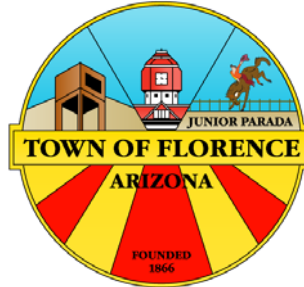


TOWN OF FLORENCE SPECIAL MEETING AGENDA

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
Meet 1st and 3rd Mondays

Monday, March 18, 2019

5:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, March 18, 2019, at 5:00 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: Tara Walter __, John Anderson __, Bill Hawkins __, Karen Wall ____, Kristen Larsen ____, Michelle Cordes __, Judy Hughes __.

2. WORK SESSION ON THE TOWN OF FLORENCE DEVELOPMENT IMPACT FEES AND THE TOWN'S NOTICE OF INTENT TO INCREASE FEES.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

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

6. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Public Hearing on the** Town's Development Impact Fees and Notice of Intent to Increase Fees and first reading of Ordinance No. 672-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE XV – LAND USAGE, CHAPTER 150 AMENDING, SECTIONS § 150.280(C) (D) (G) (H) and (K), ADOPTING NEW IMPACT FEES PURSUANT TO ASSUMPTION AND INFRASTRUCTURE IMPROVEMENT PLAN, ADOPTED ON JANUARY 7, 2019, BY APPROVING RESOLUTION NO. 1685-19. (Lisa Garcia)

- b. **Public Hearing to receive** citizen's comments on rezoning from Neighborhood Office (NO) to Highway Business (B-2) for 470 South Main Street, Florence, Arizona, APN 202-09-0010; and first reading of Ordinance No. 671-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE LOCATED AT 470 SOUTH MAIN STREET, APN 202-09-0010 (PZ-19-15). (Larry Harmer)
 - c. **Public Hearing on an** application received from Leslie Bentley, Sun City Anthem at Merrill Ranch, for a Class A Bingo License, located at 3925 N. Sun City Boulevard, Florence, Arizona, and for Council recommendation for approval or disapproval of said license.
 - d. **Proclamation declaring** April 21, 2019 as PowerTalk 21[®] Day. (Lisa Garcia)
 - e. **Presentation on Florence** Alerts and Public Emergency Notification. (Ben Bitter)
- 7. 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 June 1, 2017, between the Town of Florence, and Sharon Grier, owner of What's Upstairs. (Jennifer Evans)
 - b. **Ratification of extending** a professional services contract with Colibryn, for permit support and training with a total contract amount not to exceed \$35,000. (James Allen)
 - c. **Approval of the 2019** Town of Florence Title VI Implementation Plan. (Jennifer Evans)
 - d. **Authorization for Mayor** Walter to join other regional mayors in signing a letter of support for the pay increases for both public and private correctional employees in the Fiscal Year 2020 State budget. (Ben Bitter)
 - e. **Approval of the temporary** Utility Payment Deferment Program for furloughed Federal government employees. (Joe Jarvis)
 - f. **Ratification of the election** of William Bruin as an Employee Representative on the Town of Florence Public Safety Personnel Retirement System Fire Local Board for a period of four years. (Scott Barber)
 - g. **Authorization to dispose** of Town vehicles and equipment that are no longer needed and/or have outlived their useful life. (Joe Jarvis)
 - h. Approval of the **February 4** and **February 19, 2019** Town Council Meeting minutes.
 - i. Receive and file the following board and commission minutes:
 1. **January 17, 2019** Arts and Culture Commission Meeting minutes
 2. **January 30, 2019** Historic District Advisory Commission Meeting minutes
 3. **January 17, 2019** Planning and Zoning Commission Meeting minutes

8. UNFINISHED BUSINESS

- a. **Resolution No. 1690-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 33; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Larry Harmer)

9. NEW BUSINESS

- a. **Resolution No. 1691-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERRING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH PARK STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 157 NORTH PARK STREET ("WEST"), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNER AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY. (Chris Salas)
- b. **Discussion/Approval/Disapproval** to adopt the Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts. (Joe Jarvis)
- c. Discussion/Approval/Disapproval to enter into a contract with Cactus Asphalt (a division of Cactus Transport, Inc.), using the Cooperative Contract, through Pinal County JOC Contract #173923 Asphalt Maintenance & Repair Services, which includes the application of Chip Seal Binder: Polymer Modified Asphalt Rubber and FOG Seal Binder for pavement preservation treatment, for the Town of Florence CIP T-69 Pavement Preservation Project, in an amount not exceed \$103,420.74. (Chris Salas)
- d. **Discussion/Approval/Disapproval** to enter into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services with a new term to expire on June 30, 2020; approval of Task Order 6 in an amount not to exceed \$109,500. (Chris Salas)
- e. **Discussion/Approval/Disapproval** to enter into a contract with Arizona Correctional Industries, for repairs to the Silver King Hotel deck, handrails and stairway and replacement of materials including prep for concrete at the west patio by using State Statue § 41-2636, in an amount not to exceed \$53,418.30. (Chris Salas)

10. LEGISLATIVE UPDATE

11. MANAGER'S REPORT

12. CALL TO THE PUBLIC

13. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

14. 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 Ordinance. No. 592-13.
- d. Discussion of Notice of Claim received on January 25, 2019.


15. ADJOURNMENT FROM EXECUTIVE SESSION

16. ADJOURNMENT

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

POSTED ON MARCH 13, 2019, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: March 18, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Ordinance No. 672-19: Public Hearing on Impact Fees		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Public Hearing on the Town’s Development Impact Fees and Notice of Intent to Increase Fees and first reading of Ordinance No. 672-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE XV – LAND USAGE, CHAPTER 150 AMENDING, SECTIONS § 150.280(C) (D) (G) (H) and (K), ADOPTING NEW IMPACT FEES PURSUANT TO ASSUMPTION AND INFRASTRUCTURE IMPROVEMENT PLAN, ADOPTED ON JANUARY 7, 2019, BY APPROVING RESOLUTION NO. 1685-19.

BACKGROUND/DISCUSSION:

The Town Council has authorized a study to develop Land Use Assumptions, an Infrastructure Improvement Plan and Impact Fee Study that comply with ARS §9-463.05. Development fees, sometimes called “impact fees,” are a fee paid by new development (both residential and commercial) to offset the costs associated with providing necessary public facilities or public services to support new development at current levels of service. The Town is in the process of updating the town-wide development fees.

Arizona Revised Statutes (ARS) § 9-463.05 provides a framework for cities and towns to assess, collect and administer development fees. As required by law, the Town of Florence retained the services of an outside consultant to complete an update of the Town’s Development Impact Fees for compliance with the requirements of ARS § 9-463.05. The first step in updating the fees is the development and adoption of the Land Use Assumptions (LUA) and the Infrastructure Improvements Plan (IIP). Residents have

been able to view the Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Study on the Town website since October 1, 2018.

Town Council held a Work Session to review the Plan on October 15, 2018. Town Council held a Public Hearing on December 3, 2018 to receive public comment. No one from the public spoke at the meeting.

January 7, 2019, Council adopted Resolution No. 1685-19 which adopted the Land Use Assumptions, an Infrastructure Improvement Plan.

Land Use Assumptions and the Infrastructure Improvements Plans identify current levels of service, growth expectations, and the cost of public infrastructure necessary to maintain current levels of service with projected growth. For example, as the Town grows, more roads are needed to carry additional traffic. This also applies to maintaining service level standards for Police and Fire Department response, for a larger number of customers and coverage areas. This also means meeting the needs of a growing population utilizing the Town Parks and Recreational facilities, necessitating more facilities across the community.

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

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

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

Next step in the process is the developing and discussing Impact Fees.

Key Dates for Adoption of Development Impact Fee

Work Session	Monday	March 18, 2019	5:00 p.m.
Public Hearing	Monday	March 18, 2019	6:00 p.m.
Adoption of Fees	Monday	May 6, 2019	6:00 p.m.
Effective Date	Monday	August 1, 2019	6:00 p.m.

Carson Bise, of TischlerBise, will answer any questions related to the Land Use Assumptions, Infrastructure Improvement Plan, and Impact Fees.

A VOTE OF NO WOULD MEAN:

Work Session and Public Hearing only.

A VOTE OF YES WOULD MEAN:

Work Session and Public Hearing only.

FINANCIAL IMPACT:

On September 17, 2017, the Town Council entered into a contract with TischlerBise to update the Town of Florence Land Use assumptions, Infrastructure Improvements Plan and Development Fees in an amount not to exceed \$99,640.

Fees change is listed below for each area:

Parks

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</i>
Park Land	\$82.55	\$6.53
Park Improvements	\$708.21	\$56.03
Development Fee Study	\$7.19	\$0.43
TOTAL	\$797.95	\$62.99

Residential (per unit)

<i>Development Type</i>	<i>Persons per Household</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Single-Family	2.42	\$1,934	\$1,417	\$517
Multifamily	1.80	\$1,437	\$1,148	\$289

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Commercial/Retail	2.34	\$0.15	\$0.17	(\$0.02)
Office/Institutional	2.97	\$0.19	\$0.20	(\$0.01)
Industrial/Flex	1.63	\$0.10	\$0.13	(\$0.03)

Fire

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</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)
TOTAL	\$393.98	\$296.39

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</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

Police

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

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

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

Water

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

All Development (per meter)

<i>Meter Size (inches)</i>	<i>Meter Type</i>	<i>Capacity Ratio</i>	<i>Proposed Water Fee</i>	<i>Current Fee</i>	<i>\$ Change</i>
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

<i>Input Variables</i>	<i>Cost per Gallon of 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 Wastewater Fee</i>	<i>Current 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

ATTACHMENTS:

Ordinance No. 672-19
Infrastructure Improvements Plan
Presentation

ORDINANCE NO. 672-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE XV – LAND USAGE, CHAPTER 150 AMENDING, SECTIONS § 150.280(C) (D) (G) (H) and (K), ADOPTING NEW IMPACT FEES PURSUANT TO LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN ADOPTED ON JANUARY 7, 2019 BY APPROVING RESOLUTION NO. 1685-19

WHEREAS, it has been brought to the attention of the Council of the Town of Florence, that Florence Town Code, Chapter 150 relating to development impact fees is required to be amended due to legislative changes to the Arizona Revised Statutes (“A.R.S.”) § 463.05 pertaining to Development Fees; and

WHEREAS, the Town of Florence has adopted a new Land Use Assumptions and Infrastructure Improvements Plan which provides for revised development impact fees which must be codified pursuant to A.R.S. § 463.05(C).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Florence, Arizona, that Florence Town Code is hereby amended by editing **SECTIONS § 150.280(C) (D) (G) (H) and (K)**., which will now read as follows:

Sec. 150.280 (C) ADDING THE FOLLOWING DEFINITIONS WITHIN THE DEFINITION SECTION AND ADDED ALPHABETICALLY:

Credit Agreement. A written agreement between the Town and the developer(s) of Subject Development that allocates Credits to the Subject Development pursuant to Section 150.280(L) of this Chapter. A Credit Agreement may be included as part of a Development Agreement pursuant to Section 150.280(M) of this Chapter.

Credit Allocation. A term used to describe when Credits are distributed to a particular Development or parcel of land after execution of a Credit Agreement but are not yet issued.

Credit Issuance. A term used to describe when the amount of an assessed development impact fee attributable to a particular development or parcel of land is reduced by applying a Credit allocation.

Direct Benefit. A benefit to an DEVELOPMENT UNIT resulting from a Capital Facility that: (a) addresses the need for a Necessary Public Service created in whole or in part by the EDU; and that (b) meets either of the following criteria: (i) the Capital Facility is located in the immediate area of the DEVELOPMENT UNIT and is needed in the immediate area of the DEVELOPMENT UNIT to maintain the Level of Service; or (ii) the Capital Facility substitutes for, or eliminates the

need for a Capital Facility that would have otherwise been needed in the immediate area of the DEVELOPMENT UNIT to maintain the Town's Level of Service.

Development Unit: A unit of development within a particular Category of Development, defined in terms of a standardized measure of the demand that a unit of development in that Category of Development generates for Necessary Public Services in relation to the demand generated by a detached single-family Dwelling Unit. For all Categories of Necessary Public Services, the DEVELOPMENT UNIT factor for a detached single-family Dwelling Unit is one (1), while the DEVELOPMENT UNIT factor for a unit of development within another Category of Development is represented as a ratio of the demand for each Category of Necessary Public Services typically generated by that unit as compared to the demand for such services typically generated by a detached single-family Dwelling Unit. An DEVELOPMENT UNIT shall be a "service unit" for purposes of paragraph (T), subparagraph (10) of A.R.S. § 9-463.05.

Plan-Based Cost Per EDU: The total future capital costs listed in the Infrastructure Improvements Plan for a Category of Necessary Public Services divided by the total new equivalent demand units projected in a particular Service Area for that Category of Necessary Public Services over the same time period.

Pledged: Where used with reference to a development impact fee, a development impact fee shall be considered "pledged" where it was identified by the Town as a source of payment or repayment for Financing or Debt that was identified as the source of financing for a Necessary Public Service for which a development impact fee was assessed pursuant to the then-applicable provisions of A.R.S. § 9-463.05.

Road Facilities: A Category of Necessary Public Services including arterial or collector streets or roads, traffic signals, rights-of-way, and improvements thereon, bridges, culverts, irrigation tiling, storm drains, and regional transportation facilities.¹

Substantial Nexus: A substantial nexus exists where the demand for Necessary Public Services that will be generated by a DEVELOPMENT UNIT can be reasonably quantified in terms of the burden it will impose on the available capacity of existing Capital Facilities, the need it will create for new or expanded Capital Facilities, and/or the benefit to the development from those Capital Facilities.

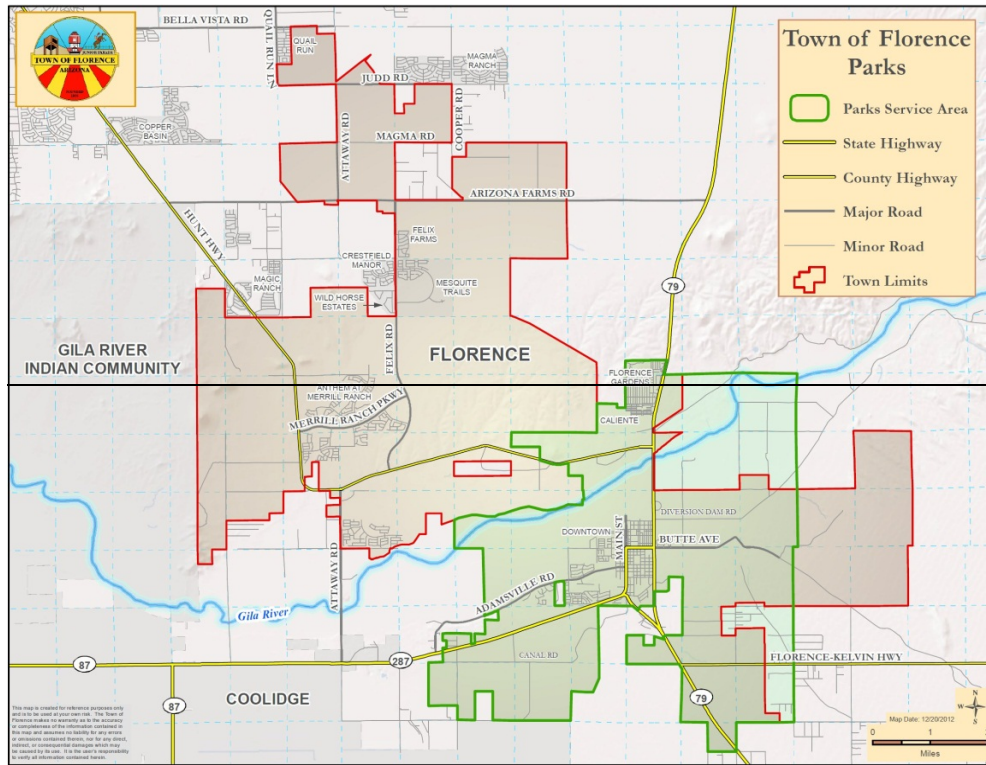
Amending existing Sec. 150.280(D) to read as follows:

(D) Applicability (1) Service Areas. Except as otherwise provided herein, this Ordinance shall apply to all new development within any Service Area. The following Service Areas are hereby established.

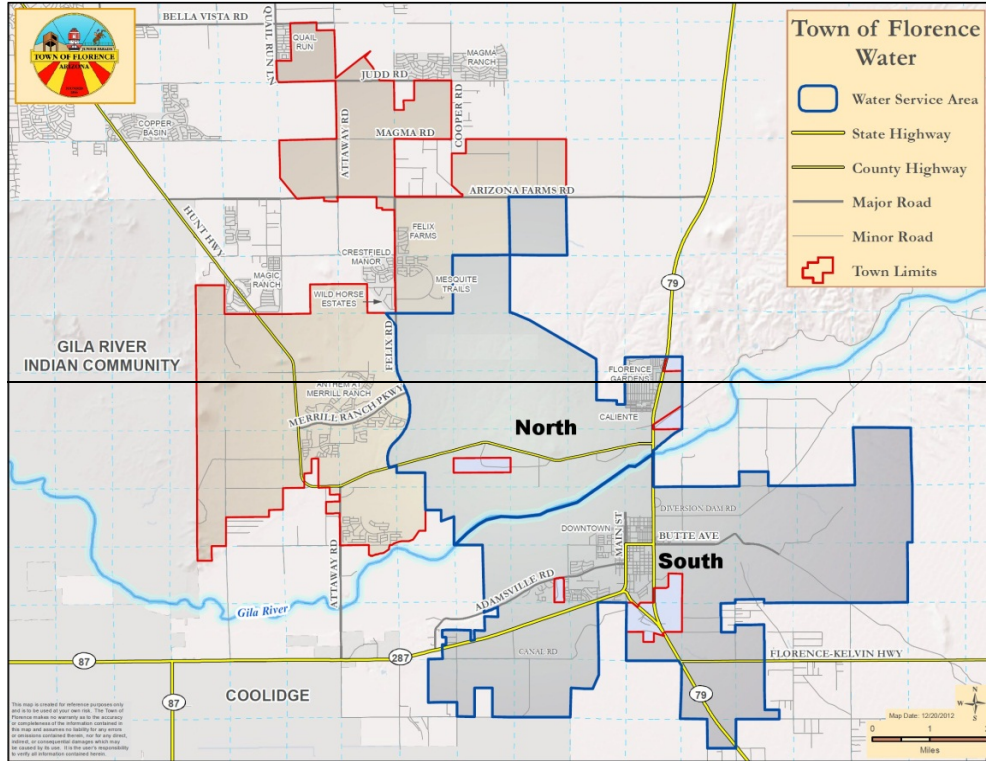
¹

(a) The Service Areas for road, fire, police and library park development impact fees shall each encompass all of the territory within the corporate limits of the Town, as those boundaries may be amended in the future through annexation.

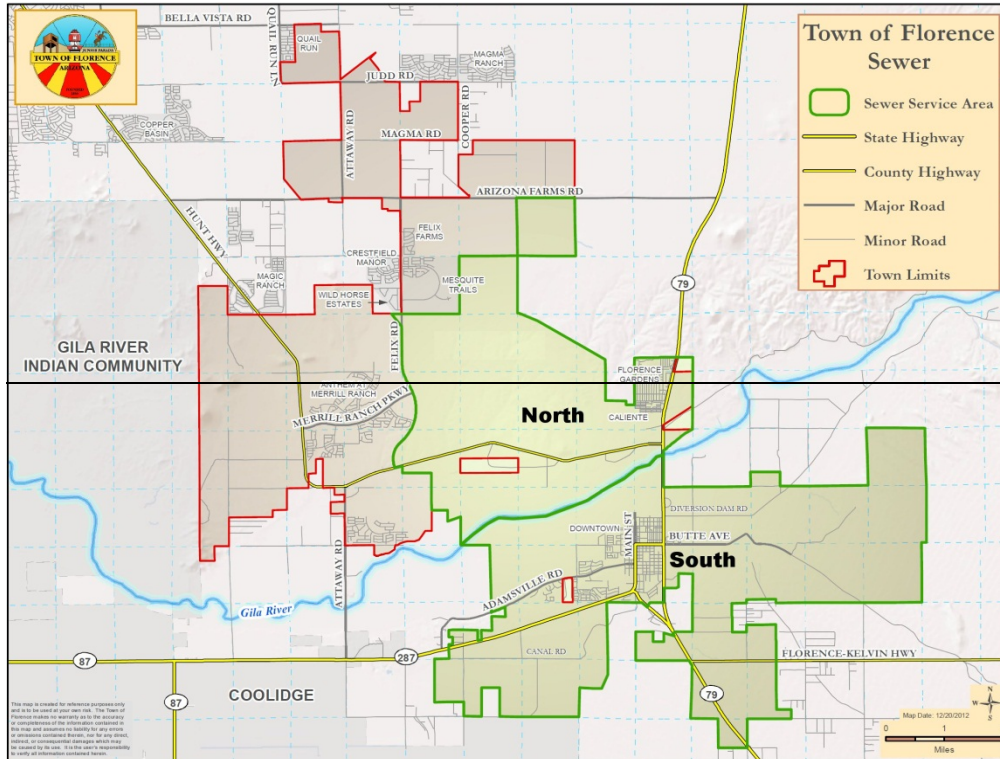
(b) ~~The Service Area for park development impact fees shall be the area shown in the figure below. Map below is also removed.~~



(c) The two Service Areas for the water development impact fees shall be the areas north and south of the Gila River, shown in the figure below, as those areas may be expanded in the future through the extension of Town water service.



(d) The two Service Areas for the wastewater development impact fees shall be the areas north and south of the Gila River, shown in the figure below, as those areas may be expanded in the future through the extension of Town wastewater service.



(2) *Administration.* The Town Manager or his/her designee is authorized to make determinations regarding the application, administration and enforcement of the provisions of this Ordinance.

Amending existing Sec. 150.280(G) by removing existing and replacing with new:

(G) Land Use Assumptions

The Infrastructure Improvements Plan shall be consistent with the Town's current Land Use Assumptions for each Service Area and each Category of Necessary Public Services as adopted by the Town pursuant to A.R.S. § 463.05. Prior to the adoption or amendment of an Infrastructure Improvements Plan, the Town shall review and evaluate the Land Use Assumptions on which the Infrastructure Improvements Plan is to be based to ensure that the Land Use Assumptions within each Service Area conform to the General Plan.

(G) Land Use Assumptions

The Infrastructure Improvements Plan shall be consistent with the Town's current Land Use Assumptions for each Service Area and each Category of Necessary Public Services as adopted by the Town pursuant to A.R.S. § 9-463.05.

- A. *Reviewing the Land Use Assumptions.* Prior to the adoption or amendment of an Infrastructure Improvements Plan, the Town shall review and evaluate the Land Use Assumptions on which the Infrastructure Improvements Plan is to be based to ensure that the Land Use Assumptions within each Service Area conform with the General Plan.
- B. *Evaluating Necessary Changes.* If the Land Use Assumptions upon which an Infrastructure Improvements Plan is based have not been updated within the last five years, the Town shall evaluate the Land Use Assumptions to determine whether changes are necessary. If, after general evaluation, the Town determines that the Land Use Assumptions are still valid, the Town shall issue the report required in this Chapter.
- C. *Required Modifications to Land Use Assumptions.* If the Town determines that changes to the Land Use Assumptions are necessary in order to adopt or amend an Infrastructure Improvements Plan, it shall make such changes as necessary to the Land Use Assumptions prior to or in conjunction with the review and approval of the Infrastructure Improvements Plan pursuant to this Chapter.

Amending existing Sec. 150.280(H) by removing existing and replacing with new:

(H) — Infrastructure Improvements Plan

The Infrastructure Improvements Plan shall be developed by Qualified Professionals and may be based upon or incorporated within the Town's Capital Improvements Plan. The Infrastructure Improvements Plan shall:

(1) — Specify the Categories of Necessary Public Services for which the Town will impose a development impact fee.

(2) — Define and provide a map of one or more Service Areas within which the Town will provide each Category of Necessary Public Services for which development impact fees will be charged.

(3) Identify and describe the Land Use Assumptions upon which the Infrastructure Improvements Plan is based in each Service Area.

(4) Analyze and identify the existing Level of Service provided by the Town to existing development for each Category of Necessary Public Services in each Service Area.

(5) Identify the Level of Service to be provided by the Town for each Category of Necessary Public Services in each Service Area.

(6) Estimate the total number of existing and future Service Units within each Service Area based on the Town's Land Use Assumptions and projected new Service Units in each Service Area.

(7) Analyze and identify the projected utilization of any available excess capacity in existing Capital Facilities, and the new or expanded Capital Facilities that will be required to provide and maintain the planned Level of Service in each Service Area for each Category of Necessary Public Services, resulting from projected new Service Units for a period not to exceed ten years. Nothing in this Subsection shall prohibit the Town from additionally including in its Infrastructure Improvements Plan projected utilization of, or needs for, Capital Facilities for a period longer than ten years, provided that the costs of such Capital Facilities are excluded from the calculation of the Net Cost per Service Unit.

(8) Forecast the revenues from taxes, fees, assessments or other sources that will be available to fund the new or expanded Capital Facilities identified in the Infrastructure Improvements Plan, which shall include estimated state shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions.

(H) Infrastructure Improvements Plan

A. Infrastructure Improvements Plan Contents. The Infrastructure Improvements Plan shall be developed by Qualified Professionals and may be based upon or incorporated within the Town's Capital Improvements Plan. The Infrastructure Improvements Plan shall:

1. Specify the Categories of Necessary Public Services for which the Town will impose a development impact fee, which may include any or all of the following:
 - a. Water
 - b. Wastewater
 - c. Road Facilities
 - d. Fire Protection

- e. Police
- f. Park

2. Define and provide a map of one or more Service Areas within which the Town will provide each Category of Necessary Public Services for which development impact fees will be charged. Each Service Area must be defined in a manner that demonstrates a Substantial Nexus between the Capital Facilities to be provided in the Service Area and the Development Unit to be served by those Capital Facilities. For Libraries and for Parks larger than 30 acres, each Service Area must be defined in a manner that demonstrates a Direct Benefit between the Capital Facilities and the Development Unit to be served by those Capital Facilities. The Town may cover more than one category of Capital Facilities in the same Service Area provided that there is an independent Substantial Nexus or Direct Benefit, as applicable, between each Category of Necessary Public Services and the Development Unit to be served.
3. Identify and describe the Land Use Assumptions upon which the Infrastructure Improvements Plan is based in each Service Area.
4. Analyze and identify the existing Level of Service provided by the Town to existing Development Unit for each Category of Necessary Public Services in each Service Area.
5. Identify the Level of Service to be provided by the Town for each Category of Necessary Public Services in each Service Area based on the relevant Land Use Assumptions and any established Town standards or policies related to required Levels of Service. If the Town provides the same Category of Necessary Public Services in more than one Service Area, the Infrastructure Improvements Plan shall include a comparison of the Levels of Service to be provided in each Service Area.
6. For each Category of Necessary Public Services, analyze and identify the existing capacity of the Capital Facilities in each Service Area, the utilization of those Capital Facilities by existing Development Unit, and the available excess capacity of those Capital Facilities to serve new Development Unit including any existing or planned commitments or agreements for the usage of such capacity. The Infrastructure Improvements Plan shall additionally identify: (a) any changes or upgrades to existing Capital Facilities that will be needed to achieve or maintain the planned Level of Service to existing Development Unit, or to meet new safety, efficiency, environmental, or other regulatory requirements for services provided to existing Development Unit; and (b) those portions of Capital Facilities that will be necessary to

serve any new public school, private school, or Town facility for which development impact fees will not be assessed].

7. Identify any Grandfathered Facilities and the impact thereof on the need for Necessary Public Services in each affected Service Area.
8. Estimate the total number of existing and future DEVELOPMENT UNIT within each Service Area based on the Town's Land Use Assumptions and projected new Development Unit in each Service Area.
9. Based on the analysis in paragraphs (3)-(6) above, provide a summary table or tables describing the Level of Service for each Category of Necessary Public Services by relating the required Capital Facilities to Development Unit in each Service Area, and identifying the applicable DEVELOPMENT UNIT factor associated with each Category of Development.
10. For each Category of Necessary Public Services, analyze and identify the projected utilization of any available excess capacity in existing Capital Facilities, and all new or expanded Capital Facilities that will be required to provide and maintain the planned Level of Service in each Service Area as a result of the new projected Development Unit in that Service Area, for a period not to exceed ten years. Nothing in this Subsection shall prohibit the Town from additionally including in its Infrastructure Improvements Plan projected utilization of, or needs for, Capital Facilities for a period longer than ten years, provided that the costs of such Capital Facilities are excluded from the calculation of the Plan-Based Cost per EDU.
11. For each Category of Necessary Public Services, estimate the total cost of any available excess capacity and/or new or expanded Capital Facilities that will be required to serve new Development Unit, including costs of land acquisition, improvements, engineering and architectural services, studies leading to design, design, construction, financing, and administrative costs, as well as projected costs of inflation. Such total costs shall not include costs for ongoing operation and maintenance of Capital Facilities, nor for replacement of Capital Facilities to the extent that such replacement is necessary to serve existing Development Unit. If the Infrastructure Improvements Plan includes changes or upgrades to existing Capital Facilities that will be needed to achieve or maintain the planned Level of Service to existing Development Unit, or to meet new regulatory requirements for services provided to existing Development Unit, such costs shall be identified and distinguished in the Infrastructure Improvements Plan.

12. Forecast the revenues from taxes, fees, assessments or other sources that will be available to fund the new or expanded Capital Facilities identified in the Infrastructure Improvements Plan, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions. The Infrastructure Improvements Plan shall additionally estimate the time required to finance, construct and implement the new or expanded Capital Facilities.
13. Calculate required Offsets as follows:
 - a. From the forecasted revenues in Subsection (12) of this Section, identify those sources of revenue that: (i) are attributable to new development, and (ii) will contribute to paying for the capital costs of Necessary Public Services.
 - b. For each source and amount of revenue identified pursuant to paragraph (a) of this Subsection, calculate the relative contribution of each Category of Development to paying for the capital costs of Necessary Public Services in each Service Area.
 - c. Based on the relative contributions identified pursuant to paragraph (b) of this Subsection, for each Category of Necessary Public Services, calculate the total Offset to be provided to each Category of Development in each Service Area.
 - d. For each Category of Necessary Public Services, convert the total Offset to be provided to each Category of Development in each Service Area into an offset amount per DEVELOPMENT UNIT by dividing the total Offset for each Category of Development by the number of Development Unit associated with that Category of Development.
 - e. Beginning August 1, 2014, for purposes of calculating the required Offset, if the Town imposes a construction, contracting, or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate that is imposed on the majority of other transaction privilege tax classifications in the Town, the entire excess portion of the construction, contracting, or similar excise tax shall be treated as a contribution to the capital costs of Necessary Public Services provided to new development unless the excess portion is already utilized for such purpose pursuant to this Section.

f. In determining the amount of required Offset for land included in a community facilities district established under A.R.S. Title 48, Chapter 4, Article 6, the Town shall take into account any Capital Facilities provided by the district that are included in the Infrastructure Improvements Plan and the capital costs paid by the district for such Capital Facilities, and shall offset impact fees assessed within the community facilities district proportionally.

14. Calculate the Plan-Based Cost per DEVELOPMENT UNIT by:

a. Dividing the total projected costs to provide Capital Facilities to new Development Unit for each Category of Necessary Public Services in each Service Area as determined pursuant to Subsection 10 of this Section into the number of new DEVELOPMENT UNIT projected for that Service Area over a period not to exceed ten years, considering the specific DEVELOPMENT UNIT factor(s) associated with such Development Unit for each Category of Necessary Public Services.

b. Subtracting the required Offset per DEVELOPMENT UNIT calculated pursuant to Subsection 13 of this Section.

B. Multiple Plans. An Infrastructure Improvements Plan adopted pursuant to this Subsection may address one or more of the Town's Categories of Necessary Public Services in any or all of the Town's Service Areas. Each Capital Facility shall be subject to no more than one Infrastructure Improvements Plan at any given time.

C. Reserved Capacity. The Town may reserve capacity in an Infrastructure Improvements Plan to serve one or more planned future developments, including capacity reserved through a Development Agreement pursuant to Section 150.280(M) of this Chapter. All reservations of existing capacity must be disclosed in the Infrastructure Improvements Plan at the time it is adopted.

(K) Assessment and Collection is hereby edited to read as follows:

(1) Assessment. Development impact fees shall be assessed on new development according to the provisions of this Ordinance and the following fee schedules.

(a) Non-utility fee schedule. Road, park, fire, ~~and~~ police ~~and~~ library development impact fees shall be assessed according to the following fee schedule. ~~Road and fire fees in columns labeled "CFD" apply to development located within the Merrill Ranch Community Facilities Districts No. 1 and No. 2. Road and fire fees in columns labeled "non-CFD" apply to development located within~~

the Town limits but outside the Merrill Ranch Community Facilities Districts No. 1 and No. 2. Park fees apply only to development located within the Park Service Area. Road, Police and library These fees apply Town-wide. Residential Land Uses shall be assessed per Dwelling Unit. Nonresidential Land Uses shall be assessed per 1,000 square feet of Gross Floor Area.

Type	Police	Fire	Parks	Roads
<u>Single Family</u>	<u>\$ 754</u>	<u>\$955</u>	<u>\$1,934</u>	<u>\$2,250</u>
<u>Multi Family</u>	<u>\$ 560</u>	<u>\$710</u>	<u>\$1,437</u>	<u>\$1,560</u>
<u>Commercial/Retail</u>	<u>\$1465</u>	<u>\$694</u>	<u>\$ 148</u>	<u>\$3,900</u>
<u>Industrial</u>	<u>\$ 292</u>	<u>\$482</u>	<u>\$ 102</u>	<u>\$ 850</u>
<u>Office/other Service</u>	<u>\$ 292</u>	<u>\$880</u>	<u>\$ 187</u>	<u>\$1,680</u>

Land-Use	Road		Park*	Fire		Police	Library
	non-CFD	in-CFD		non-CFD	in-CFD		
<u>Single Family (unit)</u>	<u>\$2,086</u>	<u>\$641</u>	<u>\$1,417</u>	<u>\$917</u>	<u>\$607</u>	<u>\$607</u>	<u>\$203</u>
<u>Multi Family (unit)</u>	<u>\$1,313</u>	<u>\$403</u>	<u>\$1,148</u>	<u>\$743</u>	<u>\$492</u>	<u>\$492</u>	<u>\$164</u>
<u>Commercial (1000 sf)</u>	<u>\$3,141</u>	<u>\$964</u>	<u>\$170</u>	<u>\$660</u>	<u>\$437</u>	<u>\$437</u>	<u>\$24</u>
<u>Institutional (1,000 sf)</u>	<u>\$1,733</u>	<u>\$532</u>	<u>\$198</u>	<u>\$605</u>	<u>\$401</u>	<u>\$401</u>	<u>\$28</u>
<u>Industrial (1000 sf)</u>	<u>\$1,015</u>	<u>\$312</u>	<u>\$128</u>	<u>\$202</u>	<u>\$134</u>	<u>\$134</u>	<u>\$18</u>

* applicable to new development in Park Service Area only.

(b) *Utility fee schedule.* Water and wastewater development impact fees shall be assessed according to the following fee schedule. Water and wastewater fees apply only to customers of the Town's water and wastewater systems located in the water and wastewater service areas. Water and wastewater fees shall not be assessed on property located within the North Florence Improvement District. Water and wastewater fees are based on the size and type of the water meter. For wastewater customers that are not also water customers, the wastewater fee shall be based on the water meter size and type that is appropriate for the customer, as determined by the Town Engineer.

Meter Size	Type	Water	Wastewater
5/8"x3/4"	Disc-Resid.*	\$1,980	\$2,140
5/8"x3/4"	Disc-Other	\$1,980	\$2,782
1"	Disc	\$4,950	\$7,062
1-1/2"	Disc	\$9,900	\$14,338
2"	Disc	\$15,840	\$22,898
3"	Compound	\$31,680	\$45,582
3"	Turbine	\$34,650	\$49,862
4"	Compound	\$49,500	\$71,262
4"	Turbine	\$59,400	\$85,600
6"	Compound	\$99,000	\$142,738
6"	Turbine	\$123,750	\$178,262
8"	Turbine	\$178,200	\$256,800
10"	Turbine	\$287,100	\$413,662

12" Turbine \$425,700 \$613,538

* applicable rate for single family customers

<u>Meter Size</u>	<u>Type</u>	<u>Water</u>	<u>Wastewater</u>
<u>.625</u>	<u>Displacement*</u>	<u>\$1,065</u>	<u>\$2,400</u>
<u>.750</u>	<u>Displacement</u>	<u>\$1,597</u>	<u>\$3,600</u>
<u>1.000</u>	<u>Displacement</u>	<u>\$2,662</u>	<u>\$6,001</u>
<u>1.500</u>	<u>Displacement</u>	<u>\$5,324</u>	<u>\$12,002</u>
<u>2.000</u>	<u>Displacement</u>	<u>\$8,518</u>	<u>\$19,202</u>
<u>3.000</u>	<u>Displacement</u>	<u>\$17,037</u>	<u>\$38,405</u>
<u>3.000</u>	<u>Compound</u>	<u>\$17,037</u>	<u>\$38,405</u>
<u>3.000</u>	<u>Turbine</u>	<u>\$18,635</u>	<u>\$42,005</u>
<u>4.000</u>	<u>Compound</u>	<u>\$26,621</u>	<u>\$60,008</u>
<u>4.000</u>	<u>Turbine</u>	<u>\$33,543</u>	<u>\$75,610</u>
<u>6.000</u>	<u>Compound</u>	<u>\$53,243</u>	<u>\$120,015</u>
<u>6.000</u>	<u>Turbine</u>	<u>\$69,216</u>	<u>\$156,020</u>
<u>8.000</u>	<u>Compound</u>	<u>\$85,189</u>	<u>\$192,025</u>
<u>8.000</u>	<u>Turbine</u>	<u>\$149,082</u>	<u>\$336,043</u>
<u>10.000</u>	<u>Turbine</u>	<u>\$223,623</u>	<u>\$504,065</u>
<u>12.000</u>	<u>Turbine</u>	<u>\$282,191</u>	<u>\$636,082</u>

* applicable rate for single-family customers

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this _____, May 2019.

EFFECTIVE DATE: According to A.R.S. § 9-463.05 (c), this ordinance shall not be effective until seventy-five days after its adoption. The effective Date for this Ordinance is August 1, 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

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

Prepared for:
Town of Florence, Arizona

January 7, 2019

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road

Suite S240

Bethesda, MD 20816

301.320.6900

www.TischlerBise.com

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EXECUTIVE SUMMARY

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

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

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

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

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

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

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

Necessary Public Services

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

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

Infrastructure Improvements Plan

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

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

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

Qualified Professionals

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

Conceptual Development Fee Calculation

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

Evaluation of Offsets

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

DEVELOPMENT FEE REPORT

METHODOLOGY

General Methods

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

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

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

Updated Development Fees Methods and Cost Components

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

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

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

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

Proposed Development Fee Schedules: Town of Florence

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

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

Residential (per unit)

<i>Type</i>	<i>Police</i>	<i>Fire and Rescue</i>	<i>Parks and Open Space</i>	<i>Roads</i>	<i>Proposed Fee</i>	<i>Current Fee</i>	<i>Difference</i>
Single-Family	\$754	\$955	\$1,934	\$2,250	\$5,892	\$5,027	\$865
Multi-Family	\$560	\$710	\$1,437	\$1,560	\$4,267	\$3,696	\$571

Nonresidential (per 1,000 square feet)

<i>Type</i>	<i>Police</i>	<i>Fire and Rescue</i>	<i>Parks and Open Space</i>	<i>Roads</i>	<i>Proposed Fee</i>	<i>Current Fee</i>	<i>Difference</i>
Commercial/Retail	\$1,465	\$694	\$148	\$3,900	\$6,206	\$5,423	\$783
Industrial	\$292	\$482	\$102	\$850	\$1,726	\$464	\$1,262
Office/Other Services	\$292	\$880	\$187	\$1,680	\$3,038	\$2,937	\$101

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

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

PARKS AND RECREATIONAL INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

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

SERVICE AREA

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

METHODOLOGY

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

Proportionate Share

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

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

Figure P1. Parks and Open Space Daytime Population

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

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

**Peak population in households

** Days per Year = 365
Hours per Year (12 hours a day) 4380

250 *** 5 Days per Week x 50 Weeks per Year
500 Hours per Year (2 hours a day)

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

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

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

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

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

Source: TischlerBise Land Use Assumptions.

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

Source: Institute of Transportation Engineers, 2017.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Parks and Open Space

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

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

Figure P3. Parks and Open Space Level of Service and Cost Allocation

<i>Park</i>	<i>Land Area (Acres)*</i>	<i>Total Replacement Cost*</i>
Heritage	25.17	\$251,700
Little League	2.00	\$20,000
Jacques Square	0.22	\$2,200
Arriola Square	0.18	\$1,800
Padilla Park	0.75	\$7,500
Territory Square	6.20	\$62,000
Aero Modeler Park	30.00	\$300,000
Rodeo Grounds	30.00	\$300,000
Poston Butte	30.00	\$300,000
TOTAL	124.52	\$1,245,200

Level-of-Service (LOS) Standards

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

Cost Analysis

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

*Source: Town of Florence.

Parks and Open Space Improvements

To provide capacity for new development throughout the Town, the Town of Florence plans to maintain its current (2018) level of service for developed (improved) parks. Florence's existing park improvements inventory, shown in Figure P4, includes 908 improvements with a total value of \$10,682,400. This equates to an average cost per improvement of \$11,765.

Based on the existing inventory of parks and open space improvements and current peak household population (14,480), the residential level of service for improvements is 0.060 improvements per person (908 improvements x 96 percent residential proportionate share / 14,480). For nonresidential development, the level of service for parks and opens space improvements is 0.005 improvements per job (908 improvements x 4 percent nonresidential proportionate share / 7,626). When the residential and nonresidential levels of service (0.060 improvements per person and 0.005 per job) are compared to the cost per improvement (\$11,765), the resulting cost per demand units are \$708.21 per person and \$56.03 per job.

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

<i>Improvements</i>	<i>Units</i>	<i>Unit Cost*</i>	<i>Total Replacement Cost</i>
Parking Spaces	767	\$1,000	\$767,000
Restrooms	13	\$250,000	\$3,250,000
Basketball Courts	2	\$60,000	\$120,000
Picnic Ramadas	9	\$36,000	\$324,000
Picnic Tables	53	\$950	\$50,350
Volleyball Courts	1	\$40,000	\$40,000
Softball Fields	3	\$200,000	\$600,000
Baseball Fields	1	\$200,000	\$200,000
Soccer Fields	2	\$175,000	\$350,000
Play Structures	4	\$150,000	\$600,000
Park Benches	15	\$450	\$6,750
Bleachers	22	\$5,800	\$127,600
Dugouts	8	\$8,750	\$70,000
Scoreboards	1	\$6,700	\$6,700
Tennis Courts	2	\$60,000	\$120,000
Pickleball Courts	2	\$15,000	\$30,000
Splash Pad	1	\$20,000	\$20,000
Competition Pool	1	\$2,000,000	\$2,000,000
Play Pool	1	\$2,000,000	\$2,000,000
TOTAL	908	\$11,765	\$10,682,400

*Source: Town of Florence.

Level-of-Service (LOS) Standards

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

Cost Analysis

Average Cost per Improvement	\$11,765
Cost per Person	\$708.21
Cost per Job	\$56.03

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

When applied to the existing LOS, new development will demand approximately 39 additional acres of parks and open space ((0.0083 LOS x (4,433 peak hh population increase)) + (0.0007 LOS x (3,719 jobs increase) = 39). Based on the average cost per acre of \$10,000, the growth-related expenditure on park and open space land is approximately \$390,000. Based on the average cost per improvement of \$11,765, the growth-related expenditure on park and open space improvements is approximately \$3.3 million (285 improvements x \$11,765). The total projected growth-related expenditure on parks and open space infrastructure is \$3.7 million.

Figure P5: Projected Demand for Parks and Recreational Facilities Infrastructure

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

Need for Park Infrastructure					
	Year	Peak HH Population	Jobs	Acres	Improvements
Base	2018	14,480	7,626	125	908
Year 1	2019	14,926	7,902	128	936
Year 2	2020	15,369	8,188	132	964
Year 3	2021	15,812	8,484	136	992
Year 4	2022	16,255	8,791	140	1,020
Year 5	2023	16,698	9,172	144	1,049
Year 6	2024	17,141	9,571	148	1,077
Year 7	2025	17,584	9,987	152	1,106
Year 8	2026	18,027	10,420	156	1,135
Year 9	2027	18,470	10,873	160	1,164
Year 10	2028	18,913	11,345	164	1,193
Ten-Yr Increase		4,433	3,719	39	285
				\$390,208	\$3,347,543
				Total Growth-Related Expenditures	
					\$3,737,751

IIP AND DEVELOPMENT FEE REPORT

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

Figure P6: IIP and Development Fee Report

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

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Parks and Recreational Facilities Development Fees

Figure P7 provides a summary of the costs per demand unit used to calculate the Parks and Recreational Facilities development fees. As previously discussed, Parks and Recreational Facilities development fees are calculated for residential and nonresidential land uses. The total cost per residential demand unit is \$897.39 per person and \$70.86 per job. The proposed fee for a single-family unit is \$1,934 (\$797.95 x 2.42 persons per household) and represents an increase of \$517 compared to the current single-family fee. The proposed fee for a square foot of commercial/retail development is \$.15 (\$62.99 x 2.34 jobs per square foot / 1,000) and is the same as the present commercial/retail fee. Similar calculations follow for the other nonresidential categories.

Figure P7: Schedule of Parks and Recreational Facilities Development Fees

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</i>
Park Land	\$82.55	\$6.53
Park Improvements	\$708.21	\$56.03
Development Fee Study	\$7.19	\$0.43
TOTAL	\$797.95	\$62.99

Residential (per unit)

<i>Development Type</i>	<i>Persons per Household</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Single-Family	2.42	\$1,934	\$1,417	\$517
Multifamily	1.80	\$1,437	\$1,148	\$289

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Commercial/Retail	2.34	\$0.15	\$0.17	(\$0.02)
Office/Institutional	2.97	\$0.19	\$0.20	(\$0.01)
Industrial/Flex	1.63	\$0.10	\$0.13	(\$0.03)

PROJECTED PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

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

Anticipated development fee revenue over the next ten years is approximately \$3.97 million, which almost equals the estimated growth cost for Parks and Recreation infrastructure over the same time period. Because this IIP includes only Parks and Recreational Facilities infrastructure demanded by future development, there is no cost to existing development.

Figure P8: Projected Parks and Recreational Facilities Development Fee Revenue

	Growth Cost
Parks and Open Space Land	\$390,208
Parks and Open Space Improvements	\$3,347,543
Development Impact Fee Study	\$16,607
TOTAL	\$3,754,358

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$1,934 per Housing Unit	\$1,437 per Housing Unit	\$0.15 per Sq. Ft.	\$0.19 per Sq. Ft.	\$0.10 per Sq. Ft.
Year		Units	Units	KSF	KSF	KSF
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
Ten-Yr Increase		1,750	250	132	1,124	46
10-Year Projected Revenue		\$3,383,719	\$359,688	\$19,478	\$210,137	\$4,670
Projected Revenue =>						\$3,977,692

POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

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

SERVICE AREA

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

METHODOLOGY

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

Proportionate Share

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

Figure PO1: Public Safety Functional Population

Demand Units in 2016				
Residential				
Population ¹	12,401		Demand Hrs/Day	Person Hours
Residents Not Working	9,257		20	185,140
Employed Residents	3,144			
Employed in Florence		477	14	6,678
Employed Outside Florence		2,667	14	37,338
			Residential Subtotal	229,156
			Residential Share =>	72%
Nonresidential				
Non-working Residents	9,257		4	37,028
Jobs Located in Florence	5,418			
Residents employed in Florence		477	10	4,770
Non-resident Workers (inflow commuters)		4,941	10	49,410
			Nonresidential Subtotal	91,208
			Nonresidential Share =>	28%
			TOTAL	320,364

Source: U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics.

1. 2016 ACS Population estimate, less group quarters population.

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

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

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

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

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

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

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

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

<i>Residential Development</i>	
<i>Land Use</i>	<i>Persons per Household</i>
Single-Family	2.42
Multi-Family	1.80

Source: TischlerBise Land Use Assumptions.

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

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

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Police Facilities

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

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

Figure PO3: Police Facilities Level of Service and Cost Allocation

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

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Nonres. Vehicle Trip Ends in 2018	14,830
Residential Share	72%
Nonresidential Share	28%
LOS: Square Feet per Person	0.70
LOS: Square Feet per Vehicle Trip End	0.26

Cost Analysis

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

*Source: Town of Florence.

Police Vehicles

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

Figure PO4: Police Vehicles Level of Service and Cost Allocation

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

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

Level-of-Service (LOS) Standards

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

Cost Analysis

Average Cost per Vehicle	\$47,744
Cost per Person	\$102.03
Cost per Vehicle Trip End	\$38.76

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

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

Figure PO5: Projected Demand for Police Facilities Infrastructure

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Facilities	Residential	0.70	Square Feet	\$292 per SF
	Nonresidential	0.26		
Vehicles	Residential	0.0021	Vehicles	\$47,744 per Vehicle
	Nonresidential	0.0008		

Need for Police Infrastructure					
	Year	Peak HH Population	Trip Ends	Facilities (SF)	Vehicles
Base	2018	14,480	14,830	14,016	43
Year 1	2019	14,926	15,366	14,469	44
Year 2	2020	15,369	15,922	14,925	46
Year 3	2021	15,812	16,498	15,386	47
Year 4	2022	16,255	17,095	15,852	49
Year 5	2023	16,698	17,837	16,357	50
Year 6	2024	17,141	18,612	16,871	52
Year 7	2025	17,584	19,420	17,394	53
Year 8	2026	18,027	20,264	17,926	55
Year 9	2027	18,470	21,144	18,467	57
Year 10	2028	18,913	22,063	19,019	58
Ten-Yr Increase		4,433	7,233	5,003	15
Growth-Related Expenditures =>				\$1,460,893	\$732,825
Total Growth-Related Expenditures					\$2,193,718

IIP AND DEVELOPMENT FEE REPORT

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

Figure PO6: IIP and Development Fee Report

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

POLICE FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Police Facilities Development Fees

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

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

Figure PO7: Schedule of Police Facilities Development Fees

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

Residential (per unit)

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

Nonresidential (per square foot)

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

PROJECTED POLICE FACILITIES DEVELOPMENT FEE REVENUE

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

Figure PO8: Projected Revenue from Police Facilities Development Fees

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

Police Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$754 per Housing Unit	\$560 per Housing Unit	\$1.46 per Sq. Ft.	\$0.57 per Sq. Ft.	\$0.29 per Sq. Ft.
<i>Year</i>		<i>Units</i>	<i>Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
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
10-year projected revenue		\$1,318,665	\$140,173	\$193,398	\$643,753	\$13,295
Projected Revenue =>						\$2,290,092

FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

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

SERVICE AREA

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

METHODOLOGY

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

Proportionate Share

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

Figure F1: Fire Facilities Functional Population

Demand Units in 2016				
Residential				
Population ¹	12,401		Demand Hrs/Day	Person Hours
Residents Not Working	9,257		20	185,140
Employed Residents	3,144			
Employed in Florence	477		14	6,678
Employed Outside Florence	2,667		14	37,338
			Residential Subtotal	229,156
			Residential Share =>	72%
Nonresidential				
Non-working Residents	9,257		4	37,028
Jobs Located in Florence	5,418			
Residents employed in Florence	477		10	4,770
Non-resident Workers (inflow commuters)	4,941		10	49,410
			Nonresidential Subtotal	91,208
			Nonresidential Share =>	28%
			TOTAL	320,364

Source: U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics.

1. 2016 ACS Population estimate, less group quarters population.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

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

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

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

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

Source: TischlerBise Land Use Assumptions.

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

Source: Institute of Transportation Engineers, 2017.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Fire Facilities

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

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

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

Figure F3: Fire Facilities Inventory

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

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

Level-of-Service (LOS) Standards

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

Cost Analysis

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

*Based on the cost of the Anthem Fire Station

Fire Apparatus

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

Figure F4: Fire Apparatus Inventory

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

*Source: Town of Florence.

Level-of-Service (LOS) Standards

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

Cost Analysis

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

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

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

Figure F5: Projected Demand for Fire Facilities Infrastructure

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Facilities	Residential	1.21	Square Feet	\$292 per SF
	Nonresidential	0.89		
Vehicles	Residential	0.0005	Vehicles	\$459,583 per Vehicle
	Nonresidential	0.0004		

Need for Fire Infrastructure					
	Year	Peak HH Population	Jobs	Facilities (SF)	Vehicles
Base	2018	14,480	7,626	24,300	11
Year 1	2019	14,926	7,902	25,085	11
Year 2	2020	15,369	8,188	25,875	12
Year 3	2021	15,812	8,484	26,675	12
Year 4	2022	16,255	8,791	27,484	12
Year 5	2023	16,698	9,172	28,359	13
Year 6	2024	17,141	9,571	29,250	13
Year 7	2025	17,584	9,987	30,156	14
Year 8	2026	18,027	10,420	31,078	14
Year 9	2027	18,470	10,873	32,017	14
Year 10	2028	18,913	11,345	32,974	15
Ten-Yr Increase		4,433	3,719	8,674	4
Growth-Related Expenditures =>				\$2,529,907	\$1,804,548
Total Growth-Related Expenditures					\$4,334,455

IIP AND DEVELOPMENT FEE REPORT

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

Figure F6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Fire and Rescue	\$16,607	Residential	78%	Peak Population	14,480	16,698	2,218	\$5.84
		Nonresidential	22%	Jobs	7,626	9,172	1,546	\$2.36

FIRE FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Figure F7: Principal Payment Offset

Year	Principal Payments	Residential Share (72%)	Projected Persons	Credit per Person	Nonresidential Share (28%)	Projected Demand	Credit per Job
1	\$216,723	\$156,040	14,926	\$10.45	\$60,682	7,902	\$7.68
2	\$216,723	\$156,040	15,369	\$10.15	\$60,682	8,188	\$7.41
3	\$216,723	\$156,040	15,812	\$9.87	\$60,682	8,484	\$7.15
4	\$216,723	\$156,040	16,255	\$9.60	\$60,682	8,791	\$6.90
5	\$216,723	\$156,040	16,698	\$9.34	\$60,682	9,172	\$6.62
6	\$216,723	\$156,040	17,141	\$9.10	\$60,682	9,571	\$6.34
7	\$216,723	\$156,040	17,584	\$8.87	\$60,682	9,987	\$6.08
8	\$216,723	\$156,040	18,027	\$8.66	\$60,682	10,420	\$5.82
9	\$216,723	\$156,040	18,470	\$8.45	\$60,682	10,873	\$5.58
10	\$216,723	\$156,040	18,913	\$8.25	\$60,682	11,345	\$5.35
11	\$216,723	\$156,040	19,312	\$8.08	\$60,682	11,744	\$5.17
12	\$216,723	\$156,040	19,711	\$7.92	\$60,682	12,143	\$5.00
13	\$216,723	\$156,040	20,110	\$7.76	\$60,682	12,542	\$4.84
14	\$216,723	\$156,040	20,509	\$7.61	\$60,682	12,941	\$4.69
15	\$216,723	\$156,040	20,908	\$7.46	\$60,682	13,340	\$4.55
16	\$216,723	\$156,040	21,307	\$7.32	\$60,682	13,739	\$4.42
17	\$216,723	\$156,040	21,706	\$7.19	\$60,682	14,138	\$4.29
18	\$216,723	\$156,040	22,105	\$7.06	\$60,682	14,537	\$4.17
19	\$216,723	\$156,040	22,504	\$6.93	\$60,682	14,936	\$4.06
20	\$216,723	\$156,040	22,903	\$6.81	\$60,682	15,335	\$3.96
Total	\$4,334,455	\$3,120,808	7,977		\$1,213,647		\$110.08
Discount Rate				4.5%			4.5%
Net Present Value				\$112.13			\$75.38

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

Proposed Fire Facilities Development Fees

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

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

Figure F8: Schedule of Fire Facilities Development Fees

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</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)
TOTAL	\$393.98	\$296.39

Residential (per unit)

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

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</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 FACILITIES DEVELOPMENT FEE REVENUE

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

Figure F9: Projected Fire Facilities Development Fee Revenue

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

Fire Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$955	\$710	\$0.69	\$0.88	\$0.48
		per Housing Unit	per Housing Unit	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.
Year		Households	Households	KSF	KSF	KSF
Base	2017	5,437	778	271	2,305	93
Year 1	2018	5,607	802	281	2,388	97
Year 2	2019	5,773	826	291	2,475	100
Year 3	2020	5,940	850	301	2,564	104
Year 4	2021	6,107	874	312	2,657	108
Year 5	2022	6,273	897	326	2,773	112
Year 6	2023	6,440	921	340	2,893	117
Year 7	2024	6,606	945	355	3,019	122
Year 8	2025	6,773	969	370	3,150	128
Year 9	2026	6,939	993	386	3,287	133
Year 10	2027	7,106	1,017	403	3,429	139
<i>Ten-Yr Increase</i>		1,669	239	132	1,124	46
<i>10-year projected revenue</i>		\$1,593,578	\$169,397	\$91,646	\$988,737	\$21,972
Projected Revenue =>						\$2,865,330

STREET FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

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

SERVICE AREA

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

METHODOLOGY

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

Proportionate Share

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

RATIO OF SERVICE UNITS TO LAND USE

Service Units

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

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

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

Trip Generation Rates

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

Adjustments for Commuting Patterns and Pass-By Trips

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

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

Figure S2: Inflow/Outflow Analysis

Trip Adjustment Factors for Commuters¹	
Employed Residents	3,144
Residents Working and Living in Florence	477
Residents Commuting Outside Florence for Work	2,667
Percent Commuting out of Florence	85%

Additional Production Trips²	13%
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Residential Trip Adjustment Factor	63%
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1. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2015.

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

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

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

Trip Length Weighting Factor by Type of Land Use

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

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

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

Figure S3: Town of Florence Road Inventory

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

Source: Town of Florence.

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

Figure S4: Potential Street Facilities Development Fee Projects and Projected Cost per Lane Mile

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

Source: Town of Florence.

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

counts exist for 70 of the Town’s 76.26 major/minor arterial network. For the roads with traffic counts, there is 338,356 miles of capacity but only 55,858 vehicle miles of travel. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length¹. This means there is excess capacity totaling 83.5% in the network.

Figure S5: Existing Major Road Network Capacity

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

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

% of VMT to VMC: 16.5%

Average Trip Length

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

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

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

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

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

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

Figure S6: Existing Major Road Network Capacity

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

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

PROJECTED SERVICE UNITS, DEMAND, AND COSTS FOR SERVICES

ARS § 9-463.05(E)(2) requires:

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

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

Travel Demand Model

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

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

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

Figure S7: Projected Travel Demand Model

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

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

Avg Trip Length (miles)	17.03
Excess Capacity Reduction	77.6%
Avg Trip Length (miles)	3.82
Vehicle Capacity Per Lane	9,000

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

ARS § 9-463.05(E)(3) requires:

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

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

IIP AND DEVELOPMENT FEE REPORT

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

Figure S8: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Roads	\$16,607	Residential Nonresidential	100%	VMT	154,121	179,725	25,605	\$0.65

STREET FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Street Facilities Development Fees

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

$$\begin{array}{r}
 37.75 \text{ weekday vehicle trip ends per 1,000 square feet} \\
 \times \\
 33 \text{ percent adjustment factor for inbound trips} \\
 \times \\
 3.82 \text{ average miles per trip} \\
 \times \\
 66 \text{ percent trip length adjustment factor for commercial development} \\
 \times \\
 \$124.32 \text{ total cost per VMT} \\
 \div \\
 1,000 \text{ square feet} \\
 = \\
 \mathbf{\$3.90 \text{ per square foot}}
 \end{array}$$

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

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

Figure S9: Proposed Street Facilities Development Fees

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%	\$2,250	\$2,086	\$164
Multi-Family Unit	4.30	63%	121%	\$1,560	\$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%	\$3.90	\$3.14	\$0.76
Office/Institutional	9.74	50%	73%	\$1.68	\$1.73	(\$0.05)
Industrial/Flex	4.96	50%	73%	\$0.85	\$1.02	(\$0.17)

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

PROJECTED STREETS DEVELOPMENT FEE REVENUE

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

Figure S10: Projected Street Facilities Development Fee Revenue

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

Streets Impact Fee Revenue

		Single-Family	Multi-Family	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$2,250	\$1,560	\$3.90	\$1.68	\$0.85
		per Housing Unit	per Housing Unit	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.
<i>Year</i>		<i>Units</i>	<i>Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
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>		\$3,936,207	\$390,517	\$514,918	\$1,888,649	\$38,752
Projected Revenue =>						\$6,769,043

WATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

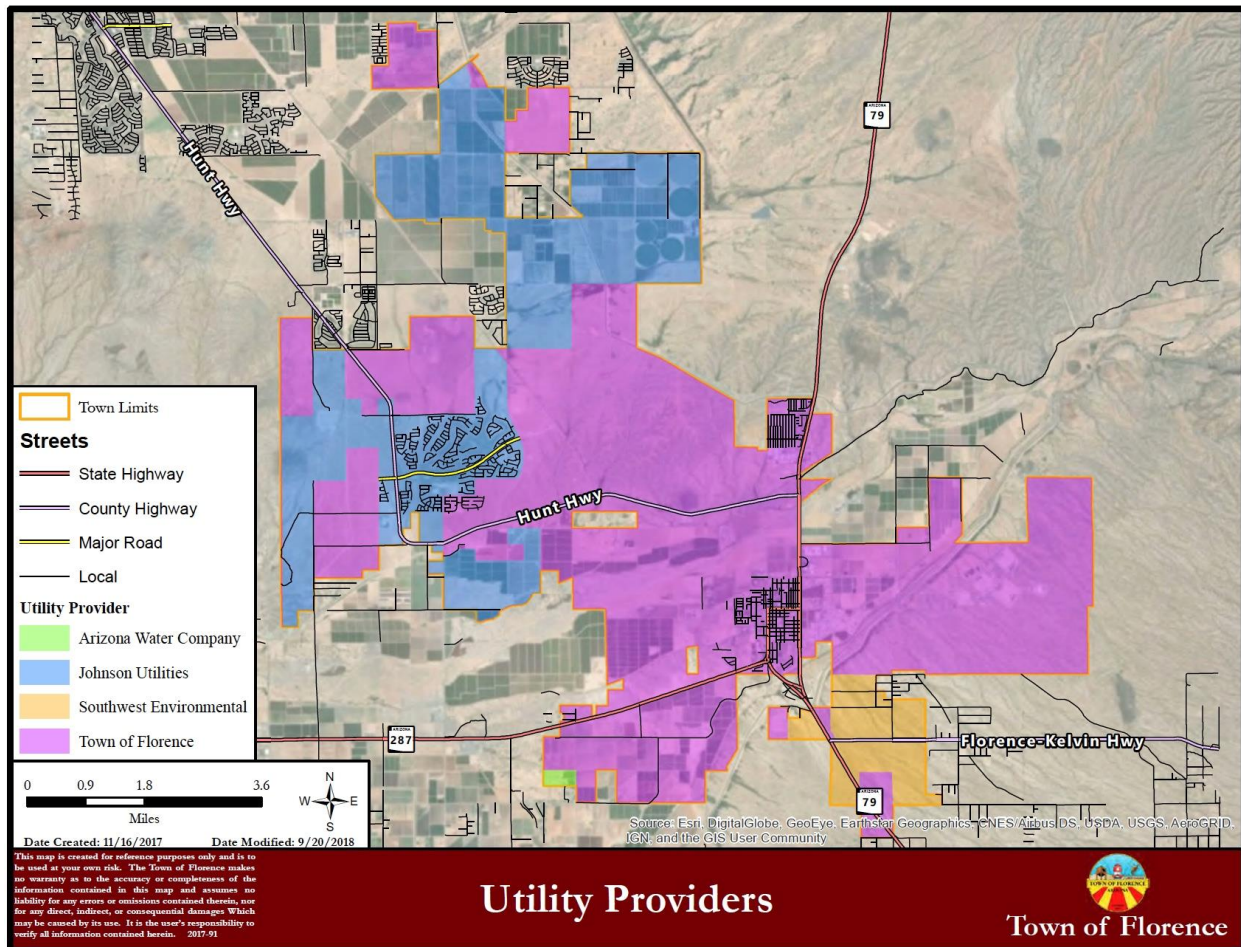
“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities”

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

Service Area

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

Figure W1: Town of Florence Water Utility Providers Service Areas



Proportionate Share

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

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

ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Existing Capacity and Usage

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

Average Day Flows

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

Figure W2: Water Facilities Level of Service

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

* Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey

**Based on employment estimate of 7,626

#Based on Town's peaking factor of 2.0

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

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

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

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

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

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

Source: AWWA

PROJECTED DEMAND AND COSTS FOR SERVICES

ARS § 9-463.05(E)(5) requires:

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

Projected Water Flows

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

Figure W4: Projected Water Facilities Service Units

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

Nonresidential Connections per Job:	0.04
Gallons per Day per Job:	151
Gallons per Day per Person:	50

Water Transmission Facilities

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

Figure W5: Water Transmission Facilities

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

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

Water Storage Facilities

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

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

Figure W6: Water Storage Facilities

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
North Florence Storage Tank			\$1,250,000				\$1,250,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$0	\$1,250,000
						Gallons of Capacity per Day =>	1,000,000
						Cost per Gallon of Capacity =>	\$1.25

Water Supply Facilities

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

Figure W7: Water Supply Facilities

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Future Wells (1000 gallons a minute)			\$1,250,000			\$1,500,000	\$2,750,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$1,500,000	\$2,750,000
						Gallons of Capacity per Day =>	1,440,000
						Cost per Gallon of Capacity =>	\$1.91

IIP and Development Fee Study

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

Figure W8: IIP and Development Fee Study

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

WATER FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Water Facilities Development Fees

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

Figure W9: Proposed Water Facilities Development Fees

<i>Input Variables</i>		<i>Cost per Gallon of Capacity</i>			
Transmission Projects		\$1.19			
Storage Projects		\$1.25			
Supply Projects		\$1.91			
Development Fee Study		\$0.03			
Capital Cost per Gallon of Capacity =>		\$4.38			
Peak Day Gallons of Demand per ERU =>		243			
<i>All Development (per meter)</i>					
<i>Meter Size (inches)</i>	<i>Meter Type</i>	<i>Capacity Ratio</i>	<i>Proposed Water Fee</i>	<i>Current Fee</i>	<i>\$ Change</i>
0.625	Displacement	1.00	\$1,065	\$1,980	(\$915)
0.75	Displacement	1.50	\$1,597	\$4,950	(\$3,353)
1.00	Displacement	2.50	\$2,662	\$4,950	(\$2,288)
1.50	Displacement	5.00	\$5,324	\$9,900	(\$4,576)
2.00	Displacement	8.00	\$8,519	\$15,840	(\$7,321)
3.00	Compound	16.00	\$17,038	\$31,680	(\$14,642)
3.00	Turbine	17.50	\$18,636	\$34,650	(\$16,014)
4.00	Compound	25.00	\$26,623	\$49,500	(\$22,877)
4.00	Turbine	31.50	\$33,544	\$59,400	(\$25,856)
6.00	Turbine	65.00	\$69,219	\$123,750	(\$54,531)
8.00	Turbine	140.00	\$149,088	\$178,200	(\$29,112)
10.00	Turbine	210.00	\$223,633	\$287,100	(\$63,467)
12.00	Turbine	265.00	\$282,203	\$425,700	(\$143,497)

PROJECTED WATER FACILITIES DEVELOPMENT FEE REVENUE

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

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

Figure W10: Projected Water Facilities Development Fee Revenue

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

Water Development Impact Fee Revenue

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

WASTEWATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

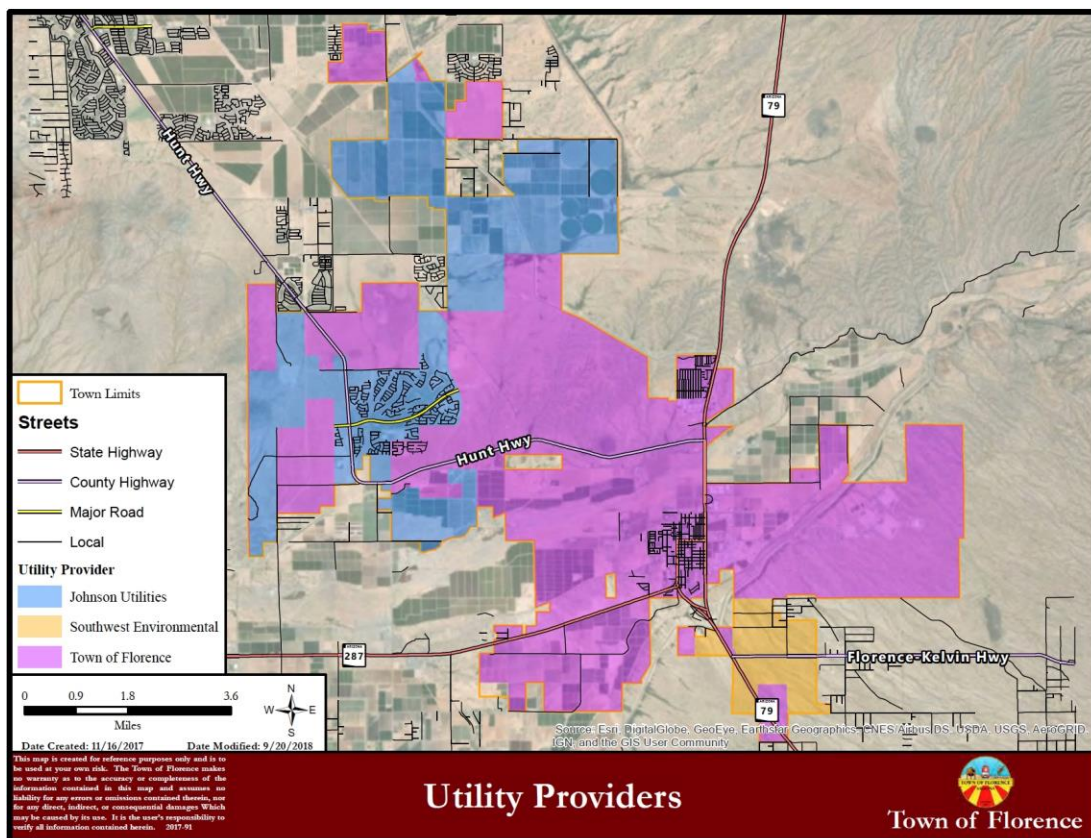
“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.”

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

Service Area

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

Figure WW1: Town of Florence Wastewater Utility Providers Service Areas



Proportionate Share

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

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

ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Existing Capacity and Usage

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

Average Day Flows

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

Figure WW2: Wastewater Facilities Level of Service

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

* Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey

**Based on employment estimate of 7,626

#Peak demand is assumed to be 75% of water peak demand

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

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

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

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

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

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

Source: AWWA

PROJECTED DEMAND AND COSTS FOR SERVICES

ARS § 9-463.05(E)(5) requires:

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

Projected Wastewater Flows

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

Figure WW4: Wastewater Facilities Projected Service Units

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

Nonresidential Connections per Job:	0.04
Gallons per Day per Job:	192
Gallons per Day per Person:	38

Wastewater Collection Facilities

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

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

Figure WW5: Wastewater Collection Facilities

Description	Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
West Main extension Adamsville to Dobson Property (36 inch)							\$600,000	\$600,000
South Sewer Main Extensions 287/SR79 (12 inch)							\$1,000,000	\$1,000,000
Lift Station at Hunt Highway & SR79				\$40,000	\$330,000			\$370,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,970,000

Ten-Year Increase in Gallons of Peak Demand per Day => 931,058
Cost per Gallon of Demand => \$2.12

Wastewater Treatment Facilities

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

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

Figure WW6: Wastewater Treatment Facilities

Description	Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Florence S. - WWTP Expansion				\$2,000,000	\$15,150,000			\$17,150,000
South WWTP Expansion Headworks	\$150,000	\$2,000,000	\$1,500,000					\$3,650,000
SWWTP disinfection system upgrade			\$30,000	\$3,000,000				\$3,030,000
S. WWTP odor control / dust abatement			\$300,000					\$300,000
Total	\$150,000	\$2,000,000	\$1,830,000	\$5,000,000	\$15,150,000	\$0	\$0	\$24,130,000
							Gallons of Capacity per Day =>	1,500,000
							Cost per Gallon of Capacity =>	\$16.09

IIP and Development Fee Study

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

Figure WW7: IIP and Development Fee Study

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

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Offset

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

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

Figure WW8: Principal Payment Offset

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

Discount Rate	4.5%
Net Present Value	\$5.04

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

Proposed Wastewater Facilities Development Fees

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

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

Figure WW9: Proposed Wastewater Facilities Development Fees

<i>Input Variables</i>		<i>Cost per Gallon of 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			
<i>All Development (per meter)</i>					
<i>Meter Size (inches)</i>	<i>Meter Type</i>	<i>Capacity Ratio</i>	<i>Proposed Wastewater Fee</i>	<i>Current 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

PROJECTED WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

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

Figure WW10: Projected Wastewater Facilities Development Fee Revenue

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

Wastewater Development Impact Fee Revenue

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

APPENDIX A: LAND USE ASSUMPTIONS

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

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

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

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

SUMMARY OF GROWTH INDICATORS

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

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

RESIDENTIAL DEVELOPMENT

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

Persons Per Housing Unit and Persons Per Household

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

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

Figure A1: Persons per Household

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

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

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

Recent Residential Construction

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

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

Figure A2: Residential Permits

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

Source: Town of Florence.

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

Figure A3: Housing Unit Estimates on January 1, 2018

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

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

Housing Unit Projections

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

Figure A4: Housing Unit Projections – 2018-2028

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

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

Projections assume that 200 units will be added annually.

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

Population Estimates

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

Figure A5: 2018 Year-Round Population and Households

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

*2010 US Census

**Provided by Town of Florence

#2017 vacant units estimate is based on 2016 ACS rate of 28.4%

##2010 household population is from the US Census. 2017 estimate is based on 2.33 pph factor from 2016 ACS data

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

Figure A6: 2018 Peak Population and Households

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

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

Townwide Population Projections

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

Figure A7: Townwide Housing Unit and Population Projections

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

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

Population Projections for Town of Florence Utility Service Area

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

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

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

NONRESIDENTIAL DEVELOPMENT

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

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

Figure A9: Nonresidential Service Units per Development Unit

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

* *Trip Generation*, Institute of Transportation Engineers, 10th Edition (2017).

Current Estimate of Employment and Nonresidential Square Footage

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

Figure A10: Estimated Employment and Distribution by Industry Type

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

1. Florence Business Summary 2017, Esri Total Residential Forecasts.
2. *Trip Generation*, Institute of Transportation Engineers, 2017.
3. Major sector is Eating & Drinking Places.
4. Major sector is Government.
5. Major sector is Construction.

Employment and Nonresidential Floor Area Projections

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

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

Figure A11: Employment and Nonresidential Floor Area Projections

	2018	2019	2020	2021	2022	2023	2028	10-Year Increase
	Base Yr	1	2	3	4	5	10	
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000 SF)								
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302
ANNUAL INCREASE								
	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year Average	
	1	2	3	4	5	10		
Employment	276	286	296	307	382	472	372	
Commercial/Retail KSF	10	10	11	11	14	17	13	
Office/Institutional KSF	83	86	90	93	115	143	112	
Industrial/Flex KSF	3	4	4	4	5	6	5	
Total Nonres. Floor Area KSF	97	100	104	107	134	165	130	

AVERAGE DAILY VEHICLE TRIPS

Average daily vehicle Trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 10th Edition*, published by the Institute of Transportation Engineers (ITE) in 2017. A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). Adjustment

factors must be used when calculating vehicle trips in order to avoid double counting each trip, both at the origin and the destination.

Residential Vehicle Trips

As an alternative to using the national average trip generation rate for residential development, the Institute of Transportation Engineers (ITE) publishes regression curve formulas that may be used to derive custom trip generation rates using local demographic data. Key independent variables needed for the analysis (i.e. vehicles available, housing units, households, and persons) are available from American Community Survey data. Shown below in Figure A12, custom trip generation rates for Florence differ significantly from the national averages. Single-family residential development is estimated to generate 6.20 average weekday vehicle trip ends per dwelling unit; 34% fewer than the national average of 9.44 (ITE 210). The multifamily housing category is estimated to generate 4.30 average weekday vehicle trip ends per dwelling; 21% fewer trips than the national average of 5.44 (ITE 221).

Figure A12: Average Weekday Vehicle Trip Ends by Housing Type

	Vehicles Available	Households by Structure Type ²			Vehicles per Household by Tenure
		Single-Family Units*	All Other Housing Types	Total HHs	
Owner-occupied	6,123	3,762	224	3,986	1.54
Renter-occupied	1,915	844	642	1,486	1.29
TOTAL	8,038	4,606	866	5,472	1.47
Housing Units (6) =>		6,671	968	7,639	
Persons per Housing Unit =>		1.68	1.60	1.67	

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

* Includes Single Family Detached, Attached, and Manufactured Homes

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

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

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

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

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

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

DETAILED DEVELOPMENT PROJECTIONS

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

Figure A13: Townwide Development Projections Summary

	2018	2019	2020	2021	2022	2023	2028	10-Year
	Base Yr	1	2	3	4	5	10	Increase
POPULATION								
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	14,229	3,331
Total Year-Round	27,297	27,630	27,963	28,297	28,630	28,963	30,629	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,684	1,101
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	35,313	4,433
HOUSING UNITS								
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	7,464	1,750
Multi-Family	817	842	868	893	918	943	1,068	250
Total Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	8,532	2,000
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000 SF)								
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302
ANNUAL INCREASE								
	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year	
	1	2	3	4	5	10	Average	
Year-Round Population	333	333	333	333	333	333	333	
Peak Population	446	443	443	443	443	443	443	
Total Housing Units	200	200	200	200	200	200	200	
Total Employment	276	286	296	307	382	472	372	
Total Nonres. Floor Area	97	100	104	107	134	165	130	

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

APPENDIX B: ARIZONA REVISED STATUTES

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

(Effective January 1, 2012)

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

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

1. Development fees shall result in a beneficial use to the development.
2. The municipality shall calculate the development fee based on the infrastructure improvements plan adopted pursuant to this section.
3. The development fee shall not exceed a proportionate share of the cost of necessary public services, based on service units, needed to provide necessary public services to the development.
4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the service area.
5. Development fees may not be used for any of the following:
 - (a) Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan.
 - (b) Repair, operation or maintenance of existing or new necessary public services or facility expansions.
 - (c) Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.
 - (d) Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development.
 - (e) Administrative, maintenance or operating costs of the municipality.
6. Any development for which a development fee has been paid is entitled to the use and benefit of the services for which the fee was imposed and is entitled to receive immediate service from any existing facility with available capacity to serve the new service units if the available capacity has not been reserved or pledged in connection with the construction or financing of the facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The land use assumptions and infrastructure improvements plan shall be approved or disapproved within sixty days after the public hearing on the land use assumptions and infrastructure improvements plan and at least thirty days before the public hearing on the report required by subsection C of this section. A municipality shall not adopt an ordinance, order or resolution approving the land use assumptions or infrastructure improvements plan as an emergency measure.
2. An infrastructure improvements plan shall be developed by qualified professionals using generally accepted engineering and planning practices pursuant to subsection E of this section.
3. A municipality shall update the land use assumptions and infrastructure improvements plan at least every five years. The initial five year period begins on the day the infrastructure improvements plan is adopted. The municipality shall review and evaluate its current land use assumptions and shall cause an update of the infrastructure improvements plan to be prepared pursuant to this section.

4. Within sixty days after completion of the updated land use assumptions and infrastructure improvements plan, the municipality shall schedule and provide notice of a public hearing to discuss and review the update and shall determine whether to amend the assumptions and plan.
5. A municipality shall hold a public hearing to discuss the proposed amendments to the land use assumptions, the infrastructure improvements plan or the development fee. The land use assumptions and the infrastructure improvements plan, including the amount of any proposed changes to the development fee per service unit, shall be made available to the public on or before the date of the first publication of the notice of the hearing on the amendments.
6. The notice and hearing procedures prescribed in paragraph 1 of this subsection apply to a hearing on the amendment of land use assumptions, an infrastructure improvement plan or a development fee. Within sixty days after the date of the public hearing on the amendments, a municipality shall approve or disapprove the amendments to the land use assumptions, infrastructure improvements plan or development fee. A municipality shall not adopt an ordinance, order or resolution approving the amended land use assumptions, infrastructure improvements plan or development fee as an emergency measure.
7. The advisory committee established under subsection G of this section shall file its written comments on any proposed or updated land use assumptions, infrastructure improvements plan and development fees before the fifth business day before the date of the public hearing on the proposed or updated assumptions, plan and fees.
8. If, at the time an update as prescribed in paragraph 3 of this subsection is required, the municipality determines that no changes to the land use assumptions, infrastructure improvements plan or development fees are needed, the municipality may as an alternative to the updating requirements of this subsection publish notice of its determination on its website and include the following:
 - (a) A statement that the municipality has determined that no change to the land use assumptions, infrastructure improvements plan or development fee is necessary.
 - (b) A description and map of the service area in which an update has been determined to be unnecessary.
 - (c) A statement that by a specified date, which shall be at least sixty days after the date of publication of the first notice, a person may make a written request to the municipality requesting that the land use assumptions, infrastructure improvements plan or development fee be updated.
 - (d) A statement identifying the person or entity to whom the written request for an update should be sent.
9. If, by the date specified pursuant to paragraph 8 of this subsection, a person requests in writing that the land use assumptions, infrastructure improvements plan or development fee be updated,

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

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

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

1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

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

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

G. A municipality shall do one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The amount assessed by the municipality for each type of development fee.
2. The balance of each fund maintained for each type of development fee assessed as of the beginning and end of the fiscal year.
3. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year.
4. The amount of development fee monies used to repay:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T. For the purposes of this section:

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

2. "Development" means:

(a) The subdivision of land.

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

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

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

4. "Final approval" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX C – FORECAST OF REVENUES

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

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

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

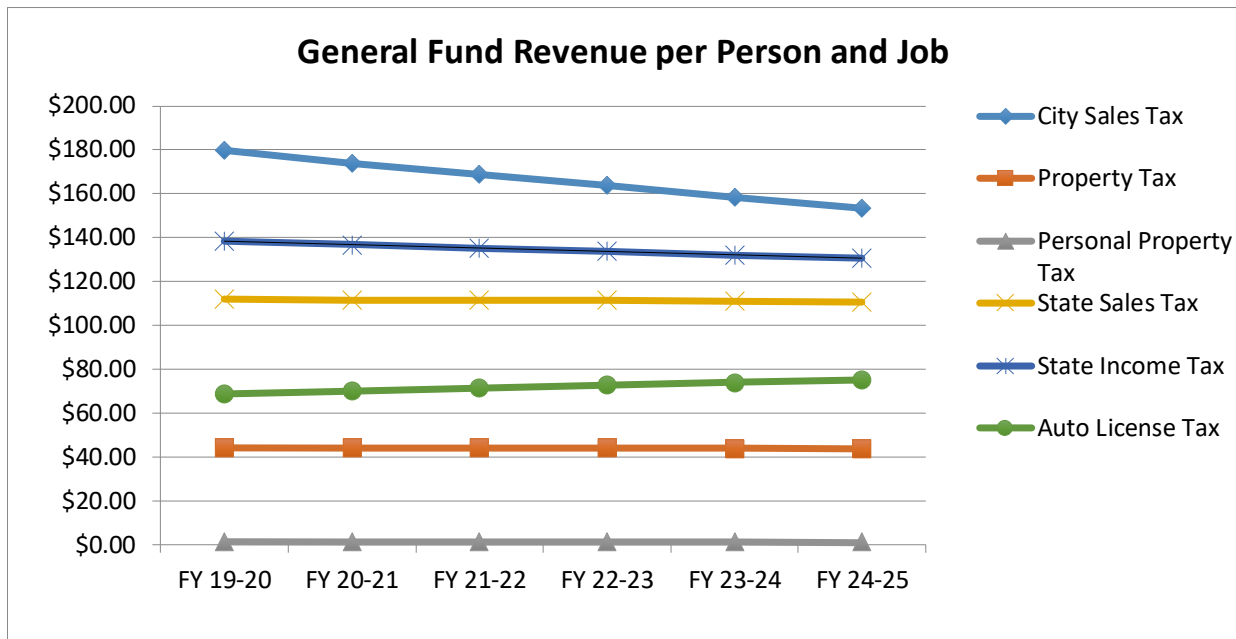
Florence does not have a higher than normal construction excise tax rate, so the required offset described above is not applicable. The required forecast of non-development fee revenue that might be used for growth-related capital costs is shown in Figure C1. General Fund revenues are highlighted in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

Figure C1 – Five-Year Revenue Projections

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

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

Figure C2 – Graph of General Fund Revenues



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

Figure C3 – Graph of Street Fund Revenue

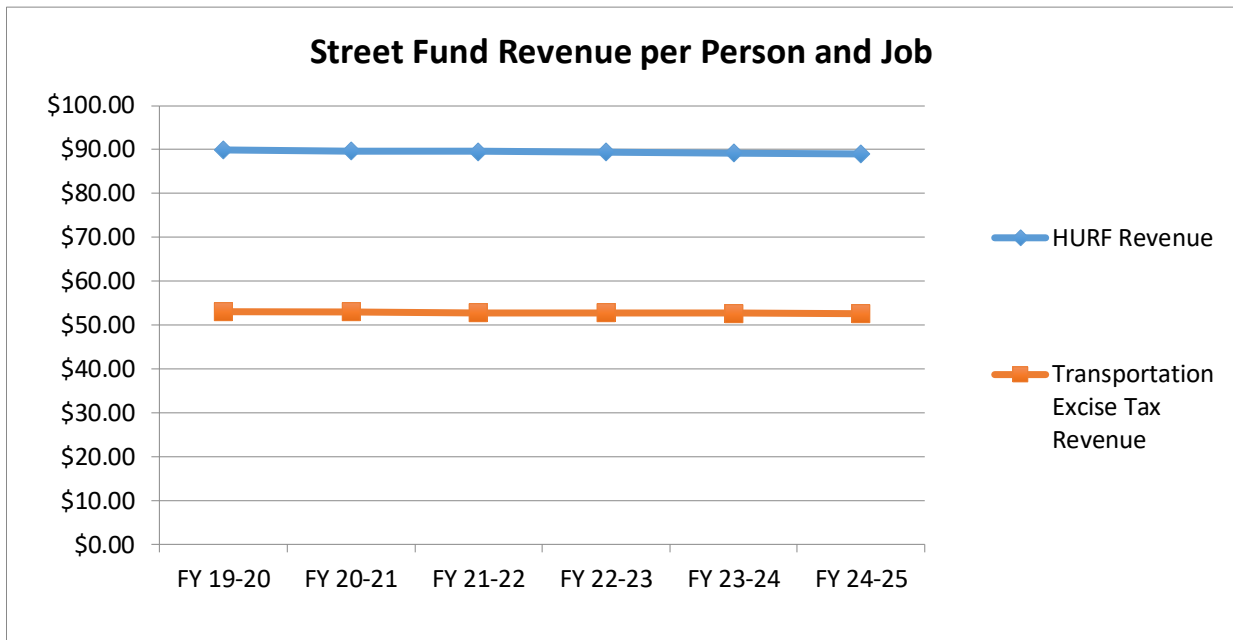
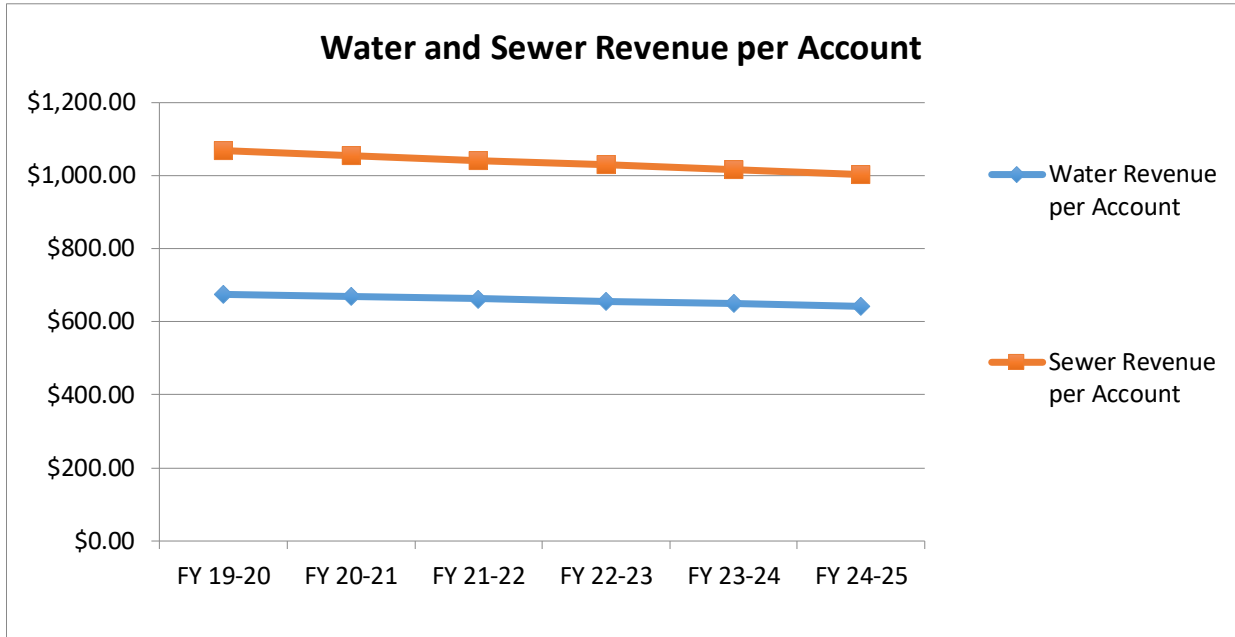


Figure C3 indicates that forecasted water and sewer revenue is likely to decrease per account over time.

Figure C3 – Graph of Utility Fund Revenue



APPENDIX C: IMPLEMENTATION AND ADMINISTRATION

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

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

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

RESIDENTIAL DEVELOPMENT

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

Single-Family:

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

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

Multi-Family:

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

NONRESIDENTIAL DEVELOPMENT

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

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

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

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



Land Use Assumptions, IIP and Development Fees

Town of Florence, AZ

March 18, 2019





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	Maricopa
Avondale	Nogales
Buckeye	Payson
Camp Verde	Pinetop-Lakeside
Casa Grande	Queen Creek
Coolidge	Safford
Dewey-Humboldt	Sedona
Eloy	Sierra Vista
Flagstaff	Surprise
Florence	Tucson
Gilbert	Yuma
Glendale	
Goodyear	

■ Three integrated products

- » Land Use Assumptions (at least 10 years and approved by elected officials)
- » Infrastructure Improvements Plan (IIP) limited to 10 years (no build out analysis)
- » Development Fees part of broader revenue strategy

■ Based on same Level-of-Service (LOS) provided to existing development

■ Limitations on Necessary Public Services

- » 3,000 square feet recreational facilities
- » No regional training facilities for public safety

■ Refunds can be requested if improvements are not built



Legal and Methodology

- One-time payment for growth-related infrastructure, usually collected at the time buildings permits are issued
- Can't be used for operations, maintenance, or replacement
- Not a tax but more like a contractual arrangement to build infrastructure, with three requirements
 - » Need (system improvements, not project-level improvements)
 - » Benefit
 - Short range expenditures
 - Geographic service areas and/or benefit districts
- Proportionate



Summary of LUA

■ Population increase

- » Year round: 3,331
- » Seasonal: 1,101

■ Housing unit increase

- » Single family: 1,750 units
- » Multifamily: 250 units

■ Nonresidential development increase

- » 3,719 jobs
- » 1.3 million square feet

Parks and Recreation Facilities

The image features a dark blue background. In the upper left corner, the text "Parks and Recreation Facilities" is written in white, bold, sans-serif font. A white curved line starts from the bottom left and arcs towards the top right, separating the text area from a large area with a teal-to-green gradient that fills the bottom and right portions of the image.



Methodology and Components

- Consumption-based approach
- Townwide service area
- Components
 - » Park and open space land
 - » Park improvements

Projected Demand (IIP)

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Land	Residential	0.0083	Acres	\$10,000 per Acre
	Nonresidential	0.0007		
Improvements	Residential	0.060	Units	\$11,765 per Unit
	Nonresidential	0.005		

Need for Park Infrastructure					
	Year	Peak HH Population	Jobs	Acres	Improvements
Base	2018	14,480	7,626	125	908
Year 1	2019	14,926	7,902	128	936
Year 2	2020	15,369	8,188	132	964
Year 3	2021	15,812	8,484	136	992
Year 4	2022	16,255	8,791	140	1,020
Year 5	2023	16,698	9,172	144	1,049
Year 6	2024	17,141	9,571	148	1,077
Year 7	2025	17,584	9,987	152	1,106
Year 8	2026	18,027	10,420	156	1,135
Year 9	2027	18,470	10,873	160	1,164
Year 10	2028	18,913	11,345	164	1,193
Ten-Yr Increase		4,433	3,719	39	285
			Growth-Related Expenditures =>	\$390,208	\$3,347,543
			Total Growth-Related Expenditures		\$3,737,751

Proposed Parks Development Fee

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</i>
Park Land	\$82.55	\$6.53
Park Improvements	\$708.21	\$56.03
Development Fee Study	\$7.19	\$0.43
TOTAL	\$797.95	\$62.99

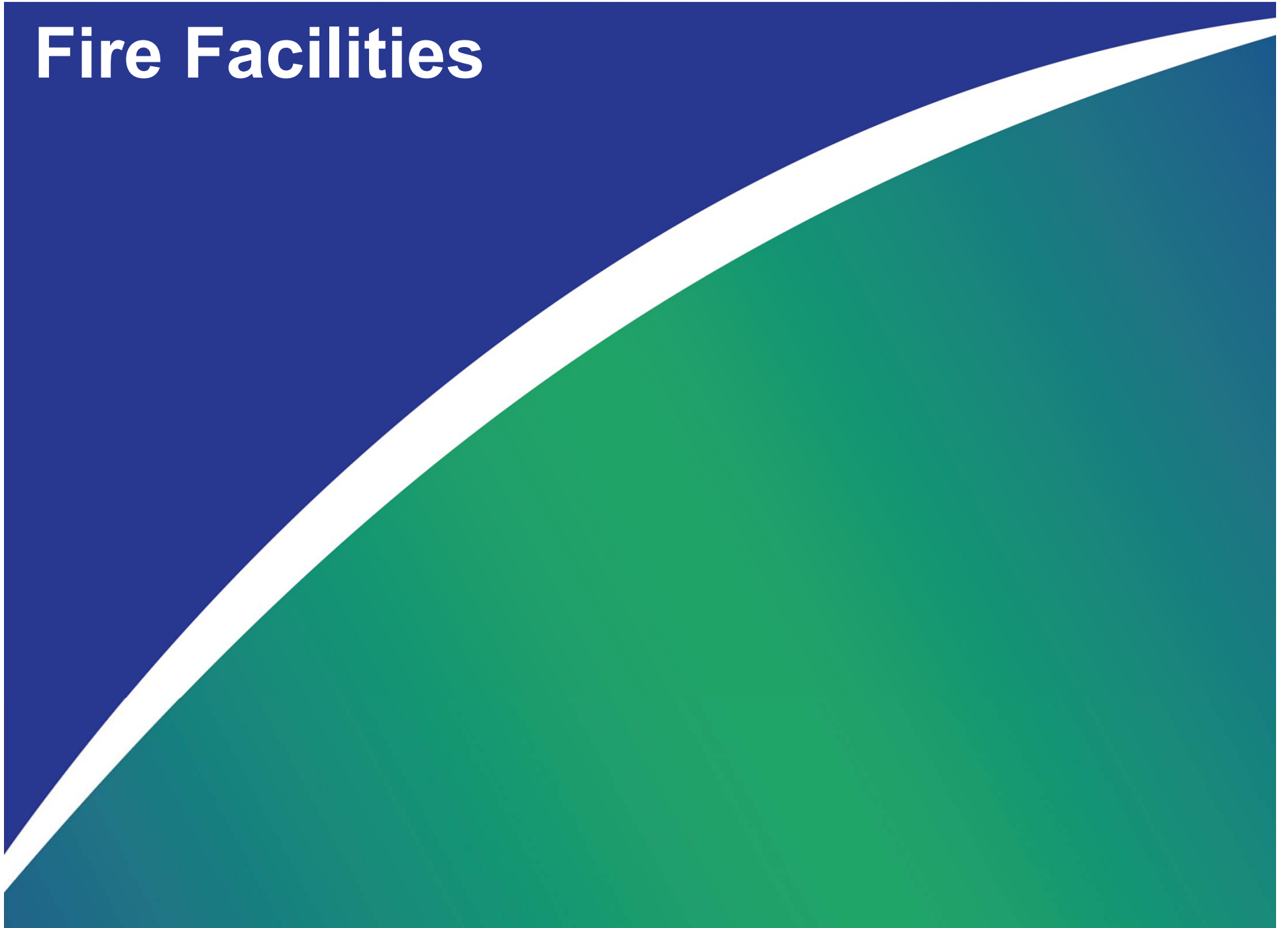
Residential (per unit)

<i>Development Type</i>	<i>Persons per Household</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Single-Family	2.42	\$1,934	\$1,417	\$517
Multifamily	1.80	\$1,437	\$1,148	\$289

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Commercial/Retail	2.34	\$0.15	\$0.17	(\$0.02)
Office/Institutional	2.97	\$0.19	\$0.20	(\$0.01)
Industrial/Flex	1.63	\$0.10	\$0.13	(\$0.03)

Fire Facilities





Methodology and Components

- Consumption-based approach
- Townwide service area
- Credit for existing debt
- Components
 - » Station square footage
 - » Apparatus

Projected Demand

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

\$292 per SF

\$459,583 per Vehicle

Need for Fire Infrastructure					
	Year	Peak HH Population	Jobs	Facilities (SF)	Vehicles
Base	2018	14,480	7,626	24,300	11
Year 1	2019	14,926	7,902	25,085	11
Year 2	2020	15,369	8,188	25,875	12
Year 3	2021	15,812	8,484	26,675	12
Year 4	2022	16,255	8,791	27,484	12
Year 5	2023	16,698	9,172	28,359	13
Year 6	2024	17,141	9,571	29,250	13
Year 7	2025	17,584	9,987	30,156	14
Year 8	2026	18,027	10,420	31,078	14
Year 9	2027	18,470	10,873	32,017	14
Year 10	2028	18,913	11,345	32,974	15
Ten-Yr Increase		4,433	3,719	8,674	4
Growth-Related Expenditures =>				\$2,529,907	\$1,804,548
Total Growth-Related Expenditures				\$4,334,455	

Proposed Fire Development Fee

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</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)
TOTAL	\$393.98	\$296.39

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</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

Police Facilities





Methodology and Components

- Consumption-based approach
- Townwide service area
- Components
 - » Police space
 - » Police vehicles

Projected Demand (IIP)

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

\$292 per SF

\$47,744 per Vehicle

Need for Police Infrastructure					
	Year	Peak HH Population	Trip Ends	Facilities (SF)	Vehicles
Base	2018	14,480	14,830	14,016	43
Year 1	2019	14,926	15,366	14,469	44
Year 2	2020	15,369	15,922	14,925	46
Year 3	2021	15,812	16,498	15,386	47
Year 4	2022	16,255	17,095	15,852	49
Year 5	2023	16,698	17,837	16,357	50
Year 6	2024	17,141	18,612	16,871	52
Year 7	2025	17,584	19,420	17,394	53
Year 8	2026	18,027	20,264	17,926	55
Year 9	2027	18,470	21,144	18,467	57
Year 10	2028	18,913	22,063	19,019	58
Ten-Yr Increase		4,433	7,233	5,003	15
				\$1,460,893	\$732,825
				Total Growth-Related Expenditures	
				\$2,193,718	

Proposed Police Development Fee

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

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

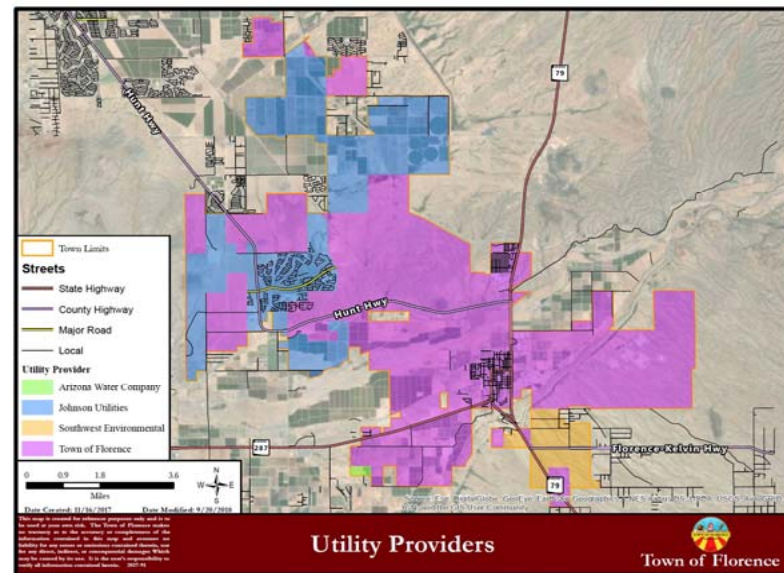
<i>Development Type</i>	<i>Trips per 1,000 Sq. Ft.</i>	<i>Trip Rate Adjustment</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Commercial/Retail	37.75	33%	\$1.46	\$0.44	\$1.03
Office/Institutional	9.74	50%	\$0.57	\$0.40	\$0.17
Industrial/Flex	4.96	50%	\$0.29	\$0.13	\$0.16

Water Facilities

The graphic features a dark blue background at the top. A white curved line starts from the left edge and curves upwards towards the right. Below this line is a large green area that also curves upwards from left to right, creating a shape reminiscent of a water drop or a stylized landscape. The green area has a slight gradient, being darker at the bottom and lighter at the top.

Methodology and Components

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



Water IIP

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

Ten-Year Increase in Gallons of Peak Demand per Day => 1,241,411

Cost per Gallon of Demand => \$1.19

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
North Florence Storage Tank			\$1,250,000				\$1,250,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$0	\$1,250,000

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

Cost per Gallon of Capacity => \$1.25

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

Gallons of Capacity per Day => 1,440,000

Cost per Gallon of Capacity => \$1.91

Proposed Water Development Fee

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

All Development (per meter)

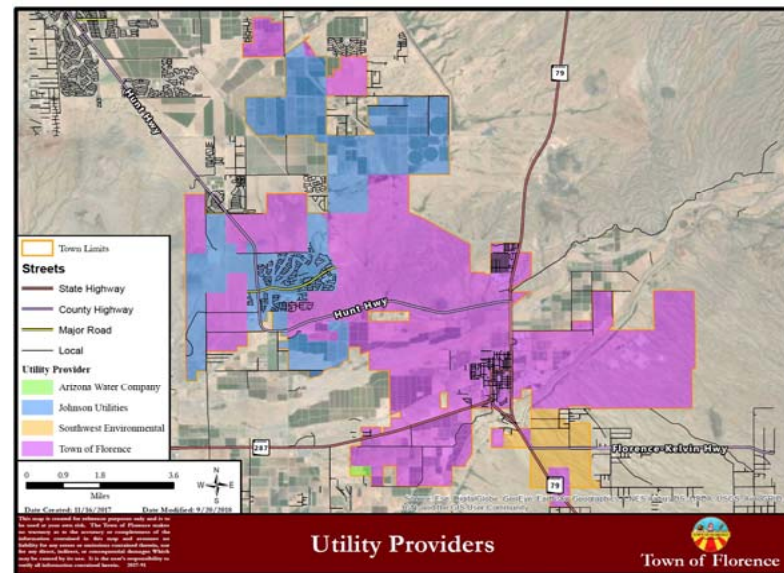
<i>Meter Size (inches)</i>	<i>Meter Type</i>	<i>Capacity Ratio</i>	<i>Proposed Water Fee</i>	<i>Current Fee</i>	<i>\$ Change</i>
0.625	Displacement	1.00	\$1,065	\$1,980	(\$915)
0.75	Displacement	1.50	\$1,597	\$4,950	(\$3,353)
1.00	Displacement	2.50	\$2,662	\$4,950	(\$2,288)
1.50	Displacement	5.00	\$5,324	\$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

The image features a dark blue background. In the upper left corner, the text "Wastewater Facilities" is written in a bold, white, sans-serif font. A thick white curved line starts from the bottom left and arcs towards the top right. Below this line is a large area with a vertical gradient, transitioning from a teal color on the left to a green color on the right.

Methodology and Components

- Plan-based approach
- Florence utility service area
- Credit for future debt service
- Components
 - » Collection system
 - » Wastewater treatment



Wastewater IIP

Description	Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
West Main extension Adamsville to Dobson Property (36 inch)							\$600,000	\$600,000
South Sewer Main Extensions 287/SR79 (12 inch)							\$1,000,000	\$1,000,000
Lift Station at Hunt Highway & SR79				\$40,000	\$330,000			\$370,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,970,000

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

Cost per Gallon of Demand => \$2.12

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

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 Gallon of 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 Wastewater Fee</i>	<i>Current 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

Street Facilities

The image features a dark blue background. In the upper left corner, the text "Street Facilities" is written in a white, bold, sans-serif font. A white curved line starts near the bottom left and arcs towards the top right, separating the dark blue area from a large area with a teal-to-green gradient. The gradient is darkest at the bottom and becomes lighter as it moves towards the top right.



Methodology and Components

- Hybrid consumption/plan-based approach
- Townwide 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
				101.7		\$1,105,582	\$112,437,700

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)

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

Nonresidential (per square foot)

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

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

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

Proposed vs. Existing Fees

Residential (per unit)

Type	Police	Fire and Rescue	Parks and Open Space	Roads	Proposed Fee	Current Fee	Difference
Single-Family	\$754	\$955	\$1,934	\$2,250	\$5,892	\$5,027	\$865
Multi-Family	\$560	\$710	\$1,437	\$1,560	\$4,267	\$3,696	\$571

Nonresidential (per 1,000 square feet)


Type	Police	Fire and Rescue	Parks and Open Space	Roads	Proposed Fee	Current Fee	Difference
Commercial/Retail	\$1,465	\$694	\$148	\$3,900	\$6,206	\$5,423	\$783
Industrial	\$292	\$482	\$102	\$850	\$1,726	\$464	\$1,262
Office/Other Services	\$292	\$880	\$187	\$1,680	\$3,038	\$2,937	\$101

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

Fee Comparison for SF Units

Single-Family Fees per Unit									
<i>Jurisdiction</i>	<i>Total</i>	<i>Parks</i>	<i>Police</i>	<i>Fire</i>	<i>Streets</i>	<i>Water</i>	<i>Sewer</i>	<i>Gen. Govt.</i>	<i>Library</i>
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
Coolidge*	\$7,012	\$1,168	\$0	\$426	\$3,235	\$0	\$2,183	\$0	\$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
Florence*	\$9,357	\$1,934	\$754	\$955	\$2,250	\$1,065	\$2,400	\$0	\$0
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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: March 18, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer SUBJECT: Ordinance No. 671-19: Rezoning from Neighborhood Office (NO) to Highway Business (B-2) for 470 South Main Street (PZ-19-15) Public Hearing		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <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		

RECOMMENDED MOTION/ACTION:

On March 18, 2019: Public Hearing to receive citizen’s comments on rezoning from Neighborhood Office (NO) to Highway Business (B-2) for 470 South Main Street, APN 202-09-0010; and first reading of Ordinance No. 671-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE LOCATED AT 470 SOUTH MAIN STREET, APN 202-09-0010 (PZ-19-15). .

April 1, 2019, Second reading and possible adoption of Ordinance No. 671-19: rezoning from Neighborhood Office (NO) to Highway Business (B-2) for 470 South Main Street, APN 202-09-0010

OVERVIEW:

The property owner is desirous of establishing zoning on his property that is better suited to the existing use and to the orientation of the property to the ‘business route’ designation of Highway 79/South Main Street. The existing structure contains three suites; one of which is currently occupied by a barber shop. The reaming two suites are available for lease.

The Town 2020 General Plan shows Land Use categories as non-site specific, allowing flexibility of underlying zoning. The subject parcel is generally designated as Downtown Mixed Use (DMU) in the General Plan. The DMU designation is primarily intended to

assist with the revitalization of older areas and to provide for a mix of highway-oriented retail goods and commercial services for commuters, workers and residents.

Analysis:

The proposed rezoning site consists of one parcel. It is situated fronting Main Street, also known as Business Loop State Route 79. The lot is currently zoned Neighborhood Office (NO). The properties in immediately adjacent to the subject parcel are zoned as follows:

- North across 20th Street – Highway Business Commercial (B-2)
- East across Main Street – Highway Business Commercial(B-2)
- South – Neighborhood Office (NO)
- West across the alley – Single-Family Residential (R1-6) (Note that this property is owned by the Town of Florence and contains the historic Florence Water Tower.)



FINDINGS:

Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan, specifically the Downtown Mixed Use (DMU) designation.

2. The proposed zoning and development of the site should facilitate ongoing revitalization and redevelopment efforts along Main Street and Business Loop State Route 79 Corridor.

PUBLIC PARTICIPATION:

A notice for the Planning and Zoning Commission and Town Council Public Hearings was mailed to all property owners within three hundred (300) feet of the site. Property posting for notice of public hearings was posted on site and advertisements in the local paper per Town requirements. Under Arizona Revised Statutes, Title 9, Section-462.04 and Town of Florence Development Code, a public hearing is required for a Zone Change.

A Citizen Participation meeting was held on February 28 at the Town of Florence Community Development Building at 224 West 20th Street. Staff notes that as of this writing, no public comments have been received.

The tentative Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

March 7, 2019	Planning and Zoning Public Hearing
March 18, 2019	Town Council Public Hearing and 1 st Reading
April 1, 2019	Town Council Public Hearing and Action

All public hearings will be held at Town Hall Council Chambers – 775 North Main Street, Florence, Arizona 85132.

FINANCIAL IMPACT:

Approval of the rezoning request will broaden the scope of potential sales tax producing uses available to be placed on the property.

RECOMMENDATION:

The Planning and Zoning Commission finds that the proposed Zone Change for APN (PZ-15-17-ZC) is in compliance with the Town’s 2020 General Plan and therefore recommends that a favorable recommendation be forwarded to the Town Council for this Zone Change, subject to the following conditions:

1. The development of the subject site shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the blank waiver attached hereto as Exhibit B.
3. Any additional conditions deemed necessary by the Planning and Zoning Commission.

ATTACHMENTS:

- Ordinance No. 671-19
- Exhibit "A"
- Staff Report
- Power Point Presentation

ORDINANCE NO. 671-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE LOCATED AT 470 SOUTH MAIN STREET, APN 202-09-0010 (PZ-19-15).

WHEREAS, a request to change the existing zoning on the subject properties from Neighborhood Office (NO) to Highway Business (B-2) has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the Zone Change is in conformance with the 2020 Town's General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, a favorable recommendation for the Zone Change, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the recommended Zone Change has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

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

The Zoning Map of Florence Arizona is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBIT A attached hereto, from Neighborhood Office (NO) to Highway Business Commercial (B-2), subject to the following conditions:

1. The development of the subject site, as described in Exhibit A attached, shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this 1st day of April 2019.

Tara Walter, Mayor

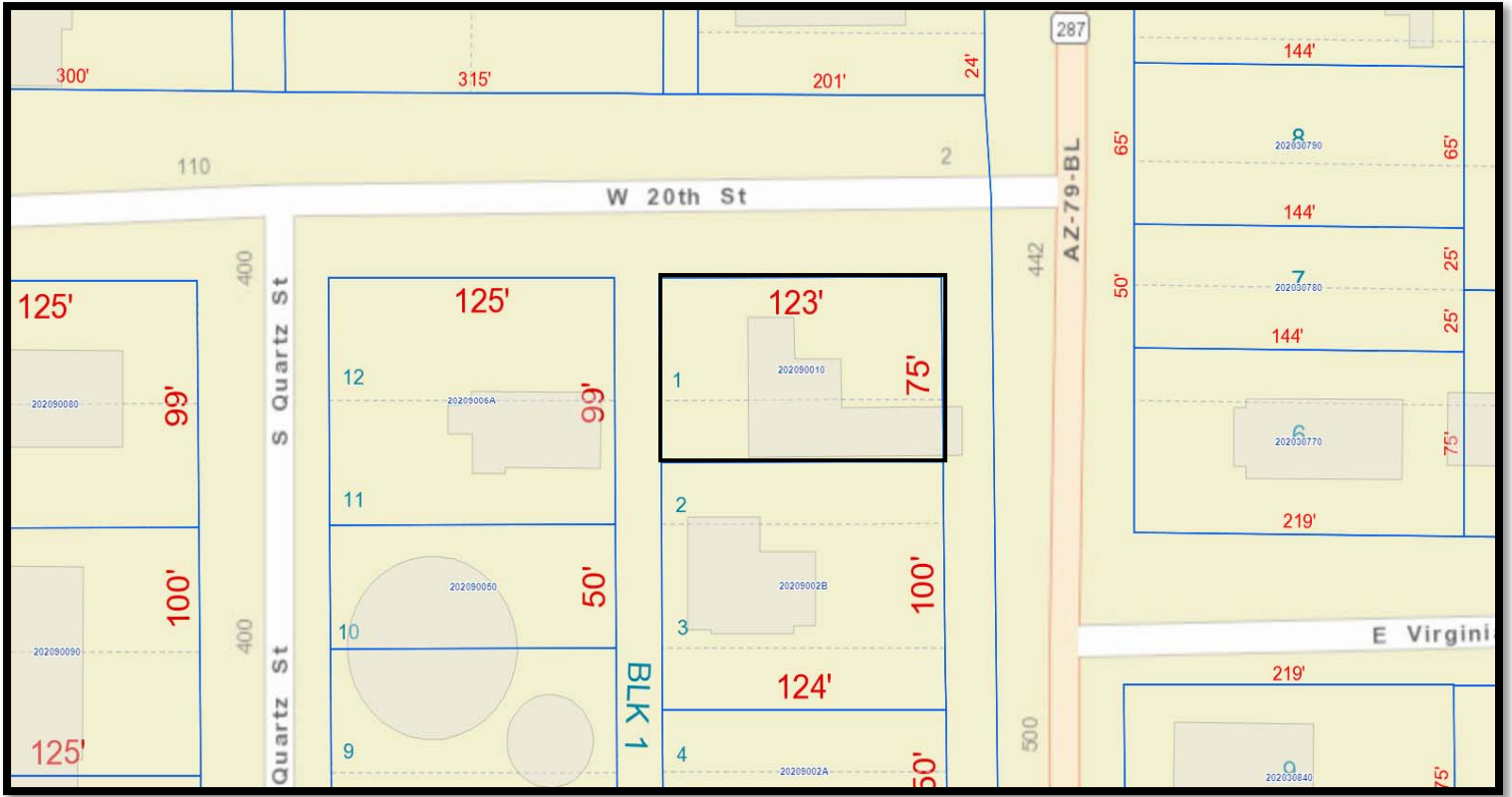
ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

EXHIBIT A



470 South Main Street, APN 202-09-0010 (PZ-19-15)

Changing the zoning classification of the parcels of land depicted on Exhibit A from Neighborhood Office (NO) to Highway Business (B-2).



**Planning and Zoning Commission
Staff Report**

March 7, 2019
Agenda Item 5A

Project Name: Celaya Zone Change
PZ-19-15

Prepared By: Larry Harmer
Community Development Director

REQUEST:

A Zone Change request by Alfred Celaya to change the zoning on approximately .21 acres, located at the southwest corner of Main Street and 2th Street, from Neighborhood Office (NO) to Highway Business Commercial Zoning District (B-2). (APN 202-09-0010).

BACKGROUND:

The property owner is desirous of establishing zoning on his property that is better suited to the existing use and to the orientation of the property to the 'business route' designation of Highway 79/South Main Street. The existing structure contains three suites; one of which is currently occupied by a barber shop. The reaming two suites are available for lease.

The Town 2020 General Plan shows Land Use categories as non-site specific, allowing flexibility of underlying zoning. The subject parcel is generally designated as Downtown Mixed Use (DMU) in the General Plan. The DMU designation is primarily intended to assist with the revitalization of older areas and to provide for a mix of highway-oriented retail goods and commercial services for commuters, workers and residents.

ANALYSIS:

The proposed rezoning site consists of one parcel. It is situated fronting Main Street, also known as Business Loop State Route 79. The lot is currently zoned Neighborhood Office (NO). The properties in immediately adjacent to the subject parcel are zoned as follows:

- North across 20th Street – Highway Business Commercial (B-2)
- East across Main Street – Highway Business Commercial(B-2)

- South – Neighborhood Office (NO)
- West across the alley – Single-Family Residential (R1-6) (Note that this property is owned by the Town of Florence and contains the historic Florence Water Tower.)



FINDINGS:

Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan, specifically the Downtown Mixed Use (DMU) designation.
2. The proposed zoning and development of the site should facilitate ongoing revitalization and redevelopment efforts along Main Street and Business Loop State Route 79 Corridor.

PUBLIC PARTICIPATION:

A notice for the Planning and Zoning Commission public hearing was mailed to all property owners within three hundred (300) feet of the site. Property posting for notice of public hearings was posted on site and advertisements in the local paper per Town requirements. Under Arizona Revised Statutes, Title 9, Section-462.04 and Town of Florence Development Code, a public hearing is required for a Zone Change.

A Citizen Participation meeting was held on February 28 at the Town of Florence Community Development Building at 224 West 20th Street.

Staff notes that as of this writing, no public comments have been received.

The tentative Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

March 7, 2019	Planning and Zoning Public Hearing
March 18, 2019	Town Council Public Hearing and 1 st Reading
April 1, 2019	Town Council and 2 nd Reading/Action

All public hearings will be held at Town Hall Council Chambers – 775 North Main Street, Florence, Arizona 85132.

STAFF RECOMMENDATION:

Staff finds that the proposed Zone Change for APN (PZ-15-17-ZC) is in compliance with the Town’s 2020 General Plan and therefore recommends that the Planning and Zoning Commission forward to the Town Council a favorable recommendation for this Zone Change, subject to the following conditions:

1. The development of the subject site shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. §12-1134] pursuant to the blank waiver attached hereto as Exhibit B.
3. Any additional conditions deemed necessary by the Planning and Zoning Commission.

Attachments:

- Draft Ordinance
- Exhibit “A”

March 18, 2019

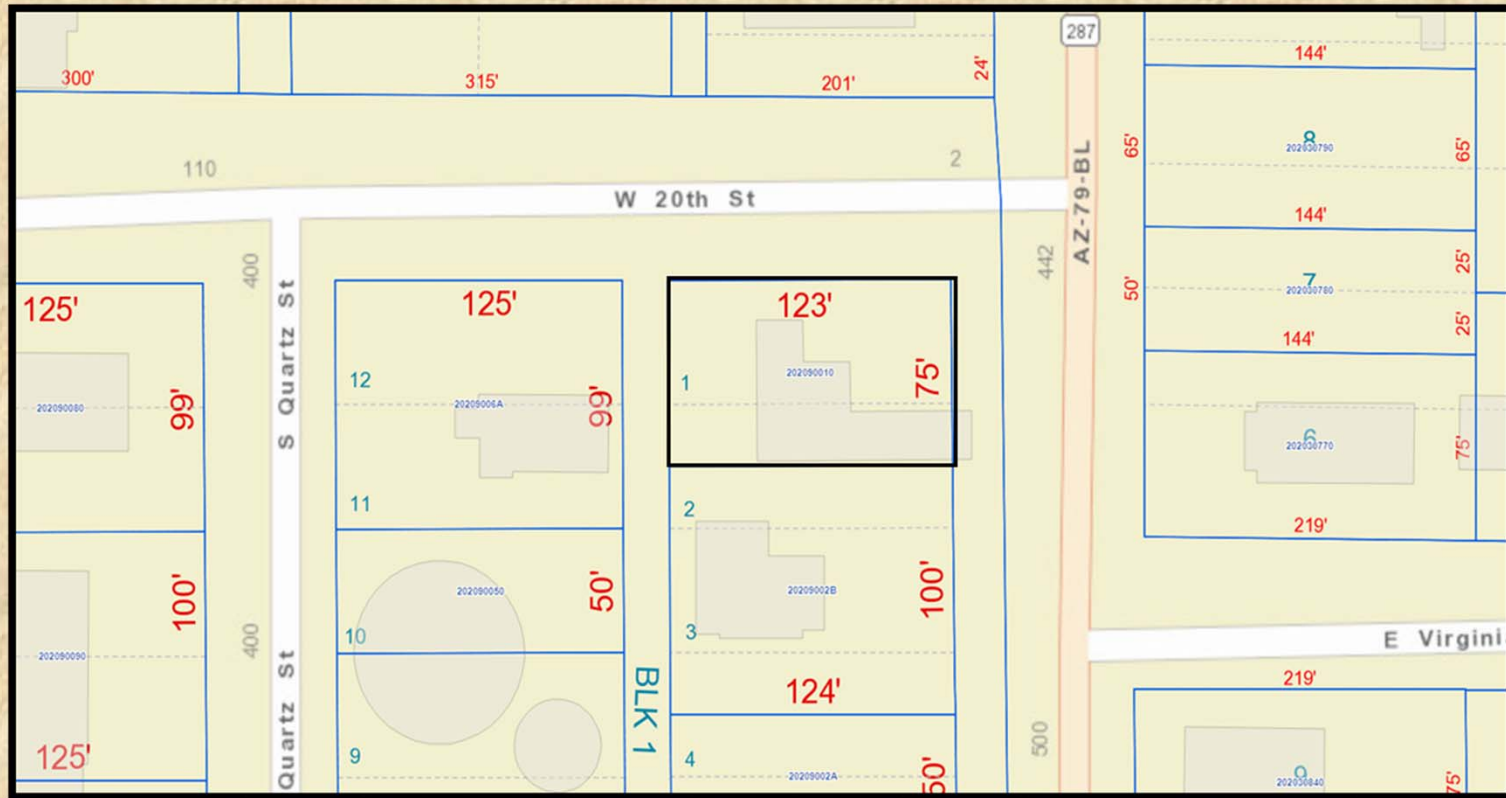
Town of Florence Council

**Celaya Zone Change
PZ-19-15**

Case PZ-19-15 Rezoning

- Property located at 470 S. Main Street
- APN# 202-09-0010
- Rezone from Neighborhood Office (NO) to Highway Business Commercial (B-2)
- .21 acres

Exhibit A





Public Outreach

Forms of outreach:

- Mailed notice to those within 300 ft.
- Advertisement posted in local newspaper
- Public Notice sign on site
- Citizen Review Meeting February 28, 2019
- Planning and Zoning Commission Public Hearing March 7, 2019

Findings

Proposed rezoning is consistent with the
2020 General Plan


Rezoning should facilitate ongoing
revitalization and redevelopment along Main
Street

Recommendation

The Planning and Zoning Commission recommends approval subject to conditions:

- The development of the subject site shall be in conformance to any applicable Town Code and Ordinances.
- Property owners agree to waive claims for diminution in value pursuant to Proposition 207.
- Any Additional conditions deemed necessary by the Town Council.

Questions?

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6c.
MEETING DATE: March 18, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Public Hearing and action on a Bingo Application received by Sun City Anthem at Merrill Ranch		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Public Hearing on an application received from Leslie Bentley, Sun City Anthem at Merrill Ranch for a Class A Bingo License, located at 3925 N. Sun City Boulevard, Florence, Arizona, and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Ms. Leslie Bentley, Sun City Anthem at Merrill Ranch submitted an application for a Class A Bingo License with the Arizona Department of Revenue, to the Clerk’s Office on March 6, 2019.

The Town Clerk’s Office is required to hold a public hearing within 45 days upon receipt of the application. The public hearing will be held at the March 18, 2019 Town Council meeting.

Bingo is legal in the State of Arizona for recreational purposes or to allow certain types of nonprofit organizations to generate funds to support their activities. Special laws govern the way bingo is to be conducted. These laws are enforced by the Arizona Department of Revenue Bingo Section. Failure to comply with bingo laws and rules could lead to the loss of the license to conduct games.

A VOTE OF NO WOULD MEAN:

A no vote would mean that Sun City Anthem at Merrill Ranch would not be able to have bingo events.

A VOTE OF YES WOULD MEAN:

A yes vote would mean that Sun City Anthem at Merrill Ranch would be able to have bingo events.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Application

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting bingo games, you must renew your license prior to the expiration date.

1 Applicant's Name Sun City Anthem @ Merrill Ranch		
2a Mailing Address 3925 N. Sun City Blvd.		
2b City Florence	State AZ	ZIP Code 85132
3a Administrative Office Location 3925 N. Sun City Blvd.		
3b City Florence	State AZ	ZIP Code 85132
4a Name of Contact Person Leslie Bentley	4b Telephone No. (520) 723-6612	
4c E-mail Address leslie.bentley@oursuncityamr.net	4c Fax No. (520) 723-1367	

Falsification of information contained in this application constitutes a Class 6 felony.	
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.	
88	
81 PM	80 RCVD

5 Class B and Class C license applicants only: If applying as a qualified organization, *check one box* to indicate the type of organization:

- | | | | |
|-------------------------------------|--|---|--|
| <input type="checkbox"/> Charitable | <input type="checkbox"/> Social | <input type="checkbox"/> Religious | <input type="checkbox"/> Veterans |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Volunteer Fire Department | <input type="checkbox"/> Homeowners Association | <input type="checkbox"/> Nonprofit Ambulance Service |

6 Class B and Class C license applicants only applying as a qualified organization, *provide parent or auxiliary information:*

6a Parent Name	6b Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

7 Class B and Class C license applicants only applying as a qualified organization, *provide the date the organization was established in Arizona:* MM/DD/YYYY

8 Class B and Class C license applicants only applying as a qualified organization, *list the current officers of the organization:*

8a Name	8b Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
8c Name	8d Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 2 →

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.				
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Class A License	<input type="checkbox"/> Class B License	<input type="checkbox"/> Class C License
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Applicant's Name (as shown on page 1)

Sun City Anthem @ Merrill Ranch

APPLICATION FOR BINGO LICENSE

15 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

15a Name Doug Aita	15b Name
15c Name Linda Cline	15d Name
15e Name	15f Name
15g Name	15h Name

16 Street address of the physical location where bingo will be played:

3925 N. Sun City Blvd. Florence, AZ 85132

17 Indicate the time on each respective day that bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.
<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	4:30 <input checked="" type="checkbox"/> p.m.

18 List dates of proposed game cancellation if any:

19 Indicate the type of premises where bingo will be played. Check one box:

- a Neither rent nor mortgage will be paid from bingo funds.
- b Rented or leased. Attach rental affidavit and copy of rental agreement.

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

- c Owned solely by the organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

- d Owned jointly with other organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

Continued on page 4 →

20 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

20a Name	20b Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

21 Expected bingo expenses:

a Mortgage: \$_____ per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: \$_____ per month hour occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

c Janitorial Services: \$_____ per month hour occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

d Accounting Services: \$_____ per month hour occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

e Security Services: \$_____ per month hour occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: \$80.00 per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Amazon	P.O. Box 81226
Telephone number (with area code)	City State ZIP Code
(877) 490-8238	Seattle WA 98108-1226

Line 21 continues on page 5 →

Applicant's Name (as shown on page 1)
Sun City Anthem @ Merrill Ranch

APPLICATION FOR BINGO LICENSE

21 Expected Bingo Expenses, continued...

g Maximum prize payout per occasion: \$_____. *Attach game schedule that lists individual prize amounts.*

Paid to		Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)		City	State	ZIP Code

h Utility Expenses:

Electric (payable to)		Address – Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount	City	State	ZIP Code
	\$			

Gas (payable to)		Address – Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount	City	State	ZIP Code
	\$			

Water (payable to)		Address – Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount	City	State	ZIP Code
	\$			

Trash Removal (payable to)		Address – Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount	City	State	ZIP Code
	\$			

22 Briefly state the specific projected use of net proceeds from games of bingo:

All proceeds will go back to residents playing except for \$80 expense money.

I, Leslie Bentley, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

Leslie Bentley 3/6/19 Lifestyle Director
APPLICANT'S SIGNATURE DATE TITLE

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

(602) 716-7801

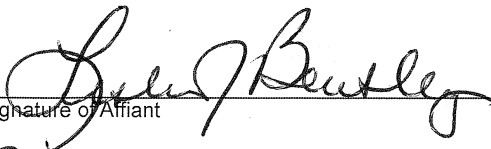
This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name Sun City Anthem @ Merrill Ranch		License Number
Position (check the appropriate boxes): <input checked="" type="checkbox"/> Manager <input checked="" type="checkbox"/> Supervisor <input type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. <div style="border: 1px solid black; padding: 5px; width: 40px; margin: 5px auto;">88</div> <div style="border: 1px solid black; padding: 5px; width: 40px; margin: 5px auto;">81</div> PM <div style="border: 1px solid black; padding: 5px; width: 40px; margin: 5px auto;">80</div> RCVD
Affiant's Name Leslie Bentley		
Social Security Number [REDACTED]	Date of Birth [REDACTED]	
Address 3925 N. Sun City Blvd.		
City Florence	State AZ	
Home Phone No. (with area code) (623) 693-6658	Work Phone No. (with area code) (520) 723-6612	

If licensee is a qualified organization, complete the following section:

Member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization MMDDYYYY
Officers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", list license number(s):	

I, Leslie Bentley AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.



 Signature of Affiant

3-6-2019

 Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name <i>San City Antlem @ Merrill Karch</i>	License Number
Position (check the appropriate boxes): <input type="checkbox"/> Manager <input type="checkbox"/> Supervisor <input checked="" type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant	REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88

Affiant's Name <i>DIANE AITA</i>		
Social Security Number [REDACTED]	Date of Birth [REDACTED]	
Address <i>6733 W. PATRIOT WAY</i>		
City <i>FLORENCE</i>	State <i>AZ</i>	ZIP Code <i>85132</i>
Home Phone No. (with area code) <i>406-570-1164</i>	Work Phone No. (with area code)	
81 PM	80 RCVD	

If licensee is a qualified organization, complete the following section:

Member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization MM/DD/YYYY
Officers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", list license number(s):	


I, *DIANE AITA* AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Diane Aita
Signature of Affiant

2/15/19
Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

(602) 716-7801

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6d.
MEETING DATE: March 18, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: PowerTalk 21® Day Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim April 21, 2019 as PowerTalk 21® Day.

BACKGROUND/DISCUSSION:

Teen alcohol use kills more than 4,700 people each year – more than all illicit drugs combined; but you can be part of the solution by bringing much needed awareness to this issue.

Every conversation is a chance to save a life – a son or daughter, mother or father, or friend and family member. This April, Mothers Against Drunk Driving (MADD) Arizona will be hosting Power of Parents workshops across the state to empower parents to talk early and talk often with children about the dangers of underage drinking and to never ride with a drinking driver.

It's my hope that you will join MADD to help make PowerTalk 21 a success by issuing a proclamation showing your support. It will be used in conjunction with other proclamations to show that Arizona is united in keeping our children and our communities safe from the dangers of underage drinking and other drug use.

Jason Frazier, Executive Director, Mothers Against Drunk Driving Southern Arizona Affiliate Office, will be present to receive the proclamation.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Proclamation

Proclamation

POWERTALK 21[®] DAY

APRIL 21, 2019

WHEREAS the Town of Florence, Arizona, recognizes the importance of parents talking with their children about alcohol in order to reduce the risks and dangers posed to children and communities; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

WHEREAS, 27 percent of middle school students try alcohol before graduating from 8th grade, significantly increasing the risk that they will develop alcohol problems later in life; and

WHEREAS, teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined; and

WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and

WHEREAS, *PowerTalk 21[®] day*, started by Mothers Against Drunk Driving[®] (MADD) in 2011, is established on April 21st, to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, to equip parents to talk with their teens about alcohol, MADD Arizona, throughout the month of April 2019, will host Power of Parents[®] workshops to give parents the tools to effectively talk with their children about alcohol to protect them; and


WHEREAS, I urge all citizens to join in the local and national efforts to raise awareness of the importance of parents and children talking together about alcohol to reduce the risks and dangers posed to children and communities; and

NOW THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, do hereby proclaim April 21, 2019 to be: **PowerTalk 21[®] Day**.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6e.
MEETING DATE: March 18, 2019 DEPARTMENT: Police/Fire STAFF PRESENTER: Chief Hughes, Police Department & Chief Strayer, Fire Department SUBJECT: Presentation on Florence alerts and public emergency notifications		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

This is not an action item.

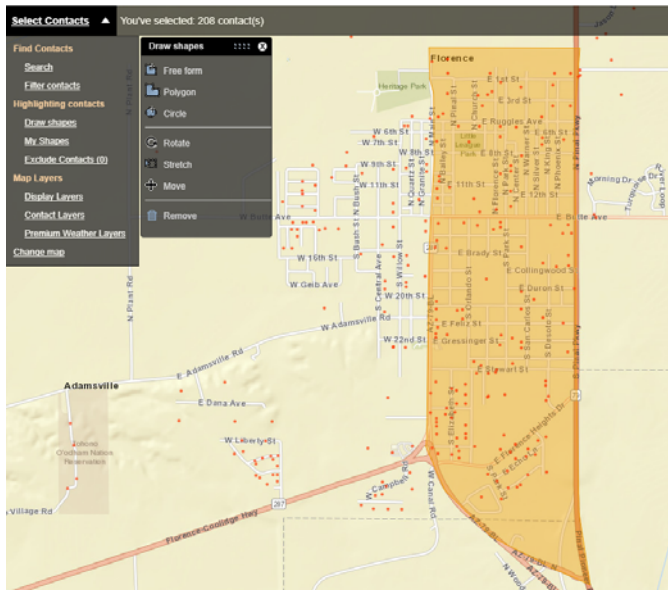
BACKGROUND/DISCUSSION:

For the past couple of years, Staff has worked alongside the Pinal County Emergency Management Department to deploy a modern notification system, capable of sending alerts to our residents and businesses in the existence of an emergency. The Town Council signed an Intergovernmental Agreement with Pinal County, in February 2018, thereby providing the Town with access to the County Regional Mass Notification System. Since that time, Town Staff has met with County Emergency Management staff to understand the capacities of the system, receive training, and begin deployment. The Town is now prepared to begin using the technology throughout the community.

The system chosen by the County is called “Everbridge.” Everbridge is a robust platform that allows emergency managers, dispatchers, and communications specialists to send out mass alerts to residents, businesses, and users that may be affected by an emergency. A collection of names and contact numbers is already in the database (totaling about 2700 users Town-wide). These contacts have been gleaned from a combination of public records (like yellow pages or white pages) and users that have registered on the Everbridge website.

Alerts can be narrowed to be sent out to those users within a specific area (e.g., when a water break affects only one zone of our downtown water users, it may be wise to send

that notification to only those residents/businesses/users within that one zone (see Example 1, below)).



Ex. 1 – A Water Outage Notification could be sent out to all users East of Main St.

Alerts can also be broader and can be sent to all users within the Town limits. These types of notices might include instances where an event, service, or incident may have Town-wide impacts (e.g., the closure of Hunt Highway or SR-79).

While the above approaches rely on registered users, there is an ability for the Town to broadcast an emergency alert to all cell phones within a chosen geographic boundary. This type of broadcast faces different levels of clearance and would only be prudently used in the case of an emergency that could threaten life safety.

Everbridge is a valuable tool for Staff, as it ensures that a maximum amount of people can be informed about an event in the most efficient way possible. This allows our crews to work on solving problems, instead of answering phone calls.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

None



Everbridge (Pinal County PENS)

Emergency Alerts and Notifications

March 18, 2019

Signing Up for Notifications

- Tinyurl.com/FlorenceAlerts



A screenshot of the Pinal Emergency Notification System (PENS) website. The page title is "Pinal Emergency Notification System (PENS)". The main content area contains a paragraph explaining the system and a link to "Stay informed, sign up today!". Below this is a "Login to your account" form with fields for "Username" and "Password", a "Keep me signed in" checkbox, and a "Login" button. A blue arrow points to the "Sign up" link at the bottom of the form. The website header includes "PINAL COUNTY ARIZONA WSPN" and "Powered by everbridge". The navigation menu includes "Login", "Sign up", "Notifications", "Events", "Overview", and "FAQs".



Sign-Up Process



Sign up

Creating a profile takes just a few minutes. Remember your username and password so you can log in and change your information at any time.

* Username	<input type="text" value="FlorenceTest"/> <small>Usernames must be a minimum of 4 acceptable characters. Acceptable characters are: uppercase and lowercase letters, numbers, period, dash (-), underscore (_), and at symbol (@). No other characters or symbols are permitted at this time.</small>
* First Name	<input type="text" value="Florence"/>
* Last Name	<input type="text" value="Test"/>
* Password	<input type="password" value="••••••••"/> <small>Password must be at least 8 characters long and contain at least one letter and one number. Special characters are limited to: ! @ # \$ % ^ & * ().</small>
* Confirm Password	<input type="password" value="••••••••"/>
* Security Question	<input type="text" value="What is your maternal grandmother's maiden name?"/>
* Answer	<input type="text" value="Smith"/>
* Registration Email	<input type="text" value=""/>

I accept the [Terms of Use](#)

[Create Your Account >](#)



Change Notification Priority



Select Language ▼
Powered by Google Translate

Please complete all registration pages to receive accurate notifications.

Profile ▶ Locations ▶ Subscriptions ▶ Information ▶ Review ▶

My Profile

* First Name

* Last Name

Middle Initial

Suffix

* Registration Email

Time Zone

Here's how to contact me. (Complete at least 1)

Move up or down to change the order.

<input checked="" type="checkbox"/> 1	TEXT#1 (10 Digit #)	<input type="text" value="United States"/>	<input type="text" value="(201) 555-0123"/>
<input type="checkbox"/> 2	TEXT#2 (10 Digit #)	<input type="text" value="United States"/>	<input type="text" value="(201) 555-0123"/>
<input type="checkbox"/> 3	Personal E-mail	<input type="text" value="benjaminbitter@florenceaz.gov"/>	
<input type="checkbox"/> 4	Business E-mail	<input type="text" value="email@email.com"/>	
<input type="checkbox"/> 5	Mobile Phone #1	<input type="text" value="United States"/>	<input type="text" value="(201) 555-0123"/>
<input type="checkbox"/> 6	Mobile Phone #2	<input type="text" value="United States"/>	<input type="text" value="(201) 555-0123"/>

Use as-is



Add Important Locations



Please complete all registration pages to receive accurate notifications.

Profile > **Locations** > Subscriptions > Information > Review

My Locations

We will use the location information you provide to inform you about events taking place in your area.

Add a Location

* Location Name	<input type="text" value="Work (Town Hall)"/>
* Country	<input style="border: none; border-bottom: 1px solid #ccc;" type="text" value="United States"/>
* Address	<input type="text" value="775 N. Main St."/>
Apt/Suite/Unit	<input type="text"/>
City	<input type="text" value="Florence"/>
State/Province	<input style="border: none; border-bottom: 1px solid #ccc;" type="text" value="Arizona"/>
Postal Code	<input style="border: 1px solid #ccc;" type="text" value="85132"/>

Verify This Address



Make Sure Location is Accurate

Verify Your Location ✕

[? Help & Answers](#)

Work (Town Hall)

You entered: 775 N. Main St., Florence, Arizona, 85132, United States

We found a few possible matches, does any of these look right?

- A - 775 N Main St, Florence, AZ 85132 United States
- None of these looks right**
- Show us - drag the pin to your location**

Map Satellite

Current Location ✕

You entered: 775 N. Main St., Florence, Arizona, 85132, United States
Latitude: 33.03883990600461
Longitude: -111.387249417791

[Drag pin to change location](#)

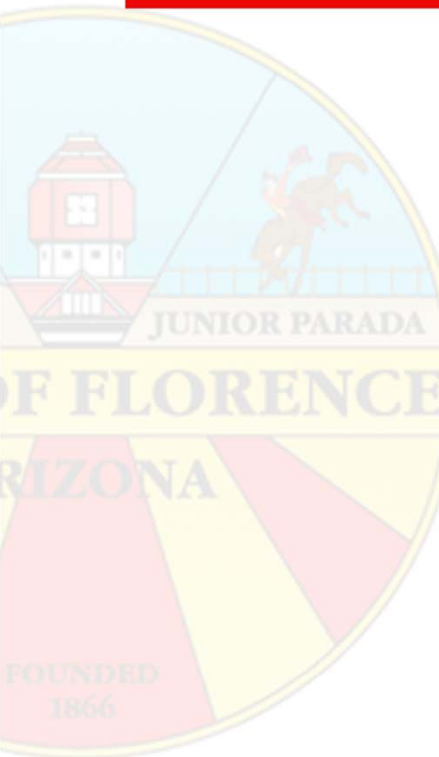
Magistrate Court

N Main St

1st Street West 1st Street

Map data ©2019 Google [Terms of Use](#) [Report a map error](#)

[This is my Location](#) [Cancel](#)





Select Florence Alerts

Please complete all registration pages to receive accurate notifications.

Select Language
Powered by Google Translate

Profile > Locations > Subscriptions > Information > Review

My Subscriptions

Choose what you want to be informed about.

Alert Subscriptions

Town of Florence

General Information (1)

Transportation (2)

Road Construction

Traffic Alerts

Utility Alerts (1)

Water & Sewer

Pinal County

City of Coolidge

Community Information

Weather Alerts

Save & Continue >



You're All Set!



- Profile
- Locations
- Subscriptions
- Information
- Review

View Language
Powered by Google Translate

Review the information you entered

You will be able to edit it any time.

My Profile [Edit](#)

Username: FlorenceTest
First Name: Florence
Last Name: Test
Registration Email: Youremailhere @florenceaz.gov

TEXT#1 (10 Digit #): [\(520\) 867-5309](tel:5208675309)
Personal E-mail: Youremailhere @florenceaz.gov

My Locations [Edit](#)

Work (Town Hall): 775 N. Main St.

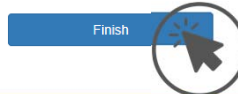
My Information [Edit](#)

My Subscriptions [Edit](#)

Alert Subscriptions

- Town of Florence > General Information**
 - General Information
- Town of Florence > Transportation**
 - Road Construction
 - Traffic Alerts
- Town of Florence > Utility Alerts**
 - Water & Sewer
- Pinal County > Notifications**
 - Emergency Alerts

2 Weather Alerts






• Tinyurl.com/FlorenceAlerts

- Staff will begin promoting this on facebook, in utility bills, and at Town Hall.
- We will continue to train staff to use the system, knowing there will be a learning curve as everything is set up.

Questions?



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: March 18, 2019 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Addendum Two to modify Silver King Market Place Lease Agreement with Sharon Grier, owner of What's Upstairs		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <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:

A motion to approve the Addendum Two Modification of the Lease Agreement, dated June 1, 2017, between the Town of Florence and Sharon Grier, owner of What's Upstairs.

BACKGROUND/DISCUSSION:

Sharon Grier, owner of What's Upstairs, is a holdover tenant in Silver King Market Place Suite 202 with a month-to-month lease. Addendum Two modifies the Lease Agreement in Section 3. Extensions and Section 18. Defaults and Remedies in the following manner:

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.
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

SILVER KING MARKET PLACE LEASE AGREEMENT

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

SHARON GRIER,
a married woman on her own behalf

DATE: As of June 1, 2017

SILVER KING MARKET PLACE LEASE AGREEMENT

This Silver King Market Place Lease Agreement (this "Lease") is made and entered into as of the 1st day of June, 2017 by Town of Florence, an Arizona municipal corporation, hereinafter called "Landlord", and Sharon Grier, a married woman on her own behalf, 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 1,300 square feet to Tenant of the premises located at 440 N. Main Street, Suite 202, 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 202, which is located at the north end of the building in which the Premises are located (the "Building") on the second floor.

Tenant shall also have access to the west 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 west 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.

2. TERM

The Lease term shall begin on the **1st day of June, 2017** and end on the **31st day of December, 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 **31st day of December 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 twenty five dollars (\$325.00)** 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 fifth 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 percent (10%) per annum from the date due (i.e., the first day of each month) until paid.

5. GOVERNMENT PROPERTY LEASE EXCISE TAX

Tenant shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206 failure by Tenant to pay any such tax after notice and an opportunity to cure is an event of default that could result in divesting the Tenant of any interest in or right of occupancy of the Leased Premises.

6. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum of **three hundred twenty five dollars (\$325.00)** 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.

7. 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 a home décor consignment shop 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.

8. 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 Landlord's Property Lease Policy, both as promulgated by Town from time to time.

9. 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.

10. 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.]

11. 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.

12. 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 for the monthly payment of this Lease or the first of the month, whichever comes first. If the utilities payment is not received by the due date then a late fee of \$25.00 will be added to Tenant's account and the past-due amount shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. 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.

13. SIGNAGE

A. Exterior Signs. Tenant may purchase and Landlord will install 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.

14. 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.

15. 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 Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees or for others within or utilizing the Building.

16. 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.

17. 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 designated by Landlord as Additional Insured(s).

(v) Landlord reserves the right to amend the requirements herein at any time during the Lease subject to at least 30 days written notice. Coverage provided by the Tenant shall not be limited to the liability assumed under the Indemnification provision of this Lease. To the extent permitted by law, Tenant waives all rights of subrogation or similar rights against Landlord. Landlord reserves the right to require complete copies of all insurance policies required by this Lease at any time. Failure to maintain the insurance

policies required by this Lease, or to provide evidence of renewal, is a material breach of contract.

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.

18. 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) calendar 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) calendar 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 of 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.

19. 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.

20. 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.

21. 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.

22. 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:

Sharon Grier
Seconds Please... On Main
P. O. Box 169
Florence, AZ 85132

23. 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.

24. CANCELLATION OF AGREEMENT

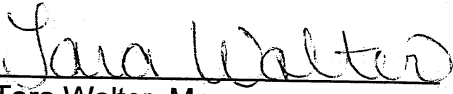
Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Lease is subject to cancellation by Landlord if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of 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.

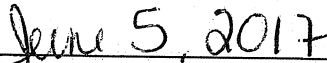
{BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON PAGE FOLLOWING}

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

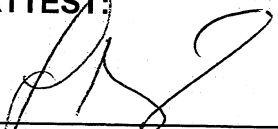
LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

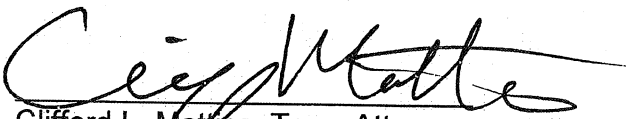

Tara Walter, Mayor


Date

ATTEST:


Lisa Garcia, Town Clerk

APPROVED AS TO FORM:


Clifford L. Matice, Town Attorney

TENANT:

Sharon Grier, a married woman on her own behalf

By: Sharon Grier

Its: Owner

Date: June 20, 2017

STATE OF ARIZONA)
) ss.
County of Pinal)

On this 20 day of June, 2017, before me, the undersigned Notary Public, personally appeared Sharon Grier, **the owner of Seconds Please...On Main**, 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

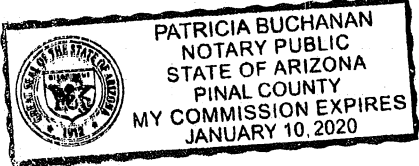


EXHIBIT A

Business Description

Seconds please... on Main is an eclectic consignment collection of all facets of home goods for indoors and outdoors that includes vintage and antique pieces. Examples of inventory include kitchenware (tablecloths, aprons, cookbooks, pots and pans, kitchen décor, vintage utensils, etc.); home goods (lamps, accent chairs and tables, artwork, ottomans, and drapery); vintage items (sewing machines, trunks, etc.); outdoor furniture (tables, chairs, umbrellas, gardening items, etc.); and entertaining items for indoors and outdoors. Items are hand selected and each consignment is based on the needs and requests of our customers. This guarantees a diverse range of product choices in all price ranges and styles. We truly have something for everyone.

EXHIBIT B

[PLACE HOLDER FOR ALL PERMANENT TENANT IMPROVEMENTS]

Addendum One to Extend Initial Term on Lease Agreement
Dated June 1, 2017

This Addendum One is made and entered into as of November 6, 2017 to the Lease Agreement dated June 1, 2017, by and between the Town of Florence, Arizona "Landlord" and Sharon Grier, a married woman on her own behalf "Tenant".

This Addendum One is intended to and shall modify Paragraph 2. Term of said Lease Agreement, by extending the Initial Term to the 30th day of September, 2018.

This Addendum One is intended to and shall modify Paragraph 3. Extensions of said Lease Agreement, by changing the lease end date to the 30th day of September, 2018.

Any term or provision of the Lease Agreement which applies to Paragraph 2. Term and Paragraph 3. Extension shall also apply to this Addendum One. This Addendum One shall be attached to and incorporated into the Lease Agreement as though fully set forth therein.

Paragraph 2. Term

The Lease term shall begin on the **1st day of June, 2017**, and end on the **30th day of September, 2018** (the "Initial Term"). Landlord shall use its best 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.

Paragraph 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, 2018** (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.

Applicability of Lease. Except as amended hereby, the Lease Agreement shall remain in full force and effect.

[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

November 6, 2017
Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia
Lisa Garcia, Town Clerk

Clifford Mattice
Clifford Mattice, Town Attorney

LESSEE:

Sharon Grier, a married woman on her own behalf

By: Sharon Grier

Its: owner

Date: Nov 15, 2017

Addendum Two to Modify Lease Agreement Dated June 1, 2017

This Addendum Two is made and entered into with an effective date of March 1, 2019 to the Silver King Market Place Lease Agreement dated June 1, 2017, Addendum One dated November 6, 2017 (the "Lease Agreement") by and between the Town of Florence, Arizona (the "Landlord") and Sharon Grier, a married woman on her own behalf (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 18. Defaults and Remedies of the Lease Agreement;

Any term or provision of the Lease Agreement which applies to Section 3. Extensions, Section 18. 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 Mattice, Town Attorney


LESSEE:

Sharon Grier, a married woman on her own behalf

By: _____

Its: _____

Date: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: March 18, 2019 DEPARTMENT: Community Development STAFF PRESENTER: James Allen, Building Official SUBJECT: Extension of Colibryn's Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Ratification of an existing professional services contract with Colibryn for permit specialist support and training, updating the contract amount not to exceed \$35,000.

BACKGROUND/DISCUSSION:

On December 3, 2018, the Town Manager entered into a contract with Colibryn for permit services in an amount not to exceed \$24,000. Since that time, the Building Safety Division has requested to continue to contract Colibryn's services and encumber an additional \$10,000, which requires the Town Council to ratify the original contract.

With the absence of experienced staff, Colibryn's assistance has been vital in the utilization and expansion of the software usage to promote faster permitting times which has resulted in providing better customer service. The limited extension of Colibryn's services will expedite the new employee procedural training and usage of the software involved with the permitting process.

A VOTE OF NO WOULD MEAN:

The contact would not be ratified, and the contract amount would remain \$24,999.

A VOTE OF YES WOULD MEAN:

The contract would be ratified to allow for expenditure up to \$35,000. New staff will have more time transfer knowledge and train with Colibryn. This opportunity would promote a better foundation of knowledge for the staff to become more effective in a shorter time frame. This supports a positive, and consistent customer service level within the Community Development Department.

FINANCIAL IMPACT:

The Professional services allocation in Community development's current budget will cover the amount not to exceed \$35,000.00.

ATTACHMENTS:

Contract



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the 3 day of December, 2018, by and between THE TOWN OF FLORENCE COMMUNITY DEVELOPMENT, hereinafter called COMMUNITY DEVELOPMENT, and COLIBRYN, hereinafter called CONSULTANT.

COMMUNITY DEVELOPMENT engages the CONSULTANT the following services:

SECTION I – SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to the standards of COMMUNITY DEVELOPMENT and in accordance with the degree of care and skill, which a professional plan reviewer employed in the State of Arizona would exercise under similar conditions:

- A. The CONSULTANT shall perform the services described in Exhibit A, which is attached hereto and incorporated herein by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the TOWN OF FLORENCE through its staff that it may provide from time to time.

SECTION II – PERIOD OF SERVICE

The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by COMMUNITY DEVELOPMENT. CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control.

SECTION III – CONSULTANT'S COMPENSATION

CONSULTANT shall submit an invoice each month to COMMUNITY DEVELOPMENT for each plan review completed in accordance with the Schedule of Fees set forth in Exhibit B, and Exhibit C which is attached hereto and incorporated herein by reference. Each invoice shall include a description of the services performed, the date on which the services were performed, the number of hours spent, and by whom, and a description of any reimbursable expenditures. COMMUNITY DEVELOPMENT shall make payments to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice. When payments made by COMMUNITY DEVELOPMENT equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by COMMUNITY DEVELOPMENT. The phrase "final work" shall mean the second or final review of the same plan and shall be construed to be "accepted by

COMMUNITY DEVELOPMENT” when the permit applicant has been notified of the results of the review(s). This notification will trigger the remaining 10% payment to be released to Consultant.

SECTION IV – RESPONSIBILITIES OF COMMUNITY DEVELOPMENT

- A. COMMUNITY DEVELOPMENT shall send plans to CONSULTANT for review.
- B. COMMUNITY DEVELOPMENT shall provide CONSULTANT with a digital copy of pertinent code amendments; schedules; maps; snow, wind, and soil information; valuation schedules or tables; and any forms necessary for the plan review process.
- C. COMMUNITY DEVELOPMENT and CONSULTANT shall meet before commencement of plan review services after the execution of this contract. This meeting is intended to be a one-time meeting for the purpose of discussing general plan review procedures and not for the discussion of any specific plan. At that time, COMMUNITY DEVELOPMENT will provide CONSULTANT with any additional information regarding the review of building plans. COMMUNITY DEVELOPMENT will, if needed, provide CONSULTANT with any changes or clarifications to policies or ordinances that may impact the reviewing of plans. This will be without an increase in fees charged by CONSULTANT.

SECTION V – OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including but not limited to plans, studies, schedules, maps, tables, and any forms necessary for the COMMUNITY DEVELOPMENT plan review process, and other related products which are prepared in the performance of this contract are to be and remain the property of COMMUNITY DEVELOPMENT.

SECTION VI – NOT A JOINT VENTURE

This Agreement is not intended to be and shall not be construed to create a joint venture, partnership, or other employment relationship between the parties, or any one party and the employees of the other party. Neither party shall be responsible for any debt or obligation of the other party including (without limitation) the other party’s obligation to withhold Social Security or to pay income taxes for itself or its employees.

SECTION VII – INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to COMMUNITY DEVELOPMENT. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-. Use of alternative insurers requires prior approval from the COMMUNITY DEVELOPMENT.

A. **General Clauses**

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and in some cases Professional Liability required by this contract, shall name COMMUNITY DEVELOPMENT, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any insurance coverage carried by COMMUNITY DEVELOPMENT or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of COMMUNITY DEVELOPMENT.
3. **Primary Coverage.** The CONSULTANT's insurance shall be primary insurance as respects COMMUNITY DEVELOPMENT and any insurance or self-insurance maintained by COMMUNITY DEVELOPMENT shall be in excess of the CONSULTANT'S insurance and shall not contribute to it.
4. **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect COMMUNITY DEVELOPMENT.
5. **Waiver.** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against COMMUNITY DEVELOPMENT, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.
6. **Deductible/Retention.** The policies may provide coverage, which contain deductibles or self-insured's retentions. Such deductible and/or self-insured's retentions shall not be applicable with respect to the coverage provided to COMMUNITY DEVELOPMENT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and COMMUNITY DEVELOPMENT may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. **Certificates of Insurance.** Prior to commencing services under this Contract, CONSULTANT shall furnish COMMUNITY DEVELOPMENT with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and

effect. Such certificates shall identify this Contract number and shall provide for not less than forty-five (45) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to COMMUNITY DEVELOPMENT.

B. Workers' Compensation

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 of disease coverage for each employee, and a \$500,000 disease policy limit.

In case services are subcontracted, the CONSULTANT will require the Sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CONSULTANT.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT services. Coverage will be at least as broad as coverage Code 2 "owned auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof).

D. Commercial General Liability

Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence. The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 0001 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (aka "Cross liability" and "separation of insured").

E. **Professional Liability**

The CONSULTANT, retained by COMMUNITY DEVELOPMENT, to provide the services required by the Contract, will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with an unimpaired limit of not less than \$50,000 for each claim and \$300,000 for all claims.

F. **Umbrella/Excess Liability**

Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$1,000,000 per occurrence combined limit Bodily Injury and property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's liability, as required above.

G. **Valuable Papers**

Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in the completion of this contract.

SECTION VIII – CONFLICT OF INTEREST

This contract is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

SECTION IX – LEGAL ARIZONA WORKERS ACT COMPLIANCE (A.R.S. § 41-4401)

The parties warrant that at all times during the term of this contract they will comply with all state and federal immigration laws applicable to the parties, and their employees, and with the requirements of A.R.S. § 23-214(A). The parties shall further ensure that each subcontractor who performs work under this contract will likewise comply with all applicable state and federal immigration laws. Failure to comply with this provision shall constitute a material breach of the contract.

The parties reserve the right to inspect relevant contractor and subcontractor records to verify compliance with the foregoing.

SECTION X – NON-APPROPRIATION

CONSULTANT acknowledges that the TOWN OF FLORENCE is a governmental entity and that contract validity is based upon the availability of public funding. In the event that public

funds are not appropriated for the performance of the TOWN OF FLORENCE'S obligations under this Agreement, then this agreement shall automatically expire without penalty to COMMUNITY DEVELOPMENT thirty (30) days after written notice is sent to CONSULTANT of the non-appropriation of public funds.

SECTION XI – ASSIGNMENT AND SUBCONTRACTING

Neither party to this agreement may assign its rights or responsibilities under this agreement without the written consent of the other party. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of COMMUNITY DEVELOPMENT. If COMMUNITY DEVELOPMENT consents to such subcontract, CONSULTANT shall be fully responsible to COMMUNITY DEVELOPMENT for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between COMMUNITY DEVELOPMENT and subcontractor nor shall it create any obligation on the part of COMMUNITY DEVELOPMENT to pay or to see to the payment of any monies due to any such subcontractor.

SECTION XII – TERMINATION

Either party may terminate upon 15 days written notice to the other party. Notice of termination shall be effective upon actual receipt. Any termination of the agreement shall not relieve the other party of responsibility for costs incurred prior to the effective date of the termination.

SECTION XIII – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT (as “indemnitor”) shall defend, indemnify, and hold harmless COMMUNITY DEVELOPMENT (as “indemnitees”), its officers, officials, employees, agents, volunteers, successors, and assigns (“indemnified group”) for claims, damages, losses, liabilities, and expenses of any nature whatsoever (including, but not limited to, reasonable attorney’s fees, court costs, costs of appellate proceedings, and all claim adjusting and handling expenses) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor’s acts, errors, mistakes or omissions relating to any action or inaction of the Agreement (collectively “Claims”) including, but not limited to, work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person whose acts and liabilities are the obligation of the indemnitor.

If any claim, action or proceeding is brought against the Indemnified Group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the Indemnified Group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, or employees, provided, however, that the

indemnitor shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's passive negligence.

Insurance provisions in this Agreement, if any, are separate and independent from indemnity provisions, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude or enforcement of the other provisions.

The indemnity provisions of this Agreement shall survive the termination of this Agreement.

SECTION XIV – WAIVER

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court in Pinal County.

SECTION XV – INTERPRETATION

The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

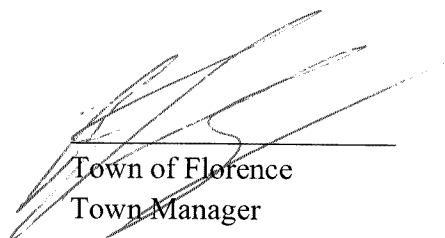
SECTION XVI – ISRAEL BOYCOTT CERTIFICATION

CONSULTANT hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONSULTANT may result in action by the TOWN OF FLORENCE up to and including termination of this Agreement.

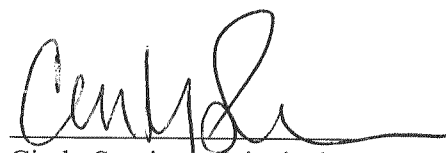
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY:


CONSULTANT:



Town of Florence
Town Manager



Cindy Sessions, Principal
Colibryn



Approved as to Form
Clifford L. Mattice, Florence Town Attorney

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Colibryn Schedule of Charges

EXHIBIT A

SCOPE OF SERVICES

PLAN REVIEW SERVICES

Plan Review: Colibryn will perform plan reviews to cover one or more of the following disciplines: architectural, structural, mechanical, electrical, plumbing, disabled access and energy requirements - all as modified or amended by the jurisdiction, and per the jurisdictions currently adopted building codes. Colibryn will provide a first and second check for each review, and a brief third review based on the attached Schedule of Fees (see Exhibit B). Extensive third reviews (or more) shall be billed on an hourly basis per the rate schedule (see Exhibit C – addendum).

Comment Lists and Plans Delivery: Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. Colibryn will transport plans and comments to Jurisdiction in person, or via email, FAX, and/or reliable overland carrier. Overnight delivery is available at no additional cost. Depending on the Jurisdiction's preferred process, Colibryn will provide plan check comments and perform rechecks directly with the (1) Jurisdiction, or (2) the applicant/designer, returning approved documents to the Jurisdiction after the plan review process is completed.

Turn-Around Schedules: Plan reviews will generally be completed and returned to Jurisdiction within approximately ten (10) working days of the date the plans are received by Colibryn. Other turnaround schedules will be accommodated at request of Jurisdiction. Large, unusually complex plan reviews may require up to a fifteen (15) working days turn-around.

Technical Support: When mutually agreed between the Jurisdiction and Colibryn as vital to project success, Colibryn's staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel *on an as-needed basis*.

INSPECTION SERVICES

Colibryn will provide building inspector(s) as requested by the County. The scope of inspection services to be provided will be defined listed below or as defined uniquely for each project or as determined by Colibryn and the Jurisdiction. Inspector(s) will report directly to the County Building Official or other person designated by the County for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned.

EXHIBIT B

SCHEDULE OF FEES

Building Plan Review Fees

Fees for comprehensive plan reviews, performed at Colibryn's office, will be equal to Seventy-Five percent (75%) of the plan review fees as calculated per the jurisdiction. The TWON OF FLORENCE will provide Colibryn with jurisdiction plan review fees (project-by-project) for use in calculating Colibryn's fees based on 2009 valuation table published by ICC and the 1997 Table 1-A.

The above fee covers all services associated with the typical plan review, including:

- Delivery of design documents to the jurisdiction.
- First, second, and third quick reviews, if necessary, to approve projects
- Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects.

Additional plan reviews (extensive third reviews or more) that may be required will be charged on an hourly rate (per attached Exhibit C – Schedule of Charges).

Partial Plan Reviews for Building Departments

Structural-only plan review fees will be fifty percent (50%) of the plan review fees as calculated per the jurisdiction. Special project fees (e.g., plumbing / mechanical / electrical-only, URM) can be based on a percentage of the plan review fee, hourly rate or other fee methods mutually agreeable to both parties.

Other Potential Fee Types for Building Departments

For projects where percentage fees are not applicable, or for plan review projects requiring services far exceeding the normal expectations, the attached hourly rate listed in Colibryn's Schedule of Charges will be used. (Exhibit C)

Inspection Fees for Building Departments

On-site field inspection related support services are performed on an hourly fee basis as listed in the attached Schedule of Charges (Exhibit C). Overtime hours are assessed at an additional twenty-five percent (25%) of the hourly rate, when mutually agreed upon by the jurisdiction and Colibryn. When requested by the jurisdiction, Colibryn's inspection staff can provide their own transportation to inspection sites, with fees associated to mileage within the jurisdiction charged at the current IRS mileage rates + 15%.

Public Works Support & Inspections

Public Works design, plan review, map checking or field inspection can be supplied on an hourly basis. See the attached Exhibit B for the rates and reimbursable costs associated with this type of work.

Permit Tech

Colibryn will for the month of Dec 2018 and Jan 2019 charge \$55.00 per hr all inclusive (no reimbursable fees charged) with a 4 hr min per day

These rates are effective through January 2019 and may be increased every year thereafter. Overtime will be charged at 150% of the standard hourly rates, with prior authorization from the client. No overtime will be charged without prior authorization.

*** Hours for permit tech in excess of 40 hours (per week) will also be billed as overtime at the rate shown above.*

EXHIBIT C
SCHEDULE OF CHARGES

Personnel Charges – Plan Review and Inspection Services

<u>Personnel Description:</u>	<u>Hourly Billing Rate:</u>
Principal	\$115
Plans Examiner	\$75
Permit Technician	\$55
Clerical Support	\$45
Supervisor of Inspectors	\$110
Senior Inspector/Project Manager	\$90
Inspector II	\$80
Inspector I	\$70
Inspector-In-Training	\$60


These rates are effective through December 31, 2020 and may be increased every year thereafter. Overtime will be charged at 150% of the standard hourly rates, with prior authorization from the client. No overtime will be charged without prior authorization.

Reimbursable Expenses

Reimbursable expenses shall include, but not be limited to, the following:

Mileage	Per current IRS rate
Domestic Travel Per Diem	(\$50/day plus lodging)
Outside Consultants	(at cost plus 15%)
Other Direct Project Expenses	(at cost plus 15%) including:
<ul style="list-style-type: none">• Public transportation, charter, or rental• Printing, graphics, photography, and reproduction• Rental or purchase of special equipment and materials• Long distance telephone and special shipping	

*** Hours for inspections in excess of 40 hours (per week) will also be billed as overtime at the rate shown above. When inspection overtime is requested, (on days when inspector has not already performed inspections on the site), inspection overtime services will be provided in 4-hour minimum segments. When the inspection overtime services (on days when inspector has not previously performed inspection on the site) are in excess of 4 hours they will be billed as an eight hour day.*

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: March 18, 2019 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: 2019 Town of Florence Title VI Implementation Plan for the ADOT 5310 Program		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the 2019 Town of Florence Title VI Implementation Plan.

BACKGROUND/DISCUSSION:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, national origin, or sex. Related laws and regulations prohibit discrimination on the basis of age and gender. Together these requirements are referred to as "Title VI". The Title VI Implementation Plan addresses policy and procedures to comply with Title VI requirements and Limited English Proficiency.

The 2019 Town of Florence Title VI Implementation Plan is required by the Arizona Department of Transportation to apply for funding under the 5310 Program. The Town of Florence applied for funding for the Florence Senior Center Give A Lift Program, vehicle maintenance, and a new Senior Center van.

A VOTE OF NO WOULD MEAN:

The Town will not be eligible to receive 5310 grant funding for the Florence Senior Center Give a Lift Program and vehicles.

A VOTE OF YES WOULD MEAN:

The Town will be eligible to receive 5310 Program funding for the Florence Senior Center Give A Lift Program and vehicles.

FINANCIAL IMPACT:

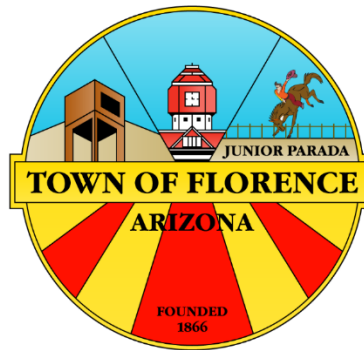
None

ATTACHMENTS:

2019 Town of Florence Title VI Implementation Plan

Title VI Plan Cover Page

TOWN OF FLORENCE 2019



Title VI Contact: Jennifer Evans, Management Analyst

Title VI Contact Phone: 520-868-7549

Title VI Contact Email: Jennifer.evans@florenceaz.gov

TTY Number (If applicable): 520-868-7502

Alternate Language Phone: 520-868-7574

Address: P. O. Box 2670, 775 North Main Street, Florence, AZ 85132

Web Address: www.florenceaz.gov

Para Información en Español: Maria Hernandez, Deputy Town Clerk, 520-868-7574

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Executive Summary

The Town of Florence transportation program serves the incorporated limits of Florence. There are three distinct residential areas that are served by the program – the historic Town Core area, Anthem at Merrill Ranch, and the Five Parks area. The transportation program was developed and implemented for seniors who are at least fifty-five years of age and disabled persons. Transportation is provided to medical appointments, shopping, and the Florence Senior Center. The Town of Florence received 5310 grant funding in 2007, 2017, and 2018. The Florence Senior Center operates the transportation program for the Town of Florence. The program operates Monday through Friday, 8:00 a.m. to 4:00 p.m.

What type of program fund(s) did you apply for?

- 5310
- 5311
- Other (please explain) _____

Type of Funding Requests? (Check all that apply)

- Vehicle Funds
- Operating Funds
- Other (please explain) _____

Is your agency a direct recipient of FTA funds?

- Yes
- No

Non Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA TOWN OF FLORENCE

TOWN OF FLORENCE operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the **TOWN OF FLORENCE**.

For more information on the **TOWN OF FLORENCE**'s civil rights program, and the procedures to file a complaint, contact **Jennifer Evans, Management Analyst, 520-868-7549, (TTY 520-868-7502); email Jennifer.evans@florenceaz.gov**; or visit our administrative office at **P. O. Box 2670, 775 North Main Street, Florence, AZ 85132**. For more information, visit **www.florenceaz.gov**.

Complaints may be filed directly with the Arizona Department of Transportation (**ADOT**) **Civil Rights Office**. ATTN: Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 or with the Federal Transit Administration (**FTA**). ATTN: Title VI Program Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact **520-868-7574**. *Para información en Español llame: **Maria Hernandez, Deputy Town Clerk, 520-868-7574**

Non Discrimination Notice to the Public - Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA TOWN OF FLORENCE

TOWN OF FLORENCE (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán proveídos sin consideración a su raza, color, país de origen, o discapacidad.

Para obtener más información sobre el programa de Derechos Civiles de **TOWN OF FLORENCE**, y los procedimientos para presentar una queja, contacte **Jennifer Evans, Management Analyst 520-868-7549, (TTY 520-868-7502)**; o visite nuestra oficina administrativa en **P. O. Box 2670, 775 North Main Street, Florence, AZ 85132**. Para obtener más información, visite **www.florenceaz.gov**

Una queja puede ser presentada con la oficina de Derechos Civiles del Departamento de Transporte de Arizona (**ADOT**). Atención: Title VI Program Manager, 206 S. 17th Ave MD 155A Phoenix AZ, 85007 o con la Administración Federal de Transporte (**FTA**). Atención: Title VI Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

The above notice is posted in the following locations: **Florence Town Hall, 775 North Main Street, Florence, Arizona 85132 and the Florence Senior Center, 330 North Pinal Street, Florence, Arizona 85132.**

This notice is posted online at **www.florenceaz.gov**

Non Discrimination ADA/Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by **TOWN OF FLORENCE** including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a Discrimination complaint by completing and submitting the agency's Title VI Complaint Form.
- (2) Formal complaints must be filed within **180** calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.
- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted **TOWN OF FLORENCE** will review the complaint form to determine jurisdiction. All complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the **TOWN OF FLORENCE** or submitted to the State or Federal authority for guidance.

- (7) **TOWN OF FLORENCE** will notify the ADOT Civil Rights Office of ALL Discrimination complaints within 72 hours via telephone at 602-712-8946; or email at civilrightsoffice@azdot.gov.
- (8) **TOWN OF FLORENCE** has 10 business days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.
- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.
- (10) A copy of either the closure letter or LOF must be also be submitted to ADOT within **72** hours of that decision. Letters may be submitted by hardcopy or email.
- (11) A complainant dissatisfied with **TOWN OF FLORENCE** decision may file a complaint with the Arizona Department of Transportation (**ADOT**) or the Federal Transit Administration (**FTA**) offices of Civil Rights: **ADOT**: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590
- (12) A copy of these procedures can be found online at: **www.florenceaz.gov**.

If information is needed in another language, contact **520-868-7574**. *Para información en Español llame: **Maria Hernandez, Deputy Town Clerk, 520-868-7574**

Discrimination ADA/Title VI Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
<i>*If you answered "yes" to this question, go to Section III.</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III:		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
<input type="checkbox"/> Disability		
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

Section VI:		
Have you previously filed a Discrimination Complaint with this agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court: _____ State Agency: _____

State Court : _____ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI:

Name of agency complaint is against:

Name of person complaint is against:

Title:

Location:

Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are **required** below:

Signature

Date

Please submit this form in person at the address below, or mail this form to:

TOWN OF FLORENCE

Jennifer Evans, Management Analyst

P. O. Box 2670, 775 North Main Street, Florence, AZ 85132

520-868-7549

Jennifer.evans@florenciaz.gov

A copy of this form can be found online at **www.florenciaz.gov**.

Forma Para Poner una Queja de la Ley de Discriminación

Nota: La siguiente información se necesita para procesar su queja.

Información de la persona que esta poniendo la queja:

Nombre: _____

Dirección: _____

Ciudad _____ Estado _____ Código Postal: _____

Correo Electrónico: _____

Telefono (Casa): _____ Telefono (Trabajo): _____

Persona a la que se discriminó (si es alguien que no es la persona que esta poniendo la queja)

Nombre: _____

Dirección: _____

Ciudad _____ Estado _____ Código Postal: _____

Correo Electrónico: _____

Telefono (Casa): _____ Telefono (Trabajo): _____

¿Cual de las siguientes razones describe por lo que usted siente que se le discriminó?

Raza _____ Nacionalidad (Especifique) _____

Color (Especifique) _____ Discapacidad (Especifique) _____

¿En que fecha(s) sucedió la discriminación? _____

¿En donde sucedió la discriminación? _____

¿Cual es el nombre y titulo de la persona(s) que usted siente que cometió la discriminación contra usted (si lo sabe)? _____

Describa la presunta discriminación: Explique que sucedió y quien cree usted que fue responsable (si necesita mas espacio, agregue otra hoja).

Escriba una lista con los nombres de las personas que puedan tener conocimiento de la presunta discriminación y cómo contactarlas. _____

Si ha presentado esta queja con otra agencia federal, estatal o local, o con cualquier corte federal o estatal, marque todas las que apliquen.

Agencia Federal Corte Federal Agencia Estatal Corte Estatal Agencia Local

Por favor proporcione información de la persona a la que present su queja en la agencia/corte.

Nombre: _____

Dirección: _____

Ciudad _____ Estado _____ Código Postal: _____

Correo Electrónico: _____

Telefono (Casa): _____ Telefono (Trabajo): _____

Por favor firme abajo. Puede incluir cualquier material escrito u otra información que usted crea que es importante para probar su queja.

Firma de la Persona que presenta la queja

Fecha

Numero de anexos: _____

Someta la forma y cualquier información adicional a:

Town of Florence Title VI Coordinator
775 North Main Street, P. O. Box 2670
Florence, Arizona 85212
Phone 520-868-7549
www.florenceaz.gov

Por favor presione el botón de “Enviar” cuando haya completado esta forma para que lo envíe por correo electrónico a Jennifer.evans@florenceaz.gov. se pueden agregar documentos adicionales a este correo.

Discrimination ADA/Title VI Investigations, Complaints, and Lawsuits

If no investigations, lawsuits, or complaints were filed select the option below.

TOWN OF FLORENCE has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits in **2018**.

Complainant	Date (Month, Day, Year)	Basis of Complaint (Race, Color, National Origin or Disability)	Summary of Allegation	Status	Action(s) Taken	Final Findings?
Investigations						
1)						
2)						
Lawsuits						
1)						
2)						
Complaints						
1)						
2)						

Public Participation Plan

TOWN OF FLORENCE is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

As an agency receiving federal financial assistance, **TOWN OF FLORENCE** made the following community outreach efforts and activities to engage minority and Limited English Proficient populations since the last Title VI Plan submittal to ADOT CRO.

- Expanded the distribution of agency brochures
- Posted the Nondiscrimination Public Notices to the following locations:
 - Within transportation vehicles
 - Lobby of agency

TOWN OF FLORENCE will make the following community outreach efforts for the **upcoming year**:

- Post the Nondiscrimination Public Notices to the following locations:
 - Within transportation vehicles
 - Lobby of agency
- Host public information meetings and or hearings.

COMMUNITY SPOTLIGHT

Volunteering

The Town of Florence offers a variety of volunteer opportunities to the public. Community volunteers can contribute their energy, talents and ideas which improves the quality of life in Florence. If you are interested in volunteering with the Town of Florence, contact the Community Services Department for a volunteer application or stop by the Library and Community Center.

Durable Medical Equipment Loan Program

The Durable Medical Equipment Loan program provides necessary equipment on a temporary basis. The program, offered by the recreation division of Florence Community Services includes wheelchairs, rolling walkers and other similar equipment at the Florence Fitness Center, 133 N. Main Street.

This unique program is possible through a partnership with Florence Gardens to loan medical equipment to citizens or visitors.

Go to the Fitness Center during open hours and follow a simple check-out procedure. Users will sign a waiver before the requested equipment is issued. Individuals interested in borrowing medical equipment, may call the Fitness Center at (520) 868-7587 to check on equipment availability.



Give-A-Lift Program

The new Give-A-Lift program is launching in 2019! The goal of the program is to pair volunteer drivers with elderly and disabled residents that cannot drive to help get them to medical appointments in Florence or nearby communities. It's neighbors helping neighbors, during difficult times. Carolyn Ballard was recently hired to coordinate the new program, which is made possible in part by a grant from the Arizona Department of Transportation. If you would like to volunteer, if you may need a ride, or just need more information, contact Carolyn at (520) 868-7648 or carolyn.ballard@florenceaz.gov.

Sponsorship

By taking advantage of sponsorship opportunities your business or organization will be able to maximize exposure to the residents of Florence and show community support. With a variety of sponsorship levels available, there is a sponsorship option available for businesses of any size.

There are many popular events and activities that we present each year such as the Fourth of July Freedom Fest, Florence Teen Council, Swim Team, and Breakfast with Santa for example.

For sponsorship package details and fee, contact Alison Feliz at (520) 868-7585.

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Town of Florence Community Services • SPRING 2019

Limited English Proficiency Plan

TOWN OF FLORENCE has developed the following Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to **TOWN OF FLORENCE** services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining the **TOWN OF FLORENCE**'s extent of obligation to provide LEP services, the **TOWN OF FLORENCE** undertook a U.S. Department of Transportation four-factor LEP analysis which considers the following:

- 1) The number or proportion of LEP persons eligible in the **TOWN OF FLORENCE** service area who may be served or likely to encounter by **TOWN OF FLORENCE** program, activities, or services;

	Florence town, Arizona	
	Estimate	Margin of Error
Total:	30,017	+/-311
Speak only English	21,046	+/-1,091
Spanish or Spanish Creole:	7,993	+/-1,053
Speak English "very well"	4,233	+/-548
Speak English less than "very well"	3,760	+/-711
French (incl. Patois, Cajun):	120	+/-89
Speak English "very well"	120	+/-89
Speak English less than "very well"	0	+/-26
French Creole:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Italian:	8	+/-15
Speak English "very well"	8	+/-15
Speak English less than "very well"	0	+/-26
Portuguese or Portuguese Creole:	16	+/-22
Speak English "very well"	16	+/-22
Speak English less than "very well"	0	+/-26
German:	130	+/-67
Speak English "very well"	130	+/-67
Speak English less than "very well"	0	+/-26
Yiddish:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Other West Germanic languages:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Scandinavian languages:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26

Greek:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Russian:	9	+/-14
Speak English "very well"	9	+/-14
Speak English less than "very well"	0	+/-26
Polish:	34	+/-54
Speak English "very well"	34	+/-54
Speak English less than "very well"	0	+/-26
Serbo-Croatian:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Other Slavic languages:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Armenian:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Persian:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Gujarati:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Hindi:	20	+/-23
Speak English "very well"	0	+/-26
Speak English less than "very well"	20	+/-23
Urdu:	11	+/-21
Speak English "very well"	11	+/-21
Speak English less than "very well"	0	+/-26
Other Indic languages:	6	+/-11
Speak English "very well"	0	+/-26
Speak English less than "very well"	6	+/-11
Other Indo-European languages:	8	+/-8
Speak English "very well"	8	+/-8
Speak English less than "very well"	0	+/-26
Chinese:	96	+/-106
Speak English "very well"	75	+/-93
Speak English less than "very well"	21	+/-27
Japanese:	24	+/-42
Speak English "very well"	24	+/-42
Speak English less than "very well"	0	+/-26
Korean:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Mon-Khmer, Cambodian:	5	+/-10
Speak English "very well"	0	+/-26
Speak English less than "very well"	5	+/-10
Hmong:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26

Thai:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Laotian:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Vietnamese:	26	+/-28
Speak English "very well"	12	+/-21
Speak English less than "very well"	14	+/-19
Other Asian languages:	0	+/-26
Speak English "very well"	0	+/-26
Speak English less than "very well"	0	+/-26
Tagalog:	6	+/-11
Speak English "very well"	6	+/-11
Speak English less than "very well"	0	+/-26
Other Pacific Island languages:	22	+/-24
Speak English "very well"	22	+/-24
Speak English less than "very well"	0	+/-26
Navajo:	182	+/-73
Speak English "very well"	171	+/-71
Speak English less than "very well"	11	+/-15
Other Native North American languages:	123	+/-62
Speak English "very well"	123	+/-62
Speak English less than "very well"	0	+/-26
Hungarian:	8	+/-15
Speak English "very well"	8	+/-15
Speak English less than "very well"	0	+/-26
Arabic:	65	+/-79
Speak English "very well"	65	+/-79
Speak English less than "very well"	0	+/-26
Hebrew:	22	+/-22
Speak English "very well"	22	+/-22
Speak English less than "very well"	0	+/-26
African languages:	15	+/-21
Speak English "very well"	0	+/-26
Speak English less than "very well"	15	+/-21
Other and unspecified languages:	22	+/-26
Speak English "very well"	11	+/-19
Speak English less than "very well"	11	+/-17

- 2) The frequency with which LEP individuals come in contact with an **TOWN OF FLORENCE** services;

TOWN OF FLORENCE's staff reviewed the frequency with which office staff, dispatchers and drivers have, or could have, contact with LEP persons for **2018** . **TOWN OF FLORENCE** averages **0** contacts in **2018**.

- 3) The nature and importance of the program, activities or services provided by the **TOWN OF FLORENCE** to the LEP population; and

The Town of Florence provides transportation services to elderly and disabled residents to help keep them independent and not isolated at home. Other transportation options are very limited in Florence due to it being a rural community. The services provided are valuable to residents when other modes of transportation are unavailable.

- 4) The resources available to **TOWN OF FLORENCE** and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

The LEP population is included in the public process through translation of public notices and other materials as requested. While financial resources are limited, the Town of Florence is able to provide translation services as needed.

TOWN OF FLORENCE provides a statement in Spanish and will for additional languages specific to the LEP community make up that will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested.

Safe Harbor Provision for written translations

TOWN OF FLORENCE complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Non Discrimination Notice
- (2) Discrimination Complaint Procedures
- (3) Discrimination Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital documents include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings

- 1) **TOWN OF FLORENCE** provides language assistance services through the below methods:

- Instructions are provided to customer service staff and other **TOWN OF FLORENCE** staff who regularly take phone calls from the general public on how to respond to an LEP caller.
- Instructions are provided to customer service staff and others who regularly respond to written communication from the public on how to respond to written communication from an LEP person.
- Instructions are provided to vehicle operators, station managers, and others who regularly interact with the public on how to respond to an LEP customer.

2) **TOWN OF FLORENCE** has a process to ensure the competency of interpreters and translation service through the following methods:

TOWN OF FLORENCE will ask the interpreter or translator to demonstrate that he or she can communicate or translate information accurately in both English and the other language. **TOWN OF FLORENCE** will train the interpreter or translator in specialized terms and concepts associated with the agency's policies and activities. **TOWN OF FLORENCE** will instruct the interpreter or translator that he or she should not deviate into a role as counselor, legal advisor, or any other role aside from interpreting or translator. **TOWN OF FLORENCE** will ask the interpreter or translator to attest that he or she does not have a conflict of interest on the issues that they would be providing interpretation services.

3) **TOWN OF FLORENCE** provides notice to LEP persons about the availability of language assistance through the following methods:

- Signs and handouts available in vehicles and at stations
- Agency websites

4) **TOWN OF FLORENCE** monitors, evaluates and updates the LEP plan through the following process:

TOWN OF FLORENCE will monitor the LEP plan by conducting an annual Four-Factor analysis, establishing a process to obtain feedback from internal staff and members of the public and conducting internal evaluations to determine whether the language assistance measures are working for staff. **TOWN OF FLORENCE** will make changes to the language assistance plan based on feedback received. **TOWN OF FLORENCE** may take into account the cost of proposed changes and the resources available to them. Depending on the evaluation, **TOWN OF FLORENCE** may choose to disseminate more widely those language assistance measures that are particularly effective or modify or eliminate those measures that have not been effective. **TOWN OF FLORENCE** will consider new language assistance needs when expanding transit service into areas with high concentrations of LEP persons will consider modifying their implementation plan to provide language assistance measures to areas not previously served by the agency.

5) **TOWN OF FLORENCE** trains employees to know their obligations to provide meaningful access to information and services for LEP persons and all employees in public contact positions will be properly trained to work effectively with in-person and telephone interpreters. **TOWN OF FLORENCE** will implement processes for training of staff through the following procedures:

TOWN OF FLORENCE will identify staff that are likely to come into contact with LEP persons as well as management staff that have frequent contact with LEP persons in order to target training to the appropriate staff. **TOWN OF FLORENCE** will identify existing staff training opportunities, as it may be cost-effective to integrate training on their responsibilities to persons with limited English proficiency into agency training that occurs on an ongoing basis. **TOWN OF FLORENCE** will include this training as part of the orientation for new employees. Existing employees, especially managers and those who work with the public may periodically take part in re-training or new training sessions to keep up to date on their responsibilities to LEP persons. **TOWN OF FLORENCE** will implement LEP training to be provided for agency staff. **TOWN OF FLORENCE** staff training for LEP to include:

- A summary of the **TOWN OF FLORENCE** responsibilities under the DOT LEP Guidance;
- A summary of the **TOWN OF FLORENCE** language assistance plan;

- A summary of the number and proportion of LEP persons in the **TOWN OF FLORENCE** service area, the frequency of contact between the LEP population and the agency’s programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of the **TOWN OF FLORENCE** cultural sensitivity policies and practices.

2004 Census Test		United States Census 2010
LANGUAGE IDENTIFICATION FLASHCARD		
<input type="checkbox"/>	ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
<input type="checkbox"/>	Ինչպե՞ս ե՞նք նշում կատարե՞ք այս քանակազում, եթե խոսում կամ կարդում եք հայերեն:	2. Armenian
<input type="checkbox"/>	যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্স দাগ দিন।	3. Bengali
<input type="checkbox"/>	លុយបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	4. Cambodian
<input type="checkbox"/>	Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.	5. Chamorro
<input type="checkbox"/>	如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese
<input type="checkbox"/>	如果你能讀中文或講中文，請選擇此框。	7. Traditional Chinese
<input type="checkbox"/>	Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	8. Croatian
<input type="checkbox"/>	Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	9. Czech
<input type="checkbox"/>	Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
<input type="checkbox"/>	Mark this box if you read or speak English.	11. English
<input type="checkbox"/>	اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	12. Farsi

DB-3309 U.S. DEPARTMENT OF COMMERCE
Economic and Statistics Administration
U.S. CENSUS BUREAU

Non-elected Committees Membership Table

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

TOWN OF FLORENCE does **not** select the membership of any transit-related committees, planning boards, or advisory councils.

Monitoring for Subrecipient Title VI Compliance

Describe how you monitor your subrecipients. This can be through site visits, submissions of Title VI Plans annually, or training and surveys.

TOWN OF FLORENCE does not monitor subrecipients for Title VI compliance.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the subrecipient organization receives any FTA dollars, it must comply with this requirement.

TOWN OF FLORENCE has no current or anticipated plans to develop new transit facilities covered by these requirements

Fixed Route Transit Provider Analysis

Fixed Route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A subrecipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The subrecipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.


Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators: [INSTRUCTIONS] (can be expressed in writing or in table format – see Circular Appendix G & H pp. 87-91)

TOWN OF FLORENCE is not a Fixed Route Transit Provider

Board Approval for the Title VI Plan

***(INSERT A COPY OF THE BOARD MEETING MINUTES AFTER
CONDITIONAL CRO APPROVAL. BOARD MINUTES MUST BE FOR THE
YEAR OF THE GRANT APPLICATION CYCLE)**

The Town of Florence Title VI Plan will be on the March 18, 2019 Town Council agenda.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: March 18, 2019 DEPARTMENT: Administration STAFF PRESENTER: Benjamin Bitter, Asst. to the Town Manager/PIO/Intergov SUBJECT: Authorizing the Mayor to sign a letter of support for pay increases for both public and private correctional employees.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input 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:

Staff recommends that the Mayor and Council authorize the Mayor to join other regional mayors in signing a letter of support for the pay increases for both public and private correctional employees in the Fical Year 2020 State budget.

BACKGROUND/DISCUSSION:

In his budget proposal, released earlier this year, Governor Ducey proposed large pay increases for state employees that worked at correctional facilities. As the home of more than 40% of the state’s incarcerated population, and by extension, many of the state’s correctional employees, the Florence economy would benefit greatly from an increase in pay for the employees at these institutions. Indeed, the largest employer in the Town of Florence is the State of Arizona.

Not to be forgotten, however, are the many employees working at the private correctional facilities in Town (such as GEO or CoreCivic). The employees for these institutions receive their pay indirectly from the state, because the state sets the daily reimbursement rate that these facilities receive for housing the state’s inmates.

To that end, Staff is presenting a letter that could be signed by the Mayor, which would go to state lawmakers that will be making the important financial decisions regarding the State budget. In conjunction with Mayors from neighboring communities, the Town would request further consideration from the legislators to get increases in the pay for the private employees as well as the increase for the state correctional employees.

A VOTE OF NO WOULD MEAN:

The letter would be provided to legislators without a signature from the Town of Florence.

A VOTE OF YES WOULD MEAN:

The Mayor would be authorized to sign the letter, on behalf of the Florence Town Council.

FINANCIAL IMPACT:

The Town will not spend any money to provide this letter, but the local economy could see a boost if all correctional employees (many of which are residents of our town) received an increase in pay.

ATTACHMENTS:

Copies of letters to State lawmakers

The Honorable Regina E. Cobb
Arizona House
1700 W Washington St., Phoenix AZ 85007

The Honorable David Gowan
Arizona Senate
1700 W Washington St., Phoenix AZ 85007

Dear Chairman Cobb and Chairman Gowan:

We are writing you regarding our support for an increase in compensation for both public and private correctional employees in the 2020 state budget.

The correctional facilities in our community aren't just a prison. They represent quality jobs and steady employment for the men and women who provide security, medical care, education, job training, social services and more within the institutions. These workers are our friends and neighbors, and we're proud of the important role they perform in keeping safe our community and Arizona families like mine.

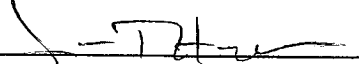
We wholeheartedly support Governor Ducey's proposal to increase compensation for vital corrections professionals. As the Governor has recognized, compensation for these employees has fallen behind as they have not received a pay raise in years. This has led to staffing challenges at public and privately-operated correctional facilities across our state. Governor Ducey's proposal will have a lasting, beneficial impact when it comes to recruiting, retaining and rewarding the men and women who perform critical jobs within the prison system.

For this reason, we believe the Governor's request could be improved by also extending compensation increases to staff members who work within the 20% of Arizona's correctional system that is privately-operated. These men and women perform the same security and other functions as their public counterparts, and play an equally vital role in maintaining a safe environment both inside and outside prison walls.


Let's send a message that the State of Arizona values ALL of the professionals who work within our correctional system. Thank you in advance for your support of our communities and the correctional professionals who serve our state so admirably.

Sincerely,

Tara Walter, Mayor Florence



John Thompson, Mayor Coolidge



Joel G. Belloc, Mayor Eloy



Craig McFarland, Mayor Casa Grande

Mike Goodman, Chairman Pinal County

The Honorable Charlene R. Fernandez
Arizona House
1700 W Washington St., Phoenix AZ 85007

The Honorable David Bradley
Arizona Senate
1700 W Washington St., Phoenix AZ 85007

Dear Minority Leader Fernandez and Minority Leader Bradley:

We are writing you regarding our support for an increase in compensation for both public and private correctional employees in the 2020 state budget.

The correctional facilities in our community aren't just a prison. They represent quality jobs and steady employment for the men and women who provide security, medical care, education, job training, social services and more within the institutions. These workers are our friends and neighbors, and we're proud of the important role they perform in keeping safe our community and Arizona families like mine.

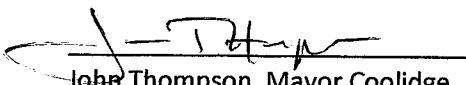
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Sincerely,


Tara Walter, Mayor Florence


John Thompson, Mayor Coolidge


Joel G. Belloc, Mayor Eloy


Craig McFarland, Mayor Casa Grande


Mike Goodman, Chairman Pinal County

The Honorable Rusty Bowers
Arizona House
1700 W Washington St., Phoenix AZ 85007

The Honorable Karen Fann
Arizona Senate
1700 W Washington St., Phoenix AZ 85007

Dear Speaker Bowers and President Fann:

We are writing you regarding our support for an increase in compensation for both public and private correctional employees in the 2020 state budget.

The correctional facilities in our community aren't just a prison. They represent quality jobs and steady employment for the men and women who provide security, medical care, education, job training, social services and more within the institutions. These workers are our friends and neighbors, and we're proud of the important role they perform in keeping safe our community and Arizona families like mine.

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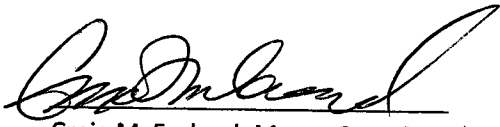
Tara Walter, Mayor Florence



John Thompson, Mayor Coolidge



Joel G. Belloc, Mayor Eloy



Craig McFarland, Mayor Casa Grande

Mike Goodman, Chairman Pinal County

The Honorable David Cook
Arizona House
1700 W Washington St., Phoenix AZ 85007

The Honorable T.J. Shope
Arizona House
1700 W Washington St., Phoenix AZ 85007

The Honorable Frank Pratt
Arizona Senate
1700 W Washington St., Phoenix AZ 85007

Dear Representative Cook, Representative Shope and Senator Pratt:

We are writing you regarding our support for an increase in compensation for both public and private correctional employees in the 2020 state budget.

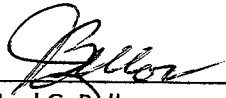
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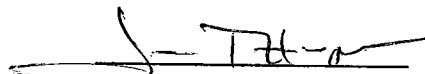


Joel G. Belloc
Mayor, City of Eloy

Mike Goodman
Chairman Pinal County




Craig McFarland
Mayor, City of Casa Grande



John Thompson
Mayor, City of Coolidge

Tara Walter
Mayor, Town of Florence

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: March 4, 2019 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Temporary Utility Payment Deferment Program for Furloughed Federal Government Employees		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Direct Town staff to implement the temporary utility payment deferment program for furloughed Federal government employees.

BACKGROUND/DISCUSSION:

The Town of Florence Finance Department would like to take a pro-active approach to furloughed Federal Government employees and have in place a plan of action to assist should there be another shutdown of the Federal government.

The program has been implemented in many communities around Arizona.

Many employees in our community were impacted by the shutdown of the Federal government. Those employed with the Department of Homeland Security. Town staff is proposing a temporary program to aid these employees.

The utility payment deferment program for furloughed Federal Government employees would provide a temporary deferment of required utility payments (monthly usage, base fee, securing future water, and taxes) for approved applicants who have an active and current water, wastewater or trash account with the Town of Florence. Approved applicants could pay their fees at any time but would be given an additional ninety (90) days after their Federal government employer is reopened.

The Finance Department will manage the program. This includes receiving, processing, approving, denying, and tracking all applications. Applicants must submit a completed application, proof of employment with the Federal government and proof that their employer is shut-down as of the date of the of application. Applications will be approved by the Finance Director.

If the program is approved, Finance staff will work with the Town's PIO to advertise the program.

A VOTE OF NO WOULD MEAN:

No change

A VOTE OF YES WOULD MEAN:

The temporary utility payment deferment program for furloughed Federal government employees would begin.

FINANCIAL IMPACT:

If the program is approved, then the cash flow for the water, wastewater, and sanitation funds may be temporarily negatively impacted, but not significantly. Each fund has an adequate cash balance. If it is determined that the program is causing a significant burden, then the Finance Department would return and request that the program be discontinued. It is unclear how many customers would utilize the program.

ATTACHMENTS:

Application
SOP



Town of Florence P.O. Box 2670 Florence AZ 85132
520-868-7570

Temporary Utility Payment Deferment Program for Furloughed Federal Government Employees

Name _____

Service Address _____

Utility Account # _____ Email: _____

Home Phone # _____ Cell Phone # _____

The person making this request must be named on the Town of Florence utility account referenced above. A copy of the Federal employee's last pay stub is required. Sensitive information should be redacted from the pay stub. Proof that employee is on furlough status from their Federal Government employer is required.

"I am a furloughed Federal Government employee not receiving pay during the shut-down. I am requesting that my Town of Florence utility bills be deferred for up to ninety (90) after my Federal Government employer is reopened. I understand I must contact the Town of Florence Utility Department within five (5) days from the date that my employer is reopened."

"I understand that if I do not pay my account in full within ninety (90) days my account will be subject to disconnect."

"I understand and agree to the terms outlined above."

_____ Date _____

Town of Florence Representative

Name _____

Signature _____

Date _____

Approved by: _____
Finance Director

Date _____

Approved

Denied

Reason:

Utility Payment Deferral Program for Furloughed Federal Government Employees Standard Operating Policy

Purpose

A pro-active approach to assist Town utility customers who are furloughed from employment due to the shut-down of the Federal Government.

Scope

Provides a temporary deferral of required utility payments for approved applicants who have an active and current water, wastewater or trash account with the Town of Florence. Approved applicants can pay their fees at any time but would be given an additional ninety (90) days after their Federal Government employer is reopened, to pay their fees.

Responsibility

The Finance Department will manage the temporary program. This includes receiving, processing, approving, denying, and tracking all applications. Applicants must submit a completed application, proof of employment with the Federal Government, and proof that their employer is shut-down as of the date of the of application. Applications will be approved by the Finance Director.

Policy

This is a temporary policy that is activated and suspended by action of the Town Council. The Finance Department will accept applications while the policy is active. Applications that are submitted while the policy is active may be processed after the suspension of the policy. The deferral of payments may occur after the policy is suspended. Town utility customers must complete the application and submit it to the Finance Department. The Department will manage all aspects of the application process, including submitting requests to activate and suspend the policy.

Approved applicants are provided an additional ninety (90) days to pay their utility payments from the day that the utility customer's Federal Government employer is reopened. Approved applicants must provide notice to the Finance Department within five (5) days from the date that the employer is reopened.

Procedures

The Town Council must approve the activation and suspension of the policy. Once active, interested utility customers must complete the application and submit it to the Finance Department with the required supportive documents. The Finance Department staff member who receives the application, will date stamp the application and complete a preliminary review. During the preliminary review, if deficiencies are discovered, the applicant is contacted and informed of the deficiencies. The application may be resubmitted for consideration. Once a preliminary review is complete, then the application and supportive documentation is reviewed by the Finance Director. Their decision is final and if the application is rejected, then the reason(s) why are indicated on the application. Staff informs the applicant of the results of their application. After the deficiencies are resolved, an applicant may resubmit their application.

Utility Payment Deferral Program for Furloughed Federal Government Employees Standard Operating Policy

The Finance Department will track each approved application and track the payments that are deferred. It is the responsibility of the applicant to keep the Finance Department informed of the status of their Federal Government employer. The ninety (90) day timeframe will begin once the Federal Government employer reopens.

Definitions

Activation- time when applications will begin to be accepted.

Active- after a deposit has been processed and the account has been turned on and is not delinquent or in default. It is also, the time when new applications are accepted.

Deferment- delay of a deadline.

Federal Government- an entity that exists to complete the work authorized by Federal agencies.

Furlough- temporary lay-off from work.

Suspension- time when applications will no longer be accepted.

Temporary- a time period determined by the Town Council.

Utility payments- monthly usage, base fee, securing future water, and taxes.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7f.

MEETING DATE: March 18, 2019

DEPARTMENT: Human Resources

STAFF PRESENTER: Scott Barber, HR Director

SUBJECT: PSPRS Fire Local Board Membership

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

STRATEGIC PLAN REFERENCE: Community Vitality Economic Property

Leadership and Governance Partnership and Relationships Transportation and Infrastructure

Statutory None

RECOMMENDED MOTION/ACTION:

A motion to ratify the election of William Bruin as an Employee representative on the Town of Florence Public Safety Personnel Retirement System (PSPRS) Fire Local Board for a period of four years.

BACKGROUND/DISCUSSION:

Arizona law requires our full-time sworn Fire Department employees to be enrolled in the Public Safety Personnel Retirement System (PSPRS) for retirement and disability benefits. The law requires a local system Board and vests in the Local Board specific responsibilities for administration of the local system. Two of the five Board members must be elected by our Fire Department PSPRS members. With the retirement/entrance in the Deferred Retirement Option Program of Member John Kemp who held one of those seats, a call for nominations was issued and one response was received so no actual election was necessary.

A VOTE OF NO WOULD MEAN:

Not a viable option; law requires member employees to elect their representatives.

A VOTE OF YES WOULD MEAN:

Ratifying the results of the PSPRS Fire Local Board election.

FINANCIAL IMPACT:

None

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7g.

MEETING DATE: March 18, 2019

DEPARTMENT: Finance for Police and Public Works

STAFF PRESENTER: Joe Jarvis, Finance Director

SUBJECT: Disposal of Assets

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

STRATEGIC PLAN REFERENCE: Community Vitality Economic Prosperity
 Leadership and Governance Partnership and Relationships Transportation and Infrastructure
 Statutory None

RECOMMENDED MOTION/ACTION:

Authorization to dispose of the following vehicles and equipment.

BACKGROUND/DISCUSSION:

The departments have a number of vehicles and equipment that are no longer needed and have outlived their useful life. The vehicles have been deemed as eligible for disposal by our Fleet Services Supervisor for the following reasons:

1. They have been rendered non-serviceable for normal use in Town operations and not cost effective to remain in service. The cost of repair would not result in a sufficiently usable asset.
2. It has no further identifiable use in any Town operation and has not been requested for use by any other Town department.

Item	Year	VIN#	Location
Chevrolet S-10	1994	1GCDT19Z6R8226641	Public Works Yard
Chevrolet Box Dump Bed	2000	1GBHK33R4YF450806	Public Works Yard
Chevrolet Cheyenne 3500	1991	1GBHJC34K3ME175008	Public Works Yard
Ford Crown Victoria – Police Interceptor	2006	2FAHP71W26X131652	Public Works Yard
Jeep Cherokee	1996	1J4FJ68S1TL265250	Public Works Yard
American Airworks 5000 PSI Compressor	2006	N/A	Public Works Yard
Lombardini 44HP 4-CC Diesel Engine	2006	SN 7332988/TYPE LDS 2204/GE	Public Works Yard
Power Vac	2002	1C9SU15261C822001	SWWTP
Cummings -Onan Generator	1999	B990863250	Well #1

The Town will dispose of the vehicles and equipment, as per Policy, and the proceeds will be returned to the Town for all assets as listed.

A VOTE OF NO WOULD MEAN:

The Town will not dispose of the vehicles and equipment and will keep them on the insurance.

A VOTE OF YES WOULD MEAN:

To sell the items at auction, reducing the inventory and the insurance costs of items no longer needed or utilized.

FINANCIAL IMPACT:

The total salvage value of the items is estimated at \$4,800. The Town will not accept less than their salvageable value.

ATTACHMENTS:

Titles and disposal forms with authorizations.

ARIZONA CERTIFICATE OF TITLE



Motor Vehicle
ADOT Division
4612000000

Inventory Control
3486 2006

Vehicle Identification Number
09SV16281C822001

Year
2001

Make
POWER

Model

Body Style
TRAIL

First Registered
007000

List Price
00000

Mobile Home Manufacturer

Unit Number

TOWN OF FLORENCE
PO BOX 2670
FLORENCE AZ 85232-2670

Title Number
A70221E074043

Issue Date
03152002

Film Number
0074M01006

Odometer Miles (no tenths)
000000 X

Previous Title Number
MOO

State

Issue Date

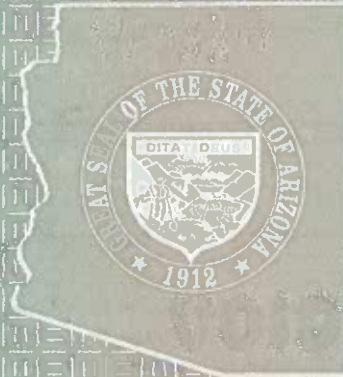
Previous Film Number
ORIGINAL

A - Actual Mileage
B - Mileage in excess of the odometer mechanism limits
C - NOT Actual Mileage. WARNING ODOMETER ROLLBACK

Arizona Brands

Previous Brand	State	Previous Brand	State	Previous Brand	State	Other States With Brands
ADDITIONAL BRAND INFORMATION WILL BE PRINTED HERE IN THE FUTURE.						

Owner/Lessee
TOWN OF FLORENCE



Lienholders

NONE

LIEN RELEASE

Lienholder Name

Acknowledged
before me this date
Date

Notary Public Signature

County

State

Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

Town of Florence
P.O. Box 2670
Florence, AZ 85132



Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: 2002024

Year: 2002

Make/Manufacturer: POWER VAC

Model: _____

Mileage/Hours: 791

VIN # 1C9SU15261C822001 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: LAST RUN OVER 1 YEAR AGO

Present Value: \$1000.00

Engine Make, Size, & Gas Type: DEUTZ--MODEL E3L 1011/F

Transmission Type: _____ Body Style: N/A

Brakes: _____

Condition of: Hydraulic (if any) GOOD, Tires: GOOD, Glass N/A

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): WW-11

Storage Address (Pickup Location): SWWTP

Department: WW Department Manager Signature: [Signature] Date: 1-14-19

Authorized by: [Signature] Date: [Signature] 1/31/19

Prepared by: DAVID. H. Entered by: _____









QUARTZ
ENGINE HOURS
0 1 2 3 4 5 6 7 8 9 10

15 20 25 30
RPM
x 100
0 5 10 15 20 25 30 40

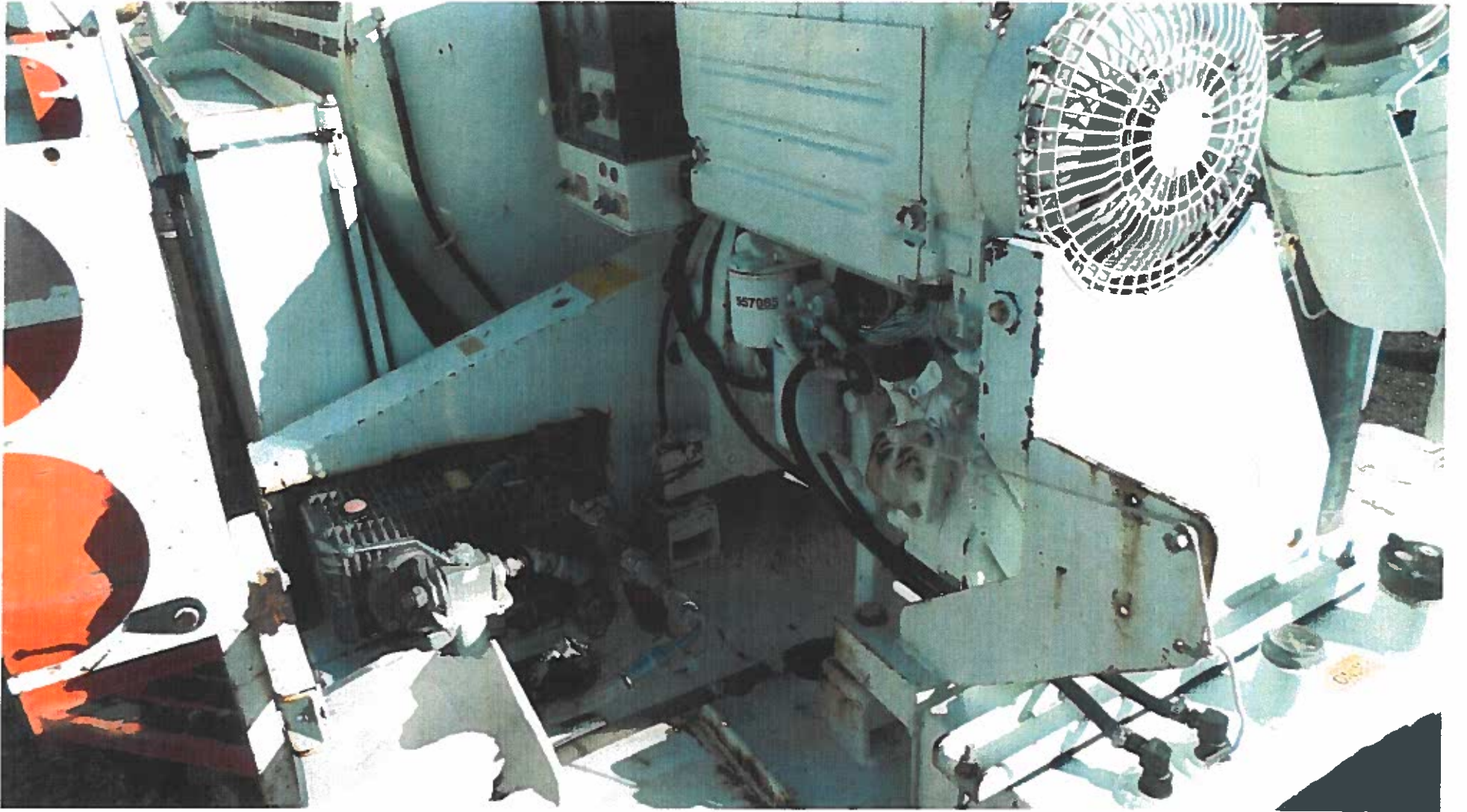
PSI
20 40 60 80
0 1 2 3 4 5
kPa/cm²
Eng Oil

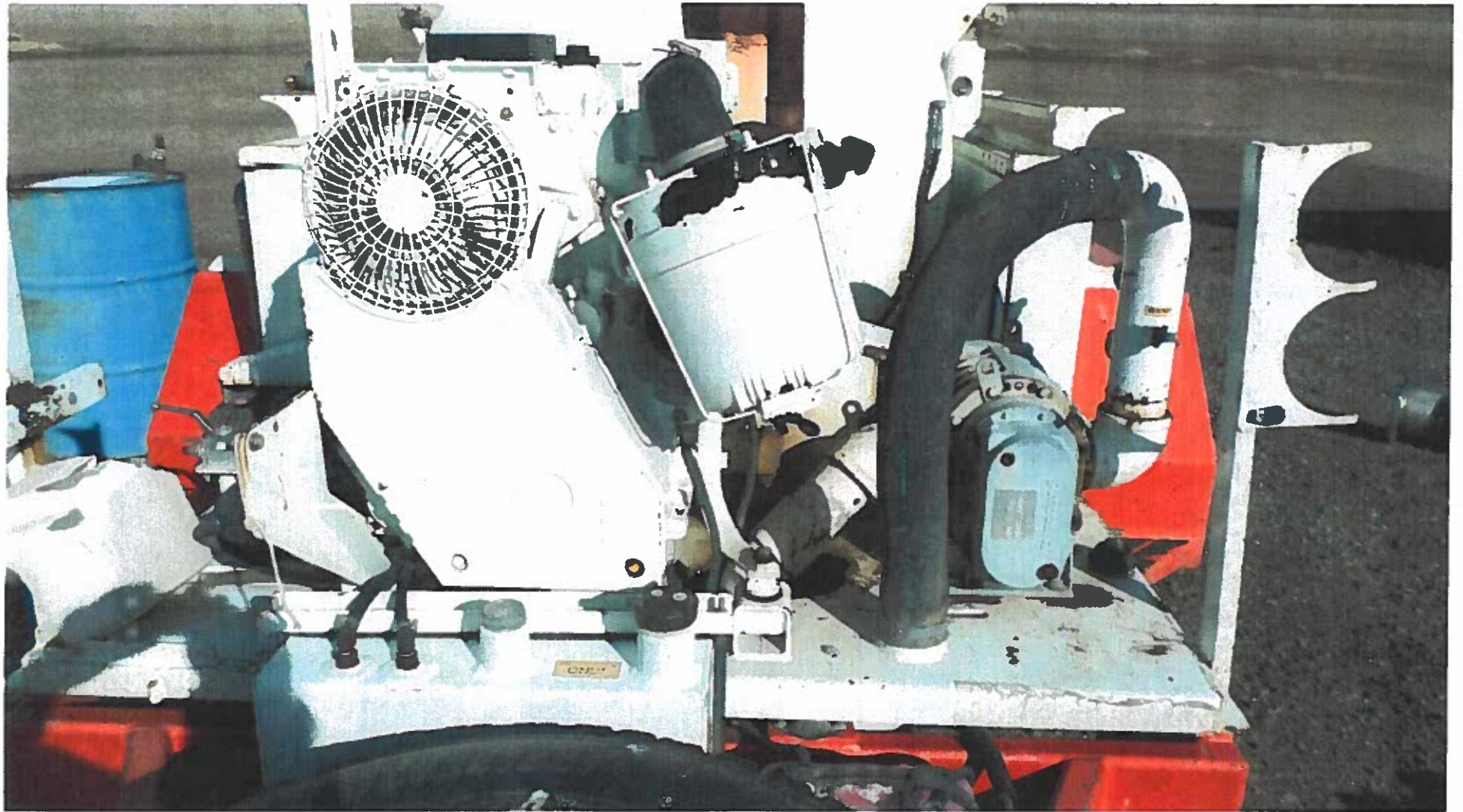
VOLT
10 12 14 16

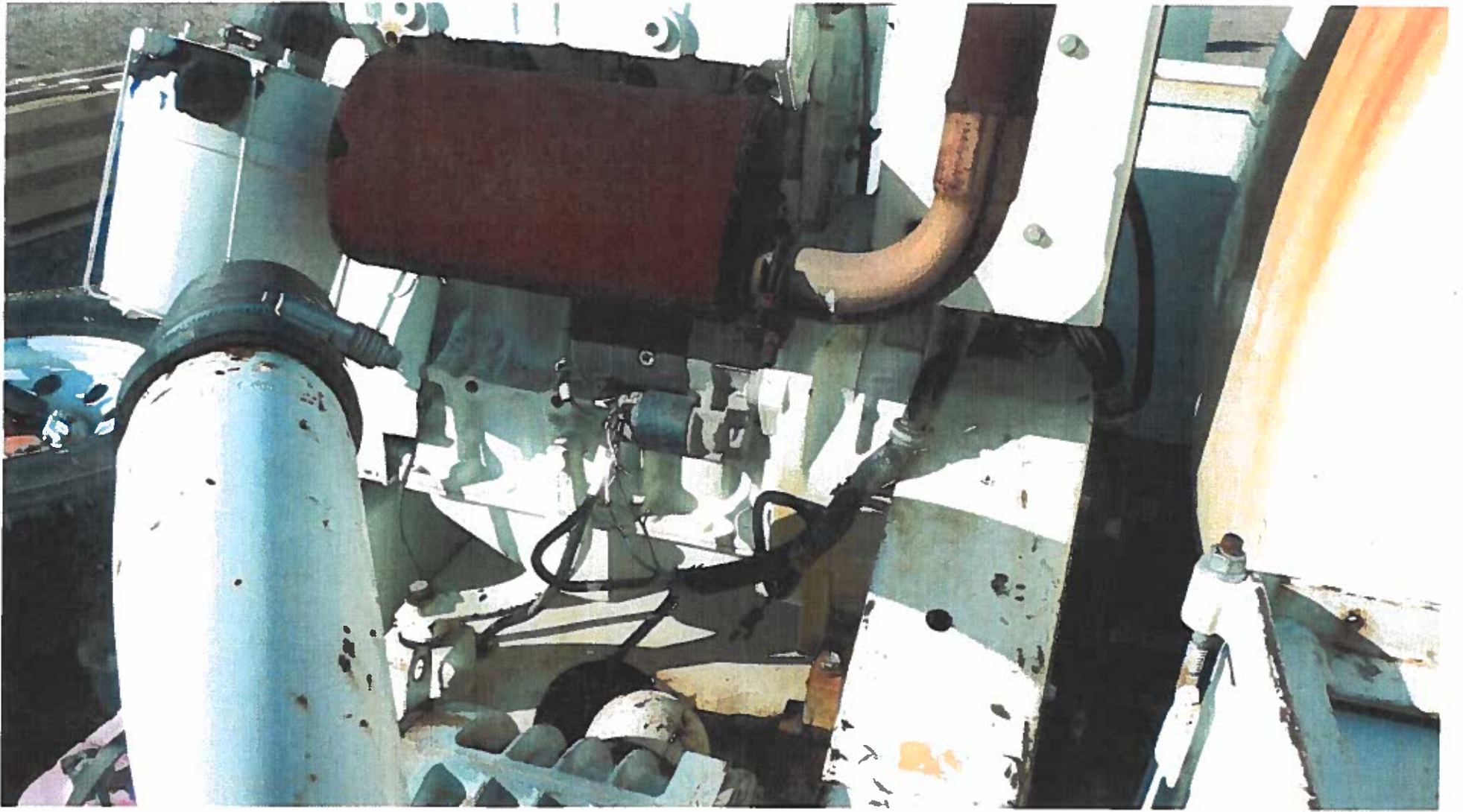
200 250 300
0 50 100 150
Eng Oil

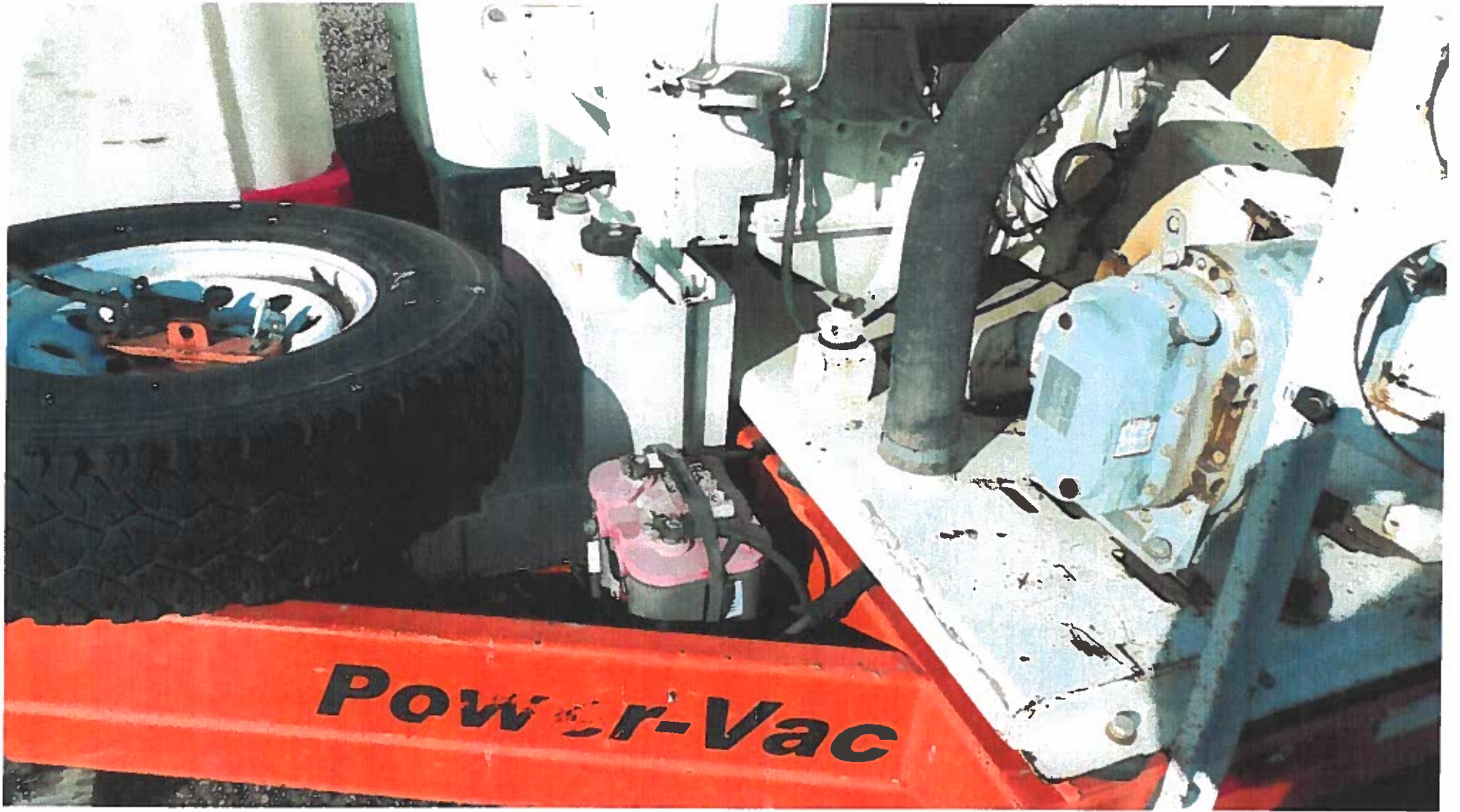
ALSO STARTS
STOP
4-110-100-100-100-100











Power-Vac

ARIZONA DEPARTMENT OF TRANSPORTATION
Motor Vehicle Division

Certificate of Title

VEHICLE ID NO. 1GCDT19Z6R8226641 YEAR 94 MAKE CHEVR
BODY STYLE PU MODEL MO/YR FIRST REGISTERED 00/00 FACTORY LIST PRICE 000000*
TITLE M1VU941820006 ISSUE DATE 070194 TYPE OTHER FILM 4182M00903
PREV. TITLE MCO ST. ISSUE DATE PREV. FILM ORIGINAL
PLATE G007AR GROSS VEH. WGT. 000000 FUEL G ODOMETER MILES* 0000010 A
MH MFG STATUS REGULAR

VEHICLE OWNER(S) AND LESSEE(S)

TOWN OF FLORENCE

NONE



MAILING ADDRESS

TOWN OF FLORENCE
PO BOX 490
FLORENCE AZ 85232

The Motor Vehicle Division, pursuant to the laws of Arizona, certifies that the applicant has been duly registered in this office as owner of the described vehicle which is subject to the liens and encumbrances, if any, herein set forth.

- * A - REFLECTS ACTUAL MILEAGE.
- B - MILEAGE IS IN EXCESS OF MECHANICAL LIMITS.
- C - NOT ACTUAL MILEAGE - WARNING - ODOMETER DISCREPANCY.

CONTROL NO. 8296893



KEEP IN A SAFE PLACE

VOID IF ALTERED



Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: 010.511.204

Year: 1994

Make/Manufacturer: CHEVY

Model: S-10

Mileage/Hours: 82172

VIN # 1GCDT19Z6R8226641 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: POOR CONDITION , EXTENDED CAB

Present Value: \$500.00

Engine Make, Size, & Gas Type: CHEV 4.3L UNLEADED

Transmission Type: AUTO Body Style: 2 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) N/A, Tires: GOOD, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): FM-5

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: FM Department Manager Signature: _____ Date: 1/25/19

Authorized by: _____ Date: 2/13/19

Prepared by: D HILLS Entered by: _____





ARIZONA CERTIFICATE OF TITLE



Inventory Control
0473698

Vehicle Identification Number **1J4FJ68S1TL265250** Year **1996** Make **JEEP** Model **SPC** Body Style **4DSW**
 First Registered **05/1996** List Price **000000** Mobile Home Manufacturer _____ Unit Number _____

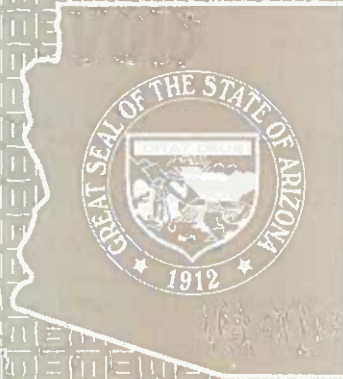
TOWN OF FLORENCE
PO BOX 2670
FLORENCE AZ 85232-2670

Title Number **M042005157014** Issue Date **06062005** Film Number **F157M04208** Odometer Reading (no tenths) **0130674 A**
 Previous Title Number **12E1004231045** State **AZ** Issue Date **08182004** Previous Film Number **E23112E123**
* A - Actual Mileage
 B - Mileage in excess of the odometer mechanical limits
 C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand _____ State Previous Brand _____ State Previous Brand _____ State Other States With Brands _____

Owners/Lessees
TOWN OF FLORENCE



Lienholders

LIEN RELEASE

Lienholder Name			Acknowledged before me this date		Notary Public Signature		
Lien Amount	Lien Date	Lienholder Signature	Date	County	State	Commission Expires	

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED



Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: CONFISCATED NO ASSET #

Year: 1996

Make/Manufacturer: JEEP

Model: CHEEROKEE

Mileage/Hours: 170595

VIN # 1J4FJ68S1TL265250 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: POOR CONDITION

Present Value: \$500.00

Engine Make, Size, & Gas Type: IN LINE 6 CYL.

Transmission Type: AUTO Body Style: 4 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) N/A, Tires: GOOD, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): WW-3

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: WW Department Manager Signature: [Signature] Date: 1/25/19

Authorized by: [Signature] Date: 2/13/19

Prepared by: D HILLS Entered by: _____







ARIZONA CERTIFICATE OF TITLE



Inventory Control
5307972

Vehicle Identification Number 2FAHP71W26X131652	Year 2006	Make FORD	Model CVP	Body Style 4DSD
First Registered 00/0000	List Price 000000	Mobile Home Manufacturer	Unit Number	

**TOWN OF FLORENCE POLICE DEPT
PO BOX 988
FLORENCE AZ 85232**

Title Number M042006136004	Issue Date 05162006	Film Number G136M04202	Odometer Reading (no tenths) * 0000004 A
Previous Title Number MCO	State	Issue Date	Previous Film Number ORIGINAL

* A - Actual Mileage
B - Mileage in excess of the odometer mechanical limits
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand	State	Previous Brand	State	Previous Brand	State	Other States With Brands
----------------	-------	----------------	-------	----------------	-------	--------------------------

Owners/Lessees
TOWN OF FLORENCE POLICE DEPT



Lienholders

LIEN RELEASE

Lienholder Name			Acknowledged before me this date		Notary Public Eignature		
Lien Amount	Lien Date	Lienholder Signature	Date	County	State	Commission Expires	

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED



Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: 002.005.028

Year: 2006

Make/Manufacturer: FORD

Model: CROWN VIC POLICE INTERCEPTOR

Mileage/Hours: 158485

VIN # 2FAHP71W26X131652 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: RUNS BUT HAS BAD ENGINE KNOCK

Present Value: \$500.00

Engine Make, Size, & Gas Type: FORD 4.6L V8 SOHC 16 VALVE

Transmission Type: AUTO Body Style: 4 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) N/A, Tires: GOOD, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): G476EN

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: PD Department Manager Signature: [Signature] Date: 1/14/19

Authorized by: [Signature] Date: 2/13/19

Prepared by: D HILLS Entered by: _____





ARIZONA DEPARTMENT OF TRANSPORTATION
Motor Vehicle Division

Certificate of Title

VEHICLE ID NO. **1GBJC34K3ME175008** YEAR **91** MAKE **CHEVR**
BODY STYLE **1TPU** MODEL _____ MO/YR FIRST REGISTERED **05/91** FACTORY LIST PRICE **000000**
TITLE **M2VY911090003** ISSUE DATE **042191** TYPE **OTHER** FILM **1109M10101**
PREV. TITLE **MCD** ST. _____ ISSUE DATE **000000** PREV. FILM **ORIGINAL**
PLATE **LG93F2** GROSS VEH. WGT. **000000** FUEL **G** ODOMETER MILES* **0000012 A**
MH MFG. _____ STATUS **REGULAR**

VEHICLE OWNER(S)

CITY OF FLORENCE

LIENHOLDER(S)

NONE

MAILING ADDRESS

**CITY OF FLORENCE
PO BOX 490
FLORENCE AZ 85232**

The Motor Vehicle Division, pursuant to the laws of Arizona, certifies that the applicant has been duly registered in this office as owner of the described vehicle which is subject to the liens and encumbrances, if any, herein set forth.

CONTROL NO. **4185062**

*A - REFLECTS ACTUAL MILEAGE.
B - MILEAGE IS IN EXCESS OF MECHANICAL LIMITS.
C - NOT ACTUAL MILEAGE - WARNING - ODOMETER DISCREPANCY.



KEEP IN A SAFE PLACE
VOID IF ALTERED



Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: 000.990.239 12 522 167

Year: ~~2000~~ 1991

Make/Manufacturer: CHEVY 1 TON BOX DUMP BED

Model: CHEYENNE 3500

Mileage/Hours: ?

VIN # 1GBJC34K3ME175008 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: POOR CONDITION, BOX DUMP BED

Present Value: \$500.00

Engine Make, Size, & Gas Type: CHEV 350

Transmission Type: STANDARD Body Style: 2 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) GOOD, Tires: GOOD, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): ST-16

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: ST Department Manager Signature: [Signature] Date: 1/25/19

Authorized by: [Signature] Date: 2/13/19

Prepared by: D HILLS Entered by: _____









ARIZONA DEPARTMENT OF TRANSPORTATION
Motor Vehicle Division

Certificate of Title

VEHICLE ID NO.	1GBHK33R4YF450806	YEAR	2000	MAKE	CHEV		
BODY STYLE	1TPU	MODEL	GK3	MO/YR FIRST REGISTERED	00/0000	FACTORY LIST PRICE	000000
TITLE	PN0071B349021	ISSUE DATE	12151999	TYPE	OTHER	FILM	9349M08511
PREV. TITLE	MCO	ST.		ISSUE DATE		PREV. FILM	ORIGINAL
PLATE	G589CL	GROSS VEH. WGT.	000000	FUEL	G	ODOMETER MILES*	0000018 A
MH MFG.						STATUS	

REGULAR
VEHICLE OWNER(S) AND LESSEE(S)

FLORENCE FIRE DEPARTMENT



MAILING ADDRESS

FLORENCE FIRE DEPARTMENT
POB 490
FLORENCE AZ 85232

The Motor Vehicle Division, pursuant to the laws of Arizona, certifies that the applicant has been duly registered in this office as owner of the described vehicle which is subject to the liens and encumbrances, if any, herein set forth.

* A - REFLECTS ACTUAL MILEAGE.
B - MILEAGE IS IN EXCESS OF MECHANICAL LIMITS.
C - NOT ACTUAL MILEAGE - WARNING - ODOMETER DISCREPANCY

CONTROL NO. 8973527



KEEP IN A SAFE PLACE

VOID IF ALTERED



Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: 000.990.239

Year: 2000

Make/Manufacturer: CHEVY

Model: 3500 / 1 TON

Mileage/Hours: 72311

VIN # 1GBHK33R4YF450806 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: POOR CONDITION, FLAT BED

Present Value: \$500.00

Engine Make, Size, & Gas Type: CHEVY 5.7

Transmission Type: _____ Body Style: 4 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) N/A, Tires: GOOD, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): WW-25

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: WW Department Manager Signature: [Signature] Date: 1/25/19

Authorized by: [Signature] Date: 2/13/19

Prepared by: D. Hillis Entered by: _____











Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: NONE

Year: 2006

Make/Manufacturer: AMERICAN AIRWORKS 5000 PSI Compressor

Model: HP5E3

Mileage/Hours: ?

VIN # _____ Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: LIKE NEW, 5000 PSI COMPRESSOR ,9 CFM 230V 3 PHASE M,OTOR

Present Value: \$ 300

Engine Make, Size, & Gas Type: _____

Transmission Type: _____ Body Style: _____

Brakes: _____

Condition of: Hydraulic (if any) _____, Tires: _____, Glass _____

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): _____

Storage Address (Pickup Location): PUBLICWORKS YARD

Department: FD Department Manager Signature: _____ Date: 2/5/15

Authorized by: _____ Date: 2/13/14

Prepared by: DHILLS Entered by: _____



⚠ DANGER
High Voltage & High Air Pressure
Disconnect Power Source and
Discharge Pressure Before
Servicing



⚠ DANGER
Anything As Part of an
Air System is Under Pressure
& Can Be Released
Sudden Release of
Pressure Can Cause
Injury

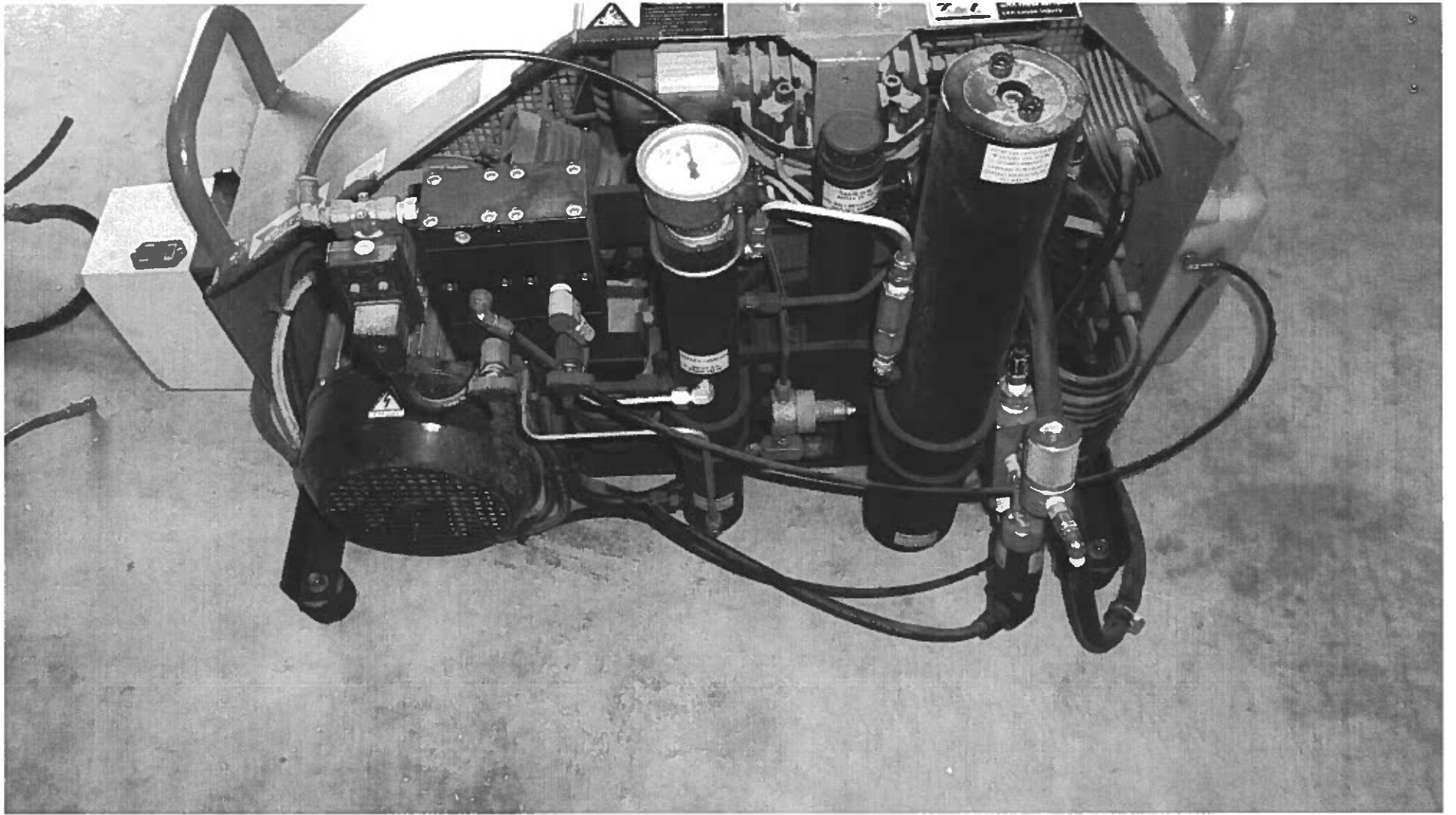


⚠ WARNING
RELIEVE SYSTEM PRESSURE
BEFORE SERVICING
DO NOT RESERVE PRESSURE
WITH COVER PIPI ASSUP
RELIEF OR SAFETY
VALVES. Excessive Pressure
Settings Can Cause
Damage and Injury



⚠ WARNING
Do not touch hot
surfaces! Contact
with these surfaces
can cause injury.







 **AMERICAN
AIRWORKS**

ROTATION →

Model No. AA-1000
Capacity 10,000 BTU
Voltage 115V
Frequency 60 Hz

 **▲ DANGER**
High Voltage - High Air Pressure
Do not touch the fan blades or
the motor when the unit is
running.

 **▲ DANGER**
Do not touch the fan blades or
the motor when the unit is
running.

 **WARNING**
Do not touch the fan blades or
the motor when the unit is
running.

 **WARNING**
Do not touch the fan blades or
the motor when the unit is
running.



Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: NONE

Year: 2006

Make/Manufacturer: LOMBARDINI GENERATOR

Model: 44 HP LOMBARDINI

Mileage/Hours: ?

VIN # SN 7332988/ TYPE LDW 2204/GE Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: LIKE NEW, 44HP LIQUID COOLED FOUR CYLINDER DIESEL ENGINE, WITH GETEK 20KVA GENERATOR, 12 GALLON FUEL TANK, & ELECTRIC REEL 120V/240V POWER

Present Value: \$1000.00 REWIND W/150' CABLE

Engine Make, Size, & Gas Type: 44 HP LOMBARDINI, DIESEL

Transmission Type: N/A Body Style: N/A

Brakes: N/A

Condition of: Hydraulic (if any) N/A, Tires: N/A, Glass N/A

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

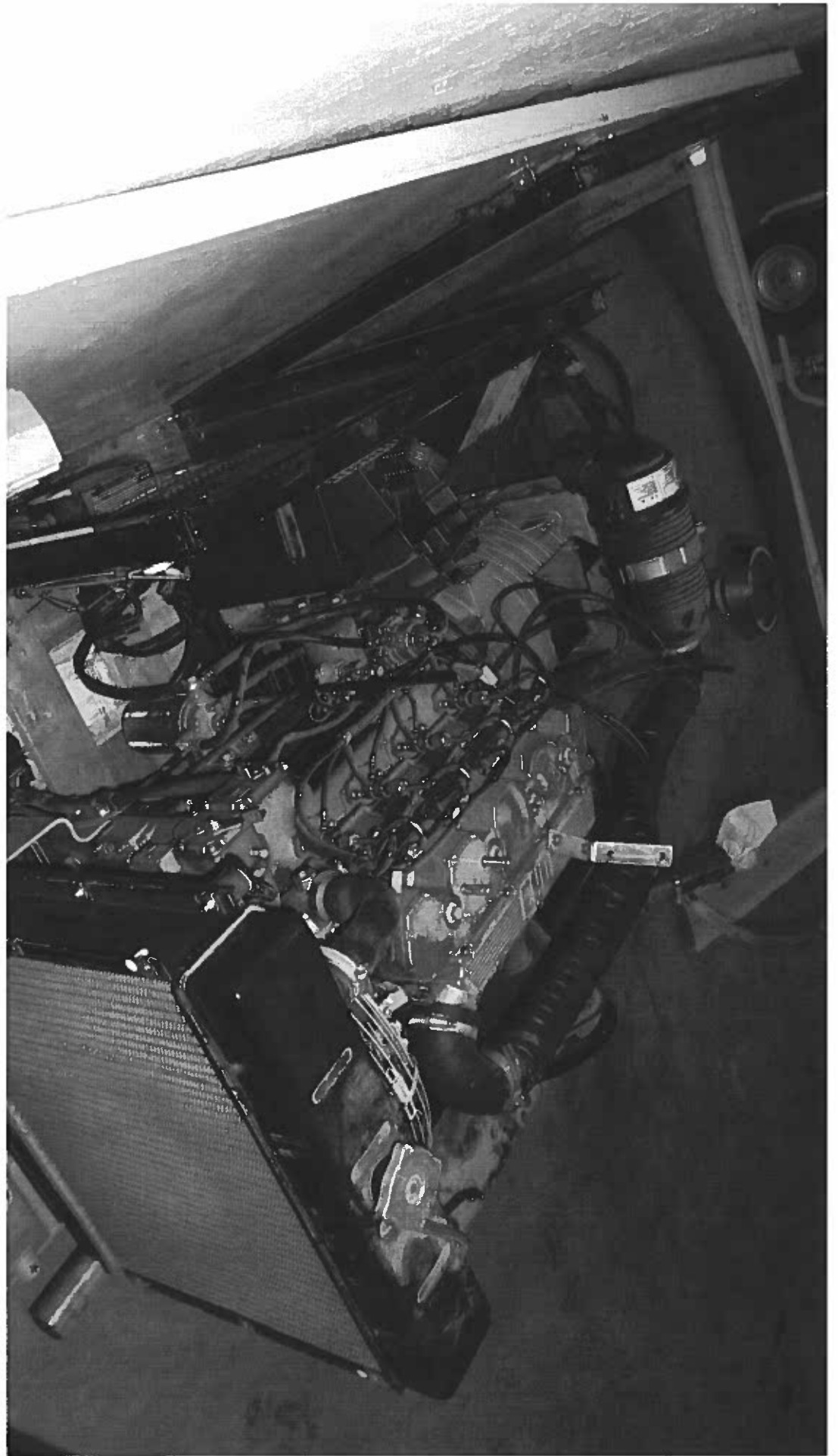
Inventory # (Item Code): _____

Storage Address (Pickup Location): PUBLIC WORKS YARD

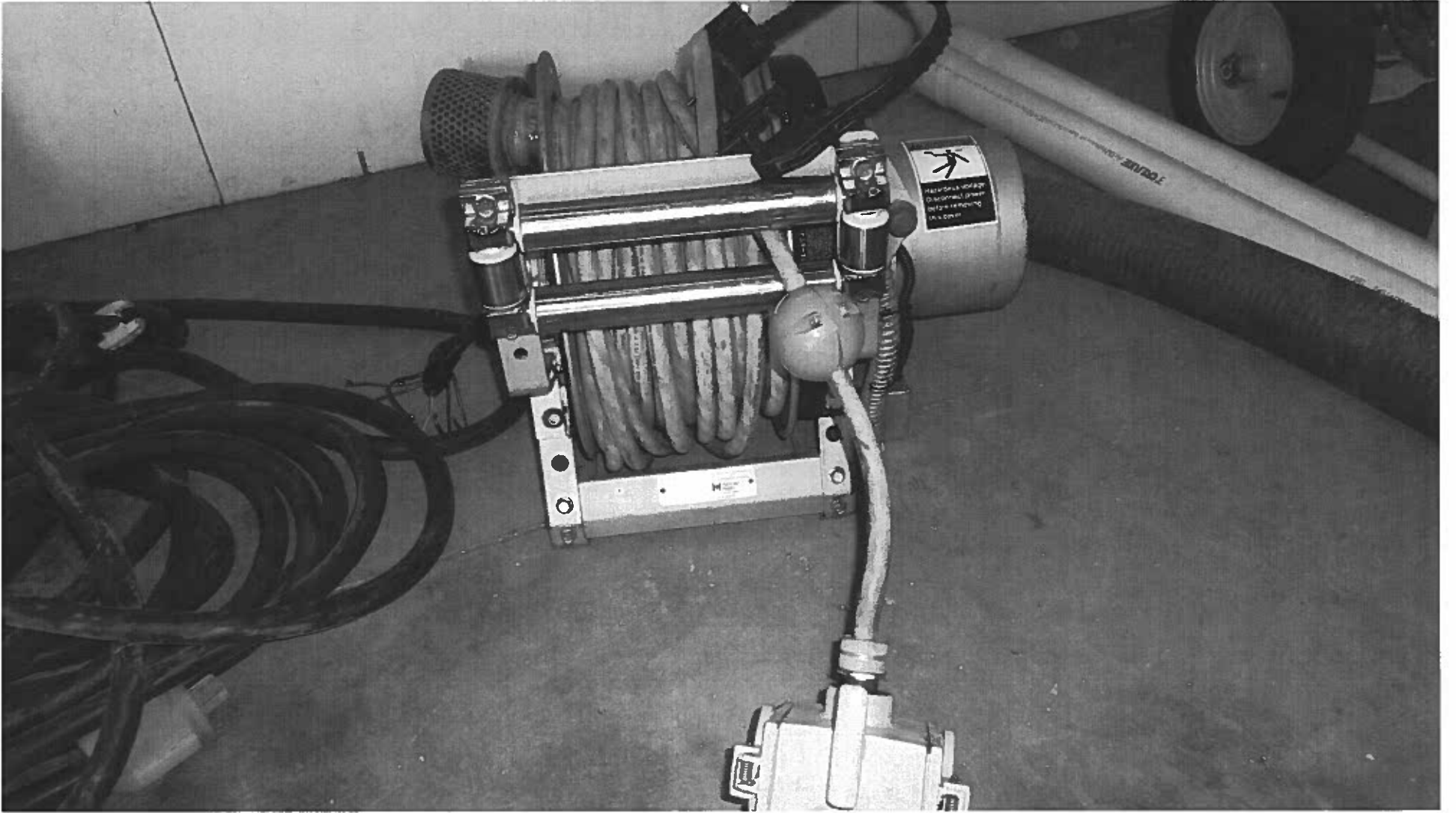
Department: FD Department Manager Signature: [Signature] Date: 2/5/15

Authorized by: [Signature] Date: 2/13/19

Prepared by: DHILLS Entered by: _____









Town of Florence
P.O. Box 2670
Florence, AZ 85132

Vehicles/Heavy Machinery Property Surplus

Please fill in the information below for each of your inventory items.

Overall Title/Asset#: ?

Year: 1999

Make/Manufacturer: CUMMINS

Model: ONAN GEN SET MODEL # 230DFAB 80985H

Mileage/Hours: ?

VIN # B990863250 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: PURCHASED FOR Y2K , FOUND IT TO BE TO SMALL TO RUN WELL,
REPLACED WITH BIGGER UNIT

Present Value: \$1000.00

Engine Make, Size, & Gas Type: _____

Transmission Type: _____ Body Style: _____

Brakes: _____

Condition of: Hydraulic (if any) _____, Tires: _____, Glass _____

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

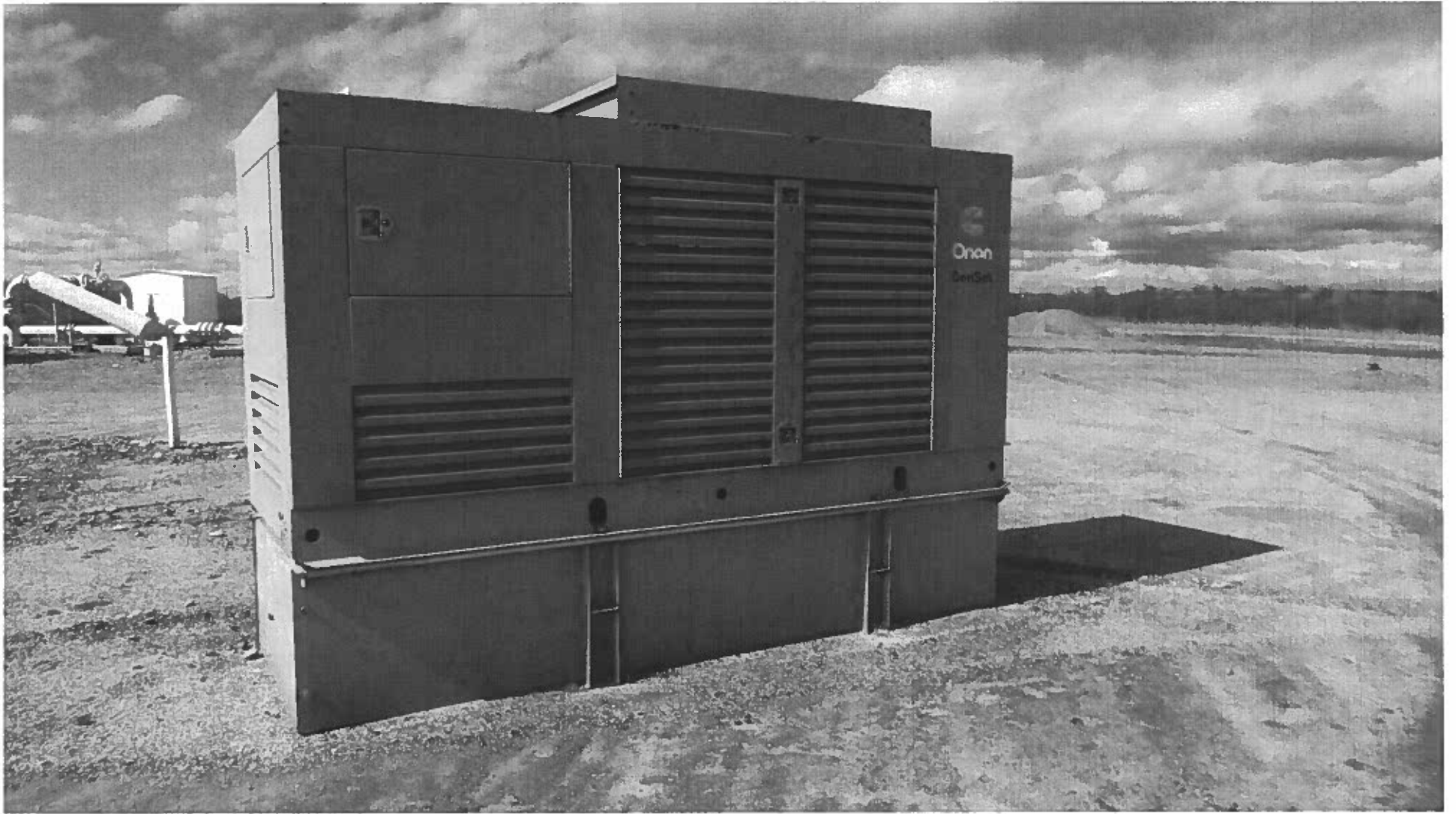
Inventory # (Item Code): _____

Storage Address (Pickup Location): WELL #1

Department: Water Department Manager Signature: [Signature] Date: 2/5/19

Authorized by: [Signature] Date: 2/13/19

Prepared by: DHILLS Entered by: _____



PowerCommand



Start/Stop

- Warning
- Steady

To reset control after shutdown: Turn selector switch to the "OFF" position and push the "Reset" button.

Control Panel

- Reset
- Stop
- Start
- Reset Lights

Engine

Oil Level

Voltage	Amperes
14.4	11
14.1	12
13.7	13

Reset Sensor

Run OFF Auto

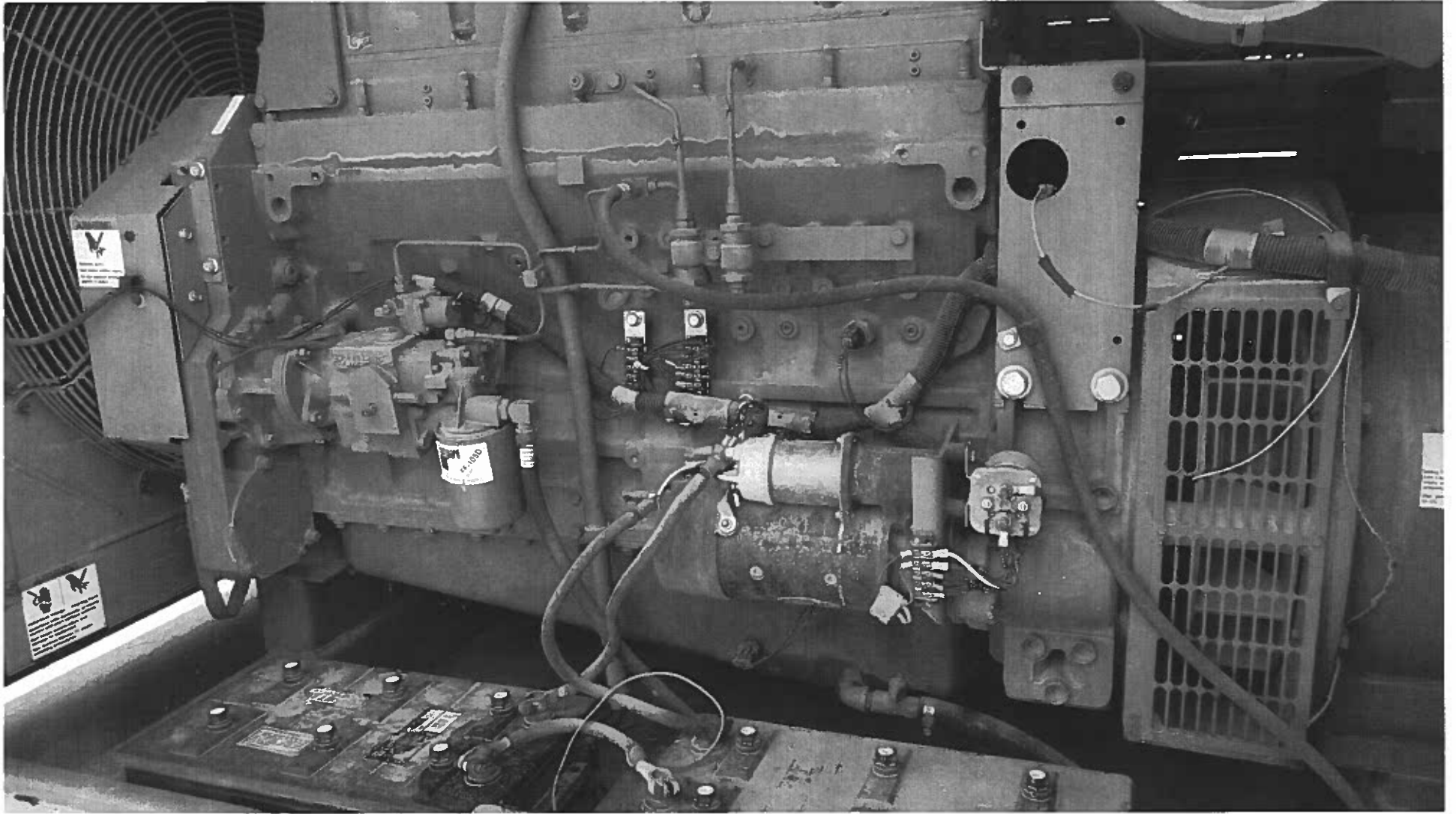


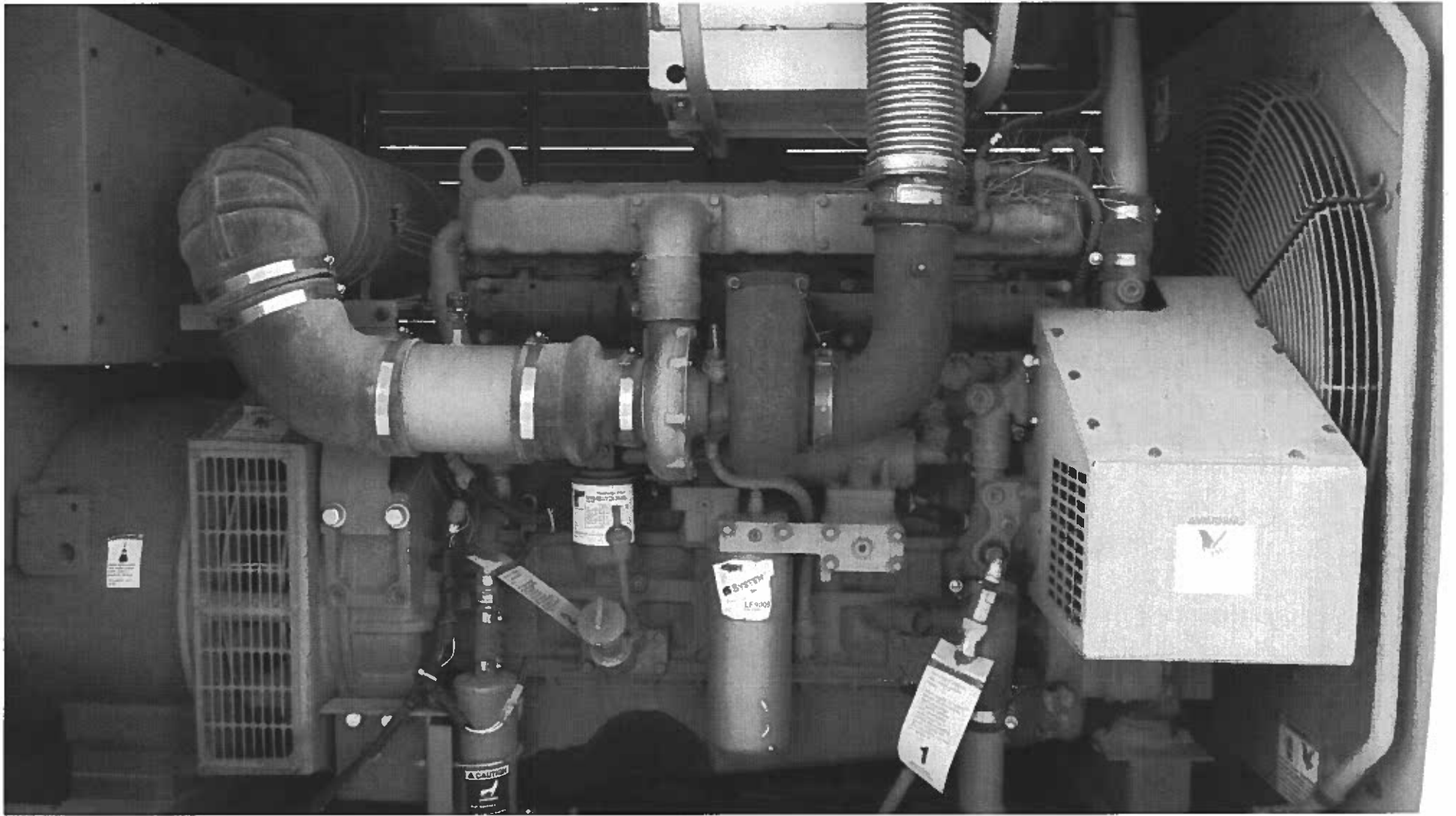
WARNING

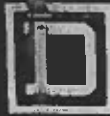
Read manual for instructions on safe use of this equipment. Do not use this equipment if you are not properly trained. Do not use this equipment if you are not properly trained. Do not use this equipment if you are not properly trained.

Push For Emergency Stop









I-LIMITER[®]
CURRENT LIMITING CIRCUIT BREAKER



ON

400 AMP

SAT. NO.
TLL34400

UL 489 60 HZ
VOLTS
240

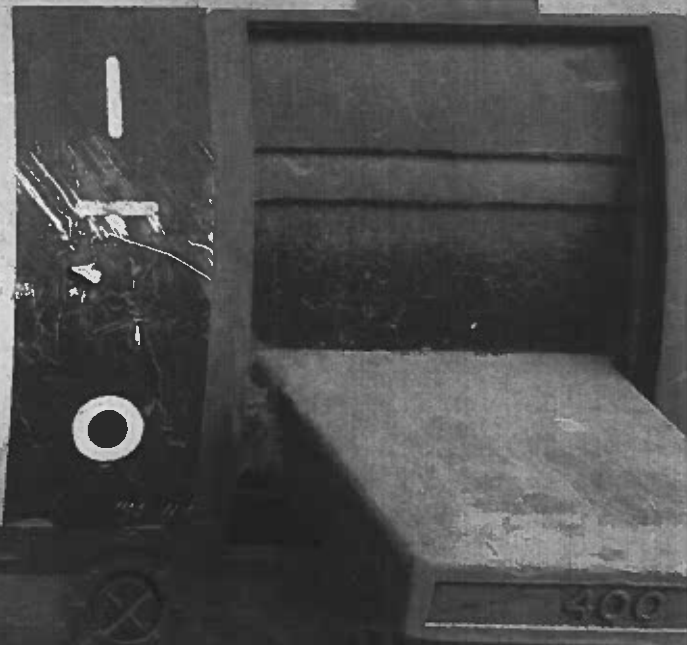
AMP
200K
200K

VOLTS
380/220
415/240

60 HZ
SQUARE D CERTIFIED

AMP
200K
200K

FOR P2 RATING
CONSULT SQUARE D



300

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING OF THE FLORENCE TOWN COUNCIL WILL BE HELD ON MONDAY, FEBRUARY 4, 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, Kristen Larsen, Michelle Cordes, Judy Hughes

Absent: Karen Wall

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

Special recognition of Captain Bill Bruin for completing the Managing Officer Program through the National Fire Academy.

Mr. David Strayer, Fire Chief, recognized Captain Bill Bruin for completing the Managing Officer Program through the National Fire Academy in Edinburg, Maryland. The program is new, and there have been approximately 250 members nationwide who have completed the program.

Chief Strayer stated that the National Fire Academy's Managing Officer Program is a multiyear curriculum that introduces emerging emergency services leaders to personal and professional skills in change management, risk reduction and adaptive leadership. Acceptance into the program is a major step in professional development as a career Fire/Emergency Medical Services manager and includes all four elements of professional development: education, training, experience and continuing education.

Students build on foundational management and technical competencies, learning to address issues of interpersonal and cultural sensitivity, professional ethics, and outcome-based performance. Upon completion of the program, they will:

- Be better prepared to grow professionally, improve your skills, and meet emerging professional challenges.
- Be able to embrace professional growth and development in your career.
- Enjoy a national perspective on professional development.
- Understand and appreciate the importance of professional development.
- Have a network of fire service professionals who support career development.

Mr. Bill Bruin, Fire Department Captain, thanked the Council and Chief Strayer for the ability to attend the program as well as serve the community for 17 years. He took four pre-requisition courses from around Arizona prior to attending, which was a great networking opportunity. He stated that academy offered him an opportunity to network with individuals on a national level. He stated that the training has prepared him for a national emergency.

Mayor Walter inquired what was his greatest takeaway from the program.

Captain Bruin stated that the networking opportunity was his greatest takeaway because it provided an opportunity to work with individuals from other organizations. One of the program's requirements is that two people from the same organization cannot complete the program at the same time.

The Council congratulated Captain Bruin for the completion of the program.

2018 Annual Report from the Greater Florence Chamber of Commerce.

Ms. Jennifer Evans, Management Analyst, stated that Mr. Larry Johnson, Executive Director for the Greater Florence Chamber of Commerce (Chamber), will present the 2018 Annual Report, as required per their Professional Services Contract, with the Town of Florence.

Mr. Larry Johnson, Executive Director, Greater Florence Chamber of Commerce, provided the 2018 Annual Report, which included:

OPERATIONS

The Florence Visitor Center and McFarland State Historic Park operated from January 1 through December 31, 2018, Monday through Saturday. Summer hours, June through September, were 9:00 am to 3:00 pm; winter hours, October through May, were 9:00 am to 5:00 pm.

The Visitor Center provided access to a public telephone (local calls only), drinking water, and general information about the Town of Florence, the region, and the state. Additions this year to available visitor information were the Chamber's Florence tourism map, an Arizona State Parks and Trails camping cabins rack card, bicycle user maps, Greenlee County guides, a Coolidge brochure, and a San Manuel brochure.

Visitor Center information was relocated to the southwest office to better showcase Florence businesses. Brochures/business cards from the Chamber office were added to the existing information.

The outside rack has been kept stocked with brochures that are available to visitors after hours. An annual Florence special events calendar was created and is updated quarterly.

VISITATION

<u>Park Visitors</u>	<u>2017</u>	<u>2018</u>	<u>+/- Percentage</u>
1 st Quarter	3378	5035	+49.1%
2 nd Quarter	791	966	+22.1%
3 rd Quarter	427	411	-3.7%
4 th Quarter	1493	1514	+1.4%
Annual Total*(see p. 2)	6089	7926	+30.2%
<u>Visitor Center Visitors</u>	<u>2017</u>	<u>2018</u>	<u>+/- Percentage</u>
1 st Quarter	1236	773	-37.5%
2 nd Quarter	321	295	-8.1%
3 rd Quarter	180	194	+7.8%
4 th Quarter	371	313	-15.6%
Annual Total*(see p.2)	2108	1575	-25.3%
<u>Total Visitors</u>	<u>2017</u>	<u>2018</u>	<u>+/- Percentage</u>
1 st Quarter	4614	5808	+25.9%
2 nd Quarter	1112	1261	+13.4%
3 rd Quarter	607	605	-.0%
4 th Quarter	1864	1827	-2.0%
Annual Total	8197	9501	+15.9%

Visitor Center counts are those visitors who come in for information only, and do not tour the remainder of the Park. The goal is to have no less than 10,000 visitors in 2019.

*Approximately midway through 2017, a change was made in how people who only visit the gift shop were tracked. Whereas in previous years they were counted as Visitor Center visitors, they are now considered Park visitors. This accounts for some of the large count changes of the first two quarters in the "Park Visitor" and "Visitor Center Visitors" categories. It did not affect the "Total Visitors" category, which shows an increase over 2017.

Ten groups toured McFarland State Park, including a church, an RV resort, a senior citizen group, schools, and a historic society.

DONATIONS

	<u>2017</u>	<u>2018</u>	<u>+/- Percentage</u>
1 st Quarter	\$1001.41	\$1115.87	+11.4%
2 nd Quarter	\$ 326.85	\$ 389.63	+19.2%
3 rd Quarter	\$ 119.08	\$ 173.50	+45.7%
4 th Quarter	\$ 173.63	\$ 159.88	-7.9%
Annual Total	\$1620.97	\$1838.88	+13.4%

GIFT SHOP

The gift shop obtained ten new vendors:

- Book Depot- children's fiction set in Arizona
- Cactus Candy Company- prickly pear products and jalapeno jelly
- Art with Vision- Southwestern home décor and note cards
- Wholesale Accessory Market- Southwestern jewelry, accessories, and décor
- Kiwanis Club of Friendship Village Service Foundation- *Arizona Nuggets*, a book of historic stories
- Turquoise Ponies Native Jewelry- Native American-made jewelry
- Arcadia Publishing- books
- Carl Jackson- cowboy poetry CD
- Rusted Spurs West- cowboy music CD
- Junk Yard Art- license plate signs
- Will continue to add vendors
 - Looking for local artists

Gross Sales	<u>2017</u>	<u>2018</u>	<u>+/- Percentage</u>
1 st Quarter	\$8091.01	\$11,762.23	+45.4%
2 nd Quarter	\$2230.74	\$2939.13	+31.8%
3 rd Quarter	\$1094.92	\$1756.46	+60.4%
4 th Quarter	\$2531.83	\$1899.21	-25.0%
Annual Gross Sales	\$13,948.50	\$18,357.03	+31.6

MARKETING

- Seven cultural/educational programs were provided for the public
 - Speaker Tom McDonald- class on landscape irrigation, January 20, 2018
 - AZ Humanities speaker Jim Turner- "Arizona Frontier Characters and Communities", February 1, 2018
 - AZ Humanities speaker Jay Mark- "Arizona's Ghost Towns", March 10, 2018
 - AZ Humanities speaker Casey Davis- "Hi Jolly and the U.S. Camel Corps", April 14, 2018
 - "Art in Session"- an art show given in conjunction with the Florence Arts & Culture Commission, July 2-7, 2018
 - Will expand into a four-part series that will go into 2020
 - Speaker Hoyt Huckabay- "An Arizona Tragedy: The Power Brothers", July 4, 2018
 - Speaker Hoyt Huckabay- "Redfield/Tuttle: Vigilante Justice?", November 3, 2018

Attendees totaled 107, excluding "Art in Session" visitors. "Art in Session" was well received and well attended. All programs were promoted on the Chamber website, the Chamber newsletter, the Chamber and McFarland Facebook pages, the Florence newspaper, a neighborhood website, and flyers. This year Arizona State Parks and Trails has started advertising our events on their website and other social media sites.

On November 17 – December 29, 2018 the courtroom housed a Smithsonian Museum on Main Street exhibition, "Water/Ways", brought by the Town of Florence.

The Chamber had a Florence brochure professionally designed and printed to promote Florence in the region and state.

McFarland State Park/Florence Visitor Center participated in the Florence Annual Historic Home Tour. Visitors totaled 857. Road to Country Thunder entertainers were hosted by the Town in the courtroom.

Mr. Johnson stated that through the Parks Agreement they are required to have a certain number of speakers for the Speaker Series. They had seven speakers last year and will be expanding this year. He stated that they are focus more on promotion of events. They are trying to create a collaborative partnership with some of the regional area chambers as well as area communities.

Mr. Johnson stated that they polled their members and will be implementing some of the things that are important to their membership, such as:

- First Thursday
- Partnership with Central Arizona College for introduction courses related to their long-term success and sustainability of their business
- Produced brochure
- Updated website to make it more user-friendly and more inclusive of the entire community
- Established partnership with the Southern Arizona Chamber of Commerce Association
 - Through changes that occurred in 2018, they are now able to offer small businesses (2-5 employees) group rate discounts for United Healthcare.
 - They will be able to afford healthcare for the first time
- Other projects:
 - Home Tour
 - Car Show
 - Expecting 200 plus cars
 - New Events
 - State of the Town and County
 - Community Awards Banquet
 - Muscles on Main Car Show
 - Cruise In event on a monthly basis
 - Business (inaudible) and Relocations Visitors Guide
 - Partnership with Country Thunder
 - Exposure to 30,000 people
 - Working on tourism videos
 - Video will be looped and played continually throughout the event

Vice-Mayor Anderson congratulated him on his presentation.

Presentation of the 2019 Legislative Agenda

Mr. Ben Bitter, Assistant to the Town Manager, provided a presentation in which he discussed the following:

- Goal
 - To adopt a legislative agenda that allows the Town of Florence to effectively focus our legislative efforts on Council priorities.

- 2019 Legislation
 - First Regular Session of the 54th Legislative Session began January 14, 2019.
 - Session should last about 100 days (~April 23, 2019)
 - Senate President Karen Fann (R - Prescott)
 - Speaker of the House Rusty Bowers (R - Mesa)
- Florence Representatives
 - District 8
 - Senator Frank Pratt (R – Casa Grande)
 - Representative T.J. Shope (R – Coolidge)
 - Representative David Cook (R – Globe)
- Proposed Legislative Agenda
 - Protect/Enhance Existing Revenue Sources
 - Highway User Revenue Fund/State Shared Revenues
 - Got full portion last year
 - Watching bills to ensure that one doesn't come up to take it away
 - Digital Goods and Online Sales tax bills (Wayfair v. South Dakota)
 - Allowed path for cities, counties and states to collect sales tax
 - Exempt digital goods and software from sales tax
 - Oppose Cost Shifting onto Cities and Towns
 - Preserve Local Control
 - Incorporation/Land Use Planning/Business Licensing.
 - Home based business that could affect neighbors
 - Adopt Positive Structural Reforms
 - Transportation/Infrastructure improvements (North-South Corridor)
 - Strong advocate for North-South Corridor
 - Create Economic Development Tools
 - Tax Increment Financing/AZ Commerce Authority
 - Arizona is the only state that does not allow tax increment financing
 - Enhance Tourism
 - Supportive of getting additional dollars to the Arizona Office of Tourism
 - Public Services
 - Protect surface and ground water/reclaimed & remediated
 - Do No Harm
 - Don't want to hurt the legislature
 - Don't want cities and towns are not hurt
 - Provide information to make sound policy across the state.
- Implementation Plan
 - Staff will:
 - Advocate in support of this agenda at all levels.
 - Coordinate activities with the Arizona League of Cities and Towns.
 - Have active lobbyists at the Capital every day
 - Communicate with Council on issues affecting Florence and Pinal County through Legislative Updates in agenda packets.
 - Enlist assistance of individual members of Council to initiate targeted strategies when warranted.
 - Seek additional Council direction as needed.

- Attend the Central Arizona Governments (CAG) Legislative Day on February 4, 2019.
 - 10 Legislatures were present
 - Discussed many issues, including transportation
 - Review bills as they are presented and register positions on the Legislature’s “Request to Speak” system.
 - Registered so they can express their view on the State system
 - Assist in helping to pass good bills
 - Helping to kill bad bills
 - Register each councilmember for access to the system.
 - Communicate with AZ Representatives Cook & Shope, AZ Senator Pratt, U.S. Representative Gosar and U.S. Senators Sinema and McSally.
- State Budget (2019/2020)
- Governor is proposing over \$1billion in new spending
 - One-time deposit of \$542 million to the State “Rainy Day Fund”
 - \$637 million in new money for K-12 education
 - Full-funding of Highway User Revenue Fund (~\$4 million more for cities)
 - About \$16,000 extra to HURF, based on proportional allocation.
 - \$3 million of funding for competitive Rural Broadband grants
 - Keeps the Department of Revenue assessment at \$20.8 million
 - Town of Florence paid \$62,548 to Arizona Department of Revenue (ADOR) in FY19.
 - Proposes a 10-15% increase in salaries for Department of Corrections and Juvenile Detention Center employees across the state.
 - Employees having more income may spend more money in our community
 - Creates a “Pinal County Regional Workforce Training Center” in Casa Grande to teach advanced manufacturing skills for electric vehicles.
- Important Bills
- Senate Bill (SB) 1001 – Repeal of Highway Safety Fee (VLT) (Sen. Ugenti-Rita)
 - Repeal of DPS funding mechanism could lead to Highway User Revenue Fund (HURF) sweeps again.
 - \$32.00 fee is being appealed
 - Revenues lost will not be taken out of HURF
 - Amendment calls for Department of Public Safety (DPS) operations to be “fully funded by the state general fund.”
 - House Bill (HB) 2047 – Redistribution of HURF funds (Rep. Cook)
 - Would provide new formula to distribute HURF funds, and would favor all communities except those in Maricopa, Pima, and Pinal Counties.
 - HB 2158 – Food exemption from municipal sales tax (Rep. Bolick)
 - Would make all food non-taxable, cutting out a large revenue source for many communities across the State.
 - Florence collects approximately \$336,000 per year
 - 7.3% of Town’s total tax collection
 - HB 2201 – Partisan offices for local officials (Rep. Carroll)
 - Would require all councils to run on partisan ballots
 - Municipal officials are non-partisan
 - HB 2405 – Regulated water company violations (Rep. Shope)
 - Would ensure ACC has statutory authority to appoint interim managers for utility companies that do not meet standards.

- HB 2100 – Appropriation for 2020 Census (Rep. Espinoza)
 - Would provide \$2.5 million to cities/towns for Census outreach.
 - Important to get everyone counted
- SB 1460 - Digital Goods
 - Opposed to this bill
- SB1165 – Wireless communication devices
 - Distracted driving bill
 - Supported by Senate President and Speaker of the House
 - Amendment will make it further expansive to include smart watches and electronic devices such as iPad.

Vice-Mayor Anderson asked for contact information to the Town's representative as well as direction on how to support or oppose a bill.

Mr. Bitter stated that he can provide training for anyone who is interested in utilizing the system to support/oppose bills.

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

Approval of the Public Safety Personnel Retirement System- Pension Funding Policy. (Move to accept and approve the Public Safety Personnel Retirement System- Pension Funding Policy and to accept the assets, liabilities, and current funding ratio of the Town's Public Safety Personnel Retirement System trust funds from the June 30, 2017 actuarial valuation. (Joe Jarvis)

Approval of accepting the register of demands ending December 31, 2018, in the amount of \$2,283,155.61 (Joe Jarvis)

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (6-0) to approve the Consent Agenda, as written.

NEW BUSINESS

Ordinance No. 670 -19: First reading 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 AND HELD MOBILE DEVICES INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE AND REPEALING CONFLICTING ORDINANCES.

Mayor Walter stated that the use of cellphones while driving has been found to be a significant cause of vehicular accidents. Many states have enacted some type of restriction on cell phone use while driving. Senate Bill (SB) 1165 has been introduced which 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. Drivers may operate their devices that are attached to a windshield, center console, or dash board so long as it does not hinder the driver's view of the road and it operated with a single tap or a swipe with their hand. There are also exemptions outlined in the bill for

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those in emergency situations and for emergency and law enforcement personnel, if acting in their official capacity.

Mayor Walter stated that the local ordinance will mirror SB 1165. The proposed ordinance would prohibit hand held cell phone use while operating a motor vehicle. The violation will be a civil offense that would include a \$250 fine. Appropriate exemptions would apply including if the driver was commuting to an emergency, communicating in an emergency to emergency personnel.

Mayor Walter stated that if Council chooses to adopt the ordinance, staff sends a letter to Senator Kate Brophy McGee, who is the sponsor of SB 1165, expressing the Town's support of the bill.

Mayor Walter stated that staff further recommends that should the Governor sign a bill that conflicts with this ordinance, the Council will rescind this ordinance.

Mayor Walter stated that under SB 1487, from 2016, the Town could lose its shared revenues if it is determined that it passed a law that violates a state law or the Constitution or that otherwise conflicts with a State Law.

Mayor Walter stated that Brendan Lyons, Founder of "Hands Free Arizona" will provide a presentation to the Council and outline how "Hands Free Arizona" came to be. His goal is to bring awareness and ignite change.

Councilmember Hawkins stated that this law has been needed for quite some time.

Mr. Daniel Hughes, Police Chief, stated that if this ordinance passes, copies will be taken to the Florence High School to educate the students on what could happen.

Councilmember Hughes inquired about the citizens who are going to try and help enforce this law by using their phone to take pictures of people using their phone.

Chief Hughes stated that the pictures could come from passengers or someone on the roadway.

Councilmember Larsen stated that she agrees with the texting aspect; however, the data has to be fully analyzed. The handsfree devices are no safer than hand held device as conversations are a distraction. She stated that the studies have proven that there is no difference from a safety aspect.

Chief Hughes stated that most enforcement will be for someone who is really crossing the line and for something severe, such as weaving or causing a hazard for other drivers.

Councilmember Larsen stated that the law should reflect how the law will be applied and enforced.

Councilmember Cordes stated that she does not believe you should be allowed to use your phone at a red light or railroad crossing. She would prefer that the notice be sent to the Florence Unified School District rather than just the Florence High School.

Chief Hughes stated that they will provide the information to the Florence Unified School District.

Vice-Mayor Anderson stated there are several types of devices that hold your phone while in the vehicle. He is in support of the ordinance.

Discussion/Approval/Disapproval affirming the April 1, 2019 rate increase approved by the Town Council, by the passage of Resolution No. 1664-18.

Mr. Joe Jarvis, Finance Director, stated that staff is requesting for Council to affirm the decision made by the previous Town Council on April 1, 2018 to adopt Resolution No. 1664-18. It is staff's intent to increase the utility rates, per the analysis completed by Willdan Financial Services. The analysis was based upon the anticipated revenue coming in and the anticipated improvements that needed to be done to the water and wastewater system for the next 20 years.

Mr. Jarvis explained that Resolution No. 1664-18 was adopted with Scenario #3, which was for rate increases for each of the next calendar years through 2022.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (5-1: Mayor Walter: Yes; Vice-Mayor Anderson; Yes; Councilmember Hawkins: Yes; Councilmember Larsen: Yes; Councilmember Cordes: No; Councilmember Hughes: Yes) to affirm the April 1, 2019 rate increase approved by the Town Council, by the passage of Resolution No. 1664-18.

Discussion/Approval/Disapproval of authorization of Town staff to grant an exception to the Town of Florence Code of Ordinance Section 51.060, granting a private sewer system in the Florence Town limits due to extreme hardship.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Anderson, and carried (6-0) to table this item to February 19, 2019 Town Council Meeting.

Discussion/Approval/Disapproval of appointment of Board/Commission members. (Lisa Garcia)

Appointment of Neola Bye-Beza, to the Arts and Culture Commission, with a term to expire December 31, 2019.

Appointment of Cydni Ambrosio to the Library Advisory Board, with term to expire December 31, 2020.

Re-appointment of Talma Beal Harmon to the Library Advisory Board, with a term to expire December 31, 2020.

Appointment of Andrea L. Hild, to the Parks and Recreation Advisory Board, with a term to expire December 31, 2021.

Appointment of William E. Tanner, as Alternate to the Planning and Zoning Commission.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Anderson, and carried (6-0) to appoint Neola Bye-Beza, to the Arts and Culture Commission, with a term to expire December 31, 2019; appoint Cydni Ambrosio to the Library Advisory Board, with term to expire December 31, 2020; appoint Talma Beal Harmon to the Library Advisory Board, with a term to expire

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December 31, 2020; appoint Andrea L. Hild, to the Parks and Recreation Advisory Board, with a term to expire December 31, 2021 and appoint William E. Tanner, as Alternate to the Planning and Zoning Commission.

MANAGER'S REPORT

Mr. Billingsley stated that the Town has retained the services of GreenPlay, LLC, to do the Parks, Trails, and Open Space Masterplan Update. A series of focus groups were held to develop a feeling from the public and stakeholders in terms of what is important in terms of the Town's parks, trails, and open space.

Mr. Billingsley stated that last year the Town contracted with ANR Alarm to install wireless fire alarm system in the downtown area. The system panel has the ability to receive over 1,000 points, which is one point for every single smoke detector, motion detector, etc. It was sized to protect all of the commercial buildings on historic Main Street. The system has been installed in five buildings, with one pending. There is a large saving in utilizing this system rather than a traditional system. This system is an option for those in the downtown area.

Mr. Billingsley stated that the Town entered into a partnership with Milandr for the Florence Smart Cities Project. The hardware has been purchased for the gateway. Mr. Trenton Shaffer, IT Director, is working with Air Beam to get the hardware installed. The equipment has been tested and install should take place within the next few weeks.

Mr. Billingsley stated that the final preparations are being done for the Home Tour. The volunteer and homeowner appreciation meeting will be held February 7, 2019.

Mr. Billingsley stated that the First Street Project, which is from Main Street to State Highway 79 has broken ground. This is a major street reconstruction project. There will be a slight delay due to the rain.

Mr. Billingsley stated that he has included upcoming events, meetings and forums, revenue and advertisements on his monthly written report. He stated that both state shared revenues are up by 7.8% from the December 2018 report. The Highway User Revenue Fund revenue is 2.9%.

DEPARTMENT REPORTS

Community Development

Community Services

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 Cordes stated that she enjoyed the Legislative Day.

Councilmember Hawkins thanked the Community Services Department for finishing the pickle ball courts. The Town now has six courts. The tennis courts have been striped for pickle ball. He invited the public to attend the home tour.

Vice-Mayor Anderson stated thanked Councilmember Wall for the invitation to attend the Pioneer Historical Cemetery Tour. It was very interesting. The Adamsville Cemetery has three cemeteries. He stated the Adamsville Cemetery needs to be transferred to the Town.

Vice-Mayor Anderson stated that he joined an organization titled “Water Now”. The Bureau of Reclamation has announced three water smart grant opportunities. He has forwarded this to staff to see if Florence can qualify for the grants.

Vice-Mayor Anderson would like to ask that the design reviews be added to the department reports. The veteran memorial project is moving along. They are accepting donations, which are going through the American Legion and are tax deductible.

Mayor Walter stated that the Town will do a survey and residents will be chosen at random to receive the survey. The survey will also be available online.

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 regarding use of the Town’s real properties and related facility policy, procedures, current leases, rents due, and delinquent taxes.**
- b. **Update the Town Council on current and future nondisclosure agreements for economic development projects.**
- c. **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.**
- d. **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 (6-0) to adjourn to Executive Session.

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Vice-Mayor Anderson, seconded by Mayor Walter, and carried (6-0) to adjourn from Executive Session.

ADJOURNMENT

On motion of Mayor Walter, seconded by Councilmember Hughes, and carried (6-0) to adjourn at 10:04 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 February 4, 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 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.

CALL TO ORDER

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

ROLL CALL:

Present: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, *Michelle Cordes, Judy Hughes

*Attending by phone: Michelle Cordes

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

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

Mr. Rick Granell, Vice-President of Southern Arizona Business Coalition, Tucson, Arizona, stated that their organization started seven years ago to support junior and developing mining companies throughout southern Arizona. He stated that the need for copper has increased due to the increase in population. He stated that he has followed the Florence Copper Project for the last eight years and hopes Florence will find resolution with Florence Copper to move forward. He stated that Florence is spending \$134,000 annually for economic development. The Florence Copper Project will provide an additional \$2.3 million over the next 30 years. He stated that the need for copper touches everyone's lives in so many different ways to function as a society.

Mr. Peter Koulouris, Owner of Mount Athos Restaurant, congratulated the Town and the Greater Florence Chamber of Commerce for a great car show event, which brought a lot of people and business for Florence.

Mr. Koulouris stated that there was a water main break, and unfortunately, the businesses were not notified in a timely manner. Florence needs to upgrade its response system. The last time this happened, they had a \$30,000 loss because it blew up the soda machine and the entire upstairs of his building flooded. He did not receive any notification and attempted to contact the

Public Works Department. He was not able to prep his business and had to close their doors, which caused him to turn away approximately 70 customers.

Mr. Koulouris stated that the Town needs to come up with a system to notify businesses of emergency situations.

PUBLIC HEARINGS AND PRESENTATIONS

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).

Mr. Dana Burkhardt, Planning Consultant, provided a presentation in which he outlined the following:

- 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
 - October 18, 2018 Planning and Zoning Commission Work Session
 - November 15, 2018 Planning and Zoning Commission Review/Discussion
 - December 4, 2018 Neighborhood Meeting (5-6:30PM Community Center)
 - December 20, 2018 Planning and Zoning Commission (public hearing)
 - January 2, 2019 Historic District Advisory Committee Review/Discussion
 - January 17, 2019 Planning and Zoning Commission (public hearing and action)
 - February 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 and definitions related to signs
 - Re-organized for clarity
 - Address Reed v. Gilbert Supreme Court decision
 - Increased monument sign height for commercial uses along major transportation corridors
 - Single project monument sign up to 15-foot max
 - Arterial roadways are allowed up to a 10-foot monument sign for a single property
 - outside of arterials – up to 8 feet in height
 - Allowing one electronic/digital sign per parcel, but excluded from Historic District
 - Guaranteed minimum 16 square feet of wall signage
 - Drive-thru menu boards may be closer to street

- Maximum aggregate sign area for commercial is increased

Councilmember Larsen read Section I on page 16, which states that all signs shall be professionally constructed and installed and appears to include temporary signs and A-frames as well. She inquired if it is necessary for temporary signs and A-frame signs to be professionally constructed and installed.

Mr. Burkhardt stated that the existing sign criteria was not modified. He stated that he will research this further.

Vice-Mayor Anderson stated that the sign code is complicated and would prefer to have a work session to discuss this further.

Mayor Walter stated that she would prefer a work session as well. She stated that the sign code seems complex in comparison to other communities.

Mr. Burkhardt stated that the sign code was drafted in 2015 and went through the process. This is a continuation of the process.

Mayor Walter inquired if the businesses have provided any feedback.

Mr. Burkhardt stated that staff has communicated with the Greater Florence Chamber of Commerce on a number of occasions and they did not receive any individual comments. He stated that a representative of the Chamber was present at the neighborhood meeting and they had good conversation. He stated the proposed amendments are more business friendly than the existing Code.

Discussion included on the length of the document and the rationale as to why it is so descriptive.

Councilmember Wall stated that 10 pages are definitions only and suggested that the definitions can be its own separate document.

Mayor Walter opened the public hearing.

Mr. Larry Johnson, Executive Director, Greater Florence Chamber of Commerce, stated that they did not seek communication about the process. He stated that this is a very busy time of the year for everyone and many could not attend the public hearing. He suggested that these types of meetings be held in the summer months to allow for better attendance.

Mayor Walter closed the public hearing.

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.)

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

- Why update off-street parking and loading regulations?
 - Last update was 2006
 - Need for flexibility to effectively serve various scenarios
 - Establish minimum design standards (dimensions)
 - Applies to on-site or private property (off-street) parking
 - 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
 - September 20, 2018 Planning and Zoning Commission Work Session
 - October 18, 2018 Planning and Zoning Commission Work Session
 - November 15, 2018 Planning and Zoning Commission Review/Discussion
 - December 4, 2018 Neighborhood Meeting (5-6:30PM Community Center)
 - December 20, 2018 Planning and Zoning Commission (public hearing)
 - January 2, 2019 Historic District Advisory Committee Review/Discussion
 - January 17, 2019 Planning and Zoning Commission (public hearing and action)
 - February 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, and the design guidelines outline parking in certain ways
 - 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
 - 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 feet (ft.)	18 ft.	13 ft.	12 ft.	13 ft.
Two Way Traffic	24 ft.	23 ft.	21 ft.	20 ft.	19 ft.

- 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.

Councilmember Hawkins stated that they he attended all of the meetings, except for the neighborhood meeting, and only one resident attended.

Vice-Mayor Anderson stated that there are no requirements for ingress or egress and inquired why there are none.

Mr. Burkhardt stated that the Code is written in a way that is reliant on the Fire Marshall, public safety, and all of the reviewers, to determine how many access points are required. The Fire Code goes in-depth regarding when and where fire lanes are required and multiple points of access etc.

Vice-Mayor Anderson stated that he is concerned about the use of recycled asphalt pavement materials being allowed to be used, such as recycled material, as it can contain gas, oil and other material and can have an environmental impact.

Vice-Mayor Anderson stated that in the maintenance section, he does not believe the Town can hold a lessee responsible.

Mr. Brent Billingsley, Town Manager, stated that the only way you can have a lessee responsible for a parking lot is if it is part of the terms in their rental agreement.

Vice-Mayor Anderson inquired what it means to be grandfathered.

Mr. Burkhardt explained what a grandfathered circumstance means.

Vice-Mayor Anderson inquired if they could use common language for certain words and it could reduce the definitions section.

Mr. Burkhardt explained that it is customary to have definitions because of the context that zoning, and land use laws use. There are several different meanings and different context for several of these words. Having a clear definition is advantageous.

Councilmember Larsen asked for clarification regarding parking standards for multi-family, non-residential, mixed use and PUDs and it being required to be screened from street view and residential development by a berm and/or wall with landscaping. She inquired if the Town is currently doing this.

Mr. Burkhardt explained that screening of parking areas is consistent with other communities. It is common to screen the bottom three feet of the parking area. It has been in the Town Code

since 1972. Landscaping is always required to provide frontage aesthetics and a walkable environment.

Mr. Burkhardt explained what a berm is and how it brings in more of a natural appearance. He stated that this does consume a lot more space and there are restrictions.

Mr. Billingsley stated that screen walls came to be in the 1970s to keep direct headlights from shining into traffic's eyes. He stated that here are screen wall requirements as well as distance requirements. If it is 150 feet from the street, there is no need to screen.

Vice-Mayor Anderson inquired about the minimum required spaces for churches. He would prefer that a different word be used. He suggested that assembly halls be used.

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

Recognition of the 34th Annual Historic Home Tour Committee.

Mr. John Nixon, Recreation Superintendent, thanked the Home Tour Committee for their time and commitment. He stated that the weather did not cooperate; however, they still had over 800 paid visitors who attended the Home Tour. He stated that the Committee is involved in the following:

- Selection and invitation of the homes
- Discussions with the homeowners
- Discussion about the route selection
- Assistance with obtaining sponsors
- Assist with edit and review the final booklet
- Go to speaking engagements to promote the event
 - Do so at their expense

Mr. Nixon stated that there are several other things that the Committee is involved in.

Mr. Nixon presented the following Committee members with a Certificate of Appreciation, and each member expressed how much they enjoyed being on the Committee:

- Chris Reid
- Lynn Smith
- Barbara Kelly
- Laurie Moore
- Maricella Benitez
- Larry Johnson
- Mandy Rogers
- Sandy Walker

Mr. Nixon thanked all the homeowners, businesses, government agencies and Town departments for making this event successful.

Mr. Nixon stated that Alison Feliz took over the Chairman position in August and has done a great job.

2017-2018 Police Annual Report

Mr. Dan Hughes, Police Chief, stated that there are two divisions:

- Operation Division
 - Under the control of Lieutenant Terry Tryon
 - Police Services
 - K-9
 - Field training
 - Narcotics Task Force
 - Patrol and uniformed officers
- Support Services
 - Under the control of Ms. Deanna Husk, Police Support Services Manager
 - Civilian Staff
 - Budgeting
 - Evidence collection
 - Records

Chief Hughes stated that Ms. Husk is also the Police Department's Public Information Officer.

Chief Hughes went over the crime statistics and there are three points to a crime: opportunity, perpetrator, and victim, and if they can break off one of those points, they are able to stop crime.

Chief Hughes discussed the following:

- Statistics
- Education on becoming crime free
- Home and business surveys for security
- Increase in assaults
 - Due to increase assaults in the prisons, which are part of Florence's statistical information
- Vehicular thefts have decreased this year
- Majority of misdemeanor offenses are traffic related
- Drug violations are low
- Florence is one of the safest cities in Arizona

Mayor Walter stated that she is proud that Florence is one of Arizona's safest cities.

Councilmember Hawkins inquired what type of vehicles were stolen.

Chief Hughes stated that the majority of vehicular thefts were due to a family member taking a vehicle and not returning them. There were a total of nine vehicular thefts for the year.

Vice-Mayor Anderson inquired if there are statistics regarding illegal aliens.

Mr. Hughes stated that statistics are not kept on illegal aliens, but rather if the person is a criminal or not.

Presentation by Pinal County United Way, Live United.

Mr. Braden Biggs, Community Programs Manager for United Way, provided a presentation on their 2018 Annual Report, in which he outlined the following:

- 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
- Reading by Third Grade
 - 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 – partnered with Town of Florence
 - 10 volunteers donated 3.5 hours
 - Value \$736 in labor
 - Bagged 125 literacy kits
 - Created 48 sock puppet
- 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 10,000 servings of Minestrone
- Food Distributed
 - Elks Feeding Empty Little Tummies (EFELT)
 - Florence Unified School District
 - Eight Florence providers participating
 - Superior Food Bank
 - Apache Junction School District

- Leftovers were taken by local church to make extra kits
- Heat Relief Network
 - Unity Way Pinal County/Pinal County Government/Central Arizona Government
 - Over 70 partners
 - Collected and distributed 39 pallets of water
 - Help spread heat and freeze warnings that are issued
 - Collaborated with Arizona Public Service/Salt River Project for high heat days and cooling stations
- Volunteer Tax Assistance Program (VITA)
 - 1300 County-wide taxes prepared
 - \$1.5 Million dollars in refunds
 - \$430,000 in EITC Refunds
 - 100 residents of Florence assisted
- Annual Dinner
 - 2018 at Winery and 2019 confirmed at the Winery
 - 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 in Florence and Coolidge)

Mayor Walter thanked United Way for all that they are do for the community.

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

Approval of Addendum Two Modification of the Lease Agreement dated October 1, 2016, between the Town of Florence, and Bucks 4 Style, LLC. (Jennifer Evans)

Award a contract to Right Away Disposal, LLC, for solid waste services (sludge hauling component only). (Ben Bitter)

Approval of the January 3, January 7, January 14, January 22 Regular, and January 22 Special Town Council Meeting minutes.

Receive and file the following board and commission minutes:

- December 13, 2018 Arts and Culture Commission Meeting minutes**
- December 26, 2018 Historic District Advisory Commission Meeting minutes**
- October 17, 2018 Library Advisory Board Meeting minutes**
- July 26, 2018 Parks and Recreation Advisory Board Meeting minutes**
- December 20, 2018 and January 3, 2019 Planning and Zoning Commission Meeting minutes**

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 a.

Approval of Addendum Two Modification of the Lease Agreement dated October 1, 2016, between the Town of Florence, and Bucks 4 Style, LLC.

Vice-Mayor Anderson was under the impression that two agreements were being modified.

Ms. Jennifer Evans, Management Analyst, stated that there is one addendum being done at this Council meeting and the other will come before the Council at the next meeting. The client needed to be compliant with the existing lease before the addendum was brought before Council.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hughes, and carried (7-0) to approve Addendum Two Modification of the Lease Agreement dated October 1, 2016, between the Town of Florence, and Bucks 4 Style, LLC.

UNFINISHED BUSINESS

Ordinance No. 670-19:

Mayor Walter read Ordinance No. 670-19 by title only.

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.

Mr. Brendan Lyons, Executive Director, Look Save a Life, stated that distracted drivers kill people every day and families are left to carry the burden of these preventable losses. He outlined the following:

- Three main areas of distracted driving
 - Anything that takes your eyes off of the road
 - Anything that takes your hands off of the wheel
 - Anything that takes your mind off the task of driving
- Cannot operate a motor vehicle without risking public safety while utilizing their phone while driving
- Discussed various car accidents that happened due to people utilizing their phone while driving and the devastating effects as a result

Mr. Lyons stated that as a firefighter, he responded to such accidents. He explained how he was hit from behind while riding his bike in a dedicated bike lane by a vehicle going 45 miles per hour. He sustained numerous spinal and pelvis fractures and suffered a traumatic brain injury and was forced to a lengthy hospital recovery. He also lost his fire career. He endured many types of therapy and rehabilitation. He had to use a wheelchair to get around and was unable to drive for approximately six months.

Mr. Lyons explained the pain and suffering he endured due to his injuries as a result of someone using their phone.

Mr. Lyons stated that 26 jurisdictions in Arizona have adopted ordinances that regulate distracted driving. He stated that 15 of the 26 ordinances have been adopted in 2018. He acknowledged the many individuals who have suffered as a result of distracted drivers.

Mr. Lyons stated that by passing the ordinance, the Town is sending a message to the State Legislature that local jurisdictions are now being forced to act because of the State's failure to do so. He stated that together, they can stop this deadly trend and stop distracted drivers.

Councilmember Wall stated that she has observed erratic driving as a result of distracted drivers. She inquired about the status of Senate Bill (SB)1165.

Mr. Lyons stated that SB 1165 is going before the Transportation Committee on February 20, 2019 for a vote.

Councilmember Hawkins stated that he is disappointed that you can utilize the phone while at a red light or at a railroad crossing. He would prefer that it not be allowed unless you are parked. He stated that the Town's ordinance may be overwritten by the State's ordinance.

Councilmember Hughes stated that she agrees with the ordinance.

Mr. Ben Bitter, Assistant to the Town Manager, stated that the Town's ordinance is mirrored after the State's ordinance, as to what is being proposed at the Capitol. He stated that there are two amendments in the Committee right now. The amendments include a provision of the enforcement of the State's distracted driving law which would not begin until January 2021. This would provide the Town time to repeal its own ordinance in favor of the State's. If SB 1165 passes, it would become a statewide concern and the State would set the policy.

Councilmember Larsen stated that a texting ban is long overdue. She stated that her primary concern is making it a primary offense in which a police officer can stop a citizen simply because they believe they saw a person on their phone. She stated that this opens a door to possible targeting by police officers. Many people may have basic phones and do not have Bluetooth capabilities. She stated that Bluetooth may cause distractions which could be avoided just by picking up the phone. She stated that hands free does not mean distraction free and can sometimes cause additional distractions. She prefers that this be a State issue so there is consensus as a whole.

Mr. Lyons stated that as secondary offense does not allow a police officer to pull over a motorist unless they are breaking a primary offense law too. It does not allow for the opportunity to educate, issue a warning or a citation at their discretion. Secondly, hands free is not risk free. Hands free does take the phone, which is a primary distraction, out of the driver's hands. Texting bans are not enforceable because the police officer cannot tell if you are sending or receiving a text message, or are on a social media site, without infringing upon your Fourth Amendment rights of privacy. He stated that he does encourage the hands-free ordinance.

On motion of Vice-Mayor Anderson, seconded by Mayor Walter, to adopt Ordinance No. 670-19

Roll Call Vote:

Councilmember Hughes: Yes
Councilmember Cordes: Yes
Councilmember Larsen: No
Councilmember Wall: Yes

Councilmember Hawkins: No
Vice-Mayor Anderson: Yes
Mayor Walter: Yes

Motion passed: Yes: 5; No: 2

Councilmember Hawkins explained his mistake in voting no for Ordinance No. 670-19. He stated that it was his understanding that the vote was to allow Councilmember Larsen to continue to speak.

NEW BUSINESS

Resolution No. 1687-19:

Mayor Walter read Resolution No. 1687-19 by title only.

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

Mr. Scott Barber, Human Resource Director, outlined the two changes to the Personnel Policy to include 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. The Town does 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.

Mr. Barber stated that staff is requesting adoption of the resolution but may also have a future work session should Council wish to discuss this item in further detail.

Mayor Walter inquired how other municipalities address these issues.

Mr. Barber stated that there is a wide range of ways that municipalities address these issues with some being very detailed and others being ambiguous. The Town's policy regarding harassment provides definition.

Discussion occurred on various scenarios regarding one employee recording another without his/her consent.

Mr. Brent Billingsley, Town Manager, stated that most municipalities have a recording policy. The Police Department has a recording policy.

Councilmember Hawkins inquired if there should be an exception for the Police Department since they record during the course of their work and the policy states that employees are not able to record.

Mr. Billingsley stated the intention of the policy is employee-to-employee recording.

Mayor Walter inquired if this policy is in conflict with State Statute which states that only one person needs to know of the recording.

Mr. Clifford L. Mattice, Town Attorney, stated that there may be a general statute that may allow one person to record a conversation; however, in the employment context there is a contractual relationship that the employee takes on with their employer. He stated that as long as it is in the Personnel Policy, the employee is put on notice and there would not be a conflict with the State Statute.

Mr. Barber stated that a person must be 40 years or older in order to be able to file an age discrimination claim in the workplace.

Discussion occurred on harassment.

Mr. Billingsley stated that the Equal Employment Opportunity Commission outlines what is defined as a special population, specifically age discrimination.

Councilmember Wall stated that she was an Affirmative Action Officer and Manager/Director of large groups of employees where these types of issues arose. A Policy, like the one being proposed is very important to protect the employees and the employer from unsubstantiated accusations.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried (6-0 - Councilmember Larsen was not present) to adopt Resolution No. 1687-19.

Discussion/Approval/Disapproval of Vice-Mayor John Anderson attending the 2019 Water Now Summit in Austin Texas.

Ms. Jennifer Evans, Management Analyst, stated that there are three different grant opportunities for funding for Vice-Mayor Anderson's travel expenses. She stated that there may also be some funding opportunities through the Bureau of Reclamation.

Vice-Mayor Anderson stated that part of the expenses will also be reimbursed. He does not anticipate the trip to cost more than \$1,000.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to approve Vice-Mayor Anderson to attend the 2019 Water Now Summit in Austin, Texas.

Discussion/Approval/Disapproval of appointing members to the Florence Youth Commission.

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.

Mr. John Nixon, Recreation Superintendent, stated that the Council approved the Youth Commission at the August 20, 2018 Town Council meeting. Staff started the recruitment process, they reached out to the High School Counselor and staff met with the Teen Council as well. Staff also used the Town's social media sites for advertising the openings.

Mr. Nixon stated that they will have an introduction meeting to review the process, review the by-laws and set their meeting date. The first meeting will be on February 27, 2019. The regular scheduled meetings will be set for the third Thursday of the month at 6:00 pm.

Grace Diorio, Hanna Earl, Kendra Johnson, Cara Roberts, Delores Vasquez, and Jayden McMillin introduced themselves and stated that they are eager to serve on the Commission.

Mayor Walter thanked them for volunteering. She looks forward working with them and hearing their ideas.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (7-0) to appoint the following members to the Florence Youth Commission; Grace Diorio and Hanna Earl to a term expiring October 31, 2019, Kendra Johnson, Cara Roberts and Delores Vasquez to a term expiring October 31, 2020, and Jayden McMillin as an alternate with a term expiring October 21, 2020.

LEGISLATIVE UPDATE

Mr. Ben Bitter, Assistant to the Town Manager, stated that Senate Bill 1460 is this year's version of the digital goods bill. The bill came up last year and the had the potential to greatly impact cities and towns revenue. This bill is back and threatens cities and towns revenue. The bill would not allow any software that comes as a service or is delivered online to be taxable; however, it would still be taxable if you purchase it at a store. The Town opposes the bill.

MANAGER'S REPORT

Mr. Billingsley read the following into the record by Larry Johnson.

“The Greater Florence Chamber of Commerce regarding the Memories on Main Street Car Show would like to thank the Town and all of its sponsors for their support. They were fortunate to welcome over 250 cars and motorcycles into downtown Florence. Special thanks to Mayor Walter, Vice-Mayor Anderson, Councilmember Larsen, and Councilmember Wall for attending the event. They will have a Muscles on Main Car Show in the Fall.”

Mr. Billingsley stated that Ms. Garcia has been selected as International Municipal Clerk’s Association, Region VIII Director. Region VIII covers 11 states and it is a supreme honor to represent and serve in that capacity.

DEPARTMENT REPORTS

Community Development

Community Services

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 Larsen stated that she represents the people and her questions and concerns should not be silenced. Her hope is that the Council can work as a united group and with common respect.

Councilmember Wall stated the car show was an awesome event. The Chamber and the Town did a great job as well as the vendors. She is looking forward to the next show.

Councilmember Hawkins thanked Ruth Harrison for washing the windows of the vacant buildings prior to the start of the Home Tour. He stated that he hopes that they can have two car shows per year. He would like to see a bluegrass festival in conjunction with a car show.

Vice-Mayor Anderson thanked Ms. Harrison as well. He expressed his appreciation to all those involved in the car show. He invited everyone to the GI Bill event on March 30, 2019. He expressed his appreciation to the Arts and Culture Commission for the events that they put on, especially the concert at the Suter House.

Vice-Mayor Anderson asked to discuss the white paper on PSPRB in further detail at a future meeting.

Mayor Walter stated that she received an email from a Mr. Rally in appreciation, in which she read into the record:

“Just a short note, all changes to our deed restrictions passed. Within 10 days we should file with Pinal County. Thanks for the Town’s assistance with the modifications of setbacks and the understanding of our needs. Please give a special thanks to Larry Harmer, Jim Allen, and the Town Council for their support.”

Mayor Walter stated that the goal is to have 600 entries in the next car show and for the event to start at Heritage Park all the way through the downtown area. She stated that the Teen Council is doing amazing. She is excited to see what they do in the future.

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 regarding use of the Town’s real properties and related facility policy, procedures, current leases, rents due, and delinquent taxes.**
- b. **Update the Town Council on current and future nondisclosure agreements for economic development projects.**
- c. **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.**
- d. **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 Vice-Mayor Anderson, 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 (5-0; Councilmember Larsen and Councilmember Cordes were not present) to adjourn from Executive Session.

ADJOURNMENT

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (5-0; Councilmember Larsen and Councilmember Cordes were not present) to adjourn at 9:28 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 February 19, 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, JANUARY 17, 2019 AT 2:30 P.M. IN
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

1. CALL TO ORDER

Chair Ann Rankin called the meeting to order at 2:33 p.m.

2. ROLL CALL:

Present: Ed Curran, Doris Hagemann, Ann Rankin

Absent:

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS

a. Discussion/Approval/Disapproval of nomination and election of a new Commission Chair.

Commissioner Ed Curran nominated Commissioner Ann Rankin to continue as the Arts and Culture Commission's Chair.

On motion by Commissioner Curran, seconded by Commissioner Doris Hagemann, and carried (3-0) to elect Commissioner Rankin as the new Commission Chair.

b. Discussion/Approval/Disapproval of nomination and election of a new Commission Vice Chair.

Commissioner Curran nominated Commissioner Hagemann to be the new Commission Vice Chair.

On motion by Commissioner Curran, seconded by Chair Rankin, and carried (3-0) to elect Commissioner Hagemann as new Commission Vice Chair.

c. Discussion/Approval/Disapproval of Minutes from the December 13, 2018 Special Session Meeting.

On motion by Vice Chair Hagemann, seconded by Commissioner Curran, and carried (3-0) to approve the Minutes from the December 13, 2018 Special Session Meeting with one correction.

d. Discussion/Approval/Disapproval of the 2019 Arts and Culture Commission Meeting Schedule.

On motion by Commissioner Curran, seconded by Chair Rankin, and carried (3-0) to approve the 2019 Arts and Culture Commission Meeting Schedule.

e. Discussion/Approval/Disapproval of Arts and Culture Programming – Spring 2019.

On motion by Commissioner Curran, Seconded by Chair Rankin, and carried (3-0) to approve the Arts and Culture Programming – Spring 2019.

f. Discussion/Approval/Disapproval of Main Street Mural Project and Arizona Commission on the Arts.

Staff Liaison Bryan Hughes, Director of the Community Services Department, stated to the Commission that the framing of the existing mural looks to be in good shape, but the paneling will need to be replaced.

Commissioner Hagemann asked if the new panels can be pre-drilled with holes?

Staff Liaison Hughes stated he will follow-up with Staff about pre-drilling the holes on the panels.

g. Discussion/Approval/Disapproval future Suter House art exhibits

Commissioner Hagemann suggested having an art show from both Florence and Anthem school's students in February.

Chair Rankin said something will need to be drafted up.

h. Discussion/Approval/Disapproval of public art in Town facilities.

Commissioner Hagemann suggested having the art from the school art show be displayed at the Community Center.

i. Discussion/Approval/Disapproval of public art in Town Parks, Right-of-Ways and on private parcels.

Staff Liaison Hughes stated he had no update.

j. Discussion/Approval/Disapproval of Florence Veterans Memorial sculpture.

Chair Rankin stated that she had presented proposals to the Florence Veterans Memorial Committee.

Chair Rankin stated that the Committee decided on having an Eagle to be part of the sculpture.

5. CALL TO THE PUBLIC/BOARD RESPONSE

Ms. Ruth Harrison suggested to the Commission to reach out to all the schools in Florence including the Head Start on Main St. Ms. Harrison also suggested hosting a Plein Air event here in Town. Ms. Harrison stated she had asked for the Plein Air event to be hosted here before, but never seen it happened.

Chair Rankin responded to Ms. Harrison about the Plein Air event. Chair Rankin stated that she would also like to see the Plein Air event happen, but there are only three Commissioners and they are pretty busy right now.

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 Hagemann, seconded by Chair Rankin, and carried (3-0) to adjourn the meeting at 3:12 P.M.

Approved:



Ann Rankin, Chairman

Posted 15th day of February 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.

MINUTES OF THE TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION REGULAR MEETING HELD ON TUESDAY, JANUARY 30, 2019, AT 6:00 PM, AT THE FLORENCE TOWN HALL, 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL

Present: Wheeler, Adam, Smith, Reid, Knight, Novotny, Michael and Council Liaison Cordes.

PLEDGE OF ALLEGIANCE

Commissioner Reid led the Pledge of Allegiance

DISCUSSION/APPROVAL/DISAPPROVAL of the meeting minutes for the regular meeting conducted on December 26, 2018

On a motion by Commissioner Novotny, seconded by Commissioner Smith, and carried 7-0 to approve the regular meeting minutes of the December 26, 2018.

PRESENTATIONS

A. Main Street Mural Project at 364 N. Main St. Presentation by Community Services Department.

Community Services Director, Bryan Hughes, discussed the mural update on Main street. He mentioned the current mural's paint is peeling and some of the wood is rotting. The Arts and Culture Commission saw this as an opportunity for public art and Community Services wanted to update the wood due to safety concerns.

Mr. Hughes and the Building Official looked over the top of the frame to see the shape of the mural in the back, and it looked good. The panels in the front and a few rotted panels in the back are the main concerns.

Mr. Hughes said Community Services submitted a grant application from Lifelong Learning to the Arizona Commission on the Arts. The grant was approved for twenty-five hundred dollars with the Town matching the grant, bringing the budget to a total of five thousand dollars. He said the goal of the grant is to engage students, members of the public, and the arts community.

Mr. Hughes stated the goal of this project is like the original mural project: a temporary screen for the vacant lot until it gets redeveloped and bring some public art to the Downtown. He introduced Ann Rankin, the Chair of the Arts and Culture Commission, and he asked her to discuss some of the concepts the Arts and Culture Commission has for the mural.

Ann Rankin said she was excited about updating the mural, and they had a lot of ideas to incorporate into the mural. She stated the new mural would not only show buildings, like the current mural, but show the people and culture of Florence. She described Florence's history in farming and ranching, with the Junior Parada, and other things people come to see and do like F Mountain, the Buttes, and the Jeep trails. She stated this mural will be an awesome thing, and she heard about some local artists and wants to bring them together to create something special.

Commissioner Reid asked if there was any chance to make the mural taller. Mr. Hughes said they will look into raising the mural a couple of feet. He stated that they need see what the frame and budget will allow. They do not want something that will buckle at the top. He said they discussed swaying the mural a little in the middle.

Vice-Chair Adam asked if there was a sketch of what they envisioned on the mural. Ann Rankin said they had a tentative sketch, but it is a work in progress, and nothing has been finalized. Next week, they will have their first mural meeting with some of the people who are interested in helping. Mr. Hughes stated community input is part of the Grant requirements and some of the basic concepts were people, culture, and history to guide the artists working on the project.

Vice-Chair Adam wished them luck on the mural. Commissioner Novotny asked what they plan to do with the old panels. Mr. Hughes said most of the panels are starting to rot and fall apart, so they will end up in the trash. He noted the mural was meant to be temporary until the lot was redeveloped. He said the new mural will be temporary.

Chairman Wheeler asked for any more questions. Chairman Wheeler said that members of the Commission identify with the current mural because they went out and met the artist, so they have some nostalgia. Commissioner Reid mentioned how the current mural was a symbol of how the Town and the Prisoners worked together in the past. Mr. Hughes said he heard some great stories about the artist and unfortunately what he did was with temporary materials. He said this is a good opportunity to see something fresh in the downtown area and he hopes to have some good stories from what some of the volunteers do as well. The Commission wanted Mr. Hughes to keep them posted on how the mural project is evolving. Mr. Hughes said he will keep them informed and gave an overview of the timeline. He said they will start meeting with the artists and interested volunteers within this next month and start painting in March. The goal is to dedicate this at the Road to Country Thunder on April 6th.

NEW BUSINESS

- A. Absentee Owner Program** Staff will introduce steps that are being initiated to address the absentee owner situation and the vacant buildings on Main Street.

Community Development Director Larry Harmer said Staff was meeting internally to decide the best way to deal with absentee owners of vacant land in Downtown. Community Development has been working with the Fire Department to identify properties in the Downtown. He stated that they identified two or three structures by peeking through the windows. Mr. Harmer explained that this will be a beta test, and Staff is looking at 220 and 230 N. Main. Both are vacant and have the ceiling falling down. They are held in Trust and the thought process is if Staff starts with a hard one, then the rest should fall in line a bit easier. Staff will be working with the Building Official, the Fire Marshall, the Town Attorney, and the Code Compliance Officer to put together a process that gives the owners legal notification and steps to start addressing these properties.

Mr. Harmer wanted the Commission to know that action items may come out of the program. Staff had two meetings and will be moving forward with the program. A Fire Department employee on limited duty is helping in the process and will conduct annual visits for buildings that are occupied to make sure they stay in compliance. Staff will go through the addresses and keep the Commission informed.

Vice-Chair Adam asked if there was a rationale for the building owner to rehabilitate the building or is it a way of saying this is a serious life safety issue and take buildings down. He replied that the Town cannot ignore the problem and this why staff is going after these two properties, but that we prefer they be rehabilitated. Vice-Chair Adam said because buildings are attached, they are a concern to buildings on either side. Mr. Harmer agreed and stated this may not be easy, but the Town needs to be proactive about the issue.

Commissioner Michael asked if property owners have been notified of the International Property Maintenance Code. It requires buildings to be maintained and there are provisions that require a notice and charges fines if there is legal and code enforcement action. Mr. Harmer said this notice does exactly that and that provision is what Staff will be using to go forward.

Vice Chair Adam said she understood that Staff wants to tackle the worst ones first to prove a point but asked about the maintained buildings. She explained that it would be better for an owner to start complying with the code before it becomes cost prohibitive to repair. Mr. Harmer said that is phase two after they get the first initial notices moving, then Staff wanted to step up with the annual routine inspections. This includes vacant buildings that have an easy adaptive reuse.

Commissioner Smith stated that the buildings at 315 N. Main and to the North has an owner living in Tucson. She said the water from the roof is leaking onto the adobe wall. She thought the problem was patched a couple of years ago, but the issue has

resurfaced. She said this is an issue for the adobe wall because you cannot have water constantly coming down every time it rains.

Council Liaison Michelle Cordes stated that the Commission needs a goal. Do they want the owners to rehabilitate their buildings, list them for sale, demolish them, find new owners or something else? She wants to make sure there is no confusion among the residents, Commissions, or Council about the main goal.

Vice-Chair Adam agreed and stated that they should focus on the savable buildings. She stated she did not understand the phase two part because there are maintained buildings on Main Street that are going through cost prohibitive processes to gain Certificates of Occupancies. She said the buildings that can be saved should be focused on first before repairs become cost prohibitive.

Mr. Harmer said the conversation will continue and the Fire Marshall is looking at this issue from a safety standpoint. He is looking at what they can possibly save. When details are better hashed out a presentation can be put together to present to HDAC and the Council.

Chairman Wheeler said the Town has to start somewhere and the details are up to Staff to make a determination. Commissioner Michael said that the goal should be that the buildings follow the maintenance code. The code does not require extensive repairs or someone to be in the building, but it enforces basic maintenance on exterior surfaces.

Chairman Wheeler said it is fine to start with those two buildings, but this going to be a long process. Once the process on those buildings is started, then Staff can start hitting other properties.

Commissioner Novotny said there are health issues in those buildings due to mold and wondered if the Town could at least go in and clean up the buildings and put them on lien. Mr. Harmer stated that health issues are one of the reasons why those buildings were chosen first. However, the legal process keeps this task from being an easy undertaking.

Commissioner Novotny agreed the health and welfare of the Town of Florence comes first and the legal issues can come second. She is concerned mold spores from those buildings could be breathed in by residents on a regular basis. She said she did not understand why the Town cannot go in and clean the building, and then deal with legal issues.

A Commissioner said this is a matter of judgment on the Town's part because they cannot go through and clean up all the buildings. Commissioner Novotny clarified she only meant those two buildings. She believed the objective of the Historic Commission is to preserve the buildings.

Commissioner Knight said these buildings have only gotten worse over time and the same discussion has happened, but nothing is done. She hopes not to make another decision

to take down a building and hates to see three to four generation old buildings deteriorate to the point of demolition. She truly hopes this program accomplishes what it sets out to do.

Vice-Chair Adam noted that the Staff's department has been undermanned and underfunded. She said they are seeing the result of that and it is up to the Council to make sure the district stays relevant and not rely on a one or two-person team.

B. Redevelopment Plan Update 2019 Staff will provide an update regarding new legislation for Redevelopment Plans and the steps underway to comply with the statute.

Mr. Harmer explained that with the new State Statute, the Town must update their Redevelopment Plan every ten years. He said unlike the General Plan, the Redevelopment Plan must be renewed or else it will become null and void. The Request for Qualifications is due this Friday and interviews for consultant teams will soon follow. Staff hopes to start the process in April. The Commission will be part of the process because the Historic District covers approximately twenty-five percent of the redevelopment area. The plan will also be seen by the Planning Commission and the Town Council. Mr. Harmer said Staff has already held a mandatory pre-submittal meeting with applicants, so everybody gets the same information.

Vice-Chair Adam asked what the Redevelopment Plan is and how it is put into effect in the district. The main purpose of the Redevelopment Plan is to provide different levels of incentives to rehabilitate and redevelop their property. This plan extends down Main Street. The point of the Consultant is to update the information. One of the main goals is to make the plan succinct and not have extraneous data. Any extra data will be in the appendix and the main body will have goals, objectives, incentives, and meaningful implementation strategies. The Commission can challenge the consultant to make sure what they propose is feasible.

The Commission asked which part of this district is in the redevelopment area. Mr. Harmer said most, if not all, of the Historic District is within the redevelopment area. Vice-Chair Adam said this sounds like a good tool for the district and asked if Staff had any examples.

Mr. Harmer said there are few examples because the current plan lacks incentives and verbal clarity and has not been used by new projects. He asked the consultants in this meeting to make the plan simplistic and easy to read so everyone can understand the goals and objectives.

A Commissioner noted that the goal of the new plan should be clear, short, and easy to read. Mr. Harmer replied that those qualities were specifically laid out in the Request for Qualifications.

Vice-Chair Adam was concerned that this was the first times the Commission heard about the Redevelopment Plan. Mr. Harmer said he does not know what kind of promotion

previous Staff completed. Commissioner Michael asked if he could get a copy of the current plan. Mr. Harmer directed him to the Community Development page where a copy is available.

OLD BUSINESS

A brief presentation will be made at the meeting regarding each item prior to discussion and possible action.

A. 2019 Historic Preservation Conference Prescott, June 12-14, 2019

- a. HDAC Attendees** Early Registration ends February 28.
- b. Session Assistance**

Mr. Harmer stated the Town budgeted for two full conference packages for the Commission, and Vice-Chair Adam has her own reservation. The host hotel is already full, so Staff is working on reserving rooms for Commissioners. Commissioners Knight, Reid, and Novotny expressed interest. Vice-Chair Adam stated she has an extra full conference pass, and Mr. Harmer said they can get lodgings for the three Commissioners. Mr. Harmer stated that a session was submitted and accepted by the Conference. He said he will present a draft to the Commission for comment. The presentation informs more rural communities what tools and opportunities are available for historic preservation and rehabilitation.

B. Home Tour Update

Maricella Benitez, Planner, said the Home Tour is ten days away, and the booklet is finalized and will be printed by Home Tour. The volunteers have a meeting set up next week to find out their responsibilities and schedules. She said she went to the Superior Home Tour, and their turn out was good. She hoped for a similar turn out for Florence.

C. Kokopelli and Cuen Building Updates

New estimates have been made for updating the architectural plan for the Cuen building. Mr. Harmer said the Cuen building plans and the Kokopelli building will both be taken to Council for action. He explained that the Town has access to the Kokopelli building, and the Environmental review stated there is only limited asbestos and no lead paint. A bid is out for the clean-up, and fee proposals should be submitted by the end of February.

Commissioner Reid explained that at a book signing, some members of the McFarland family expressed some interest in saving the Cuen building. They talked about contacting staff to see if they could help. Mr. Harmer said he would welcome their help but has not heard from them.

Vice-Chair Adam asked if the cost estimate went down from the lack of asbestos and lead paint. Mr. Harmer said the estimate may be in the high five figures. Vice-Chair Adam asked if they could see the report on the Cuen building. Mr. Harmer said the staff report

for the Cuen building has been prepared and we are waiting for the report on the Kokopelli building. These will be available for the Commission when cost is finalized and placed on the Town Council agenda.

D. Future Agendas

Mr. Harmer said several historical properties are actively being marketed. He explained the building on 130 N. Main may have potential reuse as an office building. The property at 110 Willow has had four potential buyers and one that is more serious. The property at 361 N. Quartz is multiple buildings spread out on two lots. A possible purchaser is looking into creating an Airbnb. Staff is letting potential property owners know ahead of time that they may go through a design review with the Commission before investing money into the project.

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.

Bonnie Barriola discussed how her friend asked her to help save the buildings within the Downtown. She was pleased to hear that the Absentee Owner program was being put into place and thought it was a great opportunity for the Town to work with the owners. She suggested a joint work session with Council, HDAC, and other historical architects and representatives to discuss how other cities and towns have accomplished a vibrant downtown area. She encouraged all the commissioners to go to the conference because the information would be beneficial for future development in the downtown. She said she talked with some proprietors in the downtown and wondered why the Town was razing the Kokopelli building. People told her they had seen buildings in worse condition restored such as the Silver King, Courthouse, and Chapel of the Gila. She said similar efforts to the Silver King project could help restore this building as there was much cooperation between the Town, volunteers, and other entities. She said staff cannot do the work alone and requires a lot of different people to help in the process.

Ruth Harrison from Florence, Arizona agreed with Bonnie Barriola and mentioned the Town is working on a new sign code. She said the sign code should come before the Commission before going to Council. She mentioned some sign issues within the Town and hoped the new sign code addresses these problems. She also believed that the Town should pay for everyone on the Commission to go to the Conference. She asked if anyone had talked to the National Trust for Historic Preservation about the Kokopelli building to see if they could help in any way.

had talked to the National Trust for Historic Preservation about the Kokopelli building to see if they could help in any way.

Commissioner Reid stated that the Commission had a work session with the Council to discuss the future of Kokopelli. She said the Commission recommended the northeast corner building be saved to Council and Staff.

CALL TO THE COMMISSION-CURRENT EVENTS ONLY


Chairman Wheeler welcomed Commissioner Michael to the Commission.

Vice-Chair Adam welcomed the new Council Liaison Michelle Cordes to the Commission. She remarked that there are a lot of turn-over with Staff and this halts progress. She explained that she wants the Town to cement a direction for the district as the need for staff is a chronic problem. She understood that the code is a requirement but hoped the Town could find a way to figure out when code compliance is mandatory and when there is some leeway to help property owners with things such as ADA requirements. Vice-Chair Adam asked for Council to give some direction on how to develop downtown. She discussed that the Commission wants to do more for these buildings, but they are mostly limited to design review. They are being brought information but nothing to really act on. The Commission does not want to be seen as an obstacle to property owners. They want to build trust in communication between the community and the Town.

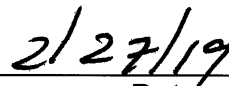
Commissioner Novotny stated that interest is picking up in the downtown and hopefully people will want to invest. She said a whole concoction of things led to the downtown's deterioration, but she is happy to see growth pick back up.

ADJOURNMENT

On a motion by Chairman Wheeler, seconded by Commissioner Novotny, and carried 7-0 to adjourn the regular meeting at 7:11 pm.



Betty Wheeler



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 17, 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 6:00 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Absent
Commissioner Smidt	Present
Commissioner Simmonds	Present
Commissioner Proulx	Present

Council Liaison Hawkins was Present.

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on January 3, 2019.

On motion by Chairman Pranzo, seconded by Commissioner Smidt, and carried by a 4-0 vote, to approve with changes the January 3, 2019 Regular Meeting minutes.

5. NEW BUSINESS

- A.** Staff presentation and Public Hearing (as continued from the December 20, 2018 meeting) 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 recommend approval or disapproval of Case PZ-18-34-TA to Town Council.

Dana Burkhardt stated this presentation is no different than the presentation given on December 20th. He asked the Commission if they want to hear the presentation again or updates since the last meeting. The Commission agreed to hear an update. Mr. Burkhardt said since the December meeting, Staff has presented to the Historic District Advisory Commission (HDAC) and reviewed both codes. The HDAC did not have any

specific comments. Staff is asking the Planning and Zoning Commission to forward a recommendation of approval to the Town Council for adoption of this text amendment and other amendments listed in Exhibit B.

A Commissioner asked if tonight's recommendation included changes that were made last month. Mr. Burkhardt said any changes from previous meetings have been added into the text.

Chairman Pranzo asked Mr. Burkhardt if he believed anyone read the text amendments during the public feedback process. Mr. Burkhardt said that people read the headings and reviewed items that may interest them. He noted that Staff organized the presentation's information so if one of the primary changes or topics interested them, then they can go in and read the draft. He stated the drafts are on the Community Development Department's website with a place to add comments. He mentioned that the early public meetings were for finding interest.

Community Development Director Larry Harmer said that Mr. Burkhardt was not at the Historic District Advisory Commission (HDAC) meeting, but Staff did present the amendments to the Commission. The response Staff received from HDAC was that they were confident in the Planning Commission's decision. They were most interested in how the amendments impacted the historic district. Staff highlighted the possible impacts and the Commission had no feedback and were satisfied with the presentation. Mr. Harmer noted that Staff saw confidence in the Planning Commission and that the community has faith the Commission will do what is best. Mr. Harmer said anyone with a special interest in the amendments will individually give their feedback. Chairman Pranzo said it is nice to know there are other eyes on the text amendments. He asked for any further comments from the Commission.

On motion by Chairman Pranzo, seconded by Commissioner Simmonds, and carried by a 4-0 vote, to continue with the Public Hearing from January 3, 2019 for Case PZ-18-34-TA, a proposed text amendment to the Town of Florence Development Code Definitions and Part 7: Parking; Loading and Unloading.

No additional testimony was received.

On motion by Chairman Pranzo, seconded by Commissioner Proulx, and carried by a 4-0 vote, to recommend approval for Case PZ-18-34-TA and to forward the Planning and Zoning Commission's recommendation to the Town Council for final action.

- B. Staff presentation and Public Hearing (as continued from the December 20, 2018 meeting) 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 recommend approval or disapproval of Case PZ-18-33-TA to Town Council.**

Mr. Burkhardt stated that nothing has changed since the prior meeting in December. He mentioned that Staff did additional outreach. Once the Public hearing is open and closed, then the Planning and Zoning Commission will recommend approval for this text amendment. Chairman Pranzo asked if the Commission had any questions.

On motion by Chairman Pranzo, seconded by Commissioner Simmonds, and carried by a 4-0 vote, to continue with the Public Hearing from January 3, 2019 for Case PZ-18-33-TA, a proposed text amendment to the Town of Florence Development Code Definitions and Part 3: Sign Regulations.

No additional testimony was received.

On motion by Chairman Pranzo, seconded by Commissioner Proulx, and carried by a 4-0 vote, to recommend approval for Case PZ-18-33-TA and to forward the Planning and Zoning Commission's recommendation to the Town Council for final action.

6. PRESENTATIONS BY COMMUNITY DEVELOPMENT

A. FUTURE AGENDA ITEMS/INFORMATION ONLY

Ms. Benitez informed the Commission that there are no upcoming agenda items.

7. CALL TO THE PUBLIC/COMMISSION RESPONSE:

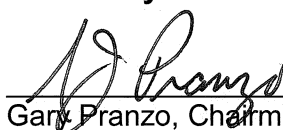
Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall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

9. ADJOURNMENT


On motion by Commissioner Simmonds, seconded by Commissioner Smidt, and carried by a 4-0 vote, to adjourn the meeting at 6:16 pm.



Gary Pranzo, Chairman

03/07/19

Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: March 18, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry Harmer Community Development Director SUBJECT: Resolution No. 1690-19: Final Plat for Anthem at Merrill Ranch Unit 33		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1690-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 33; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Public Hearing was held at the March 4, 2019 Council. After the Public Hearing the Town Council voted to table the item until the next regularly scheduled meeting. On March 18, 2019 D.R. Horton will be present to respond to Town Council questions.

D. R. Horton, Inc. requests approval of this proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD).

AMR Unit 33 includes one hundred and sixty-one (146) single-family residential lots with two points of ingress/egress into the subdivision. Access points to the unit will be off of Hunt Highway (east). The typical lot within Unit 33 is 45'x115' (5,175 sq. ft.). The proposed density of this subdivision is 4.34 dwelling units per acre. This brings the overall density of Anthem at Merrill Ranch to 3.17 dwelling units per acre. This is below the maximum allowable of 3.5. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 6.72 acres dedicated to open space within the unit. The zoning for this Final Plat is PUD (R-1), Planned Unit Development (Single-Family Residential). AMR Unit 35A lies to the north, State Trust Land is to the west, Hunt Highway to the east and Unit 31 to the south.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. The improvement plans for this unit reflect modifications to the local street sidewalk standard to ensure ADA compliance.

The Preliminary Plat for Unit 33 was approved by the Planning and Zoning Commission on August 16, 2018. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

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

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 33 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

D. R. Horton, Inc. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

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

ATTACHMENTS:

Resolution No. 1690-19
Final Plat for Anthem at Merrill Ranch Unit 33
Power Point Presentation

RESOLUTION NO. 1690-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 33; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 33 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat Extension for Anthem at Merrill Ranch Unit 33 was approved by the Planning and Zoning Commission on August 16, 2018.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 33 subject to Developer/Owner's compliance with all applicable laws and ordinances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of March 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 33 (TOWN OF FLORENCE, AZ)

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

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

KNOW ALL MEN BY THESE PRESENTS:

D.R. HORTON, INC., A DELAWARE CORPORATION (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 33, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND ONES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

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

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

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

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

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

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

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N AND O AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

D.R. HORTON, INC., AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION

PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

D.R. HORTON, INC., A DELAWARE CORPORATION:

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

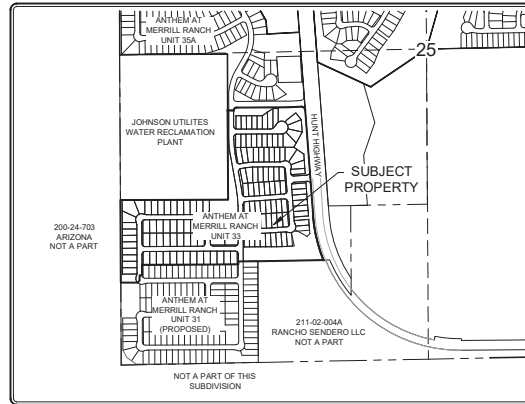
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED,

WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE _____
MY COMMISSION EXPIRES: _____, 20____.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, [COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HERINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"], HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HERINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL "PROPERTY" PURSUANT TO SUCH DEVELOPMENT AGREEMENT), SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.



LOCATION MAP

1" = 500'

SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 33 LAYOUT
4	UNIT 33 LAYOUT
5	UNIT 33 LAYOUT
6	UNIT 33 LAYOUT
7	UNIT 33 SDT DETAILS
8	UNIT 33 SDT DETAILS

TRACT AREA TABLE

TRACT	AREA (AC)	USAGE
TRACT A	1.2013	LANDSCAPE, DRAINAGE, STORM DRAIN, OPEN SPACE, PUBLIC UTILITY & RETENTION
TRACT B	1.6969	LANDSCAPE, DRAINAGE, STORM DRAIN, OPEN SPACE, PUBLIC UTILITY & RETENTION
TRACT C	2.9467	LANDSCAPE, DRAINAGE, STORM DRAIN, OPEN SPACE, PUBLIC UTILITY & RETENTION
TRACT D	0.9638	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT E	0.0779	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT F	0.0431	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT G	0.0448	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT H	0.0427	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT I	0.0444	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT J	0.0421	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT K	0.0423	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT L	0.0423	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT M	0.0211	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT
TRACT N	0.4376	LANDSCAPE, DRAINAGE, OPEN SPACE & PUBLIC UTILITY EASEMENT

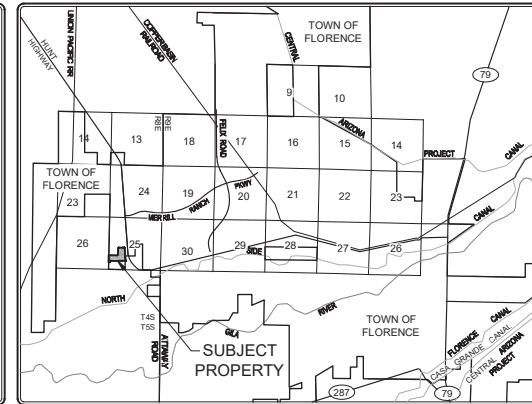
COUNTY RIGHT-OF-WAY EASEMENT

ABANDONED AS PART OF THIS RECORDING

PCR No. _____ AREA (AC) USAGE
DKT 375, PG 572, PCR 0.5234 COUNTY RIGHT-OF-WAY SW 1/4 SEC 25, T4S, R8E

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INTEREST TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS, ALSO INCLUDE ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALK AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS, LANDSCAPING AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPERE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEETS 7 & 8 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO BE SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
- UNIT 33 LIES WITHIN FLOOD ZONE X, PER FEMA FIRM PANEL 875 OF 2575, MAP NUMBER 04021C0875E, DECEMBER 4, 2007.



VICINITY MAP

NOT TO SCALE

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, (THE SOUTHWEST CORNER BEING A 3" ALUMINUM CAP, LS 34554, FOUND, AND THE WEST 1/4 QUARTER CORNER BEING A #5 REBAR, ILLEGIBLE CAP, FOUND, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEARING BEING N00°16'22"W, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2640.85'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 33 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

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

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

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

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

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____, 20____.

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

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

OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

RECORDER

DEVELOPER / OWNER
D.R. HORTON, INC.
20410 N. 19TH AVE., STE. 100
PHOENIX, AZ 85027
480.368.1068

SURVEYOR
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	33.6081
OPEN SPACE	6.7156 ACRES
RIGHT-OF-WAY AREA	5.9970 ACRES
NET AREA	27.8111 ACRES
TOTAL LOTS	146
PROPOSED DENSITY	4,342 D.U./AC.
MINIMUM LOT SIZE (REQUIRED)	4,600 S.F.
ZONING	F.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	COX/CENTURY LINK
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/CENTURY LINK
POLICE	TOWN OF FLORENCE
POLICE	POLICE DEPARTMENT
FIRE	TOWN OF FLORENCE
SCHOOLS	FIRE DEPARTMENT
	FLORENCE UNITED SCHOOL DISTRICT



SURVEYOR CERTIFICATION

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

DATE	FEBRUARY 6, 2010
DESIGNED BY	MSG
DRAWN BY	GTWFF
CHECKED BY	JWW
PROJECT	FINAL PLAT



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

BY SIGNING THIS PLAT, I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF ARIZONA.

D.R. HORTON, INC. ANTHEM AT MERRILL RANCH FINAL PLAT UNIT 33

SITUATED WITHIN THE SW QUARTER OF SEC 25,
T4S, R8E, OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 33
COVER SHEET
SHEET 1 OF 8

480.818.6001

VERSION 2

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25 (3" ALUMINUM CAP, LS 34554, 1.3 FEET BELOW SURFACE, FOUND) FROM WHICH THE WEST QUARTER CORNER OF SECTION 25 (5/8" REBAR, ILLEGIBLE CAP, 2.0' FEET BELOW SURFACE, FOUND) BEARS NORTH 00 DEGREES 16 MINUTES 22 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2840.85 FEET. ALSO FROM THE SOUTHWEST CORNER, THE SOUTH QUARTER CORNER OF SECTION 25 (2" ALUMINUM CAP, ILLEGIBLE, FOUND) BEARS NORTH 88 DEGREES 53 MINUTES 51 SECONDS EAST, A DISTANCE OF 2617.42 FEET;

THENCE NORTH 00 DEGREE 16 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 702.49 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 16 MINUTES 22 SECONDS WEST, A DISTANCE OF 702.79 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 917.10 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 22 SECONDS WEST, A DISTANCE OF 758.91 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 50.98 FEET;

THENCE NORTHEASTERLY AN ARC DISTANCE OF 39.27 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT BEARS NORTH 89 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE 25.00 FEET HAVING A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 37 SECONDS;

THENCE NORTH 89 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 415.89 FEET;

THENCE EASTERLY AN ARC DISTANCE OF 107.77 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1526.00 FEET AND A CENTRAL ANGLE OF 04 DEGREES 02 MINUTES 47 SECONDS;

THENCE NORTH 85 DEGREES 40 MINUTES 51 SECONDS EAST, A DISTANCE OF 23.07 FEET;

THENCE SOUTHEASTERLY AN ARC DISTANCE OF 47.12 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 04 DEGREES 19 MINUTES 09 SECONDS EAST, A DISTANCE OF 906.49 FEET;

THENCE SOUTHEASTERLY, AN ARC DISTANCE OF 387.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1255.36 FEET AND A CENTRAL ANGLE OF 17 DEGREES 42 MINUTES AND 25 SECONDS;

THENCE SOUTH 88 DEGREES 51 MINUTES 22 SECONDS WEST, A DISTANCE OF 559.33 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 38 SECONDS WEST, A DISTANCE OF 166.68 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 22 SECONDS EAST, A DISTANCE OF 24.98 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 38 SECONDS WEST, A DISTANCE OF 820.97 FEET;

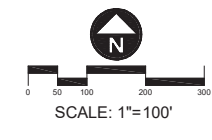
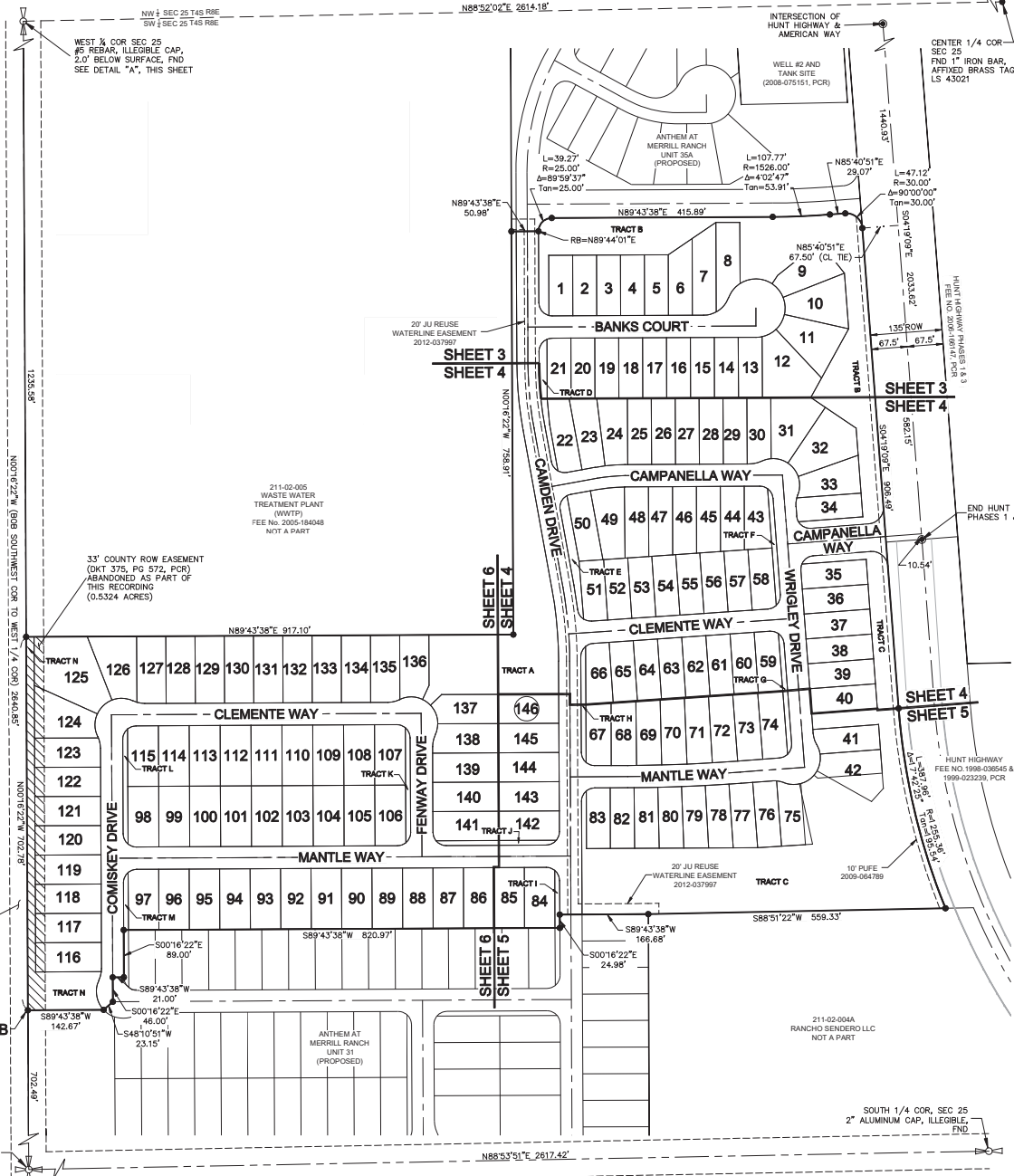
THENCE SOUTH 00 DEGREES 16 MINUTES 22 SECONDS EAST, A DISTANCE OF 21.00 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 22 SECONDS EAST, A DISTANCE OF 46.00 FEET;

THENCE SOUTH 48 DEGREES 10 MINUTES 51 SECONDS WEST, A DISTANCE OF 23.15 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 38 SECONDS WEST, A DISTANCE OF 142.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.6081 ACRES MORE OR LESS.



RECORDER

SYMBOL LEGEND

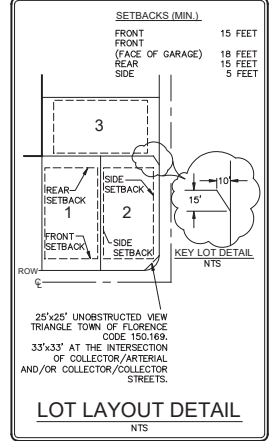
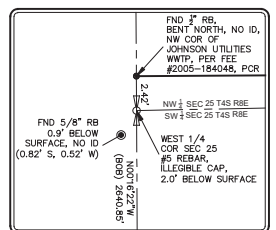
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

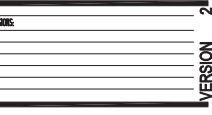
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
- INDICATES THAT PORTION OF THE 33' COUNTY ROW TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- BOB BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS#(L) LAND SURVEYORS REGISTRATION No. MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUEF PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R RECORDS
- (R) RANGE LINE No. EAST
- (RB) RADIAL TO CURVE
- ROW RIGHT OF WAY
- SEC SECTION No.
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SOT SIGHT DISTANCE TRIANGLE
- T & T TOWNSHIP LINE No., SOUTH TOWN OF FLORENCE
- UVT UNOBSTRUCTED VIEW TRIANGLE
- VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT



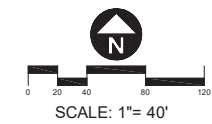
DATE:	FEBRUARY 4, 2010
DESIGNED BY:	MSG
DRAWN BY:	GTWFF
REVIEWED BY:	JWW
PROJECT CODE:	FINAL PLAT
REVISION:	



D.R. HORTON, INC.
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 33
 SITUATED WITHIN THE SW QUARTER OF SEC 25, T4S, R6E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 33
INDEX MAP
SHEET 2 OF 8

VERSION 2



SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - BOUNDARY LINE
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
- INDICATES THAT PORTION OF THE 3RD COUNTY ROW IS TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BOOK BOOK
- BASE OF BEARING
- CMU CONCRETE MASONRY UNIT
- DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS#(R) LAND SURVEYORS REGISTRATION No. MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- RANGE LINE No. EAST
- (RB) RIGHT OF WAY
- ROW ROW
- SEC # SECTION No.
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SOT SIGHT DISTANCE TRIANGLE
- T # TOWNSHIP LINE No.
- TOF TOWN OF FLORENCE
- UVT UNRESTRICTED VIEW TRIANGLE
- WAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT TABLE

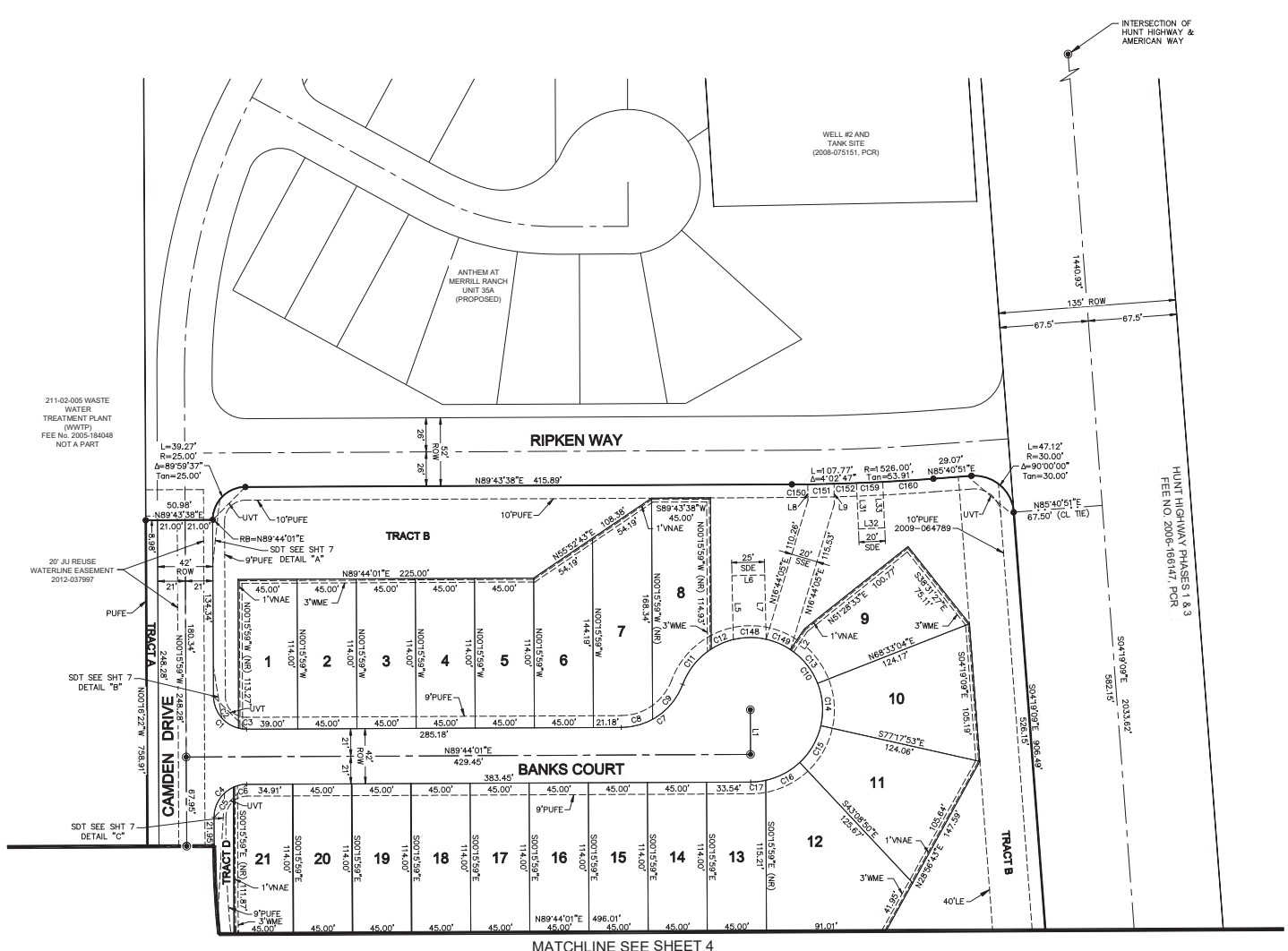
LOT NO.	SQ. FT.	ACRES
1	5,129	0.1177
2	5,130	0.1178
3	5,130	0.1178
4	5,130	0.1178
5	5,130	0.1178
6	5,809	0.1334
7	7,121	0.1635
8	6,402	0.1470
9	6,648	0.1526
10	8,104	0.1860
11	8,179	0.1878
12	9,821	0.2255
13	5,135	0.1179
14	5,130	0.1178
15	5,130	0.1178
16	5,130	0.1178
17	5,130	0.1178
18	5,130	0.1178
19	5,130	0.1178
20	5,130	0.1178
21	5,123	0.1176

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°15'59"E	34.00'
L2	N33°46'28"E	19.00'
L5	N01°17'17"W	48.55'
L6	N88°42'43"E	25.00'
L7	N01°17'17"W	48.92'
L8	N00°16'22"W	12.39'
L9	N00°16'22"W	15.67'
L31	S02°30'52"E	35.04'
L32	N87°28'08"E	20.00'
L33	S02°30'52"E	35.03'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C1	39.27'	25.00'	89°59'59"	25.00'
C2	33.21'	25.00'	78°08'48"	19.57'
C3	6.06'	25.00'	13°53'11"	3.04'
C4	39.27'	25.00'	90°00'01"	25.00'
C5	28.86'	25.00'	68°11'26"	16.29'
C6	10.39'	25.00'	23°48'36"	5.27'
C7	60.53'	50.00'	69°22'01"	34.60'
C8	24.82'	50.00'	28°26'44"	12.67'
C9	35.71'	50.00'	40°53'17"	18.66'
C10	239.38'	55.00'	249°22'01"	78.48'
C11	35.51'	55.00'	36°59'37"	18.40'
C12	18.29'	55.00'	19°02'59"	9.23'
C13	33.38'	55.00'	34°46'39"	17.22'
C14	32.78'	55.00'	34°09'03"	16.89'
C15	32.78'	55.00'	34°09'03"	16.89'
C16	29.62'	55.00'	30°51'21"	15.18'
C17	11.54'	55.00'	12°01'51"	5.79'
C18	25.22'	55.00'	26°16'33"	12.84'
C19	20.24'	55.00'	21°05'18"	10.24'
C150	12.13'	1526.00'	0°27'19"	6.06'
C151	20.00'	1526.00'	0°45'04"	10.00'
C152	16.98'	1526.00'	0°38'15"	8.49'
C159	20.00'	1526.00'	0°45'03"	10.00'
C160	38.66'	1526.00'	1°27'05"	19.33'



211-02-005 WASTE WATER TREATMENT PLANT (WWTTP) FEE No. 2005-184048 NOT A PART

20' JU REUSE WATERLINE EASEMENT 2012-037997

SOT SEE SHT 7 DETAIL "B"

SOT SEE SHT 7 DETAIL "C"

MATCHLINE SEE SHEET 4

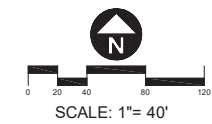
D.R. HORTON, INC.
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 33

SITUATED WITHIN THE SW QUARTER OF SEC 25, T4S, R9E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 33
LAYOUT
SHEET 3 OF 8

DATE: 02/04/2010 10:58:00 AM
 DRAWN BY: JMW
 CHECKED BY: JMW
 PLOTTED BY: JMW
 SCALE: 1"=40'

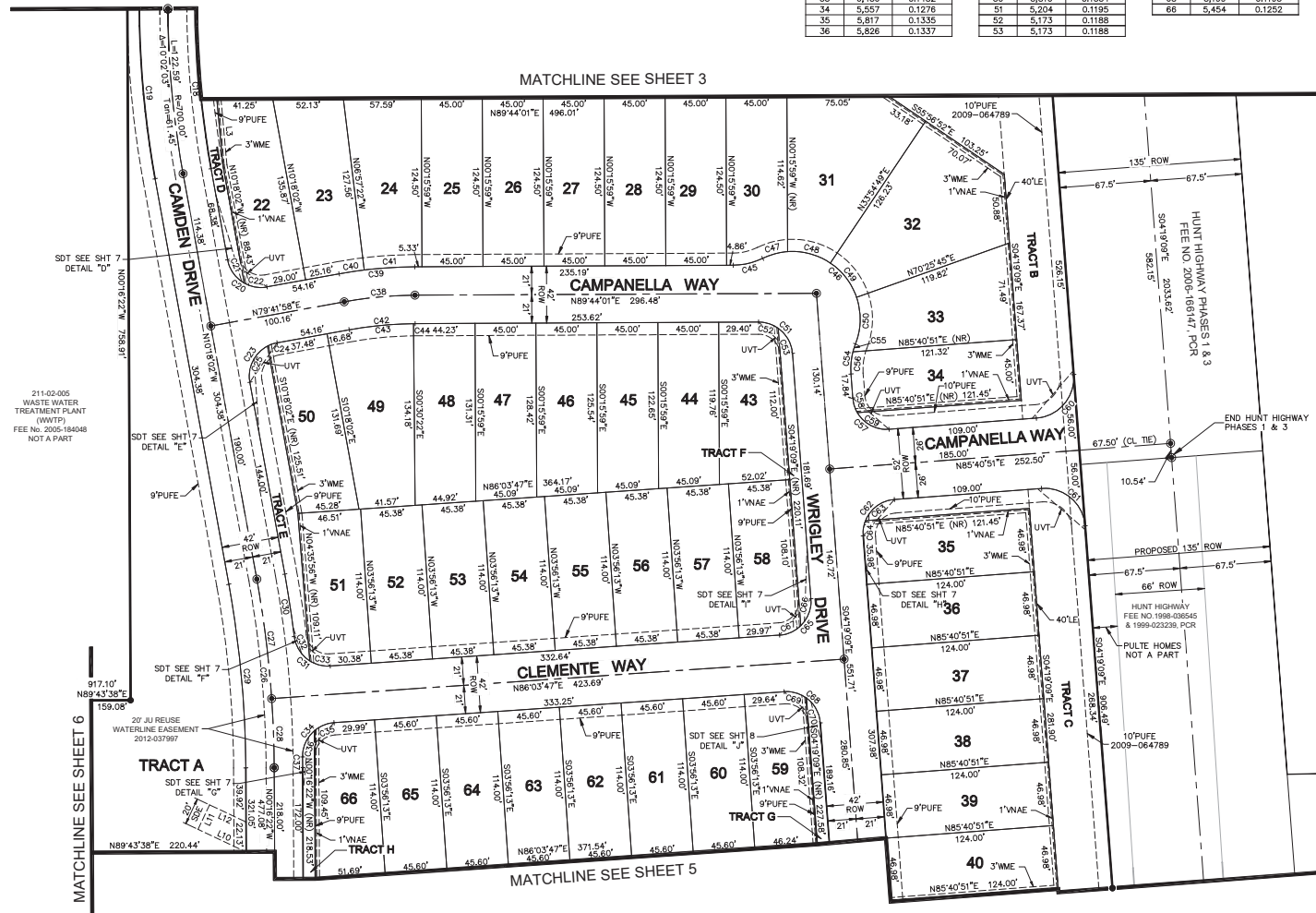
VERSION 2



LOT TABLE		
LOT NO.	SQ. FT.	ACRES
22	6,156	0.1413
23	6,275	0.1441
24	6,288	0.1444
25	5,603	0.1286
26	5,603	0.1286
27	5,603	0.1286
28	5,603	0.1286
29	5,603	0.1286
30	5,419	0.1244
31	8,462	0.1943
32	8,572	0.1974
33	6,456	0.1482
34	5,557	0.1276
35	5,817	0.1335
36	5,826	0.1337

LOT TABLE (CONT.)		
LOT NO.	SQ. FT.	ACRES
37	5,826	0.1337
38	5,826	0.1337
39	5,826	0.1337
40	5,826	0.1337
43	5,630	0.1292
44	5,454	0.1252
45	5,594	0.1282
46	5,714	0.1312
47	5,844	0.1342
48	5,989	0.1375
49	7,074	0.1624
50	5,810	0.1334
51	5,204	0.1195
52	5,173	0.1188
53	5,173	0.1188

LOT TABLE (CONT.)		
LOT NO.	SQ. FT.	ACRES
54	5,173	0.1188
55	5,173	0.1188
56	5,173	0.1188
57	5,173	0.1188
58	5,186	0.1191
59	5,199	0.1194
60	5,199	0.1193
61	5,199	0.1193
62	5,199	0.1193
63	5,199	0.1193
64	5,199	0.1193
65	5,199	0.1193
66	5,454	0.1252



211-02-005
WASTE WATER
TREATMENT PLANT
(WWP)
FEE NO. 2005-18048
NOT A PART

20 JU REUSE
WATERLINE EASEMENT
2012-00798

HUNT HIGHWAY
FEE NO. 1998-089545
& 1999-022239, PCR
NOT A PART

HUNT HIGHWAY
FEE NO. 2006-06847, PCR
NOT A PART

LOT TABLE		
LOT NO.	SQ. FT.	ACRES
22	6,156	0.1413
23	6,275	0.1441
24	6,288	0.1444
25	5,603	0.1286
26	5,603	0.1286
27	5,603	0.1286
28	5,603	0.1286
29	5,603	0.1286
30	5,419	0.1244
31	8,462	0.1943
32	8,572	0.1974
33	6,456	0.1482
34	5,557	0.1276
35	5,817	0.1335
36	5,826	0.1337

LOT TABLE (CONT.)		
LOT NO.	SQ. FT.	ACRES
37	5,826	0.1337
38	5,826	0.1337
39	5,826	0.1337
40	5,826	0.1337
43	5,630	0.1292
44	5,454	0.1252
45	5,594	0.1282
46	5,714	0.1312
47	5,844	0.1342
48	5,989	0.1375
49	7,074	0.1624
50	5,810	0.1334
51	5,204	0.1195
52	5,173	0.1188
53	5,173	0.1188

LOT TABLE (CONT.)		
LOT NO.	SQ. FT.	ACRES
54	5,173	0.1188
55	5,173	0.1188
56	5,173	0.1188
57	5,173	0.1188
58	5,186	0.1191
59	5,199	0.1194
60	5,199	0.1193
61	5,199	0.1193
62	5,199	0.1193
63	5,199	0.1193
64	5,199	0.1193
65	5,199	0.1193
66	5,454	0.1252

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW OF THE 3RD COUNTY ROW
 - LINE EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AC) ACRE
 - (R) RADIUS
 - (R) RANGE LINE NO. EAST
 - (BC) BRASS CAP
 - (B) BOOK
 - (BO) BASIS OF BEARING
 - (CMU) CONCRETE MASONRY UNIT
 - (DKT) DCKET
 - (FND) FOUND MONUMENT
 - (GEN) GENERAL LAND OFFICE
 - (LE) LANDSCAPE EASEMENT
 - (LSP) LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
 - (MOL) MORE OR LESS
 - (NO ID) NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT
 - (NTS) NOT TO SCALE
 - (PCR) PINAL COUNTY RECORDER
 - (PAGE) PAGE
 - (POB) POINT OF BEGINNING
 - (PUFE) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
 - (R) RECORD
 - (R) RANGE LINE NO. EAST
 - (RB) RADIAL BEARING
 - (ROW) RIGHT OF WAY
 - (SEC) SECTION No.
 - (SD) STORM DRAIN EASEMENT
 - (SLE) SANITARY SEWER EASEMENT
 - (SIT) SIGHT DISTANCE TRIANGLE
 - (T) TOWNSHIP LINE, No. SOUTH
 - (TOW) TOWN OF FLORENCE
 - (UNTR) UNRESTRICTED VIEW TRIANGLE
 - (VIA) VEHICULAR NON-ACCESS EASEMENT
 - (WME) WALL MAINTENANCE EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L3	N05°10'25"W	49.03'
L10	N64°54'12"W	39.25'
L11	N25°05'48"E	20.00'
L12	N64°54'12"W	29.77'

CURVE TABLE

SURV. LENGTH	RADIUS	DELTA	TANGENT	
C19	118.81'	679.00'	1002'03"	59.61'
C19	126.27'	721.00'	1002'03"	63.30'
C20	39.27'	25.00'	90°00'00"	25.00'
C21	21.91'	25.00'	50'12'29"	11.71'
C22	17.36'	25.00'	39°47'31"	9.05'
C23	39.27'	25.00'	90°00'00"	25.00'
C24	7.64'	25.00'	17°30'01"	3.85'
C25	31.63'	25.00'	72°22'59"	18.33'
C26	140.01'	800.00'	1001'40"	70.19'
C27	88.85'	800.00'	62°1'49"	44.47'
C28	51.16'	800.00'	33°59'51"	25.59'
C29	136.34'	779.00'	1001'40"	68.34'
C30	46.52'	821.00'	31°4'48"	23.27'
C31	37.91'	25.00'	86°52'59"	23.68'
C32	21.99'	25.00'	50°24'13"	11.77'
C33	15.92'	25.00'	36°29'46"	8.24'
C34	37.91'	25.00'	86°52'59"	23.68'
C35	15.71'	25.00'	36°00'45"	8.13'
C36	22.20'	25.00'	50°24'13"	11.89'
C37	7.84'	891.00'	032'50"	3.92'
C38	52.54'	300.00'	1002'03"	26.34'
C39	56.22'	321.00'	1002'03"	28.18'
C40	18.74'	321.00'	32°04'07"	9.37'
C41	19.45'	321.00'	6°41'23"	18.76'
C42	48.86'	279.00'	1002'03"	24.48'
C43	47.69'	279.00'	9°47'40"	23.91'
C44	1.17'	279.00'	0°42'23"	0.58'
C45	22.55'	50.00'	25°50'31"	11.47'
C46	120.11'	50.00'	137°37'52"	129.01'
C47	19.10'	50.00'	21°53'25"	9.67'
C48	33.28'	50.00'	39°07'54"	17.28'
C49	32.50'	50.00'	37°14'39"	16.85'
C50	35.23'	50.00'	40°21'54"	18.38'
C51	37.50'	29.00'	85°56'50"	23.29'
C52	15.90'	25.00'	35°44'21"	8.08'
C53	21.91'	25.00'	50'12'29"	11.71'
C54	22.55'	50.00'	25°50'31"	11.47'
C55	61.07'	50.00'	65°09'27"	33.05'
C56	16.45'	50.00'	18°51'04"	8.30'
C57	39.27'	25.00'	90°00'00"	25.00'
C58	11.39'	25.00'	26°06'14"	5.80'
C59	27.85'	25.00'	63°33'44"	15.59'
C60	47.12'	30.00'	90°00'00"	30.00'
C61	47.12'	30.00'	90°00'00"	30.00'
C62	39.27'	25.00'	90°00'00"	25.00'
C63	27.85'	25.00'	63°33'44"	15.59'
C64	11.39'	25.00'	26°06'14"	5.80'
C65	39.44'	25.00'	90°22'55"	25.17'
C66	21.91'	25.00'	50'12'29"	11.71'
C67	17.63'	25.00'	40°10'26"	9.14'
C68	39.10'	25.00'	89°37'05"	24.83'
C69	17.20'	25.00'	39°24'35"	8.95'
C70	21.91'	25.00'	50'12'29"	11.71'

BAXTER DESIGN GROUP

DATE: FEBRUARY 6, 2010

DESIGNED BY: MBO

DRAWN BY: BTWFF

CHECKED BY: JWW

PROJECT: FINAL PLAT

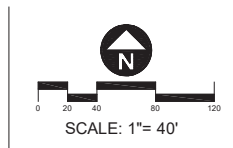
SCALE: AS SHOWN

VERSION: 2

D.R. HORTON, INC.
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 33

SITUATED WITHIN THE SW QUARTER OF SEC 25, T4S, R9E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 33 LAYOUT SHEET 4 OF 8



RECORDER

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW
- EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

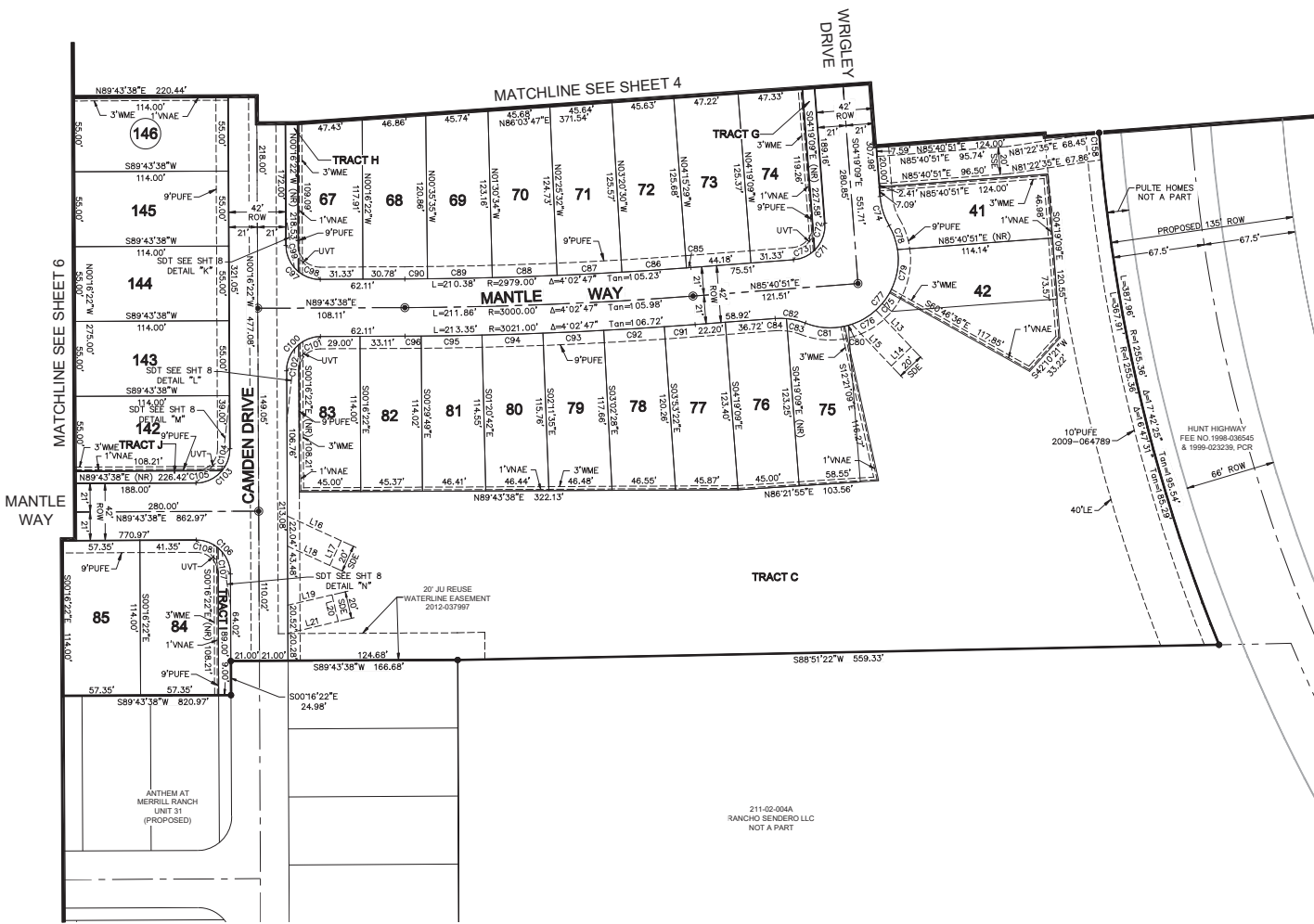
ABBREVIATIONS

- (AC) ACRE
- ALU ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- BOB BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DCT DOCKET
- FND FOUND MONUMENT
- GEN GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS#(##) LAND SURVEYORS REGISTRATION No. MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R RECORD
- R# RANGE LINE No. EAST
- (RB) RIGHT OF BEARING
- ROW RIGHT OF WAY
- SEC# SECTION No.
- SDE STORM DRAIN EASEMENT
- SLS SANITARY SEWER EASEMENT
- SOT SIGHT DISTANCE TRIANGLE
- T# TOWNSHIP LINE No. SOUTH
- TR# TOWN OF FLORENCE
- UVT UNRESTRICTED VIEW TRIANGLE
- VVE VEHICULAR NON-ACCESS EASEMENT
- WMC WALL MAINTENANCE EASEMENT

LOT NO.	SQ. FT.	ACRES
41	5,644	0.1296
42	8,137	0.1868
67	5,480	0.1258
68	5,624	0.1291
69	5,669	0.1308
70	5,784	0.1328
71	5,839	0.1341
72	5,861	0.1345
73	5,855	0.1363
74	5,897	0.1354
75	5,902	0.1355
76	5,563	0.1277
77	5,519	0.1267
78	5,422	0.1245
79	5,317	0.1221
80	5,245	0.1204
81	5,205	0.1195
82	5,147	0.1182
83	5,101	0.1171
84	6,509	0.1494
85	6,538	0.1501
142	6,241	0.1433
143	6,270	0.1439
144	6,270	0.1439
145	6,270	0.1439
146	6,270	0.1439

LINE	BEARING	DISTANCE
L13	S43°26'48"E	37.49'
L14	N48°33'12"E	20.00'
L15	S43°26'48"E	42.13'
L16	S65°25'48"E	43.49'
L17	N24°34'12"E	20.00'
L18	S65°25'48"E	34.22'
L19	N78°47'51"E	33.40'
L20	S13°12'09"E	20.00'
L21	N78°47'51"E	37.99'

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C71	39.27'	25.00'	90°00'00"	25.00'
C72	21.91'	25.00'	50°12'29"	11.71'
C73	17.36'	25.00'	39°47'31"	9.05'
C74	22.55'	50.00'	25°50'31"	11.47'
C75	16.19'	50.00'	18°35'58"	8.17'
C76	20.85'	50.00'	23°41'46"	10.49'
C77	123.64'	50.00'	141°41'02"	143.92'
C78	18.85'	50.00'	21°36'20"	9.54'
C79	32.97'	50.00'	37°46'43"	17.11'
C80	5.39'	50.00'	8°10'45"	2.02'
C81	28.56'	50.00'	33°52'31"	15.23'
C82	22.55'	50.00'	25°50'31"	11.47'
C83	14.24'	50.00'	16°18'45"	7.17'
C84	8.32'	50.00'	9°31'46"	4.17'
C85	3.17'	2979.00'	0°03'40"	1.59'
C86	47.64'	2979.00'	0°54'58"	23.82'
C87	47.64'	2979.00'	0°54'58"	23.82'
C88	47.64'	2979.00'	0°54'58"	23.82'
C89	47.64'	2979.00'	0°54'58"	23.82'
C90	16.66'	2979.00'	0°19'13"	8.33'
C91	22.66'	3021.00'	0°25'47"	11.33'
C92	44.72'	3021.00'	0°50'53"	22.36'
C93	44.72'	3021.00'	0°50'53"	22.36'
C94	44.72'	3021.00'	0°50'53"	22.36'
C95	44.72'	3021.00'	0°50'53"	22.36'
C96	11.81'	3021.00'	0°13'27"	5.91'
C97	39.27'	25.00'	90°00'00"	25.00'
C98	17.36'	25.00'	39°47'31"	9.05'
C99	21.91'	25.00'	50°12'29"	11.71'
C100	39.27'	25.00'	90°00'00"	25.00'
C101	17.36'	25.00'	39°47'31"	9.05'
C102	21.91'	25.00'	50°12'29"	11.71'
C103	39.27'	25.00'	90°00'00"	25.00'
C104	17.36'	25.00'	39°47'31"	9.05'
C105	21.91'	25.00'	50°12'29"	11.71'
C106	39.27'	25.00'	90°00'00"	25.00'
C107	21.91'	25.00'	50°12'29"	11.71'
C108	17.36'	25.00'	39°47'31"	9.05'
C109	20.05'	1255.36'	0°54'54"	10.02'



211-02-004A
RANCHO SENDERO LLC
NOT A PART

D.R. HORTON, INC.
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 33

SITUATED WITHIN THE SW QUARTER OF SEC 25, T4S, R1E, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 33
LAYOUT
SHEET 5 OF 8

DATE: FEBRUARY 4, 2010
DESIGNED BY: MBO
DRAWN BY: BTWFF
CHECKED BY: JWW
SCALE: FINAL PLAT
REVISIONS:
VERSION: 2



March 18, 2019

Florence Town Council

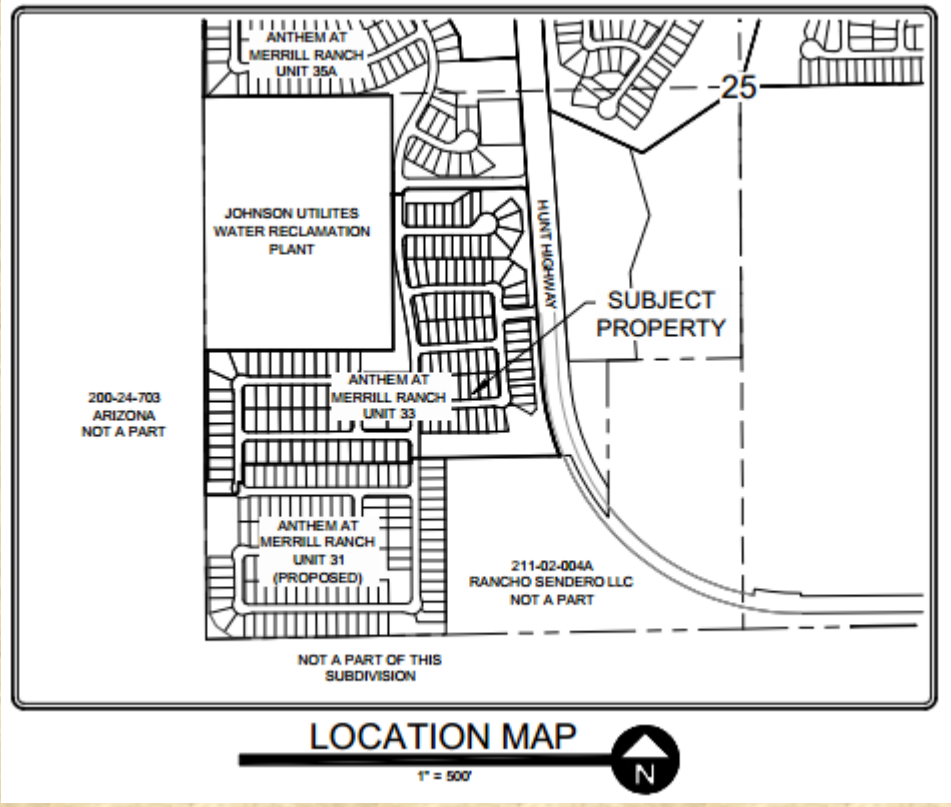
**Anthem at Merrill Ranch
Unit 33
Final Plat**

AMR Unit 33

- Gross Acres: 33.61 Acres
- Open Space: 6.72 Acres
- ROW: 6.0 Acres
- Net Area: 27.61 Acres
- Total Lots: 146
- Density 4.34 DU/Acre



AMR Unit 33




AMR Unit 33

Totals for AMR including Unit 33

1269.22 +/- Total Acres

4026 Total Single-Family Lots

3.17 DU/Acre

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: March 18, 2019 DEPARTMENT: Public Works STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer SUBJECT: Resolution No. 1691-18: Right-of-Way Abandonment along 157 North Park Street		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1691 -18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERRING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH PARK STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 157 NORTH PARK STREET (“WEST”), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNER AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY.

BACKGROUND/DISCUSSION:

On January 26, 2018, a Letter of Agreement was entered into by the Town, and Bruce West, concerning a property located at 157 North Park Street, in Florence.

It was determined, by the Town, that improvements on the subject property, including the existing storage building, are located on, or very near the Town owned right-of-way. The Town agreed that this is an issue that needed to be resolved and was willing to work with Mr. West on a solution.

In Arizona, the “Gift Clause” (Ariz. Const. art. 9, § 7.) prohibits the Town from gifting the property in question. Therefore, the Town has worked out an abandonment/purchase option to mitigate the encroachment.

A VOTE OF NO WOULD MEAN:

The Town would not vacate, abandon and grant right, title and interest in a certain portion of right-of-way along 157 North Park Street in Florence.

A VOTE OF YES WOULD MEAN:

The Town of Florence, through its Town Council and Town Manager, would vacate, abandon and grant right, title and interest in a certain portion of right-of-way along 157 North Park Street in Florence.

FINANCIAL IMPACT:

This agreement will result in the Town receiving consideration of \$500.00.

ATTACHMENTS:

Resolution No. 1691-19
Legal Description
Map

When Recorded Return to:

Town Clerk, Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1691-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERRING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH PARK STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 157 NORTH PARK STREET (“WEST”), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNERS AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY.

WHEREAS, the Town of Florence (“Town”), through its Town Council and Town Manager, desires to vacate, abandon and grant right, title and interest in a certain portion of right-of-way along 157 N. Park Street in Florence, AZ described in **Exhibit “A”** (map of the “abandoned roadway”) and **Exhibit “B”** (legal description of the abandoned roadway) (collectively the “Property”) which exhibits are attached and incorporated herein; and

WHEREAS, the abutting property owners (“West”) own a residence and other improvements which are located on, or very near to the Town-owned portion of the abandoned roadway and it is in the Town’s interest to ensure that those improvements may be maintained and improved in a timely and safe manner; and

WHEREAS, A.R.S. § 28-7205 grants the Town authority to vacate a portion of roadway, or the Property; and

WHEREAS, the Town Council hereby determines that the portion of public right-of-way described in **Exhibit “A”** and **Exhibit “B”** (the Property) is not necessary for public use as a roadway and therefore desires to dispose of this portion of its right-of-way by vacating the Property to West, the abutting property owners, to be used as private property; and

WHEREAS, the Town Council intends to vacate the Property to West upon receiving consideration of \$500 (the “Compensation”) from West contemporaneously with the adoption and recording of this Resolution in the office of the Pinal County Recorder; and

WHEREAS, such Compensation is deemed commensurate with the value of the Property based upon its degree of fragmentation and marketability and the public benefit received by the Town Council in return for the Property; and

WHEREAS, the Town Council has provided the notice of pending disposition of the Property, obtained a bench appraisal and taken other similar actions in connection with vacating the Property it deems necessary or advisable; and

WHEREAS, the Town Council having found the request to be in proper form; proper notice having been given for the public meeting; no land adjoining said portion of right-of-way being left without access to public highway; and the Town Council having considered the feasibility, advantages and necessity of said action and finding the public's best interest to be served by granting the abandonment; and

WHEREAS, consideration for the abandonment includes the herein described Compensation; cessation of Town maintenance responsibility for the right-of-way; and relief from potential liability for property damages, injury or death, which may occur in the portion of the abandoned roadway.

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

Section 1. Intent: To vacate, abandon and transfer title for that portion of roadway along 157 North Park Street, Florence, AZ described in **Exhibit "A"** and **Exhibit "B"** to the abutting property owners for private use.

Section 2. Right-of-way Transfer: The right-of-way in this transfer consists of that portion of real property as shown in the legal description and/or visual depiction of right-of-way contained in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein.

Section 4. Rights-of-way or easements for the following continue as they existed before the disposal or abandonment of the Property: a) existing sewer, gas, water or similar pipelines and appurtenances; b) canals, laterals or ditches and appurtenances; and c) electric, telephone and similar lines and appurtenances.

Section 5. All actions of the officials and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town's rights with respect to the abandonment and Compensation as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 6. That pursuant to A.R.S. § 28-7205, on the making of this Resolution, title to the portion of abandoned roadway vests, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues, the vacated portion vests in the owners of the land abutting the vacated portion and on vacation of the right-of-way no portion of the abandoned roadway accrues to an abutting roadway.

Section 7. The Mayor, the Town Manager, the Attorneys for the Town and other officials and agents of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Common Council of the Town, to do all such acts and things, and to execute, file and deliver all such notices, certificates, filings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution.

Section 8. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 9. This Resolution shall take effect when it is recorded in the office of the Pinal County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of March 2019.

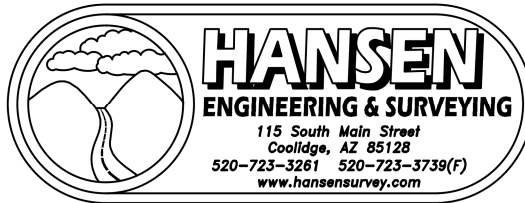
Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



Town of Florence
To Bruce West
Project #180075
Page 1 of 2
NS



LEGAL DESCRIPTION
Parcel "A"

The West 5.00 feet of the Center Street 30.00 foot Roadway Right-of-Way per "Florence Townsite" (Book 1 of maps, Page 1), that is immediately adjacent to the east line of the North half of Block 186, in the Southeast quarter of the Southwest quarter of Section 36, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

More particularly described as follows:

COMMENCING at a FOUND Cotton Picker Spindle at the centerline of 12th Street and Center Street, from which a FOUND Cotton Picker Spindle at the centerline of 12th Street and Park Street bears South 89°31'30" West a distance of 185.00 feet, Thence from said Cotton Picker Spindle North 00°28'30" West along the Centerline of Center Street a distance of 92.50 feet to a point, Thence South 89°31'30" West a distance of 25.00 feet marking the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;

Thence South 89°31'30" West, parallel to and 92.50 feet North of the centerline of 12th Street, a distance of 5.00 feet to a point marking the Southwest corner of Subject Parcel;

Thence North 00°28'30" West, along the East boundary of Block 186 of said "Florence Townsite", a distance of 62.50 feet to a point marking the Northeast corner of said Block 186 and the Northwest corner of Subject Parcel;

Thence North 89°31'30" East along the North boundary alignment of Block 186 of said "Florence Townsite", a distance of 5.00 feet to a point marking the Northeast corner of Subject Parcel;

Thence South 00°28'30" East, parallel to and 5.00 feet East of the East line of said Block 186, a distance of 62.50 feet to THE POINT OF BEGINNING.

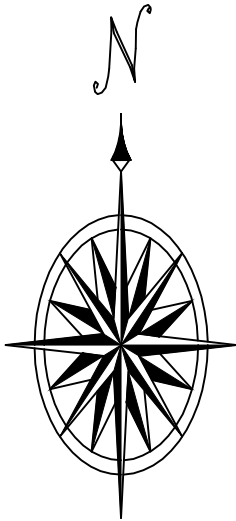
Comprising an area of 312.50 square feet more or less.



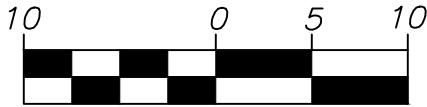
Taylor S. Hansen

Right-Of-Way Abandonment

8TH ST.



SCALE 1" = 10'



PARCEL "A"
312.50 S.F.

BLOCK 186
APN: 200-50-048



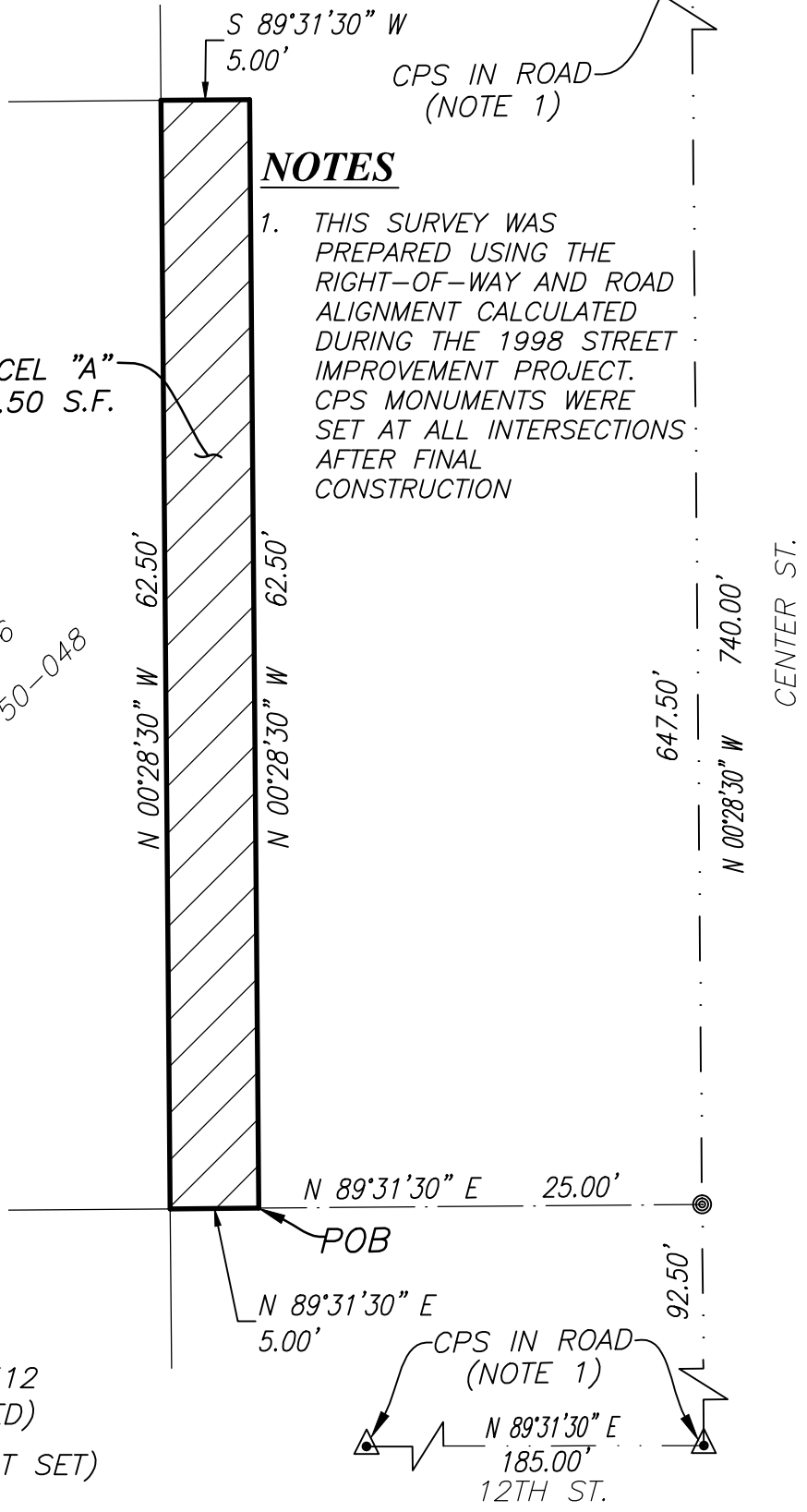
Taylor Hansen

LEGEND

- ▲ = SET 5/8" REBAR W/
ALUMINUM CAP RLS #37512
(UNLESS OTHERWISE NOTED)
- ◎ = CALCULATED POINT (NOT SET)

NOTES

1. THIS SURVEY WAS PREPARED USING THE RIGHT-OF-WAY AND ROAD ALIGNMENT CALCULATED DURING THE 1998 STREET IMPROVEMENT PROJECT. CPS MONUMENTS WERE SET AT ALL INTERSECTIONS AFTER FINAL CONSTRUCTION



HANSEN
ENGINEERING & SURVEYING
115 S. MAIN ST
COOLIDGE, AZ. 85128
(520) 723-3261
WWW.HANSENSURVEY.COM
SURVEY #180075



REVIEW BY: TSH


SURVEY BY: NS/TH
DRAWN BY: NS

TOWN OF FLORENCE
RIGHT-OF-WAY
ABANDONMENT

EXHIBIT

11/30/2018

2 of 2

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: March 18, 2019 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (attached hereto).

BACKGROUND/DISCUSSION:

In order to secure for the Town of Florence, Arizona (“Town”) the public benefits of the Community Facilities Act, enacted by the Arizona Legislature in 1988, and to promote the best interests of the Town, on November 19, 2007, the Mayor and Council of the Town of Florence adopted the Policy Guidelines and Application Procedures for Establishment of Community Facilities Districts. Since 2007, the statues and guidelines for managing Community Facilities Districts have changed. Staff worked with the District’s consultants and legal counsel to write the updated policy. This policy is in line with other municipalities that manage Community Facilities Districts.

If the Mayor and Council believe it to be in the best interest of the residents of the Town of Florence, the Mayor and Council may approve the updated Application Procedures for the Establishment of Community Facilities Districts.

A VOTE OF NO WOULD MEAN:

The existing policy will remain in effect. Where the policy is not in line with Arizona State Statues, the Statues’ requirements will supersede the policy.

A VOTE OF YES WOULD MEAN:

This policy will replace the existing policy. All requests to establish new Community Facilities Districts will follow the updated policy.

FINANCIAL IMPACT:

The policy includes administrative fees for processing an application and debt issuances. These fees will be paid to the District and its consultants for their time.

ATTACHMENTS:

- Policy Guidelines and Application Procedure for the Establishment of Community Facilities Districts
- June 20, 2016 Minutes

**TOWN OF FLORENCE, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE
ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS**

In order to secure for the Town of Florence, Arizona (the "Town"), the benefits of the Community Facilities Act (the "Act") originally enacted by the Arizona Legislature, in 1988, and to promote the best interests of the Town, the following Policy Guidelines and Application Procedures are adopted by the Mayor and Council of the Town (the "Council").

A community facilities district ("CFD") provides a funding mechanism to finance construction, acquisition, operation and maintenance of public infrastructure that benefits the real property comprising the CFD and its ultimate users, and to better enable the Town to provide municipal services benefiting the users of the real property within the CFD.

Recognizing a CFD is a special taxing district with municipal taxing and borrowing powers created within the boundaries of the Town, the Council believes that the formation of each CFD should be entered into carefully in order to ensure the financial protection of its property owners, taxpayers, and the CFD's lasting success.

**ARTICLE 1.
General Policies**

- 1.1 It is prudent that the Town consider the possible use of a CFD where significant Council public policy objectives are facilitated by providing this financing mechanism.
- 1.2 CFDs should be considered primarily in connection with the financing of major public infrastructure for development of master planned communities or projects that involve substantial commercial development.
- 1.3 A key tenant of this policy is the financial protection of property owners within a CFD. As such, this policy includes provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, this policy includes provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- 1.4 Infrastructure financed by a CFD is intended for large, regional infrastructure associated with master planned communities or major, large development projects in order to help growth pay for certain growth-related costs and in order to preserve town bonding capacity for town-wide infrastructure.
- 1.5 CFD financing will not be provided for subdivision and local improvements normally expected or required as part of a development. A CFD is not intended to fund or subsidize developer requested enhancements.

- 1.6 A Completed Application (as such term is hereinafter defined) associated with a development project will be evaluated based on the particular project. CFD financing will not be considered solely based upon a request for “equivalency” or “equity” between separate development projects or other CFDs within the Town.
- 1.7 As a secondary, lower level criteria, some consideration may possibly be given to CFDs that provide enhanced infrastructure and/or municipal services that are significantly beyond what is normally expected and/or required in a similar project. Any public infrastructure financed by a CFD should be in conformance with the Town’s General Plan in order to encourage orderly growth and development.
- 1.8 The Town will encourage an area to be governed by as few CFDs as possible and a preference will be given to one master CFD for all property within an entire development project. This policy is adopted to avoid creating projects where only a portion of the development may end up being within the CFD area, to facilitate ease of administration, and to create the largest tax/revenue base possible. The decision to form a CFD shall be determined by the Town Council exercising its sole and absolute discretion.
- 1.9 At least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure purposes will be provided. If agreed to by the Board (as such term is hereinafter defined), in its sole and absolute discretion, prior infrastructure and community improvements constructed or acquired and benefiting the property within the CFD may be included in calculating the compliance.
- 1.10 Unless otherwise agreed to by the Town, and pursuant to the Act, the CFD will be governed by a board of directors comprised of the members of the Town Council, *ex officio*, with two additional members designated by owners of the largest amount of privately owned acreage in the CFD and who are appointed by the Town Council (the “Board”). The day-to-day administrative responsibilities of the CFD will be performed pursuant to one or more contracts with outside personnel or by the Town staff.
- 1.11 Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoint of financing, operations and maintenance and no Town funds will be used for CFD purposes. (Notwithstanding anything contained herein, neither the property, the full faith and credit nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.) Unless otherwise agreed to by the Town, all costs of administration and operation of the CFD and the operation and maintenance of public infrastructure in the CFD, including replacement reserves if appropriate, shall be the responsibility of the CFD, the landowner/developer, applicable homeowners’ associations, or any combination of the foregoing, as may be acceptable to the Council and the Board.

- 1.12 After review of the project feasibility report and other required pertinent information, the Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD.
- 1.13 All public infrastructure constructed or acquired by the CFD will utilize statutory public procurement procedures in accordance with applicable laws, rules and regulations, as applicable, and, if interpretation thereof is necessary, the procedures would be applied as they would be in the case of the Town.
- 1.14 The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements if such real property would be required to be dedicated and conveyed to the Town by the Applicant (as such terms is hereinafter defined) upon development of the Applicant's property.
- 1.15 These Policy Guidelines and Application Procedures may be modified from time to time by the Town and will be applicable to any applications under review. All concerns of the Town must be adequately addressed before the staff of the Town will consider a Completed Application to actually be complete and ready for submission for consideration for formation of a CFD by the Town Council.

ARTICLE 2.

Content of Completed Application

A completed application for purposes of Section 48-702(B), ARS for the formation of a CFD (the "Completed Application") must be submitted prior to any determination that a CFD will be formed. The Completed Application shall be submitted to the Town's Finance Department by the appropriate landowner/developer pursuant to the Act (the "Applicant"). The Completed Application shall, at a minimum, contain the following information and be organized in the manner described below.

Applicant Information

- 2.1 Applicant Information. A description of the Applicant, including the corporate and organizational structure of the entity or individual making the Completed Application. This description should also include the names of all officers and/or corporate directors directly related or associated with the proposed development and the proposed CFD.
- 2.2 Applicant Contact. The name, address, telephone number and other relevant information of the primary contact for the Applicant. This information should also list the names (and other relevant information) of any legal representatives, engineers, architects, financial consultants and/or other consultants significantly involved in the preparation and submission of the Completed Application.
- 2.3 Experience. A general description of the Applicant's experience with similar types of projects.

- 2.4 Financial Capability. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed development.

Board Member Information

- 2.5 Designation of Board Members. The Completed Application shall:

Provide the names, addresses, telephone numbers, backgrounds and qualifications, and other relevant information of the two additional board members to be designated by owners of the largest amount of privately-owned acreage in the CFD.

State the process for the designation of the two additional board members on completion of the development of all property in the CFD.

Provide documentation evidencing each such member's obligation to comply with Title 38, Chapter 3, Articles 3.1 and 8, Arizona Revised Statutes (ARS) and containing unqualified "hold harmless" guarantees for the Town, the CFD and officers, agent and employees thereof.

Petition in Favor of CFD

- 2.6 Petition. The Completed Application shall include a petition in favor of creation of the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel. The petition must be signed by the owners of at least 25% of the land area proposed to be included in the CFD.

Proposed CFD and Project Description

- 2.7 General Description. The Completed Application shall provide a general description of the CFD, its purpose, proposed improvements and/or services to be provided and a statement describing the overall community benefit or enhanced public services to be derived from the CFD.

- 2.8 Key Policy Tenants. A clear and detailed explanation of how the proposed CFD meets the key tenants identified in Section 1 above, and how the proposed CFD facilitates significant Council policy goals. The Completed Application shall describe how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan.

- 2.9 Location. A description of the proposed CFD's general location within the Town, an area site map illustrating the proposed boundaries, and a legal description of the proposed boundaries. This description must include an analysis of the

appropriateness of the CFD boundaries and how those boundaries address Section I above including the adjacency of property owned by the State of Arizona and the likelihood of development of that State Land in the future.

- 2.10 Ownership Interests. The identity and address of all persons or entities with any interest in the property, including lien holders and purchasers under pending sales contracts, and the names and addresses of any qualified electors located within the proposed boundaries of the CFD. A current title report and certificate from the Pinal County Elections Department shall be submitted as evidence of names or persons with any interest in the land and qualified electors, respectively.

Proposed Improvements

- 2.11 Description of Project. A detailed description and cost estimates of the specific public infrastructure to be financed and/or acquired by the CFD. This description should include a proposed project schedule for commencement and completion of (a) public infrastructure and (b) the private development.
- 2.12 Estimated Costs. An estimate of the construction and/or acquisition costs of the public infrastructure to be financed and/or acquired by the CFD. This information shall include a detailed list of the estimated cost of each component of the public improvements.
- 2.13 Development Timetable. A detailed timetable describing the scheduling, timing or phasing of the improvements shall be provided in the Completed Application. This schedule should include a timetable for constructing/acquiring both the public and private components of the overall development. Each phase of the development should be shown separately.

Financing Plan

- 2.14 Description of Financial Plan. A detailed description of the capital financing plan for the public infrastructure and the private development, including both public and private financing components of the development. This description should include the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements and how the requirements of 4.5 and 4.7 specifically will be met if general obligation bonds or assessment bonds respectively, are to be issued, as well as the financing plan of the Applicant for the private developments and the sources of the proposed financing of debt or equity.
- 2.15 Sources and Uses of Funds. A detailed source and uses of funds for the public improvements. This schedule should include the detailed description of components of the public improvements that will be financed by the type of bonds requested to be issued.
- 2.16 Financial Feasibility. A 20-year financial feasibility study for the entire project including both the public infrastructure and the private development. This

feasibility study should include, if possible, a preliminary market absorption study for the private development.

- 2.17 Fiscal Impact. An analysis of the taxes, assessments, impact fee and utilities fee impact on the property owners/residents/users within the CFD, specifically, projected property tax rates and levies, special assessments, impact fees, and other fees and charges and any other costs to be borne by the property owners/residents/users in the CFD. A comparative analysis of such taxes, assessments, impact fees and other fees of similar or adjoining areas and/or CFDs should also be provided.
- 2.18 Value-to-Lien Ratio Analysis. Based on the requirements of this policy, the estimated value of the property within the development, including the acquisition and/or construction of the public improvements within the CFD, the Completed Application shall include an analysis of the value-to-lien ratios of the proposed public financing.
- 2.19 Operation and Maintenance Costs. Detailed description and financial pro-forma of the estimated annual operation and maintenance cost of the public infrastructure along with the governmental approvals that will be required for both the public and private improvements to be constructed and operated. The Completed Application must clearly detail the specific entities such as CFD, Homeowners Associations, Applicant, Town, etc. that will be responsible for funding the on-going operation and maintenance costs for all CFD improvements. This section should also provide a description of the revenue source of such operations.

Proposed Development and Financing Participation Agreement

- 2.20 District Development and Financing Participation Agreement. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act such as Section 48- 708(D), ARS and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties, and in a substantially final form.

Other Information

- 2.21 Insurance and Indemnification. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. The Completed Application shall provide an explanation of how such insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid

in the future. Insurance must include “per occurrence coverage” including a “securities” rider if bonds are to be sold.

Separately, the Completed Application must indicate how indemnification outlined in the Development Agreement will be provided for the Town and the CFD and their agents, officers, and employees for, from and against any and all liabilities, claims, costs and expenses, including attorneys’ fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD, the entity providing the indemnification (including financial statements and other supporting information for such entity), appropriate collateral arrangements, etc.

- 2.22 Marketing Plan. A detailed description of the proposed marketing plan to be used by the Applicant to market the property within the CFD. This information may include comparisons of the proposed CFD to similar CFDs in the area.
- 2.23 Disclosure to Prospective Property Owners. Information regarding the proposed disclosure forms that will be used to describe to prospective buyers the potential tax, assessment and fee implications of the CFD. Such forms shall have provisions for the signed acknowledgement of receipt of such disclosure forms. The Applicant and any subsequent developer/builder are required to describe in their promotional materials the financial and other relative impacts of the development being in a CFD. The Applicant should also describe the process and record-keeping processes to be used for retaining all signed homeowner CFD acknowledgement disclosure statements.
- 2.24 Operating Plan. An operating plan for the CFD, describing the functions of the CFD and how the operation and maintenance of the infrastructure and any other services will be provided.
- 2.25 Development Agreements. (As an Appendix) any development agreements entered into between the Town and the Applicant relating to this proposed development.

ARTICLE 3.

Completed Application Procedures

- 3.1 Ten copies of the Completed Application shall be submitted to the Town’s Finance Director who will coordinate analysis of the Completed Application.
- 3.2 At the time of submission of the Completed Application, \$15,000 will be assessed for costs incurred in connection with the submission and consideration of each Completed Application to request formation of a CFD. Such costs as they relate to, but exceed the cost of, formation shall be used for administrative costs.

3.3 Prior to submission of a Completed Application, and at the request of a potential Applicant, the Town's Finance Director may arrange a pre-submission meeting with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these Town Application policies and procedures.

3.4 Following the pre-submission meeting, or at any other time prior to submission of the Completed Application, Town staff may request additional information. The Applicant shall provide any and all supplemental information requested prior to proceeding with a Completed Application.

3.5 The review, analysis and consideration of a Completed Application will include:

A comprehensive review of the Completed Application to determine whether the Completed Application is consistent with these Policy Guidelines and Application Procedures, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits. Under the direction of the Town's Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. Additional requirements may be placed on the Applicant and/or the proposed CFD. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Agreement necessary for formation of the CFD. A Completed Application must be consistent with these Policy Guidelines and Application Procedures and must contain all the information required in these Policy Guidelines and Application Procedures.

On presentation of a Completed Application, the Town Council within sixty (60) days after submission shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the Completed Application to be approved.

3.6 If a Completed Application includes a petition for formation that is signed by owners of all of the land in the proposed CFD, as well as meeting all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the district formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.

3.7 If the Town Council orders formation of a CFD, the Applicant and the staff of the Town shall coordinate a schedule of events for formation of the CFD. Prior to formation of the CFD, the Applicant and the Town shall finalize and enter into the Development Agreement.

- 3.8 If the Town Council approves the formation of a CFD and there are existing agreements with the Applicant and/or any other developers/landowners for the provision of infrastructure proposed to be furnished by the CFD, then those agreements will be amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant, developer/landowner, or the CFD.

ARTICLE 4.
CFD Operations and Debt Financing

- 4.1 Upon approval of formation of a CFD, the Applicant shall deposit with the CFD a nonrefundable administrative expense fee in the amount of \$50,000. The administrative expense fee shall be applied by the CFD to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation and maintenance of the CFD or its public improvements. These deposits shall be applied to payments for services rendered by the Town staff, CFD staff and services rendered by outside consultants who may be retained by the Town and/or the CFD, including but not limited to bond counsel, financial advisors, engineers, appraisers and attorneys. From time to time, upon depletion of the administrative expense fee, the CFD may request, and the Applicant shall promptly deposit with the CFD, additional \$25,000 deposits to be applied to the purposes contemplated in this Section.

The issuance of any series of bonds will include an administrative fee to be paid by the developer to the CFD as follows:

\$15,000 per assessment bond. 1% of the of general obligation or revenue bond amount (not less than \$5,000 and not more than \$50,000).

District staff will monitor the actual cost to administer the bond. If the actual cost of administering the bond is less than the paid fee, then the developer will receive a refund of the unused funds.

- 4.2 The Town and CFD may require, if approved at an appropriate election, the imposition of an ad valorem tax per \$100.00 of assessed value upon the CFD taxable property in order to provide for the CFD to be self-supporting for its administrative, operation and maintenance expenses, and replacement reserve purposes if appropriate. Failure to agree to impose any necessary tax for the operation and maintenance of the CFD will relieve the Town and the CFD from undertaking any obligations or operations.
- 4.3 In connection with any request for debt financing, unless otherwise agreed by the Town, the Applicant will provide a current appraisal of the fair cash market value of the property within the proposed CFD that is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as

an “MAI Appraiser”), such appraisal to be in form and substance acceptable to the Town, in its sole discretion. Generally, the appraisal shall be based on the wholesale, bulk sale of the property in the CFD.

- 4.4 The amount of debt of a CFD may not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the debt imposed on the CFD may not impose an unreasonable financial burden on future CFD residents. The Town Council may consider debt burdens in its decision whether to approve the formation of a CFD.
- 4.5 General obligation bonds will be secured by an unlimited ad valorem tax on all taxable property located within the CFD. In a Completed Application, and prior to the issuance of general obligation bonds by the CFD, in the project feasibility report the applicant shall describe, in addition to the statutory requirements, the following information:
 - a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.
 - b. The amount and timing of CFD general obligation bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The effect of the CFD bond issuance on CFD property tax rates, calculated over the entire period of time that the proposed general obligation bonds are estimated to be outstanding or based on the phasing of the project to be financed, as applicable.
 - e. The proposed total tax rate of the CFD. If the pre-established debt service tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established tax rate and the actual CFD debt service coming due in that fiscal year. Security for the Applicant’s payment of this contribution may be in the form of a cash contribution, standby contribution agreement or other acceptable form of security, which shall be bankruptcy proof, as required by the Board. All of the foregoing needs to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until such time as the Board, exercising its sole discretion, determines the assessed value of real property in the CFD is sufficient to generate ad valorem taxes at the pre-established CFD tax rate sufficient to pay the actual CFD debt service. At that time, the Board, exercising their

sole discretion, will determine whether the Applicant's security will be released in whole or in part.

- f. Any economic advantage or the estimated savings, if any, to residents in the form of reduced purchase prices, enhanced public services and/amenities, additional community benefits, etc. that are projected to result from CFD financing.
 - g. The marketing plan for the issuance of bonds shall be described. The plan should include a statement of whether the bonds will be publicly offered or privately placed.
- 4.6 Revenue bonds shall be payable from a specified revenue source. An Applicant for revenue bonds must describe in each project feasibility report, along with the statutory requirement, the following:
- a. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared financial feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.
 - b. The expected market absorption of development within the CFD.
 - c. The amount and timing of CFD revenue bonds to be issued.
 - d. The financial impact of the proposed issue(s) on prospective residents.
 - e. Any plan for subsidizing revenues to meet obligations.
 - f. Whether the bonds will be publicly offered or privately placed.
- 4.7 Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. In a Completed Application and prior to issuance of assessment bonds, in the project feasibility report, the Applicant shall provide the following:
- a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
 - b. The amount and timing of CFD assessment bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The estimated assessment amount to be placed on prospective assessed parcels.

- e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.
- f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.
- g. Whether the assessment bonds will be publicly offered or privately placed.

Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or other nationally recognized bond rating services. Pursuant to state statutes, the CFD will not issue non-investment grade bonds in a public offering. In a public offering, an appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the Board, in its sole and absolute discretion, shall indicate a minimum land value to debt ratio of 4 to 1 prior to the issuance of debt.

Privately placed bonds need not be rated. However, the purchasers of such assessment bonds must be "qualified buyers" (similar to those acceptable pursuant to the Securities Exchange Commission) and agree to hold the bonds for their own account and not to resell the bonds except to "qualified buyers" in a private placement. Further, in connection with the sale of unrated privately placed assessment bonds, the CFD board of directors must have received an appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the Town, in its sole discretion, indicating a minimum land value to debt ratio of 4 to 1 as of a date prior to the issuance of debt. If a 4 to 1 ratio is not achieved, a scaling down of the proposed debt and phasing of the infrastructure is expected.

- 4.8 Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the Board, provide other means to address the Board concerns.

Approved by the Mayor and Council on _____, 2019.

Acknowledged by Merrill Ranch Community Facilities District No. 1 and Merrill Ranch Community Facilities District No. 2 on _____, 2019.

Town of Florence

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Acknowledged:
Merrill Ranch CFD1

Merrill Ranch CFD 2

Tara Walter, Chair

Tara Walter, Chair

Certification of Posting of Notice

The undersigned hereby certifies that a copy of the attached notice was duly posted at 775 North Main Street, Florence, Arizona, on 6/16/16, at 10:50am [time].

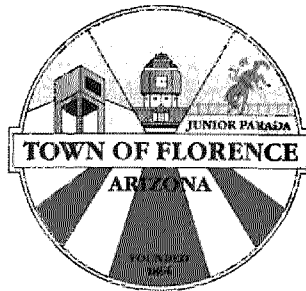
Patricia Buchanan
Patricia Buchanan, Administrative Assistant

The undersigned hereby certifies that a copy of the attached notice was duly posted on the Town website, www.florenceaz.gov, on 6/16/16, at 10:16am [time]

Maria Hernandez - posted by eT due to technical difficulty.
Maria Hernandez, Deputy Town Clerk

TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tom J. Rankin
Vice-Mayor Tara Walter
Councilmember Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall



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

Monday, June 20, 2016

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, June 20, 2016, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

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

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or

may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. PUBLIC HEARINGS AND PRESENTATIONS

- a. Continuation of the June 6, 2016 Public Hearing on an application received from Kevin Arnold Kramber, Green Tree Inn & Suites, located at 240 W. Highway 287, Florence, Arizona, for a transfer of a Type 7 Beer and Wine Liquor License, and for Council recommendation for approval or disapproval of said license. (Lisa Garcia)
- b. Presentation on the status of the Town's Strategic Plan effort and introduction of the facilitator, Karalea Cox with Common Sense Facilitation, selected to assist the Town with this project. (Mark Eckhoff)
- c. Proclamation designating July 2016 as Park and Recreation Month. (Bryan Hughes)

7. 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. Authorization to enter into an Intergovernmental Agreement with Pinal County, for Judd Road, located between Quail Run Lane and Attaway Road, for construction, improvement and maintenance of the roadway. (Christopher Salas)
- b. Approval of the May 9 Special Meeting, May 9 Worksession and May 16, 2016 Council minutes.
- c. Receive and file the following board and commission minutes:
 - i. April 14, and May 19, 2016 Arts and Culture Commission minutes
 - ii. April 27, 2016 Historic District Advisory Commission minutes.

8. NEW BUSINESS

- a. Discussion on possible need for amendment of the Town of Florence Development Code with special emphasis on the Design Review Code. (Mayor Tom Rankin and Councilmember John Anderson)
- b. Resolution No. 1587-16: 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)
- c. Resolution No. 1589-16: Discussion/Approval/Disapproval on A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNT REQUIRED FOR THE PUBLIC EXPENSE FOR THE TOWN OF FLORENCE FOR FISCAL YEAR 2016-2017; ADOPTING A TENTATIVE ANNUAL BUDGET; SETTING FORTH THE RECEIPTS, EXPENDITURES AND THE AMOUNT PROPOSED TO BE EXPENDED FOR VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR PUBLIC HEARING FOR TAXPAYERS ON THE

ADOPTION OF THE FINAL BUDGET; ADOPTING THE BUDGET IN ACCORDANCE WITH THE STATE-IMPOSED EXPENDITURE LIMITATION AND VOTER-APPROVED EXCESS AMOUNT; DECLARING AN EMERGENCY. (Gabe Garcia)

- d. Discussion/Approval/Disapproval on adoption of Policy Guidelines and Application Procedures for change in ownership of land in Community Facilities Districts. (Clifford Mattice)

9. ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT 1

- a. Acknowledgment of Policy Guidelines and Application Procedures for change in ownership of land in Community Facilities Districts. (Clifford Mattice)

10. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT 1

11. ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT 2

- a. Acknowledgment of Policy Guidelines and Application Procedures for change in ownership of land in Community Facilities Districts. (Clifford Mattice)

12. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT 2

13. MANAGER'S REPORT

14. CALL TO THE PUBLIC

15. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

16. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the following reasons:

For legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to contracts and pending or contemplated litigation involving land use in the Town.

17. ADJOURN FROM EXECUTIVE SESSION


18. ADJOURNMENT

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

POSTED ON JUNE 16, 2016, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

***PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF

FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.**

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: March 18, 2019 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, P.E. Public Works Director/Town Engineer SUBJECT: Cactus Asphalt (a division of Cactus Transport, Inc.) Contract for asphalt maintenance and repair services (CIP T-69 Pavement Preservation).		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to enter into a contract with Cactus Asphalt (a division of Cactus Transport, Inc.) using the Cooperative Contract, through Pinal County JOC Contract #173923 Asphalt Maintenance & Repair Services, which includes the application of Chip Seal Binder: Polymer Modified Asphalt Rubber and FOG Seal Binder for pavement preservation treatment, for the Town of Florence CIP T-69 Pavement Preservation Project, in an amount not exceed \$103,420.74 (Proposal \$86,183.95 with a 20% contingency, \$17,236.79).

BACKGROUND/DISCUSSION:

The surface of the various locations throughout Florence are worn and in need of asphalt preservation. The areas targeted for the Spring of 2019 are on Exhibit 6.

Pinal County has an existing contract with Cactus Asphalt. The Town of Florence has the opportunity to piggyback on the Pinal County Contract #175923. On May 22, 2018, Pinal County entered into a contract with Cactus Asphalt to provide Asphalt Maintenance & Repair Services which includes Binder pavement preservation treatment. This contract expires May 22, 2019, with options to extend.

Per Section 4.12 of the Town’s Purchasing Policy, Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from

obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council approval is required on any purchases of \$25,000 or more.

A VOTE OF NO WOULD MEAN:

Preventative maintenance would be delayed until the following fiscal year. The asphalt pavement would continue to incrementally deteriorate. As preventative maintenance is delayed the cost to maintain the streets is increased.

A VOTE OF YES WOULD MEAN:

Preventative maintenance would occur as scheduled and the future costs would continue as projected.

FINANCIAL IMPACT:

The cost to Contract with Cactus Asphalt in amount of \$86,183.95, plus 20% contingency of \$17,236.79 making the not-to-exceed amount \$103,420.74.

The fixed fee proposed for this project has been negotiated by staff and obtained through a sole source selection. Per Section 4.4 of the Town's Policy:

4.4 Sole Source Purchase

Departments may procure and contract for supplies and services without using competitive procedures when it is clearly determined to be impractical to procure through the competitive bidding process. The Department Head shall submit a Sole Source/Emergency Purchase Justification Form (Supplement 7.7) to the Town Manager for pre-approval. If approved by Town Manager, the Department Head shall process the corresponding requisition.

In the event a Sole Source Purchase exceeds \$25,000, the Department Head shall obtain Town Council pre-approval, and, if approved, the purchase shall be processed by the Department in accordance with the Purchasing Policy.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

Exhibit 1 – Pinal County ROQ - JOC #175923 Asphalt Maintenance & Repair Services

Exhibit 2 – Pinal County JOC Executed Contract #175923 – Expires 5/22/2019

Exhibit 3 – Pinal County JOC Contract Pricing

Exhibit 4 – Cactus Asphalt Scope of Work

Exhibit 5 – Town of Florence Map – Spring PMAR Project

Exhibit 6 - Approved Bid Tabulation Form

Exhibit 7 – Town of Florence - Professional Services Cooperative Contract



PINAL COUNTY
WIDE OPEN OPPORTUNITY

**ROQ-175923
JOC Asphalt
Maintenance & Repair
Services**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

NOTICE OF REVIEW OF QUALIFICATIONS

Designated Agency: PINAL COUNTY PUBLIC WORKS DEPARTMENT

Material or Service: JOC ASPHALT MAINTENANCE & REPAIR SERVICES

Contract Type: FIRM FIXED PRICE

Contract Period: ONE (1) YEAR INITIAL TERM
FOUR (4) ONE-YEAR RENEWAL OPTIONS

Pre-Submittal Conference: N/A

Question Due Date: BY 5:00 PM ARIZONA TIME ON MAY 9, 2018

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON MAY 22, 2018

Number of Copies Required: ELECTRONIC SUBMITTAL

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON MAY 22, 2018

Solicitation Opening Location: 31 NORTH PINAL STREET
BUILDING A
FLORENCE, AZ 85132

Procurement Officer Contact Name: LORINA GILLETTE, CPPB

Telephone: (520) 866- 6639

Fax: (520) 866- 2903

E-mail: Lorina.Gillette@pinalcountyaz.gov



PINAL COUNTY
WIDE OPEN OPPORTUNITY

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Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

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EXHIBITS AND ATTACHMENTS

Attachment A – Bonfire Submission Instructions for Suppliers

END OF SOLICITATION



1. INTRODUCTION

1.1 Purpose and Description

Pinal County Public Works (County) is seeking experienced Contractors to provide Asphalt Maintenance and Repair Services on an as-needed basis at various project locations throughout the County utilizing the Job Order Contracting (JOC) project delivery method.

It is the intent of the County to select four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be at the sole option of the County and be based on the successful performance of the JOC Contractor and the needs of the County. The individual job order assignment maximum amount is \$1,000,000. It is the County's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders assignments. Individual projects may require the expenditure approval of the Pinal County Board of Supervisors. Each job order assignment, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents.

The County has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the County's tolerance of financial risk will be the guiding principles behind the projects.

1.2 Cooperative Purchasing

This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

2. SCOPE OF WORK

2.1 Scope of Work

The County maintains a network of civil infrastructure. The infrastructure includes, but not limited to, paved streets, dirt roads, trails, multi-use paths, park pavements, and parking lots. This JOC will be focused but not limited to, supplying all labor, material, and equipment for asphalt maintenance and repairs. Work assignments may include but not limited to, and the successful contractors shall have experience, knowledge and ability to accomplish the following tasks:

- 2.1.1 Obtain all necessary permits, required to complete the job order assignment, including but not limited to; Engineering off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
- 2.1.2 Placing asphalt pavements including full depth sections, overlays, patches and repairs.
- 2.1.3 Pavement maintenance and rehabilitation; including but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.
- 2.1.4 Utility adjustments.
- 2.1.5 Minor subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.
- 2.1.6 Minor earthwork: site rough and finishing grade.
- 2.1.7 Signing and striping including, survey of existing striping and signing, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage.
- 2.1.8 Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
- 2.1.9 Shoulder maintenance including grading, build-up, placement of surface treatment and sealing.



2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors and knowledge of JOC project delivery methods. The specific work associated with each job order assignment shall be mutually agreed upon and issued by the County.

For any project determined by the County to be appropriate for this Job Order Contract, the County will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the County will issue a Purchas Order, at which time the parties will execute an individual job order assignment specifying the cost and completion schedule for that project. Although the County anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The County reserves the right and will issue job order assignments based on ability of the contractor to meet the County's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG), Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), , and the construction documents (plans and specifications) associated with each Job Order assignment.

2.3 Work Authorization

Any Work required under this Contract shall be authorized by issuance of formal, written Job Order Purchase Orders as follows:

- 2.3.1 As the need exists (as determined by the County) for performance under the terms of this Contract, the County will notify the Contractor of an existing requirement.
- 2.3.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:
 - 2.3.2.1 Visiting the proposed site in the company of County staff, or;
 - 2.3.2.2 Establishing contact with the County to further define the scope of the requirement.
- 2.3.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task unless Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Contractor will so notify the County in a timely manner.
- 2.3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.
- 2.3.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.
- 2.3.6 Upon receipt of the Contractor's proposal, the County will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule and all other terms, prior to issuance of a Job Order Purchase Order.
- 2.3.7 In the event the County does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal, except as noted in §2.4.3

2.4 Scheduling of Work

- 2.4.1 For each Job Order Purchase Order, the County will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order Purchase Order. The period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request the County to inspect the Work to determine the



status of completion. A minimum of 30 days prior to Final Completion the Contractor, in conjunction with the County, shall prepare a comprehensive list of Punch list items, which the County may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Items on the Punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list. Two year warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract.

- 2.4.2 Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.
- 2.4.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, the County will compensate the Contractor for any such transportation and storage costs incurred.
- 2.4.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to the Owner.
- 2.4.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods shall be submitted to the County for approval.

2.5 Quality Assurance/Quality Control Program

- 2.5.1 Contractor shall submit, for County approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order Purchase Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors.

2.6 Utility Company Coordination

- 2.6.1 Unless specifically excluded by the individual Job Order Agreement, the Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the County.

2.7 Temporary Sanitation Facilities

- 2.7.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated and kept clean at all times.
- 2.7.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

2.8 Dust Control and Water

- 2.8.1 The dust control measures shall be in accordance with the requirements of the Pinal County Air Quality Control District Code of Regulations. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the County has received a copy of the Contractor's Dust Control Permit and Plan.
- 2.8.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal County Air Quality Department 31 N Pinal St, Bldg. F, Florence, AZ 85132 520-866-6929.



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2.8.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the County.

2.8.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

2.9 Work by Owner

2.9.1 The County reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the contract.



1. **DEFINITIONS.** For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.1 Bid Documents: The whole of the Invitation for Bid packet, which consists of all documents listed in the index of said bid packet and all Addenda thereto.
 - 1.2 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents
 - 1.3 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.4 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.5 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation to Bid by submitting a signed Bid.
 - 1.6 Board: Pinal County Board of Supervisors.
 - 1.7 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.8 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.9 Channel: A natural or artificial watercourse.
 - 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
 - 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractors surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
 - 1.12 Contract/Contract Documents: The written instrument between Pinal and the contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
 - 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
 - 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
 - 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal county Board of Supervisors.
 - 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.



- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Department of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, §1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material supplies.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not delivery this to the Project Site. For purposes of this definition, a supplier shall not include one how establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety sureties to protect Pinal by conditioning release of the bond sum upon Contractors full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to nay contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgement or other similar action is indicated, such order, instruction, decision, exercise of judgement or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.34 Responsible Bidder: A person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.35 Responsive Bid: A bid which conforms to all material respects to the invitation for bid.



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Definitions

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- 1.36 **Schedule of Performance:** A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.37 **Schedule of Values:** Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under the contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit. Equipment costs or rental, transportation.
- 1.38 **Special Detour:** A detour, which requires the contraction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.39 **Shop Drawings:** Drawings approved for repetitive use, showing details to be used where appropriate.
- 1.40 **Specifications:** The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.41 **Subcontractor:** An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.42 **Superintendent:** Contractor's authorized representative in responsible charge of the Work.
- 1.43 **Surety:** The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
- 1.44 **Working Day:** A calendar day, exclusive of Saturdays, Sundays, and County recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
- 1.45 **Working and Supplemental Drawings:** Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.



1 INQUIRIES

- 1.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lorina Gillette, CPPB at lorina.gillette@pinalcountyaz.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 1.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

2 OFFER PREPARATION

- 2.1 Contract. Offers shall include a signed Contract form.
The Contract Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return the Contract Form may result in rejection of the Offer.
- 2.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 2.7 of the Uniform Instructions.
Solicitation Addendums are posted on the Pinal County website at the following address: <http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.3 Estimated Quantities. The County does not anticipate considerable activity under contract(s) awarded as a result of this solicitation, therefore, no commitment of any kind is made concerning quantities actually acquired. The quantities that may be reflected in the solicitation are estimates only.
- 2.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into two (2) sections as follows:
- 2.4.1 Requested Documents.
- 2.4.1.1 Section One: shall contain the Title Page as well as the following forms: Statement of Bonding Capacity, Addendum Acknowledgement Form, W9 form and signed Offer and Acceptance Form
- 2.4.1.2 Section Two: shall contain the Subcontractor Selection Plan
- 2.4.1.3 Section Three: shall contain scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards by be placed on the same page.
- 2.4.1.4 Section Four: shall contain the Pricing Matrix.
- 2.4.2 Requested Questionnaires.
- 2.4.2.1 Shall contain the completed questionnaire titled JOC Civil Construction Services.
- 2.6 Additional Special Instructions. Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.
- 2.7 Additional Terms and Conditions. Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

3 SUBMISSION OF OFFER



3.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

4 EVALUATION

4.1 Evaluation. In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Method of Approach
2. Experience and Qualifications of the Contractor
3. Experience and Qualifications of Key Personnel
4. Conformance to Terms and Conditions

4.2 Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.

4.3 Negotiations. County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.

4.4 Responsibility, Responsiveness and Acceptability. In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

4.5 Best and Final Offers. If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

5 AWARD

5.1 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any



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Special Instructions

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components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

- 5.2 Post Award Meeting. The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.



1 INQUIRIES

- 1.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.
- 1.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 1.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2 OFFER PREPARATION

- 2.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall only be submitted through Pinal County's web portal, Bonfire. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile or electronic mail (e-mail) Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 2.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 2.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
- 2.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.



- 2.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 2.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 2.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number by attaching a current W-9 Form.
- 2.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 2.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 2.11 Disclosure. If the firm, business or person submitting this Offer has 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 if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 2.12.1 Terms and Conditions;
 - 2.12.2 Statement or Scope of Work;
 - 2.12.3 Specifications;
 - 2.12.4 Attachments;
 - 2.12.5 Exhibits;
 - 2.12.6 Special Instructions to Responders;
 - 2.12.7 Uniform Instructions to Responders;
 - 2.12.8 Other documents referenced or included in the Solicitation; and
 - 2.12.9 Individual Job Order Assignment
- 2.13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 2.14 Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate



information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

2.15. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

3 SUBMISSION OF OFFER

3.1 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

Requested Information

<u>Name</u>	<u>Type</u>	<u># Files</u>	<u>Requirement</u>	<u>Instructions</u>
Section 1: Cover Sheet, Statement of Bonding Capacity, Addendum Acknowledgement Form, W9, Offer & Acceptance Form	File Type: Any	Multiple	Required	
Section 2: Subcontractor Selection Plan	File Type: Any	Multiple	Required	
Section 3: Scanned copies of Arizona Registrar of Contractors License Identification Card(s)	File Type: Any	Multiple	Required	
JOC Asphalt Maintenance & Repair Services (Q-13MO)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Asphalt Maintenance & Repair Services (BT-05AQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

Upload your submission at:

<https://pinalcountyaz.bonfirehub.com/opportunities/7907>



- 3.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.
- 3.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.
- 3.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:
- 3.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 3.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 3.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 3.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.

4 EVALUATION

- 4.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 4.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4.5 Disqualification. A Responder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 4.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 4.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 4.7.1 Waive any minor informality;
- 4.7.2 Reject any and all Offers or portions thereof; or
- 4.7.3 Cancel the Solicitation.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

5 AWARD

- 5.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 5.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

6. Protests

- 6.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
- 6.1.1 The name, address and telephone number of the protester;
 - 6.1.2 The signature of the protester or its representative;
 - 6.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 6.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 6.1.5 The form of relief requested.



1. Statement of Work

The Contractor, under the general supervision of the County, shall perform services as are necessary for the Work Assignment and according to the directions and designated standards of the County, and in accordance with the Statement of Work. It is understood and agreed that the County's authorized representative shall be the Department of Public Works Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

Contractor shall provide services, and complete in a workmanlike and substantial manner and to the satisfaction of the Department of Public Works Director, Job Order assignments for the County, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, and labor to complete the work in the most substantial and workmanlike manner according to the Specifications and Work Assignment on file with the County and such modifications of the same and other directions that may be made by the County as provided herein. The Contractor shall meet periodically with the County Agent so as to keep the County informed of the progress of the work in accordance with each work assignment.

2. Contract Documents:

2.1 The Contract Documents. (Plans, Specifications, Addenda, if any, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

2.2 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

3. Time of Completion:

Contractor further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

4. Contract Term, Extension, Price Adjustment:

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein. The contract shall no bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain in the same and apply during the extension period.

The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigateble cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. Requests for adjustment must be received by the Procurement Officer 120 days prior to contract renewal. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of the presentation as it deems necessary to validate the Contractor's request for a price adjustment. Failure to respond to the County's request within the time frame specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period. The County, at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.



- 6.7.2 Presentation of a properly executed invoice;
- 6.7.3 Presentation of a fully executed Certificate of Performance provided by the County; or
- 6.7.4 Consent of Contractor's surety, if any.

7. Termination:

The County hereby gives notice that pursuant to A.R.S. § 38-511 A, this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Public Works Director of the County is received by all of the parties to the contract. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as a result of the contract.

8. Negotiation Clause:

Recovery of damages related to expenses incurred by Contractor for a delay for which the County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between Contractor and the County. This provision shall be construed so as to give full effect to any provision in the contract, which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

9. Compliance with Laws:

Contractor is required to comply with all Federal, State and local ordinances and regulations. Contractor's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that Contractor and any subcontractors employ to complete this project. It is understood that the County shall conduct itself in accordance with the provisions of the Pinal County Procurement Code.

10. Anti-Discrimination Provision:

The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

11. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractor's may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

12. Insurance Requirements:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do



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Terms & Conditions

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business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Worker's Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

Commercial General Liability

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

Automobile Liability

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

Workers' Compensation

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by



Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

13. Israel Boycott Prohibited:

Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

14. Performance of Work:

14.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchas Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

- 14.1.1 Contract number along with the Job Order Contractor's name;
- 14.1.2 Job Order number and date;
- 14.1.3 The agreed Work and applicable technical specifications and drawings;
- 14.1.4 The agreed period of performance and, if required by the County, a work schedule;
- 14.1.5 The place of performance;
- 14.1.6 The agreed total price for the Work to be performed;
- 14.1.7 Submittal requirements;
- 14.1.8 The County's authorized representative who will accept the completed Work;
- 14.1.9 Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
- 14.1.10 Such other information as may be necessary to perform the Work.

14.2 Job Order Contractor Duties and Obligations.

- 14.2.1 **Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The County will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.
- 14.2.2 **Self-Performance by the Job Order Contractor.** The Job Order Contractor shall be allowed to bid as a subcontractor for work over \$50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.
- 14.2.3 **Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will



supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

- 14.2.4 Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.
- 14.2.5 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.
- 14.2.6 Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at least forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Officer shall be used for traffic control. Contact shall be made through the Pinal County Sheriff's Officer Representative, Malita Arellano, 520-866-5109. Deputy time, including vehicle and equipment shall be measured by



the hour for each hour required to perform traffic control duties. Any time over three (3) hours shall be measured by the hour.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14.2.7 Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

14.2.8 Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

14.2.9 Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If



Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

- 14.2.10 Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

14.3 Owner Rights and Obligations.

- 14.3.1 Suspension of Work. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this subparagraph 13.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

- 14.3.2 County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 14.2.1. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

- 14.3.3 Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.
- 14.3.4 Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
- 14.3.5 Job Order Value. The maximum Job Order value is One Million Dollars (\$1,000,000), except as provided by §17.1.



15. Job Order Documents:

- 15.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.
- 15.2 Show Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Show drawings means drawings submitted to the County by the Contractor showing in detail:
- 15.2.1 The proposed fabrication and assembly of structural elements;
 - 15.2.2 The installation (i.e. form, fit and attachment details) of materials or equipment, and
 - 15.2.3 The construction and detailing of elements of the Work.
- 15.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §14.3 below.
- 15.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- 15.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 15.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 15.7 Show Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.
- 15.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part here of, shall be



the property of the County and may be used by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

16. Contract Changes:

16.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- 16.1.1 In the specifications (including drawings and designs);
- 16.1.2 In County furnished facilities, equipment, materials, services, or site; or
- 16.1.3 Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

16.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

16.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

16.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

16.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

- 16.5.1 Receipt of a written change order under section 16.1 above; or
- 16.5.2 The furnishing of a written notice under section 16.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under section 16.2 above.

16.6 Final Payment Limitation. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

16.7 Contractor Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

16.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

17. ARS Title 34 Provisions:

17.1 The maximum dollar amount of an individual job order shall be One Million Dollars (\$1,000,000) or such higher or lower amount prescribed by the County in an action notice pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

17.2 If the Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual task in the job order, then:



- 17.2.1 The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the work under one or more job orders:
 - 17.2.1.1 A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.
 - 17.2.1.2 A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
- 17.2.2 If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
 - 17.2.2.1 A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
 - 17.2.2.2 The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.
 - 17.2.2.3 The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.
- 17.2.3 The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

18. Contract Administration and Operation

To the extent applicable Contractor shall comply with the following provisions.

- 18.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 18.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 18.3 Contractor Business Facilities and Business Practices. The Contractor’s personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.



- 18.4 Affirmative Action. Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A Employment Information Report
 - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.
- All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.
- 18.5 Drug Free Workplace Program. Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 18.6 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 18.7 Facilities Inspection and Materials/Service Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 18.8 Notices. Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 18.9 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 18.10 Property of the County. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.



- 18.11 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 18.12 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 18.13 **Confidentiality of Records.** The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 18.14 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 18.15 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

19. Price Adjustment for Bituminous Materials

19.1 Description

Price adjustment shall be calculated based on price changes of bituminous material occurring between the submittal deadline date for the JOC technical and price proposals and the date that the material is delivered or used. Price adjustment shall be bi-directional, potentially increasing or decreasing contract payments.

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt and shall apply only to specific pay items requiring these materials.

The contract unit price for each item of bituminous material shall include all costs for furnishing, hauling, handling, spreading, and mixing of the material required, including the "initial cost" of bituminous material and all applicable taxes, bonds, and insurance premiums; but excluding any difference in the cost of bituminous material that occurs between the



submittal deadline date for the JOC price proposal and the date that the material is delivered or used and the cost of taxes, bonds and insurance directly attributed to the price adjustment amount for bituminous materials.

19.2 Measurement Emulsified Asphalt

The tons of emulsified products to which the adjustment will be applicable will be the tons of the bituminous material within the emulsion. The Contractor shall weigh or measure the truck or trailer tank prior to and after placing the emulsion and will be paid based upon the difference in the weight.

19.3 Payment

The "initial cost" of asphalt cement, liquid asphalt and emulsified asphalt will be the quarterly cost determined by the Arizona Department of Transportation (ADOT) based on selling prices of asphalt and all materials published by the ADOT.

The bituminous material "initial cost" price is issued each month in memorandum form by ADOT's Contract and Specifications Section of the Intermodal Transportation Division under "Price Adjustment for Bituminous Material" title. The price is the arithmetic average of the high and low selling prices for asphalt cement shown for the previous quarter in the ADOT escalator.

This price will be deemed to be the "initial cost" for bituminous material of all types, grades, etc., on projects on which bids are opened during the following month. This price may be obtained from the ADOT website:

<http://www.azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel>

For each item of bituminous material for which there is a specific pay item, an adjustment in compensation will be made for either an increase or decrease in the price of asphalt cement as shown in the ADOT memorandum, current for the date of use of the material, as compared to the "initial cost".

Adjustments in compensation for emulsified asphalt will be made for the bituminous material prior to dilution.

The tons of bituminous materials which are paid for on an invoice basis to which the adjustment will be applicable are the tons which have been delivered to the project and subsequently incorporated into the work. The adjustment will be applicable on the date of use of the bituminous material.

Price Adjustment for Bituminous Materials shall include an adjustment for the actual change in cost of premiums on required payment and performance bonds, the actual change in cost of premiums for property damage and/or public liability insurance, and the change in sales tax (identified in Section 109.2.3) liability incurred as a result of the price adjustment for bituminous materials. The Contractor shall provide documentation to determine the adjustment for the actual change in cost of premiums on required payment and performance bonds, property damage and/or public liability insurance, and sales tax.

No additional compensation will be made for any additional or increased charges, costs, expenses, etc., which the Contractor may have incurred since the time of the Price proposal submittal which may be the result of any increase in the "initial cost" of bituminous material.

The Price Adjustment for Bituminous Materials will be made in the next regular payment following actual use or application of the bituminous material and may cause an increase or decrease in payments. Quarterly billing shall be identified as:

- Quarter 1; July - September, released end of June
- Quarter 2; October -December, released end of September
- Quarter 3; January - March, released end of December
- Quarter 4; April - June, released end of March

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx> . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm



PINAL COUNTY
WIDE OPEN OPPORTUNITY

W-9 Form

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Responder's Checklist

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

RESPONDERS CHECKLIST

	Yes/No
Did you include your signed Offer sheet? <i>See Page 34 & 35 of this solicitation.</i>	
Did you acknowledge all addendums, if any? <i>See page 31. Any addendums would be uploaded in Bonfire.</i>	
Did you complete and include all required Response Forms? <i>Any Response forms would be available in Bonfire.</i>	
Did you include your W-9 Form? <i>See page 32 of this solicitation.</i>	
Did you include any necessary attachments?	
Did you follow the order for submissions of documents? <i>See Section 2.4 – Offer format in the Special Instructions of this solicitation.</i>	
Did you include proof of insurance(s) if requested?	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Email: _____

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Asphalt Maintenance & Repair Services

This contract shall henceforth be referenced to as Contract No. 175923. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____ 2018.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Company Name

Authorized Signature



PINAL COUNTY
WIDE OPEN OPPORTUNITY

End of Solicitation



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

<u>Bryan Glazer</u>	Managing Partner
Authorized Signature	Title
Bryan Glazer	5/22/2018
Printed Name	Date
Cactus Asphalt, A Division of Cactus Transport, Inc.	623-907-2800
Company Name	Telephone
8211 W. Sherman St	Tolleson AZ 85353
Address	City, State, Zip

For clarification of this offer, contact:

Name: Jeff Abram Phone: 623-907-2800 Fax: 623-907-2900

Email: jabram@cactusasphalt.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Asphalt Maintenance & Repair Services

This contract shall henceforth be referenced to as Contract No. 175923. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 27th day of June 2018.

<u>Todd House</u>	<u>Chairman</u>	<u>[Signature]</u>
Name (Print)	Title	Signature

Approved as to form:

[Signature]
Pinal County Attorney's Office



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
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OFFER AND ACCEPTANCE FORM – Page 2

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- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Cactus Asphalt, A Division of Cactus Transport, Inc.
Company Name

Authorized Signature Bryan Glazer - Managing Partner

IFB 175923 – Asphalt Maintenance & Repair Services

RESPONDER PROFILE

**Cactus Transport, Inc.
DBA Cactus Asphalt
8211 West Sherman Street
Tolleson, AZ 85353**

**Representative: Jeff Smith, Project Manager
(602) 618-7405
jsmith@cactusasphalt.com**

QUESTION SET – Method of Approach

2.0.1

QUESTION: Describe your experience in the advantages and disadvantages of the JOC alternative delivery method compared to traditional design-bid-build.

RESPONSE:

Holding multiple Job Order Contracts (JOCs) over the past 14 years has given Cactus Asphalt (Cactus) insight into the world of alternative delivery methods commonly used with JOCs. Overall the experience has been positive for us which is why we've had nine JOCs renewed over the past three years with multiple agencies.

We believe advantages for the JOC delivery method include the following:

Flexibility – Both for the contractor and agency, a JOC gives flexibility for procuring and scheduling work as the two come together early in the stage to determine the proper time and season to perform work.

Partnership – The agency and contractor act as partners throughout design, procurement and construction working towards the same ultimate goal of a quality end product.

Quality – With the JOC delivery method the contractor and owner can focus on quality products, companies and practices. Cactus has developed a quality control program that includes oversight by our in-house QC manager which allows us to be on the forefront of new and developing technologies and products in construction. We also focus on procuring and keeping quality subcontractors that align with our vision of the project.

Open Communication – Early on in the process Cactus will set up a meeting with the agency and all key employees to launch the kick off for the JOC. This happens before work is scheduled or procured so all parties can get to know each other.

Scheduling – As Cactus partners with multiple agencies, we have become accustomed to pre-scheduling anticipated work needed in the future seasons when capacity is decreased (this is especially true for paving and chip sealing). We regularly block out dates early in the year in anticipation of JOC projects that can be determined at a later date.

IFB 175923 – Asphalt Maintenance & Repair Services

End of the Year Funding – Some JOC projects are assigned towards the end of the fiscal year with a hard date to complete so that funds can be expended. This is not typically the case with design-bid-build projects as they are usually funded pre-bid and have an end date that does not constrain to the end of the fiscal year. Though this might sound negative, Cactus has turned this into a positive throughout our years successfully completing JOC projects. With our multiple crews, Cactus can schedule a job properly and complete it within of the fiscal year timeframe. We are also able to price our projects quickly so that the owner can map out their spending throughout the year.

With our JOC experience over multiple years, we believe that there is no disadvantage with the JOC alternative delivery method compared to traditional design-bid-build. With a JOC, the contractor and owner come together as a team focused on the best interest of the end users of the product and most often the public. This team can work together for many years developing a professional relationship with trust and respect that no design-bid-build project can; whereas the hard-bid market (design-bid-build) creates an adversarial relationship at the start. The contractor has to bid as low as possible to get the job and will fight over every change to get the most they can through change orders if necessary. All this is avoidable with JOC and alternative delivery methods.

2.0.2

QUESTION: Describe successful processes your company has developed for prior work that specifically parallels the JOC process. Provide specific details and methodology to demonstrate why each process was successful including advantages over commonly utilized processes. Include a description of the software system(s) successfully used by your company for project estimating, planning, scheduling and managing construction and the unique processes you've developed for its use in JOC (or comparable) contracts.

RESPONSE:

Processes that have been developed for JOC and other work include a single point of contact, team involvement from pre-construction to punch-list, a timeline for procurement, and cross-training employees.

Single Point of Contact – Cactus will assign a person as the single-point-of-contact for this JOC. Their involvement is from start to finish on all Job Order Assignments (JOAs). They will be with the agency for pre-design and design services, they will assist the Senior Estimator in putting together all pricing. They will help coordinate the pre-construction and assist in scheduling the work. When work is being performed they will be involved in the day to day operations. And finally, they will be there for the punch list walk through and sign off with the agency. We have seen this process improve our communication and production with JOCs as the Single-Point-of-Contact helps guide the JOC from start to finish.

Team Involvement – Cactus will not only have the Single-Point-of-Contact involved, but during pre-construction and cost assembly, the Senior Estimator will provide estimates and assist with acquiring subcontractors (if needed). Once the pre-construction is initiated the Division Manager and Project Superintendent will be there to help with construction start-up and close-out. During no point in a project's life will the agency be without the Cactus team.

Procurement Timeline – Over the past few years Cactus has developed a timeline that assists in procuring JOC and alternative delivery work. Once the project is defined and site visits are performed, our team goes into action. Depending on the size and scope of the project, we can provide a price proposal in as little as 72 hours or up to 1 week. This enables the agency to have the information in front of them quicker so they can make an informed decision on how the work will commence, either to go ahead as planned or adjust scope for any reason.

IFB 175923 – Asphalt Maintenance & Repair Services

Cross Training Employees and Crews – Cactus has established a cross-training program for our various crews so they can perform a variety of services and applications required to keep up with agency demands or schedule. For instance, our concrete crews can provide crack sealing, fog sealing, seal coating, and patching services. The more skills the crews have, the more efficient the project.

Systems used for estimating, planning, scheduling, and managing construction include the following:

Estimating – Cactus uses various take-off software to determine areas and volumes; including AGTEK Software for digitizing plans and calculating volumes, and Plan Swift for on-screen take-offs for linear footage and area measurements. Cactus uses Bid 2 Win software for generating accurate cost estimates concerning each phase and scope of work for each JOA.

Planning & Scheduling – Cactus utilizes Microsoft Project software for generating a Gantt chart schedule. Cactus has a full-time scheduler that controls the master schedule of our various crews. The Single-Point-of-Contact will work with the project scheduler to make sure time is secured for crews and supervision to perform and manage work.

Managing Construction – Timberline and Build 2 Win software are used for tracking construction progress and JOA costs. The crew foreman will enter daily quantities and crew time at the end of each shift. This information ties into Bid 2 Win to compare progress to the budget. Invoices can be created off these imported quantities for easy billing of jobs that can take place weekly or monthly.

These systems have been integrated into the Cactus culture and are used on all projects from JOC projects to traditional design-bid-build projects. With these systems, Cactus is able to effectively manage and control work for productivity and quality.

2.0.3

QUESTION: Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the County's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an appendix.

RESPONSE:

Through JOC involvement, Cactus has learned that a quality subcontractor is invaluable to the process and project. We have developed a subcontractor selection plan that not only takes price into consideration but also five additional criteria as listed below:

Previous work performance - the ability to show up on time and deliver quality is valued in a subcontractor despite the number of contracts they perform on. We value a subcontractor that treats each project as important as the rest.

Partnering Ability – Cactus chooses subcontractors that can adapt to the “Team” model with a cohesive vision of project goals in mind.

Cost control and pricing – The ability to stay within budget is valued as we focus on the best product for the best value.

IFB 175923 – Asphalt Maintenance & Repair Services

Safety program – Cactus will only choose subcontractors that have qualified safety programs in place and implement the use of them through all phases of work.

Overall quality of their work – Cactus considers previous work history and performance as a measuring tool for quality. Quality work is often placed above lower price, due to avoidance of warranty and punch list items that can come up at the end of projects.

All of these traits are considered when selecting subcontractors to become part of our team on JOC projects. Sometimes the lowest price is the best; other times quality and safety out-weigh a low price.

2.0.4

QUESTION: Discuss the Contractor's intention of self-performance for each Job Order Assignment and indicate percentage of self-performance you intend to provide under this contract. Remember that Pinal County requires a minimum of 51% of work be self-performance.

RESPONSE:

It is the intention of Cactus to self-perform as much of the JOA work as possible acknowledging that there are items of work that will need to be subcontracted. We will absolutely maintain a minimum of 51% per JOA as provided below. The self-performed work is based on Cactus' capability and the items listed in ROQ Section 2. Based on the scope of services of this JOC, Cactus anticipates performing more than 51% of the services as shown in the Self-Performed vs Subcontracted list below.

Self-performed:

Obtain all necessary permits, required to complete the JOA, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.

Placing asphalt pavements including full depth sections, overlays, patches and repairs.
Pavement maintenance and rehabilitation; including but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, slurry seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.

Minor subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.

Minor earthwork: site rough and finishing grade.

Maintaining shoulders including grading, placement of surface treatment and sealing.

Subcontracted:

Signing and striping including, survey of existing striping and signing, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage.

Combination of self-performed and subcontracted depending on crew availability and size of work:

Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.

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2.0.5

QUESTION: Discuss what efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process.

RESPONSE:

The Single-Point-of-Contact and Senior Estimator will be involved in the negotiation process. To develop a proper budget, a complete scope of work will be agreed upon by the County and Cactus. If the cost of work falls outside the budget, Cactus will work hand-in-hand with the County on either reducing the scope, cutting unnecessary work out or by partnering with their subs and suppliers to convey the needs of the County. The same efforts will be applied to the schedule. If there is not enough time or days to complete the work as is, Cactus can look at double shifts or weekend work to complete it within the time allotted. This can also be mitigated by early planning and blocking out days ahead of schedule.

QUESTION SET – Qualifications and Experience of Contractor

3.0.1

QUESTION: Provide a general description of all services provided by the Contractor or team that is proposing to provide JOC services. Indicate all services provided by each team member. Include information for any specific subcontractor to be utilized for all work of a certain type.

RESPONSE:

Cactus has been providing 85% of the services requested by the County for over eight years. The Cactus Team will provide the following services: Obtaining all necessary permits; Placing asphalt pavements including full depth sections, overlays, patches and repairs; Pavement maintenance and rehabilitation; minor subgrade preparation; rough and finishing grade.

Cactus team members assigned to the County's JOC and services provided include: Jeff Smith, Project Manager and single-point-of-contact, will be responsible for project oversight, including obtaining all necessary permits and preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.

Jeff Abram, Senior Estimator is responsible for estimating and pre-construction services.

Scott McMorine, Chip Seal and Fog Seal Division Manager is responsible for planning, scheduling, mobilization of the equipment and crews, and project management including quality control, timeline management, safety compliance, purchase orders for material and subcontractors for JOAs that include chip seal and fog seal applications.

Kyle Gooding, Crack Seal and Seal Coat Division Manager is responsible for project planning including scheduling, mobilization of the equipment and crews, and project management including quality control, timeline management, safety compliance, purchase orders for material and subcontractors for JOAs that include crack seal and seal coat applications.

Oscar Gonzales, Field Operations Manager is responsible for planning, scheduling, project management and safety for these asphalt paving services including: placing asphalt pavements

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including full depth sections, overlays, patches and repairs; pavement maintenance and rehabilitation; minor subgrade preparation; rough and finishing grade.

Along with our professional and qualified staff, Cactus has the ability to produce the materials called for in this JOC. Cactus continues to diversify and we have come to specialize in the application of Polymer Modified Asphalt Rubber, Asphalt Rubber, Rubberized Asphalt Binder and Scrub Seal. Cactus has developed recycled tire rubber/polymer blending and application equipment with our partners, D & H Manufacturing and Bearcat Manufacturing. All of this equipment is state-of-the-art and is well maintained at our shop in Tolleson, Arizona. Our employees have been highly trained not only to operate this equipment efficiently but to have a deep understanding of the component materials and the final binder products being utilized. Cactus has also established blending and construction procedures that have led to Value Engineering opportunities that have revolutionized how agencies look at utilizing these highly modified and quality materials.

Cactus has developed a family of materials that have been utilized for many years in various pavement repair, maintenance and preservation applications. These materials and systems are recommended to be utilized based on a number of variables, particularly and most importantly existing pavement condition.

All materials are highly modified with tire rubber and SBS polymer, and have been specifically formulated and custom blended for specific use in all aspects of pavement rehabilitation focusing on best practice criteria.

- Crack Seal Material
- Scrub Seal Material
- Trackless Tack
- Low Volume Fractured Aggregate Surface Treatment (SAM and SAMI)
- High Volume Fractured Aggregate Surface Treatment (SAM and SAMI)
- Modified Cape Seal
- Durable Hot Mix Overlay

Each of these uses can be applied to parking lot and street applications and each has proven to extend the life of deteriorated pavements which result in life cycle cost benefit while recycling scrap tires from Arizona landfills. We consider this a benefit to Pinal County as their pavement preservation program will be on the forefront of new materials and services provided by Cactus, a leader in the pavement preservation industry.

3.0.2

QUESTION: Describe the Contractor's management and organizational abilities.

RESPONSE:

Cactus Asphalt is a division of Cactus Transport Inc. The company has three entities each overseen by a managing partner. Bryan Glazer oversees the estimating and sales division. Reporting to him is Jeff Abram (Senior Estimator) and Jeff Smith (Project Manager) as well as other individuals involved in sales for the private and non-government agencies. Jason Hoffman oversees the transport division. Cactus's transportation is the largest asphalt liquid hauler in the southwest and has two rubber blending units that can blend custom Asphalt Rubber along with Chip Seal Binder. James Gallegos oversees the operations division of Cactus. This division is split into four sub-categories depending on the work involved. Oscar Gonzales is the division manager of the paving, grading and concrete division. Kyle Gooding is the division manager of the crack seal and seal coat division. Scott McMorine is the division manager of the Chip Seal and Fog Seal Division. Dave

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Troyanek is the division manager of the traffic control and striping division. Additionally, Sherry Gillespie is the safety officer who makes sure Cactus is compliant and safe on all projects. She assists all three managing partners in day-to-day safety and corporate safety issues. All divisions and employees work hand-in-hand to ensure success in all endeavors no matter how small or large the project is.

3.0.3

QUESTION: List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor.

RESPONSE:

194430 Class A General Engineering held by Contractor

3.0.4

QUESTION: Provide project information where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work. The County may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current County work, and the amount of previous work recently performed for the County as part of the selection process.

RESPONSE:

Cactus currently provides construction services similar to those listed in Section 2 of the Statement of work for nine JOCs, including a JOC for Pavement Preservation and Repair Services with Pinal County. Cactus has worked with Pinal County for over eight years providing paving, chip seal, crack seal, fog seal and scrub seal, and has dedicated resources available to meet the requirements and expectations of this JOC, including 50+ employees representing eight crews. JOAs completed by Cactus for Pinal County and other JOCs include:

Pinal County JOA List

Project Title - Pinal County Fall 2016 Chip Seal
Dollar Amount - \$923,521.00
Project Scope - Chip Seal, Fog Seal and Striping

Project Title - Pinal County Crack Seal FY 16-17 County Wide
Dollar Amount - \$359,236.00
Project Scope - Crack Seal and Crack Mastic.

Project Title - Pinal County Crack Seal FY 17-18
Dollar Amount \$154,920.00
Project Scope - Crack Seal

Project Title - Pinal County Spring 2018 Chip Seal
Dollar Amount - \$555,079.00
Project Scope - Chip Seal, Fog Seal and Striping

Project Title - Pinal County Fog Seal FY 17-18
Dollar Amount - \$484,039.00
Project Scope - Fog Seal and Striping
Project Title - Pinal County Chip Seal; FY 17-18
Dollar Amount - \$673,845.00

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Project Scope - Chip Seal, Fog Seal and Striping

Project Title - Pinal County San Manuel Airport TRMSS

Dollar Amount - \$11,698.00

Project Scope - Fog Seal and Striping

Project Title - Pinal County ARDP Chip Seal FY 15-16

Dollar Amount - \$525,318.00

Project Scope - Chip Seal and Fog Seal

Project Title - Pinal County Crack Seal FY 15-16

Dollar Amount - \$316,104.00

Project Scope - Crack Seal

Project Title - Pinal County Pavement Preservation FY 15-16

Dollar Amount - \$1,293,020.00

Project Scope - Chip Seal, Fog Seal and Striping

Project Title - Pinal County PASS Fog Seal FY 15-16

Dollar Amount - \$61,536.00

Project Scope - Fog Seal

Project Title - Pinal County Ironwood Road Pot Hole Patching and Crack Sealing - 2015

Dollar Amount - \$223,781.00

Project Scope - AC Patching and Crack Sealing

Project Title - Pinal County Ironwood Fog Seal - 2015

Dollar Amount - \$116,660.00

Project Scope - PASS Fog Seal

Project Title - Pinal County Spring Chip and Fog Seal FY 2014

Dollar Amount - \$496,710.00

Project Scope - Chip Seal, Fog Seal and Striping

Project Title - Pinal County Fog Seal FY 15-16

Dollar Amount - \$100,116.00

Project Scope - Fog Seal

Project Title - Pinal County Pavement Preservation Spring FY 15

Dollar Amount - \$58,125.00

Project Scope - Scrub Seal

Project Title - Pinal County Pavement Preservation FY 14-15

Dollar Amount - \$474,204.00

Project Scope - Chip Seal, Fog Seal and Striping

Project Title - Pinal County Pavement Preservation FY 13-14

Dollar Amount - \$317,635.00

Project Scope - Chip Seal and Fog Seal

Project Title - Pinal County Pavement Preservation FY 12-13

Dollar Amount - \$362,665.00

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Project Scope - Chip Seal and Fog Seal

Project Title - Pinal County Pavement Preservation 2014

Dollar Amount - \$605,120.00

Project Scope - Chip Seal, Fog Seal and Striping

Additional JOCs under contract with Cactus include:

MCDOT JOA List

Project Title - Maricopa County - Anthem Unit 21-B

Dollar Amount - \$34,460.00

Project Scope - Mastic Crack Fill

Project Title - Maricopa County - Green "T" Intersection

Dollar Amount - \$163,864.00

Project Scope - Demo, Grading, Concrete, Paving, Striping and Landscaping

Project Title - Maricopa County - 99th Avenue Channel

Dollar Amount - \$525,235.00

Project Scope - Pulverization, Grading, Shot-Crete

Project Title - Maricopa County - 253rd Avenue and Rockaway Hills

Dollar Amount - \$33,497.00

Project Scope - Earthwork

Project Title - Maricopa County - Litchfield Railroad Crossing

Dollar Amount - \$61,870.00

Project Scope - Milling, Grading and Paving

Project Title - Maricopa County - Northwest Maintenance Yard Driveway

Dollar Amount - \$130,986.00

Project Scope - Milling, Grading, Paving and Concrete

Project Title - Maricopa County - Cross River Unit 8

Dollar Amount - \$245,403.00

Project Scope - Milling, Paving, Utility Adjustments and Survey Markers

Project Title - Maricopa County - 126th Drive and Cercado Lane

Dollar Amount - \$30,444.00

Project Scope - Asphalt Patching and Utility Adjustments

Project Title - Maricopa County - 10th Street Reconstruction

Dollar Amount - \$449,314.00

Project Scope - Earthwork, Clear & Grub, Grading, Paving, Milling, Concrete Structures, Seeding and Waterline

Project Title - Maricopa County - Patton Road and Alma School Road Hot in Place Recycle

Dollar Amount - \$1,407,171.00

Project Scope - Milling, Hot in Place Recycling, Paving, Striping, Utility Adjustments and Traffic Loops

Project Title - Maricopa County - 165th Avenue

Dollar Amount - \$136,681.00

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Project Scope - Earthwork, Paving, Concrete, Drainage Ditch and Dust Palliative

Project Title - Maricopa County - Indian School Road & 191st Avenue

Dollar Amount - \$20,120.00

Project Scope - Earthwork

Project Title - Maricopa County - Avondale Blvd. & Jackrabbit Trail Overlay

Dollar Amount - \$626,196.00

Project Scope - Milling, Grading, Paving and Striping

Project Title - Maricopa County - Recker Road and San Tan Road Overlay

Dollar Amount - \$781,358.00

Project Scope - Milling, Grading Paving and Striping

Project Title - Maricopa County - Peoria Avenue & 107th Avenue

Dollar Amount - \$23,882.00

Project Scope - Concrete, Signage and Striping

Project Title - Maricopa County - PM-10 Rainbow Valley Improvements

Dollar Amount - \$558,572.00

Project Scope - Excavation, Grading, Tree Removal, Paving Fencing, Landscaping, Signage and Concrete

Project Title - Maricopa County - Southwest PM-10 Project

Dollar Amount - \$554,395.00

Project Scope - Excavation, Grading, Tree Removal, Paving, Fencing, Landscaping, Signage and Concrete

Project Title - Maricopa County - 51st Avenue and Estrella Shoulder Build -up

Dollar Amount - \$35,100.00

Project Scope - Earthwork

Mohave County JOA List

Project Title - Mohave County PMAR FAST Spring Chip Seal 2018

Dollar Amount - \$501,354.00

Project Scope - Chip Seal and Fog Seal

Project Title - Mohave County MC-250 Chip Seal 2017

Dollar Amount - \$226,432.00

Project Scope - Chip Seal

Project Title - Mohave County PMAR FAST Pierce Ferry Road Chip Seal 2015

Dollar Amount - \$477,620.00

Project Scope - Chip Seal

Project Title - Mohave County PMAR FAST Chip Seal Mohave Valley 2016

Dollar Amount - \$551,794.00

Project Scope - Chip Seal and Fog Seal

City of Sedona JOA List

Project Title - City of Sedona Chapel Hill Crack Seal

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Dollar Amount - \$44,433.00

Project Scope - Crack Seal

Project Title - City of Sedona - Posse Grounds Park, Parking Lot

Dollar Amount - \$16,807.00

Project Scope - Crack Seal, Fog Seal and Striping

Job Title - City of Sedona - Fall 2017/Spring 2018 Work

Dollar Amount - \$719,785.00

Title - Milling, Paving, Patching, Grading, Fog Seal, Crack Seal, Striping and Chip Seal

Project Title - City of Sedona - Spring 2017 Work

Dollar Amount - \$821,297.00

Project Scope - Milling, Grading, Paving, Patching, Fog Seal, Crack Seal, Chip Seal and Striping

Project Title - City of Sedona - Sunset Drive and Mountain Shadows Drive Paving

Dollar Amount - \$523,869.00

Project Scope - Milling, Crack Sealing, SAMI, Paving, Grading, and Striping

Project Title - City of Sedona - Jordan Road Overlay

Dollar Amount - \$223,762.00

Project Scope - Milling, Paving, Utility Adjustments and Striping

Project Title - City of Sedona - Jordan Road Sidewalk Construction

Dollar Amount - \$134,520.00

Project Scope - Demolition, Grading, Paving, Concrete and Landscaping

Project Title - City of Sedona - Palisades Overlay

Dollar Amount - \$263,256.00

Project Scope - Milling, Paving, Utility Adjustments and Striping

Project Title - City of Sedona - Fog Seal and Crack Seal Spring 2016

Dollar Amount - \$56,278.00

Project Scope - Fog Seal and Crack Seal

Project Title - City of Sedona - Seal Coat Spring 2018

Dollar Amount - \$103,752.00

Project Scope - Seal Coat

Project Title - City of Sedona - Chapel Hill Modified Seal Coat 2018

Dollar Amount - \$211,252.00

Project Scope - Modified Seal Coat

Project Title - City of Sedona - Waste Water Treatment Plant Crack Seal

Dollar Amount - \$21,337.00

Project Scope - Crack Seal

City of Phoenix JOA List

Project Title - City of Phoenix - Spring 2018 Job Order 1

Dollar Amount - \$853,645.00

Project Scope - Crack Seal, Patching, Fog Seal, Chip Seal, Slurry Seal, Utility Adjustments and Grading

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City of Glendale JOA List

Project Title – 2017/2018 City of Glendale Crack Seal

Dollar Amount - \$1,023,670.00

Project Scope – Crack Sealing, and Crack Mastic Applications (First Year of 5 year renewable contract, just renewed for 2018/2019)

City of Goodyear JOA List

Project Title – FAST High Volume Spring 2018

Dollar Amount - \$569,688.00

Project Scope – Double Layer FAST PMAR Chip Seal, Striping (First JOA of 5 year renewable contract)

City of Casa Grande JOA List

Project Title – Main Ave Cap Seal

Dollar Amount - \$125,843.00

Project Scope – FAST PMAR for the city of Casa Grande (Part of 3 year renewable contract)

Project Title – FY 2018 PMAR Chip Seal

Dollar Amount - \$758,144.00

Project Scope – Neighborhood and Down Town Casa Grande PMAR Chip Seal, Striping, Traffic Control (Part of 3 year renewable contract)

City of Chandler JOA List

Project Title – TRMSS 2016

Dollar Amount - \$1,117,809.00

Project Scope – TRMSS Fog Seal various locations throughout Chandler AZ

Project Title – TRMSS 2017

Dollar Amount - \$827,208.00

Project Scope – TRMSS Fog Seal various locations throughout Chandler AZ

Project Title – TRMSS 2018

Dollar Amount - \$1,089,249.00

Project Scope – TRMSS Fog Seal various locations throughout Chandler AZ

City of Mesa JOA List

Project Title – Mesa Crack Seal 2016

Dollar Amount - \$969,300.00

Project Scope – Crack Sealing Services throughout Mesa AZ

Project Title – Mesa Crack Seal 2017

Dollar Amount - \$316,182.00

Project Scope – Crack Sealing Services throughout Mesa AZ

Project Title – Mesa FY 17/18 Fall Fog Seal

Dollar Amount - \$406,933.00

Project Scope – CQS-TR fog seal throughout Mesa AZ

Project Title – Mesa Spring 2017 Fog Seal

Dollar Amount - \$710,892.00

Project Scope – CQS-TR and TRMSS fog seal throughout Mesa AZ

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In addition to the multiple projects Cactus successfully completed for Pinal County with the previous Pavement Preservation and Repair Services JOC, we were also involved with various surrounding agencies who took advantage of cooperative purchasing agreements for asphalt maintenance and repairs. Projects ranged from simple asphalt patching work orders to large scale chip seal and paving projects. The agencies and total dollar value over the last three years are listed below:

Florence - \$1,065,763
Globe - \$1,005,193
Coolidge - \$55,817
Apache Junction - \$106,213
Wickenburg - \$218,569
Tolleson - \$78,971
Avondale - \$662,987
Glendale - \$598,093

QUESTION SET – Qualifications and Experience of Key Personnel

4.0.1

QUESTION: Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.

RESPONSE:

Jeff Smith – Project Manager/Single-Point-of-Contact

Jeff Smith will not only be your Single-Point-of-Contact, he will also be the Project Manager for the construction phase of the JOC. Jeff has been an industry professional for over 41 years specializing in pavement preservation system applications and construction management. Jeff has spent much of his career managing asphalt rubber technology transfer throughout the western United States and has consulted worldwide.

Jeff Abram – Senior Estimator

Jeff Abram will be the Senior Estimator who will coordinate pre-construction and estimating. Jeff has over 12 years of experience in the construction management industry. He is proficient in estimating and project supervision as well as accounting, finance, management, logistics, production, and manufacturing. He has been involved in projects including asphalt paving, chip sealing, crack sealing, fog sealing, Portland Cement Concrete Pavement, paving, bridge construction, pipe and box culvert installation, earthwork, mining, demolition, and all other aspects of the pavement maintenance and heavy civil construction industry.

Scott McMorine – Chip Seal and Fog Seal Division Manager

Scott McMorine will be the Chip Seal and Fog Seal Division Manager for this JOC. Scott has over 10 years of experience in the paving, chip seal, crack seal and fog seal industry, specializing in JOC work. As division manager, Scott will work with Jim Pulice and Oscar Gonzales on production, logistics and other tasks associated with the day-to-day operations. Scott has worked with multiple cities and counties throughout the state of Arizona on JOC and cooperative purchasing contracts as a Project Manager and Division Manager.

Kyle Gooding – Crack Seal and Seal Coat Division Manager

Kyle Gooding will be the Crack Seal and Seal Coat Division Manager for this JOC. Kyle has over 8 years of experience in the paving industry as a laborer, crack seal and seal coat foreman, and

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division manager. He currently supervises four crews on projects for municipalities, airports, private corporations, state/county agencies, schools, and management companies.

Oscar Gonzales – Field Operations Manager

Oscar Gonzales is the Field Operations Manager for Cactus Asphalt. Oscar has 21 years of experience in the construction industry working from laborer, operator, paving foreman, to division manager and now Operations Manager. He currently oversees the production and employees of all our crews in the field, monitoring budgets and material quantities and creating and maintaining processes and procedures for job set-ups.

4.0.2

QUESTION: Discuss key personnel and their perspective and experience on the partnering, quality control, project scheduling, claims, dispute resolution, changes in Scope of Work, construction safety, value engineering, balancing workloads and ways to reduce costs to the County.

RESPONSE:

Cactus has over 14 years of experience successfully procuring and completing various types of JOCs.

Cactus's key personnel team will be the following group of highly experienced people. Jeff Smith will be Project Manager and the Single-Point-of-Contact concerning JOAs associated with this JOC. Jeff has 41 years of experience concerning all aspects of Pavement Preservation Applications and Services. Scott McMorine – Chip Seal and Fog Seal Division Manager (10 years of experience), Jeff Abram - Senior Estimator (12 years of experience), Kyle Gooding - Crack Seal and Seal Coat Division Manager (8 years of experience) and Oscar Gonzales – Field Operations Manager (21 years of experience) will round out the Cactus personnel that will be assigned to Pinal County JOAs. As a team, these individuals will draw from over 90 years of pavement preservation rehabilitation and maintenance services to partner with Pinal County. The following is the perspective and experience of our group and how we will collectively focus on:

Partnering - is the primary advantage of the JOC delivery method. The Cactus team considers partnering a very important aspect concerning our future relationship with Pinal County. Through our experience, partnering and value engineering will take place in every aspect of project delivery from pre-construction through project closeout. Every item of work in a JOA should be discussed and an approach agreed upon during pre-construction meetings. As variables arise during construction, the partnering process is even more important as Cactus and Pinal County work to construct projects in a timely manner and at a very high level of quality.

Quality Control - is key to state of the art construction practice, superior materials application and project longevity. As partners, Pinal County and Cactus will confirm through pre-testing and product certification the quality of all materials that have been specified for use on a specific JOA. Construction practice along with sampling and testing protocol will be identified through partnering meetings and utilized as a starting point for JOA implementation. JOA variables will be handled in the field or escalated through proper channels established in the pre-construction meeting.

Project Scheduling - is very important regarding timely JOA completion. As with past JOCs that Cactus has had with Pinal County, we will strive to have pre-construction meetings early in the spring to determine the scope of the JOA(s) that have been assigned to Cactus. Projects concerning these JOAs will be scheduled immediately to confirm dates of construction, time frame of the JOA and to

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procure materials supply when needed. At all times, JOAs awarded to Cactus will receive high priority concerning scheduling taking fiscal year end into consideration.

Claims - are always a concern, however Cactus will strive to avoid them. This is done through good communication and meeting the expectations of Pinal County on every JOA. Of course variables do occur, and depending on the scope of work could require a change in plan. As partners, Pinal County and Cactus should be able to work out individual project variables to the satisfaction of each entity, avoiding claims and additional cost to the County. Over the past eight years, Cactus has never had a claim on a Pinal County JOC JOA.

Dispute Resolution - goes hand in hand with the issue of claims. It is critical in a partnering atmosphere that each partner be willing to recognize variables either before or after construction begins and to negotiate a "means to an end". We believe that this will help to avoid a high percentage of potential disputes that could arise on a JOA. If a dispute were to arise, there needs to be a dispute resolution ladder in place, which is normally formulated at the pre-construction meeting. With the proper resolution channels in place, we can move to get issues settled quickly so as not to negatively affect the production schedule of the project. Over the past eight years working with Pinal County on previous JOCs, Pinal County and Cactus have been able to solve issues immediately in the field and have avoided project down time.

Balancing Workloads - is critical to successfully complete JOA work at the appropriate time and on budget. Cactus is a highly diversified company with multiple crews that perform various types of work from crack sealing to hot mix overlay and concrete. Our crews are made up of highly qualified individuals that have been cross trained to work in all aspects of our pavement preservation and construction disciplines. Over the past eight years working with Pinal County on previous JOAs, Cactus has been able to schedule all required work including additional work that needed to be done quickly due to fiscal year end issues.

Ways to Reduce Cost - are always paramount in a JOC. Of course Value Engineering is the primary way to evaluate construction procedure choice and what makes sense for Pinal County on specific JOAs. Concerning JOAs with set specifications, streamlining procedures and timeframe of construction will certainly reduce cost. As we look at cost savings, it is important to confirm where these savings can be realized and that Pinal County and Cactus can work together to minimize cost wherever possible.

4.0.3

QUESTION: Provide project information for up to 5 key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work.

RESPONSE:

Jeff Smith – Project Manager
Pinal County Fall 2016 Chip Seal
Pinal County Crack Seal FY 16-17 County Wide
Pinal County Crack Seal FY 17-18
Pinal County Spring 2018 Chip Seal
Pinal County Fog Seal FY 17-18
Pinal County Chip Seal FY 17-18
Pinal County San Manuel Airport TRMSS
Pinal County ARDP Chip Seal FY 15-16
Pinal County Crack Seal FY 15-16

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Pinal County Pavement Preservation FY 15-16
Pinal County PASS Fog Seal - 2015
Pinal County Ironwood Road Pot Hole Patching and Crack Sealing – 2015
Pinal County Ironwood Fog Seal – 2015
Pinal County Fog Seal FY 15-16
Pinal County Pavement Preservation Spring FY 15
Mohave County PMAR FAST Spring Chip Seal 2018
Mohave County MC-250 Chip Seal 2017
Mohave County PMAR FAST Pierce Ferry Road Chip Seal 2015
Mohave County PMAR FAST Chip Seal Mohave Valley 2016
City of Sedona Chapel Hill Crack Seal
City of Sedona – Posse Grounds Park, Parking Lot
City of Sedona – Fall 2017/Spring 2018 Work
City of Sedona – Spring 2017 Work
City of Sedona – Sunset Drive and Mountain Shadows Drive Paving
City of Sedona – Jordan Road Overlay
City of Sedona – Jordan Road Sidewalk Construction
City of Sedona – Palisades Overlay
City of Sedona – Fog Seal and Crack Seal Spring 2016
City of Sedona – Seal Coat Spring 2018
City of Sedona – Chapel Hill Modified Seal Coat 2018
City of Sedona – Waste Water Treatment Plant Crack Seal
City of Phoenix – Spring 2018 Job Order 1
Reference 3.0.4 for project information

Jeff Abram – Senior Estimator
Pinal County Fall 2016 Chip Seal
Pinal County Crack Seal FY 16-17 County Wide
Pinal County Crack Seal FY 17-18
Pinal County Spring 2018 Chip Seal
Pinal County Fog Seal FY 17-18
Pinal County Chip Seal FY 17-18
Pinal County San Manuel Airport TRMSS
Pinal County ARDP Chip Seal FY 15-16
Pinal County Crack Seal FY 15-16
Pinal County Pavement Preservation FY 15-16
Pinal County PASS Fog Seal - 2015
Pinal County Ironwood Road Pot Hole Patching and Crack Sealing – 2015
Pinal County Ironwood Fog Seal – 2015
Pinal County Fog Seal FY 15-16
Pinal County Pavement Preservation Spring FY 15
Maricopa County – Anthem Unit 21-B
Maricopa County – Green “T” Intersection
Maricopa County – 99th Avenue Channel
Maricopa County – 253rd Avenue and Rockaway Hills
Maricopa County – Litchfield Railroad Crossing
Maricopa County – Northwest Maintenance Yard Driveway
Maricopa County – Cross River Unit 8
Maricopa County – 126th Drive and Cercado Lane
Maricopa County – 10th Street Reconstruction
Maricopa County – Patton Road and Alma School Road Hot in Place Recycle
Maricopa County – 165th Avenue

IFB 175923 – Asphalt Maintenance & Repair Services

Maricopa County – Indian School Road and 191st Avenue
Maricopa County – Avondale Blvd. & Jackrabbit Trail Overlay
Maricopa County – Recker Road and San Tan Road Overlay
Mohave County PMAR FAST Spring Chip Seal 2018
Mohave County MC-250 Chip Seal 2017
Mohave County PMAR FAST Pierce Ferry Road Chip Seal 2015
Mohave County PMAR FAST Chip Seal Mohave Valley 2016
City of Sedona Chapel Hill Crack Seal
City of Sedona – Posse Grounds Park, Parking Lot
City of Sedona – Fall 2017/Spring 2018 Work
City of Sedona – Spring 2017 Work
City of Sedona – Sunset Drive and Mountain Shadows Drive Paving
City of Sedona – Jordan Road Overlay
City of Sedona – Jordan Road Sidewalk Construction
City of Sedona – Palisades Overlay
City of Sedona – Fog Seal and Crack Seal Spring 2016
City of Sedona – Seal Coat Spring 2018
City of Sedona – Chapel Hill Modified Seal Coat 2018
City of Sedona – Waste Water Treatment Plant Crack Seal
City of Phoenix – Spring 2018 Job Order 1
City of Glendale – 2017/2018 Crack Seal
City of Goodyear – FAST High Volume Spring 2018
City of Casa Grande – Main Avenue Cap Seal
City of Casa Grande – FY 2018 PMAR Chip Seal
City of Chandler – TRMSS 2016
City of Chandler – TRMSS 2017
City of Chandler – TRMSS 2018
City of Mesa – Crack Seal 2016
City of Mesa – Crack Seal 2017
City of Mesa – FY 17/18 Fall Fog Seal
City of Mesa – Spring 2017 Fog Seal
Reference 3.0.4 for project information

Scott McMorine – Chip Seal and Fog Seal Division Manager
Pinal County Spring 2018 Chip Seal
Pinal County Fog Seal FY 17-18
Pinal County Chip Seal FY 17-18
Mohave County PMAR FAST Spring Chip Seal 2018
City of Sedona – Fall 2017/Spring 2018 Work
City of Phoenix – Spring 2018 Job Order 1
City of Goodyear – FAST High Volume Spring 2018
City of Casa Grande – Main Avenue Cap Seal
City of Casa Grande – FY 2018 PMAR Chip Seal
City of Chandler – TRMSS 2018
Reference 3.0.4 for project information

Kyle Gooding – Crack Seal and Seal Coat Division Manager
Pinal County Crack Seal FY 16-17 County Wide
Pinal County Crack Seal FY 17-18
Pinal County San Manuel Airport TRMSS
Pinal County Crack Seal FY 15-16
Maricopa County – Anthem Unit 21-B

IFB 175923 – Asphalt Maintenance & Repair Services

City of Sedona Chapel Hill Crack Seal
City of Sedona – Posse Grounds Park, Parking Lot
City of Sedona – Fall 2017/Spring 2018 Work
City of Sedona – Spring 2017 Work
City of Sedona – Fog Seal and Crack Seal Spring 2016
City of Sedona – Seal Coat Spring 2018
City of Sedona – Chapel Hill Modified Seal Coat 2018
City of Sedona – Waste Water Treatment Plant Crack Seal
City of Phoenix – Spring 2018 Job Order 1
City of Glendale – 2017/2018 Crack Seal
City of Chandler – TRMSS 2016
City of Chandler – TRMSS 2017
City of Mesa – Crack Seal 2016
City of Mesa – Crack Seal 2017
City of Mesa – FY 17/18 Fall Fog Seal
City of Mesa – Spring 2017 Fog Seal
Reference 3.0.4 for project information

Oscar Gonzales – Field Operations Manager
Pinal County Ironwood Road Pot Hole Patching and Crack Sealing – 2015
Maricopa County – Green “T” Intersection
Maricopa County – 99th Avenue Channel
Maricopa County – 253rd Avenue and Rockaway Hills
Maricopa County – Litchfield Railroad Crossing
Maricopa County – Northwest Maintenance Yard Driveway
Maricopa County – Cross River Unit 8
Maricopa County – 126th Drive and Cercado Lane
Maricopa County – 10th Street Reconstruction
Maricopa County – Patton Road and Alma School Road Hot in Place Recycle
Maricopa County – 165th Avenue
Maricopa County – Indian School Road and 191st Avenue
Maricopa County – Avondale Blvd. & Jackrabbit Trail Overlay
Maricopa County – Recker Road and San Tan Road Overlay
City of Sedona – Fall 2017/Spring 2018 Work
City of Sedona – Spring 2017 Work
City of Sedona – Sunset Drive and Mountain Shadows Drive Paving
City of Sedona – Jordan Road Overlay
City of Sedona – Jordan Road Sidewalk Construction
City of Sedona – Palisades Overlay
City of Phoenix – Spring 2018 Job Order 1
Reference 3.0.4 for project information

This information (responder’s profile and responses to questions for IFB175923) has been captured and copied from the Bonfire portal spreadsheet, in its entirety, to this Word document as to not lose information in the conversion from an Excel document to a PDF or TIF format (for posting to the Pinal County website and for OnBase retention).

Cactus Asphalt

#	Item Description	Quantity Required	Unit of Measure	Unit Price
#1-1	Crack Sealing 1/4 To 1" Width	1	LBS	\$ 1.27
#1-2	Crack Routing	1	LBS	\$ 0.24
#1-3	Crack Vacuum	1	LBS	\$ 0.15
#1-4	Traffic Control - Crack Sealing	1	LBS	\$ 0.47
#2-1	Crack Seal 1" To 2" Utilizing Crack Mastic	1	LBS	\$ 3.55
#2-2	Traffic Control - Crack Mastic	1	LBS	\$ 1.03
#3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1	1	TON	\$ 325.00
#3-2	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1	1	TON	\$ 223.00
#3-3	Asphalt Emulsion Fog Seal TRMSS, < 50 TON	1	TON	\$ 589.00
#3-4	Asphalt Emulsion Fog Seal TRMSS, > 50 TON	1	TON	\$ 549.00
#3-5	Asphalt Emulsion Fog Seal PASS QB, < 50 TO	1	TON	\$ 447.00
#3-6	Asphalt Emulsion Fog Seal PASS QB, > 50 TO	1	TON	\$ 414.00
#3-7	Asphalt Emulsion Fog Seal CQS-TR, < 50 TON	1	TON	\$ 591.00
#3-8	Asphalt Emulsion Fog Seal CQS-TR, > 50 TON	1	TON	\$ 566.00
#3-9	Asphalt Emulsion Fog Seal CQS-LM, < 50 TON	1	TON	\$ 609.00
#3-10	Asphalt Emulsion Fog Seal CQS-LM, > 50 TON	1	TON	\$ 583.00
#3-11	Asphalt Emulsion Fog Seal TR-Fog, < 50 TON	1	TON	\$ 457.00
#3-12	Asphalt Emulsion Fog Seal TR-Fog, > 50 TON	1	TON	\$ 435.00
#3-13	Fog Seal Binder - Haul and Apply Services	1	TON	\$ 233.00
#3-14	Traffic Control - Fog Seal (Based on Binder TO	1	TON	\$ 138.00
#3-15	PMM Seal Coat	1	SY	\$ 0.60
#3-16	MTR Seal Coat	1	SY	\$ 0.33
#3-17	Seal Coat Binder - Haul and Apply Services	1	TON	\$ 569.00
#3-18	Traffic Control - Seal Coat (Based on Binder TC	1	TON	\$ 222.00
#4-1	Chip Seal Binder: AC15-5TR, < 100 TONS	1	TON	\$ 708.00
#4-2	Chip Seal Binder: AC15-5TR, > 100 TONS	1	TON	\$ 691.00
#4-3	Chip Seal Binder: MC-800 TR, < 100 TONS	1	TON	\$ 724.00
#4-4	Chip Seal Binder: MC-800 TR, > 100 TONS	1	TON	\$ 707.00
#4-5	Chip Seal Binder: Asphalt Rubber (PG 64-16, 1	1	TON	\$ 671.00
#4-6	Chip Seal Binder: Asphalt Rubber (PG 64-16, 1	1	TON	\$ 486.00
#4-7	Chip Seal Binder: Asphalt Rubber (PG 58-22, 1	1	TON	\$ 671.00
#4-8	Chip Seal Binder: Asphalt Rubber (PG 58-22, 1	1	TON	\$ 486.00
#4-9	Chip Seal Binder: RAB (Rubberized Asphalt Bir	1	TON	\$ 739.00
#4-10	Chip Seal Binder: RAB (Rubberized Asphalt Bir	1	TON	\$ 554.00
#4-11	Chip Seal Binder: Polymer Modified Asphalt Ru	1	TON	\$ 761.00
#4-12	Chip Seal Binder: Polymer Modified Asphalt Ru	1	TON	\$ 576.00
#4-13	Chip Seal Binder: Polymer Modified Asphalt Ru	1	TON	\$ 761.00
#4-14	Chip Seal Binder: Polymer Modified Asphalt Ru	1	TON	\$ 576.00
#4-15	Chip Seal Binder: CRS-TR, < 100 TONS	1	TON	\$ 579.00
#4-16	Chip Seal Binder: CRS-TR, > 100 TONS	1	TON	\$ 566.00
#4-17	Chip Seal Binder: CRS-2P, < 100 TONS	1	TON	\$ 513.00
#4-18	Chip Seal Binder: CRS-2P, > 100 TONS	1	TON	\$ 500.00
#4-19	Chip Seal Binder - Haul & Apply Services	1	TON	\$ 102.00
#4-20	Scrub Seal Binder: Rubberized Asphalt Scrub	1	TON	\$ 810.00
#4-21	Scrub Seal Binder: Rubberized Asphalt Scrub	1	TON	\$ 626.00
#4-22	Scrub Seal Binder - Haul & Apply Services	1	TON	\$ 269.00

#4-23	Chip Seal Aggregate - HVT Pre-Coated	1	TON	\$ 103.00
#4-24	Chip Seal Aggregate - LVT Pre-Coated	1	TON	\$ 103.00
#4-25	Chip Seal Aggregate - HVT Non-Coated	1	TON	\$ 83.50
#4-26	Chip Seal Aggregate - LVT Non-Coated	1	TON	\$ 83.50
#4-27	Scrub Seal Aggregate	1	TON	\$ 168.00
#4-28	Traffic Control - Chip and Scrub Seal (Based on	1	TON	\$ 40.00
#4-29	Chip Seal Binder: PASS CR, <100 Tons	1	TON	\$ 718.00
#4-30	Chip Seal Binder: PASS CR, >100 Tons	1	TON	\$ 702.00
#5-1	Micro Surface Binder: LMCQSTR-MS, < 100 T	1	TON	#####
#5-2	Micro Surface Binder: LMCQSTR-MS, > 100 T	1	TON	#####
#5-3	Micro Surface Binder: MSE (MAG Spec.), < 10	1	TON	#####
#5-4	Micro Surface Binder: MSE (MAG Spec.), > 10	1	TON	\$ 958.00
#5-5	Micro Surface Binder: CQSLM, < 100 TONS	1	TON	#####
#5-6	Micro Surface Binder: CQSLM, > 100 TONS	1	TON	\$ 958.00
#5-7	Micro Surface Binder: CQSPM, < 100 TONS	1	TON	#####
#5-8	Micro Surface Binder: CQSPM, > 100 TONS	1	TON	#####
#5-9	Micro Surface Binder: CQSLM TR, < 100 TON	1	TON	#####
#5-10	Micro Surface Binder: CQSLM TR, > 100 TON	1	TON	#####
#5-11	Slurry Seal Binder: LMCQSTR, < 100 TONS	1	TON	#####
#5-12	Slurry Seal Binder: LMCQSTR, > 100 TONS	1	TON	#####
#5-13	Slurry Seal Binder: LMCQS, < 100 TONS	1	TON	\$ 981.00
#5-14	Slurry Seal Binder: LMCQS, > 100 TONS	1	TON	\$ 843.00
#5-15	Slurry Seal Binder: PMCQS (Solid Polymer SB	1	TON	#####
#5-16	Slurry Seal Binder: PMCQS (Solid Polymer SB	1	TON	\$ 883.00
#5-17	Slurry Seal Binder: PMQS h, < 100 TONS	1	TON	
#5-18	Slurry Seal Binder: PMQS h, > 100 TONS	1	TON	
#5-19	Slurry Seal Binder: CQS, < 100 TONS	1	TON	\$ 863.00
#5-20	Slurry Seal Binder: CQS, > 100 TONS	1	TON	\$ 790.00
#5-21	Slurry Seal Binder: CQSLM, < 100 TONS	1	TON	\$ 982.00
#5-22	Slurry Seal Binder: CQSLM, > 100 TONS	1	TON	\$ 843.00
#5-23	Slurry Seal Binder: CQS TR, < 100 TONS	1	TON	#####
#5-24	Slurry Seal Binder: CQS TR, > 100 TONS	1	TON	\$ 941.00
#5-25	Slurry Seal Binder: CQSLM TR, < 100 TONS	1	TON	#####
#5-26	Slurry Seal Binder: CQSLM TR, > 100 TONS	1	TON	#####
#5-27	Slurry Seal Aggregate (Type I) Residential	1	TON	\$ 219.00
#5-28	Slurry Seal Aggregate (Type II) Residential	1	TON	\$ 122.00
#5-29	Slurry Seal Aggregate (Type II) Arterial	1	TON	\$ 124.00
#5-30	Slurry Seal Aggregate (Type III) Residential	1	TON	\$ 120.00
#5-31	Slurry Seal Aggregate (Type III) Arterial	1	TON	\$ 123.00
#5-32	Micro Surfacing Aggregate (Type II)	1	TON	\$ 154.00
#5-33	Micro Surfacing Aggregate (Type III)	1	TON	\$ 124.00
#5-34	Slurry Seal & Micro Seal Fiber Additive	1	LBS	\$ 8.00
#5-35	Traffic Control - Slurry and Micro Seal (Based on	1	TON	\$ 141.00
#6-1	Asphalt Concrete Pavement (Marshall 1/2" Mix	1	TON	\$ 123.75
#6-2	Asphalt Concrete Pavement (Marshall 1/2" Mix	1	TON	\$ 89.10
#6-3	Asphalt Concrete Pavement (Marshall 1/2" Mix	1	TON	\$ 123.75
#6-4	Asphalt Concrete Pavement (Marshall 1/2" Mix	1	TON	\$ 89.10
#6-5	Asphalt Concrete Pavement (Marshall 3/4" Mix	1	TON	\$ 123.75
#6-6	Asphalt Concrete Pavement (Marshall 3/4" Mix	1	TON	\$ 89.10

#6-7	Asphalt Concrete Pavement (Marshall 3/4" Mix	1	TON	\$ 123.75
#6-8	Asphalt Concrete Pavement (Marshall 3/4" Mix	1	TON	\$ 89.10
#6-9	Asphalt Concrete Pavement (Superpave 1/2" M	1	TON	\$ 123.75
#6-10	Asphalt Concrete Pavement (Superpave 1/2" M	1	TON	\$ 89.10
#6-11	Asphalt Concrete Pavement (Superpave 3/4" M	1	TON	\$ 123.75
#6-12	Asphalt Concrete Pavement (Superpave 3/4" M	1	TON	\$ 89.10
#6-13	Asphalt-Rubber Concrete Pavement, < 500 TO	1	TON	\$ 158.50
#6-14	Asphalt-Rubber Concrete Pavement, > 500 TO	1	TON	\$ 122.50
#6-15	Bituminous Tack Coat (CSS-1H, Diluted)	1	TON	\$ 686.00
#6-16	Asphaltic Concrete Patching (Remove And Rep	1	TON	\$ 275.00
#6-17	Asphaltic Concrete Patching (Pothole Patching	1	TON	#####
#6-18	Recondition Shoulder	1	SY	\$ 2.00
#6-19	Shoulder Build-Up Material	1	TON	\$ 28.00
#6-20	Saw Cut Asphaltic Concrete Pavement (Per Inc	1	LF	\$ 0.35
#6-21	Asphaltic Concrete Pavement Milling (Edge Mil	1	SY	\$ 1.99
#6-22	Asphalt Profiling (Micro Milling 1 to 2,000 SY)	1	SY	\$ 6.40
#6-23	Asphalt Profiling (Micro Milling 2,001 to 4,000)	1	SY	\$ 4.21
#6-24	Asphalt Profiling (Micro Milling 4,001 to 16,000)	1	SY	\$ 2.89
#6-25	Asphalt Profiling (Micro Milling 16,001 to 32,000)	1	SY	\$ 2.20
#6-26	Asphalt Profiling (Micro Milling 32,001 to 64,000)	1	SY	\$ 2.02
#7-1	Remove Thermoplastic Stripe	1	LF	\$ 0.63
#7-2	Remove Thermoplastic Symbol Or Legend	1	EA	\$ 79.00
#7-3	Remove Raised Pavement Marker	1	EA	\$ 2.35
#7-4	15 MIL (4") White Traffic Paint Stripe	1	LF	\$ 0.16
#7-5	15 MIL (4") Yellow Traffic Paint Stripe	1	LF	\$ 0.16
#7-6	Paint Symbol Arrow	1	EA	\$ 79.00
#7-7	Paint Symbol (RR Crossing)	1	EA	\$ 150.00
#7-8	Paint Symbol (Bike Lane Marking Set)	1	EA	\$ 103.00
#7-9	Paint Legend "Only"	1	EA	\$ 79.00
#7-10	60 MIL (4") White Thermoplastic Traffic Stripe	1	LF	\$ 0.38
#7-11	60 MIL (4") Yellow Thermoplastic Traffic Stripe	1	LF	\$ 0.38
#7-12	Transverse Thermoplastic 4" Equivalent	1	LF	\$ 0.65
#7-13	Thermoplastic Pavement Arrow 90 MIL	1	EA	\$ 158.00
#7-14	Thermoplastic Symbol, RR Crossing 90 MIL	1	EA	\$ 307.00
#7-15	Thermoplastic Legend "Only" 90 MIL	1	EA	\$ 189.00
#7-16	25 MIL (4") White Dual Component Pavement I	1	LF	\$ 0.41
#7-17	25 MIL (4") Yellow Dual Component Pavement	1	LF	\$ 0.41
#7-18	Transverse Dual Component Pavement Markin	1	EA	\$ 0.75
#7-19	Dual Component Pavement Marking Symbol (E	1	EA	\$ 354.00
#7-20	Dual Component Pavement Marking Legend (E	1	EA	\$ 354.00
#7-21	Pre-Formed Tape Striping (3M 270 Series) 4" E	1	LF	\$ 2.75
#7-22	Pre-Formed Symbol (3M 270 Series)	1	EA	\$ 275.00
#7-23	Pre-Formed Legend (3M 270 Series)	1	EA	\$ 307.00
#7-24	Reflectorized Raised Pavement Marker (Type I	1	EA	\$ 3.95
#7-25	Reflectorized Raised Pavement Marker (Type C	1	EA	\$ 3.95
#7-26	Reflectorized Riased Pavement Marker (Type I	1	EA	\$ 3.95
#7-27	Reflectorized Raised Pavement Marker (Type C	1	EA	\$ 3.95
#7-28	Chip Seal Marker, ADOT Std M-20	1	EA	\$ 2.15
#8-1	Adjust Round Frame & Cover To Grade, MAG I	1	EA	\$ 665.00

#8-2	Adjust Valve Box & Cover To Grade, MAG Det.	1	EA	\$ 641.00
#8-3	Adjust Valve Box & Cover To Grade, MAG Det.	1	EA	\$ 641.00
#8-4	Adjust Valve Box & Cover To Grader, MAG Det.	1	EA	\$ 641.00
#8-5	Adjust Manhole Frame & Cover To Grade, MAG Det.	1	EA	\$ 926.00
#9-1	Traffic Control (Not for Items No. 1-5)	1	LS	\$ -
#9-2	Message Board (Per Unit Per Day)	1	DY	\$ 75.00
#9-3	Uniformed Off-Duty Pinal County Sheriff Deputy	1	HR	\$ 45.00
#9-4	Flagging Services (Hours Vary By Job)	1	HR	\$ 35.00
#9-5	Pilot Car And Driver (Hours Vary By Job)	1	HR	\$ 65.00
#9-6	Document Existing Pavement Markings	1	LS	\$ -
#9-7	Miscellaneous Removals And Other Work	1	LS	\$ -
#9-8	Paved Surface Cleaning	1	MILE	#####
#9-9	Community Relations	1	LS	\$ -



To: TOWN OF FLORENCE	Contact: Dan Cisco
Address: PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone: 520-868-7621 Fax: 520-868-7637
Project Name: Florence Spring 2019 FAST	Bid Number:
Project Location: Various Streets, Florence, AZ	Bid Date: 1/30/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4-11	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer) <100 TN	48.00	TON	\$805.28	\$38,653.44
4-19	Chip Seal Binder - Haul & Apply Services	48.00	TON	\$102.00	\$4,896.00
4-23	Chip Seal Aggregate - HV Pre-Coated	270.00	TON	\$103.00	\$27,810.00
4-28	Traffic Control-Chip Seal (Based On Binder Ton)	48.00	TON	\$40.00	\$1,920.00
3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1 <50 TN	10.00	TON	\$359.02	\$3,590.20
3-13	Fog Seal Binder - Haul & Apply Services	10.00	TON	\$233.00	\$2,330.00
3-14	Traffic Control-FOG Sealing	10.00	TON	\$138.00	\$1,380.00
Bid Price Subtotal:					\$80,579.64
Pinal County, State And Florence 6.96%:					\$5,604.31
Total Bid Price:					\$86,183.95

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices valid for 60 days unless otherwise noted.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, As-Builts, Testing, Inspection, Graderwork, Landscape Areas, Weed Killer, Crack Routing, Crack-Sealing, Asphalt Patching, ABC or Landscape Materials, Vegetation Replacement, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Pricing Based off Pinal County JOC # 175923

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Cactus Asphalt</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeff Smith</p>
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TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.

Hunt HWY Improvement.

EXHIBIT 5

Micro Seal Type II
Area: 93,857 SY
Vendor: Regional Pavement



Hunt HWY

© 2015 Google

Google earth

Imagery Date: 12/20/2014

33°03'42.61"N 111°29'07.18" W elev 0 ft

Eye alt 9655 ft



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: **012-581-507**

Email Confirmation (\$5,000 or less)		Date Prepared:	3/1/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	SUSAN JONAS
Sealed Bid Title:	Formal Sealed Bid : <input type="checkbox"/>	Written Bid: <input type="checkbox"/>	Open Date:
			Close Date:

Item(s) (Include quality, Brand, Model & Color):
CIP T-69 PAVEMENT PRESERVATION - PMAR - CHIP SEAL - VARIOUS STREETS - SEE MAP

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	CACTUS ASPHALT (225)	Contact:	Jeff Abram				\$ -	USING PINAL COUNTY JOC ASPHALT MAINTENANCE & REPAIR SERVICES CONTRACT # 175923, EXPIRES 5/22/2019 WITH 4
	Address:	8211 W Sherman Street	Phone:	623-907-2800					
		Tolleson, AZ 85353	Fax:	623-907-2900					
	Quote #:	Florence Spring 2019 FAST	Email:	jsmith@cactusasphalt.com					
	Received:	1/30/2019	Date Notified of Decision:						
2	Name:		Contact:					\$ -	
	Address:		Phone:						
			Fax:						
	Quote #:		Email:						
	Received:		Date Notified of Decision:						
3	Name:		Contact:					\$ -	
	Address:		Phone:						
			Fax:						
	Quote #:		Email:						
	Received:		Date Notified of Decision:						

Attach additional page(s), if necessary.

Vendor Selected:
CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT INC

Justification (if not lowest bid):
PINAL COUNTY JOC ASPHALT MAINTENANCE & REPAIR SERVICES CONTRACT

Department Head Approval:		Date:	
Finance Director Approval:		Date:	
Town Manager Approval:		Date:	

Exhibits Attached:	Pinal County Contract & Pricing
	Cactus Asphalt Proposal 1/30/2019

If over \$24,999, must go to Town Council for approval.
 Attach this approved form to purchase request with written quotes, if applicable.

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF PINAL COUNTY SOLICITATION AND
CONTRACT NO 173923 FOR ASPHALT MAINTENANCE & REPAIR SERVICES.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 18th day of March, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Cactus Transportation dba Cactus Asphalt (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in Pinal County Solicitation and Contract No. 173923, to provide asphalt maintenance and repair services. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide polymer modified asphalt paving, per contract specifications described in the attached scope of materials and services set forth in **Exhibit "3"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "3"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract Pinal County Contract 173923 to provide JOC Asphalt Maintenance & Repair Services. Requirements Contract and Contract Amendment dated May 22, 2018) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "Pinal County", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.

4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - This signed Professional Services Contract
 - Executed Pinal County Solicitation and Contract No. 173923

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "3"** (Price Sheet), and shall not exceed **\$103,420.74 (Quote \$86,183.95 and a 20% Contingency \$17,236.79)**.

6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.

7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

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

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

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

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

 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration

and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

- G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "3"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.
9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and **Contractor: Cactus Asphalt, A Division of Cactus Transport, Inc., Jeff Abram, 8211 W. Sherman Street, Tolleson, AZ 85353.**
12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and

Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.
15. **GOVERNING LAW.** This Contract 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. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.
16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:


Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9d.
MEETING DATE: March 18, 2019 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, Director of Public Works /Town Engineer SUBJECT: Approval of re-entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services with a new term to expire on June 30, 2020; approval of Task Order 6 not to exceed \$109,500.00.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of re-entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services, with a new term to expire on June 30, 2020; approval of Task Order 6 not to exceed \$109,500.00.

BACKGROUND/DISCUSSION:

The Town’s need for professional services with EUSI, LLC, has changed dramatically since the initial Task 1 scope of work. Task 6 will cover 4 unique tasks;

- Legal and Technical Assistance with possible utility provider acquisition
- Wastewater permit renewal
- Operator of Record
- Legal and Technical Assistance with Dobson Ranch GSF Permitting and Development Agreement

Legal and Technical Assistance with possible utility provider acquisition

This item is a continuance of an item approved as part of Task 5 that will expire on June 30th of 2019. Please see the attached scope for a detailed description of the support services.

Waste water permit renewal

The Arizona Pollutant Discharge Elimination System (AZPDES) permit is required to be renewed every five years. EUSI, LLC will work as an extension of Town Staff to provide AZPDES wastewater permit renewal support services. EUSI will provide qualified staff to assist the Town in the completion of the documentation and application for the renewal of the existing permits at the north and south wastewater treatment plants. Part of this task to both assist staff and train staff in the permitting process. EUSI will also provide representation with the regulatory agencies, and representation at various and confidential meetings. Please see the attached scope for a detailed description of the support services.

Operator of Record

Due to the sophistication of the South Wastewater Treatment Plant, a Grade III Wastewater Treatment Operator license is required. Since the early 2000's the Town has used a mix of consultants as the operator of record. The Town currently has three Grade II Wastewater Treatment Operators. The plan is to have multiple Grade III Wastewater Treatment Operators during the 2019 calendar year. Please see the attached scope for a detailed description of the support services.

Legal and Technical Assistance with Dobson Ranch GSF Permitting and Development Agreement

EUSI, LLC will work as an extension of Town Staff to provide assistance associated with Dobson Ranch Development Agreement, Groundwater Savings Facility Permitting, and Well and Utility related issues, (DR). Please see the attached scope for a detailed description of the support services.

A VOTE OF NO WOULD MEAN:

The Town would not have the staffing levels or unique expertise to evaluate and inform Administration on a utility provide acquisition. The AZPDES permit is an arduous and lengthy process. Once trained staff is hoping to complete future applications without assistance but would prefer assistance on the first renewal attempt. The Town would continue without the required Grade III Wastewater Operator and face sanctions or a poor standing with ADEQ. The Town would not have the staffing levels or unique expertise to evaluate and inform Administration on a Groundwater Storage Facility located within Dobson Ranch.

A VOTE OF YES WOULD MEAN:

Additional key resources related to the water and wastewater would be available for the Town for individual task by task basis.

FINANCIAL IMPACT:

\$109,500.00 Task No. 6, March 18, 2019 through June 30, 2020

ATTACHMENTS:

EXHIBIT 1 - Scope of Work – Johnson Utilities

EXHIBIT 2 - Scope of Work – Dobson Ranch Legal Assistance GSF Permitting and Development Agreement

EXHIBIT 3 - Scope of Work – Wastewater Permit Renewal Support Services

EXHIBIT 4 - Scope of Work – Operator of Record Services

EXHIBIT 5 - City of Globe Contract GS-2017-0031

EXHIBIT 6 - Town of Florence Professional Services Agreement – EUSI LLC

EXHIBIT 7 – Approved Bid Tab

Scope of Services
for
LEGAL AND TECHNICAL
ASSISTANCE WITH POSSIBLE
JOHNSON UTILITIES, (JU) ACQUISITION

February 2019

The Town Attorney for the Town of Florence (OWNER) wishes to have EUSI, LLC (CONSULTANT) work as an extension of Town Staff to provide assistance for the possible acquisition of Johnson Utilities, (JU).

The Overall Scope of Services is intended to outline a broad range of services that may be needed. It is understood that not all of this work can be accomplished under this authorization. The actual tasks identified below, will be funded in phases, and will be prioritized, funded, and performed, and authorized as agreed to by the parties.

EUSI has an experienced team of professionals that is available to assist the Town in this matter. The team can include but is not limited to:

Paul Hendricks- Utility Management Expert
Kris Hendricks- Utility Management Expert
Ray Jones- Private Utility and ACC Regulation and Rate Expert
Toby Block- Finance and Acquisition Expert
Karrin Taylor Robson- Finance and Acquisition Expert
Steve Noel- Water Resource and ADWR and Well Expert
Vito Tedeschi- Finance and Rate Expert
Sheryl Sweeney- Legal and Water Rights Expert
Others as needed

The initial phase of services will be provided as an hourly rate plus expense basis as set forth in the Agreement with the Town. The additional authorization will be for \$24,500.00.

Proposed Scope: The actual tasks identified below, will be funded in phases, and will be prioritized, funded, and performed in phases, and authorized as agreed to by the parties.

- Assess the status of ACC, ADEQ, ADWR issues relating to Johnson Utilities.
 - Number and type of transferrable water rights?
 - Number and condition of wells?
 - Production, water quality, operational issues?
 - Outstanding and historical enforcement actions?
 - ACC audit outcomes?

- Rate case history/outcomes/interactions?
- Future utility rate estimates?
- Acreage of land to be acquired?
- Capacity and expandability of the wastewater system?
- Capacity and expandability of the water system?
- Determine if any of the Johnson Utilities wells in Merrill Ranch are pumping and delivering water outside:
 - the Pinal AMA
 - the groundwater basin
- Assess the condition and operational characteristics of Johnson Utilities assets that are within the Town of Florence jurisdiction.
 - Interconnectivity of systems/blending/operational necessities?
 - History/type/condition/age of infrastructure?
 - Known design/implementation problems?
- Financial analysis with possible projection of upcoming investments and ongoing maintenance costs.
 - Potential value of utility in AMR area?
 - Projected acquisition costs above the cost of the utility?
 - Uniform Act discussion?
 - Potential value of the utility south of town?
 - CAGR projected impacts/history in relation to the Town's current water status?
- Assess recent hostile take overs of private utility companies.
- Assess recent friendly take overs of private utility companies.
 - Assess and assist to acquire the lowest cost of capital to finance the acquisition
 - Assess WIFA financing options
 - Perform financial modeling of the municipal bond/capital raise-
 - Formulate the strategic acquisition/disposition plan which may include partitioning (JU) to other municipalities and/or outside 3rd party private utility companies. (Assist an RFP if necessary)
 - Recommend best practices for impact fee for water and wastewater special assessment zones (or similar) to keep Town of Florence credit rating as high as possible in lieu of more debt.
- Outline a recommended plan of action for the Town to acquire Johnson Utilities.
- Represent the Town as legal and or expert consultants and witnesses as may be requested.
- Other

Town of Florence
Scope of Services
LEGAL AND TECHNICAL
ASSISTANCE
Dobson Ranch GSF Permitting and Development Agreement
February 2019

The Town Attorney for the Town of Florence (OWNER) wishes to have EUSI, LLC (CONSULTANT) work as an extension of Town Staff to provide assistance associated with Dobson Ranch Development Agreement, Groundwater Savings Facility Permitting, and Well and Utility related issues, (DR).

EUSI has an experienced team of professionals that is available to assist the Town in this matter. The team can include but is not limited to:

Paul Hendricks- Utility Management Expert
Kris Hendricks- Utility Management Expert
Sheryl Sweeney- Legal and Water Rights Expert
Others as needed

These services will be provided as an hourly rate plus expense basis as set forth in the Agreement with the Town. This additional authorization will be for \$24,500.00.

Proposed Scope:

- Assist the Town with meetings and strategy development related to general water and wastewater issues.
- Assess and advise on ADEQ issues.
- Assess and advise on ADWR issues.
- Assess the status of water right issues for DR properties.
- Outline a recommended plan of action for the Town to address DR issues.
- Representative of the Town Attorney in legal actions.
- Provide expert outside attorney, consultants and witnesses as may be requested.
- Other

**Town of Florence
Task Order**

**WASTEWATER PERMIT RENEWAL SUPPORT SERVICES
for**

FLORENCE, ARIZONA

February 2019

The Town of Florence (OWNER) wishes to have EUSI, LLC (CONSULTANT) work as an extension of Town Staff to provide Arizona Pollutant Discharge Elimination System (AZPDES) permit Wastewater Permit Renewal Support Services. EUSI will provide qualified staff to assist the Town in the completion of the documentation and application for the renewal of the existing permits at the north and south wastewater treatment plants. EUSI will also provide representation with the regulatory agencies, and representation at various and confidential meetings.

The cost for these services would be a Supplemental Service performed under an hourly rate plus project related expenses, with an initial authorization level not to exceed \$20,000. Project related expenses, such as mileage, at current IRS rates, and other expenses associated with providing Task Order services will be invoiced at cost.

EUSI will be available to consult weekly with the designated representative of the OWNER and otherwise work with the OWNER staff to ensure adequate communication.

SCOPE OF WORK

- Provide qualified staff to collect and organize available documentation.
- Attend scheduled meetings with Town staff related to the permit renewal.
- Attend Town Council meetings when items relating to the permit renewals are on the agenda.
- Assist and training Town Staff Dobson Ranch Legal Assistance for GSF Permitting and Development Agreement February 2019 in the preparation of the applications.
- Advise Town staff on the need for outside specialty consultants and services necessary to meet the requirements of the new permits.
- Assist Town staff in the procurement and management of outside consultants and services necessary to meet the requirements of the new permits.

**Town of Florence
Task Order**

**OPERATOR OF RECORD
for
Wastewater Treatment Facilities**

FLORENCE, ARIZONA

February 2019

The Town of Florence (OWNER) wishes to have EUSI, LLC (CONSULTANT) work as an extension of Town Staff to develop and provide Operator of Record Services for the existing Town of Florence Wastewater Treatment Plants.

EUSI will provide Professional and Operational Support Services to Town Staff and be available for on-site visits, consultations, representation with the regulatory agencies, and representation at various and confidential meetings.

The cost for these services would be a Supplemental Service performed for a lump sum of \$4,500 per month plus project related expenses, such as permit fees and direct costs. Project related expenses, such as mileage, at current IRS rates, and other expenses associated with providing Task Order services will be invoiced at cost.

EUSI will be available to consult weekly with the designated representative of the OWNER and otherwise work with the OWNER staff to ensure adequate communication.

SCOPE OF WORK

- Provide qualified staff to serve as the Operator of Record.
- Conduct regular site visits and operational observations.
- Initially consult weekly with the designated representative of the Town.
- Attend, on request, scheduled biweekly utility staff meetings.
- Attend, on request, Town Council meetings when items relating to the wastewater treatment plants are on the agenda.
- Assist in the preparation of the annual budgets.
- Advise Town Staff of Operational and Process Control Standard Operating Procedures to optimize the facilities.
- Advise on current Asset Management and Preventative Maintenance practices.
- Advise staff with the completion of necessary sampling required by the current permits of the regulatory agencies.
- Assist the Town in meetings and addressing issues with the regulatory agencies.
- Assist the Town with the completion and filing of regulatory reports.
- Be available to respond to supplemental service requests and emergency conditions at the request of Town. This includes phone consultation. Should EUSI personnel be requested by the Town to respond on site to emergency conditions, such services will be followed by a written report.



**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT NO. GS-2017-0031
PROGRAM MANAGER AND CONSTRUCTION SERVICES
for
CAPITAL IMPROVEMENTS PROJECTS
and
GLOBE WATER SYSTEM IMPROVEMENTS**

Effective August 30, 2017, the City of Globe and EUSI LLC entered into a contract whereby EUSI LLC agreed to provide Program Management services to the City of Globe for the 2017 WIFA Loan.

Per Section 2.7 Term, of the contract, the contract is for a period of eighteen months from date of execution, with a renewal of up to three (3) additional 6 month periods, upon mutual agreement of both parties. The contract may be terminated by the City with thirty (30) days' notice prior to the anniversary date of the contract.

Amendment 1 is to extend the contract for an additional 18 months, or will mutually expire once the City of Globe 2017 WIFA Loan funds have been exhausted.

IN WITNESS WHEREOF, the City of Globe by its Mayor has hereunto subscribed his name this 18th day of December, 2018.

CITY OF GLOBE

CONTRACTOR: EUSI, LLC

By: [Signature]
Al Gameros, City of Globe Mayor

By: [Signature]

Name: Chris Hendricks

Its: Managing member

By: [Signature]
William J. Sims III, City Attorney



**PROFESSIONAL SERVICES CONTRACT NO. GS-2017-0031
CITY OF GLOBE
PROGRAM MANAGER AND CONSTRUCTION SERVICES
for
CAPITAL IMPROVEMENTS PROJECTS
and
GLOBE WATER SYSTEM IMPROVEMENTS**

This Professional Services Contract ("**Contract**"), is made and entered into as of August 29, 2017, by and between the City of Globe, a municipal corporation of the State of Arizona ("**City**"), and EUSI, LLC ("**Contractor**").

WITNESSETH

WHEREAS, the City desires to contract for Program Management and Construction Services and for the contractor to serve as a "2017 WIFA Program Manager"; and

WHEREAS, Contractor is duly qualified to perform the requested services; and

WHEREAS, funding for these projects is provided by the Water Infrastructure Finance Authority of Arizona (WIFA). See the attached WIFA package for requirements and details; and

WHEREAS, Contractor has agreed to provide the services and/or products as set forth in Exhibit "A" to Professional Services Contract No. GS 2017-0031, attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the City Manager, or his designee, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services and/or products as set forth in Exhibit "A" to Professional Services Contract No. GS 2017-0031, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the City under the direction of the City Manager or his designee.

All work performed by the Contractor shall be completed to WIFA requirements and local codes and regulation per the City of Globe, Gila County and the State of Arizona.

1.2 Acceptance and Documentation.

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

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

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

1.2.4 To the extent that the terms and conditions of this Contract conflict with the Terms and Conditions of Exhibit "A" to Professional Services Contract No. GS 2017-0031, the terms and conditions of this Contract will prevail and govern the contractual relationship between the parties.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Billing Records, Fees

The invoice shall include a detail of projects worked on.

Contractor will be paid within 30 days of the receipt of an itemized invoice, for a total eighteen month contract price of \$ 183,600.00 . The monthly amount to be invoiced by Contractor shall be \$10,200.00 plus any approved project related expenses.

2.2 Should the City determine that it is in their best interest for the Contractor to provide additional services outside of the scope of work as identified in Exhibit "A" to Professional Contract No. GS 2017-0031, the City shall compensate Contractor for those services based upon the hourly rates as identified on page 5 of 6 of Exhibit "A" to Professional Contract No. GS 2017-0031. In no event shall the annual, aggregate fee exceed the amount set forth in Section 2.1 without the execution of a written Change Order.

2.3 The City shall pay the Contractor in installments based upon monthly invoices submitted by the Contractor.

2.4 The City shall make payments to the Contractor within thirty (30) days after receipt of the detailed invoice and approval by the City Manager or his designee.

2.5 The City and Contractor may amend the Contract to provide lump sum services as agreed upon by the parties.

2.6 Hourly rates as set forth under this Contract may be adjusted each July 01, starting in 2018, based upon changes in the Metropolitan Phoenix Consumer Price Index.

2.7 Term. The contract commences on the date it is signed by the Mayor and remains in effect for a period of eighteen months from that date, with an option to renew for three additional six month terms, upon agreement of both parties.

3.0 OWNER'S RESPONSIBILITIES

3.1 The City will designate a Representative during the term of this Contract. The City has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the City on any aspect of the work shall be directed to the City's Representative.

3.2 The City will make reasonable effort to review submittals by the Contractor and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Contractor's work. The City will keep the Contractor advised concerning the progress of the City's review of the work. The Contractor agrees that City's inspection, review, acceptance or approval of Contractor's work shall not relieve Contractor's responsibility for negligence of Contractor or its subcontractors or for compliance with the terms of this Contract.

3.3 Unless included in the Contractor's Work Scope, the Owner shall furnish the Contractor, gratis, the following information, equipment and facilities for the implementation of the work to be performed by this Contract:

1. Copies of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services.
2. Use and access of facilities and equipment reasonably needed in the course of the assignment.
3. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the project.

4.0 SCHEDULE AND TERMINATION

4.1 **Project Schedule:** The Contractor shall perform the Scope of Work in accordance with the schedule under approved Task Orders that include project task order schedule.

4.2 Termination:

4.2.1 Termination for Cause: The City may terminate this contract for a material breach of this Contract. The Contractor shall have a reasonable opportunity to cure such breach, not to exceed thirty (30) days. If the Contractor fails to comply with any WIFA requirements, industry standards, and customary practices and terms and conditions of this Contract, it shall be considered a material breach of this Contract. Unsatisfactory performance as judged by WIFA requirements, industry standards, and customary practices, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes for the City to terminate this Contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

4.2.2 Termination for Violation of Law: In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

4.2.3 Non-Appropriations Clause: Contractor acknowledges that the City is a governmental entity, and the Contract validity is based upon the availability of public funding under the City's authority. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Contract, then this Contract shall automatically expire, without penalty to the City after written notice to Contractor of the unavailability and non-appropriation of public funds; provided, however that the City shall remain liable for the services rendered by Contractor under this Contract and accepted material received by the City before the effective date of termination.

It is expressly agreed that the City shall only activate this non-appropriations provision as an emergency fiscal measure. The City shall not activate this non-appropriations provision for its convenience, to circumvent the requirements of this Contract, or to enable the City to contract with another Contractor for the same supplies or services covered under this Contract.

5.0 GENERAL TERMS

5.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services and goods or products specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party. The Contract consists of:

- The Contract
- Water Infrastructure Finance Authority (WIFA) Contract Packet for Governmental Borrowers
- MAG Uniform Standard Specifications & Details for Public Works Construction
- Addenda
- Change Orders

In the event of a conflict of language between the items, the documents shall govern in the order listed above. The Contract documents shall govern in all other matters not otherwise specified by the Contract between the parties.

5.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona. The parties further agree that the jurisdiction for any legal dispute arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required to perform work and deliver materials required under this Contract.

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

5.4 Assignment. Services and goods or products covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

5.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

5.6 Contract Administrator. The Contract Administrator for the City shall be the City Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

5.7 Records and Audit Rights.

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

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

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

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

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

5.10 Independent Contractor.

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

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

5.10.3 Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this Contract and that any subcontractors (if permitted) shall likewise obtain Worker's Compensation Insurance for their employees working on this contract. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the City.

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

5.12 Compliance with Federal and State Laws.

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

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

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

5.12.4 The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

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

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

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

5.12.8 The provisions of this Section 5.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services or goods or products under this Contract or any subcontract.

5.13 Israel Boycott Certification. Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by City up to and including termination of this Contract.

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

In the case of Contractor: EUSI, LLC
4501 E. Tierra Buena Lane
Glendale, AZ 85306

In the case of City: City of Globe
150 N. Pine St.
Globe, AZ 85501
Attn: City Manager

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

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

5.16 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractors performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

5.17 Advertising. No advertising or publicity concerning the City using the Contractor's services or goods or products shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

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

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

5.20 Subcontractors. The addition of subcontractors shall be subject to the prior approval of the City Manager on a case by case basis.

5.21 Indemnification.

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

5.21.2 In the event the subject action alleges negligence on the part of the Contractor and/or the City, or any third parties not under contract with the Contractor, Contractor's obligations regarding the City's defense under this paragraph include only the reimbursement of the City's reasonable defense costs incurred to the extent of the Contractor's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-consultants, that impact project completion and/or success.

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

5.22 Changes in the Work.

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

5.22.2 The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders shall be submitted to City for approval within ten (10) days of occurrence and are subject to prior written approval by the City.

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

5.23 Co-op Use of Contract. In addition to the City of Globe, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities may be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

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

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

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

5.24.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

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

5.25 City-Provided Information and Services. The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services or goods or products; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services or provision of goods or products hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services or provision of goods or products under this Agreement.

5.26 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance or third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections or estimates. Contractor shall make every reasonable effort to provide accurate estimates and projections.

5.26 Access. The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services or provide goods or products hereunder.

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

6.0 INSURANCE. The Contractor shall procure and maintain, at Contractor's sole expense the following:

6.1 Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate against claims for bodily injury, death and property damage and names the City of Globe, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the consulting services as provided herein.

6.2 Workers' Compensation coverage. Coverage includes Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

6.3 Commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident (if Contractor performance hereunder requires driving for the City of Globe other than the commute to and from City facilities).

6.4 The Contractor shall keep said policies in force for the duration of the Contract and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Contract and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage.

6.5 All carriers shall be approved to write insurance in the State of Arizona and possess a rating of not less than B= VI or better A.M. Best rating.

6.6 Within ten (10) days of the execution of this Contract, Contractor shall furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Contract.

6.7 Contractor shall furnish to the City of Globe any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Contract).

6.8 The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the City of Globe that insurance requirements have been met.

6.9 The failure of Contractor to obtain Certificates or other insurance evidence from other contractors shall not be deemed a waiver by the City of Globe of any obligation hereunder.

6.10 The Contractor's liability under this Contract is not in any way limited by the insurance required by this Contract.

6.11 By requiring insurance herein, City of Globe does not represent that coverage and limits will be adequate to protect Contractor. City of Globe reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

6.12 If any work under this Contract is subcontracted in any way, Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the City of Globe and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.13 Prior to commencing any work or services under this Contract, Contractor shall furnish to the City, a Certificate of Insurance, naming the City of Globe as Certificate Holder and identifying the Contract Number and Name.

6.14 The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Globe. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Globe, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

7.0 SEVERABILITY AND AUTHORITY

7.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Contractor shall be paid an amount not to exceed \$ 183,600.00 for completion of projects as outlined in the Scope of Services – Exhibit "A" – Contract No. GS-2017-0031.

IN WITNESS WHEREOF, Contract No. GS-2017-0031, has been duly executed by the parties hereinabove named, on this 30th day of August, 2017.

CITY OF GLOBE

By: _____
Mayor

William J. Sims
By: _____
William J. Sims III, City Attorney

CONTRACTOR.:

By: _____

Name: _____

Its: _____

Scope of Work

CITY OF GLOBE

WATER DISTRIBUTION SYSTEM IMPROVEMENTS

PROGRAM MANAGEMENT SERVICES

The CITY wishes to award the Program Management Contract to EUSI, LLC.

Scope

EUSI, LLC (CONSULTANT) will provide Program Management (PM) Services as authorized by the City of Globe (OWNER). The intent of the services provided by EUSI is to complement and supplement the City staff in an integrated program management environment. The OWNER engages the CONSULTANT to provide related Professional Services for the City of Globe that include, but are not limited to Program Management, Project Development Services associated with Utility Financing and Infrastructure Improvements, Regulatory Agency Support, Water and Infrastructure Master Planning, Utility Management Support, Utility Operation Support, Utility Maintenance Support, Water Resource Policy and Strategic Planning Support Services. Additional CIP Support, Construction Administration, and PM Services for water system improvements funded with WIFA, City water funds, and or development funds may be assigned as a new task order from time to time as deemed to be in the best interest of the OWNER.

EUSI will assist with effectively and efficiently planning, organizing and managing a program of related public utility and infrastructure projects from planning and design and continue through implementation, project close out, and funding agency close out.

EUSI will provide PM and may provide other Water and Wastewater Utility Management Services as requested by the City, related to the management of design and specifically in the area of civil engineering but not limited to utilities, storm water management, traffic engineering, public works, infrastructure assessments, real estate, and utility coordination.

EUSI will provide PM and Procurement Services to aid in the contracting of local and regional engineering and construction companies utilizing a range of project delivery methods.

EUSI will, as requested by the City, assist with development of project specific procurement, and permitting, engineering, construction, administration, and management functions for planning, design, and construction phases.

Exhibit "A" to Professional Services Contract No. GS 2017-0031
Page 2 of 6

Program Management Consultant duties may include but are not limited to:

- A) General Management
- B) Design and Engineering Management
- C) Pre-Construction
- D) Construction
- E) Post-Construction

The PM Services may consist of multiple task orders to include but are not limited to program management duties and project management services.

The City may determine it in the best interest of the City to issue separate Task Orders and approved funding to EUSI, LLC for Construction Related Services.

SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following Services for the OWNER in accordance with the degree of care and skill that a professional in Arizona would exercise under similar conditions:

- A. The CONSULTANT shall perform related professional services for the City of Globe under approved Task Orders:
 - Provide overall program management and assist in securing project delivery services
 - Draft preparation of monthly status report for active projects and assigned task orders
 - Draft reimbursement requests for submittal to city engineer
 - Work with Owner to secure contracts for Utility and Infrastructure Improvements
 - Work as an extension of Owner's staff to plan and implement water and wastewater infrastructure projects
 - Coordinate with Owner, engineer of record and appropriate agencies for infrastructure permitting and approval
 - Coordinate/Facilitate Conceptual Design Studies and Reports as well as provide Program and Project Management Services thru Planning, Design, Permitting, Procurement, Construction, Commissioning, Operation and Maintenance along with Warranty Support Services during the term of the agreement
 - Aid in review and selection of equipment and systems that support the infrastructure objectives of the City
 - Provide Preliminary Planning and Support Services
 - Provide Preliminary Design Review and Support Services

Exhibit "A" to Professional Services Contract No. GS 2017-0031
Page 3 of 6

- Provide Detailed Design Review and Support Services
 - Provide Support and Bid Phase Services
 - Coordinate with Owner for Equipment, Material, and Services Procurement
 - Coordinate/Facilitate procurement of Professional and Engineering Services
 - Coordinate/Facilitate procurement of Construction Services if performed by other than EUSI, LLC.
 - Provide Program Management for the Coordination/Facilitation of construction phase activities
 - Provide regular reports and updates as requested
 - Perform site visits as needed
 - Provide commissioning and start-up services as requested
 - Provide utility management, operations and maintenance services of the facilities as requested
 - Provide ongoing professional services as requested
 - Attend, as Owner's agent, confidential, executive sessions, litigation, and regulatory compliance meetings
 - Attend confidential meetings with Owner and Owner's counsel, as an expert for the Owner
- B. The CONSULTANT shall effectively manage assigned programs and projects as assigned and agreed to by the parties. Additional Support Services may be assigned from time to time as deemed to be in the best interest of the OWNER. The EUSI Project Team may be assigned to provide additional support services beyond the Program Management Services for an additional agreed upon fee, which services may include but are not limited to design, various construction administration and construction observation/inspection services, and or delivery of a full turnkey project development and delivery services as assigned by the OWNER.
- C. The CONSULTANT shall perform related administration including, but not limited to assistance, research, documentation, composition, presentations, and general consultant services as directed by the OWNER relating to the assigned Services.
- D. CONSULTANT will provide OWNER with staffing and third-party consulting and administrative support resources as needed to plan, develop, and aid in the completion of authorized projects.

Exhibit "A" to Professional Services Contract No. GS 2017-0031
Page 4 of 6

- E. CONSULTANT will maintain, update from time to time, and provide to OWNER a prioritized list of assignments and or projects to be performed under this agreement, which list shall be amended based upon the needs of the OWNER to serve its customers or as otherwise directed by OWNER. The scope and fees associated with the services provided under this agreement may be negotiated based upon a lump sum or provided under and hourly rate plus expenses, as determined by the parties.

TERM OF AGREEMENT AND PERIOD OF SERVICE

- A. The term of this agreement shall be three (3), one (1) year terms with an automatic renewal each year for the term of the WIFA loan. The OWNER may end this agreement with notice of one hundred eighty (180) days prior to the anniversary date of the agreement.
- B. The CONSULTANT shall complete all services in a timely manner. The OWNER may assign other Services to EUSI for ongoing projects.

Exhibit "A" to Professional Services Contract No. GS 2017-0031
Page 5 of 6

CONSULTANT'S COMPENSATION

- a) Authorized annual contract amount is \$122,400.00, plus project related expenses
The Authorized Contract Amount may be increased from time to time for approved projects based upon additional funding and/or the needs of the OWNER.
- A. The OWNER may elect to compensate CONSULTANT for additional services based upon a fixed monthly fee, lump sum fee per Task Order, or hourly rate; plus project related expenses. It is anticipated that hourly rate services will be provided during construction phase services, should the OWNER determine it to be in their best interest for CONSULTANT to provide such services in addition to the Program Management Services.
- B. Hourly Rate Fee Schedule: This fee schedule that will only be applied to new task orders which are approved by the City that are based upon hourly rate services:
- \$50.00/hr. for Administrative staff
 - \$75.00/hr. for Certified Operator
 - \$105.00/hr. for Electrical, Instrument, and Controls specialist
 - \$100.00/hr. for Technical/Laboratory staff
 - \$175.00/hr. for Project Consultant
 - \$210.00/hr. for Senior Process and Project Consultant
 - \$390.00/hr. for services related to Legal Proceedings
 - Project related expenses for mileage (portal to portal) and direct expenses shall be invoiced at approved IRS rates and reimbursed based upon 1.15 invoice amounts.
- C. The OWNER shall pay the CONSULTANT in installments based upon monthly invoices submitted by the CONSULTANT.

Exhibit "A" to Professional Services Contract No. GS 2017-0031
Page 6 of 6

- D. The OWNER shall make payments to the CONSULTANT within thirty (30) days after receipt of the detailed invoice.
- E. Hourly rates as set forth under this agreement shall be adjusted each July 1, starting in 2018, based upon changes in the Metropolitan Phoenix Consumer Price Index.

OWNER'S RESPONSIBILITIES

- A. The OWNER shall designate a Representative during the term of this agreement. The OWNER has the authority to administer this contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the OWNER on any aspect of the work shall be directed to the OWNER's Representative.
- B. The OWNER shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The OWNER will keep the CONSULTANT advised concerning the progress of the OWNER'S review of the work. The CONSULTANT agrees that OWNER'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for negligence of CONSULTANT or its subcontractors.
- C. Unless included in the CONSULTANT'S Work Scope, the OWNER shall furnish the CONSULTANT gratis, the following information, equipment and facilities for this Project:
 - 1. Copies of its maps, records, laboratory tests, survey ties, and bench marks, or other data pertinent to the services.
 - 2. Use and access of Facilities and Equipment needed in the course of the assignment. Provide a location on City property to locate and use an RV with full utility hook ups at no cost to EUSI.
 - 3. Available OWNER data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project(s).

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of March 18, 2019 (“Effective Date”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and EUSI, LLC (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

RECITALS

WHEREAS, the Town desires to Contract for Public Works Management Support and Consulting Services, Project and Program Management (PM) Services as specified in **Exhibits 1,2,3 & 4** (“**Scope of Work**” or “**Services**”);

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

WHEREAS, Contractor has agreed to perform the services as set forth in **Exhibits 1,2,3 & 4** attached hereto and incorporated herein;

WHEREAS, Town desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Globe Professional Services Contract dated August 29, 2017 between the City of Globe and EUSI, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Globe for the Services (“Master Contract”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

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

1.1 Service Description. The Contractor shall provide the requested services as set forth in **Exhibits 1,2,3 & 4** and as set forth in individual Task Orders (the “Services”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

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

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

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

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in **Exhibits 1,2,3 & 4**, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including **Exhibits 1,2,3 & 4**, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

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

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as **Exhibits 1,2,3 & 4**, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

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

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

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

3.4 Terms. The term of this Contract shall be from the Effective Date through March 31, 2018. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

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

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

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

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in **Exhibits 1,2,3 & 4** and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve

payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

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

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

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

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

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

4.10 Independent Contractor.

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

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

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

4.12 Compliance with Federal and State Laws.

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

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

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

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

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

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

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

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

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

In the case of Contractor: EUSI, LLC
Kris Hendricks
4501 W. Tierra Buena Lane
Glendale, AZ 85306

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

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

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

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

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

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

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

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in **Exhibits 1,2,3 & 4** and consents to the use of that sub-consultant.

4.20 Indemnification.

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

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

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

4.21 Changes in the Work.

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

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

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

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

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

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

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

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“**ADR**”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

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

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

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

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

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

third party as a result of this Contract or the performance of the Contractor's Services hereunder.

5.0 INSURANCE

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

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

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

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require

Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

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

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

5.7 Required Coverage.

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

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

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

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 18 day of March, 2019.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

By: _____
Contractor

By: _____

Name: _____

Its: _____

Approved as Form:

Clifford L. Mattice, Florence Town Attorney



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9e.

MEETING DATE: March 18, 2019

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas,
Public Works Director/Town Engineer

SUBJECT: Silver King Repairs – CIP GG-25

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

STRATEGIC PLAN REFERENCE:

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

RECOMMENDED MOTION/ACTION:

Authorization to contract with Arizona Correctional Industries, for repairs to the Silver King Hotel. Repairs will be made to the deck, handrails and stairway and replacement of materials including prep for concrete at the west patio by using State Statue § 41-2636 in a total amount not to exceed \$53,418.30 (Proposal amount \$41,091 plus a 30% contingency of \$12,327.30).

BACKGROUND/DISCUSSION:

CIP GG-25 SILVER KING REPAIRS - The Silver King's deck, patio and stairways are in need of repair and in some areas replacement. The wood has decayed and in some areas is not structurally sound. The deck has had limited access for some time due to safety concerns. The primary components of this project are;

Upper Decks and Northwest Stair Case

Demolition, framing of upper decks and northwest stair case, metal railings and decking
Painting will be under a separate contract.

Lower West Deck

Demolition, concrete preparation

Concrete and painting will be under a separate contract.

Silver King Hotel

SCOPE OF WORK (Upper Decks and Northwest Stair Case):

Replacement of upper decking surface, limited replacement of deck joist and ornamental acorn caps on the north, east and south portions of building including Northwest stair case.

DEMO:

- Removal of all existing ¾” tongue-and-groove decking on the South and East side of upper balcony.
- Removal of all 2x8 deck surface material on North balcony.
- Remove 5 (or less) damaged 2x6 floor joist (less than 8') on North, East and South upper balcony.
- Removal of all treads, risers, stair-hand railings and stringers on Northwest staircase
- Re-secure repair all acorn caps.

FRAMING (Upper Decks and Northwest Stair Case):

- Replace 5 (or less) damaged 2x6 floor joist (less than 8').
- Replace all stringers (cut from 2x12 Douglas Fir Select)
- Replace treads, risers and decking, with decking material to be equivalent 25-Year Guaranteed pre-finished, textured composite
- All hardware attachments shall be re-secured

METAL RAILINGS (North balcony):

- Modify and use town owned in stock metal railing for horizontal railing.
- Fabricate sloped stairway railing to match existing

DECKING:

- Deck surface to be equivalent 25-Year Guaranteed pre-finished, textured composite decking.
- Non-grooved deck boards to be installed on outer perimeter.
- Trim boards at all thresholds installed for flush fit.
- All decking to have universal hidden fasteners on every joist.

SCOPE OF WORK (Lower West Deck):

- Demolition of West side deck surface, joist, handrail and steps, and re-secure all ornamental acorn caps replace handrail with town owned in stock metal railing for horizontal railing.
- Fabricate sloped stairway railing to match existing on lower west side of building.

DEMO:

- Removal of all 2x8 deck surface on the west side
- Removal of all hand railings and steps on west side (lower deck).
- Re-secure all acorn caps.

CONCRETE PREP:

- All deck surface to be equivalent 25-Year Guaranteed pre-finished, textured composite
- Non-grooved deck boards to be installed on outer perimeter
- Trim boards at all thresholds installed for flush fit

All decking to have universal hidden fasteners on every joist.

MISCELLANEOUS SPECIFICATIONS:

- Safety and debris netting may need to be installed at underside of decking for safety to patrons and pedestrians under walkway.
- Remove all debris and decking from jobsite
- All areas to be kept neat and clean
- All work to produce a first-class finished appearance and to remain durable. Non-grooved deck boards to be installed on outer perimeter
- Trim boards at all thresholds installed for flush fit
- All decking to have universal hidden fasteners on every joist.
-

PAINTING: (all scraping, patching and painting to be provided by separate contractor):

MISCELLANEOUS SPECIFICATIONS:

- Remove all debris and decking from jobsite
- All areas to be kept neat and clean
- All work to produce a first-class finished appearance and to remain durable
- Non-grooved deck boards to be installed on outer perimeter
- Trim boards at all thresholds installed for flush fit
- All decking to have universal hidden fasteners on every joist.























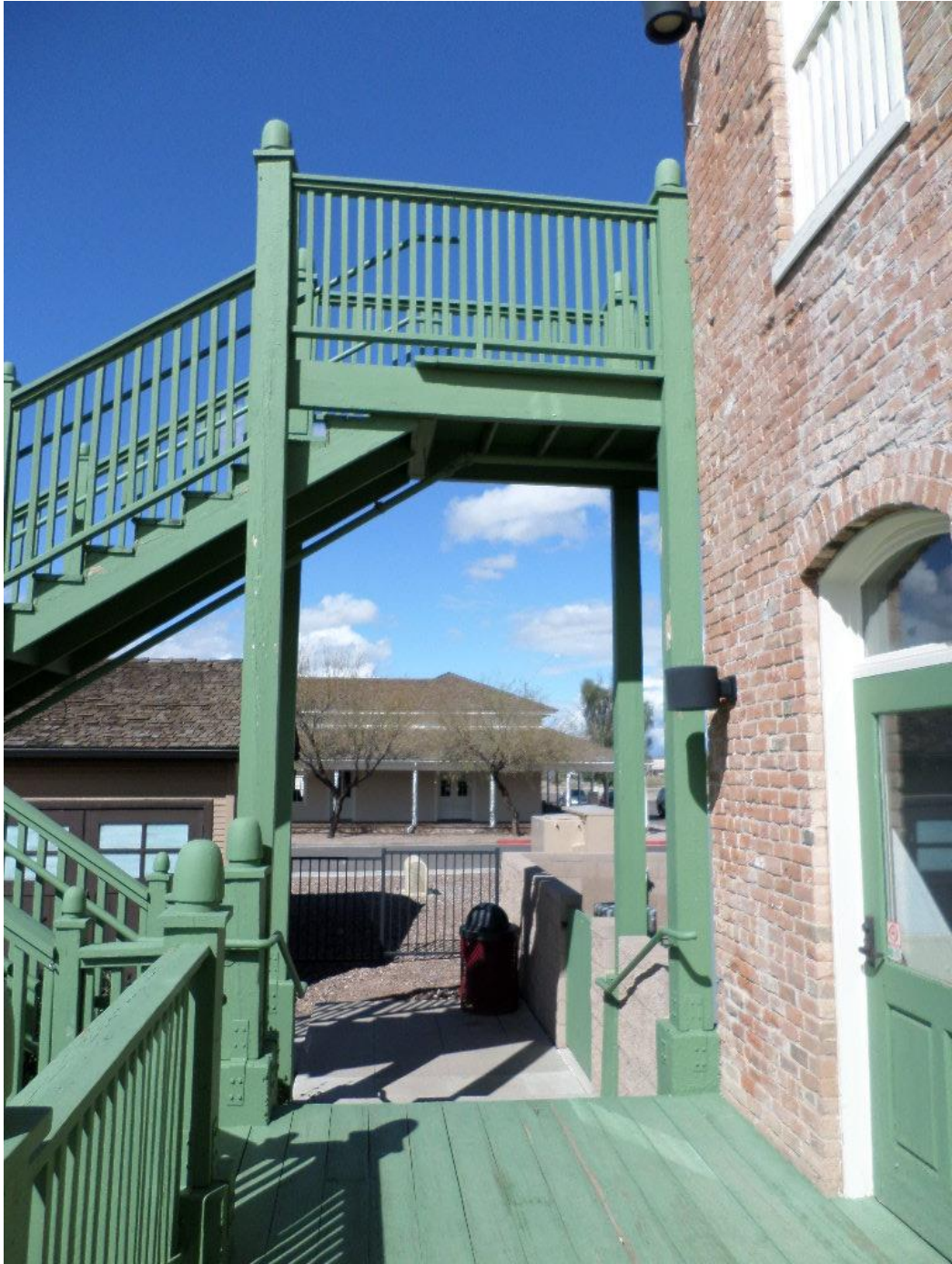
















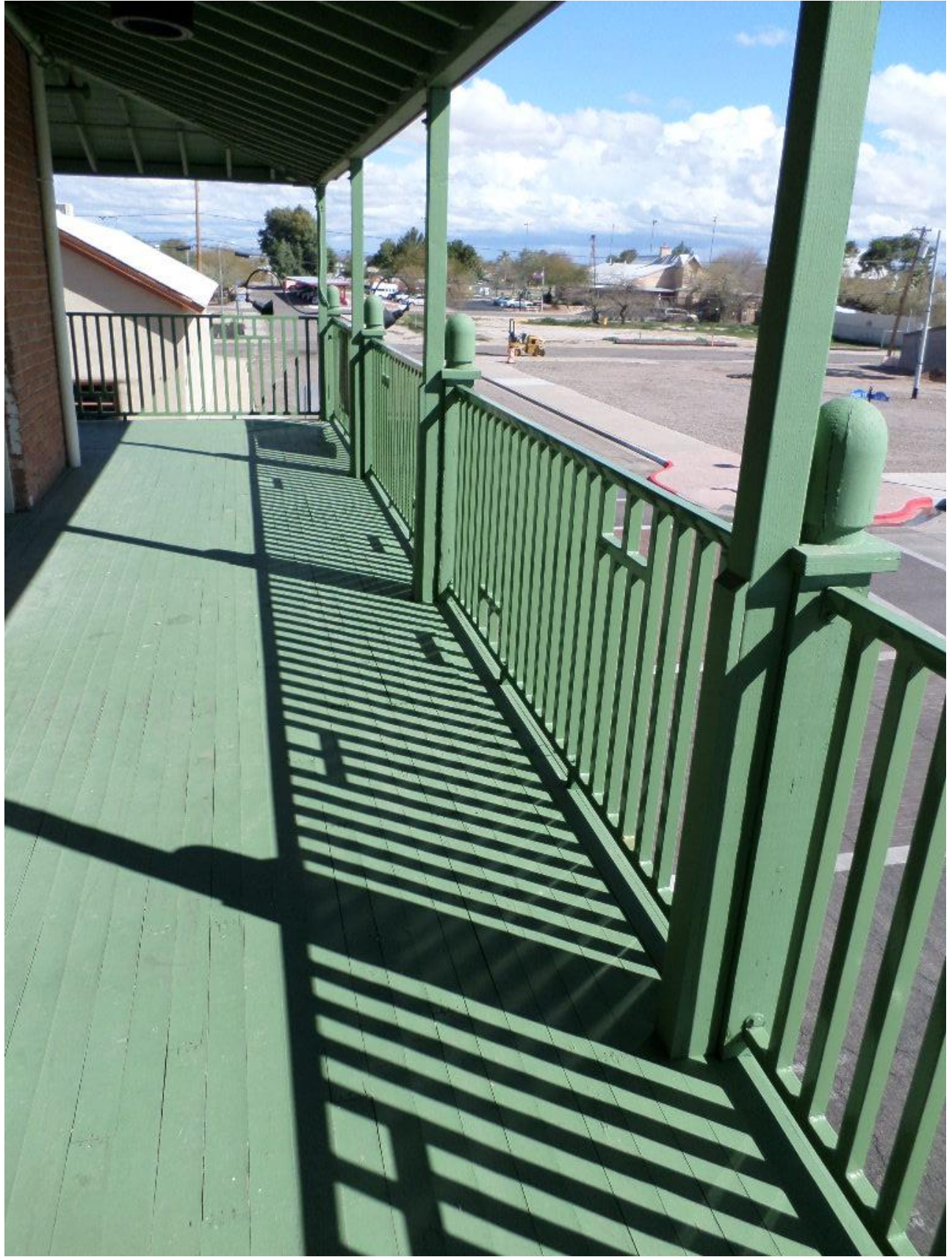


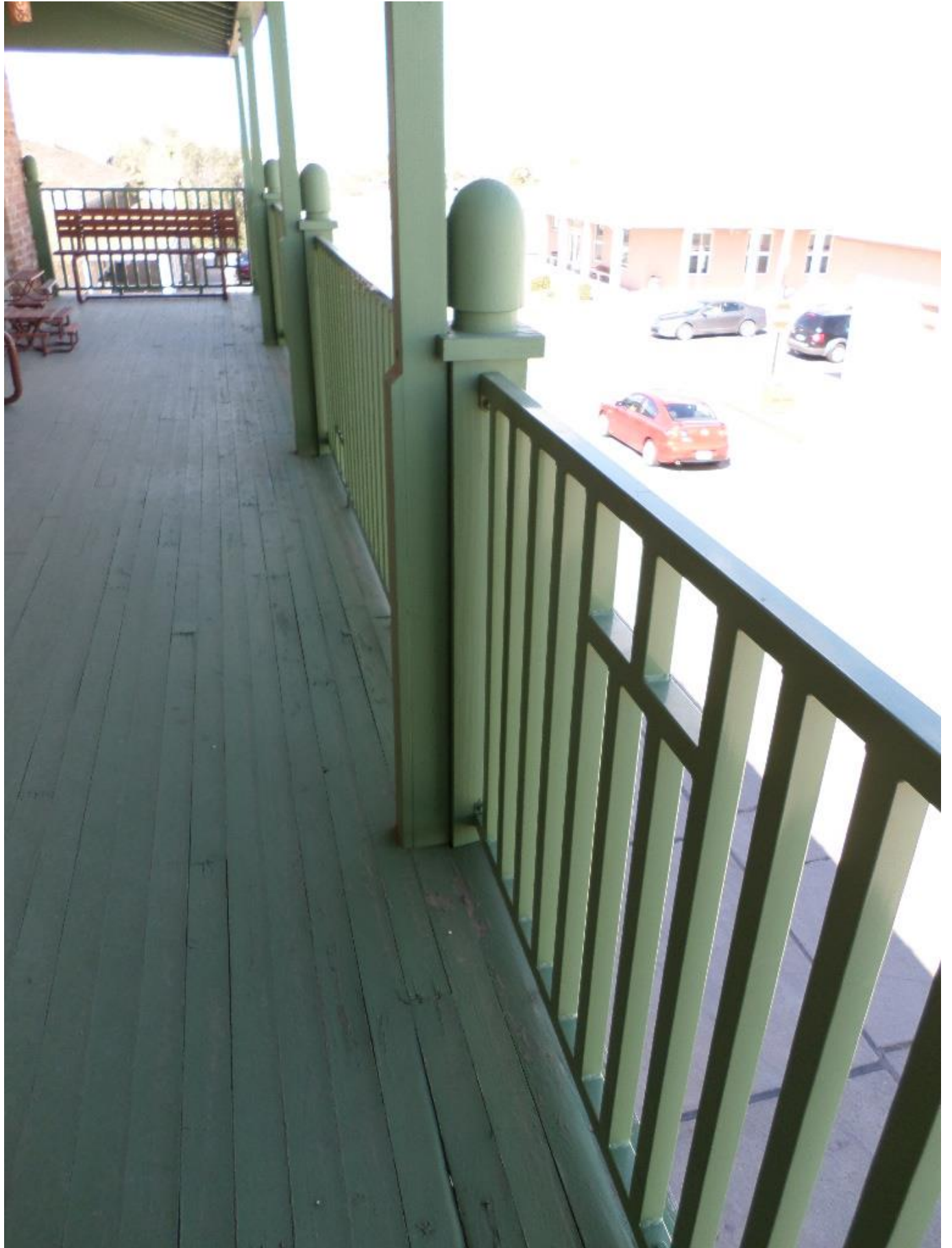








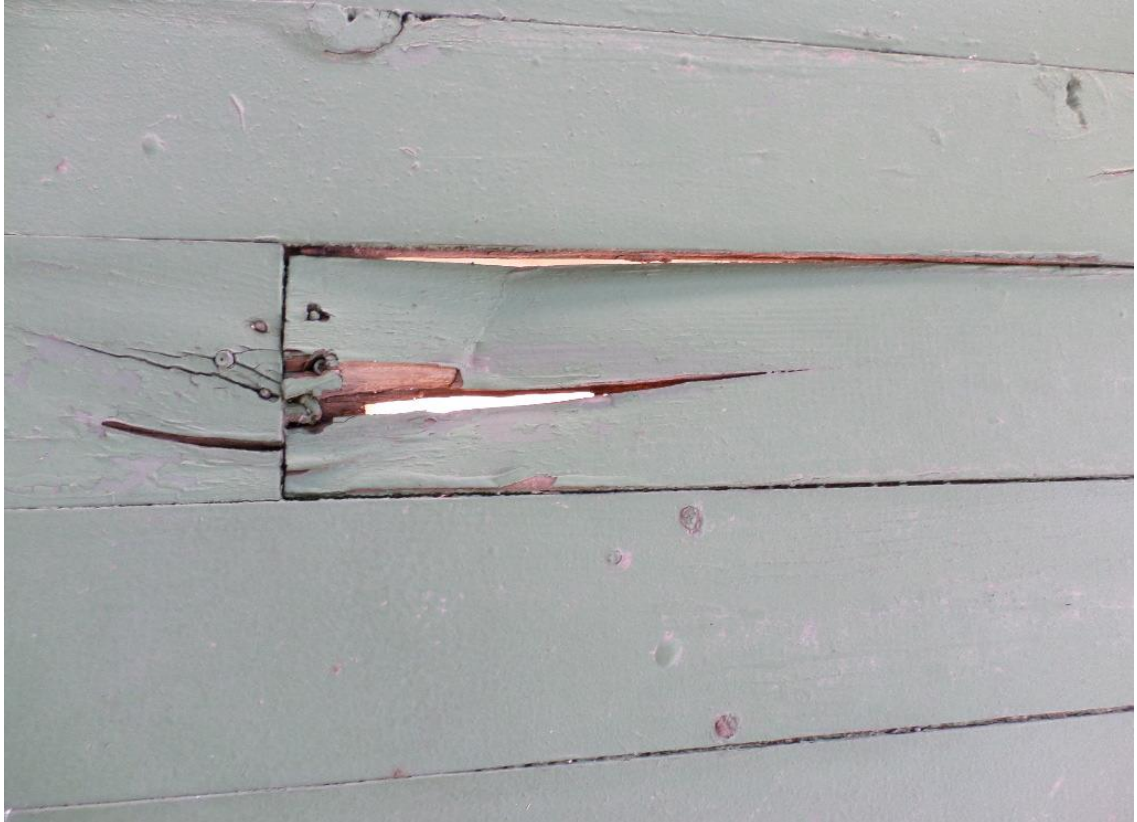














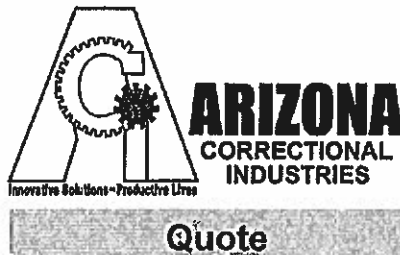








Arizona Correctional Industries
 3279 E. Harbour Drive
 Phoenix, AZ 85034
 Phone: (602) 272-7600
 Fax: (602) 272-1007



Quote Number: 38168

Date: 1/22/2019

Page 1 of 1

Quote

Quote To: 1201
 Town of Florence
 778 N Main St
 Florence AZ 85132
 USA
 Phone: 520-868-4835 Fax: 520-868-7501

Quote Expires: 3/23/2019
 Sales Person: Cinda Lockwood
 clockwood@azadc.gov

Total \$ 17,950.00

TOTAL DOES NOT INCLUDE SALES TAX, IF APPLICABLE

Customer Contact: Tom Celaya
 Phone: 520-450-5151
 Email: tom.celaya@florenceaz.gov

Line	Part Number	Description	Rev	Drawing
1	INSTALL	INSTALLATION CREW CHARGE	0	

SOUTH AND EAST BALCONY

To remove and replace the Upper Deck with Trex 1 1/2" x 5 1/2" with spaces between boards.
 Remove and replace all 2" x 6" deck joist and hangers that are damaged, estimated quantity of 6.

****NO SCRAPING OR PAINTING IS INCLUDED IN THIS BID****

****PLEASE NOTE****

Cost to replace Acom Caps is \$15.00 each for the small and \$24.00 for the large. Not included in the above prices.

This price does not include the price for the new hand rails, 4" x 4' or 8" x 8" post, labor to R&R if needed or the repair of the Acom Caps.

Quantity	Unit Price	Disc %	Net Price
1.00	17,950.00		17,950.00

Customer Approval & Date: _____ PO/Credit Card/Transfer #: _____

This quote is valid for sixty (60) days from the issue.

Thank you for your business.

Arizona Correctional Industries
 3279 E. Harbour Drive
 Phoenix, AZ 85034
 Phone: (602) 272-7600
 Fax: (602) 272-1007



Quote Number: 38167

Date: 1/22/2019

Quote

Page 1 of 1

Quote To: 1201
 Town of Florence
 778 N Main St
 Florence AZ 85132
 USA
 Phone: 520-868-4835 Fax: 520-868-7501

Quote Expires: 3/23/2019
 Sales Person: Cinda Lockwood
 clockwood@azadc.gov

Total \$13,476.00

****TOTAL DOES NOT INCLUDE SALES TAX, IF APPLICABLE****

Customer Contact: Tom Celaya
 Email: tom.celaya@florenceaz.gov
 Phone: 520-450-5151

Line	Part Number	Description	Rev	Drawing
1	INSTALL	INSTALLATION CREW CHARGE	0	

NORTH PLATFORM

To remove and replace the North Platform Deck with Trex 1 1/2" x 5 1/2" with spaces between the boards.
 R&R-Acom caps with existing
 R&R-Damaged deck joist
 R&R-Hand rails with customer provided steel hand rails located at the public works yard. **** UNABLE TO VERIFY IF HAND RAILS WILL WORK WITH SCOPE OF WORK****
****NO SCRAPING OR PAINTING IS INCLUDED IN THIS BID****

NORTH WEST UPPER/LOWER STAIR CASE AND TRANSITION LANDING

To remove and replace the Mid Landing with Trex 1 1/2" x 5 1/2" with spaces between the boards.
 To remove and replace the stairs Treads with Trex 1 1/2" x 5 1/2" and Risers Trex 1 1/2" x 5 1/2" with spacers between the boards.
 R&R-Stair Stringers
 R&R-Acorn Caps and handrails with existing
****NO SCRAPING OR PAINTING IS INCLUDED IN THIS BID****

****PLEASE NOTE****

Cost to replace Acorn Caps is \$15.00 each for the small and \$24.00 for the large. Not included in the above prices.

This price does not include the price for the new hand rails, 4" x 4" or 8" x 8" post, labor to R&R if needed or the repair of the Acorn Caps.

Quantity	Unit Price	Disc %	Net Price
1.00	13,476.00		13,476.00

Customer Approval & Date: _____ PO/Credit Card/Transfer #: _____

This quote is valid for sixty (60) days from the issue.

Thank you for your business.

Arizona Correctional Industries
 3279 E. Harbour Drive
 Phoenix, AZ 85034
 Phone: (602) 272-7600
 Fax: (602) 272-1007



Quote Number: 38169

Date: 1/22/2019

Quote

Page 1 of 1

Quote To: 1201
 Town of Florence
 778 N Main St
 Florence AZ 85132
 USA
 Phone: 520-868-4835 Fax: 520-868-7501

Quote Expires: 3/23/2019
 Sales Person: Cinda Lockwood
 clockwood@azadc.gov

Total \$4,795.00

****TOTAL DOES NOT INCLUDE SALES TAX, IF APPLICABLE****

Customer Contact: Tom Celaya
 Email: tom.celaya@florenceaz.gov
 Phone: 520-450-5151

Line	Part Number	Description	Rev	Drawing
1	INSTALL	INSTALLATION CREW CHARGE	0	

WEST REAR DECK
Demo all wood deck, everything must go and prep for concrete.

Quantity	Unit Price	Disc %	Net Price
1.00	4,795.00		4,795.00

Customer Approval & Date: _____ PO/Credit Card/Transfer #: _____

*This quote is valid for sixty (60) days from the issue.
 Thank you for your business.*

Arizona Correctional Industries
 3279 E. Harbour Drive
 Phoenix, AZ 85034
 Phone: (602) 272-7600
 Fax: (602) 272-1007



Quote Number: 37061

Date: 1/30/2019

Quote

Page 1 of 2

Quote To: 1201
 Town of Florence
 778 N Main St
 Florence AZ 85132
 USA
 Phone: 520-868-4835 Fax: 520-868-7501

Quote Expires: 3/31/2019
 Sales Person: Cinda Lockwood
 clockwood@azadc.gov

Customer Contact: Tom Celaya
 Phone: 520-450-5151
 Email: tom.celaya@florenceaz.gov

Project: Silver King Hotel

Powdercoat Limited Warranty

This is the only express warranty for the powdercoat and is in lieu of any other warranty or condition. The powdercoat is warranted to be free from defects in material and workmanship for a period of one (1) year from the date of original purchase.

Line	Part Number	Description	Rev	Drawing
1	RCOMMF33357A	Railing: Silver King Hotel, Refurbish (1 ft)		N/A

Lead Time 45 days

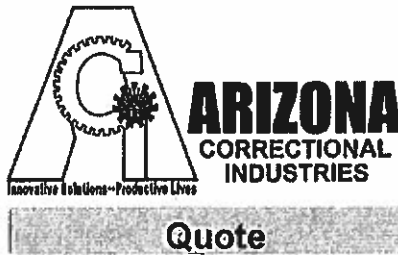
Refurbish to Match Existing Railings
Sizes to be Specified by On-Site Measurements
Powdercoat: Reseda Green (RAL6011)
Lead Time: (60) days

Quantity	Unit Price	Disc %	Net Price
1.00	16.00		16.00

Customer Approval & Date: _____ PO/Credit Card/Transfer #: _____

*This quote is valid for sixty (60) days from the issue.
 Thank you for your business.*

Arizona Correctional Industries
3279 E. Harbour Drive
Phoenix, AZ 85034
Phone: (602) 272-7600
Fax: (602) 272-1007



Quote Number: 37061

Date: 1/30/2019

Page 2 of 2

Line	Part Number	Description	Rev	Drawing
2	RCOMMF33357B	Railing: Silver King Hotel, Mfg (1 ft)		N/A

Lead Time 60 days

Manufacture to Match Existing Railing

Sizes to be Specified by On-Site Measurements

Powdercoat: Reseda Green (RAL6011)

Lead Time: (60) days

Quantity	Unit Price	Disc %	Net Price
1.00	58.00		58.00

Customer Approval & Date: _____ PO/Credit Card/Transfer #: _____

This quote is valid for sixty (60) days from the issue.

Thank you for your business.

41-2636. Procurement from certified nonprofit agencies that serve individuals with disabilities and Arizona correctional industries; definitions

A. The director shall appoint a state set-aside committee to determine those materials and services that are provided, manufactured, produced and offered for sale by certified nonprofit agencies that serve individuals with disabilities and Arizona correctional industries and that satisfy the requirements of state governmental units and to establish a fair market price for all approved materials and services offered for sale that meet these requirements. Membership shall include the assistant director for rehabilitation services in the department of economic security or the assistant director's designee and a private sector businessperson appointed by the governor who contracts or employs persons with disabilities in the private sector. At each quarterly meeting the director shall report on new procurement requests or renewal of existing procurement requests for state purchases from lists supplied by set-aside providers and that are within the capability of and that can be supplied by the entities that are prescribed in this section. To qualify for set-aside contracts, certified nonprofit agencies must maintain an employment ratio of at least sixty percent of program employees with significant disabilities.

B. Materials and services from Arizona correctional industries shall be presented to the committee for approval. Office products, vinyl binders and furniture refurbishing services shall be exempt from this article. State governmental units shall purchase office products, vinyl binders and furniture from Arizona correctional industries if each of the following applies:

1. Such materials and services are readily available.
2. Such materials and services are capable of timely delivery.
3. Such materials and services are of equal quality and price for these same materials and services in the private sector.

C. State governmental units shall purchase approved materials and services if such materials and services are readily available.

D. Notwithstanding the requirements of section 41-2532, state governmental units and local public procurement units may purchase or contract for any products, materials and services directly from certified nonprofit agencies that serve individuals with disabilities and Arizona correctional industries without competitive bidding if the delivery and quality of the products, materials or services meet the unit's reasonable requirements.

E. All state governmental units shall endeavor to set aside at least one percent of their new purchases or contracts for any products, materials and services from the entities that are prescribed in subsection D of this section, except for contracts for care and services for clients of the department of child safety, the department of economic security or the department of health services. The department shall communicate with each state governmental unit regarding its responsibility to comply with this subsection. The committee shall meet quarterly to report progress in increasing state governmental purchases or contracts with the entities that are prescribed in subsection D of this section. The committee shall compile quarterly reports detailing new purchases or contracts that are entered into pursuant to this subsection to the director, each committee member, the governor, the president of the senate and the speaker of the house of representatives.

F. The committee shall meet during the first month of each fiscal year to determine which articles, products or services Arizona correctional industries and certified nonprofit agencies that serve individuals with disabilities should continue to manufacture for state use, to advise such agencies and industries of any changes in specifications and to identify new articles or products that should be manufactured or could be eligible for procurement.

G. For the purposes of this section:

1. "Certified nonprofit agency that serves individuals with disabilities" means a nonprofit activity center that serves individuals with significant disabilities and that satisfies all of the following:

(a) Is organized under the laws of this state or another state, is operated in the interest of individuals with disabilities and the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual.

(b) Complies with any applicable occupational health and safety standard required by the laws of the United States and this state.

2. "Individuals with disabilities" means an individual who, because of the nature of the individual's disabilities, is not able to fully participate in competitive employment and for whom specialized employment and training are necessary by a qualified nonprofit organization through the department of economic security or the department of health services.



Town of Florence Bid Tabulation Sheet

		General Ledger Account Number:	011-531-507
Email Confirmation (\$5,000 or less)		Date Prepared:	3/4/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	Susan Jonas
Sealed Bid Title:	Formal Sealed Bid : <input type="checkbox"/>	Written Bid: <input type="checkbox"/>	Open Date:
			Close Date:

Item(s) (Include quality, Brand, Model & Color):

CIP GG-25 - Silver King Repairs

VENDOR NAME	CONTACT INFO:						Unit Price	Extended Price	Comments	
1	Name:	Arizona Correctional Industries - ACI (2405)	Contact:	Cindy Lockwood			38168	\$ 17,950.00	Following State Statute 41-2636 / Needs to be approved by SHPO and HDAC	
	Address:	3279 E Harbour Drive Bldg 4	Phone:	602-255-1464			38167	\$ 13,476.00		
		Phoenix, AZ 85034	Fax:				38169	\$ 4,795.00		
							37061	\$ 1,680.00		
							37061 Part 2	\$ 3,190.00		
							Sub Total	\$ 41,091.00		
							30% Contingency	\$ 12,327.30		
								\$ 53,418.30		
Quote #:	37061, 38169, 38167, 38168	Email:	clockwood@azadc.gov	REQ # :	54081	PO #:				
Received:	1/30/2019									
2	Name:		Contact:					\$ -		
	Address:		Phone:				Tax:			
			Fax:				Freight:			
	Quote #:		Email:		REQ # :		PO #:			
	Received:									
3	Name:		Contact:					\$ -		
	Address:		Phone:				Tax:			
			Fax:				Freight:			
	Quote #:		Email:		REQ # :		PO #:			
	Received:									

Attach additional page(s), if necessary.

Vendor Selected:	ARIZONA CORRECTIONAL INDUSTRIES
Justification (if not lowest bid):	USE OF AZ STATE STATUTE 41-2636

Department Head Approval:		Date:	
Finance Director Approval:		Date:	
Town Manager Approval:		Date:	

Exhibits Attached:	EXHIBIT 1 - SCOPE OF WORK - CONTRACTOR WALKTHROUGH AND PHOTOS
	EXHIBIT 2 - QUOTE 38168 - SOUTH AND EAST BALCONY REPAIRS AND REPLACEMENT
	EXHIBIT 3 - QUOTE 38167 - NORTH PLATFORM DESK AND STAIRCASE
	EXHIBIT 4 - QUOTE 38169 - DEMO AND CONCRETE PREP FOR WEST DECK
	EXHIBIT 5 - QUOTE 37061 - MODIFICATION OF EXISTING METAL HANDRAIL AND MANUFACTURING OF NEW STAIRWAY HANDRAIL

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

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