case to a conclusion by charging individuals in the criminal court system. In more complex cases such as Homicide, Sexual Assault, Aggravated Assault, and some property crimes the investigators can invest hundreds of hours before the case is forwarded to the courts.

The Criminal Investigations Unit also maintain all resident Sexual Offender records while they reside in the Florence community. A yearly verification of registered sex offenders home addresses and employment are made to assure state and local compliance.

Throughout 2017 and 2018, the Investigations Unit handled many new cases in Case Management that were either Property or Person Crime cases. This Unit also investigates all Unattended Deaths that occur within the boundaries of Florence. This is to ensure that the victim was not a victim of a crime that may have attributed to their death. The Investigations Unit investigates cases the officers may not have the ability to follow up on leads outside of the jurisdiction and boundaries, the case requires more work to develop evidence of a crime to submit charges to the Attorney's office.

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

The detectives may invest hundreds of hours in one case depending on the nature of the case, following up on leads, conducting interviews, meetings with the County Attorney. Once the case has been approved by the County Attorney the Detective will now then spend several days and sometimes several weeks in court providing professional testimony to receive a conviction on the suspect(s). The detectives do at times team up on cases to work effectively providing the best service to the victims.

In early 2018 the Investigation Unit received a report of a Sexual Assault of two young girls under the age of 7. The investigators began a quick investigation of the report that the mother's boyfriend was sexually assaulting her two daughters. During the investigation it was learned the suspect was taking video of his assaults. These videos were located during a search warrant and logged into evidence. The suspect was ultimately arrested and charged with numerous counts of sex crimes against children. At the trial, he was found guilty and sentenced to over two hundred years in the Arizona Department of Corrections. In late 2018, the Investigations Unit was called upon a county agency in Illinois to assist in a Sexual Assault case that took place in Illinois and Arizona. During the investigation several interviews were completed; along with a search warrant on the suspects home. This case will be prosecuted by the State of Illinois and the State of Arizona.

### TRAINING UNIT



The Training Unit is responsible for the development, coordination and delivery of training throughout the Police Department. Training responsibilities include analysis of training effectiveness, effective record keeping, training program enhancement, remedial training, and development of training opportunities for all sworn officers. The Florence Police Department received training on numerous specialized law enforcement related training to include: Firearms, CPR, Traffic Reconstruction, Taser refresher & certification, SFST, High Risk Stops, Advanced Driving maneuvers, DRE (Drug Recognition Expert) ARIDE (Advanced Roadside Impaired Driving Enforcement) The certifying body for

**FLORENCE POLICE DEPARTMENT - ANNUAL REPORT**

officers is AZPOST who requires each officer to log no less than 8 hours of continued training annually with 8 hours of Proficiency training every three years to maintain a certification. The department received a perfect rating of meeting those requirements for the 2017 and 2018 audit conducted by AZPOST. This training includes training given each day to the officers during briefing on short topics such as policy, use of force, search and seizure, arrest procedures, legal updates and much more. The Florence Police Department is currently working on developing new curriculum for all officers, in the areas of Domestic Violence Strangulation, Less Lethal Impact Munitions, and Emergency Driving Operations. Two officers attended and were certified in Defensive Tactics to further train officers locally saving the expense of sending them to schools in other locations of the state.

In 2018, Chief Daniel R. Hughes attended the IACP (International Association of Chiefs of Police) four-day conference held in Orlando, Florida. Sgt. Klix was selected and graduated from the FBI National Academy in Quantico, Virginia. This program consisted of ten-weeks of studies that included executive management, leadership trends, and contemporary issues in today's policing.

### **PROFESSIONAL STANDARDS**

The Professional Standards Unit is assigned to Sgt. Renee Klix for the purpose of review and or investigation of complaints filed by the public or internal code of conduct violations, Use of Force while in the course of officer's assigned duties, or violations of officer conduct.

Sergeant Klix has reviewed twenty-nine (29) Use of Force incidents documented by officers during the course of their duties in 2017. Of this number reported four of the incidents involved the officer displaying a duty weapon, Threat of Deadly Physical Force, during a High-Risk call. Three of the incidents resulted in the discharge of a weapon, two were to relieve an animal of extreme injury and one animal was fired on for self-protection.

Only 5 of the 29 use of force incidents involved the use of the Taser either by drive stun or full deployment. Other cases mentioned are control holds and take down maneuvers used during an arrest.

Sergeant Klix has reviewed twenty-nine (19) Use of Force incidents documented by officers during the course of their duties in 2018. Of this number reported four (3) of the incidents involved the officer displaying a duty weapon, Threat of Deadly Physical Force, during a High-Risk call. None of the incidents resulted in a discharge.

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

2 of the 19 use of force incidents involved the use of the Taser either by drive stun or full deployment. Other cases mentioned are control holds and take down maneuvers used during an arrest.

All incidents involving the Use of Force were reviewed and Sgt. Klix concluded none were violations of policy or excessive use of force.

Sgt. Klix investigated nine (9) citizen complaints concerning conduct or actions of an officer in 2017. Two of the complaints were forwarded and handled as an Administrative Investigation by another agency. Five of the complaints were unfounded. This means there was no information that led the investigation to determine there was wrong doing or no wrong doing on the officer's part. One of the complaints investigated was determined not to have any merit and is listed as not sustained. The last of the complaints were forwarded to the officer's supervisor and closed administratively.

There were no Internal Investigations conducted for the year. Sgt. Klix assisted in processing 10 new hires for the agency. The new hires were for both the Support and Operations sections of the agency. An additional 8 personnel resigned their service to the Town for various reasons with two sworn personnel being terminated.

Sgt. Klix investigated nine (6) citizen complaints concerning conduct or actions of an officer in 2018. All 6 of the complaints were unfounded and forwarded to the Officer's supervisor and closed administratively. This means there was no information that led the investigation to determine there was wrong doing or no wrong doing on the officer's part.

There were no Internal Investigations conducted for the both years. Sgt. Klix assisted in processing 10 new hires for the agency in 2017 and 4 new hires in 2018. The new hires were for both the Support and Operations sections of the agency. An additional 8 personnel resigned in 2017 and 3 resignations in 2018.

# Police Support Services Division



## SUPPORT SERVICES DIVISION

The Support Services Division is under the supervision of Deanna Husk. Ms. Husk supervises the Communications Division, Records Division, Crime Scene/Property and Evidence Technician, Data Analyst, Co- Coordinating the Volunteers with Sgt. Morris; along with managing the Police Department's budget. Ms. Husk oversees the civilian personnel that are an integral part of the Police Department. Ms. Husk also serves as the department's Public Information Officer (PIO), she reports directly to Chief Daniel R. Hughes.

### Responsibilities include:

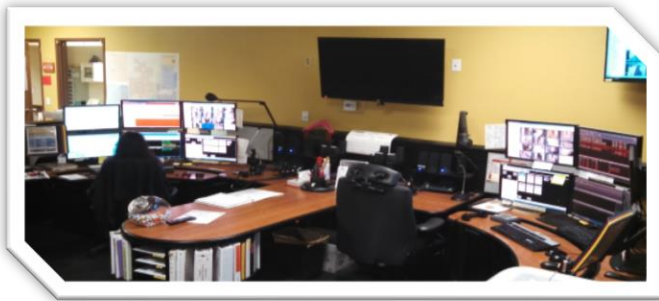
- Develops and implements policies, programs, and procedures for assigned areas.
- Monitors and evaluates the efficiency and effectiveness of Civilian Divisions.
- Responds to inquiries and resolves complaints; provides information to the public in accordance with established laws, codes, regulations, and policies.
- Supervises audits (ACJIS, NCIC, and DPS) in the Communications Division.
- Revises and updates communications and emergency response manuals.
- Supervises the strict control of all incoming evidence and property acquired by the department. Directs the audits of records, money, weapons, and narcotics, and all evidentiary items.
- Analyzes appropriate state/local codes and ordinances that apply to areas of supervision.
- Supervises the day-to-day activities of the Records Division including managing the



## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT

maintenance, retrieval, protection, retention, and destruction of police records.

- Oversees the Uniformed Crime Report that is submitted to the Federal Government.
- Supervises the responses to subpoena duces tecum for department records, researches Public Records Act laws relating to criminal records and case law to determine authority to release or deny the request for records.
- Supervises the analyst who compiles statistical data that is used to track response times, crimes in each Beat throughout Florence, citations, UCR reporting and Spillman programs.



### COMMUNICATIONS DIVISION

In 2017, the Communication Division received 34,940 calls for service, and 5,434 calls via our 911 phone lines. In 2018, 32,965 call for service were received and 5,839 calls via the 911 phone lines. The Department continues to improve technology, equipment, and training to meet the number of calls received. We are currently planning to implement the text 911 system in 2019.

In 2015, we began dispatching for Superior Fire. This was a smooth and successful transition. In 2017, we received 882 calls and in 2018, 760 calls for service. The Superior Fire Department has been working with us to assure they train their personnel regarding changes in their protocol. The Communications Supervisor held training sessions for personnel employed or volunteering with Superior Fire. This training assisted on the protocols and procedures to be followed with the Communications Center. This also gave insight of the expectations of working with a center that has multiple agencies.

Our Dispatchers are members of the Association of Public-Safety Communications Officials (APCO). The Communications Supervisor is an instructor that can train and certify classes. We are exploring our options of hosting training classes in Florence so that our dispatchers can have access to the latest training. It is our goal to certify each Dispatcher as an APCO certified Public Safety Dispatcher; along with having our training program for new Dispatchers APCO certified. This past year several dispatchers obtained their APCO certification in Fire Dispatching and Pinal County Multi-Agency Mass Casualty Drill. Continued training for 2019 has already been scheduled.

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### RECORDS DIVISION



The Police Records Division is responsible for maintaining the department's police reports; along with providing customer service to citizens that come into the lobby. The Records personnel answer telephone calls for information pertaining to reports, citations, impounds, accidents, and miscellaneous inquiries.

Our staff continuously enters citations, warnings, and repair orders into the Spillman Records Management System. The staff is

instrumental in providing the Arizona Department of Public Safety with the monthly Uniform Crime Report that is submitted to the Federal Bureau of Investigation.

In 2017, our Records staff processed approximately 509 public records requests, 648 background checks, 1,202 citations, 66 traffic warnings, and 105 vehicle impound information for hearings in accordance with ARS 28-3511. The Department provides citizens with fingerprinting services and associated paperwork. The Records Division handled 629 fingerprints in 2017.

In 2018, our Records Staff processed approximately 546 public records requests, 756 background checks, 1,191 citations, 107 traffic warnings, and 77 vehicle impound hearings in accordance with ARS 28-3511. The Records Section handled approximately 627 fingerprints in 2018.

Records personnel also provide administrative support to the Chief and other administrative staff upon request.

The Records Section provides the local newspaper with weekly departmental media reports; along with sending out media releases throughout the State as requested by the Department's PIO- Ms. Husk.



**FLORENCE POLICE DEPARTMENT - ANNUAL REPORT****CRIME SCENE DIVISION**

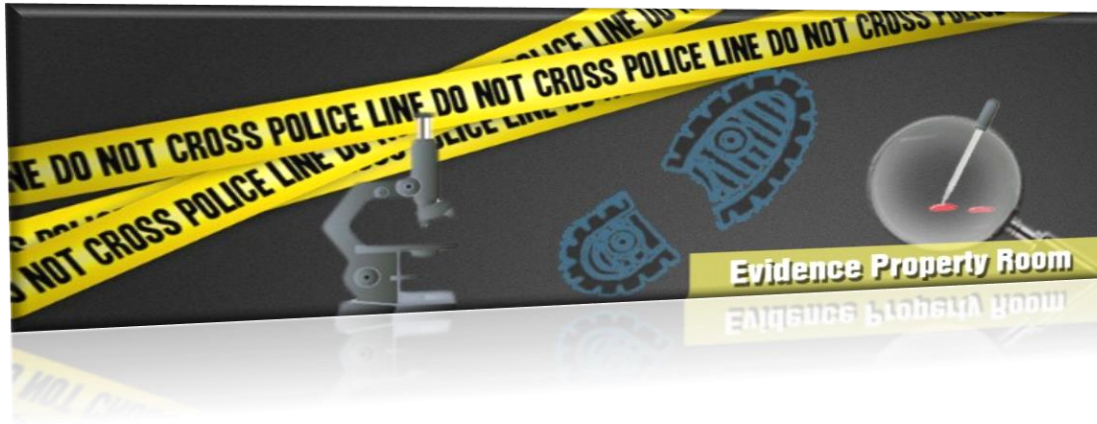
Since September 2015, the Property and Evidence Custodian has assumed the additional duties of the Crime Scene Investigation Section. During 2015, a transition was made from the Crime Scene Investigator (Evidence Technician) conducting routine crime scene photographic surveys and evidence collection to the responding Officers conducting the initial crime scene investigations. All Officers were provided CSI collection kits and cameras to accomplish these tasks. The Crime Scene Investigator (Evidence Technician) is available to process unusual crime scenes.

**Community Drug Drop Off Boxes**

In May 2013, the Department instituted a prescription and non-prescription drugs drop box program. A collection box was placed in the lobby of the main station. In 2015, another box was placed at the Anthem Substation. This program reduces the number of old or unused medications from being placed in the landfill or dumped into our sewer system. One of the benefits of this program is that it removes potential abuse of these drugs by others in the home.

During 2017, there were 103 pounds of prescription drugs collected from these drop boxes. During 2018, there were 110 pounds of prescription drugs collected from these drop boxes. This is a 6.7% increase over 2017. These statistics indicate an increased awareness by the citizens of Florence through our public information programs.

## FLORENCE POLICE DEPARTMENT - ANNUAL REPORT



### PROPERTY & EVIDENCE SECTION

During 2017, there were 984 items in 620 incident cases submitted for processing by the Property and Evidence Section. Of the total 984 items, 773 were evidentiary items, 84 were labeled safekeeping, 51 were found property, and 76 were for immediate disposal. The department sent sixty of items of evidence to the Arizona Department of Public Safety's lab for testing. Fifty-six items have been returned and four items of evidence are out to court. At the beginning of 2017, the Police Evidence Trust Fund had a balance of \$2,857 (*accrued interest and initial deposit not included*) involving 18 line-items and a closing balance of \$6,701.15.

There were 18 transactions during the year: Eighteen were deposits by the Property and Evidence Technician.

During 2018, there were 1274 items in 503 incident cases submitted for processing by the Property and Evidence Section. Of the total 1274 items, 826 were evidence items, 201 were labeled Safekeeping, 93 were Found Property, 152 were for immediate disposal and 2 were for General Storage.

- Twenty-five (32) items of evidence were sent to the Department of Arizona Laboratory of which 27 were returned and 5 are pending lab testing.

At the beginning of 2018, the Police Evidence Trust Fund had a balance of \$6,701.15 (*accrued interest and initial deposit not included*) involving fifteen line-items and a closing balance of \$2,581.14.

There were twelve transactions during the year: (6) were deposits by the Property and Evidence Technician. There were (6) withdrawals, (3) were approved RICO forfeiture moved to the general fund and (3) were returned to owner.

**FLORENCE POLICE DEPARTMENT - ANNUAL REPORT**

In June 2018, an internal audit was performed of the Section with no significant deficiencies/findings. All controlled substances, currency transactions, and firearm accountability were in order. Bi-annual audits are conducted to ensure the integrity of the Section.

**VOLUNTEERS IN POLICE SERVICES (VIPS)**

The VIPS Program has assisted the police department by performing numerous duties within the community. The VIPS operates with 30 active members and have completed 1,824 hours in 2017 and 2,212 hours in 2018.

Within this service VIPS assisted with school crossing, Block Watch, fingerprinting, Guardian Angel Program, fleet maintenance, vacation watches, and funeral escorts. The VIPS members have attended trainings that include: Communication, traffic control safety, and patrol procedures. They are an asset to our department and our community.

**VICTIM SERVICES UNIT**

Our Victim Services responders provide victims and their families with significant and appropriate support during the initial period of time following a trauma or difficult occurrence. Our Volunteers who are trained to be Victim Services responders have undergone extensive and continuous training in this area. In 2017/2018, they responded to 19 incidents and provided support in various forms to victims. This represents a total of 97 volunteer hours in providing these services.

# FLORENCE LIVES UNITED

<https://youtu.be/IT9k57iPm-M>



# About Us

- Working in Pinal County since 1981
- We are your local payroll deduction processor
- Three main focus areas
  - Family Wellness
  - Reading by Third Grade
  - Homelessness
- Largest Fundraiser is Spring Golf Tournament for Reading by Third Grade Initiative



**GIVE. ADVOCATE. VOLUNTEER.**

**#LIVEUNITED #PinalCounty  
#Arizona**



# Reading by Third Grade

## ❖ Florence Reading Committee

- Over 60 sock puppets
- 50 Literacy Kits donated to Head Start
- Mentoring young kids with reading

## ❖ Partnering with

- Town of Florence
- Florence Woman's Club
- Florence Rotary Club
- Florence Unified School District



# FAMILY VOLUNTEER DAY



## Volunteers

- 10 volunteers donated 3.5 hours
- Value \$736 in labor
- Bagged 125 literacy kits
- Created 48 sock puppets

## ❖ Partnering with

- Town of Florence
- Disney





# Family Friends and Neighbors (FFN)



- FTF Pinal Regional Partnership Grant of \$700,000
- Quality Early learning is foundation for future success
- Expect More Arizona benchmark (coming)
- Currently, many children in Pinal County are in Family, Friend and Neighbor care for all or part of their day.
- **The goal of the FFN Program is to provide access to resources, training, networking and professional development opportunities for these home child care providers as well as to provide educational materials to the children in their care.**
- Currently there are 8 Florence providers participating



# FEED PINAL

- September is Hunger Awareness Month
- October is **Hunger Action Month**
- **Florence in Action**
  - 40 volunteers donated 2 hours
  - \$1975 in labor value
  - Packed 5,000 servings of Minestrone



# Food Distributed

- Elks Feeding Empty Little Tummys (EFELT)
- Florence Unified School District
- Superior Food Bank
- Apache Junction School District
- Leftovers were taken by local church to make extra kits



# HEAT RELIEF NETWORK

- UWPC /Pinal County/CAG
- Over 70 partners
- Collected and distributed 39 pallets
- Issued heat warnings
- Collaborated with APS/SRP for high heat days and cooling stations



# VOLUNTEER TAX ASSISTANCE PROGRAM (vita)




- 1300 County-wide taxes prepared
- 1.5 Million dollars in refunds
- 430k in EITC Refunds
- 100 residents of Florence assisted



# ANNUAL DINNER



- 2018 at Winery and 2019 confirmed
- Raised \$2,000 for Coolidge Unified School District Weekend food backpack program
- 170 people in attendance
- Packed 100 literacy kits and PBJ kits (donated to local schools)

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6a.</b>
<b>MEETING DATE:</b> February 19, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Addendum Two to modify Silver King Market Place Lease Agreement for Bucks 4 Style, LLC		<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 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:**

Approval of Addendum Two Modification of the Lease Agreement, dated October 1, 2016, between the Town of Florence, and Bucks 4 Style, LLC.

**BACKGROUND/DISCUSSION:**

Bucks 4 Style, LLC is a holdover tenant in Silver King Market Place, Suite 102, with a month-to-month lease. Addendum Two modifies the Lease Agreement in Section 3. Extensions and Section 17 Defaults and Remedies. The modifications are 1) the Landlord may terminate the month-to-month tenancy with 48 hour notice for any reason; 2) if Tenant does not observe or perform any covenants, conditions or provisions of the lease on a particular date including payment of rent, utilities, and taxes then Tenant waives the right to cure the material default and breach; and 3) Tenant waives all claims for damages or specific performance that could arise against the Town and its elected officials, employees, agents, and representatives. The Lease Agreement and Addendum One remain in full force and effect and all recitals in Addendum Two are enforceable provisions of the Lease Agreement.

**A VOTE OF NO WOULD MEAN:**

A No vote would mean the Lease Agreement will not be modified.

**A VOTE OF YES WOULD MEAN:**

A Yes vote would mean the Lease Agreement will be modified to include the items listed above.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Silver King Market Place Lease Agreement  
Addendum Two to Modify Lease Agreement

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**SILVER KING MARKET PLACE LEASE AGREEMENT**

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TOWN OF FLORENCE, ARIZONA,  
an Arizona municipal corporation

AND

BUCKS 4 STYLE, LLC  
an Arizona limited liability company

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DATE: As of October 1, 2016

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## SILVER KING MARKET PLACE LEASE AGREEMENT

This Silver King Market Place Lease Agreement (this "Lease") is made and entered into as of the 21<sup>st</sup> day of September, 2016 by Town of Florence, an Arizona municipal corporation, hereinafter called "Landlord", and Bucks 4 Style, LLC, an Arizona limited liability company, hereinafter called "Tenant".

### 1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of Tenant as hereinafter set forth, Landlord does hereby lease 1,424 square feet to Tenant of the premises located at 440 N. Main Street, Suite 102, Florence, Arizona, also known as the Silver King Market Place, and hereinafter referred to as the "Premises", or, the "Leased Premises". The Leased Premises are also described as Suite 102, which is located at the north end of the building in which the Premises are located (the "Building") on the ground floor.

### 2. TERM

The Lease term shall begin on the **1st day of October, 2016** and end on the **30th day of September, 2017** (the "Initial Term"). Landlord shall use commercially reasonable efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

### 3. EXTENSIONS

The parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election; provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on the **30th day of September, 2017** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

### 4. RENTS

Rent shall be paid at the rate of **three hundred fifty six dollars (\$356.00)** per month for the duration of this Lease. In addition to the rent, Tenant is responsible for any commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Initial Term, together with such taxes.

Payment of rent shall be made to Landlord at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis. If rent is not received by the close of the 5<sup>th</sup> business day then a late fee of \$25.00 will be added to Tenant's account and past-due rent shall bear interest at the rate of ten per cent (10%) per annum from the date due (i.e., the first day of each month) until paid.

#### 5. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum of **three hundred fifty six dollars (\$356.00)** as security for the full and faithful performance by Tenant of all the terms of this Lease required to be performed by Tenant. Such sum shall be returned to Tenant after the expiration of this Lease; provided Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may properly request the return of the Security Deposit, Landlord shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the Building of which the Leased Premises are a part, Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and Landlord shall be released from all liability for the return of such security to Tenant.

#### 6. PURPOSE

A. Landlord is maintaining the Silver King Market Place for the development of new businesses within the historical/downtown area of the Town of Florence. It is Landlord's desire to endeavor to assist in the creation of new businesses by providing a leasing environment contemplated to assist such new businesses.

B. Tenant shall use the Leased Premises for the purpose of conducting the business of retail clothing consignment and for no other purpose without Landlord's express prior written consent. This use must also be and remain consistent with Exhibit "A". In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence. As a further condition of this Lease, Tenant must also maintain regular business hours and be open for at least thirty five (35) hours per week with exception of holidays. When business enhancement classes are offered free of charge, Tenant shall make every effort to send one or more representatives to attend these programs.

C. If Tenant fails to meet any of these requirements, then Landlord may terminate this Lease after providing Tenant no less than thirty (30) days written notice of Landlord's intent to terminate this Lease. If Tenant does not satisfy the above conditions or otherwise cure the deficiencies indicated in the notice within thirty (30) days, Landlord may terminate this Lease as provided in Section 17 below.

The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises or in violation of any federal, state or local laws or regulations.

#### 7. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the zoning code of the Town of Florence and the Property Lease Policy, both as promulgated by Town from time to time.

#### 8. SUBLEASE AND ASSIGNMENT

A. Tenant shall not sublet or assign this Lease without Landlord's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets Tenant must receive either written consent from Landlord (not to be unreasonably withheld) or enter into a new lease agreement reasonably satisfactory to both parties.

B. Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord's written consent.

#### 9. REPAIRS

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems or the roof (so long as damage thereto is not caused, in whole or in part, by the acts or omissions of Tenant, its invitees or those under Tenant's direction and control), subject to the obligations of the parties as may otherwise be set forth in this Lease.

#### 10. TENANT IMPROVEMENTS

A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate or make additions, improvements and replacements to all or any part of the Leased Premises from time to time as Tenant may deem desirable (the "Tenant Modifications"); provided the same are made in a workmanlike manner, lien free, in accordance with all codes and utilizing good quality materials. Tenant must obtain the written consent of Landlord prior to undertaking any such Tenant Modifications. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All

personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease but not after ten (10) days after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to repair any such damage Landlord may repair the damage and deduct the costs thereof from Tenant's security deposit, with Tenant remaining liable for the excess, if any, over the security deposit. At the expiration of this Lease, at Landlord's direction, Tenant shall remove any such personal property from the Leased Premises at Tenant's sole cost and expense, repairing any damage to the Leased Premises occasioned thereby.

B. Tenant may have prepared plans and specifications for the construction of Tenant Modifications, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.

C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor and materials for the construction of Tenant Modifications on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner and lien free, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Modifications a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

D. During the course of Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of Tenant Modifications to Leased Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe

the permission granted Tenant hereunder to create any responsibility on the part of Landlord to pay for any improvements, alterations or repairs occasioned by Tenant.

#### 11. UTILITIES

Landlord shall pay the amount due for charges for water, sewer, gas, and electricity and separately invoice Tenant for Tenant's share of the charges as determined by Landlord in its reasonable judgment utilizing any reasonable method of apportionment. Tenant shall pay the utilities invoice upon the due date. Tenant shall be responsible for all of its own telecommunications/cable/Internet charges.

Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### 12. SIGNAGE

A. Exterior Signs. Landlord will provide one exterior sign located on the east side of the Building. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises provided that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises, all at Tenant's sole cost and expense.

B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

#### 13. ENTRY

Landlord shall have the right to enter upon the Leased Premises at reasonable hours (absent emergency [during which Landlord may enter to inspect/endeavor to abate emergency]) to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

#### 14. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees or for others within or utilizing the Building.

## 15. MECHANIC'S AND OTHER LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material supplier's or laborer's lien against the Leased Premises, or on Tenant's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premises, the Building or the Silver King Market Place as a whole.

## 16. INSURANCE AND INDEMNIFICATION

### A. INDEMNIFICATION

(i) To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord (i.e., the Town of Florence), its agents, officers, officials (whether elected or not), attorneys and employees (collectively, the "Indemnified Parties") from, of and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees [whether or not suit is brought], court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of Tenant, its agents, employees, contractors, subcontractors or business invitees in the performance of this Agreement, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Landlord.

(ii) Tenant's duty to defend, hold harmless and indemnify the Indemnified Parties and each of them shall arise in connection with any claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee or business invitee of Tenant or any other person for whose acts, errors, mistakes, omissions, work or services Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Landlord.

(iii) The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph 16A.

### B. INSURANCE REQUIREMENTS

(i) Tenant, at Tenant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to Landlord.

(ii) All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of Landlord, constitute a material breach of this Lease.

(iii) Tenant's insurance shall be primary insurance, and any insurance or self-insurance maintained by Landlord shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect Landlord.

(iv) The insurance policies required by this Agreement shall name Landlord and any other Indemnified Parties designate by Landlord as Additional Insured(s).

C. REQUIRED COVERAGES

(i) General Liability/Contractual Indemnity

(a) Tenant shall, at Tenant's expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, U.

(b) Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

(c) The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185 (October 2001 version).

(ii) Property Insurance

(a) Landlord shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.

(b) Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased Premises. Tenant agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income there from, or for loss or damage to goods, wares, merchandise or other property in or on the Leased premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, invitees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the

breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

(iii) Certificates of Insurance

(a) Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish Landlord with proof of payment acceptable to Landlord of any required coverages hereunder, together with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.

(b) In the event any insurance policy(ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.

(c) If a policy does expire during any term of this Lease, a renewal certificate must be sent to Landlord fifteen (15) days prior to the expiration date.

17. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (i) The vacating or abandonment of the Leased Premises by Tenant;
- (ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;
- (iii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (ii) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion, such additional time to complete not to exceed thirty (30) additional days;
- (iv) The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless,



in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or, the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days; or

(v) The filing or recordation of a lien against the Leased Premises, the Building or the Silver King Market Place as a whole due to any action or inaction of Tenant.

#### B. REMEDIES

(i) In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(ii) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to, the cost or recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be reasonably avoided. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of: 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph; or 2) proceeding under subsection (iii) immediately below.

(iii) Maintain Tenant's right to possession, in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including the right to declare a landlord's lien on Tenant's personal property located on the Leased Premises. Where a landlord's lien is declared by Landlord, Landlord may, without notice or demand to Tenant, terminate Tenant's right to possession of the premises until Landlord has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Landlord declare a landlord's lien on the Leased Premises pursuant to this paragraph, this Lease shall not be considered terminated, and Landlord shall have a right to recover rent as it becomes due.

C. DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, the holder of any first mortgage may perform in Landlord's place and Tenant must accept such performance.

D. HOLDOVER BY TENANT

If Tenant shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants and conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Landlord to take such action in law or equity as Landlord may have under the provisions of this Lease or otherwise.

E. BANKRUPTCY OF TENANT

If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Tenant's assets or of this leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Lessor may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

18. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain

necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Landlord to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### 19. TITLE

A. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage/deed of trust upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage; provided however, that as a condition to such subordination, the holder of any such encumbrance shall enter first into a written agreement with Tenant reasonably satisfactory to such encumbrancer in form suitable for recording to the effect that:

(i) In the event of foreclosure or other action taken under the encumbrance by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and

(ii) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the encumbrancer or any person claiming under the encumbrancer shall succeed to the interest of Landlord in this lease, Tenant will attorn to and recognize said encumbrancer or person as its Landlord under the terms of this Lease; provided, that said encumbrancer or person for the period during which said encumbrancer or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder, but shall not be liable for prior defaults of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

B. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and

quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

## 20. ATTORNEYS' FEES

In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorneys' fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

## 21. NOTICES

Any notice required to be given by or to either Landlord or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

### For Landlord:

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

### For Tenant:

Kim Ehlebracht  
Bucks 4 Style, LLC  
P. O. Box 169  
Florence, AZ 85132

## 22. WAIVER

A waiver of any breach of this Lease, or of any of the terms or conditions by either party hereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

## 23. CANCELLATION OF AGREEMENT

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

{BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND  
ACKNOWLEDGEMENTS APPEAR ON PAGE FOLLOWING}

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease as of the day and year first written above.

**LANDLORD:**

**TOWN OF FLORENCE**, an Arizona municipal corporation

Tom J. Rankin  
Tom J. Rankin, Mayor

9-20-16  
Date

**ATTEST:**

Lisa Garcia  
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

Clifford L. Mattice  
Clifford L. Mattice, Town Attorney

**TENANT:**

**BUCKS 4 STYLE, LLC, an Arizona limited liability company**

By: *Kim Ulbricht*

Its: *Owner*

Date: *9/21/14*

STATE OF ARIZONA       )  
  ) ss.  
County of Pinal        )

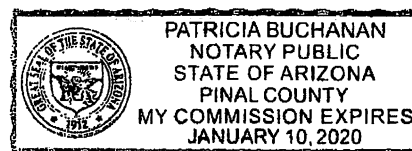
On this *21<sup>st</sup>* day of *September*, 2016, before me, the undersigned Notary Public, personally appeared *Kim Ulbricht*, the *Owner* of Bucks 4 Style, LLC, an Arizona limited liability company, and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained on behalf of the said company.

(Seal and Expiration Date)

*Patricia Buchanan*  
Notary Public

My Commission Expires:

*January 10, 2020*



## EXHIBIT A

### Business Summary

Bucks 4 Style is a consignment store in downtown Florence, Arizona that offers quality clothing at value prices for men, women, and teens. Kim Ehlebracht is the sole proprietor of the business which opened in June 2014. Bucks 4 Style moved to downtown Florence from its first location within two months of opening. The shop moved to the historic Silver King Marketplace in 2015 to provide customers with a unique shopping experience.

The vision for Bucks 4 Style is to be a destination retail store that is locally owned yet gives customers the same level of service as chain consignment stores. Bucks 4 Style offers the consumer great fashion at inexpensive prices with the highest level of customer service. The store allows customers to recycle their gently used clothing in return for cash or store credit. Items that are consigned are closely inspected so customers are assured of the highest quality merchandise. All customers are given consistent and personalized attention to provide the best customer service possible.



**EXHIBIT B**

**Tenant Modifications**

**[PLACE HOLDER FOR ALL PERMANENT TENANT IMPROVEMENTS]**

Addendum to Lease Agreement Dated October 1, 2016

This Addendum is made and entered into as of April 3, 2017 to Lease Agreement dated October 1, 2016, by and between the Town of Florence, Arizona "Landlord" and Bucks 4 Style, LLC "Tenant".

This Addendum is intended to and shall modify Paragraph 1. Leased Premises of said Lease Agreement, by adding to and further defining the parties' understanding and agreement as to the Leased Premises.

Any term or provision of the Lease Agreement which applies to Paragraph 1. Leased Premises shall also apply to this Addendum. This Addendum shall be attached to and incorporated into the Lease Agreement as though fully set forth therein.

Paragraph 1. Leased Premises

Tenant shall also have access to the east unit of the "Carriage House", adjacent to the Premises. The Carriage House is leased to Tenant in as-is condition. Tenant understands and agrees that the Landlord will not provide any interior improvements or maintenance services for the Carriage House. Further, the Landlord will provide only such exterior maintenance on the general structure of the Carriage House as to maintain the integrity of the overall structure. Tenant may only use the east unit of the Carriage House for storage. Any other use of the Carriage House must be approved by Landlord.

Tenant understands and agrees that utilities shall not be provided to the Carriage House under the current allowable occupancy of "U" (Utility). Further, electrical service shall not be supplied with generators, extension cords or other generating or transmission systems. Tenant shall not store flammable substances in the Carriage House.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND  
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Addendum to Lease Agreement as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter  
Tara Walter, Mayor

4/3/17  
Date

ATTEST:

[Signature]  
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

[Signature]  
Clifford L. Matrice, Town Attorney

LESSEE:

Bucks 4 Style, LLC

By: [Signature]

Its: Owner

Date: 4/4/17

## Addendum Two to Modify Lease Agreement Dated October 1, 2016

This Addendum Two is made and entered into with an effective date of February 1, 2019 to the Silver King Market Place Lease Agreement dated October 1, 2016, Addendum One dated April 3, 2017 (the "Lease Agreement") by and between the Town of Florence, Arizona (the "Landlord") and Bucks 4 Style LLC (the "Tenant").

### Recitals

This Addendum Two is intended to and shall modify Section 3. Extensions of the Lease Agreement;

This Addendum Two is intended to and shall modify Section 17. Defaults and Remedies of the Lease Agreement;

Any term or provision of the Lease Agreement which applies to Section 3. Extensions, Section 17. Defaults and Remedies shall also apply to this Addendum Two. This Addendum Two shall be attached to and incorporated into the Lease Agreement as though fully set forth therein;

The parties acknowledge and agree that the Lease Agreement has been extended on a month-to-month basis and this Addendum Two is elected by the parties to apply as special terms pursuant to Section 3 Extensions of the Lease Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant state, confirm and agree as follows:

1. Notwithstanding any provision in the Lease Agreement to the contrary, the parties acknowledge and agree that any month-to-month tenancy applicable to Tenant may be terminated by Landlord upon 48-hour notice to Tenant for any reason and in the sole and exclusive discretion of the Town.
2. Notwithstanding any provision in the Lease Agreement to the contrary, the parties acknowledge and agree that the failure by Tenant to observe or perform any covenants, conditions or provisions of the Lease to be observed or performed by Tenant on a particular date, including but not limited to payment of rent, payment of utilities, and payment of any form of taxes, shall immediately constitute a material default and breach of this Lease and Landlord shall be entitled to all remedies set forth in the Lease and at law or in equity and Tenant expressly waives any right to cure such material default and breach.
3. Upon the occurrence of any breach or default by Tenant, Tenant expressly waives all claims for damages or specific performance that could arise by contract, at law or in equity against the Town of Florence and its elected officials, employees, agents, and representatives.

Applicability of Lease. Except as amended hereby, the Lease Agreement and Addendum One shall remain in full force and effect and all Recitals stated in this Addendum Two shall be considered enforceable provisions of the Lease Agreement.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Addendum Two to Lease Agreement as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

\_\_\_\_\_  
Tara Walter, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford I. Mattice, Town Attorney


LESSEE:

Bucks 4 Style, LLC

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

Its: \_\_\_\_\_

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

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6b.</b>
<b>MEETING DATE:</b> February 19, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Benjamin Bitter, Assistant to the Town Manager  <b>SUBJECT:</b> Sludge Hauling 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 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:**

Award a contract to Right Away Disposal, LLC. for Solid Waste Services (Sludge Hauling component only).

**BACKGROUND/DISCUSSION:**

For many years, the Town has contracted with A.C. Sanitation Services for sludge hauling operations, to dispose of solid waste resulting from the Town's wastewater treatment process.

This fall, the Town advertised for two separate requisitions. The first was a Request for Proposals (RFP) for Solid Waste Services (which was comprised of residential trash service and an option for sludge hauling services). The second was an Invitation to Bid (ITB) for a licensed bio-solids hauling contractor. Staff received multiple responses to each request.

In analyzing the RFP, Staff looked at the quality of submittals for each of the firms. Staff does not recommend entering into a new contract for residential trash service at this time, as our existing contract (which the Town has the option of renewing until June 2023) provides similar services for a lower price for our residents. The sludge hauling component of the proposal, however, could result in additional savings and greater efficiencies than continuing with our existing contractor.

The ITB received two responses, including one from our current contractor. While these bids were responsive, Staff believes that greater efficiencies and value can be achieved by rejecting these bids, and instead utilizing the RFP to award a contract for Sludge Hauling Services.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not enter into an agreement with Right Away Disposal for Sludge Hauling Services.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence would enter into a Services Agreement with Right Away Disposal, LLC.

**FINANCIAL IMPACT:**

The Town of Florence has spent the following on Sludge Hauling Services over the past few years:

- Fiscal Year 2017: \$128,887
- Fiscal Year 2018: \$164,111
- Fiscal Year 2019: \$140,000 (projected)

Under the proposal from Right Away Disposal, Staff anticipates reducing costs to the Sanitation Fund by up to 20%.

**ATTACHMENTS:**

- Services Contract for Sludge Hauling Services
  - Request for Proposals (RFP)
  - Response to RFP

TOWN OF FLORENCE  
SERVICES  
AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between Right Away Disposal ("**Vendor**") and the Town of Florence, a political subdivision of the state of Arizona ("**Town**"), effective as of February 19, 2019 (the "Effective Date"). Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS:

- A. Town requires the services of an independent contractor to provide Sludge (hereinafter "Services");
- B. Town requested proposals in order to obtain these Services;
- C. The Vendor submitted the successful proposal;
- D. Town desires to contract with the Vendor to provide these Services; and
- E. The Vendor is ready, willing, and able to provide the Services.

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

AGREEMENTS

1. SCOPE OF SERVICES

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

Unless otherwise noted herein, in case of a conflict between the terms of the Agreement and the terms of any other documents related to the Services, the terms of this Agreement shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to Town for entering into the Agreement with Vendor.

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

2. ADDITIONAL SERVICES OR ALTERATIONS

The entire Scope of Services to be performed in accordance with this Agreement is set forth in **Exhibit "A"**. Services which are not included in **Exhibit "A"** will be considered "Additional Services". The Services provided shall conform to the requirements of the Town's solicitation and Vendor's proposal attached as **Exhibit "B"** which is



incorporated herein. The Vendor shall not perform such Additional Services without the prior written authorization in the form of an approved change order or contract amendment from Town. In the event the Vendor performs such Additional Services without prior written authorization from Town, it shall be presumed that the Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such Additional Services.

3. ACCEPTANCE

All materials and Services are subject to final inspection and acceptance by Town. Materials or Services failing to conform to the specifications of this Agreement shall be held at Vendor's risk and may be returned to the Vendor. If returned, all costs are the responsibility of the Vendor. Town may elect to do any or all of the following: (i) waive the non-conformance; (ii) stop the work immediately; (iii) bring materials into compliance; (iv) terminate the Agreement and seek all remedies available in law and in equity. This shall be accomplished by a written determination by Town.

4. FEES

Vendor shall be paid according to the schedule set forth in **Exhibit "C"**.

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

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

5. TERM OF AGREEMENT

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

6. WARRANTIES

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

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

The Vendor warrants that the materials supplied under this Agreement are free of liens. Unless otherwise modified elsewhere in this Agreement, the Vendor warrants that for one year after acceptance by Town of materials and Services, they shall be: (i) of a quality to pass without objection in the trade under the Agreement description; (ii) fit for the intended purposes for which the materials and Services are used; (iii) within variations permitted by the Agreement and are of even kind, quality, and quality within each unit and among all units; (iv) adequately contained, packaged and marked as the Agreement may require; and (v) conforming

to the written promises or affirmations of fact made by the Vendor. The Vendor warrants that any materials and Services supplied shall be fit for all purposes and uses required by the Agreement. The warranties set forth herein are not affected by inspection, testing of or payment for the materials or Services by Town. The materials and Services supplied under this Agreement shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits. Vendor warrants that all materials (including software and hardware) and Services delivered under this Agreement will conform to the requirements of this Agreement (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the materials or Services by Town shall not alter or affect the obligation of Vendor or the rights of Town under the foregoing warranties. All representations and warranties made by the Vendor under this Agreement shall survive the expiration or termination hereof. The Vendor shall, in accordance with all terms and condition of the Agreement, fully perform and shall be obligated to comply with all purchase orders received by the Vendor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Agreement.

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

## 7. TERMINATION OF AGREEMENT, OR PORTIONS OF SERVICES

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

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

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

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

- (A) The Vendor fails to adequately perform the Services set forth in the Agreement;

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

The Vendor shall have ten (10) days from receipt of Town's written notice to provide a response to Town that is satisfactory to Town, in its sole discretion, regarding the cause and the steps the Vendor has or will undertake to address all issues of concern. In the event the Vendor fails to address any issue of concern Town may, at its sole option, pursue one or more of the following remedies:

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

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

#### 8. INDEPENDENT CONTRACTOR

It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

#### 9. AMENDMENT AND ENTIRETY OF CONTRACT

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

#### 10. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Vendor agrees:

- (A) To submit all reports and invoices specified in this Agreement in a timely manner.
- (B) To preserve and make available all records for a period of five (5) years from the date of

final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:

- i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the

date of any such termination.

- ii. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by Town shall be retained by the Vendor until such appeals, litigations, claims or exceptions have been finally resolved.

- iii. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

#### 11. CONFLICT OF INTEREST

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

#### 12. APPROVAL BY TOWN

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

#### 13. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Vendor hereunder, shall be assigned in whole or in part by Vendor without the prior written consent of Town and such attempted assignment shall be null and void and a material breach of this Agreement and shall transfer no rights to the purported assignee.

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

#### 14. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties

are hereby put on notice that this Agreement is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

#### 15. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

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

#### 16. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. § 41-4401, Vendor warrants to Town that Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Vendor acknowledges that a breach of this warranty by Vendor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Town retains the legal right to inspect the papers of any employee of Vendor or any subcontractor who works on this Agreement to ensure compliance with this warranty.

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

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

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

#### 17. OWNERSHIP OF DOCUMENTS

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

## 18. INDEMNIFICATION

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

Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

## 19. INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK

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

## 20. CHANGES

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

## 21. NO AUTHORITY TO BIND TOWN

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

## 22. DECLARATION BY VENDOR

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

## 23. NOTICE

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

## 24. WAIVER AND SEVERABILITY

None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of

such party and delivered to the other party. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

## 25. INSURANCE

- (A) The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
  - i. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
  - ii. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
  - ii. Statutory Workman's compensation.
- (B) The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- (C) Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- (D) The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of

Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.

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

## 26. COUNTERPARTS

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

## 27. INCORPORATION OF RECITALS

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

## 28. ATTORNEY'S FEES

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

## 29. CONSTRUCTION

The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own



choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

30. DISPUTES, GOVERNING LAW

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

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

31. ENTIRE AGREEMENT

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

32. LICENSES

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

33. PERMITS AND RESPONSIBILITIES

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

34. LIENS

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

35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages

assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

36. TAXES

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

37. INCORPORATION BY REFERENCE

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

38. SURVIVAL

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

39. PROHIBITED BOYCOTT

Pursuant to A.R.S. 35-393.01, the Vendor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this \_\_\_\_ date of \_\_\_\_\_, 2018.

TOWN OF FLORENCE:

VENDOR:

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

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

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

**Exhibit “A”**

**Scope of Services**

Sludge Hauling. The Town of Florence operates two (2) wastewater treatment plants with the following required process resulting in sludge hauling.

- Dewatered sludge or “cake” conveyed from a belt filter presses into a dumpster
- Secondary process grit removal conveyed to a dumpster
- Primary process treatment resulting in screenings placed and/or conveyed into a dumpster

#### 1. GENERAL INFORMATION/INTENT

The Town of Florence is seeking qualified Contractor(s) to remove, transport, stabilize and/or dispose of waste water grits, rags, solids (pre-treatment) and biosolids (post-treatment) from the South Wastewater Treatment Facility to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Arizona Department of Environmental Quality (ADEQ) regulations. All material shall be disposed of in a manner that complies with all federal, state and local regulations. The selected Contractor will be fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations.

#### 2. PERMITS, TAXES, LICENSES AND FEES

The successful bidder shall at their own expense obtain all necessary permits, pay all license fees and taxes and shall be required to comply with all local ordinances, State and Federal laws, rules and regulations and interlocal agreements that may apply to this contract.

A Town of Florence Business License is required. Copies of all required licenses may be included with the Bidder’s proposal and on an annual basis thereafter, or upon request of the Town.

#### 3. DISPOSAL PLAN/PRICING

The Contractor will provide a written plan which will serve to identify the methods that will be utilized to remove, transport, stabilize and dispose of dewatered raw waste-activated biosolids and pretreatment grits, rags and solids.

To ensure the Town receives the strongest pricing possible the Town reserves the right to secure disposal services directly with a disposal or other processing residuals management facility.

#### 4. VOLUMES - GRITS, RAGS AND SOLIDS (PRE-TREATMENT)

The Town seeks to have a Contractor provide appropriately-sized roll-off containers or alternative, as approved by the Town, hauled by the Contractor to an appropriate ADEQ permitted Residuals Management Facility (RMF) or another disposal location as determined by the Contractor, and approved by the Town. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Arizona Department of Environmental Quality (ADEQ).

Biosolids generated by this facility may be transferred to Department Approved biosolids Treatment Facility and/or for bioenergy or disposed of in a Class I solid waste landfill.

The South Waste Water Treatment Facility generates approximately 31 tons of Grits, Rags, and Solids per year which equates to an estimated 21 pulls annually.

- a. Containers will be loaded by Town personnel with grits, sand and rags, etc. as removed from the influent stream.
- b. Contractor will pick up full containers within 24 hours of notification from the Town.
- c. Contractor will drop off an empty container when removing the full container.
- d. Service hours will be Monday through Friday, excluding New Year's Day, July 4th, Thanksgiving and Christmas Day.
- e. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the Town harmless from any penalty or sanction, civil or criminal, due to any violation.
- f. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations.
- g. All containers used during the term of this agreement shall be clean and in good condition. Costs of liners which may be necessary should be included in the bid price and provided by the Contractor. The Town reserves the right to request a replacement container for any equipment not meeting the Town's standards. Such replacement shall be delivered, and the defective container removed within 48 hours of the Town's request.
- h. The Town, at its discretion, may provide a staging area for empty containers, if the Contractor so desires. The Town assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use Town property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the Town. All equipment parked on Town property must be properly tarped/covered when not actively being loaded.

## 5. VOLUMES - SLUDGE

Bidder will transport to any ADEQ permitted Residuals Management Facility (RMF) which receives Class B material for disposal or other disposal location as determined by the Contractor and approved by the Town. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Arizona Department of Environmental Quality (ADEQ).

The Town reserves the right to request copies of all current ADEQ permits for the RMF or disposal facility to be utilized by the Contractor for disposing of or receiving of biosolids generated by the Town.

The Town shall not be held responsible for treatment, management, use or disposal

violations that occur after its residuals have been accepted by a permitted residuals management facility or disposal facility with which the Town has an agreement to accept biosolids.

The Town will maintain responsibility for operation and maintenance of all “wet end” equipment up to and including the belt filter press and their associated screw conveyors. The Town will be responsible for depositing dewatered raw waste-activated biosolids into dump trailers provided by the Contractor for further treatment and disposal after authorized release by the Town.

Contractor will be fully responsible for all conveyance of dewatered waste-activated biosolids. The Contractor shall be responsible for weighing of loaded trucks at the disposal site or public weigh station convenient to the delivery route. The Town may use truck scales located at GTL to verify the weight of empty and loaded trailers. The Contractor’s area of responsibility will include, but not be limited to, vehicle traffic in accordance with all regulatory requirements including the Arizona Department of Transportation and OSHA, as required.

The South Waste Water Treatment Facility generates approximately 2,140 tons of Bio Solids per year which equates to an estimated 282 pulls annually.

- a. Containers will be loaded by Town personnel with dewatered waste-activated biosolids.
- b. Contractor will pick up full containers within 24 hours of notification from the Town.
- c. Contractor will drop off an empty container when removing the full container.
- d. Service hours will be Monday through Friday, excluding New Year’s Day, July 4th, Thanksgiving and Christmas Day.
- e. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the Town harmless from any penalty or sanction, civil or criminal, due to any violation.
- f. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor’s expense, in accordance with all applicable laws and regulations.
- g. All containers used during the term of this agreement shall be clean and in good condition. Costs of liners which may be necessary should be included in the bid price and provided by the Contractor. The Town reserves the right to request a replacement container for any equipment not meeting the Town’s standards. Such replacement shall be delivered, and the defective container removed within 48 hours of the Town’s request.
- h. The Town, at its discretion, may provide a staging area for empty containers, if the Contractor so desires. The Town assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use Town property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the Town. All equipment parked on Town property must be properly tarped/covered when not actively being loaded.

## 6. RETENTION OF RECORDS - SLUDGE HAULING AND DISPOSAL

Contractor agrees to retain all bookkeeping and/or accounting records, including supporting documentation pertaining thereto, for a period of five (5) fiscal years as defined by the Town, provided applicable audits have been released. Applicable audits are defined as those audits performed by the Town's internal or external auditors.

**Exhibit “B”**

**Vendor Proposal and Town Solicitation**



**Exhibit “C”**

**Vendor Fee Schedule**

**FORM 6: COST FORM FOR TOWN SLUDGE HAULING SERVICES**

Solid Waste			
Roll-off Size	Collection Rate	Disposal Rate	Container Rental Rate
12 CY	\$ 245.00 /Container/Pall	\$ 20.00 /Ton	\$ 50.00 /Container
20 CY	\$ 245.00 /Container/Pull	\$ 20.00 /Ton	\$ 50.00 /Container

# TOWN OF FLORENCE

## 2018RFP

SOLID WASTE SERVICES

December 14, 2018

**e-Copy of Original**



3755 South Royal Palm Road  
Apache Junction, Arizona 85119

**RAD**services.com

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Welcome



*We believe every great organization is defined by how they deliver on quality, service, communication and respect. We covet these and believe they are our competitive point of difference in how we put them in practice every day. Our successful relationship driven belief of engagement enables us to be extremely effective for our customers and the municipalities we serve.*

**Right Away Disposal (RAD)** is the largest locally based, full-service provider of waste collection, removal, hauling, recycling, portable toilets and landfill services for municipalities, communities and commercial businesses in Arizona. With headquarters in Apache Junction, locations in Phoenix, Globe, Tucson and Maricopa, state-of-the-art technology and equipment, and an impressive transportation fleet, we're poised and ready to help customers across the entire waste stream — saving you time, effort and money while reducing your company's environmental impact. It's also what separates RAD as a leader in this industry, our business model is always flexible and evolving, which allows us to build meaningful, long-term relationships with our customers — relationships that are based on quantifiable results.

*Our approach is simple. A great deal of RAD's management team comes from the service side of the business, not the sales side. Profitability is not the main focus; the main focus is our customers. We want to not only meet but exceed your goals and expectations, while becoming an integral part of your team. If we do this, and continually do it well, together we will be successful.*

## Why RAD?

From the very beginning, RAD has been proud of its Arizona roots. Founded by Bart Powell and Jeremy Takas in 2007, both Arizona natives, we have always operated under a simple philosophy – “If you deliver exceptional customer service, your local reputation and business will flourish”. Nearly a decade later, that conviction is the foundation to our success. We're more deeply involved with the communities and businesses we serve, which has allowed us to expand throughout Arizona.



^ RAD Corporate Headquarters and Waste & Recycling Campus  
Apache Junction, Arizona

*We are a mission-driven, valued-based, locally based Arizona company. RAD, as a whole, provides over 280 full-time jobs, which encompasses management team, sales, operations, customer service, maintenance and MRF (Material Recovery Facility) support staff — 100% of these jobs are fulfilled by Arizona residents.*



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Welcome

## **East Valley Transfer Station and Corporate Campus - Apache Junction**

3755 South Royal Palm Road  
Apache Junction, Arizona 85119

Our original facility and corporate headquarters makes Apache Junction a special place for us. Suitably located in the fast-growing East Valley, RAD's multi-functional facility is designed to fulfill the increasing growth of companies, communities and municipalities with comprehensive waste and recycling services.



## **RAD Recycling Center - Apache Junction**

Corporate Campus

The 30,000 sq. ft. state-of-the-art facility is Pinal County's only Material Recovery Facility (MRF). This facility addresses the growing regional demands for sustainability through the reuse and recycling of a large number of materials, mostly collected through single-stream curbside programs.



## **West Valley Transfer Station - Phoenix**

3000 South 19th Avenue  
Phoenix, Arizona 85009

Opened in 2016, the West Valley, 6 plus acre, campus has already made a great impact in fulfilling the growing market demands and increasing RAD's footprint to further enhance service for customers in Phoenix and West Metro communities.



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Welcome

## Tucson Operations

### The RAD Regional Landfill - Florence

22316 South Harmon Road  
Florence, Arizona 85132

The RAD Regional Landfill located between Phoenix and Tucson is instrumental in how waste is appropriately handled and disposed. The 500 acre landfill meets and exceeds all subtitle D regulations, set by state and federal guidelines, for proper and environmentally safe waste disposal. Possessing a landfill is significant in the waste industry, it provides flexibility and cost saving options for our customers.



### NEW Tucson Campus - South Tucson

6250 South Del Moral Blvd  
Tucson, Arizona 85706

Opened in July 2018, RAD's new Tucson location, acquired in the recent merger of Arizona Sanitation, is strategically located to increase new areas of service in the South Tucson communities and to continue to support the current customers in Marana and Oro Valley. RAD's Tucson base operations, including sales and maintenance, are also located within the campus.



## Maricopa Operations

### RAD Waste & Recycling Center - Maricopa

46250 West McDavid Road  
Maricopa, Arizona 85139

RAD Maricopa is a joint-city partnership to reduce the amount of recyclable materials going to landfill and eliminate waste discarded in neighboring desert land. The Facility is dedicated to the community of Maricopa, it offers the safest disposal of construction, landscape and household solid waste, in addition to green-friendly alternatives in recycling.



## Globe-Miami Regional Operations

### RAD Service Facility - Globe-Miami

606 Live Oak Street  
Miami, Arizona 85539

The Globe-Miami Service Facility places RAD's regional base operations with great focus on supporting residential, commercial and industrial trash/recycling services for communities of the Cooper Corridor.





# RFP 2018 SOLID WASTE SERVICES



Required RFP Description of Bid Items Check List

## Chapter 1 - **General Information** - Page 5

- ☒ Cover Letter
- ☒ Letter of Intent
- ☒ Form 1: Statement of Organization
- ☒ Form 2: Certificate of Insurability
- ☒ Form 3: Acknowledgement of Addenda

## Chapter 2 - **Experience & Qualifications** - Page 11

- ☒ Form 4: Experience
- ☒ Key Personnel
- ☒ Statement of Independence
- ☒ Litigation, Regulatory Actions and Payment of Liquidated Damages

## Chapter 3 - **Financial Statement** - Page 18

- ☒ Financial Statement

## Chapter 4 - **Method of Approach** - Page 21

- ☒ Method of Approach

## Chapter 5 - **Billing** - Page 35

- ☒ Method and Billing Structure

## Chapter 6 - **Cost Information** - Page 37

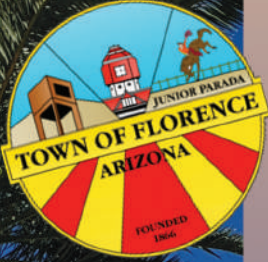
- ☒ Residential Services
- ☒ Sludge Hauling

## Chapter 7 - Page 41

- ☒ Other Requested Documents

## Chapter 8 - Page 45

- ☒ RFP Copy



TOWN of FLORENCE



# TOWN of FLORENCE

## General Information

Cover Letter - [Page 6](#)

Letter of Intent - [Page 7](#)

Form 1: Statement of Organization - [Page 8](#)

Form 2: Certificate of Insurability - [Page 9](#)

Form 3: Acknowledgement of Addenda - [Page 10](#)

## Chapter



RFP 2018  
SOLID WASTE SERVICES







**RAD Waste & Recycling**  
*Headquarters*  
3755 South Royal Palm Road  
Apache Junction, Arizona 85119  
office | 480.983.9100  
fax | 480.983.9102

**RAD Landfill**  
22316 South Harmon Road  
Florence, Arizona 85132

**RAD Phoenix Operations**  
3000 South 19th Avenue  
Phoenix, Arizona 85009

**RAD Waste & Recycling Center**  
**Maricopa Operations**  
46250 West McDavid Road  
Maricopa, Arizona 85139

**Front-Load Commercial Waste**



**Rolloffs**



**Toilets**



**Residential**



**RADservices.com**

**Cover Letter**

To: The Town of Florence  
775 North Main Street  
Florence, Arizona 85132

RE: Notice for Request for Proposal for  
Solid Waste Service

Speaking for the entire Right Away Disposal (RAD) service team, it has truly been an honor and privilege to have serviced the Town's trash and recycling provider for nearly five years running. With an extensive understanding of the Town's waste and recycling services, Right Away Disposal (RAD) would like to continue its stellar partnership in servicing the residents of the Town of Florence for many years to come.

Please accept my cover letter as the authorized person to bind Right Away Disposal (RAD) to the Town's RFP for continued Solid Waste Services if awarded.

A handwritten signature in black ink that reads "Bart Powell".

Bart Powell  
Division Vice President  
Right Away Disposal



**RFP 2018**  
**TOWN of FLORENCE**  
**SOLID WASTE SERVICES**



**Letter of Intent**



Last year Right Away Disposal marked its ten-year anniversary, this milestone is only made possible through RAD's dedication in customer satisfaction, quality of service and commitment to its municipality partners. It has been a great honor and privilege as the service provider for the Town of Florence and hope to continue this partnership for the next term of service.

**Intent Outline:**

Proposer: Right Away Disposal (RAD)  
Municipality: Town of Florence

***The cover letter shall include the following statements:***

- a. **Proposal is a binding offer for a 180-calendar day period from the opening date as specified in this RFP.**

**Authorized Key Contact:**

Name: Bart Powell  
Title: Division Vice President  
Address: 3755 South Royal Palm Road  
Apache Junction, Arizona 85119  
Phone: 480.688.7411 direct  
Email: Bart@RADservices.com

- b) **The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to the Proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any materials facts."**

***I agree to the above two statements***

Bart Powell  
Division Vice President  
Right Away Disposal

12-14-2018

Date

We look forward to you reviewing the materials we have completed within this proposal and hope that it provides the requirements in awarding this RFP to RAD.

## FORM 1: STATEMENT OF ORGANIZATION

### 1. PROPOSER

Full Name of Business: Waste Connections - DBA Right Away Disposal (RAD)

Principal Business Address: 3 Waterway Square Place - Suite #110  
The Woodlands, Texas 77380

Principal Phone Number: 832.442.2200

Local Business Address: 3755 South Royal Palm Road  
Apache Junction, Arizona 85119

Local Business Contact Person: Bart Powell - 480.688.7411 direct

Local Business Fax: 480.983.9102

Local Business E-Mail: Bart@RADservices.com

Type of Organization: Waste and Recycling Services

Tax ID #: 94-3409848 - Copy Attached on the few pages

License #: 20837916-J - Copy Attached on the few pages

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) Bart Powell

(b) Jeremy Takas

(a) \_\_\_\_\_

### 2. SERVICE OPTIONS

Service Options Proposed (check all that apply):

☒ Residential Solid Waste Services, Residential Bulk Waste Services, Residential Recycling Services and Town Facility Recycling Services.

☒ Town Facility Solid Waste Services

☒ Town Sludge Hauling Services

### 3. SUBCONTRACTOR

List of all firms participating in this Proposal:

Name	Address	Area of Responsibility
------	---------	------------------------

(a) N/A

(b) \_\_\_\_\_

(e) \_\_\_\_\_

(d) \_\_\_\_\_

## FORM 2: CERTIFICATE OF INSURABILITY

By submitting a Proposal, the submitting Proposer certifies that it is fully aware that the Insurance Requirements contained in the Agreement apply whether awarded one or more Service Options pursuant to this RFP. Furthermore, the Proposer assures the Town of Florence that it is able to produce the insurance coverage required should it be selected for award of the Agreement,

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for further projects by the Town of Florence.



Signature of Proposer

Bart Powell

Printed Name of Signee

Right Away Disposal

Company Name

December 10, 2018

Date

*RAD currently maintains the proper requirements outlined by the Town for insurance coverage.*

**FORM 3: ACKNOWLEDGEMENT OF ADDENDA:**

By submission of this Proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

Addendum Number	Description of Addendum
Addendum #1	December 4, 2018 - Bid Document Changes

All posted documents, within the Town's website, regarding this RFP are provided on the following pages. RAD has also induced a copy of the RFP on Chapter



Bart Powell  
Division Vice President  
Right Away Disposal

12-14-2018  
Date





Town of Florence  
Public Works Department  
444 N. Warner Street  
Florence, AZ 85132  
(520) 868-7614  
[www.florenceaz.gov](http://www.florenceaz.gov)

**COPY**

**Addendum #1  
Solid Waste Services Agreement  
RFP**

December 4, 2018

**Bid Document Changes**

Page #A25: FORM 5.2 – COSTS FOR RESIDENTIAL SOLID WASTE SERVICES WITHOUT RECYCLING; STRIKETHROUGH Item 3. *Semiannual Bulk Waste Event* under the Residential Bulk Waste Services Section, due to inconsistencies in the original RFP.

This Addendum supplements and amends the original Request for Proposal for Solid Waste Services and shall be taken into account in the Proposal document. The Addendum shall become part of the Contract documents. Acknowledgement of receipt of this Addendum is required on *Page A21, Form 3: Acknowledgement of Addenda* of the Proposal to be submitted.

# COPY

## FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES AND RESIDENTIAL BULK WASTE SERVICES

### Form 5.2 - Costs for Residential Solid Waste Services WITHOUT RECYCLING

Service Rate	Monday through Thursday Collection Week	
	Different Day Collection [2]	
Residential Solid Waste Services		
1. Solid Waste Collection/Disposal Service Rate [2]	\$	/Unit/Month
2. Solid Waste Cart Rate [1] 96 Gallon	\$	/Unit/Month
Residential Bulk Waste Services		
1. Bulk Waste Collection Rate	\$	/Ton
2. Bulk Waste Disposal Rate [2]	\$	/Ton
3. Semiannual Bulk Waste Event	\$	/Ton
Residential Cart Change Rate [3]	\$	/Cart

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Proposer may provide a choice of the size of Carts for solid waste to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96-gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid and be designed to easily fit through gates and doors.
- [4] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.



# TOWN of FLORENCE

## **Experience and Qualifications of the Proposer**

Form 4: Experience - [Page 12-13](#)

Key Personnel - [Page 14-16](#)

Statement of Independence  
Disclosure of Preclusion from Participating  
in Public Procurement  
Litigation, Regulatory Actions and Payment  
of Liquidated Damages History  
Compliance Records - [Page 17](#)

## Chapter 2





#### FORM 4: EXPERIENCE

Proposer shall provide a minimum of three (3) references of public agencies, cities, towns, private companies, contracts or communities presently being served by the Proposer with similar services to those being proposed in this proposal

1. Name of Public Agency: Town of Queen Creek  
Address: 22358 S Ellsworth Road  
Queen Creek, AZ 85142  
Phone Number: 480.358.3831  
Contact Person: Ramona G. Simpson - Ramona.Simpson@queencreek.org  
Year Contract Initiated: 2010 - Current  
Number of Residential Units Served: 12,000+  
Description of Services: Waste, Recycling and Commercial Services - The municipality has exercised its three (3) one (1) year extensions pushing service to 2020  

2. Name of Public Agency: City of Tolleson  
Address: 9555 W Van Buren Street  
Tolleson, AZ 85353  
Phone Number: 623.478.8730  
Contact Person: Jamie McCracken - JMccracken@tollesonaz.org  
Year Contract Initiated: 2016 - Current  
Number of Residential Units Served: 1,400 plus  
Description of Services: Waste, Recycling and Commercial Services  

3. Name of Public Agency: Johnson Ranch HOA  
Address: 1475 East Bella Vista Road  
San Tan Valley, AZ 85143  
Phone Number: 480.987.8073  
Contact Person: Robin Scott, CMCA - Robin.Scott@fsresidential.com  
Year Contract Initiated: 2010 - Current  
Number of Residential Units Served: 6,400 plus  
Description of Services: Waste, Recycling and Commercial Services - Renewed Service for Five Additional Years in October 2015  
See Letter of Reference included  




**FORM 4: EXPERIENCE (continued)**

4. Name of Public Agency: City of Eloy  
Address: 628 North Main Street  
Eloy, AZ 85131  
Phone Number: 520.466.9201  
Contact Person: Harvey Krauss - HKrauss@eloyaz.gov  
Year Contract Initiated: 2010 - Current  
Number of Residential Units Served: 3,300 plus  
Description of Services: Waste, Recycling and Commercial Services



5. Name of Public Agency: The Villages of Copper Basin - HOA  
Address: 28300 North Main Street  
Queen Creek, AZ 85143  
Phone Number: 480.882.1378  
Contact Person: Jo Ann Hannigan, CAAM - JHannigan@premieraz.com  
Year Contract Initiated: July 2018 - Current  
Number of Residential Units Served: 2,350 plus  
Description of Services: Waste and Recycling



*See Letter of Reference included*



To Whom It May Concern,

September 4, 2018

It gives me great pleasure in taking this opportunity to offer a formal recommendation for Right Away Disposal (RAD). If your community is considering a new trash and recycling program, I couldn't endorse a better partner than RAD.

Prior to my arrival in January 2018, RAD was already under contract and servicing the community since July 2012. In 2016, RAD was, unanimously, voted by the board to extend the agreement for five (5) additional years of service. This contract extension incorporated the first ever curbside recycling program, a sustainable goal desired by the community. From my understanding, RAD was instrumental in providing education and vital outreach in making this change of service seamless.

With nearly a year of working with RAD I now understand why their contract was extended. Servicing the 6000+ homes of Johnson Ranch requires a great deal of knowledge and attention. This is where RAD continues to shine. The following benefits of service is consistently delivered;

- Friendly drivers who are passionate about knowing our homeowners
- Responsive to all Management/HOA needs, communications and homeowner requests
- Knowledgeable Customer Service staff with very little wait time
- Dedicated Community Liaison, Sr. Management contact, capable of making immediate decisions
- Clean and trouble-free equipment
- Cart repair and/or replacement completed under one week

While these facts are impressive, it's RAD's true partnership and community involvement that sets them apart from other vendors and solidifies our "community building efforts." We value our partnership and encourage you to consider them; see for yourself what we are experiencing!

Sincerely,  
Robin Scott, CMCA  
Johnson Ranch General Manager  
[robin.scott@fsresidential.com](mailto:robin.scott@fsresidential.com)  
480-987-8073



**Community Association**

28300 N. Main Street  
San Tan Valley, AZ 85143  
480-882-1378

~~~~~

August 8, 2018

To Whom It May Concern,

Please find my referral for Right Away Disposal (RAD). We contracted with them in May of this year. To say the least, we are very pleased and glad that we made this decision.

The transition was more than we expected. Prior to the start date, our residents were well informed. The HOA had a meeting and a special introduction of RAD to field any questions or concerns on new service. RAD produced a pamphlet and had it delivered to each home announcing new service and how to prepare. It truly provided a piece of mind and comfort for the homeowner. The pamphlet was also attached to the new carts. The start-up and delivery of carts was wonderful. New, clean carts without holes or dents. No glitches and no complaints. The residents were able to contact the customer service department at RAD and receive immediate response, although the issues were small and few. The representatives are well informed for their position and dedicated to customer satisfaction. Our residents are pleased with the new service and have praised the drivers for being courteous.

Our former company was not involved in the community and it showed. They promised to attend meetings and events only to cancel prior or on the day of. Their customer service department was a nightmare and provided little in resolving customer complaints. The only time we received much needed attention was when we delivered our cancellation notice.

I must say, awarding RAD has saved me numerous hours of trying to contact someone when issues arise. Larry Williams, Sales and Marketing Director, seems to be available 24 hours a day, seven days a week. I send emails in my off hours and he responds. And, fortunately we don't have too many reasons to contact Larry. Can't beat that dedication.

Sincerely,

Jo Ann Hannigan, CAAM, CMCA  
Copper Basin Community Manager  
[jhannigan@premieraz.com](mailto:jhannigan@premieraz.com)

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## 2. Key Personnel



**Bart Powell**  
*Division Vice President*  
Bart@RADservices.com  
direct | 480.688.7411

Bart Powell is a Division Vice President for Right Away Disposal. In this capacity, Mr. Powell oversees all operations for Right Away Disposal and serves as the primary contact for all Municipal contracts. He is a founding partner of Right Away Disposal (RAD).

Under his leadership and guidance, RAD has grown as an Arizona company and currently employs over 251 people that reside in our communities. During this time, RAD has opened a fully licensed landfill and a state of the art recycling facility with a focus on diverting materials from the waste stream and promoting sustainability.

RAD has also acquired and merged with four other solid waste, recycling and portable toilet companies over the past five years. Under Mr. Powell's direction, RAD's customer base now includes 200,000 plus residential customers in both Phoenix and Tucson markets. This is also

coupled with book of business for commercial front load, roll off and portable toilets.

Before founding RAD, Mr. Powell served as District Manager for Waste Services, Inc. and Arizona Waste Services. His responsibilities included the oversight of operations for over 150 collection vehicles, two transfer stations and one landfill in the Phoenix Metro Area.

From 1999 to 2003, Mr. Powell was the owner of ABC Disposal in Phoenix. ABC Disposal operated 17 trucks and provided residential and roll off trash services in the Phoenix Metro Area.

Mr. Powell takes great pride in working with community outreach programs and continually participates in events that promote Arizona job growth. He is dedicated to expanding and developing RAD's services with a commitment to sustainable resources and an eco-friendly footprint.



**Jeremy Takas**  
*District Manager*  
Jeremy@RADservices.com  
direct | 480.980.7353

Jeremy Takas is District Manager with Right Away Disposal. He serves as Director of personnel, operations and accounting. He is a founding partner of Right Away Disposal (RAD). As Director, Mr. Takas is responsible for the daily management of the departments listed above.

Since the inception of RAD, Mr. Takas has also worked diligently on business development by instilling an attitude with all employees to deliver premium, on time and quality levels of service. With this model, RAD has grown to over 260 employees working as truck drivers, equipment operators, maintenance technicians, office and sales staff in addition to other support positions.

RAD's growth has been steady and continues to expand as they have recently opened a state of the art Material Recycling Facility (MRF) and a fully licensed and approved landfill. RAD also purchased the assets and business of four local hauling companies over the past five years.

Prior to forming RAD, Mr. Takas served as Operations Manager for Waste Services, Inc. and Arizona Waste Services. He was responsible for managing the services for all commercial and residential customers in the East Valley. He was instrumental in securing the side load and commercial front load contract for the City of Eloy.

Mr. Takas was the Operations Manager for ABC Disposal from 1999 to 2003 and was responsible for all daily operations which included 17 collection vehicles servicing twenty thousand residential customers.

Mr. Takas knows and understands the value of hard work and dedication having attained the status of ASE Certified Technician for Heavy and Medium Trucks. He has a hands on management style and is very mindful of growing the business here in the State of Arizona to the benefit of our neighbors, customers and fellow Arizonans.

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## 2. Key Personnel



**Jennifer Barton**

*Office Manager*

Jennifer@RADservices.com  
direct | 480.776.1305

Jennifer Barton is the Office Manager at Right Away Disposal (RAD). As office manager, she is responsible for all office related matters including: inside sales calls, customer service issues, municipal work orders, residential work orders, account receivables and payables.

Mrs. Barton has extensive experience in scheduling, organizing and delegating work assignments to the office staff. She excels in dealing with walk in customers and has the skills and demeanor to resolve issues in timely fashion.

From 2006 to 2008 Mrs. Barton worked as an Administrative Assistant for Pace Concrete and Plumbing, Inc. in Apache Junction, AZ. Her responsibilities at that time were to ensure

accuracy on time and material entries on work orders, manage accounts payable, accounts receivable and account aging. In addition she was responsible for data entry, filing, dispatch, customer service scheduling and answering incoming phone calls. She supplied additional office support as needed and greeted walk in customers.

From 2003 – 2006 she worked for Arizona Plumbing Co, Inc. in Mesa, AZ as Office Manager. She managed weekly payroll, receivables, payables and account aging. She also managed inventory, customer service and the dispatch department in addition to scheduling work.



**Larry Williams**

*Sales and Marketing Director*

Larry@RADservices.com  
direct | 602.677.5308

Larry Williams joined Right Away Disposal (RAD) in January of 2015 as the Director of Sales and Marketing. He leads the effort to create and maintain strong bonds with the company's municipality and HOA Community client base through innovative community outreach programs and recycling education/awareness.

Prior to joining RAD, Larry held the position of Director of Marketing with United Fibers from 2010 to 2014. He has directed countless marketing and business development initiatives that increased market placement and significant awareness in recycling. Larry has collaborated with partner corporations, municipalities and governmental organizations that include the City of Mesa, City of Chandler, City of Tempe, Town of Queen Creek, City of Casa Grande and the Federal Reserve Bank (Currency Division, San Francisco) to help shape the company's environmental strategy and goals.

In 2013 Larry fostered North America's first municipal curbside "Textile Recycling" Program with the Town of Queen Creek. This highly successful recycling initiative received numerous awards and media attention that included Wall Street Journal, New York Times and USA Today.

From 1998 to 2010, Larry served as the CEO for Oasis Printing and Publishing, specializing in Power Sport related publications. Larry directed the many aspects of marketing, branding, PR and retail distribution through several periodical outlets including Barnes and Nobles. Beyond his corporate duties Larry also integrated his journalism and photography skills as a regular contributor to the editorial staff.

A native of Seattle, Washington, Larry holds a Bachelors of Arts degree in Communication from Washington State University.



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## 2. Key Personnel



**Thomas Bray**  
*Director of Safety*  
Thomas@radservices.com  
direct | 480.797.2452

Thomas Bray currently holds the position of Director of Safety for Right Away Disposal (RAD).

His previous position at RAD was General Manager West Phoenix Division, which included the construction and startup of the RAD Phoenix Transfer Station.

Prior to joining RAD he served as Director of Operations and Safety for Roll Offs Hawaii, based on Oahu, Hawaii. This position included day to day oversight and responsibility for all trash and recycling operations including a transfer station. He administered the company health and safety program and worked closely with executives of the First Insurance Company of Hawaii to develop sustainable safety processes and procedures.

Mr. Bray is a career solid waste and recycling professional having more than four decades of industry experience. He began his career as a route driver, before becoming a driver supervisor and then moving into management roles. His first management position was as facility Operations Manager followed by District Safety Manager for collection and post collection operations for USA Waste. He was then promoted to Asst. General Manager for all company operations including collection routes, three transfer stations, a truck repair facility, the container maintenance department and a material recycling facility (MRF).

His next position was District Maintenance Manager for Waste Management in WA state. During this tenure, he won the title of Top Shop, a coveted and esteemed corporate award for cost control and safety excellence.

Mr. Bray relocated to Arizona in 2005, as Senior District Fleet Manager with Waste Management, with responsibility for four operating districts and over 135 pieces of equipment. He voluntarily resigned from Waste Management in 2012, assumed his executive role in Hawaii, ultimately leaving in 2014.

His experience and significant accomplishments include the development and implementation of a county wide residential, multi-family and commercial recycling program. He has contract management experience, leading the effort to establish new rates and service levels for Federal Naval Housing in Kitsap County, WA. His leadership resulted in extending the trash and recycling contract for the company. He also founded and developed a Medical Waste Disposal company which was sold to Stericycle.

Mr. Bray has many years of front line customer relations experience through involvement in community programs, liaison activities and customer service initiatives.

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Items 2. through 6.



### **3. Statement of Independence**

The Proposer (RAD) has no personal relationships involving the Town, subcontractors, or its employees that would have any conflicting interest to the RFP or proposed services.

### **4. Disclosure of Preclusion from Participating in Public Procurement.**

The Proposer (RAD) and its Key Personnel have not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or any such preclusion from participating from any public procurement activity currently pending.

### **5. Litigation, Regulatory Actions and Liquidated Damages History**

The Proposer (RAD) and its Key personnel have no past or pending civil, legal, regulatory and criminal actions occurring within the U.S. or involving a governmental entity as a party.

### **6. Compliance Records.**

The Proposer (RAD) and its Key Personnel have no past or pending violations, corrective notices, enforcement actions or orders, warning notice or other forms of permit violation/non-compliance matters.



# TOWN of FLORENCE

## *Financial Statement*

2016 Audited Financial Statement - [Page 19](#)

2017 Audited Financial Statement - [Page 20](#)

# Chapter 3



RFP 2018  
SOLID WASTE SERVICES





**Please Note:** Due to the number of pages of each report, RAD is providing a complete version of each 2016 and 2017 audited financial reports on the provided Flash Drive, conveniently located in the front inside cover pocket of this proposal. File Names are 2016 Form 10-K and 2017 Form 10-K.

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2016

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 1-34370



**WASTE CONNECTIONS, INC.**

*(Exact name of registrant as specified in its charter)*

**Ontario, Canada**

*(State or other jurisdiction of incorporation or organization)*

**98-1202763**

*(I.R.S. Employer Identification No.)*

**610 Applewood Crescent, 2<sup>nd</sup> Floor**

**Vaughan**

**Ontario L4K 0E3**

**Canada**

*(Address of principal executive offices)*

**(905) 532-7510**

*(Registrant's telephone number, including area code)*

Securities registered pursuant to Section 12(b) of the Act:

**Common Shares, no par value**

*(Title of each class)*

**New York Stock Exchange**

**Toronto Stock Exchange**

*(Name of each exchange on which registered)*

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

**Please Note:** Due to the number of pages of each report, RAD is providing a complete version of each 2016 and 2017 audited financial reports on the provided Flash Drive, conveniently located in the front inside cover pocket of this proposal. File Names are 2016 Form 10-K and 2017 Form 10-K.

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

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For the fiscal year ended December 31, 2017

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 1-34370



**WASTE CONNECTIONS, INC.**  
(Exact name of registrant as specified in its charter)

**Ontario, Canada**  
(State or other jurisdiction of incorporation or organization)

**98-1202763**  
(I.R.S. Employer Identification No.)

**610 Applewood Crescent, 2<sup>nd</sup> Floor**  
**Vaughan**  
**Ontario L4K 0E3**  
**Canada**  
(Address of principal executive offices)

**(905) 532-7510**  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:  
**Common Shares, no par value** **New York Stock Exchange**  
(Title of each class) **Toronto Stock Exchange**  
(Name of each exchange on which registered)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐



# TOWN of FLORENCE

## Method of Approach

General Proposal Requirements - [Page 22-30](#)

Recycling Service Proposal Requirements - [Page 31-33](#)

Solid Waste and Recycling Services

Residential Bulk Waste Services - [Page 34](#)

Town Sludge Hauling Proposal Requirements

# Chapter 4



RFP 2018  
SOLID WASTE SERVICES





# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## Description of Collection Equipment



RAD's method of approach for collecting solid waste and recycling material has always been tailored to meet the needs of the Town of Florence and the services that are specified within the Request for Proposal. The maximum age of the collection vehicles shall be 2012 or newer and will continue to fulfill the this requirement during the entire term of the service contract.

### Heil, Volvo, Mack and Peterbilt

Fully automated curbside collection truck, able to service 35-95 gallon containers.

Currently, RAD has 95 Sideload Vehicles within its service fleet.



### Heil, Volvo, Mack and Peterbilt

Rearload compacting collection truck. Ideal for limited or small road access needing to service small containers, curbside bags or in-ground container collection.

Currently, RAD has 16 Rearload Vehicles within its service fleet.



### Volvo and Peterbilt

Frontload commercial collection truck. Service metal frontload containers ranging from 2-8 yards.

Currently, RAD has 13 Frontload Vehicles within its service fleet.



### Mack and International Rolloff Trucks

Rolloff collection service, generally used for construction, industrial and bulk collections services. Sizes range from 15 to 40 yards.

Currently, RAD has 42 Rolloff Vehicles within its service fleet.



### Focus of Safety - On-board Recording

Part of RAD's commitment to driver and customer safety is the power to proactively manage driver behavior. With its newly implemented onboard video recording, RAD has the ability to access driver information for a greater understanding of habits or alter behavior. It's also a key tool to properly address missed service or customer complaints, which provides the ability to take corrective actions.

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



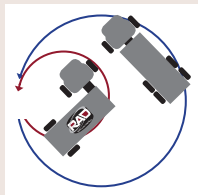
## Description of Collection Equipment



### All vehicles are not created equal

Lowest price doesn't always win. The duration of any waste agreement can sometimes be dignified by the cost of street repairs from some waste providers. RAD's Starr tractor-trailer configuration boasts an enviable 42-foot curb-to-curb turning radius — 40% better than a straight frame vehicle — navigating with ease around cul-de-sacs, alleys, dead-end streets, and cars parked at the curb. More importantly, this greatly reduces the amount of wear to vehicle tires and public streets.

Due to the wheel configuration, straight frame garbage trucks create greater friction while turning, which strains pavement to stretching, rolling and cracking.



*RAD's Starr residential sideload trucks improve turns by nearly 40% than straight frame trucks.*



*Before and After - Wear and tear cost municipalities money. Two years of service from traditional straight frame trucks.*

### **RAD Service Center - Apache Junction** Corporate Campus

The RAD fleet of trucks are meticulously serviced, washed and maintained weekly under its 28,000 plus sq. ft, high-tech service facility. A team of 21 certified full-time mechanics and support staff maintain the highest of standards and safety in the industry.

To continue this focus, RAD delivers on one of the best safety records in the industry. All route and service drivers are DOT certified and drug tested quarterly. Through rigorous training and quality control, RAD maintains one of the lowest accident/injury ratios in the waste industry, which creates a culture that puts employee, customers and communities safety first. RAD will also fulfill the City's ambition to have all associated drivers and staff, meet annually with the City of Goodyear Police Department, to increase the quality and safety of provided service.





# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## Description of Collection Equipment



### On-board Spill Containment Kit

Emergency spill response is a vital responsibility for addressing hydraulic leaks or service spills including HHW. Fast, professional response is also critical to proper handling and clean-up. Every spill situation must be managed with a commitment to safety and full compliance with all applicable regulations, from the initial response to clean-up. Fluid leaks and spills are unfortunately a common occurrence, especially for waste disposal companies. With any spill, the first priorities are safety and containment.

In the event of a spill or leak RAD has equipped its service fleet with an on-board spill containment kit. Each kit includes the following:

- Five (5) lbs of Solid-a-Sorb
- 25 PIG® Absorbent Mat Pad
- Two (2) PIG® Blue Absorbent Sock - Fluid Containment to drains
- Shovel, broom and 5 gallon bucket for clean-up residual

### Solid-a-Sorb by EP Minerals - 100% Natural

EP Minerals mines and produces the two most commonly used granular absorbents for the automotive, industrial, janitorial, automotive/service related and remediation industries. Solid-a-Sorb, a 100% natural diatomaceous earth product, provides a safe and reliable option for cleaning liquid spills and is ideally suited for your waste remediation needs. Known for its porosity and extraordinary surface area, Solid-a-Sorb provides a conducive atmosphere for microbial "bugs" to grow and speed up the natural biodegradation of oil based liquids. Solid-a-Sorb is non-corrosive and non-reactive in acids (except hydrofluoric acid), making it safe for personal handling and outdoor use.

### PIG® Blue Absorbent Sock

The heaviest sock features extra-dense construction to hug floors, roadways, pathways and stay in place while containing spills. Fine-grade vermiculite filler quickly absorbs leaks, drips and spills; great for spill response or absorbing machine leaks, indoors or outdoors. Stitch-bonded, polypropylene skin resists bursting; reduces dust and holds in liquid, even when saturated. Absorbs and contains most common industrial liquids - oils, water, solvents and coolants. Environmental safe.

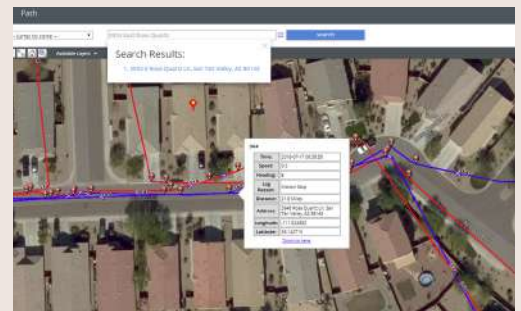


### PIG® Absorbent Mat Pad

PIG Mat lasts 2x longer than ordinary mats for fewer change-outs. Absorbs everything. Works everywhere. Eight layers of 100% polypropylene are thermally bonded to make PIG Mat the strongest mat on the market; won't rip, tear or fray even when saturated. Pads are ideal for catching drips and soaking up spills. Absorbs most common industrial liquids - oils, water, solvents and coolants. Environmental safe.

### Fleet GPS - Service Verification

To improve accuracy of service, RAD has fitted its complete fleet of service vehicles with GPS Monitoring. This provides a means of verifying completion of routes and service. It also allows RAD's Service Management to evaluate the driver's speed in addressing safety concerns.



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## Description of Collection Equipment



### Support Local, Buy Local

At RAD, we believe strongly in supporting Arizona and the local communities through buying local. All products and services involved in our business process are sourced locally whenever possible. This business belief is one of the motives why RAD purchases its carts through Otto Industries, located in Eloy, Arizona. Every new cart, currently utilized in Florence's residential waste and recycling service, display the "Made in Arizona" label.



Otto Carts are uniquely designed with contoured body for optimized automated lifting body. The cart footprint is engineered for stability; resists tipping during service and provides greater stability in the event of high-wind weather. Durable "double-pinned" lid, contoured water reducing lip and metal lift bar provides customer and Town with trouble/maintenance free service. All carts are in compliance with A.N.S.I standards. In addition, RAD's carts are earth tone in color, and blend nicely into the community oppose to the branded colors of our competition.

RAD's service vehicles go through weekly inspections and maintenance to minimize damage to its waste and recycling carts. With past experience, we also see significant results in extending the carts service life by not exceeding weight limitations due to disposing of rocks, bricks or heavy sharp metals. This message is conveyed through regular education and outreach to the community.

### Containers

RAD offers one of the largest, most diversified, inventories of frontload containers in the industry. Built from prime high quality steel and maintained for both durability and appearance, will reassure our customers many years of maintenance-free service.

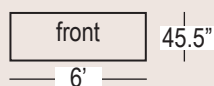
#### 12-Yard Roll Off



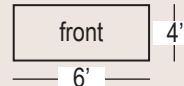
#### 20-Yard Roll Off



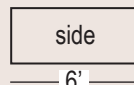
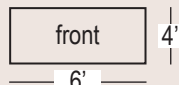
#### 2-Yard Container



#### 4 Yard Container



#### 6 Yard Container



### Collection Rates for Frontload

Container Size  
Trash or Recycling (recycling only once per week)

|                | 2-Yard | 3-Yard | 4-Yard | 6-Yard | 8-Yard |
|----------------|--------|--------|--------|--------|--------|
| Once per week  | \$65   | \$75   | \$85   | \$100  | \$120  |
| Twice per week | \$95   | \$120  | \$140  | \$170  | \$210  |

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## Collection Route Schedule and Maps



The current collection schedule in place for the Town of Florence will continue to mirror the current trash and recycling program, which will reduce confusion and inconveniences for its residents. Any proposed adjustments will be presented to the Contract Administrator for review and approval a minimum of ninety (90) calendar days prior to commencement date.

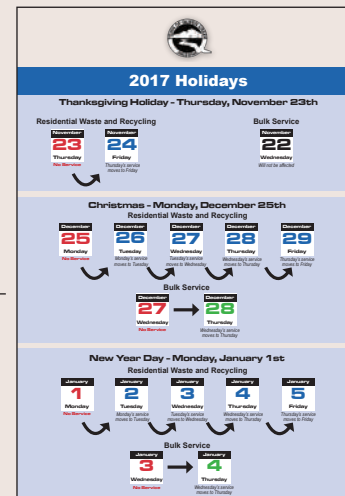
### Attention to Detail

RAD has one of the most experienced residential route map coordinators in the industry. A sample of the detailed routes, samples shown to the right, indicate directional arrows for each street in the community that services is being provided to. With the directional arrows, block numbers are also included so that route drivers can be confident that the route they are servicing will efficiently encompass every home within an area to be serviced. Most, if not all, street names will appear on the maps. All maps will be included within a "Driver Binder" and multiple copies of each map will be included within the binder so that maps will not be lost, damaged, or possibly given to another driver if assistance is needed. Recently Florence's service was moved from Tucson to Apache Junction Operations, this change will provide a greater focus of implementing additional equipment and manpower when called upon.



### Holiday Collection

In reducing heavy call volume, RAD takes a very proactive approach informing its communities on holiday closers. These efforts include social media, Constant Contact, reverse side of billing, website updates and ongoing outreach material, similar to the Town of Queens Creek's bill insert reflect to right. RAD observes four (4) holidays throughout the year and will not provide collection service on these Holidays: July 4th, Thanksgiving, Christmas Day, and New Year Day.





# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Disposal and Processing Contracts

## The RAD Regional Landfill

### Location:

22316 South Harmon Road  
Florence, Arizona 85132

### Name Owner:

Right Away Disposal  
(please see supporting documents on page on pages 34 and 35)

### Contact Name and Phone

#### Number of the Site Manager:

Bart Powell  
480.688.7411

### Anticipated Remaining Site Life:

150 plus year

The RAD Landfill was meticulously engineered and conveniently positioned, between Tucson and Phoenix, to fulfill years of waste disposal. Unlike the old “dumps” of the past, it is a very complicated system designed to protect groundwater and the environment from contamination, much of the engineering and expansion is shown below.

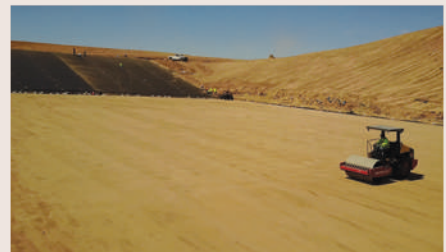
The RAD Landfill took years of planning and development, which require a significant investment, including a seven mile stretch of roadway. The landfill is divided into cells or designated areas where the land will be prepared for trash disposal, the most current cell to open is number 3.



^ The 500 acre landfill meets and exceeds all subtitle D regulations, set by state and federal guidelines, for proper and environmentally safe waste disposal.

## Cell 3

Building a new landfill cell takes months and involves various stages of construction. Many of the steps in building the cell must be tested to make sure standards are being met before moving on to the next phase of construction. A new cell is built approximately every two years at RAD. The most recent under construction, Cell 3 shown below, was opened June, 2017 and covers approximately 11 acres of surface.



# RFP 2018

# TOWN of FLORENCE

## SOLID WASTE SERVICES



Disposal and Processing Contracts



### Evidence of Ownership - Landfill



Janice K. Brewer  
Governor

#### ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • www.azdeq.gov



Henry R. Darwin  
Director

#### MUNICIPAL SOLID WASTE LANDFILL MASTER FACILITY PLAN APPROVAL NUMBER 51185900.00 (LTF # 59550)

##### 1.0 Facility Information and Approval Signature

In accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 4:

Facility Name: Durham Regional Landfill

Permittee as Owner: Durham Regional Landfill, LLC  
3755 S. Royal Palm Road  
Apache Junction, Arizona 85119

Permittee as Operator: Waste Technologies, LLC dba Right Away Disposal  
3755 S. Royal Palm Road  
Apache Junction, Arizona 85119

is authorized to operate in accordance with the solid waste facility plan as specifically described in the Master Facility Plan Approval that follows. The Durham Regional Landfill is located in Pinal County approximately 6 miles north and 3 miles east of the I-10 Red Rock Interchange (Exit 226), in Section 35, Township 8 South, Range 10 East, of the Gila and Salt River Base Line and Meridian.

Latitude: 32° 40' 57" North  
Longitude: 111° 17' 18" West

This Master Facility Plan Approval shall be deemed effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all the conditions described in the remainder of this approval document.

Approved on behalf of the Arizona Department of Environmental Quality:

Laura L. Malone, Director  
Waste Programs Division

Signed this 15<sup>th</sup> day of June, 2014

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

Printed on recycled paper

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## Approach to Minimize Container Damage

### Dedication to Quality and Service

The longevity and ROI (return on investment) with the purchase on new collection carts is substantial in all municipality curbside programs. To protect this investment and assure the quality of its carts, RAD's equipment is meticulously inspected on a regular basis to ensure that the hydraulic pressure is not excessive, and containers are not improperly handled. Field supervisors will monitor the activities of drivers, and labor personnel for proper lifting techniques and handling of all containers. These procedures are vital in extending the life of its carts and equipment.



RAD also encompasses a vast inventory of carts and parts for swift repairs. Currently, if a cart is damaged (i.e. broken or missing lid/wheels or cracks/holes in the cart), as a result of normal use RAD replaces or repairs, free of charge, on the next day of scheduled service. In addition, RAD will provide cart delivery at no-cost to the Town or resident. RAD will retain ownership of all provided carts

### Missed Service Plan

In the event that regular collection is delayed for reasons such as holiday's, storms, or other events such as road construction, or missed pick up, RAD will provide services on a later date. The services provided on a later date will be determined by nature of the event that caused the delay.

### Storms or Other Natural Disasters

RAD will has never had a delay in collection from a storm or natural disaster. However, if an unforeseen storm or natural disaster were to take place and service was delayed. RAD will look for alternate collection methods to ensure collection takes place at the soonest opportunity. This would include the use of service trucks, roll off trucks, frontload trucks, or other assets we have in the fleet.

### Road Construction

RAD will make every effort to provide service on the scheduled day of collection. If a customer is completely inaccessible on the service day RAD will service the material on the next day.

### Missed Service Collection

RAD has made every effort to service a customer that have been missed or set their container out late for service on the same day. However, in the event our operation is complete for the given service day, RAD will provide services on the following day. If there is an overflow of material at the missed service location due to RAD error, we will collect all material set out for collection.



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Self-Haulers



## Two Locations for Self-Haulers

RAD understands the responsibility in providing both landfill and transfer trash services to the residents of Florence. With over ten years of proven results, RAD's facilities will meet and fulfill the Town's requirements for the disposal of solid waste and providing a destination for these services.

The Hours of RAD's Disposal Locations - Days and Hours of Operation:

Apache Junction

Monday to Friday 6:00 am - 5:00 pm

Saturdays: 7:00 am - 4:00 pm

Sundays: Closed

RAD Landfill

Monday to Friday: 8:00 am - 4:00 pm

Saturdays: By Appointment Only

Sundays: Closed

All visitors must check in at Weigh Station before traveling within the facility. Weight tickets are provided at time of processed loads, which are distributed by the Weigh Station Representative. Residents dropping material off at any RAD Waste Transfer Station or Landfill must wear high visibility apparel or a safety vest. They may bring their own safety vest or high visibility apparel or they can purchase a vest for \$8 at the scale house upon arrival.

All collected waste and debris will be the sole responsibility of RAD for proper disposal.

The designated unloading area will not impede residents during their visit or during the offloading process.

RAD owns its processing, transfer and disposal facilities, which are reflected in the following documents and on public record with the State of Arizona, Maricopa and Pinal Counties, EPA and the cities of Apache Junction, Phoenix and Florence. RAD's disposal facilities meet all requirements and comply with federal, state and local ordinances.

RAD recognizes the following holidays:

Independence Day, Thanksgiving Day, Christmas Day and New Year's Day

*Service at the RAD facilities will not be available during these holidays*

RAD accepts MSW (municipal solid waste), household solid waste, construction debris, and green waste material. No household hazardous waste is accepted, such as motor oil, tires, wet paint, and other related hazardous material.

Acceptable Green Waste will include; branches, palm fronds, twigs, weeds, leaves, grass and vegetation clippings"



< To assist the landfill or transfer station visitor, RAD has installed informational signage. This signage includes rules and regulations, directional for residential unloading area/navigating through the facility and addresses safety concerns beneficial in reducing unforeseen accidents.

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Recyclable Materials to be Collected



## Award Winning Recycling Programs for Your Community

Recycling, in particular, is very important to every municipality. More recycling means less trash in landfills across Arizona. Recycling does more than improve our environment. It helps keep our streets clean, and it saves the residents money by decreasing the amount of solid waste that they dispose of. RAD offers municipalities a convenient, comprehensive, rewarding recycling program to enhance the community's goals of sustainability.

## Acceptable Recyclables Through Florence Curbside Single-Stream Recycling



### Paper

Office paper, copy paper, computer paper, envelopes, junk mail, newspaper, advertising inserts, magazines, catalogs, Post-It notes, NCR forms, telephone books, brown paper bags

### Cardboard

Carton: Milk, juice, creamer

Chipboard: Office supply boxes, cereal boxes



### Glass

Beverage and food bottles and jars

### Plastic

**PET or #1 Plastics:** water and soda bottles, **HDPE or #2 Plastics:** milk and water jugs, **PVC or #3 Plastics:** packaging, pipe, blister packs, **LDPE or #4 Plastics:** container lids, squeeze bottles, cups, **PP or #5 Plastics:** food containers & bottles, bottle caps, **PS or #6 Plastics:** food service cups, plates, trays, clamshells, CD cases, **Other or #7 Plastics:** some water or juice bottles



### Steel/Tin

Food cans



### Aluminum

Beverage cans



Due to the current global ban on recyclables abroad and fulfilling unattainable contamination benchmarks, RAD is working steadily with domestic outlets for processing of collected material. One of these options includes local and regional manufactures of cellulose home insulation. RAD sources 100% of its mixed paper, also known as ONP (Old News Print), for cellulose manufacturing. Cellulose is a healthier, more sustainable option, than traditional fiberglass insulation and contains nearly 85% recycled content.

This is one example of RAD's dedication and creative thinking in meeting the sustainability goals of its municipality partners.

**Please Note:** The above items are accepted through RAD's Recycling Material Recovery Facility (MRF).



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



## Processing Site Information

### The RAD Recycling Center - Apache Junction

The two year old, 30,000 sq. ft. state-of-the-art facility, which represents an investment of over \$13 million dollars and 35 new jobs, is Pinal County's only MRF. Named the RAD Recycling Center, this facility addresses the growing regional demands for sustainability through the reuse and recycling of a large number of materials, mostly collected through single-stream curbside programs.



RAD's Material Recovery Facility - photo taken 8.16.2017



From left to right, plastic grades, paper and cardboard bales, recovered aluminum can bales - photo taken 8.16.2017

The RAD Recycling Center is equipped to process over 46,000 tons of recyclable material annually (175 daily), representing the equivalent of 2,300 tractor trailer loads of material that's diverted from landfills. The aluminum, plastic, paper, cardboard and steel that is recovered at the facility. As of September 4, 2018, the RAD Recycling Facility is operating at 58% capacity.

### Requested Information

Location: RAD East Campus  
3755 South Royal Palm Road  
Apache Junction, Arizona 85119  
Owner: Right Away Disposal, LLC  
Contact: Jeremy Takas, District Manager - 480.980.7353

### Hazardous Waste

All hazardous waste, received through the MRF, are identified, contained and properly disposed, which meet all state and county codes.

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Processing Site Information



## Evidence of Ownership - Landfill



**PINAL COUNTY**  
*wide open opportunity*

### Certificate of Occupancy

#### County of Pinal

#### Department of Building Safety

This Certificate issued pursuant to the requirements of the International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the County regulating building construction or use. For the following:

Permit Number: **PER15-00435**

|                                                                                                                                   |                                                                                |                                         |     |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------|-----|
| <i>Address of Structure</i>                                                                                                       | 3755 S ROYAL PALM RD 0001<br>APACHE JUNCTION, AZ 85119                         |                                         |     |
| <i>Owner's Name</i>                                                                                                               | WASTE TECHNOLOGIES LLC                                                         |                                         |     |
| <i>Owner's Address</i>                                                                                                            | 3755 S ROYAL PALM RD, APACHE JUNCTION, AZ 85119                                |                                         |     |
| <i>Proposed Use</i>                                                                                                               | RECYCLING SORTING FACILITY                                                     |                                         |     |
| <i>Automatic Sprinkler</i>                                                                                                        |                                                                                | <i>Use and Occupancy</i>                | S-1 |
| <i>Occupant Load</i>                                                                                                              |                                                                                | <i>Type of Construction</i>             | VB  |
| <i>Edition of code under which this permit was issued</i> _____                                                                   |                                                                                |                                         |     |
| Final Inspection Date: <b>12/14/2015</b>                                                                                          |                                                                                |                                         |     |
| <i>Special Conditions:</i>                                                                                                        | EXISTING RESTROOM FACILITIES ON SITE. FIRE PLANS APPROVED BY AJ FIRE DISTRICT. |                                         |     |
| <br><b>Tony Guasp, Chief Building Official</b> |                                                                                | <b>December 17, 2015</b><br><i>Date</i> |     |



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Solid Waste, Bulk and Sludge Hauling and Processing



## Collection Method of Approach

**Residential Solid Waste** Collection service for the Town of Florence will be serviced in the present manner with a fully automated one-man collection vehicle (see Description of Collection Equipment on Page 22). Residents have been/will be provided with a 96-gallon refuse container (see Description of Collection Equipment on Page 25). This collection service will take place on the current RAD schedule. Service will begin promptly at 6:00 a.m. Material collected will be delivered to both RAD East Valley Campus and RAD Landfill designated locations identified within this proposal.

**Residential Recycling** Service for the Town of Florence will be serviced with a fully automated one-man collection vehicle. 96-gallon recycle containers have been/will be provided to all participating residents. This collection service will take place on the current RAD schedule. Service will begin promptly at 6:00 a.m. Material collected will be delivered to the RAD Recycling Material Recovery Facility (MRF) identified within this proposal.

**Residential Bulky Item** Collection for the Town of Florence will be serviced with a two-man rearload collection vehicle monthly, per quarterly specified service zone. Collection service for bulky items will take place four (4) times per year basis at resident locations. This material will be collected from the curbside. Residents will be encouraged to place items at the designated location by 5:00 a.m. Items will include: yard and tree clippings less than 4' in length bundled; furniture; box springs; mattresses; carpet cut into 4' strips; appliances (FREON MUST BE REMOVED); and, other similar items. NO tires, liquids, paint, batteries, pesticides or 55-gallon drums will be accepted. RAD will team with the Town of Florence Staff to accommodate residents that wish to pay for additional bulky items collection that exceeds the allotted size or amount of debris or the time frame for services required. Material collected will be delivered to the designated disposal location identified within this proposal. RAD provides a step-by-step outline in preparing Bulk Material on its website - RADservices.com under "Bulk".

**Sludge Waste** for the Town of Florence will be serviced with 12 and 20-yard supplied roll-offs depending on individual needs. These services will take place on requested dates of service with a one-man roll-off driver. Material collected will be delivered to the designated disposal facility identified within this proposal.



# TOWN of FLORENCE

## Billing

Billing Method of Approach - [Page 36](#)

# Chapter 5



RFP 2018  
SOLID WASTE SERVICES



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Billing



## Billing Method of Approach

Right Away Disposal (RAD) will continue to implement the same process presently in place with the Town of Florence's current waste and recycling services. This process meets the outline proposed within the Solid Waste Disposal Agreement reflected on Page B17, under "Billing and Collections".

This method has proven acceptable from the Town with very little complications or deviations.



# TOWN of FLORENCE

## Cost Information

Residential Services - [Page 38-39](#)

Sludge Hauling - [Page 40](#)

# Chapter 6



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SOLID WASTE SERVICES





# RFP 2018

# TOWN of FLORENCE

## SOLID WASTE SERVICES



### Residential Services 5.1



#### FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES AND RESIDENTIAL RECYCLING SERVICES

Form 5.1 - Costs for Residential Solid Waste Services

| Service Rate                                    | Monday through Thursday Collection Week     |                                             |
|-------------------------------------------------|---------------------------------------------|---------------------------------------------|
|                                                 | Same Day Collection [1]                     | Different Day Collection [2]                |
| <b>Residential Solid Waste Services</b>         |                                             |                                             |
| 1. Solid Waste Collection/Disposal Service Rate | \$ 8.00 /Unit/Month                         | \$ 8.00 /Unit/Month                         |
| 2. Solid Waste Cart Rate [3] (96 Gallon)        | \$ 0.00 /Unit/Month                         | \$ 0.00 /Unit/Month                         |
| <b>Residential Bulk Waste Services</b>          |                                             |                                             |
| 1. Bulk Waste Collection Rate                   | \$ 75.00 /Ton<br><i>One (1) ton Minimum</i> | \$ 75.00 /Ton<br><i>One (1) ton Minimum</i> |
| 2. Bulk Waste Disposal Rate [4]                 | \$ 0.00 /Ton                                | \$ 0.00 /Ton                                |
| <b>Residential Recycling Services</b>           |                                             |                                             |
| 1. Recycling Collection Service Rate            | \$ 5.95 /Unit/Month                         | \$ 5.95 /Unit/Month                         |
| 2. Recycling Cart Rate [3] [5]                  | \$ 0.00 /Unit/Month                         | \$ 0.00 /Unit/Month                         |
| Residential Cart Change Rate [6]                | \$ 20.00 /Cart                              | \$ 20.00 /Cart                              |

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling Services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.
- [3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [4] Disposal Rate shall be the sole fee charged for the disposal of Bulk Waste.
- [5] Proposer may provide a choice of the size of Carts for solid waste and recycling to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96-gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container, provided, however, that the Town may, in its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and so long as the recycle logo is clearly displayed. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid and be designed to easily fit through gates and doors.
- [6] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

# RFP 2018

# TOWN of FLORENCE

## SOLID WASTE SERVICES



### Residential Services 5.2



## FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES AND RESIDENTIAL BULK WASTE SERVICES

### Form 5.2 - Costs for Residential Solid Waste Services WITHOUT RECYCLING

| Service Rate                                        | Monday through Thursday Collection Week |                                    |
|-----------------------------------------------------|-----------------------------------------|------------------------------------|
|                                                     | Different Day Collection [2]            |                                    |
| Residential Solid Waste Services                    |                                         |                                    |
| 1. Solid Waste Collection/Disposal Service Rate [2] | \$ 13.95                                | /Unit/Month                        |
| 2. Solid Waste Cart Rate [1] 96 Gallon              | \$ 0.00                                 | /Unit/Month                        |
| Residential Bulk Waste Services                     |                                         |                                    |
| 1. Bulk Waste Collection Rate                       | \$ 75.00                                | /Ton<br><i>One (1) ton Minimum</i> |
| 2. Bulk Waste Disposal Rate [2]                     | \$ 0.00                                 | /Ton                               |
| 3. Semiannual Bulk Waste Event                      | \$                                      | /Ton                               |
| Residential Cart Change Rate [3]                    | \$ 20.00                                | /Cart                              |

#### Addendum #1

#### Solid Waste Services Agreement

RFP - December 4, 2018 - Bid Document Changes

Page #A25: FORM 5.2 – COSTS FOR RESIDENTIAL SOLID WASTE SERVICES WITHOUT RECYCLING;  
STRIKETHROUGH Item 3. Semiannual Bulk Waste Event under the Residential  
Bulk Waste Services Section, due to inconsistencies in the original RFP.

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Proposer may provide a choice of the size of Carts for solid waste to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96-gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid and be designed to easily fit through gates and doors.
- [4] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Form 6: Cost Form for Town Sludge Hauling Services



## FORM 6: COST FORM FOR TOWN SLUDGE HAULING SERVICES

| Solid Waste   |                           |               |                       |
|---------------|---------------------------|---------------|-----------------------|
| Roll-off Size | Collection Rate           | Disposal Rate | Container Rental Rate |
| 12 CY         | \$ 245.00 /Container/Pull | \$ 20.00 /Ton | \$ 50.00 /Container   |
| 20 CY         | \$ 245.00 /Container/Pull | \$ 20.00 /Ton | \$ 50.00 /Container   |



# TOWN of FLORENCE

## **Other Requested Documents**

Deviation/Compliance Certification - [Page 42](#)

Participation in Boycott of Israel - [Page 43](#)

Demonstrating Lawful Presence - [Page 44](#)

W9 and Arizona Tax License

# Chapter 7



RFP 2018  
SOLID WASTE SERVICES

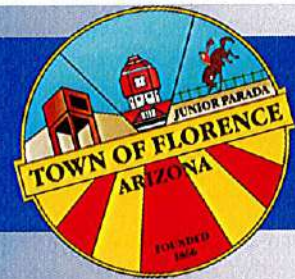




**RFP 2018**  
**TOWN of FLORENCE**  
**SOLID WASTE SERVICES**



Deviation/Compliance Certification



**DEVIATION/COMPLIANCE CERTIFICATION**

If the undersigned Bidder intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

**Article A – Right Away Disposal – Exceptions to RFP – 12.13.2018**

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By signing below, I agree, certify, and warrant that the offer/proposal I am submitting \_\_\_ does \_\_\_ does not (check one line) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Bart Powell

Signature:

Date:

December 13, 2018

**THIS PAGE MUST BE RETURNED WITH THE BID/OFFER/PROPOSAL**

## Article A – Right Away Disposal – Exceptions to RFP – 12.13.2018

RIGHT AWAY DISPOSAL, L.L.C. (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the Request for Proposal (“RFP”) issued by the TOWN OF FLORENCE, ARIZONA (the “Town”). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

### EXCEPTIONS TO RFP

- Contractor takes exception to and requires deletion of or mutually agreeable revisions to the following provisions in the RFP:

The Town will not pay for higher limits, but if the Contractor pays for insurance with higher limits, the Contractor will name the Town as an additional insured on any additional insurance.

Any deductibles or self-insured retentions must be declared and approved by the Town. If not approved, the Town may require that the insurer reduce or eliminate any self-insured retentions with respect to the Town, its officers, officials, agents, employees and volunteers.

Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of the Agreement.

The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

- Contractor takes exception to Section 6.2 of the proposed Solid Waste Services Agreement and requires the following revisions or other mutually agreeable revisions:

6.2 Collection Services Carts. Town and Contractor shall ~~have the sole decision in determining~~mutually agree on the appearance of the Carts.

- Contractor takes exception to Section 6.3 A. of the proposed Solid Waste Services Agreement and requires the following revisions or other mutually agreeable revisions:

A. Purchase, Operation and Maintenance. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating and maintaining Collection and processing equipment for the Term of this Agreement. Town, at its ~~sole-reasonable~~ discretion, shall determine whether the Contractor is or is not properly maintaining the Collection and processing equipment. If the Town determines the Contractor is not properly maintaining the Collection and/or processing equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess liquidated damages in accordance with Section 18 of this Agreement.

- Contractor takes exception to Section 24 of the proposed Solid Waste Services Agreement and requires revisions such that decisions rendered by the Contract Administrator are not “final and binding” or “final and conclusive” and revisions making clear that the Contractor does not waive or release any legal remedies in the event of any dispute relating to the Agreement.

- Contractor takes exception to Section 28 of the proposed Solid Waste Services Agreement and requires the following revisions or other mutually agreeable revisions:

28. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers (“Indemnitees”) harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorneys fees, and costs of claim processing, investigation and litigation (collectively “Claims”) for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, but only to the extent caused, ~~in whole or in part~~ by the negligent ~~or intentional~~ acts or omissions or willful misconduct of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. ~~It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims.~~ It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

- In addition to the terms set forth in the RFP, Contractor requires adding the following provisions or other mutually agreeable provisions into the Agreement:
  1. The Town hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the Agreement. The Town may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Town shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Town shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
  2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Town and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
  3. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any Customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement or Contractor may collect and Dispose of Contaminated materials. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. The Town may, in its sole discretion, enforce the exclusivity provisions of the Contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Town shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Town shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
6. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or Town (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
7. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customers shall have care, custody and control of the equipment while at the service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Solid Waste or Recyclable Materials.
8. Notwithstanding anything herein to the contrary, Contractor may pass through and Customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).



Bart Powell  
Division Vice President

12-11-2012  
Date



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Participation in Boycott of Israel



|                                           |                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------|
| <b>Participation in Boycott of Israel</b> | <b>Town of Florence</b><br><b>PO Box 2670</b><br><b>Florence, AZ 85132</b> |
|-------------------------------------------|----------------------------------------------------------------------------|

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence ("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors/vendors must select one of the following and thereby certify that:**

\_\_\_\_\_ My company does **not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

\_\_\_\_\_ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Right Away Disposal (RAD)  
 \_\_\_\_\_  
Company Name  
 3755 South Royal Palm Road  
 \_\_\_\_\_  
Address  
 Apache Junction, Arizona 85119  
 \_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign  
 Bart Powell  
 \_\_\_\_\_  
Printed Name  
 Division Vice President  
 \_\_\_\_\_  
Title



# RFP 2018 TOWN of FLORENCE SOLID WASTE SERVICES



Bids, Proposals or Qualifications



**Town of Florence**  
**P.O. Box 2670 Florence, AZ 85132**  
**(520) 868-7500**  
**Demonstrating Lawful Presence**

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.  
The Principal of each group, consultant, or organization will complete this form.

**Check the box next to the document indicating lawful presence.**

|                                     |                                                                                                                                                |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | An Arizona driver license issued after 1996 or an Arizona non-operating identification license                                                 |
| <input type="checkbox"/>            | A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements) |
| <input type="checkbox"/>            | A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.                            |
| <input type="checkbox"/>            | A United States certificate of birth abroad.                                                                                                   |
| <input type="checkbox"/>            | A United States passport.                                                                                                                      |
| <input type="checkbox"/>            | A foreign passport with a United States visa.                                                                                                  |
| <input type="checkbox"/>            | An I-94 form with a photograph.                                                                                                                |
| <input type="checkbox"/>            | A United States citizenship and immigration services employment authorization document or refugee travel document.                             |
| <input type="checkbox"/>            | A United States certificate of naturalization.                                                                                                 |
| <input type="checkbox"/>            | A United States certificate of citizenship.                                                                                                    |
| <input type="checkbox"/>            | A tribal certificate of Indian blood.                                                                                                          |
| <input type="checkbox"/>            | A tribal or Bureau of Indian affairs affidavit of birth.                                                                                       |

**\*\*Attach copy of document to this sheet.**

  
\_\_\_\_\_  
Signature of Applicant

December 13, 2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Employee

\_\_\_\_\_  
Date



**RFP 2018**  
**TOWN of FLORENCE**  
**SOLID WASTE SERVICES**



Arizona Privilege Tax License



ARIZONA DEPARTMENT OF REVENUE  
ATTN: License and Registration  
PO BOX 29032  
Phoenix, AZ 85038-9032

**ARIZONA DEPARTMENT OF REVENUE**  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**



The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

**2016**

**ISSUED TO:** WASTE TECHNOLOGIES LLC  
PO BOX 52768  
MESA AZ 85208

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

**LICENSE:** 20837916  
**START DATE:** 01/01/2011  
**ISSUED:** 02/02/2016  
**EXPIRES:** 12/31/2016

**LOCATION:** NUMBER 001  
RIGHT AWAY DISPOSAL  
3755 S ROYAL PALM RD  
APACHE JUNCTION AZ 85119  
1600044555324



This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Waste Connections of Arizona, Inc.**

**2** Business name/disregarded entity name, if different from above  
**Right Away Disposal, L.L.C.**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**3 Waterway Square Place, Suite 110**

**6** City, state, and ZIP code  
**The Woodlands, Texas 77380**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

or

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 4 | - | 3 | 4 | 0 | 9 | 8 | 4 | 8 |
|---|---|---|---|---|---|---|---|---|---|

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► 

Date ► **3/23/18**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# TOWN of FLORENCE

*RFP Copy*

## Chapter 8



RFP 2018  
SOLID WASTE SERVICES



**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON THURSDAY, JANUARY 3, 2019, AT 2:00 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 2:02 pm.

**ROLL CALL:**

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

Absent: Hawkins

**RETREAT AGENDA**

**Introductions and Ice Breaker.**

Each Councilmember introduced themselves and provided a brief synopsis of their background.

An ice breaker was completed that dealt with self-awareness, work styles and team work. Discussion occurred on each Councilmember's style and what the positives and not so positives are for each style. Another activity was to envision what a perfect day of Florence would be like in which each Councilmember described their vision of a perfect Florence.

**Review council suggested edits to the Council Rules and Procedures.**

The Council reviewed the Council Rules and Procedures and forwarded their comments to Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, who discussed each of the comments received and how they would be incorporated, if approved, by the Council, as a whole. The comments included:

- Lobbying
- Add lobbying in Code of Ethics Section
  - Information disseminated will only be to educate the public
  - Council will not take a stand on anything that is a proposition or support a person running for election
  - Council as whole will not to engage in political activity

Councilmember Larsen stated that the comment submitted was in reference to Council lobbying other Councilmembers for support on their idea even though the item has been discussed or the continued resurrection of an issue to garner support for that specific issue. She stated that there is a difference between the public being interested in a topic verses a Councilmember making the public interested in that topic. She stated that the lobbying comment was meant to be internal and not external and to ensure that the Councilmembers are not trying to be swayed in their vote or in the way that they think based on someone being agitated by it.

- Three-minute clock
  - It is important that the public knows how much time they have to speak

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- Some feel that the clock is intimidating and makes them nervous
- Decrease the size of the clock
- Section 4 correct meeting to say third Monday rather than last Monday
- Agenda Packet
  - Council would like to receive the agenda packet on the Wednesday, prior to the meeting day.
  - Agenda items submitted late will be pushed to the next meeting.
  - Completed items will be sent to a portal for Council to review as they are being completed.
- Roberts Rules of Order
  - Conflicts with Parliamentary Procedures

Ms. Garcia explained that the Council has adopted Parliamentary Procedures and will use Roberts Rules of Order for areas not clearly defined in Parliamentary Procedures.

- Section 4.7 - Removed public comment because it is not provided at a work session.
  - Presiding officer can invite a person to be part of the work session or speak at the work session.
- Ordinance with penalty clause will be posted in three places, per State Statutes
- Manager's Report
  - Mayor requested that manager provide a written monthly report
  - Still to provide verbal report on current events
  - Must be one-way communication (Manager to Mayor and Council)
    - No discussion
- Department Reports
  - Must be one-way communication
    - No discussion
  - Executive Session
    - Regular meetings
    - Listed at the beginning and end of agenda
      - Strategic – Executive Session at the beginning of the meeting is for items that are on the current agenda
      - Time sensitive so the public does not have to wait
  - Provide State Statutes that identifies what can be discussed in executive sessions
- Roll Call
  - Only first roll call will be a voice roll call.
    - Silent Roll Call will be done when adjourning into another meeting, such as Board of Adjustments and Community Facilities Districts.

Councilmember Anderson requested that the silent roll call be named something different other than silent.

- Board of Adjustments
  - Currently, Council serves as the Board of Adjustments.



- Town Manager requested that a separate Board of Adjustments be made of appointed individuals.
- From a legal perspective, it would be better for them to be separate.

Councilmember Anderson inquired if the Town Council can serve as the Board of Adjustments to a neighboring city/town and they serve as the Town's Board of Adjustments.

Mr. Billingsley stated that staff will research that option. He stated that they will check with Eloy and Coolidge as they may be similar to Florence.

Ms. Garcia stated that this option was researched years ago, and the issue was that the partnering city held several more meetings per year than the Town of Florence does.

- Should Council action items be listed before new business?
  - Agenda items are currently listed in a manner which is respectful of the public's time. Items that do not have public input are placed last on the agenda.
  - Suggested that Council items be placed on the first agenda, so Council will come in fresh and know what points they want to discuss.

Mayor Walter requested that the agenda sections be left status quo and the events be strategically placed as each item is being submitted.

- Consent Agenda
  - Council can make a motion to abandon the three-minute speaking rule if a Councilmember wants a person to speak longer than the three-minute time limit.
  - Leave section status quo with regards to public speaking

Mr. Billingsley stated that the Consent Agenda does not need to be read verbatim.

Ms. Garcia stated that the Consent Agenda is read in its entirety for the public at home who is watching the live stream as they do not have a copy of the agenda and they can understand what it is that the Council is voting on.

The consensus is to continue to read the Consent Agenda and to minimize the motions to the motion itself without having to re-read the entire caption. Staff will include the verbiage of the full motion in the minutes.

- Dollar limit of what can be included with the Consent Agenda
  - Leave status quo

Ms. Garcia stated that there are instances in which the presentation is not available when the packet is being created; however, the Council has requested that the presentation be included in the packet.

The consensus is to allow the agenda item to move forward regardless if the presentation was submitted in advance or not.

- The Mayor, the Town Manager or two Councilmembers are needed to add an item to the agenda
  - Town Manager is the only individual able to remove operational items from the agenda.
  - Council has several options in which to kill an agenda item on the floor, primarily through voting down an item or tabling the item indefinitely.
  - No motion is needed from the Council if two or more members of Council state on the floor that they want something to be put on a future agenda. While on the floor – no motion is needed
- Call to the Question
  - Remove roll call vote
- Amendments
  - Clarify statement to specify that only one amendment will be permitted at a time
- Failure to vote
  - A failure to vote will be considered as an affirmative vote.
- Reconsideration
  - The entire Council is to reconsider the entire item and must be put on a future agenda.
- Legal Section
  - Define what it means to abstain from a vote
    - Unable to reconsider an item
- Vet businesses that the Town is going to go into business with.
- Disclosure should be done publicly.
  - Provide it in written format as well as state so at a public meeting so that it can be recorded in the minutes.
- Correct Vice-Mayor term to every two years; not four years.
- Added Board of Appeals added to Board and Commission minutes.
- Have all speakers complete a Speakers Request Form

Ms. Garcia stated that she will incorporate all of the changes and present the resolution for adoption at a future Council meeting.

Discussion on the Council adopted Strategic Plan (Plan).

Mayor Walter asked for feedback on the existing plan. The feedback included:

- Safety rankings for the community are not included in the Plan
- Define mission and vision separately



- Add the values as a community to the list
- Each of the key points are addressed in the Plan
  - Points were derived from the many meetings as well as the Strategic Planning Session with staff and Council
- Strategic Planning Session (one day event)
  - Did not include all the items that Council wanted to be included
- Needs to be a living document that can be modified as needed
- Have periodic work sessions to re-evaluate the Plan
  - Every second Monday of the month
    - First meeting will be held on February 11, 2019

Discussion on Council goals regarding economic development.

Mayor Walter asked that Council consider the hiring a highly skilled Economic Development Coordinator, with a proven track record

Mr. Brent Billingsley, Town Manager, stated that the Town has reorganized how economic development is done. Ms. Jennifer Evans, Management Analyst, has moved offices to the Community Development Building and is part of the One Stop Shop program. Her focus is on business retention, expansion, business training, coordination with the Greater Florence Chamber of Commerce regarding Main Street, coordinating with the Industrial Development Authority and property management for the Town. She is also focusing on the micro side of economic development for the Town.

Mr. Billingsley stated that his position focuses on the macro side of economic development, which focuses on furthering agreements, partnerships on a large level, creative arrangements and moving the Town forward in terms of the goals and objectives regarding the Plan.

Mr. Billingsley stated that Ms. Evans has been working on updating the document that lists all of the occupied and non-occupied buildings on Main Street. She is also working on a mechanism to address vacancies and code enforcement. He stated that staff is working on several economic development items.

Ms. Jennifer Evans, Management Analyst, stated that she has a thorough list of the vacancies in the downtown area. There are 20 vacant buildings along Main Street; 10 of which are leasable and/or usable. She stated that it is contingent upon Community Development in use. The other 10 buildings would need complete rehabilitation.

Ms. Evans stated that most of economic development is relationship based. Downtown revitalization is a long-term strategy and it is important to focus on one person and one property at a time. Staff has been doing that with the property owners in the downtown area.

Mr. Billingsley stated that the Town in partnership with Pinal County and is doing an RFP with regards to the empty lot on Main Street.

Mayor Walter stated that a grocery store is needed in the downtown area.

Mr. Billingsley stated that the downtown area does not have the demographics to support a grocery store. They have very sophisticated models that they utilize to determine what the need is and if it will be profitable. He stated that the grocery store in Anthem is still struggling. He stated that they also spoke with a small grocery chain who is familiar with rural Arizona, and they too, looked at Florence; however, Florence did not fit their matrix. He has heard from the public that the Town has a small grocery store on Main Street that is owned by local people. They are doing a good job at servicing that market and it receives a lot of support from the residents.

Mr. Billingsley stated that there is a sundry store who has reached out to the Town as Florence. Florence has met their matrix and are interested in having conversations about doing business in Florence. Their market analysis determined that Florence is a potential place for expansion and they reached out to the town.

Mr. Billingsley stated that traffic counts, number of rooftops, employment density, growth potential, number of permits issued, and residential density are all major factors that are considered.

Mr. Billingsley stated that the infrastructure can continue to be improved upon to help increase our statistics in getting new businesses to come to Florence. The Town will need to invest millions of dollars in order to meet the minimum requirements to build commercial buildings.

Ms. Jennifer Evans, Management Analyst, stated that housing is an issue in the Town core.

Mayor Walter stated that the impact fees may be a reason as to why people do not build in the core. She inquired what the Town's plan are with regards to the widening of Hunt Highway. She stated that Pinal County has widened Hunt Highway within Pinal County's area of responsibility.

Mayor Walter stated that the Central Arizona Regional Transit (CART) Program does not extend into the Anthem area and should be extended beyond the core community.

Discussion occurred on the proposed Fry's Marketplace in the San Tan Valley.

Mr. Billingsley stated that there will be a presentation on land use and impact fees at an upcoming meeting. The goal is to keep the impact fees as low as possible in order to remain competitive with surrounding entities. He stated that the Council has the ability to lower the impact fees.

Vice-Mayor Anderson stated that he would like to see the criteria to be different for residential and commercial for impact fees.

Councilmember Larsen inquired where the biggest financial impact would be for the Town to spend money in order to attract businesses (rehabilitation of the downtown buildings, road infrastructure, water infrastructure).

Mr. Billingsley stated that the Town has been playing catch-up with regards to maintenance of infrastructure for the last three years. Development fees only apply to new builds.

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Mr. Billingsley stated that a fee schedule is an option for those who use the roads for high usage/traffic with regards to construction projects.

Mr. Billingsley stated that the Town works with Pinal County and other entities with regards to regional transportation and the 20-year Transportation Plan. He explained what has been planned for transportation with the CIP and the widening of Hunt Highway.

Mr. Billingsley stated that the Arizona Department of Transportation will replace the Gila River Bridge as it is now obsolete. They will also complete the traffic signal on Hunt Highway and State Route 79 at the same time.

Discussion occurred regarding social media and the misconceptions that are posted; which can result in someone not wanting to do business in Florence. It was suggested that the Town under promise and over deliver on working with businesses and individuals. It is important to help all those wanting to do business in Florence.

Mr. Billingsley stated that the Town continues to find ways to improve customer service and how to improve the process while still honoring the Code.

Councilmember Cordes stated that the Town needs to build bridges between departments with regards to bringing buildings up to code.

Discussion occurred on how to bring buildings up to code so that they can be leasable.

Discussion occurred on advertising of Request for Proposals (RFPs) and other ways to advertise. Currently, the Town advertises in the local newspaper and on its website. Future RFPs will be advertised on social media as well.

Councilmember Wall stated that the buildings need to be ready for lease. It is difficult to invite businesses to open in Florence when there are no buildings that are occupy-ready.

Discussion occurred on having a list of each unoccupied building and what is needed to make them occupy-ready.

Ms. Jennifer Evans, Management Analyst, explained that the Town no longer receives funding to assist property owners with their buildings. She explained that the Town is looking at other alternatives to provide assistance as well as provide a listing of occupy-ready buildings.

Mr. Billingsley provided an update on the CART Program. The CART Program lost its funding and they are trying to determine its future.

Mayor Walter stated that the Town needs to explore options for non-drivers in the community.

Mayor Walter stated that Council has requested that the Town hire an Economic Director. She requested that Council be provided a list of all commercial buildings in Florence that includes the following:

- Occupied/Unoccupied

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- Ready to be rented
- Health and Safety Issued
- Back Taxes

Mayor Walter stated that she would like to see the Pow-Wow organization be brought to Florence. They provide 60 pounds of fresh produce for \$10. It is all healthy food and would be great for the residents.

Mr. Billingsley stated that Pow-Wow would be in alignment with the Strategic Plan.

Items to be discussed at a future meeting, by Councilmember, include:

Vice-Mayor Anderson:

- Detail plans on economic development and what the Town is doing to support economic development.

Mr. Billingsley stated that some of the items have non-disclosure agreements, others are in contract negotiations and can be discussed in executive session.

Councilmember Larsen:

- Caliente Golf Course water rates for effluent – current rates and options
  - What other entities are purchasing effluent

Mr. Billingsley stated that Council has set the rate for effluent, and the rates are consistent for everyone. He stated that Caliente and the Dobson Farm are the only two who are purchasing effluent. The water line for the effluent water is made of substandard material and at a substandard depth, and it has had problems in the past. The Town has discussed this issue with them. A new line needs to be done and a special district will need to be formed to fund the project.

Discussion occurred on the initial rates and rate increases.

Mr. Billingsley stated that the rates are set by law and real and periodical data. If the rates are subsidized, the other rate payers will need to subsidize the rate. The Town does not own the line that feeds the effluent to the golf course.

Mr. Billingsley stated that Mr. Joe Jarvis, Finance Director, can meet with Councilmember Larsen to discuss how the rates are established and what the current rates are.

Mayor Walter asked that this item be placed on an upcoming agenda.

Councilmember Cordes

- Town-owned property in Florence Gardens and the Town's plan on what they are going to do with the property.
- Role as property managers and how the Town manages property

Councilmember Hughes

- North-South Corridor
- Explore public-private partnerships and partnerships with other communities

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- Ask each Councilmember to provide an update on the Board/Commission that they are liaisons to.

Mr. Billingsley stated that it would be beneficial if any of the councilmember have ideas for additional partnerships with neighboring towns or for public-private partnerships to share them. Generalized discussions will not be useful.

Mayor Walter

- Discuss annexations and what is the Town's plan
- Certificate of Necessity (CON) regarding ambulance service
- Partnerships – developing and growing; how to retain employees, review process and how the Town does evaluations

### **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)(1) and (A)(3) to consider and review the Town Attorney's employment contract.

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

### **ADJOURNMENT TO EXECUTIVE SESSION**

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

### **ADJOURNMENT**

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (6-0) to adjourn the meeting at 6:23 pm.

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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 January 3, 2019, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk



**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, JANUARY 7, 2019, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter called the meeting at 6:01 pm.

**ROLL CALL:**

Present: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

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

There were no public comments.

**PRESENTATIONS**

**Recognition of the 2018 Junior Parada Parade and Christmas on Main Parade Float winners.**

Ms. Alison Feliz, Recreation Coordinator, acknowledged the following winners:

Jr. Parada Parade

Best Marching Group: Coolidge High School MCJROTC

Best Motorized Vehicle: Valley Farms 4H

Best Equestrian Entry: Arizona Wildhorse and Burro Inmate Program

Best Authentic Western Vehicle: Wells Fargo

Best Civic Entry: Florence Teen Council

Best Commercial Entry: Florence Copper

Christmas on Main Street

Best Community Entry: Florence Aero Modelers

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Best Performance: Florence High School Marching Band  
Best Government Entry: Pinal County Attorney's Office  
Best Public Safety Entry: Eloy Fire  
Best Business Entry: E & JC Heating and Cooling  
Best Family Entry: Ramirez/Martinez Family  
Honorary Mention: Arizona Rangers

The winners received their awards prior to the Council meeting as well as having their pictures taken.

Ms. Feliz thanked everyone who participated in the events.

### **Presentation by the Florence Teen Council and highlights of their activities.**

Mr. Kim "Koko" Hunter, Florence Teen Council (FTC) stated that the Teen Council began approximately three years ago. The FTC was granted permission to do a Junior High Lock-In Event on Friday, August 24, 2018 from 7:00 pm to 7:00 am on Saturday, August 25, 2018. They had four different themed rooms, which included food, videos and movie room. There were over 100 students who participated and stood in line hours before the event started to get in.

Mr. Hunter stated that the kids were very energetic all night long, and the event was a success. After the event, the students were walked out to their parents, and each parent received a personalized thank you letter from their child.

Madison Wahrman, FTC member, stated that the FTC had a haunted house at the American Legion Center on Halloween. They decorated six sections which included four rooms and two hallways. They raised \$550 and had 500 people go through the haunted house. They received several positive comments and suggestions. They hope to improve the event next year.

Katie Fleming, FTC member, stated that they built a float for the Jr. Parada Parade. Some of the FTC members walked alongside the float and handed out candy, while other members rode in the parade, greeting everyone as they passed by. She stated other events included going to the mall and to Skateland.

Delores Vasquez, FTC member, stated that the FTC members did a Shadow Day on December 5, 2018. Five people from five departments within the Town of Florence were shadowed. FTC members were able to see what it takes to make Florence run smoothly. The received firsthand knowledge of how great the departments are as well as the individuals who work in those departments. They also took the employees to lunch and had great conversations. The goal is to have a shadow day in 2019 as well.

Cara Roberts, FTC member, stated that the FTC and Florence Teen Council participated in the Christmas on Main Street event. They built a float for the parade alongside the Town Councilmembers. They handed out candy and sang Christmas carols. It was an event enjoyed by all.

Grace Diorio, last name not provided, FTC member, stated that on December 13, 2018, the FTC hosted its 3<sup>rd</sup> Annual Holiday Ho Down, with 80 participants. It was a great event and they received many positive comments. They look forward to hosting the event next year.

Mr. Hunter stated that the FTC will be hosting their 3<sup>rd</sup> Annual Teen Symposium, on February 23, 2019, and have invited companies and organizations throughout Pinal County to participate. They have some great speakers coming to the event. The participants want to make Florence better as well as improve the lives of the students and teenagers in Pinal County.

Mayor Walter stated that the teens have improved in their public speaking, their self-confidence and how active they are in the community. The Council appreciates everything that the FTC does.

### **Presentation on Pinal County Tourism Video #3.**

Mr. Ben Bitter, Assistant to the Town Manager, played the third video in the series produced by Pinal County Economic Development Department. They will have another video in the next few months.

### **Work Session Presentation by Carson Bise, TischlerBise, regarding the Town of Florence Development Impact Fee Update.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, introduced Mr. Carson Bise, TischlerBise, who provided a presentation on impact fees. She stated that the Town has worked with Mr. Bise, for approximately one year to develop both an Infrastructure Improvement Plan (IIP) Study as well as impact fees. If Council desires to proceed with the fees, they can adopt Resolution No. 1685-19, which will be presented later in this meeting. Mr. Bise provided a new study on the Draft Land Use Assumptions Infrastructure Improvement Plan (IIP) and Development Fees, which has been updated through today's date, January 7, 2019, based on comments received from the public. Mr. Bise will note those changes prior to the adoption of the IIP Plan.

Mr. Carson Bise, TischlerBise, provided the following presentation, in which he outlined the following:

- Background regarding development impact fees in Arizona
- Received comments from the public which slightly decreased the calculations for the Parks and Recreation Impact Fees
- Provided background on their firm
- Senate Bill 1525 is the enabling statute for development fees.
  - o Significant changes made in 2012

#### **Land Use Assumptions, IIP and Development Fees**

- 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
    - Apache Junction
    - Avondale

- Buckeye
- Camp Verde
- Casa Grande
- Coolidge
- Dewey-Humboldt
- Eloy
- Flagstaff
- Florence
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Nogales
- Payson
- Pinetop-Lakeside
- Queen Creek
- Safford
- Sedona
- Sierra Vista
- Surprise
- Tucson
- Yuma
- Senate Bill 1825
  - 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
  - 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 Fees
  - Methodology and Components
    - Consumption-based approach
    - Town-wide service area
    - Components
      - Park and open space land
      - Park improvements

– Projected Demand (IIP)

| <i>Type of Infrastructure</i> | <i>Level of Service</i> |        | <i>Demand Unit</i> | <i>Average Cost</i> |
|-------------------------------|-------------------------|--------|--------------------|---------------------|
| Land                          | Residential             | 0.0083 | Acres              | per Person          |
|                               | Nonresidential          | 0.0007 |                    |                     |
| Improvements                  | Residential             | 0.060  | Units              | per Person          |
|                               | Nonresidential          | 0.005  |                    |                     |

| <i>Need for Park Infrastructure</i>      |             |                           |             |              |                     |
|------------------------------------------|-------------|---------------------------|-------------|--------------|---------------------|
|                                          | <i>Year</i> | <i>Peak HH Population</i> | <i>Jobs</i> | <i>Acres</i> | <i>Improvements</i> |
| 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               |
| <i>Ten-Yr Increase</i>                   |             | 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 Parks Development Fee

| <i><b>Fee Component</b></i> | <i><b>Cost per Person</b></i> | <i><b>Cost per Job</b></i> |
|-----------------------------|-------------------------------|----------------------------|
| 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)***

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

\*Figure A1.

***Nonresidential (per square foot)***

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



– Projected Parks Development Fee Revenue

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

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

– Fire Facilities

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

▪ Projected Demand

| <i>Type of Infrastructure</i> | <i>Level of Service</i> |        | <i>Demand Unit</i> | <i>Average Cost</i>   |
|-------------------------------|-------------------------|--------|--------------------|-----------------------|
| Facilities                    | Residential             | 1.21   | Square Feet        | per Person<br>per Job |
|                               | Nonresidential          | 0.89   |                    |                       |
| Vehicles                      | Residential             | 0.0005 | Vehicles           | per Person<br>per Job |
|                               | Nonresidential          | 0.0004 |                    |                       |

| <i>Need for Fire Infrastructure</i>      |             |                           |             |                        |                    |
|------------------------------------------|-------------|---------------------------|-------------|------------------------|--------------------|
|                                          | <i>Year</i> | <i>Peak HH Population</i> | <i>Jobs</i> | <i>Facilities (SF)</i> | <i>Vehicles</i>    |
| 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                 |
| <i>Ten-Yr Increase</i>                   |             | 4,433                     | 3,719       | 8,674                  | 4                  |
| Growth-Related Expenditures =>           |             |                           |             | \$2,529,907            | \$1,804,548        |
| <b>Total Growth-Related Expenditures</b> |             |                           |             |                        | <b>\$4,334,455</b> |

▪ Proposed Fire Development Fee

| <i><b>Fee Component</b></i> | <i><b>Cost per Person</b></i> | <i><b>Cost per Job</b></i> |
|-----------------------------|-------------------------------|----------------------------|
| Fire Facilities             | \$248.90                      | \$183.80                   |
| Fire Vehicles               | \$251.37                      | \$185.62                   |
| Development Fee Study       | \$5.84                        | \$2.36                     |
| Credit                      | (\$112.13)                    | (\$75.38)                  |
| <b>TOTAL</b>                | <b>\$393.98</b>               | <b>\$296.39</b>            |

***Residential (per unit)***

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

\*Figure A1.

***Nonresidential (per square foot)***

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

▪ Projected Fire Development Fee Revenue

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

**Fire Development Impact Fee Revenue**

|                                  |      | <b>Single-Family</b>              | <b>Multifamily</b>                | <b>Commercial /<br/>Retail</b> | <b>Office /<br/>Institutional</b> | <b>Industrial /<br/>Flex</b>  |
|----------------------------------|------|-----------------------------------|-----------------------------------|--------------------------------|-----------------------------------|-------------------------------|
|                                  |      | <b>\$955<br/>per Housing Unit</b> | <b>\$710<br/>per Housing Unit</b> | <b>\$0.69<br/>per Sq. Ft.</b>  | <b>\$0.88<br/>per Sq. Ft.</b>     | <b>\$0.48<br/>per Sq. Ft.</b> |
| <b>Year</b>                      |      | <b>Households</b>                 | <b>Households</b>                 | <b>KSF</b>                     | <b>KSF</b>                        | <b>KSF</b>                    |
| Base                             | 2017 | 5,437                             | 778                               | 271                            | 2,305                             | 93                            |
| Year 1                           | 2018 | 5,607                             | 802                               | 281                            | 2,388                             | 97                            |
| Year 2                           | 2019 | 5,773                             | 826                               | 291                            | 2,475                             | 100                           |
| Year 3                           | 2020 | 5,940                             | 850                               | 301                            | 2,564                             | 104                           |
| Year 4                           | 2021 | 6,107                             | 874                               | 312                            | 2,657                             | 108                           |
| Year 5                           | 2022 | 6,273                             | 897                               | 326                            | 2,773                             | 112                           |
| Year 6                           | 2023 | 6,440                             | 921                               | 340                            | 2,893                             | 117                           |
| Year 7                           | 2024 | 6,606                             | 945                               | 355                            | 3,019                             | 122                           |
| Year 8                           | 2025 | 6,773                             | 969                               | 370                            | 3,150                             | 128                           |
| Year 9                           | 2026 | 6,939                             | 993                               | 386                            | 3,287                             | 133                           |
| Year 10                          | 2027 | 7,106                             | 1,017                             | 403                            | 3,429                             | 139                           |
| <b>Ten-Yr Increase</b>           |      | 1,669                             | 239                               | 132                            | 1,124                             | 46                            |
| <b>10-year projected revenue</b> |      | \$1,593,578                       | \$169,397                         | \$91,646                       | \$988,737                         | \$21,972                      |
| <b>Projected Revenue =&gt;</b>   |      |                                   |                                   |                                |                                   | <b>\$2,865,330</b>            |

– Police Facilities

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

- Projected Demand (IIP)

| <i>Type of Infrastructure</i> | <i>Level of Service</i> |        | <i>Demand Unit</i> | <i>Average Cost</i>  |
|-------------------------------|-------------------------|--------|--------------------|----------------------|
| Facilities                    | Residential             | 0.70   | Square Feet        | \$292 per SF         |
|                               | Nonresidential          | 0.26   |                    |                      |
| Vehicles                      | Residential             | 0.0021 | Vehicles           | \$47,744 per Vehicle |
|                               | Nonresidential          | 0.0008 |                    |                      |

| <i>Need for Police Infrastructure</i>    |             |                           |                  |                        |                    |
|------------------------------------------|-------------|---------------------------|------------------|------------------------|--------------------|
|                                          | <i>Year</i> | <i>Peak HH Population</i> | <i>Trip Ends</i> | <i>Facilities (SF)</i> | <i>Vehicles</i>    |
| Base                                     | 2018        | 14,480                    | 14,830           | 14,016                 | 43                 |
| Year 1                                   | 2019        | 14,926                    | 15,366           | 14,469                 | 44                 |
| Year 2                                   | 2020        | 15,369                    | 15,922           | 14,925                 | 46                 |
| Year 3                                   | 2021        | 15,812                    | 16,498           | 15,386                 | 47                 |
| Year 4                                   | 2022        | 16,255                    | 17,095           | 15,852                 | 49                 |
| Year 5                                   | 2023        | 16,698                    | 17,837           | 16,357                 | 50                 |
| Year 6                                   | 2024        | 17,141                    | 18,612           | 16,871                 | 52                 |
| Year 7                                   | 2025        | 17,584                    | 19,420           | 17,394                 | 53                 |
| Year 8                                   | 2026        | 18,027                    | 20,264           | 17,926                 | 55                 |
| Year 9                                   | 2027        | 18,470                    | 21,144           | 18,467                 | 57                 |
| Year 10                                  | 2028        | 18,913                    | 22,063           | 19,019                 | 58                 |
| <i>Ten-Yr Increase</i>                   |             | 4,433                     | 7,233            | <b>5,003</b>           | <b>15</b>          |
| Growth-Related Expenditures =>           |             |                           |                  | <b>\$1,460,893</b>     | <b>\$732,825</b>   |
| <b>Total Growth-Related Expenditures</b> |             |                           |                  |                        | <b>\$2,193,718</b> |

- Proposed Police Development Fee

| <i><b>Fee Component</b></i> | <i><b>Cost per Person</b></i> | <i><b>Cost per Vehicle Trip</b></i> |
|-----------------------------|-------------------------------|-------------------------------------|
| 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)***

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

\*Figure A1.

***Nonresidential (per square foot)***

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

▪ Projected Police Development Fee Revenue

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

**Police Development Impact Fee Revenue**

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

- Water Facilities

▪ Methodology and Components

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

▪ Water IIP

| <i>Description</i>                                          | <i>FY18-19</i> | <i>FY19-20</i> | <i>FY20-21</i> | <i>FY21-22</i> | <i>FY22-23</i> | <i>Years 6-10</i> | <i>Total Project</i> |
|-------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|-------------------|----------------------|
| Centennial Park Road 8" Loop                                |                | \$80,000       | \$145,000      |                |                |                   | <b>\$225,000</b>     |
| Adamsville Rd water line (12 inch)                          |                |                |                |                |                | \$250,000         | <b>\$250,000</b>     |
| Water line infrastructure to serve North Florence (16 inch) |                |                | \$1,000,000    |                |                |                   | <b>\$1,000,000</b>   |
| <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        |            |            |            | <b>\$1,250,000</b> |
| <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 => |            |            |                    |            |            |            | <b>\$1.25</b>      |

| 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 Water Development Fee**

| <i>Input Variables</i>                           | <i>Cost per<br/>Gallon of<br/>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 Facilities
  - Methodology and Components
    - Plan-based approach
    - Florence utility service area
    - Credit for future debt service
    - Components
      - Collection system
      - Wastewater treatment
  - Wastewater IIP

| <i>Description</i>                                                | <i>Prior Years</i> | <i>FY18-19</i> | <i>FY19-20</i> | <i>FY20-21</i> | <i>FY21-22</i> | <i>FY22-23</i> | <i>Years 6-10</i> | <i>Total Project</i> |
|-------------------------------------------------------------------|--------------------|----------------|----------------|----------------|----------------|----------------|-------------------|----------------------|
| West Main extension<br>Adamsville to Dobson<br>Property (36 inch) |                    |                |                |                |                |                | \$600,000         | <b>\$600,000</b>     |
| South Sewer Main<br>Extensions 287/SR79 (12<br>inch)              |                    |                |                |                |                |                | \$1,000,000       | <b>\$1,000,000</b>   |
| Lift Station at Hunt<br>Highway & SR79                            |                    |                |                | \$40,000       | \$330,000      |                |                   | <b>\$370,000</b>     |
| <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**

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

- Proposed Wastewater Development Fee

| <i>Input Variables</i>                 | <i>Cost per<br/>Gallon of<br/>Capacity</i> |
|----------------------------------------|--------------------------------------------|
| 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)**

| <i>Meter Size (inches)</i> | <i>Meter Type</i> | <i>Capacity Ratio</i> | <i>Proposed<br/>Wastewater<br/>Fee</i> | <i>Current<br/>Fee</i> | <i>\$ Change</i> |
|----------------------------|-------------------|-----------------------|----------------------------------------|------------------------|------------------|
| 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         |

- Proposed Wastewater Development Fee Revenue

|                              |                     |
|------------------------------|---------------------|
|                              | <b>Total Cost</b>   |
| Collection                   | \$1,970,000         |
| Treatment                    | \$24,130,000        |
| Development Impact Fee Study | \$16,607            |
| <b>TOTAL</b>                 | <b>\$26,116,607</b> |

**Wastewater Development Impact Fee Revenue**

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

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

#### **Residential (per unit)**

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

#### **Nonresidential (per square foot)**

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

|                              | <b>Growth Cost</b> | <b>Total Cost</b>  |
|------------------------------|--------------------|--------------------|
| Arterial Improvements        | \$6,744,051        | \$6,744,051        |
| Development Impact Fee Study | \$16,607.00        | \$16,607           |
| <b>TOTAL</b>                 | <b>\$6,760,658</b> | <b>\$6,760,658</b> |

**Streets Impact Fee Revenue**

|                                  |      | <b>Single-Family</b>                | <b>Multi-Family</b>                 | <b>Commercial / Retail</b>    | <b>Office / Institutional</b> | <b>Industrial / Flex</b>      |
|----------------------------------|------|-------------------------------------|-------------------------------------|-------------------------------|-------------------------------|-------------------------------|
|                                  |      | <b>\$2,250<br/>per Housing Unit</b> | <b>\$1,560<br/>per Housing Unit</b> | <b>\$3.90<br/>per Sq. Ft.</b> | <b>\$1.68<br/>per Sq. Ft.</b> | <b>\$0.85<br/>per Sq. Ft.</b> |
| <b>Year</b>                      |      | <b>Units</b>                        | <b>Units</b>                        | <b>KSF</b>                    | <b>KSF</b>                    | <b>KSF</b>                    |
| Base                             | 2017 | 5,715                               | 817                                 | 271                           | 2,305                         | 93                            |
| Year 1                           | 2018 | 5,890                               | 842                                 | 281                           | 2,388                         | 97                            |
| Year 2                           | 2019 | 6,064                               | 868                                 | 291                           | 2,475                         | 100                           |
| Year 3                           | 2020 | 6,239                               | 893                                 | 301                           | 2,564                         | 104                           |
| Year 4                           | 2021 | 6,414                               | 918                                 | 312                           | 2,657                         | 108                           |
| Year 5                           | 2022 | 6,589                               | 943                                 | 326                           | 2,773                         | 112                           |
| Year 6                           | 2023 | 6,764                               | 968                                 | 340                           | 2,893                         | 117                           |
| Year 7                           | 2024 | 6,939                               | 993                                 | 355                           | 3,019                         | 122                           |
| Year 8                           | 2025 | 7,114                               | 1,018                               | 370                           | 3,150                         | 128                           |
| Year 9                           | 2026 | 7,289                               | 1,043                               | 386                           | 3,287                         | 133                           |
| Year 10                          | 2027 | 7,464                               | 1,068                               | 403                           | 3,429                         | 139                           |
| <b>Ten-Yr Increase</b>           |      | <b>1,750</b>                        | <b>250</b>                          | <b>132</b>                    | <b>1,124</b>                  | <b>46</b>                     |
| <b>10-year projected revenue</b> |      | <b>\$3,936,207</b>                  | <b>\$390,517</b>                    | <b>\$514,918</b>              | <b>\$1,888,649</b>            | <b>\$38,752</b>               |
| <b>Projected Revenue =&gt;</b>   |      |                                     |                                     |                               |                               | <b><u>\$6,769,043</u></b>     |

- Proposed vs. Existing Fees

**Residential (per unit)**

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

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

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

| Meter Size<br>(inches) | Meter Type   | Proposed<br>Water Fee | Current Fee | \$ Change   | Proposed<br>Wastewater<br>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   |

▪ Fee Comparison for SF Units

| Single-Family Fees per Unit |                |                |              |              |                |                |                |            |            |
|-----------------------------|----------------|----------------|--------------|--------------|----------------|----------------|----------------|------------|------------|
| Jurisdiction                | Total          | Parks          | Police       | Fire         | Streets        | Water          | Sewer          | Gen. Govt. | Library    |
| Gilbert                     | \$16,374       | \$4,081        | \$2,469      | \$0          | \$450          | \$6,286        | \$1,933        | \$1,155    | \$0        |
| Casa Grande*                | \$9,941        | \$1,153        | \$179        | \$589        | \$3,230        | \$0            | \$4,557        | \$233      | \$0        |
| Queen Creek                 | \$15,890       | \$3,681        | \$167        | \$490        | \$1,263        | \$4,014        | \$5,082        | \$470      | \$723      |
| Avondale*                   | \$16,888       | \$1,497        | \$832        | \$775        | \$3,171        | \$4,495        | \$5,999        | \$0        | \$119      |
| <b>Florence*</b>            | <b>\$9,598</b> | <b>\$2,175</b> | <b>\$754</b> | <b>\$955</b> | <b>\$2,250</b> | <b>\$1,065</b> | <b>\$2,400</b> | <b>\$0</b> | <b>\$0</b> |
| Goodyear*                   | \$18,037       | \$2,255        | \$820        | \$971        | \$3,330        | \$7,843        | \$2,818        | \$0        | \$0        |
| Glendale*                   | \$10,154       | \$1,181        | \$600        | \$631        | \$3,928        | \$2,126        | \$1,493        | \$0        | \$195      |
| Pinal County-North Central  | \$9,214        | \$536          | \$700        | \$0          | \$7,978        | \$0            | \$0            | \$0        | \$0        |
| Pinal County-West           | \$2,592        | \$536          | \$544        | \$0          | \$1,512        | \$0            | \$0            | \$0        | \$0        |
| Pinal County-East           | \$3,511        | \$536          | \$544        | \$0          | \$2,431        | \$0            | \$0            | \$0        | \$0        |
| Pinal County-South Central  | \$3,703        | \$536          | \$544        | \$0          | \$2,623        | \$0            | \$0            | \$0        | \$0        |

\*Proposed

Councilmember Hughes inquired at what point, in the next 10 years, do you revisit the study to see if the predictions are still accurate.

Mr. Bise stated that the fees need to be updated every five years, specifically because of demographic, growth changes and changes in cost. He stated that some communities elect to review the fees more often than five years.

Councilmember Wall inquired if the fees will remain the same for the five-year duration.

Mr. Bise stated that the fees can be pegged to some sort of construction index to keep up with inflation. You can calibrate the fees to the Engineering News and Record, which publishes



regional cost indexes for construction. Council, by ordinance, can elevate the fees by the specified percentage.

Vice-Mayor Anderson inquired about the projected cost for roads.

Mr. Bise explained that a system was created to allow for modifications in which streets need to be built. The model specifies that six lane miles are to be built; however, it does not specify which exact roads, thus, allowing for flexibility based on need.

Mr. Brent Billingsley, Town Manager, explained that the list of projects that was comprised included all projects that staff would like completed in 10 years. The list is very large, and it would be very expensive to complete all projects. The Development Impact Fee Study must balance the benefits and the burdens. The burden is the cost of the fees in competitiveness with its neighbors.

Mr. Billingsley stated that he, and Mr. Chris Salas, Public Works Director, analyzed all of the projects and determined that the best course of action would be to build six miles of road. He stated that based on capacity needs alone, the Town will need to construct a minimum of six miles of roads based on growth.

Mayor Walter stated that it would be good to base the comparisons on population of the other communities. The Council hears a lot of concern about the cost of development impact fees. She stated that there are different factors that each community considers when determining the impact fees.

Councilmember Cordes inquired if each unit is considered separately when determining the impact fees. She also inquired what the impact would be if they lowered the impact fees.

Mr. Bise stated that the fee is based on each unit and not the entire complex. He stated that there are several ways in which to lower the fees, but the cost of the improvement will not change and the difference to build the capital would need to be paid from the General Fund, rather than 100% from the impact fees. The Council could also choose to take out components of a project to reduce the fees, which would result in no exposure to the General Fund.

Vice-Mayor Anderson inquired if development fees would be assessed on buildings being built in the downtown area.

Mr. Billingsley stated that vacant, undeveloped lots would be assessed development impact fees. If there is an existing building that would be demolished and then a new building added, there would not be development impact fees.

Vice-Mayor Anderson would like to have some type of incentive for the downtown area.

Mr. Bise stated that the fees can be waived; however, those fees would need to be paid for by a different source.

Mr. Billingsley stated that the Town has offered incentives on two separate occasions. The portion of fees waived were paid from the General Fund.

**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. Recommend to the Arizona State Board on Geographic and Historic Names the renaming of portions of US-60 in Pinal and Gila Counties as “The Governor Rose Mofford Memorial Highway.” (Ben Bitter)**
- b. Approval of the purchase and installation of a self-contained breathing apparatus (SCBA) compressor for Fire Station 542, from United Fire Equipment Company, in an amount not to exceed \$49,000. (David Strayer)**
- c. Approval to suspend the Town of Florence Special Event Vendor Permit rules for the Road to Country Thunder event to allow the Greater Florence Chamber of Commerce to coordinate vendors and collect vendor fees as a fundraiser during the Road to Country Thunder event on April 6, 2019. (Lisa Garcia)**
- d. Authorization to award a contract with Casa Grande Courier, for delivery of samples, through the procurement bidding process; contract to ratify expenditures July 2018 through December 2018; contract to then begin January 7, 2019 through June 30, 2020, in an amount not to exceed \$46,799.10. (Chris Salas)**
- e. Approval to award a contract to K.P. Ventures Well Drilling & Pump LLC, to rebuild Well #4 located at 425 E. Ruggles, in an amount not exceed \$96,038.59. (Chris Salas)**
- f. Approval of accepting the register of demands ending November 30, 2018, in the amount of \$2,435,543.36. (Joe Jarvis)**

On motion of Councilmember Larsen, seconded by Councilmember Hawkins, and carried (7-0) to approve the Consent Agenda, as written, with the exception of Item d.

- d. Authorization to award a contract with Casa Grande Courier, for delivery of samples, through the procurement bidding process; contract to ratify expenditures July 2018 through December 2018; contract to then begin January 7, 2019 through June 30, 2020, in an amount not to exceed \$46,799.10.**

Councilmember Wall stated that for the record, the not to exceed amount is \$46,799.10.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7-0) to award a contract with Casa Grande Courier, for delivery of samples, through the procurement bidding process; contract to ratify expenditures July 2018 through December 2018; contract to then begin January 7, 2019 through June 30, 2020, in an amount not to exceed \$46,799.10.

## **NEW BUSINESS**

**Discussion/Approval/Disapproval of appointment of Board/Commission members. (Lisa Garcia)**

**Re-appointment of H Christine Reid, Lynn Smith, and Betty Wheeler to the Historic District Advisory Commission, with terms to expire December 31, 2022.**

**Appointment of Carroll Michael to the Historic District Advisory Commission, with a term to expire December 31, 2022.**

**Re-appointment of Sheree Berger to the Library Advisory Board, with term to expire December 31, 2021.**

**Appointment of Douglas W. Stinson to the Parks and Recreation Board, with a term to expire December 31, 2021.**

**Re-appointment of Gary Pranzo to the Planning and Zoning Commission, with a term to expire December 31, 2022.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, encouraged the public to submit an application to serve on a board or commission.

On motion of Councilmember Wall, seconded by Councilmember Larsen , and carried (7-0) to re-appoint H Christine Reid, Lynn Smith, and Betty Wheeler to the Historic District Advisory Commission, with terms to expire December 31, 2022; appoint Carroll Michael to the Historic District Advisory Commission, with a term to expire December 31, 2022; re-appoint Sheree Berger to the Library Advisory Board, with term to expire December 31, 2021; appoint Douglas W. Stinson to the Parks and Recreation Board, with a term to expire December 31, 2021; and re-appoint Gary Pranzo to the Planning and Zoning Commission, with a term to expire December 31, 2022.

**Resolution No. 1685-19: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA ADOPTING THE 2019 LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN FOR THE TOWN OF FLORENCE.**

Ms. Garcia stated that the Council first heard Mr. Bise's presentation at the October 1, 2018 Town Council meeting, with the presentation being placed on the Town of Florence's website as well. The Council also held a work session on October 15, 2018, and a public hearing on December 3, 2018. Comments were received, and the Plan was updated to include the comments.

Staff is asking Council to adopt the resolution and proceed with the adoption of the impact fees. Tonight's meeting is the first work session of the development impact fees. A public hearing will be held in March 2019 on the impact fees, followed by the adoption. The fees will be effective in July 1, 2019.

Ms. Garcia explained that the Plan is to put in place the Land Use Assumptions and the Infrastructure Improvement Plan. Another ordinance will be presented which will set the impact fees, which the Town will notify the public, pursuant to the State Statutes.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (7-0) to adopt Resolution No. 1685-19.

**Ordinance No. 669-19: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, DECLARING AN EMERGENCY, AND RESCINDING ORDINANCE NO. 665-18.**

Ms. Garcia stated that on November 5, 2018, Council adopted Ordinance No. 665-18, which sold the property; however, the purchaser opted not to purchase the property because the size of the lot was not conducive to what they wanted to do and withdrew their offer. The Town has received another full price offer from Donald E. Foster, for the lot located at 202 E. Saguaro. Staff is recommending sale of the lot for the full price of \$6,925.

Ms. Garcia stated, if approved, the property will go back on the tax rolls and the Town will once again collect taxes on the property.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7-0) to adopt Ordinance No. 669-19.

**Ordinance No. 666-19: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, AND DECLARING AN EMERGENCY.**

Ms. Garcia stated that the Town received a full price offer of \$8,000, from Ms. Linda Hane, for the property located at 3818 N. South Dakota Avenue, in the Florence Gardens subdivision. This is the first time that this property has come before Council. If approved, the property will be placed on the tax rolls.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (7-0) to adopt Ordinance No. 666-19.

**Discussion/Approval/Disapproval of a Lease Agreement between the Town of Florence, and Lisa Terenzio, for Suite 201 at the Silver King Marketplace.**

Ms. Jennifer Evans, Management Analyst, stated that Lease Agreement would be between the Town and Ms. Lisa Terenzio, for Suite 201. Ms. Terenzio is the owner, of Desert Yoga and Health, and she would like to open a yoga studio in that suite. She will offer yoga and wellness classes as well as healthy cooking classes.

Ms. Evans stated that Ms. Terenzio was the sole responder to the Request for Proposal process in November 2018. The lease terms are set at \$3 per square foot, which is consistent with other tenants in the Silver King Marketplace. She will also be responsible for paying the Government Property Lease Excise Tax, for approximately \$1,200 annually.

Ms. Lisa Terenzio, Business Owner, stated that her intentions are to start a small yoga studio. They will offer meditation classes for children. The target audience is children with disabilities and middle-aged, and elderly individuals. The business will be opened five days per week and

closed on Sunday and Monday. There will be multiple teachers that will work in the studio to provide diversity. Some of the teachers have already offered classes at other venues in Florence.

Councilmember Hawkins inquired the hours of operation.

Ms. Terenzio stated that the hours of operation will be from Tuesday through Friday, from 11:30 am to 8:30 pm, and on Saturday, from 10:00 am to 5:00 pm. They will be open for the required 35 hours per week.

Mayor Walter addressed her concerns, which include:

- Prior tenant had vacated the suite and Council was not informed
- Council was not informed of the RFP to fill the vacancy
- One other person was interested in occupying the suite and was working with Ms. Evans
- Building is historic
- Literature being disseminated advertising the grand opening of Desert Yoga and Health, in February, without first having been approved by Council.
- Issues with dust coming down from the ceiling to the suite below due to the movement in the upstairs suite
- Suite 201 is directly above a restaurant and is concerned about health codes

Councilmember Cordes stated that there may be possible issues with the restaurant below. She stated that there may also be noise issues for the yoga studio as the building can get very loud and it may not be conducive for someone who is trying to meditate. She stated that the Council has a responsibility to place businesses in the Silver King Marketplace that will generate tax revenue. She wants businesses to come to Florence; however, she wants the businesses to be in spaces that fit their business so that they are successful, and the surrounding businesses benefit from each other.

Councilmember Hawkins stated that the only way to prevent dust particles from falling in the restaurant is to install a drop ceiling; however, it can be expensive.

Mayor Walter asked Ms. Evans how many people she emailed regarding the RFP for Suite 201.

Ms. Evans responded that she emailed three individuals, one of which was Ms. Terenzio, who expressed interest in the space. The request for proposal was also posted on the Town's website.

Ms. Sharon Grier, Proprietor of What's Upstairs, stated that she is in Suite 202 in the Silver King Marketplace. She was excited when she heard that the suite across from her was available. She stated that she does not believe the suite is conducive for a yoga studio because of the noise. She stated that there is a dust issue, but all of the tenants deal with it, and it is very minimal.

Ms. Grier was hoping a retail business would go upstairs that would stimulate her business and compliment the other businesses. She has an issue with getting people visiting her store as it is upstairs. She stated that there is more foot traffic on Main Street because of the new businesses opening. She stated that the building is a gathering place for people and can get noisy.

Councilmember Cordes inquired if Desert Yoga and Health was the only business who submitted a business plan.

Ms. Evans stated that Desert Yoga and Health was the only business who submitted a business plan and other required documentation that was requested in the RFP before the 3:00 pm deadline. She added that Ms. Terenzio's proposal was the only RFP received once the process was opened.

Ms. Evans stated that staff received another business plan prior to the opening of the RFP process; however, it was returned with comments to Ms. Grier. Ms. Evans stated that the business plan was never received back.

Mayor Walter inquired if there was any communication with regards to not receiving it back.

Ms. Evans stated that she was unable to recall any specific conversations regarding not receiving anything back.

Mayor Walter stated that Ms. Grier's computer crash and she was unable to receive it. Ms. Grier was interested and wanted to proceed.

Ms. Evans stated that she did find out about Ms. Grier's computer crashing until after the official deadline.

Councilmember Larsen stated that it is not the Council's position to determine if a business will thrive or not; the market will determine that. She sympathizes with the dust issue but isn't sure if there is anything that can be done. She wants to be business forward and business friendly and welcomes businesses on Main Street and wants them to succeed. She inquired what options the Council has with regards to this item.

Mr. Billingsley suggested that Council go to Executive Session to obtain legal advice.

Councilmember Hawkins inquired if they can table this item to a later time.

Mayor Walter stated that she would prefer that that this item go back out through the RFP process.

On motion of Mayor Walter, seconded by Vice-Mayor Anderson, and carried (4-2) to disapprove a Lease Agreement between the Town of Florence, and Lisa Terenzio, for Suite 201 at the Silver King Marketplace.

Roll Call:

Mayor Walter: Yes

Vice-Mayor Anderson: Yes

Councilmember Hawkins: Yes

Councilmember Wall: No

Councilmember Larsen: No

Councilmember Cordes: Yes

Councilmember Hughes: Recused herself

Motion passed: Yes: 4; No: 2

**Discussion/Approval/Disapproval to award a contract with Legend Technical Services of Arizona Inc., using the Cooperative Purchase Agreement from the City of Tempe, Contract # WUD15-113-04, for potable water quality, wastewater and soil testing services, to ensure the Town is compliance with current regulations, in an amount not to exceed, \$104,118.00. (Chris Salas)**

Mr. Chris Salas, Public Works Director, stated that there are State requirement with regards to testing of water and wastewater that must be done by a laboratory. There are only a few accredited laboratories in the State of Arizona. Most municipalities utilize Legend Technical Services of Arizona Inc. (Legend). Staff has sought out quotes in the past and received very little interest. Those who responded were higher than Legend.

Ms. Salas stated that the Town has opted to utilize Tempe's Cooperative Contract to purchase these services.

Vice-Mayor Anderson inquired how often is the testing done.

Mr. Salas stated that it is dependent on what they are testing.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cores, and carried (7-0) to award a contract with Legend Technical Services of Arizona Inc., using the Cooperative Purchase Agreement from the City of Tempe, Contract # WUD15-113-04, for potable water quality, wastewater and soil testing services, to ensure the Town is compliance with current regulations, in an amount not to exceed, \$104,118.00.

**Discussion/Approval/Disapproval I to award a contract to 315 Fire Protection Services, for the installation of a fire suppression system in the Public Works Building, located at 425 E. Ruggles Street, in an amount not to exceed \$107,832.**

Mr. Salas stated that Public Works has had improvements that were done after the fact. He stated that a comprehensive life safety analysis was performed by Mr. John Kemp, Florence Fire Marshall, through the Public Works Building for code compliance. They did the best that they could to use the existing International Building Code, giving the same rights to themselves as they would any other business owner, trying to figure out what was at one time code compliant and what is no longer code complaint and allowing themselves to receive that same grandfathering right as anyone else would.

Mr. Salas stated that the Town has identified certain incorrect electrical systems and have since corrected the non-code compliant issues. One of the code compliant issues is the size of the building versus the construction methods. The building is too large for the current construction methods, which will require modification. There are two options to correct:

- Install a fire wall
  - Extremely expensive to do
  - Logistically does not work because the building operates as a large building
- Install an automatic fire suppression system (fire sprinklers)

Staff has opted to install a fire sprinkler system, which is also the gold standard as it saves lives.



On motion of Councilmember Larsen, seconded by Councilmember Hughes, and carried (7-0) to award a contract to 315 Fire Protection Services, for the installation of a fire suppression system in the Public Works Building, located at 425 E. Ruggles Street, in an amount not to exceed \$107,832.

#### **Discussion/Approval/Disapproval of awards associated with CIP-20 Recharge Facility:**

Mr. Billingsley stated that the determination was made two budget cycles ago to pursue recharge as a viable option to extend the Town's capabilities in Arizona. In that time, Council budgeted funds to do permitting process through Arizona Department of Environmental Quality (ADEQ) to close out the old polishing ponds and basins at the old south wastewater treatment plant. A permitting process was also started with Arizona Department of Water Resources (ADWR) to build a recharge facility.

Mr. Billingsley stated that ADEQ has approved the Town's closeout of the old plant and has allowed the Town to move forward with the recharge facility. The Town does not have the State's approval to be able to receive recharge credits yet.

Mr. Billingsley stated that this project is to construct the recharge facility. The Town will be able to take its treated effluent, recharge it and receive recharge credit.

Mr. Salas stated that the Town went through a competitive bid process and received bids on two different alternates, one of which is with electronics, valve actuation, and one without it. The difference was \$100,000 between the two. He explained the it is a very slow-moving process which takes days to fill up the basin. Staff decided not to choose the more expensive option.

Mr. Salas explained the original bid was deemed more than what the Town wanted to spend. Modifications were made by removing ancillary items that were not absolutely necessary, resulting in a \$130,000 savings; therefore, the prices do not match the original amount on the competitive bid. Both the Town Manager and Finance Director approved the changes.

Councilmember Hawkins inquired if the Town has received approval from the State for the recharge.

Mr. Billingsley explained that the Town has provided a design, model, calculations and elevations to the State. The Town believes that it will obtain approval. If Council approves, the Town will not break ground until it receives approval from the State. He stated that there is a public process once the State provides tentative approval.

Councilmember Wall stated that she did not see an entry in the mandatory pre-bid conference nor a bid tab for the bid response from Jayco in the Request for Council for Action in the agenda packet.

Mr. Salas explained that initially there was one bid for approximately \$597,000 and the alternate was approximately \$498,000. Staff reworked the project, removing all unnecessary pieces. The Town was able to save \$30,000 by working directly with Jayco, who was the original earthwork company under Scholz Contracting, LLC. By removing the contract from under them, it removes the administrative cost. Jayco was an original member of the Scholz team.

Vice-Mayor Anderson stated that the State is encouraging all municipalities to do a recharge. This will be common, specifically, with the water issues.

**Approval to award a contract to JAYCO, as per attached Exhibit A Scope of Work. The project amount shall not exceed \$263,700. (Chris Salas)**

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (7-0) to award a contract to JAYCO, as per attached Exhibit A Scope of Work. The project amount shall not exceed \$263,700.

**Approval to award a contract to Scholtz Contracting LLC as per attached Exhibit A Scope of Work. The project amount shall not exceed \$341,634. (Chris Salas)**

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (7-0) to award a contract to Scholtz Contracting LLC as per attached Exhibit A Scope of Work. The project amount shall not exceed \$341,634.

## **MANAGER'S REPORT**

Mr. Billingsley recognized Sergeant Klix for her graduation from the Federal Bureau of investigations (FBI) Academy. She and Police Chief Dan Hughes are the only two FBI graduates on the Police force.

Mr. Daniel Hughes, Police Chief, stated that of the 800,000 police officers nationwide, Sgt. Klix was one of the few selected to go to the FBI Academy. The course is a 10-week management course set up for executive law enforcement personnel who will become command officers. It covers a variety of topics, which are authenticated by the University of Virginia.

Chief Hughes stated that she is the first officer selected from the Town of Florence. Each participant must go through a vetting process, which goes up to the FBI Director's office for approval. Sgt. Klix also had to pass a physical test. She did well and earned master's degree credits.

Ms. Rene Klix, Police Sergeant, stated that she is honored that she was able to attend the program. The program was impactful and was very proud to add Florence's badge to a wall within the FBI. She hopes that this a trend in which others will go. Some of the topics included:

- Counter-terrorism
- Law enforcement image
- Contemporary police issues and challenges for leadership

Sgt. Klix stated that the format they have is very inclusive and she was able to participate with Lieutenants, Police Chiefs, and others. All classes were open to discussion and she was able to bring a lot of information back. She is excited to be able to apply what she learned.

Sgt. Klix stated that there were representatives from all over the country as well as 23 other countries.

Mr. Billingsley partnered with Pinal County for a Request for Proposals pertaining to the property located at 383 N. Main Street. The building burnt down some time ago. The building once housed the County's elections and recorder's office. The proposal will be for economic development with respect to that lot.

Mr. Billingsley stated that he and Councilmember Wall attended the Pinal County Economic Development Forum and it was very informative. He stated that Arizona Department of Transportation (ADOT) held their North-South Corridor meeting on November 27, 2018. ADOT is hoping to release its Draft Environmental Impact Statement for their Tier 1 Environmental Impact Study in the upcoming months.

Mr. Billingsley has added upcoming meetings and forums section as well as current advertisements by the Town to his monthly written report.

Mr. Billingsley stated that the state-shared revenues are higher than projections.

## **DEPARTMENT REPORTS**

**Community Development**

**Community Services**

**Courts**

**Finance**

**Fire**

**Police**

**Public Works**

The department reports were received and filed.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Hughes stated that Pinal Partnership will hold their annual discussion between the five Pinal County Board of Supervisors and the Pinal County Manager. They will discuss ongoing projects, priorities and challenges for the new year. She invited the public to attend.

Councilmember Larsen stated that the Town is hosting a public forum for the Parks and Recreation Comprehensive Master Plan. The Town is seeking public input. The first forum will be January 30, 2019 at the Parkside Community Center, and the second forum will be on January 31, 2019 at the Florence Library and Community Center.

Councilmember Hawkins congratulated Sgt. Klix. Florence has been the Safest City in Arizona for the last two years and this is due to our Police Department. He stated that the Greater Florence Chamber of Commerce released a new pamphlet on Florence, which is very nice.

Councilmember Hawkins invited everyone to the Car Show on February 16, 2019. They have approximately 200 cars.

Vice-Mayor Anderson stated that he attended the Pinal County Water Augmentation Meeting. They discussed the drought contingency plan and unfortunately, farmers will be their first to lose their water. By 2025, the farmers will not be getting any water from the CAP canal. They are trying to figure how the farmers can get water from the abandoned wells; however, it can cost up to \$1 million. The wells were abandoned when farmers began to get water from the CAP canal.

Vice-Mayor Anderson stated that he met with Senator McSally. She is interested in what is happening in Pinal County. He mentioned that Pinal County's concerns are highways, roads and water.

Mayor Walter stated that the Town is business-friendly. She hopes for more communication and participation with regards to businesses.

## **ADJOURN TO EXECUTIVE SESSION**

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

**Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**

**Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.**

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to adjourn to Executive Session.

## **ADJOURN FROM EXECUTIVE SESSION**

On motion of Councilmember Wall, seconded by Councilmember Hughes, and carried (7-0) to adjourn from Executive Session.

## **ADJOURNMENT**

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried (7-0) to adjourn the meeting at 11:20 pm.

---

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 January 7, 2019, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY, JANUARY 14, 2019, AT 4:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER;**

Vice-Mayor Anderson called the meeting to order at 4:00 pm.

**ROLL CALL:**

Present: John Anderson, Bill Hawkins, Karen Wall, Michelle Cordes, Judy Hughes  
Mayor Tara Walter arrived at 5:00 pm., Councilmember Kristen Larsen arrived at 4:30 pm.

**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 (3) & (4) to update newly elected Council on pending and threatened claims against the Town of Florence.**

- a. Association of Florence Fire Fighters, International Association of Fire Fighters Local 4512, Its Members, and ABC Plaintiffs 1-100 v. Town of Florence Case No. CV2015-00235 litigation update.**
- b. 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 Von Zombie v. Town of Florence, et al.**
- c. Discussion or consultations regarding the Town of Florence intervention in the matter of the Arizona Corporation Commission's investigation into the billing practices and water quality issues of Johnson Utilities, LLC before the Commission or in regard to any matters involving the Commission's review, public participation, investigations into the operations of Johnson Utilities, LLC and its affiliates including but not limited to Southwest Environmental Utilities and Case Numbers: WS-02987A-17-0392; WS-02987A-18-0151; WS-0987A-18-0050; WS-20878A-18-0330; WS-02987A-18-0329; WS-02987A-06-0667.**
- d. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**
- e. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence B. Florence Cooper, Inc. CV2015-000325**
- f. Town's position and instruct is attorneys regarding use of the Town's real property including the Silver King/Brunenkant and facility policy, procedures and items related to current leases, rents due, and delinquent taxes.**
- g. Discussion of the filing of an Amicus Brief in the Appeal of Cause No. TX2017-000663 of the Arizona Tax Court's decision voiding Proposition 417, as approved by Pinal County voters on November 7, 2017.**

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

### **ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7-0) to adjourn from Executive Session.

### **ADJOURNMENT**

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7-0) to adjourn the meeting at 8:24 p.m.

---

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 January 14, 2019, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk



**MINUTES OF THE TOWN OF FLORENCE COUNCIL REGULAR MEETING HELD ON TUESDAY, JANUARY 22, 2019, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter called the meeting to order at 6:01 pm.

**ROLL CALL:**

Present: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

There were no public comments.

**PRESENTATIONS**

**Presentation on upcoming special events from February to April 2019. (Alison Feliz)**

Ms. Alison Feliz, Recreation Coordinator, provided an overview of upcoming events, which include:

- Concerts in the Park
  - Fridays in February
  - 5:15 p.m. to 7:00 p.m.
  - Padilla Park
- Home Tour
  - Saturday, February 9, 2019
  - Theme is "Small Town, Big History – Living within Adobe Walls"
  - 10:00 a.m. to 4:00 p.m.
  - Historic Downtown Main Street
  - Expecting 1,000 visitors

Florence Town Council Meeting Minutes

January 22, 2019

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- Pooch Party
  - 9:00 a.m. to 11:00 a.m.
  - Saturday, February 23, 2019
  - Central Bark Park
  - Vaccinations and Licensing for \$15.00
  - Pet adoptions available for \$50.00
  - Partnering with Pinal County
- Easter Eggstravaganza
  - Saturday, April 13, 2019
  - 9:00 a.m. to 12:00 p.m.
  - Heritage Park
  - Partnering with Pinal County Resource Fair
  - Pinal County Mounted Posse will do a pancake breakfast
  - Partnering with the Mosaic Church
  - Will have 12,000 prize filled Easter eggs
- Road to Country Thunder
  - Saturday, April 6, 2019
  - Historic Downtown Main Street
  - 5:00 p.m. to 10:00 p.m.
  - Food Vendors & Beer Garden
  - Will have four bands
- Movie in the Park
  - Saturday, April 27, 2019
  - Disney's "Coco"
  - Aquatic Center Multi-Purpose Fields
  - Sundown approximately 7:00 p.m.
- Upcoming Events at Aero Modeler Park
  - January 12, 2019: Florence Desert Fly In
  - February 9, 2019: Florence Model Air Show
  - March 9, 2019: Warbirds over Florence
- Upcoming events at rodeo grounds
  - February 10, 2019: Prison Run
  - February 23 -24, 2019: Queen Creek Jr. Rodeo
  - March 31, 2019: Arizona High School Rodeo
  - March 16, 2019: Ranch Rodeo
- Upcoming Events at Anthem Parkside & Sun City Anthem @ Merrill Ranch
  - February 2, 2019: Arts in the Park
  - March 2, 2019: Arts in the Park
  - March 23, 2019: Spring Festival
  - April 6, 2019: Anthem Triathlon
  - April 6, 2019: Arts in the Park
- February 9, 2019: Assumption Parish Church Festival
- February 16, 2019: Classic Car Show
- March 16, 2019: Fashion Show at Women's Club
- March 30, 2019: Little League Opening Ceremonies
- March 30, 2019: 75<sup>th</sup> Anniversary of GI Bill
  - Parade on Main Street
- April 6, 2019: Dino Dash

- Mini Make A Difference Day
  - January 26, 2019
  - Florence Teen Council, Florence K-8 Student Council and Florence K-8 National Jr. Honor Society will be cleaning up the Home Tour Route
  - 8:00 am – 10:00 am
- Country Thunder: April 11 to 14, 2019

Councilmember Hughes inquired if the events will be on the website.

Ms. Feliz stated that there are links to each of the events on the Town's website and they share information about all the events on the Town's social media sites as well.

Councilmember Hughes asked that the events be added to the community calendar.

**Presentation of new GIS (Geographic Information System) interactive online map for traffic counts of various roadways in the greater Florence area.**

Mr. Victor Cantu, GIS Coordinator, demonstrated the ESRI GIS software (geographic information system mapping tool) and how to use it. He explained that they use multiple resources to gather information. He provided a brief tutorial on how to use the system through the portal. He explained the following viewers are searchable by address or parcel numbers:

- Sign viewer
- Traffic volume viewer
- Utility viewer
- Zoning viewer

Mr. Cantu stated that the system is interactive in which it offers multiple functions that can be used such as measuring distances, inserting arrows, drawing, etc.

Councilmember Wall inquired if it can zoom in and out.

Mr. Cantu explained that you can zoom in and out. More information is provided as you zoom in.

Councilmember Hughes inquired if a redevelopment map, by sector, is available.

Mr. Cantu stated that their office can construct any type of map, so long as the information is available.

Councilmember Hughes asked that a redevelopment map be available to the public.

Discussion occurred on the different functions and what each of the functions do.

Councilmember Cordes inquired what the traffic sign module does.

Mr. Billingsley explained that it refers to traffic signs and retro-reflectivity of the signs, which is the condition of the sign. The intent is to create a data management software that will be able to generate work orders.

Councilmember Cordes inquired if there will be a tool to indicate road closures.

Mr. Billingsley stated that notification is provided on the Town's website, but not within an interactive GIS map/tool.

**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. **Ratification of award of bid to Coolidge Engine & Pump, to brush, bail, clean, video, perforate and install new casing to Well #4 (CIP WU-84 Pump Inspection and Rebuild), in an amount not to exceed \$42,527.58. (Chris Salas)**
- b. **Approval to accept funds from Arizona Department of Homeland Security, to purchase an OPSG Vehicle to conduct Operation Stonegarden border enforcement activities, in the amount of \$82,018. (Jennifer Evans)**
- c. **Approval to purchase five public safety portable radios, from Motorola Solutions, in an amount not to exceed \$36,784.88. (Dan Hughes)**
- d. **Approval and ratification of the standard Terms of Engagement for legal services approved at the June 18, 2018 Council Meeting, as it relates to the expenditures for legal services with Attorney formerly working at Ryley Carlock & Applewhite, now engaged at Dickinson Wright PLLC, and Albert H. Acken, for legal representation of the Town of Florence, in regulatory matters, including administrative appeals and potential litigation with respect to Matters of Arizona Corporation Commission's Investigation of Johnson Utilities LLC, and Southwest Environmental Utilities. (Clifford Mattice)**
- e. **Approval of the December 3, 2018 Town Council Meeting minutes.**
- f. **Receive and file the following board and commission minutes:**
  - i. **September 20, and October 11, 2018 Arts and Culture Commission Minutes**
  - ii. **November 7, 2018 Historic District Advisory Commission Minutes**
  - iii. **October 18, November 15 and December 20, 2018 Planning and Zoning Commission Minutes**

On motion of Councilmember Hawkins, seconded by Councilmember Hughes, and carried (7-0) to approve the Consent Agenda as written, with the exception of Item b.

- b. **Approval to accept funds from Arizona Department of Homeland Security, to purchase an OPSG Vehicle to conduct Operation Stonegarden border enforcement activities, in the amount of \$82,018.**

Vice-Mayor Anderson inquired what an OPSG vehicle is.

Mayor Walter stated that OPSG refers to Operation Stonegarden.

Mr. Daniel Hughes, Police Chief, stated that it is a fully-equipped SUV.

Vice-Mayor Anderson stated that there are a lot of requirements that the Town must adhere to and inquired if it was worth it.

Chief Hughes stated that the Town would receive approximately \$200,000 worth of equipment. The benefits of doing Operation Stonegarden are:

- They work on drug smugglers, which come through State Highways 79 and 77, which passes through Florence.
- Great opportunity for officers to get training and the opportunity to work with other agencies
- An opportunity for officers to work overtime.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (7-0) to accept funds from Arizona Department of Homeland Security, to purchase an OPSG Vehicle to conduct Operation Stonegarden border enforcement activities, in the amount of \$82,018.

## **NEW BUSINESS**

### **Resolution No. 1686-19: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE FEBRUARY 22, 2019.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Council reviewed the Florence Town Council Rules of Procedure and requested modifications to the existing rules. The requests have been incorporated. If approved, they will go into effect on February 22, 2019.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried (7-0) to adopt Resolution No. 1686-19.

### **Discussion/Approval/Disapproval of PZ-18-36-DR, the Comprehensive Sign Plan for the Florence Hospital, APN 211-02-0340, located at 4545 North Hunt Highway, subject to the conditions noted in the staff report.**

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

- Presented to Planning and Zoning Commission on January 3, 2019 and forwarded a favorable recommendation with stipulations, as noted in the staff report.
- Florence Hospital Comprehensive Sign Plan PZ-18-36-DR
  - § 150.122 SUBMITTAL AND PERMIT REQUIREMENTS
    - C. (8) A PUD must submit a comprehensive sign package and may, through the comprehensive sign package, request deviations from the sign regulations only if the deviations are reviewed and recommended by Planning and Zoning Commission and approved by the Town Council
  - Request
    - Design Review application for a proposed Comprehensive Sign Plan for the Florence Hospital located south of the Southeast Corner of Hunt Highway and Franklin Road at
    - 4545 North Hunt Highway: APN 211-02-0340.

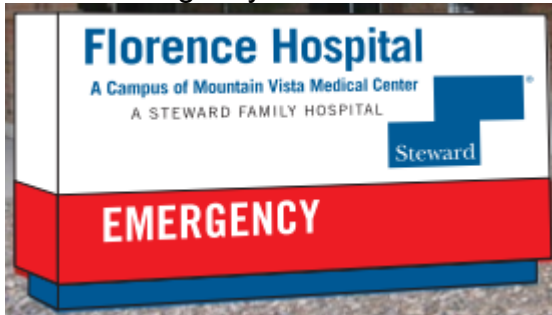


- Monument Entry sign



- 5'9" in height
- 54.2 square feet (sq. ft.) in area
- [48 sq. ft. allowed per AMR PUD]

- Emergency Directional



- 4'2" in height
- 26.8 sq. ft. in area
- [maximum allowed: 3' in height 6 sq. ft. in area]

- General Directional (2)

- 4' 0" in height
- 14.7 sq. ft. in area
- [maximum allowed: 3' in height 6 sq. ft. in area]

- Wall Signs – 3 Total

- Side of hospital: 68.5 sq. ft.
- Front entrance: 150 sq. ft.
- Ambulance sign: 28.2 sq. ft.

- All signs:

| <u>Sign Type</u>        | <u>Requested Height/Area</u> | <u>Allowable Height/Area</u> |
|-------------------------|------------------------------|------------------------------|
| Monument                | 5' 9"/54.2 sq. ft.           | 8' 0"/48 sq. ft.             |
| Emergency Directional   | 4' 2"/26.8 sq. ft.           | 3' 0"/6 sq. ft.              |
| General Directional (2) | 4' 0"/14.7 sq. ft. (each)    | 3' 0"/6 sq. ft.              |
| Wall Sign               |                              |                              |
| • #1                    | 68.5 sq. ft.                 |                              |
| • #2                    | 150.0 sq. ft.                |                              |
| • #3                    | 28.2 sq. ft.                 |                              |
| Total Wall Signs        | 246.7 sq. ft.                | 200 sq. ft. allowable        |

- Total sign area requested for the monument sign, the three on-site directional signs and the three wall-mounted signs is 357.1 sq. ft.
- Combined total of the individual 'allowable' signs area (including the Anthem at Merrill Ranch monument sign increase) is 266 sq. ft.
- Total sign area allowed per the Town of Florence Development Code is 232 sq. ft.
- Total deviation requested is 125.1 sq. ft. greater than the current allowable sign area and up to 1' 2" for the height of the three Directional Signs.
- Signs are illuminated internally

- Analysis

- Hospitals are a unique land use
- Emergency situations
- Stressful for patients and visitors
- Commercial standards are not directly applicable



- The Planning and Zoning Commission determined that the request is in compliance with Town Codes and the deviations permitted through the Comprehensive Sign Package Design Review process.
- The Planning and Zoning Commission recommends approval of the Design Review for PZ-18-36-DR subject to conditions.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried (7-0) to approve PZ-18-36-DR, the Comprehensive Sign Plan for the Florence Hospital, APN 211-02-0340, located at 4545 North Hunt Highway, subject to the conditions noted in the staff report.

**Discussion/Approval/Disapproval to accept funds from Arizona Department of Homeland Security, in the amount of \$161,000 for overtime wages, benefits and vehicle mileage to conduct OPSG border enforcement activities.**

Ms. Jennifer Evans, Management Analyst, stated that the Police Department is receiving \$161,000 to conduct boarder enforcement activities. Once the agreement is executed, the Police Department will have 10 months to expend the funds.

Mayor Walter inquired how many years the Town has participated in this grant.

Ms. Evans responded that the Town has participated in the grant for five years. She stated that the Police Department is instrumental in the success of the grant, which is why they were awarded so much money this year.

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (7-0) to accept funds from Arizona Department of Homeland Security, in the amount of \$161,000 for overtime wages, benefits and vehicle mileage to conduct OPSG border enforcement activities.

**Discussion/Approval/Disapproval of entering into an employment agreement with Clifford L. Mattice for the position of Town Attorney.**

Mr. Billingsley stated that Mr. Mattice has been with the Town since June 2015. If the contract is approved, the contract will begin on January 22, 2019 and will include the following:

- 5% increase in salary, which will be \$133,127 annually
- Three-year contract, with potential for two additional years
- \$100 per month increase for automobile allowance

On motion of Councilmember Wall, seconded by Councilmember Wall, and carried (7-0) to enter into an employment agreement with Clifford L. Mattice for the position of Town Attorney.

**MANAGER'S REPORT**

Mr. Billingsley stated that First Street Project has begun on January 21, 2019, with a completion date in May 2019. This is one of the most important streets for Florence, and one that is in the worst condition.

Mr. Billingsley stated that the 3<sup>rd</sup> Annual Teen Leadership Symposium is scheduled for February 23, 2019, at the Florence Library and Community Center. There will be four well-known speakers at this event.

Mr. Billingsley stated that he received an invitation for the CAG 23<sup>rd</sup> Annual Legislative Day on February 4, 2019. They will partner with Pinal County RTA and Sun Corridor MPO for a joint legislative day

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Hughes stated that she held her “Let’s Talk” event at the library, in which they had great discussion, which turned into a brain storming session. People discussed their issues with others and found solutions to one another’s issues. Her next event will be held on February 13, 2019, from 5:30 pm – 7:30 pm.

Councilmember Cordes stated that Rail 3 Ranch had their grand opening. She asked that everyone support the local businesses. She also attended the Women’s Club Rummage Sale and it was very successful. She stated that the Florence Unified School District puts on a “Say Yes to Prom” event, where they take donations of any type of formal wear as well as other items that one would use such as toiletries, makeup etc. Prior to prom, any student that is in high school can come and pick up some items for free. Prom can be expensive, and this can help many families. She will accept donations as well as Mount Athos and any of the schools.

Councilmember Wall encouraged anyone wishing to serve on the Library Advisory Board to apply to the Town Clerk’s Office.

Councilmember Hawkins stated that there was a fire within the overflow parking lot in the Florence Gardens community. The fire was a result of someone working on an electrical item that caught fire, resulting in three RV’s and a pickup truck were burned.

Vice-Mayor Anderson stated that he met with Senator McSally and discussed the issue with the Joint Use Agreement for the National Guard. He explained to her that the land is owned by the State, and the Town would like to see the National Guard get title to the land. Both he and Mayor Walter received two memorandums from Senator McSally’s Office stating that they are escalating the issue to the national level.

Mayor Walter stated that Councilmember Hughes will serve on the Pinal Partnership Board.

## **ADJOURNMENT TO EXECUTIVE SESSION**

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

**Discussion or consultations regarding the Town of Florence intervention in the matter of the Arizona Corporation Commission's investigation into the billing practices and water quality issues of Johnson Utilities, LLC before the Commission or in regard to any matters involving the Commission's review, public participation, investigations into the operations of Johnson Utilities, LLC and its affiliates including but not limited to Southwest Environmental Utilities and Case Numbers: WS-02987A-17-0392; WS-02987A-18-0151; WS-0987A-18-0050; WS-20878A-18-0330; WS-02987A-18-0329; WS-02987A-06-0667.**

On motion of Councilmember Hawkins, seconded by Vice-Mayor Anderson, and carried (7-0) to adjourn to Executive Session.

#### **ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to adjourn from Executive Session.

#### **ADJOURNMENT**

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried to adjourn at 8:00 p.m.

---

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 January 22, 2019, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON TUESDAY, JANUARY 22, 2019, AT 5:30 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 5:30 pm.

**ROLL CALL:**

Present: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

**ADJOURNMENT TO EXECUTIVE SESSION**

**For the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03(3) & (4) to update newly elected Council on pending and threatened claims against the Town of Florence.**

- a. **Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**
- b. **Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325.**

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (7-0) to adjourn to Executive Session.

**ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (7-0) to adjourn from Executive Session.

**ADJOURNMENT**

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins and carried (7-0) to adjourn the meeting at 6:00 p.m.

---

Tara Walter, Mayor

ATTEST:

---

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 22, 2019, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
SPECIAL MEETING HELD ON THURSDAY, DECEMBER 13, 2018 AT 2:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Rankin called the meeting to order at 2:00 p.m.

**2. ROLL CALL:**

Present: Curran, Hagemann, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

**a. Discussion/Approval/Disapproval of Minutes from the October 11, 2018 Regular Meeting.**

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried (3-0) to approve the minutes from the October 11, 2018 regular meeting.

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

Liaison Bryan Hughes did a quick overview of programming for the remainder of the Fall 2018 season.

Chair Rankin stated that Open Studio will be continuing.

Commissioner Curran stated that the Florence Guitar and Cello Band will be putting on a Christmas concert at the Suter House on December 16<sup>th</sup> at 3 p.m. Commissioner Hagemann asked Liaison Hughes to provide chairs for the concert.

**c. Discussion/Approval/Disapproval of Arts and Culture Programming – Spring 2019.**

Liaison Hughes reviewed upcoming programming and events for Spring 2019.

**d. Discussion/Approval/Disapproval of Main Street Mural Project and Arizona Commission on the Arts grant.**

Liaison Hughes asked the Commission to continue their efforts in recruiting volunteers for the Main St. Mural project. Liaison Hughes asked the Commission to finalize the design for the mural.

Commissioner Rankin asked if the Town of Florence is doing any public notifications or publicity to get the word out about needing volunteers for the mural?

Liaison Hughes stated that there will be a flyer circulated for the mural.

**e. Discussion/Approval/Disapproval of future Suter House art exhibits.**

Commissioner Curran asked if the Suter House may be rented out to for private exhibits and if products will be allowed to be sold?

Liaison Hughes responded that he believes there shouldn't be an issue with renting out to private exhibits and allow them to sell their products.

Commissioner Curran asked if insurance was going to be required?

Liaison Hughes stated that yes but did not know the details of what was needed.

**f. Discussion/Approval/Disapproval of public art in Town facilities.**

Liaison Hughes informed the Commission that hardware is up and ready to display art at the Library/Community Center. Liaison Hughes is confident that art may be displayed as early as February and mentioned about hosting a photography contest that will be displayed at Town Hall.

**g. Discussion/Approval/Disapproval of public art in Town Parks, Right-of-Ways and on private parcels.**

Liaison Hughes to draft a letter to send to Universities and suggested to contact Oro Valley for a copy of their Ordinances and Rules for their public art installments.

**h. Discussion/Approval/Disapproval of Florence Veterans Memorial.**

Chair Rankin drafted the proposal to foundries and sculptors in Arizona for the Florence Veterans Memorial.

Liaison Hughes stated the fallback plan is to order a statue if there is no response from companies or individuals.

Chair Rankin said she will follow-up with prospects to ensure they received the proposal letter.

**i. Discussion of Commission member vacancy and recruitment efforts.**

Liaison Hughes asked the Commission to keep searching for two more individuals to join the Art and Culture Commission.

## **5. CALL TO THE PUBLIC/BOARD RESPONSE**



Debbie Novotny expressed her concerns about the Public Art program and hopes there are guidelines to make sure suitable artwork is being displayed.

Ms. Novotny asked the Commission if the Main St. Mural was a whole new design, what type of materials were being used, if the Town owned the lot and if it didn't what will happen to the mural?

Commissioner Hagemann responded that the Mural was a whole new design and it would be about all the different cultures that make up Florence.

Chair Rankin responded that appropriate materials will be used to withstand the Arizona climate.

Liaison Hughes responded that the Town does not own the lot where the mural will be placed but the Town does have permission from the Owner to use the lot and should the Owner decide the Town no longer can use the lot, then the mural will be removed and possibly relocated.

Ruth Harrison suggested to the Commission to reach out to local schools for design suggestions for the mural.

Ms. Harrison also suggested reaching out to Central Arizona College (CAC) bands to have concerts here in Town.

Lastly, Ms. Harrison would like to have a Plein Air painting event hosted in Florence.

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

## **6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

## **7. ADJOURNMENT**

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried (3-0) to adjourn the meeting at 2:30 P.M.

Approved:



Ann Rankin, Chairman

**Posted 18<sup>th</sup> day of January 2019, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).**

**REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD TUESDAY DECEMBER 26, 2018, AT 6:00 PM, AT THE FLORENCE TOWN COUNCIL CHAMBERS, 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

**Vice-Chair Adam called the meeting to order at 6:00 pm.**

**ROLL CALL**

**Present: Vice-Chair Adam, Smith, Reid, Knight with Chairman Wheeler, Novotny and Schmidt absent.**

**PLEDGE OF ALLEGIANCE**

**DISCUSSION/APPROVAL/DISAPPROVAL** of the meeting minutes for the special meeting conducted on November 7, 2018

**On a motion by Commissioner Reid, seconded by Vice Chair Adam, and carried 4-0 to approve the special meeting minutes of the November 7, 2018.**

**NEW BUSINESS**

A brief presentation will be made at the meeting regarding each item prior to discussion and possible action.

**A. HDAC 2019 Calendar**

**Confirm meeting dates and any adjustments thereto**

Community Development Director Larry Harmer showed the Commission future meeting dates for 2019. He stated the only potential conflicts may be on November 27<sup>th</sup> and December 25<sup>th</sup> because they were before Thanksgiving and on Christmas day. He asked the Commission how they wanted to move these two meeting dates around for 2019. Vice-Chair Adam suggested to proceed with the November 27<sup>th</sup> meeting but move the meeting on December 25<sup>th</sup> forward to December 18<sup>th</sup>. The Commission agreed.

Mr. Harmer discussed meeting cancellations. He stated meetings packets are completed the week before to give the Commissioners time to read the materials. Vice-Chair Adam stated the Commission prefers the agenda a week in advance because Commission members like to read the packet and visit the sites.

**On a motion by Commissioner Smith, seconded by Commissioner Knight, and carried 4-0 to adopt the meeting calendar for 2019 with December 25 meeting moved to December 18, 2019.**

**B. 2019 Historic Preservation Conference – HDAC Attendees  
Prescott, June 12-14, 2019**

Mr. Harmer presented the dates for the Historic Preservation Conference and noted the Town budget allowed for two full registrations and lodging. He asked the Commission how they wanted to break up the costs and recommended a discussion at the next meeting. He noted that the Town has submitted a session to the conference. The session discusses the grants and tools available to small communities for historic preservation and development. Staff has not heard back on session. The Commission asked Mr. Harmer if he would be presenting the session. Mr. Harmer said yes.

Mr. Harmer mentioned the Town was encouraged to have a representative from the Commission on the conference committee for 2020. Vic-Chair Adam asked for further details about the position. Mr. Harmer said he would check. Vice-Chair Adam stated she had a pass to the conference.

**PRESENTATIONS BY COMMUNITY DEVELOPMENT**

**A. Home Tour Update**

Town Planner Maricella Benitez explained the Home Tour Committee will meet again in January, the map is finalized, and the brochure will be worked on in the next meeting. She said ads are still coming in for the brochure and the Home Tour has eight houses. Mr. Harmer noted letters of interest for the 2020 Home Tour have been sent out and two homeowners have sent in responses.

Vice-Chair Adam asked if the Home Tour trolley route has been walked to make sure the numbers match the destinations. She noted it is important that the map be easy to follow, especially for those walking the route. Ms. Benitez has confirmed the route was driven by Alison Feliz and some of the previous options for the route were changed for a quicker and easier route.

**B. Parking and Sign Code Updates**

Mr. Harmer discussed how the new parking and sign code will impact the Town. He stated staff was looking to update off-street parking and unloading requirements for new businesses and businesses with a new use. He said the new parking code adds more flexibility and establishes new parking standards based on best practices and new technology. Mr. Harmer mentioned that existing parking is grandfathered in and does not need to follow new standards.

Mr. Harmer said Staff is expanding the terms and definitions and including shared parking for businesses with different peak hours. He stated the amendments will enhance new parking facilities, clarify maintenance responsibilities, and reduce parking requirements for lots with less than 20 spaces. He noted the current code limits the amount of additional parking spaces and the new one provides more flexibility to large stores such as Fry's. He explained these changes also include different paving materials because they can help reduce the heat island effect and help with drainage.

Mr. Harmer stated some other changes increase the number of parking spaces for some uses based on industry standards and current requirements. His concern is some places are under-parked and impacting the surrounding neighborhood. He mentioned landscaping requirements for larger parking lots and this includes end of the road islands, planter diamonds, and trees to reduce the heat island effect. Mr. Harmer described the change in minimum curb cut at access points from 40 feet wide to 32 feet. He said the new parking code will also be more specific on access and maneuvering for emergency equipment, refuse pick up, and American Disabilities Act (ADA) requirements.

Mr. Harmer stated the Town published a Sign Code draft in 2014/2015, and it was never adopted by Council. Staff is bringing this draft forward with some minor changes. He said the amendments to the Sign Code draft include an update to the terms and definitions and a change in the format of the subsections.

Mr. Harmer said the new amendments align the Town code with the recent Reed vs Gilbert Supreme Court ruling. He mentioned some other changes include increasing some sign heights and areas along the highways, allowing flexibility for menu boards, and allowing one electronic sign per parcel, except in the historic district. The HDAC can approve electronic signs on a case by case basis. He told the Commission that the first public hearing for the Planning and Zoning Commission was complete and the second public hearing is in January. A citizen participation meeting was already held and there will be a special presentation to the Chamber Commerce. He said after the public hearings, Planning and Zoning will make a recommendation to the Town Council.

Vice-Chair Adam mentioned that the historic district guidelines do not explicitly discuss electronic signs. She asked Mr. Harmer if this meant electronic signs were a case by case situation. Mr. Harmer replied that he wanted to pursue the topic further and address other types of signage found in the guidelines such as neon signs. He asked if he could add the item to the future agenda. The Commission agreed.

Vice-Chair Adam asked if it would be possible to update the guidelines since they have not been updated since 2009. The Commission has found the guidelines limiting and wish to update them. Mr. Harmer agreed to add guideline updates to the agenda for later discussion.

### **C. Kokopelli and Cuen Building Updates**

Mr. Harmer stated the Kokopelli building has been in front of the magistrate twice. He said in the last meeting, the magistrate found that there is a public nuisance regarding the structure's condition. The magistrate gave the property owner two more weeks to find a buyer. Mr. Harmer stated the next hearing is at ten o'clock, next Friday, at Town Hall. Mr. Harmer hopes the hearing will give the Town the right of access to perform the environmental assessment and initial clean up.

Mr. Harmer said Stephanie Rowe has an estimate for the Cuen building's updated drawings. He noted that he toured the building with the architect and noticed a significant amount of deterioration to the inner adobe walls and the roof structure. Mr. Harmer explained the cost of rehabilitation is an estimate and would need construction drawings and a BID to see the true cost. Staff anticipated taking the estimate to the Town Council in January or February for review.

Vice-Chair Adam asked if staff is going to Council to get approval for funding. Mr. Harmer said Staff is looking to place a Capital Improvement Project (CIP) request for next year, but it has to go through the budgeting process. Depending on the outcome, the Town would have ownership of the architectural drawings and could sell the building again.

#### **D. Future Agendas**

Mr. Harmer stated he talked to some downtown business owners about updates to signage and anticipates some design reviews. Vice-Chair Adam asked about continuing the plaque program for historic buildings. She wondered if designating new plaques and doing the research could be added to the budget. Mr. Harmer said he would look into it.

Vice-Chair Adam said the plaques would be a positive activity for the district members because people come and read the signs. Commissioner Reid said a list of structures was submitted, in the past, for those who deserved a plaque. She does not know where the list is. Commissioner Reid said the district is due for a survey on plaque eligibility, especially since some homes are getting older and becoming historic structures. Something to think about or fund eventually. Mr. Harmer asked the Commission to let him look into the records and electronic files for past inventories.

#### **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.

#### **CALL TO THE COMMISSION/CURRENT EVENTS ONLY**

Commissioner Reid wanted to go on record to say the Silver King looked wonderful with the Christmas lights. She wished the lights could be left year-round because it makes downtown so exciting. Commissioner Reid said she is grateful Blue Skye for staying open until five and after because it made that little bit of downtown look alive and exciting. Commissioner Knight stated her cousin put up the lights on the Silver King and she is proud of his work.

Commissioner Smith asked Staff if someone could do something about the weeds in the historic district. They are mainly on lots with abandoned buildings. She discussed the possibility of contacting building owners who are not present to take responsibility in upkeeping their building. She is concerned about the buildings deteriorating further. Vice-Chair Adam echoed the compliment on the Silver Kings' lights and noticed Blue Skye did take their design suggestions into consideration. She said it is a fabulous addition to the Downtown. Vice-Chair Adam asked if the Commission had a Council Liaison. Mr. Harmer said yes, and that Councilmember Michelle Cordes was appointed.

## **ADJOURNMENT**

**The meeting was adjourned by Vice-Chair Adam at 6:37 pm.**

  
\_\_\_\_\_  
Betty Wheeler

  
\_\_\_\_\_  
Date

October 17, 2018 Library Advisory Board Minutes

MINUTES OF THE TOWN OF FLORENCE LIBRARY ADVISORY BOARD REGULAR MEETING HELD ON WEDNESDAY, OCTOBER 17, 2018, AT 6:00 P.M., IN RUGGLES ROOM 1 OF THE FLORENCE COMMUNITY LIBRARY, LOCATED AT 778 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Secretary Berger called the meeting to order at 6:05 pm.

2. ROLL CALL:

Present: K. Harmon, Berger, T. Harmon, Estrada, Woolridge, Halt

Absent: Horan

3. MINUTES: Approval/Disapproval of the Minutes for the Meeting of April 18, 2018.

On motion of Boardmember Estrada, seconded by Boardmember T. Harmon, and carried (6-0) to approve the minutes for the Meeting of April 18, 2018.

4. LIBRARY MANAGER'S REPORT

5. NEXT MEETING: Wednesday, January 16, 2018, 6:00 pm

6. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Public Comment on issues within the jurisdiction of the Library Advisory Board. Individual Board Members 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.

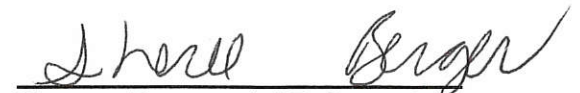
7. CALL TO THE BOARD – CURRENT EVENTS ONLY

8. ADJOURNMENT

On motion of Boardmember Estrada, seconded by Secretary Berger, and carried (6-0) to adjourn the meeting at 6:23 pm.

POSTED THE 18th DAY OF OCTOBER, 2018, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

  
Kamian Harmon, LAB Chair

  
Sheree Berger, LAB Secretary



## **TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD**

**MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, JULY 26, 2018  
AT 4:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET,  
FLORENCE, AZ.**

### **1. CALL TO ORDER**

Chair Pinson called the meeting to order at 4:05 P.M.

### **2. ROLL CALL:**

Present: Don Pinson, Tom Smith, Kelly Williams, Donald Woolridge

Absent:

### **3. PLEDGE OF ALLEGIANCE**

### **4. PRESENTATIONS**

#### **a. Presentation on Upcoming Special Events (Alison Feliz).**

Alison Feliz did a PowerPoint presentation on upcoming events.

### **5. NEW BUSINESS**

#### **a. Discussion/Approval/Disapproval of Minutes from the May 3, 2018 Regular Meeting.**

On motion by Boardmember Smith, seconded by Boardmember Woolridge, and carried (4-0) to approve Minutes from the May 3, 2018 Regular Meeting.

#### **b. Discussion/Approval/Disapproval of the Youth Scholarships Policy (John Nixon).**

On motion by Boardmember Smith, seconded by Vice-Chair Williams, and carried (4-0) to approve the Youth Scholarships Policy.

#### **c. Discussion of Park/Open Space/Community Services Projects in the FY18-19 Capital Improvement Plan (Bryan Hughes).**

##### **i. Poston Butte Preserve Expansion**

Liaison Hughes updated the Board on the Poston Butte Preserve Expansion.

## **ii. Active Transportation Plan**

Liaison Hughes informed the Board that MAG (Maricopa Associations of Government) had granted \$98,000 with the Town doing a 20% match to kick start the planning of an Active Transportation Plan.

## **iii. Parks and Recreation Comprehensive Plans**

Liaison Hughes informed the Board that the Town will be advertising for an RFQ (Request for Qualifications) for the Parks and Recreation Comprehensive Plans.

## **iv. Site Specific Park Master Plans**

Liaison Hughes stated that he will be introducing an Addendum to the Parks and Recreation Comprehensive Plan RFQ notice to have an optional Site-Specific Park Master Plans. Liaison Hughes expressed how he would like to get suggestions on revamping Heritage Park.

## **v. Florence Veterans Memorial**

Liaison Hughes informed the Board that there are three groups willing to do in-kind construction work for the Florence Veterans Memorial. Liaison Hughes hopes the Memorial will be completed by Memorial Day.

# **6. STAFF REPORTS**

## **a. Recreation Programming (John Nixon)**

John Nixon updated the Board on Recreation Programming.

## **b. Senior Center (Laura Carter)**

Laura Carter updated the Board on the Senior Center.

## **c. Parks Maintenance (Bryan Hughes)**

Liaison Hughes updated the Board on Parks Maintenance.

## **d. Arts and Culture Commission (Bryan Hughes)**

Liaison Hughes updated the Board on the Arts and Culture Commission.

# **7. CALL TO THE PUBLIC/BOARD RESPONSE**

**CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE**


**MINUTES. INDIVIDUAL MEMBERS 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 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.**

**8. CALL TO THE BOARD – CURRENT EVENTS ONLY**

**9. ADJOURNAMENT**

On motion by Boardmember Smith, seconded by Vice-Chair Williams, and carried (4-0) to adjourn the meeting at 5:16 P.M.

Approved:

  
Don Pinson, Board Chair

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION**

**REGULAR MEETING MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, DECEMBER 20, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

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

**2. ROLL CALL:**

|                              |                |
|------------------------------|----------------|
| <b>Chairman Pranzo</b>       | <b>Present</b> |
| <b>Vice-Chair Frost</b>      | <b>Present</b> |
| <b>Commissioner Smidt</b>    | <b>Absent</b>  |
| <b>Commissioner Simmonds</b> | <b>Present</b> |
| <b>Commissioner Proulx</b>   | <b>Present</b> |

**Council Liaison Hawkins was absent**

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on November 15, 2018.**

**On a motion by Chairman Pranzo, seconded by Commissioner Simmonds, and carried by a 4-0 vote to approve the November 15, 2018 Regular Meeting minutes.**

**5. NEW BUSINESS**

**No new items**

**6. OLD BUSINESS**

- A. Staff presentation and Public Hearing to solicit input regarding Case PZ-18-34-TA, a proposed text amendment to the Town of Florence Development Code Definitions and Part 7: Parking; Loading and Unloading. Motion to direct staff to schedule a 2<sup>nd</sup> Public Hearing for Planning and Zoning Commission meeting of January 17, 2019 for possible recommendation to Town Council.**

Chairman Pranzo opened a Public Hearing for the Development Code Definitions and Part 7: Parking; Loading and Unloading. Chairman Pranzo asked for Mr. Burkhardt to present the recommended changes for audiences watching online.

Mr. Burkhardt reviewed the text amendments in a PowerPoint. Mr. Burkhardt discussed the changes were due to a recent event where a church did not have adequate parking but met the minimum required parking spaces. He stated the amendments create flexibility in the existing parking requirements, update existing design review to reflect best practices, make maintenance responsibilities clear, and include new technology. Mr. Burkhardt mentioned that existing development is grandfathered in and does not need to conform to the new amendments.

Mr. Burkhardt discussed the addition of parking schedules in large lots and stated further changes will be made to landscaping requirements, paving requirements, parking access, and the minimum width of spaces. He said the text amendments reinforce language for access for fire and trash collection access into lots and encourage shared parking in commercial areas.

Mr. Burkhardt asked the Commission to continue the Public Hearing on January 17<sup>th</sup> to gather more input. On the same date, Planning and Zoning may make a recommendation to Town Council.

**On a motion by Vice-Chair Frost, seconded by Commissioner Simmonds, and carried by a 4-0 vote to continue the Public Hearing to the Planning and Zoning Commission meeting of January 17, 2019.**

**B.** Staff presentation and Public Hearing to solicit input regarding Case PZ-18-33-TA, a proposed text amendment to the Town of Florence Development Code Definitions and Part 3: Sign Regulations. Motion to direct staff to schedule a 2<sup>nd</sup> Public Hearing for Planning and Zoning Commission meeting of January 17, 2019 for possible recommendation to Town Council.

Mr. Burkhardt mentioned Staff held a neighborhood meeting and received comments from residents, a Town Council member, and a member of the Chamber of Commerce. Mr. Burkhardt stated the amendments to the Sign Code draft include an update to the terms and definitions. He said the main reason for the change is to align the Town's sign code with the recent Reed vs Gilbert Supreme Court ruling. Signs will not be based on the content, but the time, place, and manner they are displayed. Mr. Burkhardt stated some other changes include increasing some sign heights and areas, allowing more flexibility to menu boards, and allowing one electronic sign per parcel, except in the historic district.

Mr. Harmer mentioned that the same motion to keep the public hearing open would apply for this item. Vice-Chair Frost thanked Staff for the format of the illustrations that give guidance on what is expected.

On a motion by Commissioner Proulx, seconded by Vice-Chair Frost, and carried by a 4-0 vote to continue the Public Hearing to the Planning and Zoning Commission meeting of January 17, 2019.

## **7. PRESENTATIONS**

### **A. FUTURE AGENDA ITEMS/INFORMATION ONLY**

Mr. Harmer stated the Commission will review a comprehensive sign package for Anthem Hospital next meeting. He explained Stewart medical submitted four new signs and the Planned Unit Development (PUD) for Anthem allows for some allowances or changes. Chairman Pranzo asked if the Planned Unit Development was new. Mr. Harmer said the Planned Unit Development is not new and covers all of Anthem.

Chairman Pranzo asked if Staff had the Planned Unit Development in digital format. Mr. Harmer confirmed. Chairman Pranzo explained a Planned Unit Development is an agreement that developers use as a guideline for future projects and requested a copy for the new Commissioners. Staff agreed to supply a copy.

Vice-Chair Frost asked Staff to make a comparison of the new sign code to the requirements followed by the comprehensive sign package.

## **8. CALL TO THE PUBLIC/COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or act on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

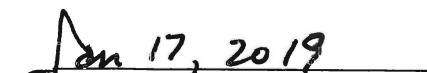
## **9. CALL TO THE COMMISSION-CURRENT EVENTS ONLY**

Chairman Pranzo wished everyone a happy, safe holiday and looked forward to seeing everyone in the new year.

## **10. ADJOURMENT**

On a motion of Commissioner Simmonds, seconded by Commissioner Proulx, and carried by a 4-0 vote to adjourn the meeting at 6:35 pm.

  
\_\_\_\_\_  
Gary Pranzo, Chairman

  
\_\_\_\_\_  
Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION**

**REGULAR MEETING MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE  
MEETING HELD ON THURSDAY, JANUARY 3, 2019, AT 6:00 P.M., IN THE TOWN COUNCIL  
CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

**Chairman Pranzo called the meeting to order at 6:07 pm**

**2. ROLL CALL:**

|                              |                |
|------------------------------|----------------|
| <b>Chairman Pranzo</b>       | <b>Present</b> |
| <b>Vice-Chair Frost</b>      | <b>Present</b> |
| <b>Commissioner Smidt</b>    | <b>Present</b> |
| <b>Commissioner Simmonds</b> | <b>Present</b> |
| <b>Commissioner Proulx</b>   | <b>Present</b> |

**Council Liaison Hawkins was absent**

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting  
conducted on December 20, 2018.**

**On a motion by Vice-Chair Frost, seconded by Commissioner Simmonds, and carried by  
a 5-0 vote to approve the December 20, 2018 Regular Meeting minutes.**

**5. NEW BUSINESS**

**A. Design Review for the Florence Hospital Comprehensive Sign Plan (PZ-18-36-DR)**

**Presentation/Approval/Disapproval** – Request by Florence Hospital of a Comprehensive Sign Plan located south of the southeast corner of Hunt Highway and Franklin Road, 4545 North Hunt Highway. Motion to recommend approval/approval with conditions/disapproval of PZ-18-36-DR and to forward the Planning and Zoning Commission's recommendation to the Town Council for final action.

Mr. Harmer gave a presentation on the Comprehensive Sign package for Florence Hospital. He stated there are parts in the code that allow a Comprehensive Sign package for certain types of developments, especially those in a Planned Unit Development (PUD). The Hospital is within the Merrill Ranch PUD. Mr. Harmer explained that the development code allows the Comprehensive Sign package some deviations from the sign code. He showed the Commission the location of the hospital in Anthem.



Mr. Harmer discussed the Monument Sign. He said the applicants requested a 5' 9" tall, 54.2 sq. ft. free-standing monument sign. The Town Code allows 32 sq. ft., but the Planned Unit Development agreement for Merrill Ranch allows 48 sq. ft. He showed the location of the previous sign to the north of the entrance and stated the new monument sign is now to the South of the entrance. Chairman Pranzo asked if the sign would be outside the right-of-way. Mr. Harmer said it will be outside of the right-of-way and on private property. Chairman Pranzo explained he got the impression from the packet that the sign was in the right-of-way and needed the approval from the Town Engineer. Mr. Harmer stated the sign is outside the right-of-way but still needs the Town Engineer's approval to verify the sign is on private property and outside the sight visibility triangle.

Vice-Chair Frost asked Chairman Pranzo when to entertain questions. Chairman Pranzo said to ask questions when going through the packet. Vice-Chair Frost stated the new monument sign is going into a heavily landscaped area. He asked if there will be visibility. Mr. Harmer said the sign will be visible because a certain amount of landscaping will be removed and placed elsewhere on the property. Mr. Harmer showed the location of the Emergency Directional sign and how it will signal towards the emergency area. He said the sign is 4' 2" tall, 26.8 sq. ft. and over the code but he will explain the rationale later in the meeting.

Mr. Harmer said there are two General Directional signs set on landscape islands in the driving area. They both help point toward the main entrance and the emergency area to help emergency vehicle drivers, visitors and walk in patients. Each sign is 4' tall, 14.7 sq. ft. and are over the maximum requirements in the code.

Mr. Harmer noted there will be three wall signs on the building. He showed the Commission the building with superimposed signs on it. He stated there is a maximum allowable of 200 square feet for total wall signage. The total wall signage exceeds the maximum standards by 87.6 square feet. Mr. Harmer stated the total sign area was 357.1 square feet, and the applicant is asking for a total deviation of 125.1 square feet.

Mr. Harmer explained the unique situation of the hospital. He mentioned that the Development Code standards are generally for offices, standard retail and commercial complexes. He said a hospital is unique because hospitals operate differently from commercial buildings. They provide a unique service, but most codes do not separate hospitals from commercial uses. He believed this occurs because few towns or cities get multiple hospitals. Larger communities such as Phoenix, Glendale or Mesa may have multiple locations, but a small community like Florence will not have more than one or two. Mr. Harmer mentioned that a larger sign helps visitors navigate and access the site in an emergency. He said anyone visiting this site is already in a stressful situation and Staff does not want to add stress with inadequate signage. Staff feels the request complies with Town Code, and the deviations permitted by the Comprehensive Sign program are for the general well-being of the land use. Staff is in favor of this project and recommends approval of the Design Review for PZ-18-36-DR subject to noted conditions.

Mr. Harmer asked for questions and a representative of the Steward hospital was there to take any questions as well. Vice-Chair Frost stated he agreed the stressful situation warrants larger signs.

Chairman Pranzo asked about the recent legislation that dealt with the content of the sign. He asked if the Commission was moving into that area. Mr. Harmer said this is a different issue because that case dealt with signs in the right-of-way. He stated that there is no violation.

Jacob Golich, the President of Mountain Vista Hospital, stated this is a standard format used throughout the company. He agreed that directional signs should focus on getting people to their destination. He will take the feedback and advise the design company. Chairman Pranzo asked Mr. Golich if there was empirical evidence to support larger signs. Mr. Golich stated that they enlarged the signs because the main issue on the East Coast was that people did not know where to go. He said the emergency letters and arrows for the directional sign probably do need to be bigger so there is no delay in care. He noted a report from Boston that discussed a patient who passed away as a result of becoming lost on the way to the Emergency department. He stated this is something he would not want at any of their properties. Mr. Golich agrees that hospitals have different needs and standards than a storefront property.

Chairman Pranzo asked Staff if a change in the letter size requires the applicant to come back to Commission for approval. Mr. Harmer explained that if the basic configuration and layout are the same, then the changes in letter height can be handled at staff level.

Mr. Golich agreed to focus on enlarging the arrows and locations. Mr. Harmer mentioned he dealt with a similar issue. In another community, the allowable signage was too small to be readable at a certain rate of speed. Stanford University and the Urban land Institute both have documentation on recognizability, size of letters, and things of that nature while moving through a property or on a highway. He noted this is why Staff agrees with the request. Chairman Pranzo does not disagree and said signage at the VA Hospital in Tucson and the Mayo Clinic in Scottsdale are horrible because people cannot figure out where to go. Mr. Golich said some hospitals require more maps and others have electronic print outs that lead to certain units. Chairman Pranzo said if there is empirical data, then the Commission has a baseline to recommend approval.

Commissioner Proulx asked if the sign is big enough. He asked how the company arrived at the square footage and setbacks. Mr. Harmer stated some studies address these types of signs and the speed, color, and size that makes visibility better. He said the Town went through this recently with the Burger King signage. The Board of Adjustments agreed to the lower level for better sight identification. The sign height is just below the horizon, which is the sweet spot for recognizability. He believes this height is the best for this type of situation. Chairman Pranzo asked if the hospital needs any ADOT signage. Mr. Harmer said it is a possibility, but a different subject. He knows there is a program out for State highways that allows these types of signs. Hunt Highway has a County highway designation and it is unknown whether there is an available program. Vice-Chair Frost emphasized the need to make the words bigger on the directional signs, especially in a high stress situation. Mr. Golich said he would take the suggestion back to the marketing team and to the gentleman who put together the sign package. He said no one should have an issue with the change. Commissioner Smidt mentioned the hospital signs should not be held to the same standards as businesses such as True Value.

**On a motion by Commissioner Proulx, seconded by Vice-Chair Frost, and carried by a 5-0 vote to approve with conditions PZ-18-36-DR and to forward the Planning and Zoning Commission's recommendation to the Town Council for final action:**

1. Construction of the monument sign and all other signage for the site shall conform to the exhibits presented to the Planning and Zoning Commission on January 3, 2019 and the Town Council on January 22, 2019 as may be amended by the conditions of approval. The final monument sign location must be approved by the Town Engineer.
2. Project to comply with Anthem at Merrill Ranch PUD and applicable Town Codes, including all applicable planning, building, fire and engineering requirements.
3. All monument signage will be located outside the sight visibility triangle.
4. Any expansion of any exterior signage shall be subject to Design Review approval. All new signage will be addressed in an amended Comprehensive Sign Plan that will be submitted for Planning and Zoning Commission review and approval prior to any new sign permits requests for the project.
5. Design Review approval shall expire one year from the Town Council approval unless project is under permit and construction commences prior to such time.
6. Any additional conditions deemed necessary.

## **6. PRESENTATIONS BY COMMUNITY DEVELOPMENT**

### **A. FUTURE AGENDA ITEMS/INFORMATION ONLY**

Mr. Harmer reminded the Commission that the second public hearing for the Sign Code and Parking Code update is on January 17<sup>th</sup>. He said the Commission can take action on the updates after the hearing. Mr. Harmer mentioned a few more Preliminary Plats for Anthem will be coming back to the Commission for reapproval. The Preliminary Plats expired, and Pulte is looking to renew them for a Final Plat. He has not received the applications but expects them in February or March.

## **7. CALL TO THE PUBLIC/COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

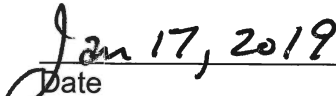
## **8. CALL TO THE COMMISSION-CURRENT EVENTS ONLY**


Chairman Pranzo wished everyone a Happy New Year.

## **9. ADJOURMENT**

**On a motion by Commissioner Smidt, seconded by Commissioner Simmonds, and carried by a 5-0 vote to adjourn the meeting at 6:36 pm.**

  
\_\_\_\_\_  
Gary Pranzo, Chairman

  
\_\_\_\_\_  
Date

|                                                                                                                                                                                                                                                                                                                                                                                     |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>7a.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>MEETING DATE:</b> February 19, 2019<br><br><b>DEPARTMENTS:</b> Mayor/Administration/Police Department<br><br><b>STAFF PRESENTER:</b> Mayor Walter, Assistant to the Town Manager Benjamin Bitter, and Police Chief Dan Hughes<br><br><b>SUBJECT:</b> Ordinance No. 670-19: Use of Handheld Devices While Driving                                                                 |                                                 | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input checked="" type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input checked="" type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input type="checkbox"/> <b>Other</b> |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**RECOMMENDED MOTION/ACTION:**

Second reading and adoption of Ordinance No. 670-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TOWN OF FLORENCE CODE OF ORDINANCES, TITLE VII, CHAPTER 72, BY ADDING A NEW SECTION 72.05 RELATING TO THE USE OF PORTABLE WIRELESS COMMUNICATION DEVICES INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE AND REPEALING CONFLICTING ORDINANCES.

**BACKGROUND/DISCUSSION:**

**UPDATE:**

The bill will be an emergency measure allowing for the education period to start sooner than the general effective date, but it will also extend the grace period for penalties to January 2021. However, the session law will provide cities, towns and counties the option to: 1) continue enforcing their existing hands-free ordinances and penalties until January 1, 2021 when the new state law and penalties take effect or 2) amend their existing ordinance to mirror SB1165 and begin enforcing penalties.

If Council would like to change the Town's ordinance to mirror SB1165 we will bring back the Ordinance at the next meeting for action.

The use of cell phones while driving has been found to be a significant cause of motor vehicle accidents. At least 38 states and Washington, D.C. have enacted some form of restriction on cell phone use. Text messaging is banned for all drivers in 47 states and the District of Columbia. Arizona law currently imposes minimal restrictions on cell phone usage and only prohibits use by school bus drivers, novice drivers, and drivers under the age of 18. In the absence of comprehensive state law, 13 cities and towns in Arizona have now passed ordinances restricting cell phone use and texting by drivers. To date, the Cities of Glendale, El Mirage, Phoenix, Sedona, Surprise, and Tucson, the Counties of Coconino and Pima, and the Town of Oro Valley have ordinance in place.

With the recent tragic death of Officer Clayton Townsend, due to a driver being distracted by texting while driving, the issue has taken greater prominence at the Capitol. To date, five bills have been introduced at the Capitol that would deal with distracted driving. The bill that is gaining consensus support amongst legislators is Senate Bill 1165 (SB1165).

SB1165 prohibits driving while holding, typing, or manually operating a portable device unless the driver is stopped at a red light, a railroad crossing, or is parked. The bill will take the place of local hands-free Ordinances or texting while driving bans. Drivers may operate their device that is attached to a windshield, center console or dashboard so long as it does not hinder the driver's view of the road and it is operated with a single tap or a swipe of their hand. Exceptions are provided for emergency situations (calling 911) and using a device fixed to the vehicle for occupational duties, such as contacting a dispatcher or communicating through a software application. The bill also exempts emergency and law enforcement personnel from the provisions and associated penalties if acting in their official capacity.

Under the bill, fines range between **\$75 to \$149** for the first offense and **\$150 to \$250** for subsequent offenses. The Arizona Department of Transportation would also be required to post signage on highways to notify the public of the law and would include training in driver education courses about the effects of using portable devices while driving.

The Governor has publicly stated his support for a distracted driving bill and has said he will sign whichever bill arrives on his desk. Assuming this bill was signed into law, it would take effect on the general effective date of bills (which is 91 days after the legislative session is over – meaning the effective date is likely to be in August 2019). While the proposed Ordinance generally mirrors SB1165, some aspects may become void if/when the Governor signs a bill.

The proposed Ordinance would prohibit handheld cell phone use while operating a motor vehicle. The violation would be a civil offense that would include a **\$250** fine. The violation would be considered a primary offense, which means an officer could use the observed violation to initiate a traffic stop on the vehicle. Appropriate exceptions would apply, including if the driver was communicating an emergency to emergency personnel.

If the Town Council chooses to move forward with this Ordinance, Staff would strongly recommend that the Council also send an accompanying letter to Senator Kate Brophy McGee (the sponsor of SB1165), mentioning the Council's support for her bill at the State Legislature, an understanding that her bill (if passed) would preempt this Ordinance, and expressing a desire by the Council to put into practice sooner the concepts contained within her bill. (A sample letter is included and could be sent to Senator Brophy McGee's office under the Mayor's signature).

Staff further recommends that, should the Governor sign a bill that conflicts with or preempts this Ordinance, that the Town Council rescind this Ordinance prior to the general effective date, to clarify that the Town is not in conflict with any state law. Under SB1487 (from 2016), the Town could lose state shared revenues if it is determined that it has passed a law that violates state law or the constitution of Arizona or that otherwise conflicts with state law.

First reading of this ordinance was done on February 4, 2019.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not adopt the Ordinance 670-19 prohibiting portable wireless cell phone use while operating a motor vehicle.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence would prohibit portable wireless cell phone use while operating a motor vehicle and offenders would be charged with a civil offense that would include a **\$250** fine.

**FINANCIAL IMPACT:**

No fiscal impact.

**ATTACHMENTS:**

Ordinance No. 670-19  
Senate Bill 1165  
Draft Letter of Support to Senator Kate Brophy McGee

## **ORDINANCE NO. 670-19**

### **AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING TOWN OF FLORENCE CODE OF ORDINANCES, TITLE VII, CHAPTER 72, BY ADDING A NEW SECTION 72.05 RELATING TO THE USE OF PORTABLE WIRELESS COMMUNICATION DEVICES INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE AND REPEALING CONFLICTING ORDINANCES.**

**WHEREAS**, the use of handheld devices by motor vehicle drivers continues to increase in numbers; and

**WHEREAS**, the use of such devices while driving causes the drivers to be distracted and less attentive to driving and thereby more likely to be involved in a motor vehicle accident; and

**WHEREAS**, the Town of Florence desires to discourage such use and thereby provide safer roadways for all person using the roadways.

**NOW THEREFORE BE IT ORDAINED** by the Council of the Town of Florence, as follows:

SECTION 1. That the Town of Florence Code of Ordinances, Title VII, Chapter 72.05 is hereby amended by adding a new section 72.05 to read as follows:

1. Definitions.

- a. "Hands-Free Use" means the use of a wireless communication device without the use of either hand.
- b. "Wireless communication device" means a wireless communication device that is designed to engage in calls; and/or receive and transmit text, images, and/or data.
- c. "Operating a motor vehicle" means being in actual physical control of a motor vehicle on a highway or street and includes being temporarily stopped because of traffic, a traffic light or stop sign or otherwise, but excludes operating a motor vehicle when the vehicle has pulled over to the side of the road or off a roadway and has stopped at a location in which the vehicle can safely remain stationary.

2. No Person shall, except as otherwise provided in this section, use a wireless communication device while operating a motor vehicle upon a street or highway, unless that device is specifically designed or configured to allow hands-free use and it used in that manner while operating a motor vehicle. A law enforcement officer may stop a motor vehicle or motor driven cycle if the officer has reasonable suspicion to believe a violation of this Section is occurring.



3. Exemptions. This section shall not apply to:
- a. The use of wireless communication device for the sole purpose of communication with any of the following regarding an immediate emergency situation, safety hazard or criminal activity:
    - i. An emergency response operator;
    - ii. An ambulance company;
    - iii. Fire department and rescue service personnel;
    - iv. Law enforcement personnel;
    - v. A hospital; or
    - vi. A physician's office or health clinic.
  - b. The activation, initiation or deactivation of hands-free use.
  - c. Law enforcement and public safety personnel, and persons operating authorized emergency vehicles, using a wireless communication device for the purpose of communicating regarding official public safety duties.
4. It is an affirmative defense to a prosecution under this section that the driver was not operating the vehicle in a careless manner and was:
- a. A driver using a two-way radio or a Private Land Mobile Radio System, within the meaning of Title 47 Code of Federal Regulations Part 90 while in the performance and scope of their work-related duties and who are operating fleet vehicle or who possess a commercial vehicle license are operating a commercial vehicle; or
  - b. A driver holding a valid amateur radio operator license issued by the Federal Communication Commission and using a half-duplex two-way radio.
5. Penalty. A person who violates this section commits a civil violation and is subject to a civil penalty of up to two hundred fifty (\$250) dollars plus any other penalty assessment authorized by law in accordance with the provisions of the Town of Florence Code of Ordinances Section 10.99.

SECTION 2. All ordinance, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

SECTION 3. If any section, subsection, sentence clause, phrase or portion of the Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of

competent jurisdiction, such decision will not bread to affect the validity of the remaining portion thereof.

SECTION 4. This ordinance will become effective thirty (30) days after passage of this ordinance by the Florence Town Council.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Florence, Arizona, this 19<sup>th</sup> day of February 2019.

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Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Lisa Garcia, Town Clerk

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Clifford L. Mattice, Town Attorney

REFERENCE TITLE: prohibition; texting while driving

State of Arizona  
Senate  
Fifty-fourth Legislature  
First Regular Session  
2019

## **SB 1165**

Introduced by  
Senators Brophy McGee: Bradley, Carter, Fann, Navarrete, Otondo;  
Representatives Bolding, Bowers, Campbell, Chávez, Espinoza, Friesse,  
Hernandez D

### **AN ACT**

AMENDING SECTION 28-672, ARIZONA REVISED STATUTES; AMENDING TITLE 28, CHAPTER 3, ARTICLE 15, ARIZONA REVISED STATUTES, BY ADDING SECTION 28-914; AMENDING SECTIONS 28-3154, 28-3164 AND 28-3174, ARIZONA REVISED STATUTES; RELATING TO USE OF WIRELESS COMMUNICATION DEVICES WHILE DRIVING.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 28-672, Arizona Revised Statutes, is amended to  
3 read:

4 28-672. Causing serious physical injury or death by a moving  
5 violation; time limitation; penalties; violation;  
6 classification; definition

7 A. A person is guilty of causing serious physical injury or death  
8 by a moving violation if the person violates any one of the following and  
9 the violation results in an accident causing serious physical injury or  
10 death to another person:

- 11 1. Section 28-645, subsection A, paragraph 3, subdivision (a).
- 12 2. Section 28-729.
- 13 3. Section 28-771.
- 14 4. Section 28-772.
- 15 5. Section 28-773.
- 16 6. Section 28-792.
- 17 7. Section 28-794.
- 18 8. Section 28-797, subsection F, G, H or I.
- 19 9. Section 28-855, subsection B.
- 20 10. Section 28-857, subsection A.
- 21 11. SECTION 28-914.
- 22 12. SECTION 28-3174, SUBSECTION F OR O.

23 B. A person who violates this section shall attend and successfully  
24 complete traffic survival school educational sessions that are designed to  
25 improve the safety and habits of drivers and that are approved by the  
26 department. In addition, the court may order the person to perform  
27 community restitution.

28 C. The court shall report a conviction for a violation of this  
29 section to the department and:

30 1. For a first violation of this section, may direct the department  
31 to suspend the person's driving privilege for not more than one hundred  
32 eighty days if the violation results in serious physical injury and not  
33 more than one year if the violation results in death.

34 2. For a second or subsequent violation of this section within a  
35 period of thirty-six months, shall direct the department to suspend the  
36 person's driving privilege for one hundred eighty days if the violation  
37 results in serious physical injury and one year if the violation results  
38 in death.

39 D. If a person's driving privilege is suspended pursuant to any  
40 other statute because of an incident involving a violation of this  
41 section, the suspension period prescribed in subsection C of this section  
42 shall run consecutively with the other suspension period.

43 E. If a person fails to successfully complete traffic survival  
44 school educational sessions or perform community restitution pursuant to  
45 this section, the court shall notify the department and the department

1 shall promptly suspend the driver license or permit of the driver or the  
2 privilege of a nonresident to drive a motor vehicle in this state until  
3 the order is satisfied.

4 F. If the person who suffers serious physical injury as a result of  
5 a violation of this section appears before the court in which the action  
6 is pending at any time before trial and acknowledges receipt of  
7 satisfaction for the injury, on payment of the costs incurred, the court  
8 shall order that the prosecution be dismissed and the defendant be  
9 discharged. The reasons for the order shall be set forth and entered of  
10 record, and the order shall be a bar to another prosecution for the same  
11 offense.

12 G. Restitution awarded pursuant to section 13-603 as a result of a  
13 violation of this section shall not exceed ~~one hundred thousand dollars~~  
14 \$100,000.

15 H. A prosecution for a violation of this section must be commenced  
16 within two years after actual discovery of the offense by the state or the  
17 political subdivision having jurisdiction or discovery by the state or the  
18 political subdivision that should have occurred with the exercise of  
19 reasonable diligence, whichever first occurs.

20 I. A person who violates this section is guilty of a class 1  
21 misdemeanor.

22 J. For the purposes of this section, "serious physical injury" has  
23 the same meaning prescribed in section 13-105.

24 Sec. 2. Title 28, chapter 3, article 15, Arizona Revised Statutes,  
25 is amended by adding section 28-914, to read:

26 28-914. Use of portable wireless communication device while  
27 driving; prohibition; violation; classification;  
28 fine; state preemption

29 A. EXCEPT AS PROVIDED IN SUBSECTION B OF THIS SECTION, AN OPERATOR  
30 MAY NOT OPERATE A MOTOR VEHICLE WHILE HOLDING IN THE OPERATOR'S HAND,  
31 TYPING ON OR OTHERWISE MANUALLY OPERATING A PORTABLE WIRELESS  
32 COMMUNICATION DEVICE UNLESS THE VEHICLE IS PARKED OR STOPPED PURSUANT TO  
33 SECTION 28-645, SUBSECTION A, PARAGRAPH 3 OR SECTION 28-851.

34 B. AN OPERATOR MAY USE A PORTABLE WIRELESS COMMUNICATION DEVICE IN  
35 A MANNER REQUIRING THE USE OF THE OPERATOR'S HAND WHILE OPERATING THE  
36 MOTOR VEHICLE ONLY IF BOTH OF THE FOLLOWING CONDITIONS ARE MET:

37 1. EXCEPT AS PROVIDED IN SECTION 28-693, THE PORTABLE WIRELESS  
38 COMMUNICATION DEVICE IS MOUNTED ON A VEHICLE WINDSHIELD OR AFFIXED TO A  
39 MOTOR VEHICLE DASHBOARD OR CENTER CONSOLE IN A MANNER THAT DOES NOT HINDER  
40 THE OPERATOR'S VIEW OF THE ROAD.

41 2. THE OPERATOR'S HAND IS USED TO ACTIVATE OR DEACTIVATE A FEATURE  
42 OR FUNCTION OF THE PORTABLE WIRELESS COMMUNICATION DEVICE WITH THE MOTION  
43 OF A SINGLE SWIPE OR TAP OF THE OPERATOR'S FINGER.

1 C. IT IS AN AFFIRMATIVE DEFENSE TO A CITATION OR PROSECUTION  
2 RESULTING FROM A VIOLATION OF THIS SECTION THAT THE OPERATOR USED A  
3 PORTABLE WIRELESS COMMUNICATION DEVICE:

4 1. TO REPORT ILLEGAL ACTIVITY OR SUMMON EMERGENCY HELP.

5 2. THAT WAS PERMANENTLY OR TEMPORARILY AFFIXED TO THE VEHICLE TO  
6 RELAY INFORMATION IN THE COURSE OF THE OPERATOR'S OCCUPATIONAL DUTIES  
7 BETWEEN THE OPERATOR AND EITHER:

8 (a) A DISPATCHER.

9 (b) A DIGITAL NETWORK OR SOFTWARE APPLICATION SERVICE.

10 D. THIS SECTION DOES NOT APPLY TO:

11 1. AN OPERATOR OF AN AUTHORIZED EMERGENCY OR LAW ENFORCEMENT  
12 VEHICLE WHO USES A PORTABLE WIRELESS COMMUNICATION DEVICE WHILE ACTING IN  
13 AN OFFICIAL CAPACITY.

14 2. AN OPERATOR WHO IS LICENSED BY THE FEDERAL COMMUNICATIONS  
15 COMMISSION WHILE OPERATING A RADIO FREQUENCY DEVICE OTHER THAN A PORTABLE  
16 WIRELESS COMMUNICATION DEVICE.

17 E. A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A PETTY OFFENSE  
18 AND IS SUBJECT TO A FINE AS FOLLOWS:

19 1. AT LEAST \$75 BUT NOT MORE THAN \$149 FOR A FIRST VIOLATION.

20 2. AT LEAST \$150 BUT NOT MORE THAN \$250 FOR A SECOND OR SUBSEQUENT  
21 VIOLATION.

22 F. THE DEPARTMENT SHALL POST A SIGN AT EACH POINT AT WHICH AN  
23 INTERSTATE HIGHWAY OR UNITED STATES HIGHWAY ENTERS INTO THIS STATE THAT  
24 INFORMS AN OPERATOR THAT BOTH:

25 1. THE USE OF A PORTABLE WIRELESS COMMUNICATION DEVICE WHILE  
26 OPERATING A MOTOR VEHICLE IS PROHIBITED IN THIS STATE.

27 2. THE OPERATOR IS SUBJECT TO A FINE IF THE OPERATOR USES A  
28 PORTABLE WIRELESS COMMUNICATION DEVICE IN VIOLATION OF THIS SECTION WHILE  
29 OPERATING A MOTOR VEHICLE IN THIS STATE.

30 G. A PEACE OFFICER WHO STOPS A MOTOR VEHICLE FOR AN ALLEGED  
31 VIOLATION OF THIS SECTION MAY NOT TAKE POSSESSION OF OR OTHERWISE INSPECT  
32 A PORTABLE WIRELESS COMMUNICATION DEVICE IN THE POSSESSION OF THE OPERATOR  
33 UNLESS OTHERWISE AUTHORIZED BY LAW.

34 H. A DEPARTMENT OR AGENCY OF THIS STATE MAY NOT CONSIDER A  
35 CONVICTION FOR A VIOLATION OF THIS SECTION FOR THE PURPOSE OF DETERMINING  
36 WHETHER THE PERSON'S DRIVER LICENSE SHOULD BE SUSPENDED OR REVOKED. A  
37 COURT MAY NOT TRANSMIT ABSTRACTS OF RECORDS OF VIOLATIONS OF THIS SECTION  
38 TO THE DEPARTMENT.

39 I. AN INSURER MAY NOT CONSIDER A VIOLATION OF THIS SECTION FOR THE  
40 PURPOSES OF ESTABLISHING RATES FOR MOTOR VEHICLE LIABILITY INSURANCE OR  
41 DETERMINING THE INSURABILITY OF THE PERSON. AN INSURER MAY NOT CANCEL OR  
42 REFUSE TO RENEW A POLICY OF INSURANCE BECAUSE OF THE VIOLATION.

43 J. THE REGULATION AND USE OF PORTABLE WIRELESS COMMUNICATION  
44 DEVICES WHILE OPERATING A MOTOR VEHICLE ARE OF STATEWIDE CONCERN. THE  
45 REGULATION OF PORTABLE WIRELESS COMMUNICATION DEVICES PURSUANT TO THIS

SECTION AND THEIR USE WHILE OPERATING A MOTOR VEHICLE IS NOT SUBJECT TO FURTHER REGULATION BY A COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION OF THIS STATE. A REGULATION BY A COUNTY, CITY, TOWN OR OTHER POLITICAL SUBDIVISION THAT VIOLATES THIS SUBSECTION, WHETHER ENACTED BEFORE OR AFTER THE EFFECTIVE DATE OF THIS SECTION, IS VOID.

Sec. 3. Section 28-3154, Arizona Revised Statutes, is amended to read:

28-3154. Instruction permit for a class D or G license

A. A person who is at least fifteen years and six months of age may apply to the department for an instruction permit for a class D or G license. The department may issue an instruction permit to the applicant after the applicant successfully passes all parts of the examination other than the driving test.

B. The instruction permit entitles the permittee to drive a motor vehicle requiring a class D or G license on the public highways for twelve months when both of the following conditions are met:

1. The permittee has the permit in the permittee's immediate possession.

2. The permittee is accompanied by a person who has a class A, B, C or D license, who is at least twenty-one years of age and who occupies a seat beside the permittee.

~~C. A permittee may not drive a motor vehicle while using a wireless communication device for any reason except during an emergency in which stopping the motor vehicle is impossible or will create an additional emergency or safety hazard. A peace officer may not stop or issue a citation to a person operating a motor vehicle on a highway in this state for a violation of this subsection unless the peace officer has reasonable cause to believe there is another alleged violation of a motor vehicle law of this state.~~

Sec. 4. Section 28-3164, Arizona Revised Statutes, is amended to read:

28-3164. Original applicants: examination

A. The department may do any of the following:

1. Examine an applicant for an original driver license.

2. Accept the examination conducted by an authorized third party pursuant to chapter 13 of this title. Beginning July 1, 2014, the third party must be authorized pursuant to section 28-5101.01 or 28-5101.03.

3. Accept documentation of successful completion of a driver training course approved by the department. Beginning July 1, 2014, for a class D or G license the documentation must be provided by a third party authorized pursuant to section 28-5101.02.

4. Accept documentation that the applicant has successfully completed education on special performance equipment and medically related driving circumstances. Beginning July 1, 2014, the documentation must be provided by a third party authorized pursuant to section 28-5101.02.



1           5. Accept documentation that the applicant has successfully  
2 completed driver education lessons provided by an instructor who is  
3 certified by the superintendent of public instruction.

4           B. The examination shall include all of the following:

5           1. A test of the applicant's:

6           (a) Eyesight.

7           (b) Ability to read and understand official traffic control  
8 devices.

9           (c) Knowledge of safe driving practices and the traffic laws of  
10 this state, including those practices and laws relating to bicycles.

11           (d) KNOWLEDGE OF THE EFFECT OF USING A PORTABLE WIRELESS  
12 COMMUNICATION DEVICE OR ENGAGING IN OTHER ACTIONS THAT COULD DISTRACT A  
13 DRIVER ON THE SAFE OR EFFECTIVE OPERATION OF A MOTOR VEHICLE.

14           2. An actual demonstration of ability to exercise ordinary and  
15 reasonable control in the operation of a vehicle or vehicle combination of  
16 the type covered by the license classification or endorsement for which  
17 the applicant applies.

18           3. Other physical and mental examinations if the department finds  
19 them necessary to determine the applicant's fitness to safely operate a  
20 motor vehicle on the highways.

21           C. The department may examine an original applicant for a class M  
22 license or a motorcycle endorsement or the department may accept the  
23 examination conducted by an authorized third party pursuant to chapter 13,  
24 article 1 of this title or documentation of successful completion of a  
25 motorcycle training program approved by the department. Beginning July 1,  
26 2014, the documentation of successful completion of a motorcycle training  
27 program must be provided by a third party motorcycle driver license  
28 training provider authorized pursuant to section 28-5101.02 or a  
29 motorcycle training program approved by the department and provided in  
30 another state or by the United States military. The department may  
31 examine an applicant who has a motorcycle license from another  
32 jurisdiction. This examination shall be the same as for all applicants,  
33 except that the department may make modifications it finds necessary to  
34 determine the applicant's fitness to operate a motorcycle, motor driven  
35 cycle or moped on the highways.

36           D. The department shall examine a person who holds a driver license  
37 issued by another country and who applies for an initial license in this  
38 state as an original applicant, except that the department may waive an  
39 actual demonstration of the ability to exercise ordinary and reasonable  
40 control in the operation of a motor vehicle if the person applies for a  
41 class D or G license and appears to meet the department's medical  
42 qualifications and if the out-of-state license is not revoked or is not  
43 expired for more than one year.

1 E. The department may waive the driving examination for initial  
2 applicants for a class M license or a motorcycle endorsement if all of the  
3 following conditions exist:

4 1. The applicant's current license indicates the applicant has been  
5 specifically licensed to operate a motorcycle.

6 2. The applicant appears to meet the department's medical  
7 qualifications.

8 3. The applicant's out-of-state license is not revoked or is not  
9 expired for more than one year.

10 Sec. 5. Section 28-3174, Arizona Revised Statutes, is amended to  
11 read:

12 28-3174. Class G driver licenses; restrictions; civil  
13 penalties; violation; classification; fines;  
14 motorcycles

15 A. A person who is under eighteen years of age may apply to the  
16 department for a class G driver license if all of the following apply:

17 1. The person is at least sixteen years of age.

18 2. The person has a valid instruction permit issued pursuant to  
19 this article and the person has held the instruction permit for at least  
20 six months, except that this requirement does not apply to a person who  
21 has a currently valid driver license issued by another jurisdiction.

22 3. Either:

23 (a) The person has satisfactorily completed a driver education  
24 program that is approved by the department of transportation. If the  
25 driver education program is offered by a public high school, the program  
26 shall be approved by the department of transportation in consultation with  
27 the department of education.

28 (b) A custodial parent or guardian of the person certifies in  
29 writing to the department that the applicant has completed at least thirty  
30 hours of supervised driving practice and that at least ten of the required  
31 practice hours were at night.

32 B. If the applicant successfully passes the examination prescribed  
33 in section 28-3164 and satisfies the requirements prescribed in subsection  
34 A of this section, the department may issue a class G driver license to  
35 the applicant.

36 C. Except as provided in subsection D of this section, a class G  
37 driver license entitles the licensee to drive a motor vehicle that  
38 requires a class G license on the public highways.

39 D. Except as provided in subsection ~~K~~ L of this section, for the  
40 first six months that a class G licensee holds the license, the licensee  
41 shall not drive a motor vehicle on a public highway from 12:00 a.m. to  
42 5:00 a.m. unless either:

43 1. The licensee is accompanied by a parent or legal guardian who  
44 has a class A, B, C or D license and who occupies a seat beside the class  
45 G licensee.

2. The licensee is driving directly to or from a sanctioned school sponsored activity, the licensee's place of employment, a sanctioned religious activity or a family emergency.

E. Except as provided in this subsection and subsection ~~K~~ L of this section, for the first six months that a class G licensee holds the license, the licensee shall not drive a motor vehicle on a public highway at any time if the licensee is driving a motor vehicle containing more than one passenger under the age of eighteen. This restriction does not:

1. Prohibit the licensee from driving a motor vehicle containing passengers under the age of eighteen if the passengers are the licensee's siblings.

2. Apply if the licensee is accompanied by a parent or legal guardian who has a class A, B, C or D license and who occupies a seat beside the class G licensee.

~~F. Except as provided in subsection K of this section, for the first six months that a class G licensee holds the license,~~ The licensee may not drive a motor vehicle while using a **PORTABLE** wireless communication device for any reason except either:

1. During an emergency ~~in which stopping the motor vehicle is impossible or will create an additional emergency or safety hazard.~~

2. When using an audible turn-by-turn navigation system if both of the following apply:

(a) The destination is not manually entered into the wireless communication device while the licensee is driving the motor vehicle.

(b) The licensee does not manually adjust the wireless communication device while driving the motor vehicle.

**G. THE RESTRICTIONS IMPOSED PURSUANT TO SUBSECTION F OF THIS SECTION DO NOT APPLY TO A PERSON WHO IS LICENSED BY THE FEDERAL COMMUNICATIONS COMMISSION WHILE THE PERSON OPERATES A RADIO FREQUENCY DEVICE OTHER THAN A PORTABLE WIRELESS COMMUNICATION DEVICE.**

~~H.~~ H. A peace officer shall not stop or issue a citation to a person operating a motor vehicle on a highway in this state for a violation of subsection D, E or F of this section unless the peace officer has reasonable cause to believe there is another alleged violation of a motor vehicle law of this state.

~~H.~~ I. If a licensee is found responsible for violating subsection D, ~~OR E or F~~ of this section, the licensee:

1. For a first violation, is subject to a maximum civil penalty of ~~seventy-five dollars~~ **\$75**. The department shall extend the restriction prescribed by subsection D, ~~OR E or F~~ of this section for thirty days, or if the restriction prescribed by subsection D, ~~OR E or F~~ of this section is complete, the thirty day restriction begins on the department's receipt of the report of the finding of responsibility.

2. For a second violation, is subject to a maximum civil penalty of ~~one hundred dollars~~ **\$100**. The department shall extend the restriction

prescribed by subsection ~~D,~~ OR ~~E or F~~ of this section for sixty days, or if the restriction prescribed by subsection ~~D,~~ OR ~~E or F~~ of this section is complete, the sixty day restriction begins on the department's receipt of the report of the finding of responsibility. If at the time of the second violation the licensee is subject to an extension of the six month period pursuant to paragraph 1 of this subsection, the extensions run consecutively.

3. For a third or subsequent violation, is subject to a maximum civil penalty of ~~one hundred dollars~~ \$100. On the department's receipt of the report of the finding of responsibility, the department shall suspend the licensee's driving privilege for thirty days. If the licensee also has a suspension resulting from a moving civil traffic violation or a moving criminal traffic offense as prescribed by section 28-3321, the suspensions run consecutively.

~~I.~~ J. A citation issued for violating subsection D of this section shall be dismissed if the licensee to whom the citation was issued produces any of the following evidence to the appropriate court officer on or before the date and time specified on the citation for court appearance and in a manner specified by the court:

1. A written, notarized letter from the parent or legal guardian of the licensee that the licensee was going to or returning from a sanctioned school sponsored activity, the licensee's place of employment, a sanctioned religious activity or a family emergency.

2. A written, notarized letter from a representative of the sanctioned school sponsored activity certifying that the licensee was returning from the school activity.

3. A written, notarized letter from the licensee's employer certifying that the licensee was returning from the licensee's place of employment.

4. A written, notarized letter from a representative of the sanctioned religious activity certifying that the licensee was returning from the religious activity.

~~J.~~ K. A citation issued for violating subsection E of this section shall be dismissed if the licensee to whom the citation was issued produces a written, notarized letter from the parent or legal guardian of the licensee to the appropriate court officer on or before the date and time specified on the citation for court appearance and in a manner specified by the court that states the passengers in the vehicle with the licensee at the time of the violation were the siblings of the licensee.

~~K.~~ L. The restrictions imposed by subsection ~~D,~~ OR ~~E or F~~ of this section do not apply beginning on the licensee's eighteenth birthday. Any penalties or restrictions imposed pursuant to subsection ~~H~~ I of this section shall be fully satisfied even if the licensee is eighteen years of age or older.

1       ~~L.~~ M. A person who holds a class G driver license may apply for a  
2 class D license on or after the person's eighteenth birthday, except that  
3 a person whose class G driver license is suspended pursuant to section  
4 28-3321 is not entitled to receive a class D driver license until after  
5 the suspension period expires.

6       ~~M.~~ N. If a person who is under eighteen years of age and at least  
7 sixteen years of age applies for a class M license or a motorcycle  
8 endorsement, the department shall not issue the class M license or  
9 motorcycle endorsement to the person unless both of the following apply:

10       1. The applicant has held an instruction permit issued pursuant to  
11 section 28-3156 for at least six months, except that this requirement does  
12 not apply to a person who has a currently valid motorcycle driver license  
13 or endorsement issued by another jurisdiction.

14       2. Either:

15       (a) The person has satisfactorily completed a motorcycle driver  
16 education program that is approved by the department. If the driver  
17 education program is offered by a public high school, the program shall be  
18 approved by the department of transportation in consultation with the  
19 department of education.

20       (b) A custodial parent or guardian of the person certifies in  
21 writing to the department that the applicant has completed at least thirty  
22 hours of motorcycle driving practice.

23       O. A PERSON WHO IS UNDER SEVENTEEN YEARS OF AGE AND WHO HAS A CLASS  
24 M LICENSE OR A MOTORCYCLE ENDORSEMENT MAY NOT DRIVE A MOTORCYCLE WHILE  
25 USING A PORTABLE WIRELESS COMMUNICATION DEVICE FOR ANY REASON EXCEPT  
26 DURING AN EMERGENCY. THE RESTRICTIONS IMPOSED PURSUANT TO THIS SUBSECTION  
27 DO NOT APPLY TO A PERSON WHO IS LICENSED BY THE FEDERAL COMMUNICATIONS  
28 COMMISSION WHILE THE PERSON OPERATES A RADIO FREQUENCY DEVICE OTHER THAN A  
29 PORTABLE WIRELESS COMMUNICATION DEVICE.

30       P. A PERSON WHO VIOLATES SUBSECTION F OR O OF THIS SECTION IS  
31 GUILTY OF A PETTY OFFENSE AND IS SUBJECT TO A FINE AS FOLLOWS:

32       1. AT LEAST \$75 BUT NOT MORE THAN \$149 FOR A FIRST OFFENSE.

33       2. AT LEAST \$150 BUT NOT MORE THAN \$250 FOR A SECOND OR SUBSEQUENT  
34 OFFENSE.

## **Town of Florence**

**PO Box 2670  
775 North Main Street  
Florence, Arizona 85132**

**Phone (520) 868-7500**

**Fax (520) 868-7501**

**TDD (520) 868-7502**

**www.florenceaz.gov**

### **TOWN SERVICES**

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**Building Safety  
868-7556**

**Community Development  
868-7575**

**Finance  
868-7624**

**Fire  
868-7609**

**Grants  
868-7513**

**Human Resources  
868-7553**

**Library  
868-8311**

**Municipal Court  
868-7514**

**Parks and Recreation  
868-7589**

**Police  
868-7681**

**Public Works  
868-7620**

**Senior Center  
868-7622**

**Town Attorney  
868-7557**

**Utility Billing  
868-7680**

**Water/Wastewater  
868-7695**

February 20, 2019

Senator Kate Brophy McGee  
Arizona State Senate  
1700 W. Washington, Office 302  
Phoenix, AZ 85007

Re: Prohibiting Wireless Communication Devices While Driving

Dear Senator Brophy McGee,

Thank you for sponsoring Senate Bill 1165 (*Prohibitions; Texting while driving*).

After contemplating this issue in Florence, the Town Council has recently decided to enact an Ordinance relating to the use of portable wireless communication devices within the Town. The Ordinance largely mirrors the language of SB1165.

We felt that it was important for the Town to enact something now, as opposed to waiting for the State to enact legislation on this issue that could affect the safety of our residents, visitors, and law enforcement officers. We certainly understand that your bill, if signed into law, would invalidate our ordinance, and we are supportive of your efforts to make these protections uniform across the State. The Council decided that, at the very least, the protections in our approved Ordinance could be in place until the effective date of any bill passed at the Capitol during this legislative session.

Thank you again for ensuring this matter is addressed at the State level. Please be assured that our Ordinance is not meant to conflict or interfere with your legislation in any way. You have the support of the Town of Florence in your efforts.


Please do not hesitate to reach out, if we can provide any assistance to you.

Warmest Regards,

Tara Walter  
Mayor

ATTACH: Ordinance 670-19

CC: Sen. Frank Pratt (District 8)

|                                                                                                                                                                                                                                                                                                                                                                                |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                               | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>8a.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>MEETING DATE:</b> February 19, 2019<br><br><b>DEPARTMENT:</b> Human Resources<br><br><b>STAFF PRESENTER:</b> Scott Barber, HR Director<br><br><b>SUBJECT:</b> Resolution No. 1687-19: Personnel Policy Amendments                                                                                                                                                           |                                                 | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input checked="" type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input type="checkbox"/> <b>Other</b> |
| <b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property<br><input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1687-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY.

**BACKGROUND/DISCUSSION:**

We are proposing two changes to the Town's Personnel Policy. One is an overhaul of the current provisions related to workplace violence/harassment and the second is the addition of a new policy on unauthorized recording.

1. **Workplace Violence/Harassment Policy:** Both the legal and practical climate in regard to workplace harassment has changed pretty dramatically over the past couple of years. We've been monitoring this and believe it's appropriate to make changes to our current policy. Because of the extent of the changes, it was best to rewrite our current policy; ie. the attached policy is not red-lined to delineate what is being changed. The description of what constitutes harassment has been expanded and we've tried to provide clarity to what conduct would meet the legal standard of harassment, as opposed to what someone believes constitutes harassment. While this may seem like a narrow distinction, we believe it is nonetheless necessary to include. We also included language about false reporting as a legitimate expression of caution.
2. We do not currently have a policy that speaks to the issue of employees recording others without their knowledge. Arizona is a "one-party" state (one party to a conversation can record without other parties knowing about it).



Everybody has a cell phone and we believe the Town has legitimate reasons to want this policy. Therefore, we have carefully crafted this policy with specialized legal oversight to generally bar an employee from secretly recording anyone in the workplace or while on duty.

**A VOTE OF NO WOULD MEAN:**

No changes to the Town Personnel Policy.

**A VOTE OF YES WOULD MEAN:**

The Town Personnel Policy would be amended as proposed.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Resolution No. 1687-19

Proposed amended Section 210 and new Section 218 of the Town of Florence Personnel Policy

**RESOLUTION NO 1687-19**

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

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

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

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

- Article II, Section 210 – Workplace Violence/Harassment
- Article II, Section 218 – Unauthorized Recording

**PASSED AND ADOPTED** by the Town Council this 19<sup>th</sup> day of February 2019.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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

## **Section 210 - Workplace Violence/Harassment**

It is the policy of the Town of Florence to provide employees a work environment that is safe and free of illegal harassment. Therefore, acts or threats of physical violence involving employees, including intimidation, harassment and/or coercion, will not be tolerated in the workplace. Threats or acts of violence include verbal or physical conduct against persons or property that is sufficiently severe, offensive or intimidating to alter the employment conditions at the Town of Florence, or to create a hostile, abusive or intimidating work environment for one or more Town employees.

General examples of prohibited workplace violence include, but are not limited to, threats or acts of violence occurring on Town property, threats or acts of violence not occurring on Town property but involving someone acting in the capacity of a representative of the Town, and threats or acts of violence not occurring on Town property involving a Town employee if the threats or acts of violence affect the legitimate interests of the Town of Florence.

Specific examples of prohibited conduct include, but are not limited to, hitting or shoving an individual; threatening to harm an individual or his/her family, friends, associates or their property; making harassing or threatening telephone calls, letters or other forms of written or electronic communications; intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Town; or conducting harassing surveillance (also known as "stalking").

Town employees are encouraged to report incidents of threats or acts of physical violence of which he/she is aware, to his/her immediate supervisor. In situations where reporting to the immediate supervisor is not appropriate, the employee should report such incidents to his/her department director and/or the Town's Human Resources Department. Any employee who engages in conduct in violation of the provisions of this Policy will be subject to disciplinary action up to and including termination.

Workplace harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where, 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive. Workplace harassment needs not necessarily rise to the level of illegality to violate this Policy. However, petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of illegality or a Policy violation. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Sexual harassment is defined as being unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or b) submission to or rejection of such conduct by an individual is used as

the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Both victim and the harasser can be either a woman or a man, and the victim and harasser can be the same sex. The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as a client or customer.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to the direct supervisor, department director or the Human Resources Department at an early stage to prevent its escalation. Any employee who engages in conduct in violation of the provisions of this Policy will be subject to disciplinary action up to and including termination.

Simple teasing, offhand comments, or isolated incidents that are not very serious do not rise to the level of illegality. Legitimate, reasonable and constructive criticism of an employee's performance or behavior, or reasonable instructions given to employees in the course of his/her employment, do not in and of itself constitute illegal harassment. Sexual harassment is illegal when it is so frequent or severe that it creates a hostile or offensive work environment or when it results in an adverse employment decision.

No employee will be subject to any form of retaliation or discipline for making a good-faith report, allegation or complaint about workplace violence or harassment. Retaliation is any adverse action taken against an individual because he/she filed a report, allegation or complaint in good faith concerning illegal workplace conduct. However, individuals who make knowingly false reports, allegations or complaints, or make knowingly false accusations or statements during an inquiry or investigation as a result of a report, allegation or complaint shall be subject to disciplinary action in accordance with Town Policy.

The Town will respond to all reports, allegations or complaints of workplace violence, workplace harassment or sexual harassment by conducting an inquiry or an investigation as deemed appropriate given the circumstances of the report, allegation or complaint.


The Town will protect the confidentiality of violence or harassment reports, allegations, or complaints to the extent it is reasonably possible.

## **Section 218 – Unauthorized Recording**

Employees are prohibited from recording (audio and/or video, including the use a tape recorder or any other electronic device, including cell phone) any individual in the workplace or while on duty without such individual's knowledge and consent, unless authorized to do so by the Town Manager or designee. While it is recognized that under Arizona law, it is not illegal to record a conversation to which you are a party (the so-called "one party" consent rule), the Town has a variety of legitimate and non-discriminatory justifications to support this recording ban, including:

- Encouraging the free flow of information within the Town;
- Protection of confidential information and other privileged information;
- Fostering honest and open communication between employees, coworkers and supervisors; and
- Preventing disruption in the workplace resulting from recordings.

This policy is not intended in any way to inhibit employees from engaging in protected activity under any other policy, rule, regulation or law.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                | <h2 style="margin: 0;">TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</h2> | <h2 style="margin: 0;"><u>AGENDA ITEM</u><br/>8b.</h2>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>MEETING DATE:</b> February 19, 2019</p> <p><b>DEPARTMENT:</b> Administration</p> <p><b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/Town Clerk</p> <p><b>SUBJECT:</b> Attendance at the 2019 Water Now Summit</p>                                                                                                                                                                                                                                                |                                                                      | <p><input checked="" type="checkbox"/> <b>Action</b></p> <p><input type="checkbox"/> <b>Information Only</b></p> <p><input type="checkbox"/> <b>Public Hearing</b></p> <p><input type="checkbox"/> <b>Resolution</b></p> <p><input type="checkbox"/> <b>Ordinance</b></p> <p style="margin-left: 40px;"><input type="checkbox"/> <b>Regulatory</b></p> <p style="margin-left: 40px;"><input type="checkbox"/> <b>1<sup>st</sup> Reading</b></p> <p style="margin-left: 40px;"><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b></p> <p><input type="checkbox"/> <b>Other</b></p> |
| <p><b>STRATEGIC PLAN REFERENCE:</b></p> <p> <input type="checkbox"/> Community Vitality             <input type="checkbox"/> Economic Prosperity             <input checked="" type="checkbox"/> Leadership and Governance       </p> <p> <input type="checkbox"/> Partnerships and Relationships             <input type="checkbox"/> Transportation and Infrastructure       </p> <p> <input type="checkbox"/> Statutory             <input type="checkbox"/> None       </p> |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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

Authorization for John Anderson to attend the 2019 Water Now Summit in Austin, Texas., in an amount not to exceed \$1000.

### **BACKGROUND/DISCUSSION:**

2019 Water Now Summit is March 26 to March 28, 2019. Vice mayor John Anderson requests to attend the conference on behalf of the Town. A few topics covered in the conference are:

- Water Management 101: Strategies for up-and-coming community water leaders
- 30 Ideas in 30 Minutes to Reform Your Communication Practices
- Show Me the Money: Scaling Utility Investments in Localized Strategies
- Public Utility Success Stories: Leading Infrastructure Transformation
- Putting Stormwater to Work for You
- Expanding Your Supply: Onsite Reuse Revolution is Here
- Funding the Future of Water

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

A vote of no would mean that the conference attendance was not approved.

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

A vote of yes would mean that the conference attendance is approved.

**FINANCIAL IMPACT:**

The total cost for their attendance is in an amount not to exceed \$1000, which is inclusive of registration, travel, lodging and per diem. Council and staff have funding available in the conference and training budget line items for each of their respective budgets.

**ATTACHMENTS:**

Travel Authorization Forms and supporting documents





## TRAVEL AUTHORIZATION FORM

Employee: John Anderson  
Department: Council  
GL Account #: \_\_\_\_\_  
Destination: Austin, TX  
Departure - Date: 3/26/19 Time: 5:00 am  
Return - Date: 3/28/19 Time: 10:30 pm  
Purpose: 2019 Water Now Summit

### Estimated Expenses

|                             |                                                                       |    |               |
|-----------------------------|-----------------------------------------------------------------------|----|---------------|
| Registration:               | Conference/training registration form must be attached, if applicable | \$ | <u>0.00</u>   |
| Transportation:             |                                                                       |    | <u>273.96</u> |
| Lodging:                    |                                                                       |    | <u>434.70</u> |
| Town vehicle (gas):         |                                                                       |    | _____         |
| Rental vehicle (lease/gas): |                                                                       |    | <u>180.38</u> |
| Personal vehicle (mileage): | miles <u>120.20</u> x IRS rate <u>0.580</u>                           |    | <u>69.72</u>  |
| Per Diem:                   | breakfast # <u>1.00</u> x rate <u>14.00</u>                           |    | <u>14.00</u>  |
|                             | lunch # _____ x rate <u>16.00</u>                                     |    | <u>0.00</u>   |
|                             | dinner # <u>1.00</u> x rate <u>26.00</u>                              |    | <u>26.00</u>  |
| Other (describe)            | _____                                                                 |    | _____         |
| Total estimated expenses    |                                                                       | \$ | <u>998.76</u> |

**Prior to incurring Town travel expenses, I have read and understand the Town's travel policy. If I received a travel advance for mileage and per diem and the actual mileage was less or some meals were provided by the conference, I will reimburse the Town for any excess mileage or per diem advanced within five business days of the travel return date.**

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Approvals:**

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

Department Director \_\_\_\_\_ Date: \_\_\_\_\_

Town Manager \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director \_\_\_\_\_ Date: \_\_\_\_\_

# TAP INTO RESILIENCE

March 27-28, 2019 | Austin, TX



Wednesday, March 27

9:00 AM - 10:30 AM - OPTIONAL MORNING BRIEFINGS

## Show and tell with the University of Texas: Saving drops and dollars on a college campus

Join University of Texas Sustainability Director Jim Walker for a walking tour to learn about UT's extensive alternative water management strategies, including an innovative campus cooling system that recovers and reuses foundational groundwater, rainwater and even air condensate to cool buildings in the hot Texas sun. Using onsite, localized tech, UT saves more than 100 million gallons of potable water each year—over 30% of the water used on campus.

## Water Management 101: Strategies for up-and-coming community water leaders

Join the WaterNow team and some of our friends in the field for a water crash course specifically designed for elected leaders. This interactive workshop will cover water law, hydrology, alternative water sources, and local water financing. Experts will showcase best practices for communicating the value of water to your constituents and share tips for working effectively with utility staff. No questions are bad questions; water is complex, and we'll give you the confidence you need to take the lead on your city's water challenges.

11:00 - REGISTRATION OPENS & LUNCH

12:00 - OPENING PLENARY

- Welcome, Councilmember Katie Tovo, Austin, Texas
- Opening Remarks, U.S. Rep. Jared Huffman, Chair, Water, Power and Oceans Subcommittee (video)

1:00 - TAP INTO CONNECTIONS: THE WATERNOW WORLD CAFÉ

Engage with decision makers, thought leaders, and innovators in the water space, and learn about WaterNow's new Tap Into Resilience initiative and how it can benefit you and your community.

2:00 - THE FUTURE OF WATER INFRASTRUCTURE

Every day, it seems like a new water challenge is making national headlines. Communities across the country are in uncharted territory and facing the growing effects of inadequate and aging infrastructure. It's time for a water transformation. This session will bring together national thought leaders in water management, policy and government to explore the next wave of strategies for addressing these challenges at scale and building resilient communities. Together, we will write the next chapter in our water future.

## Speakers:

- Felicia Marcus, Chair, California State Water Resources Control Board (Moderator)
- Cooper Martin, Director, Sustainable Cities Institute, National League of Cities
- Ted Heniflin, General Manager, Hampton Roads Sanitation District, Virginia
- Kristen Evans, Urban Water Project Director, The Nature Conservancy
- Anne Bartuska, Vice President for Land, Water & Nature, Resources for the Future

# TAP INTO RESILIENCE

March 27-28, 2019 | Austin, TX



## 3:30 30 IDEAS IN 30 MINUTES TO REFORM YOUR COMMUNICATION PRACTICES

Leading utility communication experts, the H2Duo, share their ever-evolving set of communication best practices for local leaders. Pulling from lessons learned from their conversations with thought leaders and experts, both inside and outside the water industry, they offer insight and tools for summit attendees to better speak to their constituents and create more impact in their communities.

- Stephanie Zavala & Arianne Shipley, Co-Founders, Rogue Water and Water In Real Life Podcast

## 4:00 GOING BIG ON RESILIENCE IN TEXAS

Texas faces extreme water events. From disastrous flooding to severe droughts, Texas sees it all. This panel of Texas water experts will explore recent developments within the Lone Star State and highlight the rippling rewards provided by localized infrastructure investment. Speakers will also share details surrounding the City of Austin's new Water Forward Program and the extraordinary collaboration that created it.

### Speakers:

- Carole Baker, President, Texas Water Foundation (Moderator)
- Sharlene Leurig, CEO, Texas Water Trade
- Prof. Robert Mace, Chief Water Policy Officer, Meadows Center for Water, Texas State Univ.
- Kevin Crittendon, Assistant Director, Austin Water

## 5:00 - PURE WATER BREWING ALLIANCE MIXER

Join us for sustainable beer made from 100% pure recycled water! The Pure Water Brewing Alliance is a collaboration of utilities, brewers, engineering firms, and technology companies. They'll help close out Day 1 of Tap Into Resilience by sharing their story over a few cold ones.

### Speaker:

- Travis Loop, Director of Communications, Water Environment Federation

## 6:00 PM - IMPACT AWARDS RECEPTION & DINNER

Come cheers with your fellow water warriors and honor the **2019 WaterNow Impact Award winners**, announced at this dinner reception. Our Impact Awards recognize champions who have gone above and beyond to make a meaningful impact in their community on water challenges. The evening offers the chance to unwind and network with a sea of leaders for inspiration on your next water initiative.

# TAP INTO RESILIENCE

March 27-28, 2019 | Austin, TX



## Thursday, March 28

8:00 AM - REGISTRATION OPENS

9:00 - SHOW ME THE MONEY: SCALING UTILITY INVESTMENTS IN LOCALIZED STRATEGIES

There is an emerging consensus that public water resource agencies and their communities require significantly increased capital investment to address current water challenges and build resilience in the face of climate change. This session will explore the role of capital in the public water space, in particular how innovative financing can be used effectively to scale up adoption of localized, onsite water solutions; the role of impact investing and philanthropy in risk shifting; and other creative arrangements becoming available to help communities move toward sustainable water strategies while keeping water affordable, equitable, and accessible to all.

### Speakers:

- Ed Harrington, Former President, Government Finance Officers Association (Moderator)
- Eric Letsinger, CEO, Quantified Ventures
- Hank Habicht, Managing Director, US Water Partnerships
- Kevin Kluge, Texas Water Development Board
- Holman Capital (invited)

10:30 - PUBLIC UTILITY SUCCESS STORIES: LEADING THE INFRASTRUCTURE TRANSFORMATION

Everyone has the courage to go 2nd, or 3<sup>rd</sup>. But pioneers are crucial for proving out new strategies. WaterNow is exploring utility success in addressing water resource management challenges with “One Water,” decentralized innovations. This interactive session will spotlight communities from around the nation that have taken the leap with unconventional approaches and have experienced on-the-ground success worth bragging about.

### Speakers:

- Mary Kelly, Partner, Culp & Kelly LLP (Moderator)
- Caroline Koch, Water Policy Specialist, WaterNow Alliance
- Karen Guz, Director of Water Conservation, San Antonio Water Systems, TX
- Kevin Shafer, Executive Director, Milwaukee Metropolitan Sewerage District, WI
- Jaimie Galayda, Lead Planner, Tucson Water, AZ
- Christine Chavez, Water Conservation Manager, City of Santa Fe, NM
- Jeff Odefey & Janet Clements, American Rivers

11:45 PM - LUNCH

1:15 - BREAKOUT SESSIONS:

- TECHSPLOURATION: BRIDGING THE GAP BETWEEN TECH AND WATER AGENCIES

# TAP INTO RESILIENCE

March 27-28, 2019 | Austin, TX



Localized water tech, including smart irrigation systems, conservation software, leak detection devices and more, has the potential to play a significant role in water management – if we can implement it at scale. At this session, attendees will develop a better understanding of how emerging water management technologies can improve their ability to meet their community's sustainable water management goals.

## Speakers

- Will Sarni, The Water Foundry (Moderator)
- Chris Klein, CEO, Rachio & Chris Thompson, Public Works Director, Spanish Fork, UT
- Erik Andersen, Senior Vice President, WaterSmart Software
- Eric Adler, CEO, Flume Technologies
- Michael Murphy, Director Water Innovation, Massachusetts Clean Energy Center

## A CHANGING TIDE: PUTTING STORMWATER TO WORK FOR YOU

Managing flood risks and stormwater runoff is a growing challenge in American communities. This session will highlight green infrastructure success stories and innovations in stormwater management technology. The session will demonstrate opportunities to address stormwater challenges while keeping water rates affordable and providing new community benefits.

## Speakers:

- Scott Harder, Environmental Financial Group
- Paula Connolly, Director, Green Infrastructure Leadership Exchange
- Nicole Beck, Founder, 2nd Nature
- Seth Brown, Founder, Storm and Stream Solutions, LLC

## 2:30 - BREAKOUT SESSIONS:

- EXPANDING YOUR SUPPLY: THE ONSITE REUSE REVOLUTION IS HERE

From drought in the West to flooding in the Southeast, communities across the U.S. are looking to address water scarcity and increase resilience with onsite non-potable water reuse systems. For the last few years, a National Blue Ribbon Commission for Onsite Non-potable Water Systems has been working to foster a policy environment, and develop model standards and local rules to make it easier for utilities to support wider adoption of reuse systems locally and ensure health and safety. This panel, including some members of the Blue Ribbon Commission, will make the case for treating graywater, black water, stormwater, and rainwater runoff with onsite reuse technologies in all corners of the U.S.

## Speakers:

- Josina Morita, Commissioner, Metropolitan Water Reclamation District of Greater Chicago
- Zach Gallagher, Natural Systems Utilities Prof. Sybil Sharvelle, Colorado State University
- Prof. Sybil Sharvelle, Colorado State University
- Juan Ontiveros, University of Texas Austin Office of Sustainability
- Katie Lackey, US Water Alliance (Moderator)

# TAP INTO RESILIENCE

March 27-28, 2019 | Austin, TX



- **LAND USE AND WATER: BREAKING THROUGH THE SILOS**

Water and land use planning are often siloed, an issue that creates roadblocks for water leaders trying to solve resource management challenges. This session will showcase efforts to rewrite this narrative as community leaders work across departments to support local economic growth with sustainable, healthy, and reliable water resource management. Attendees will come away with actionable steps to facilitate cross-department collaboration at home as well as tools and resources to implement smart, localized water and land use planning strategies in their communities.

**Speakers:**

- Anne Castle, Senior Fellow, Getches Wilkinson Center for Natural Resources, Energy, and the Environment (Moderator)
- Chris Sturm, Managing Director, Policy and Water, New Jersey Future
- Danielle Dolan, Water Program Director, Local Government Commission
- Jennifer Walker, National Wildlife Federation, Texas


## 4:00 - BRINGING IT HOME: FUNDING THE FUTURE OF WATER

Environmental philanthropy has been funding charitable organizations to address natural resource protection concerns for decades, but their focus on urban water management specifically has been increasing in recent years. Now more than ever, grantmakers are engaged in equity and access issues, green infrastructure, water use efficiency, urban water quality and more. In this session, leading grantmakers will describe opportunities for urban water resource utilities and share their visions, priorities and strategies. Learn how to tap into a better water future together.

**Speakers:**

- Cynthia Koehler, Executive Director, WaterNow Alliance (Moderator)
- Joya Banerjee, Senior Program Officer, SD Bechtel, Jr. Foundation
- Margaret Bowman, Program Officer, Spring Point Partners LLC
- Cynthia & George Mitchell Foundation

## 5:00 PM - CLOSING & WHAT HAPPENS ON MONDAY

|                                                                                                                                                                                                                                                                                                                                                                                     |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>8c.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>MEETING DATE:</b> February 19, 2019<br><br><b>DEPARTMENT:</b> Administration<br><br><b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/<br>Town Clerk<br><br><b>SUBJECT:</b> Youth Commission Appointment                                                                                                                                                                  |                                                 | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><div style="margin-left: 20px;"> <input type="checkbox"/> <b>Regulatory</b><br/> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br/> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> </div> <input type="checkbox"/> <b>Other</b> |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**RECOMMENDED MOTION/ACTION:**

Appointment of Grace Diorio, Hanna Earl to a one-year term on the Florence Youth Commission with a term to expire October 31, 2019.

Appointment of Kendra Johnson, Cara Roberts, and Delores Vasquez to a two-year term on the Florence Youth Commission with a term to expire October 31, 2020.

Appointment of Jayden McMillin to a two-year term as Alternate of the Florence Youth Commission with a term to expire October 31, 2020.

**BACKGROUND/DISCUSSION:**

In 2017, the Town Council adopted a Strategic Plan that included the creation of a youth commission as an objective related to Community Vitality. Staff then drafted an application and bylaws for the proposed Florence Youth Commission for the Town Council's consideration. This application and bylaws to create a Youth Commission would further the Town Council's and Town Staff's commitment to improve the quality of life for Florence teens by direct representation in issues which affect them.

Our current Florence Teen Council (FTC), created in July 2016, emphasizes the planning, coordination and implementation of teen programs and events. While the FTC has occasionally expanded into areas of community service, its emphasis remains in programming and events.



The vision for the proposed Youth Commission shifts emphasis to involvement with town government operations and to serve as a direct voice to the Mayor and Council.

On August 20, 2018 Council adopted Ordinance No. 664-2019 which established a five-member board with two alternates. The ordinance called out the following in establishing the first Youth Commission.

- 5 voting members
- 2 alternates
- Two-year terms
- 2 members will serve on- year term, initially
- Terms expire October 1<sup>st</sup>

Our applicants are:

- |                   |        |           |             |
|-------------------|--------|-----------|-------------|
| • Grace Diorio    | age 17 | Junior    | 1-year term |
| • Hanna Earl      | age 16 | Sophomore | 1-year term |
| • Kendra Johnson  | age 15 | Freshman  | 2-year term |
| • Cara Roberts    | age 15 | Freshman  | 2-year term |
| • Dolores Vasquez | age 15 | Freshman  | 2-year term |
| • Jayden McMillin | age 14 | Freshman  | Alternate   |

**A VOTE OF NO WOULD MEAN:**

A no vote would mean that the commission seats remain unfilled.

**A VOTE OF YES WOULD MEAN:**

A yes vote would mean that the above appointments were approved by the Town Council.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Applications



## Town of Florence Youth Commission Application

The Florence Youth Commission is open to all high school aged students living in Florence. This includes but is not limited to Florence Unified School District, online secondary schools or secondary charter schools. Students must be in grades 9-12 and/or between the ages of 14-18. **Deadline to submit applications is Friday, August 31, 2018.** Applications may be submitted at the Florence Library and Community Center, 778 N. Main Street or mailed to: Florence Youth Commission, c/o Florence Community Services Department, P.O. Box 2670, Florence, AZ 85132.

Full Name: Grace Diorio Male ☐ Female ☒  
Home Address: 7526 W Sanoma Wy Date of Birth: 01/29/02  
City: Florence AZ Zip: 85132  
Home Phone: (303) 847-7185 Cell Phone: (720) 234-8439  
Grade 11<sup>th</sup> School Florence High School  
E-mail: gracediorio@gmail.com

Parent or Guardian Name(s): Ann Bundach

"I give my permission for Grace Diorio to apply to the Town  
of Florence Youth Commission."

Parent/Guardian Signature: [Signature] Date: 1/16/19

Parent Contact Number: 303-847-7185

Parent Email: travelinganne@hotmail.com

Cell Phone: \_\_\_\_\_

## Applicant Questions:

How did you hear about the Florence Youth Commission? (Please circle any that apply)

Parent

Friend

Media (which one) \_\_\_\_\_

Mayor/Council

School

Other: FTC

Why are you applying to serve on the Florence Youth Commission?

To get higher then I am and to take a challenge  
for myself. Also grow as a leader

What interests and talents would you bring to the Youth Commission if you are selected?

If I am selected I would bring leadership skills and  
a fun attitude and determination to make the town  
Council a better place

What are three main issues facing the youth in Florence?

I feel like teens are having issues with trying  
to finding a sense of purpose and also trying to find  
who they are

List your community or school volunteer and/or work experience(s).

Colorguard Captin-marching band  
with FTC Church Summer school teen leader  
Babysitting

What is your vision or expectations of the Florence Youth Commission?

I hope it will improve my leadership skills and help me  
with confidence and will give me lessons for challenges  
in

List two adult (non-relatives) references who would recommend you for the Youth Commission.  
This could be a teacher, employer, community member or a family friend.

Name: David Lewis Phone: 480-244-2976

Address \_\_\_\_\_

Email: \_\_\_\_\_

Name: Kim "Koko" Hunter Phone: 602-696-4549

Address \_\_\_\_\_

Email: \_\_\_\_\_

**NOTE:** Selected members of the Florence Youth Commission must attend regular monthly meetings (and others as decided by the commission), and be an active participant in the Commission and selected activities. Members can be removed from the Commission after three unexcused absences. Your signature below indicates you agree and understand the duties and responsibilities of a Florence Youth Commission member.

Grace Diorio

Print Name

Grace Diorio

Signature

1/10/19

Date



# **Town of Florence Youth Commission Bylaws**

## **ARTICLE I**

### **Section 1 – Representation**

The Town of Florence Youth Commission seeks a diverse membership from the Florence community to represent our youth. Local high school aged students are encouraged to apply.

### **Section 2 – Goals and Purposes**

The Youth Commission will serve as a link between the youth of Florence, the community and Town Council. Members will be responsible for communication between youth and adults to improve teen activities, observations and develop leadership skills among Florence teens.

### **Section 3 – Membership Qualifications**

All members must live within the town limits of Florence, be between the ages of 14 – 18 years old (or be in the 9<sup>th</sup> to 12<sup>th</sup> grade) and have at least a 2.00 GPA.

### **Section 4 – Term Limits**

One two year term of service is expected but members may remain on the Youth Commission until they graduate from high school or have their 19<sup>th</sup> birthday.

### **Section 5 – Appointment of Members**

The Mayor and Town Council will appoint the members of the Youth Commission. The Mayor and Council member may appoint five applicants and two alternates to the Commission. The Community Services Department staff and Parks and Recreation Advisory Board Members will make recommendations to the Mayor and Council.

### **Section 6 – Orientation**

New members of the Youth Commission are required to attend a training orientation upon appointment to the Commission.

### **Section 7 – Conduct**

All members of the Florence Youth Commission will conduct themselves in a positive, professional manner at all times. Behavior such as smoking, consuming alcohol or using illegal drugs will not be tolerated and are grounds for immediate dismissal.



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Full Name: Hanna Claire Huan Ning Earl Male ☐ Female ☒  
Home Address: 3211 N SpyGlass CT Date of Birth: 01/Feb/03  
City: Florence, AZ Zip: 85132  
Home Phone: (            )            Cell Phone: (520) 431-5310  
Grade 10 School HomeSchool  
E-mail: hanna.earl@gmail.com

Parent or Guardian Name(s): Julie Earl  
"I give my permission for Hanna Earl to apply to the Town  
of Florence Youth Commission."

Parent/Guardian Signature: Julie Earl Date: 14 Dec/18  
Parent Contact Number: 907 841 4594  
Parent Email: artscrafty@gmail.com  
Cell Phone: Same

## Applicant Questions:

How did you hear about the Florence Youth Commission? (Please circle any that apply)

Parent

Friend

Media (which one) \_\_\_\_\_

Mayor/Council

School

Other: FTC

Why are you applying to serve on the Florence Youth Commission?

My FTC adviser David Lewis told us about this  
opportunity, and I have enjoyed serving on FTC.

What interests and talents would you bring to the Youth Commission if you are selected?

I am unschooled, so I have perspective outside the public  
school system. And I'm an experienced planner and  
assistant.

What are three main issues facing the youth in Florence?

Children and Teens feeling like they don't have a say  
in what goes on in their community. Drug and Alcohol use.  
Not enough activities for children and teens.

List your community or school volunteer and/or work experience(s).

FTC-All events, planner, organizing, setup, and participating.  
I have volunteered at Anthem K-8's events: Holiday  
shop (last year and this year) and their Round-up event  
I have worked with my mom at her friend's store:  
Learning Essentials in Alaska.



What is your vision or expectations of the Florence Youth Commission?

I hope to guide and provide a teen perspective to the City Council,  
to help make teen events.

List two adult (non-relatives) references who would recommend you for the Youth Commission.  
This could be a teacher, employer, community member or a family friend.

Name: David Lewis Phone: (480) 244-2876

Address \_\_\_\_\_

Email: \_\_\_\_\_

Name: Kim Koko Hunter Phone: (602) 696-4549

Address \_\_\_\_\_

Email: \_\_\_\_\_

**NOTE:** Selected members of the Florence Youth Commission must attend regular monthly meetings (and others as decided by the commission), and be an active participant in the Commission and selected activities. Members can be removed from the Commission after three unexcused absences. Your signature below indicates you agree and understand the duties and responsibilities of a Florence Youth Commission member.

Hanna Earl

Print Name

Hanna Earl Jan/07/19

Signature

Date



# **Town of Florence Youth Commission Bylaws**

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Full Name: Cara Roberts Male ☐ Female ☒  
Home Address: 685 S Orlando St Date of Birth: 10/19/03  
City: Florence Zip: 85132  
Home Phone: ( ) Cell Phone: (520) 280-2491  
Grade 09 School Florence High  
E-mail: Cara.is.awkward.2639@gmail.com

Parent or Guardian Name(s): Kristi Roberts

"I give my permission for Cara Roberts to apply to the Town  
of Florence Youth Commission."

Parent/Guardian Signature: [Signature] Date: 1/12/19

Parent Contact Number: (602) 750-3771

Parent Email: kristiroberts6@gmail.com

Cell Phone: 602-750-3771

## Applicant Questions:

How did you hear about the Florence Youth Commission? (Please circle any that apply)

Parent

Friend

Media (which one) \_\_\_\_\_

Mayor/Council

School

Other David Lewis

Why are you applying to serve on the Florence Youth Commission?

I am applying to serve because I feel like the teens voices should be heard, and I would like to be their voice.

What interests and talents would you bring to the Youth Commission if you are selected?

Some things I would bring to the Youth Commission is a good listening ear and a very engaged person.

What are three main issues facing the youth in Florence?

Three issues teens in Florence are having is vaping, bullying, and also not cleaning up after themselves.

List your community or school volunteer and/or work experience(s).

Some community work I do in town is I have helped at the pregnancy center and I babysit for a close neighbor.

What is your vision or expectations of the Florence Youth Commission?

My vision for the Youth Commission is that if teens are in need of help they could look toward our commission and know we're here for them

List two adult (non-relatives) references who would recommend you for the Youth Commission. This could be a teacher, employer, community member or a family friend.

Name: David Lewis Phone: (480) 244-2876  
Address \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address \_\_\_\_\_  
Email: \_\_\_\_\_

**NOTE:** Selected members of the Florence Youth Commission must attend regular monthly meetings (and others as decided by the commission), and be an active participant in the Commission and selected activities. Members can be removed from the Commission after three unexcused absences. Your signature below indicates you agree and understand the duties and responsibilities of a Florence Youth Commission member.

Cara Roberts  
Print Name  
Cara Roberts 01/10/19  
Signature Date



# **Town of Florence Youth Commission Bylaws**

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Full Name: Kendrea Johnson Male ☐ Female ☒  
Home Address: 241232 N Desert Dr Date of Birth: December 8, 2003  
City: Florence, AZ Zip: \_\_\_\_\_  
Home Phone: ( \_\_\_\_\_ ) Cell Phone: ( 520 ) 982 9125  
Grade 9 School Florence High School  
E-mail: Kendrea Johnson  
Kendrea Johnson 1208@icloud.com Student email: his156885@students.fusdaz.org  
Parent or Guardian Name(s): \_\_\_\_\_  
"I give my permission for Kendrea Johnson to apply to the Town  
of Florence Youth Commission."  
Parent/Guardian Signature: E. Lisha Johnson Date: 8-20-2018  
Parent Contact Number: 520 977-0447  
Parent Email: elisha.johnson61.ej@gmail.com



Cell Phone: 822 977-0447

### Applicant Questions:

How did you hear about the Florence Youth Commission? (Please circle any that apply)

Parent

Friend

Media (which one)

Mayor/Council

School

Other:

Why are you applying to serve on the Florence Youth Commission?

The reason i am applying to serve on the Florence youth commission  
is because it's an good opportunity to speak for students of my color and age.  
Also it would be helpful for Scholarships. we all need a voice it  
doesn't matter if your black or white.

What interests and talents would you bring to the Youth Commission if you are selected?

The interests and talents that i would bring to the boarder  
commission is for talents. Showing people how i would react to people  
and how to make them feel welcomed. I'm very out going and confident on  
what i love so that would help me last long time. Interests trying new things  
and when i say that i am learning from others. Also putting time out of my  
time to give back to the community.

What are three main issues facing the youth in Florence?

The three main issues facing the youth in Florence is First acceptance  
on social media and in the real world. Second Depression because from the studies  
Queen Creach had a lot of suicidal deaths and teens helping the grown up understand  
what they are going through as well as how to solve it. Motivation, and when i say not  
i meant that youth don't get motivated enough to make a change and prove the people that  
doubted them wrong.

List your community or school volunteer and/or work experience(s).

- worked at allstate
- Chorean Ambassador
- Modeling and Acting

What is your vision or expectations of the Florence Youth Commission?

My vision of the Florence youth Commission is to make a change...  
I know you've heard that before but to save money to the community and  
actually put effort into things like helping out at a day care or even  
more people come to college. For expectations I don't expect it to be  
all coolies and rainbows but to good enough that younger children would  
be inspired to do better things.

List two adult (non-relatives) references who would recommend you for the Youth Commission.  
This could be a teacher, employer, community member or a family friend.

Name: Jared Hotchkiss

Phone: ~~520~~ 480-669-8419

Address 657 E Shawnee Rd. STU, AZ 85145

Email: jhotchkiss@fisdaz.org

Name: Jennifer Gonzales

Phone: 520-866-3560 ext. 7121

Address Florence High School - 1000 S. Main St. Florence AZ 85132

Email: jgonzales@fisdaz.org

**NOTE:** Selected members of the Florence Youth Commission must attend regular monthly meetings (and others as decided by the commission), and be an active participant in the Commission and selected activities. Members can be removed from the Commission after three unexcused absences. Your signature below indicates you agree and understand the duties and responsibilities of a Florence Youth Commission member.

Kendra Johnson

Print Name

Kendra Johnson

Signature

August 20, 2016

Date



## Town of Florence Youth Commission Application

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Full Name: Dolores Quintana Vasquez Male ☐ Female ☒  
Home Address: ~~23904~~ 23904 E. Cholla Rd. Date of Birth: 7/23/04  
City: Florence, Arizona Zip: ~~85212~~ 85132  
Home Phone: (602) 809-0897 Cell Phone: (520) 635-7105  
Grade 9th School Florence High School  
E-mail: lolitadvq@gmail.com

Parent or Guardian Name(s): Alma Vasquez, Ernesto Vasquez  
"I give my permission for Dolores Vasquez to apply to the Town  
of Florence Youth Commission."

Parent/Guardian Signature: Alma Quintana Vasquez Date: 9-19-18  
Parent Contact Number: 602-809-0897  
Parent Email: deliaquintana49@gmail.com  
Cell Phone: 602-809-0897

## Applicant Questions:

How did you hear about the Florence Youth Commission? (Please circle any that apply)

Parent

Friend

Media (which one) \_\_\_\_\_

Mayor/Council

School

Other: Florence Teen Council

Why are you applying to serve on the Florence Youth Commission?

I am applying to serve on the Florence Youth Commission to serve as a youth advocate and be of service to the town of Florence. I want to have a higher education on government functions and make connections as well as a difference in the community.

What interests and talents would you bring to the Youth Commission if you are selected?

I would only do what is in the best interest for the youth and express my truthful concerns. My work ethic is strong and will constantly work to ensure what is best for the youth. Other talents include effective leadership, great communication skills, and planning and research skills.

What are three main issues facing the youth in Florence?

One of the things that lack in Florence are activities for the youth. The lack of activities lead the lack of participation, our youth have no interest in being part of such activities. Besides this, I can't think of other issues but if any arise I will seek that they're brought up.

List your community or school volunteer and/or work experience(s).

• Florence Teen Council • Art Club • Yearbook  
• Student Council • Fashion Club  
• National Honors Junior Society

What is your vision or expectations of the Florence Youth Commission?

My vision is to become an important attribute to the town of Florence, and proudly acknowledge and create opportunities for the youth. My expectations of the Florence Youth Commission are to grow as an individual and as a leader. I want to receive work experience for future work opportunities but still wish to work on this commission as long as I am permitted to.

List two adult (non-relatives) references who would recommend you for the Youth Commission. This could be a teacher, employer, community member or a family friend.

Name: David Lewis Phone: 480-244-2876  
Address: 323 W. Butte Ave Florence, AZ 85132  
Email: djdarebeats@gmail.com

Name: John Hauer Phone: 520-866-3560  
Address: 1000 S. Main St. Florence, AZ 85132  
Email: Thauren@fusclaz.org

**NOTE:** Selected members of the Florence Youth Commission must attend regular monthly meetings (and others as decided by the commission), and be an active participant in the Commission and selected activities. Members can be removed from the Commission after three unexcused absences. Your signature below indicates you agree and understand the duties and responsibilities of a Florence Youth Commission member.

Dolores Vasquez  
Print Name  
Dolores Vasquez 9-19-18  
Signature Date



# **Town of Florence Youth Commission Bylaws**

## **ARTICLE I**

### **Section 1 – Representation**

The Town of Florence Youth Commission seeks a diverse membership from the Florence community to represent our youth. Local high school aged students are encouraged to apply.

### **Section 2 – Goals and Purposes**

The Youth Commission will serve as a link between the youth of Florence, the community and Town Council. Members will be responsible for communication between youth and adults to improve teen activities, observations and develop leadership skills among Florence teens.

### **Section 3 – Membership Qualifications**

All members must live within the town limits of Florence, be between the ages of 14 – 18 years old (or be in the 9<sup>th</sup> to 12<sup>th</sup> grade) and have at least a 2.00 GPA.

### **Section 4 – Term Limits**

One two year term of service is expected but members may remain on the Youth Commission until they graduate from high school or have their 19<sup>th</sup> birthday.

### **Section 5 – Appointment of Members**

The Mayor and Town Council will appoint the members of the Youth Commission. The Mayor and Council member may appoint five applicants and two alternates to the Commission. The Community Services Department staff and Parks and Recreation Advisory Board Members will make recommendations to the Mayor and Council.

### **Section 6 – Orientation**

New members of the Youth Commission are required to attend a training orientation upon appointment to the Commission.

### **Section 7 – Conduct**

All members of the Florence Youth Commission will conduct themselves in a positive, professional manner at all times. Behavior such as smoking, consuming alcohol or using illegal drugs will not be tolerated and are grounds for immediate dismissal.





## Town of Florence Youth Commission Application

The Florence Youth Commission is open to all high school aged students living in Florence. This includes but is not limited to Florence Unified School District, online secondary schools or secondary charter schools. Students must be in grades 9-12 and/or between the ages of 14-18. **Deadline to submit applications is Friday, August 31, 2018.** Applications may be submitted at the Florence Library and Community Center, 778 N. Main Street or mailed to: Florence Youth Commission, c/o Florence Community Services Department, P.O. Box 2670, Florence, AZ 85132.

Full Name: Jayden mcmillin Male ☐ Female ☒  
Home Address: 325 Elizabeth st. Date of Birth: 07/31/04  
City: Florence Zip: 85132  
Home Phone: (520) 431-7514 Cell Phone: (520) 431-7514  
Grade 9<sup>th</sup> School FHS  
E-mail: JJmcmillin@gmail.com

Parent or Guardian Name(s): Thomas Moraga  
"I give my permission for Jayden mcmillin to apply to the Town  
of Florence Youth Commission."

Parent/Guardian Signature: [Signature] Date: 1-17-19  
Parent Contact Number: 520-280-6733  
Parent Email: Thomasmoraga48@gmail.com  
Cell Phone: 520-280-6733

## Applicant Questions:

How did you hear about the Florence Youth Commission? (Please circle any that apply)

Parent

Friend

Media (which one) \_\_\_\_\_

Mayor Council

School

Other: \_\_\_\_\_

Why are you applying to serve on the Florence Youth Commission?

I am applying to serve on the Florence Youth Commission because I believe in my home town of Florence and want to see it grow and flourish into a greater place for everyone to be.

What interests and talents would you bring to the Youth Commission if you are selected?

The talent I can and will bring to the Youth Commission is a open and out of the box thinking mind set.

What are three main issues facing the youth in Florence?

The biggest issue youth in Florence have is the lack of activities to do and other issues are keeping grades up in school and violence in schools.

List your community or school volunteer and/or work experience(s).

I was in NJHS so I participated in many volunteer activities like make a difference day (2018) and fixed the veterans.

What is your vision or expectations of the Florence Youth Commission?

My vision for the youth commission  
~~is~~ is to make the town of  
Florence the best it can be.

List two adult (non-relatives) references who would recommend you for the Youth Commission.  
This could be a teacher, employer, community member or a family friend.

Name: David Lewis Phone: 480-244-2876

Address \_\_\_\_\_

Email: \_\_\_\_\_

Name: Michael Clove Phone: 570-340-2666

Address \_\_\_\_\_

Email: \_\_\_\_\_

**NOTE:** Selected members of the Florence Youth Commission must attend regular monthly meetings (and others as decided by the commission), and be an active participant in the Commission and selected activities. Members can be removed from the Commission after three unexcused absences. Your signature below indicates you agree and understand the duties and responsibilities of a Florence Youth Commission member.

Jayden McMillin  
Print Name  
Jayden McMillin  
Signature Date 1/17/18



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