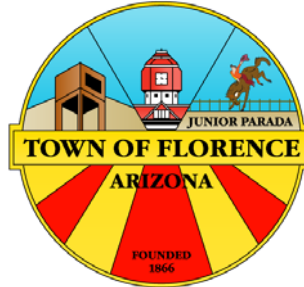


TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor John Anderson
Councilmember Bill Hawkins
Councilmember Karen Wall
Councilmember Kristen Larsen
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, August 19, 2019

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, August 19, 2019, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

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

6. PRESENTATIONS

- a. **Results of the 2019** Florence Peanut Butter and Jelly Challenge. (Mayor Walter and Councilmember Cordes)
- b. **Presentation on the Arizona** Department of Environmental Quality Consumer Confidence Report. (Chris Salas)

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. **Resolution No. 1712-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 41; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Larry Harmer)
- b. **Resolution No. 1713-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 43; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Larry Harmer)
- c. **Resolution No. 1714-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 45; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Larry Harmer)
- d. **Approval to purchase** one new Z726XKW mower and two new Kubota RTV500-H Utility Vehicles from Bingham Equipment Company, in an amount not to exceed \$27,547.05. (Chris Salas)
- e. **Authorization to contract** with Arizona Generator Technology Inc., for servicing of the Town's generators, in an amount not to exceed \$30,000. (Chris Salas)
- f. **Authorization to contract** with Glenn Jones Ford, to purchase stock parts for vehicle repair and maintenance, in an amount not to exceed \$40,000. (Chris Salas)
- g. **Authorization to contract** with Waxie Sanitary Supply, for operational and janitorial supplies and related custodial equipment and services, in an amount not to exceed \$40,000. (Chris Salas)
- h. **Authorization to contract** with Rottweiler Controls, LLC, for professional services related to SCADA Improvements, in an amount not to exceed \$50,000. (Chris Salas)
- i. **Approval of Non-Exclusive** Revocable License Agreement with the Copper Basin Railway, Inc., for access to the Poston Butte Preserve. (Bryan Hughes)
- j. **Approval an Intergovernmental** Agreement with Pinal County, for the placement, operation, and use of a Community Emergency Response Team trailer at the Florence Fire Department. (David Strayer)
- k. **Ratification of the annual** software renewal for the Caselle software, in an amount not to exceed \$29,423. (Trenton Shaffer)
- l. **Authorization for the Finance** Director to write off old account balances in the amount of \$15,771.79. (Rey Sanchez)
- m. **Authorization to dispose** of two Police vehicles that are no longer useful and have outlived their useful life. (Rey Sanchez)

- n. Authorization to contract with Hill Brothers Chemical Co., to provide water and wastewater treatment and pool chemicals, in an amount not to exceed \$87,500. (Chris Salas)
- o. Approval of the July 1, July 9 and July 15, 2019 Town Council Meeting minutes.
- p. Receive and file the following board and commission minutes:
 - i. May 16, 2019 Florence Youth Commission Meeting minutes
 - ii. January 16 and April 17, 2019 Library Advisory Board Meeting minutes
 - iii. April 25, 2019 Parks and Recreation Advisor Board Meeting minutes
 - iv. June 6 and June 20, 2019 Planning and Zoning Commission Meeting minutes

8. UNFINISHED BUSINESS

- a. Ordinance No. 682-19: Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AN OVERLAY FOR FLORENCE GARDENS UNITS A, B, C, D, E, AND F. (Larry Harmer)

9. NEW BUSINESS

- a. Resolution No. 1715-19: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, ARIZONA, DESCRIBED ON EXHIBIT "A" AND EXHIBIT "B", ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "ANTHEM AT MERRILL RANCH LIGHTING IMPROVEMENT DISTRICT 4" (THE "DISTRICT"); AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTIONS 48-572 AND 48-616, ARIZONA REVISED STATUTES. (Lisa Garcia)
- b. Discussion/Approval/Disapproval to contract with Bestway Electric Motor Service Co., Inc., to provide electric motor rewind, repair and purchases for water and wastewater projects, in an amount not to exceed \$100,000. (Chris Salas)
- c. Discussion/Approval/Disapproval to contract with Ferguson Enterprises, Inc., to provide parts for water and wastewater projects, in an amount not to exceed \$250,000. (Chris Salas)
- d. Discussion/Approval/Disapproval to enter into a contract with Cactus Asphalt, for asphalt maintenance and repair services, for CIP Project T-69 Pavement Preservation, in an amount not to exceed \$363,653.36. (Chris Salas)
- e. Discussion/Approval/Disapproval to enter into a contract with Zumar Industries Inc., for the purchase of various street signs, poles and pole accessories in an amount not to exceed \$35,000. (Chris Salas)

10. MANAGER'S REPORT

11. CALL TO THE PUBLIC


12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

13. 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 AUGUST 14, 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: August 19, 2019 DEPARTMENT: Mayor and Council STAFF PRESENTER: Mayor Walter and Councilmember Cordes SUBJECT: PB&J Drive		<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:

Results of the 2019 Florence Peanut Butter and Jelly Challenge.

BACKGROUND/DISCUSSION:

The purpose of the Peanut Butter and Jelly (PB&J) Drive is to help combat food insecurity in our youth populations. One in five children across Arizona come from a food-insecure household, in Pinal County that statistic is one in four.

The Florence PB&J Drive is a partnership with the United Way of Pinal County (UWPC), Florence Unified School District, Florence Chamber of Commerce, the Town of Florence and public/private partners and community members. These entities collected PB&J for three weeks. The Drive ends on Monday, August 19, 2019.

The PB&J Drive started in 2018 in Apache Junction. They collected 260 jars of PB&J in 2018 and in 840 jars in 2019. After announcing the 2019 number, Casa Grande Elementary School District participated in a drive and collected 2100 jars.

At the July 1, 2019 Council Meeting, the Town Council challenged Florence Unified School District and the Florence business community to create a PB&J Drive with a goal of 2500 jars.

The community who brings in the most PB&J will be the winner of the 2019 UWPC Golden Sandwich Trophy. The Traveling Trophy is passed on to the community who collects the most PB&J for that year.

Numbers will be announced at the August 19, 2019 Town Council Meeting.

A VOTE OF NO WOULD MEAN:

Information only

A VOTE OF YES WOULD MEAN:

Information only

FINANCIAL IMPACT:

None

ATTACHMENTS:

None



PB n J DRIVE

Starting July 29th through August 19th

**Did you know that 1 in 4 kids
in Pinal County come from
a food insecure household?**


We are collecting jars of Peanut Butter
and Jelly for the FUSD Weekend
Backpack Program



ACCEPTTING DONATIONS:

Florence Chamber - Townhall - Library - All FUSD Schools & District Office
Anthem Safeway - Anthem Community Centers



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, P.E. Director of Public Works SUBJECT: Arizona Department of Environmental Quality (ADEQ) Consumer Confidence Report.		<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 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:

Presentation on the Arizona Department of Environmental Quality (ADEQ) Consumer Confidence Report.

BACKGROUND/DISCUSSION:

The presentation will discuss the Consumer Confidence Report (CCR) Rule that requires all community water systems (Town of Florence) to prepare and distribute a brief annual water quality report summarizing information regarding source water, detecting contaminants, compliance and education materials.

The rule is intended to protect public health by providing educational materials to inform consumers about potential health risks pertaining to the quality, treatment and management of their drinking water.

To help the CCR, the Town staff consults with the Arizona Department of Environmental Quality. The annual requirements are;

1. By July 1st – Distribution of CCR to customers and state or local primary agency for report covering January 1 to December 31 of the previous calendar year.
2. By October 1st – the Town must submit proof of distribution to state and local primacy agency.
3. The Town must post its current year’s report on a publicly accessible site on the Internet.

4. The Town must make copies of the report available upon request.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

- Power Point Presentation
- 2018 Town of Florence CCR

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) CONSUMER CONFIDENCE REPORT (CCR)



Town of Florence

Public Works Department

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

ADEQ stands for the Arizona Department of Environmental Quality. Our mission is to protect and enhance public health and the environment in Arizona. To achieve this, we administer the state's environmental laws and delegated federal programs to prevent air, water and land pollution and ensure cleanup.

- Under the Environmental Quality Act of 1986, the Arizona State Legislature created ADEQ in 1987 as the state's cabinet-level environmental agency. ADEQ is composed of three environmental programs: Air Quality, Water Quality and Waste, with functional units responsible for technical, operational and policy support.
- ADEQ carries out several core functions: planning, permitting, compliance management, monitoring, assessment, cleanups and outreach.



CONSUMER CONFIDENCE REPORT (CCR)

- The Consumer Confidence Report (CCR) Rule requires all community water systems (CWSs) to prepare and distribute a brief annual water quality report summarizing information regarding source water, detected contaminants, compliance and educational materials
- The rule is intended to protect public health by providing educational materials to inform consumer about potential health risks pertaining to the quality, treatment and management of their drinking water supply
- July 1 - Town must distribute the CCR to customers and state agency covering January 1 to December 31 of the previous calendar year
- October 1 – Town must submit proof of distribution to state
- A CWS serving 100,000 or more persons must also post its current year's report on a publicly accessible site on the Internet
- All CWSs must make copies of the report available upon request



PUBLIC HEALTH BENEFITS

- Increased consumer knowledge of drinking water sources, quality, susceptibility to contamination, treatment, and drinking water supply management.
- Increased awareness of consumers to potential health risks so they may make informed decisions to reduce those risks, including taking steps toward protecting their water supply.
- Increased dialogue between drinking water utilities and consumers to increase understanding of the value of drinking water and water supply services and to facilitate consumer participation in decisions that affect public health



CONTENT REQUIREMENTS OF A CCR

- Item 1: Water System Information
- Item 2: Source(s) of Water
- Item 3: Definitions
- Item 4: Detected Contaminants
- Item 5: Information on Monitoring for *Cryptosporidium*, Radon, and Other Contaminants (if detected)
- Item 6: Compliance with Other Drinking Water Regulations
- Item 7: Variances and Exemptions (if applicable)
- Item 8: Required Educational Information



TOWN OF FLORENCE 2018 CONSUMER CONFIDENCE REPORT



Consumer Confidence Report PWS ID: AZ04-11017
June 2019





We are pleased to present the Town of Florence Annual Consumer Confidence Report. You are receiving this report as one of the lucky people who call Florence home. Through decades of planning, strategic action and sustainable practices, the Town of Florence has positioned our access to water supplies for many years to come. The Town of Florence has inspectors, technicians, engineers and water treatment specialists that work diligently to keep our water system performing properly ensuring the safety of your drinking water.

We are confident that the information in this report will shed some light not only on the quality of your drinking water, but the value of water and how much effort and dedication goes into providing you this precious resource.

What is a water quality report?



The Environmental Protection Agency (EPA) created the Safe Drinking Water Act (SDWA) in 1974 as a set of regulations to ensure water quality across the country. The SDWA requires that an annual water quality report, or Consumer Confidence Report, be created and distributed to all water customers to provide them with details about where their water comes from, and what it contains, and how it compares to the nationwide standards created by regulatory agencies. This report acts as a snapshot for water quality in the Town of Florence from Jan - Dec 2018.



Source Water Information



Sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells, depending on the location. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.



The source of drinking water for Florence is groundwater. This water is pumped from the Town's four drinking water wells; No. 1 (55-010432), No. 3 (55-215446), No. 4 (55-010533) and No. 5 (55-010534) directly into the distribution system and provides a consecutive connection source of water.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Based on the information currently available on the hydrogeologic settings and the adjacent land uses that are in the specified proximity of the drinking water source(s) of this public water system, the Arizona Department of Environmental Quality (ADEQ) has given a High risk designation for the degree to which this public water system drinking water source(s) are protected. A designation of High risk indicates there may be additional source water protection measures which can be implemented on the local level. This does not imply that the source water is contaminated nor does it mean that contamination is imminent. Rather, it simply states that land use activities or hydrogeologic conditions exist that make the source water susceptible to possible future contamination.



Further source water assessment documentation can be obtained by contacting ADEQ.



Why are there contaminants in my drinking water?

Contamination can come from many sources.

Microbial contaminants, such as viruses and bacteria may come from sewage treatment plants, septic systems, agricultural livestock, livestock operations and wildlife.

Pesticides and herbicides that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.

Inorganic contaminants, such as salts and metals, can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil/gas production, mining or farming.

Organic chemical contaminants, including synthetic and volatile organic chemicals, are byproducts of industrial processes and petroleum production and may come from gas stations, urban stormwater runoff and/or septic systems.

Radioactive contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.

Are some people more vulnerable to water quality contamination?

Some people may be more vulnerable to contaminants in drinking water than the general population. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at (800) 426-4791.

Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S.

Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and microbiological contaminants, call the EPA Safe Drinking Water Hotline at 1-800-426-4791.



Information about Arsenic

If arsenic is less than or equal to the Maximum Contaminant Level (MCL), your drinking water meets EPA's standards. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.



Information about Nitrate

Nitrate in drinking water at levels above 10 parts per million (ppm) is a health risk for infants of less than six months of age. "High nitrate levels in drinking water can cause blue baby syndrome." Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant and detected nitrate levels above 5 ppm, you should ask advice from your health care provider.





Have questions about the CCR?

We want our valued customers to be informed about their water quality. If you want to learn more about public participation or to attend any of our regularly scheduled meetings, please contact Tim Wainscott, Water Superintendent at 520-868-7619 for additional opportunity and meeting dates and time.

Information about Lead

Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Florence Water Company is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using the water for drinking or cooking. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.



DEFINITIONS

AL = Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements.

Level 1 Assessment: A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria was present.

Level 2 Assessment: A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation occurred and/or why total coliform bacteria was present.

MCL = Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water.

MCLG = Maximum Contaminant Level Goal – The level of contaminant in drinking water below which there is no known or expected risk to health.

MFI = Million Fibers per Liter

MRO = Maximum Residual Disinfectant Level. The level of disinfectant added for water treatment that may not be exceeded at the consumer's tap.

MROG = Maximum Residual Disinfectant Level Goal. The level of disinfectant added for treatment at which no known or anticipated adverse effect on health of persons would occur.

MREAV = Millirems per year: A measure of radiation absorbed by the body.

ML = Minimum Reporting Limit: The smallest measured concentration of a substance that can be reliably measured by a given analytical method.

NA = Not Applicable: Sampling was not completed by regulation or was not required.

NTU = Nephelometric Turbidity Units: A measure of water clarity.

PCRA = Picocuries per Liter: A measure of the radioactivity in water.

PPL = Parts per Million or Milligrams per Liter (mg/L).

PPH = Parts per Billion or Micrograms per Liter (µg/L).

PPT = Parts per Trillion or Nanograms per Liter.

PPQ = Parts per Quadrillion, or Picograms per Liter.





WATER QUALITY DATA:

Microbiological (RTCR)	TT Violation Y or N	Number of Positive Samples	Positive Sample(s) Month & Year	MCL	MCLG	Likely Source of Contamination
E. Coli	N	0	0	0	0	Human and animal fecal waste
Disinfectants	MCL Violation Y or N	Running Annual Average (RAA)	Range of All Samples (Low-High)	MRDL	MRDLG	Sample Month & Year Likely Source of Contamination
Chlorine/Chloramine (ppm)	N	1.0 ppm	1.0 - 1.0 ppm	4	4	2018 Water addition inside watered meters
Disinfection By-Products	MCL Violation Y or N	Running Annual Average (RAA) (2L Highest Level Detected)	Range of All Samples (Low-High)	MCL	MCLG	Sample Month & Year Likely Source of Contamination
Halocetic Acids (HAA5) (ppm)	N	2.0 ppm	2.1 - 2.7 ppm	80	N/A	2018 Dependent of existing water distribution
Total Trihalomethanes (THM5) (ppm)	N	10.0 ppm	10.0 - 10.7 ppm	80	N/A	2018 Dependent of existing water distribution
Lead & Copper	MCL Violation Y or N	90 th Percentile	Number of Samples Exceeds MCL	AL	ALG	Sample Month & Year Likely Source of Contamination
Copper (ppm)	N	0.2 ppm	0	1.3	1.3	2018 Corrosion of household plumbing system; presence of natural deposits
Lead (ppm)	N	0 ppm	0	0	0	2018 Corrosion of household plumbing system; presence of natural deposits
Radionuclides	MCL Violation Y or N	Running Annual Average (RAA) (2L Highest Level Detected)	Range of All Samples (Low-High)	MCL	MCLG	Sample Month & Year Likely Source of Contamination
Alpha Emitters (pCi/L)	N	3.0 pCi/L	3.0 - 3.0 pCi/L	15	0	2018 Erosion of natural deposits
Inorganic Chemicals (DOC)	MCL Violation Y or N	Running Annual Average (RAA) (2L Highest Level Detected)	Range of All Samples (Low-High)	MCL	MCLG	Sample Month & Year Likely Source of Contamination
Arsenic (ppm)	N	3.6 ppm	2.2 - 3.6 ppm	10	0	2012 Erosion of natural deposits, small farm activities, small farm glues and chemicals production wastes
Borates (ppm)	N	0.0048 ppm	0.0016-0.0048 ppm	2	2	2012 Discharge of milling wastes, discharge from metal refineries, Erosion of natural deposits
Chromium (ppm)	N	3.6 ppm	1.5 - 3.6 ppm	100	100	2012 Discharge from steel and pulp mills Erosion of natural deposits
Fluoride (ppm)	N	1.0 ppm	.87 - 1.0 ppm	4	4	2012 Erosion of natural deposits, water addition which promotes leaching, leaching discharge from fields or soil aluminum fertilizers
Nitrate (ppm)	N	10.0 ppm	2.3 - 10.0 ppm	10	10	2018 Nitrate from fertilizer use/building farm crops, leech, seepage erosion of natural deposits

Violations Summary for MCL, MRDL, AL, TT, or Monitoring & Reporting Requirements			
Violation Type	Explanation, Health Effects	Time Period	Corrective Actions
Reporting failure	Late reporting for residual disinfection level samples reported 4/15/2018.	1 st Quarter 2018	Late reporting violation was returned to compliance on 4/20/2018

Assessments for the Revised Total Coliform Rule (RTCR)

Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system. If coliforms are found, then the system is responsible to look for potential problems in water treatment or distribution. When this occurs, the water system is required to conduct assessment(s) to identify problems and to correct any problems that were found during these assessments.

During the past year, we were required to conduct 1 Level 1 assessment(s). 1 Level 1 assessment(s) was completed, we were required to take no corrective actions.

Giardia are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Human pathogens in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a greater health risk for infants, young children, the elderly, and people with severely compromised immune systems. If E. coli bacteria is found, the water system is required to look for potential problems in water treatment or distribution. When this occurs, we are required to conduct assessment(s) to identify problems and to correct any problems that were found during these assessments.

During the past year, we were required to conduct 1 Level 1 assessment(s). 1 Level 1 assessment(s) was completed, we were required to take no corrective actions.



Water Conservation Guide

WATER WISDOM

MATCH THE WATER-SAVING TIP TO THE AMOUNT OF WATER SAVED



1. Use a hose nozzle and turn off the water while you wash your car or bike and save this much water.



2. You save this much water if you time your shower to keep it under 5 minutes.



3. If you turn off the shower while you shampoo, how many gallons will you save?



4. Turn off the water while you brush your teeth and you'll keep this much water from going down the drain.



5. Use a broom instead of a hose to wash off driveways and sidewalks and save this much water.

A. About 70 gallons a week

B. Up to 90 gallons each day

C. 4 gallons each week

D. About 100 gallons

E. Up to 1000 gallons a week

www.townofflorence.com

FIND ALL THESE EASY WAYS TO SAVE WATER

S	R	E	L	K	N	I	R	P	S	T	S	U	J	D	A
T	U	Q	A	Z	B	Y	R	F	C	N	K	I	O	L	M
N	I	S	H	O	R	T	S	H	O	W	E	R	S	N	P
A	B	X	E	T	G	C	E	A	L	Z	L	I	J	M	K
L	Q	Z	U	M	B	A	O	V	L	P	Z	Y	I	V	S
P	X	Z	J	I	U	M	Y	U	E	Q	Z	E	S	K	K
E	U	B	V	M	X	L	J	M	C	C	O	V	X	E	A
V	Z	O	K	O	A	U	C	R	T	W	N	P	L	M	E
I	U	N	R	O	E	X	W	H	R	L	E	P	J	C	L
T	I	M	E	R	S	W	E	P	A	C	S	I	R	E	X
A	A	B	C	B	Z	T	E	P	I	C	O	I	R	E	I
N	V	E	P	I	U	H	V	J	N	L	H	O	X	E	F
X	M	W	A	T	E	R	D	E	E	P	L	Y	R	I	S

- HOSE NOZZLE
- SHORT SHOWERS
- BROOM
- FIX LEAKS
- NATIVE PLANTS
- COLLECT RAIN
- TIMER
- WATER DEEPLY
- ADJUST SPRINKLERS
- USE MULCH
- XERISCAPE



Simple Steps to **SAVE WATER** Outdoors & In



TEST WITH TRACKS

Water your lawn and landscape only when it is actually needed, such as when footprints are left when you walk across the grass.

AVOID BUZZ CUTS

Get your grass at the highest recommended height for your turf species or the highest setting on your lawn mower. Cut no more than one-third of the grass length at one time to encourage grass roots to grow deeper.



SPRINKLE WITH CARE

Apply moderate amounts of water to create a healthy, drought and stress-tolerant lawn. For most Arizona soils, applying no more than three-quarters of an inch of water per application is enough to rehydrate the grass. Use spray heads designed for planting beds. Position the sprinkler so that you water only the lawn and shrubs, not paved areas.



OUTDOORS



PLANT FRIENDLY LAWNS

Plant native or drought-tolerant vegetation that thrives in the native soil and local weather conditions. Go native, and resist the urge to water it and just let it go brown during the dry season. It will come back, as nature intended, when the rains come.



FERTILIZE RESPONSIBLY

Excessive nutrients flowing into our waterways do not only come from big industry or agriculture. The use of fertilizer and pesticides on our yards results in pollutants contaminating the waterways in our moderate runoff when it rains. Residents are encouraged not to use fertilizers or pesticides during the warmer months and to use them in the correct amounts during other times of the year.

INDOORS



COLOR YOUR WATER

Detect a leaking toilet by adding a few drops of food coloring to the tank. If the tank is leaking, color will appear in the bowl within 30 minutes. Replace the bad parts or consider upgrading to water-efficient toilets. Avoid flushing the toilet unnecessarily. Dispose of tissues, herbs and other such waste in a trash can rather than in the toilet.

NOZZLE THE NOSE OF YOUR HOSE

Equip hoses with automatic shut-off nozzles for car washing, hand watering, etc.



CHECK YOUR WATER METER

Check for leaking pipes by reading your meter before and after a one-hour period when no water is being used. If the readings are different, you have a leak.



TURN IT OFF

Turn off the water while brushing your teeth or shaving.



TIME YOUR SHOWERS

By timing your showers to keep them under five minutes and installing low-flow shower heads, you can save water. The older the shower head, the more water it uses. New low-flow shower heads use only 2 gallons of water per minute or less. Older fixtures use as much as 5 gallons per minute.



LOAD IT UP

Set clothes washing machines that have variable settings for water volume at the minimum amount required per load. If load size cannot be set, operate the washer with full loads only.



CONTACT US

Arizona Department of Environmental Quality
Drinking Water Unit – Holli LaBrie
1110 W. Washington Street, MC 5415B-2
Phoenix, AZ 85007
(602) 771-4866
LaBrie.Holli@azdeq.gov

Town of Florence
Timm Wainscott, Utilities Superintendent
425 E Ruggles Street
Florence, AZ 85132
(520) 868-7619
tim.wainscott@florenceaz.gov
For an appointment please email susan.jonas@florenceaz.gov



QUESTIONS





ANNUAL WATER QUALITY REPORT

WATER TESTING
PERFORMED IN 2018



Presented By
the
Town of Florence



We are pleased to present the Town of Florence Annual Consumer Confidence Report. You are receiving this report as one of the lucky people who call Florence home. Through decades of planning, strategic action and sustainable practices, the Town of Florence is positioned our access of water supplies for many years to come. The Town of Florence has inspectors, technicians, engineers and water treatment specialists that work diligently to keep our water system performing properly ensuring the safety of your drinking water.

We are confident that the information in this report will shed some light not only on the quality of your drinking water, but the value of water and how much effort and dedication goes into providing you this precious resource.

What is a water quality report?

The environmental Protection Agency (EPA) created the Safe Drinking Water Act (SDWA) in 1974 as a set of regulations to ensure water quality across the country. The SDWA requires that an annual water quality report, or Consumer Confidence Report, be created and distributed to all water customers to provide them with details about where their water comes from, and what it contains, and how it compares to the nation-wide standards created by regulatory agencies. This report acts as a snapshot for water quality in the Town of Florence from Jan - Dec 2018.



Source Water Information

Sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells, depending on the location. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.



The source of drinking water for Florence is groundwater. This water is pumped from the Town's four drinking water wells; No. 1 (55-610432), No. 3 (55-215446), No. 4 (55-619533) and No. 5 (55-619534) directly into the distribution system and provides a consecutive connection source of water.



In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Based on the information currently available on the hydrogeologic settings and the adjacent land uses that are in the specified proximity of the drinking water source(s) of this public water system, the Arizona Department of Environmental Quality (ADEQ) has given a high risk designation for the degree to which this public water system drinking water source(s) are protected. A designation of high risk indicates there may be additional source water protection measures which can be implemented on the local level. This does not imply that the source water is contaminated nor does it mean that contamination is imminent. Rather, it simply states that land use activities or hydrogeologic conditions exist that make the source water susceptible to possible future contamination.



Further source water assessment documentation can be obtained by contacting ADEQ.



Why are there contaminants in my drinking water?

Contamination can come from many sources.

Microbial contaminants, such as viruses and bacteria may come from sewage treatment plants, septic systems, agricultural livestock, livestock operations and wildlife.

Pesticides and herbicides that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.

Inorganic contaminants, such as salts and metals, can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil / gas production, mining or farming.

Organic chemical contaminants, including synthetic and volatile organic chemicals, are byproducts of industrial processes and petroleum production and may come from gas stations, urban stormwater runoff and/or septic systems.

Radioactive contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.



Are some people more vulnerable to water quality contamination?

Some people may be more vulnerable to contaminants in drinking water than the general population. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at (800) 426 - 4791.

Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV-AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S.

Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and microbiological contaminants, call the *EPA Safe Drinking Water Hotline* at 1-800-426-4791.



Information about Arsenic

If arsenic is less than or equal to the Maximum Contaminant Level (MCL), your drinking water meets EPA's standards. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.



Information about Nitrate

Nitrate in drinking water at levels above 10 parts per million (ppm) is a health risk for infants of less than six months of age. "High nitrate levels in drinking water can cause blue baby syndrome." Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant and detected nitrate levels above 5 ppm, you should ask advice from your health care provider.



Have questions about the CCR?

We want our valued customers to be informed about their water quality. If you want to learn more about public participation or to attend any of our regularly scheduled meetings, please contact Timm Wainscott, Water Superintendent at 520-868-7619 for additional opportunity and meeting dates and time.

Information about Lead

Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Florence Water Company is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using the water for drinking or cooking. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/sfewater/lead.



DEFINITIONS

AL = Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements.

Level 1 Assessment: A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria was present.

Level 2 Assessment: A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation occurred and/or why total coliform bacteria was present.

MCL = Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water.

MCLG = Maximum Contaminant Level Goal – The level of contaminant in drinking water below which there is no known or expected risk to health.

MFL = Million Fibers per Liter

MRDL = Maximum Residual Disinfectant Level. The level of disinfectant added for water treatment that may not be exceeded at the consumer's tap.

MRDLG = Maximum Residual Disinfectant Level Goal. The level of disinfectant added for treatment at which no known or anticipated adverse effect on health of persons would occur.

MREM = Millirems per year: A measure of radiation absorbed by the body.

MRL=Minimum Reporting Limit: The smallest measured concentration of a substance that can be reliably measured by a given analytical method.

NA = Not Applicable: Sampling was not completed by regulation or was not required.

NTU = Nephelometric Turbidity Units: A measure of water clarity.

PCi/L = Picocuries per Liter: A measure of the radioactivity in water.

PPM = Parts per Million or Milligrams per liter (mg/L).

PPB = Parts per Billion or Mircograms per liter (pg/L).

PPT = Parts per Trillion or Nanograms per liter.

PPQ = Parts per Quadrillion or Picograms per liter.





WATER QUALITY DATA:

Microbiological (RTCR)	TT Violation Y or N	Number of Positive Samples	Positive Sample(s) Month & Year	MCL	MCLG	Likely Source of Contamination	
E. Coli	N	0	0	0	0	Human and animal fecal waste	
Disinfectants	MCL Violation Y or N	Running Annual Average (RAA)	Range of All Samples (Low-High)	MRDL	MRDLG	Sample Month & Year	Likely Source of Contamination
Chlorine/Chloramine (ppm)	N	1.0 ppm	1.0 – 1.0 ppm	4	4	2018	Water additive used to control microbes
Disinfection By-Products	MCL Violation Y or N	Running Annual Average (RAA) OR Highest Level Detected	Range of All Samples (Low-High)	MCL	MCLG	Sample Month & Year	Likely Source of Contamination
Haloacetic Acids (HAA5) (ppb)	N	2.0 ppb	2.1 – 2.2 ppb	60	N/A	2018	By-product of drinking water disinfection
Total Trihalomethanes (TTHM) (ppb)	N	19.0 ppb	10.0 – 19.2 ppb	80	N/A	2018	By-product of drinking water disinfection
Lead & Copper	MCL Violation Y or N	90 th Percentile	Number of Samples Exceeds AL	AL	ALG	Sample Month & Year	Likely Source of Contamination
Copper (ppm)	N	0.2 ppm	0	1.3	1.3	2018	Corrosion of household plumbing systems; erosion of natural deposits
Lead (ppb)	N	.0 ppb	0	0	0	2018	Corrosion of household plumbing systems; erosion of natural deposits
Radionuclides	MCL Violation Y or N	Running Annual Average (RAA) OR Highest Level Detected	Range of All Samples (Low-High)	MCL	MCLG	Sample Month & Year	Likely Source of Contamination
Alpha Emitters (pCi/L)	N	3.0 pCi/L	3.0 – 3.0 pCi/L	15	0	2018	Erosion of natural deposits
Inorganic Chemicals (IOC)	MCL Violation Y or N	Running Annual Average (RAA) OR Highest Level Detected	Range of All Samples (Low-High)	MCL	MCLG	Sample Month & Year	Likely Source of Contamination
Arsenic ¹ (ppb)	N	3.6 ppb	2.2 – 3.6 ppb	10	0	2012	Erosion of natural deposits, runoff from orchards, runoff from glass and electronics production wastes
Barium (ppm)	N	0.0048 ppm	0.0026-0.0048 ppm	2	2	2012	Discharge of drilling wastes; discharge from metal refineries; Erosion of natural deposits
Chromium (ppb)	N	3.6 ppb	1.5 – 3.6 ppb	100	100	2012	Discharge from steel and pulp mills; Erosion of natural deposits
Fluoride (ppm)	N	1.0 ppm	.67 – 1.0 ppm	4	4	2012	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (ppm)	N	10.0 ppm	2.3 – 10.0 ppm	10	10	2018	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

Violation Summary (for MCL, MRDL, AL, TT, or Monitoring & Reporting Requirement)

Violation Type	Explanation, Health Effects	Time Period	Corrective Actions
Reporting failure	Late reporting for residual disinfection level samples, reported 4/11/2019.	1 st Quarter 2018	Late reporting violation was returned to compliance on 4/12/2019

Assessments for the Revised Total Coliform Rule (RTCR)

Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system. If coliform is found, then the system is responsible to look for potential problems in water treatment or distribution. When this occurs, the water system is required to conduct assessment(s) to identify problems and to correct any problems that were found during these assessments.

During the past year, we were required to conduct 1 Level 1 assessment(s). 1 Level 1 assessment(s) was completed, we were required to take no corrective actions.

E.coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Human pathogens in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a greater health risk for infants, young children, the elderly, and people with severely compromised immune systems. If E. coli bacteria is found, the water system is required to look for potential problems in water treatment or distribution. When this occurs, we are required to conduct assessment(s) to identify problems and to correct any problems that were found during these assessments.

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Water Conservation Guide

WATER WISDOM

MATCH THE WATER-SAVING TIP TO THE AMOUNT OF WATER SAVED

1. Use a hose nozzle and turn off the water while you wash your car or bike and save this much water.

2. You'll save this much water if you time your shower to keep it under 5 minutes.

3. If you turn off the shower while you shampoo, how many gallons will you save?

4. Turn off the water while you brush your teeth and you'll keep this much water from going down the drain.

5. Use a broom instead of a hose to wash off driveways and sidewalks and save this much water.

A. MORE THAN 50 GALLONS A WEEK.

B. UP TO 80 GALLONS EVERY TIME.

C. 4 GALLONS EVERY MINUTE.

D. MORE THAN 100 GALLONS.

E. UP TO 1000 GALLONS A MONTH.

Answers 1)D 2)E 3)A 4)C 5)B

FIND ALL THESE EASY WAYS TO SAVE WATER

S	R	E	L	K	N	I	R	P	S	T	S	U	J	D	A
T	U	Q	A	Z	B	Y	R	F	C	N	K	I	O	L	M
N	I	S	H	O	R	T	S	H	O	W	E	R	S	N	P
A	B	X	E	T	G	C	E	A	L	Z	L	I	J	M	K
L	Q	Z	U	M	B	A	O	V	L	P	Z	Y	I	V	S
P	X	Z	J	I	U	M	Y	U	E	Q	Z	E	S	K	K
E	U	B	V	M	X	L	J	M	C	C	O	V	X	E	A
V	Z	O	K	O	A	U	C	R	T	W	N	P	L	M	E
I	U	N	R	O	E	X	W	H	R	L	E	P	J	C	L
T	I	M	E	R	S	W	E	P	A	C	S	I	R	E	X
A	A	B	C	B	Z	T	E	P	I	C	O	I	R	E	I
N	V	E	P	I	U	H	V	J	N	L	H	O	X	E	F
X	M	W	A	T	E	R	D	E	E	P	L	Y	R	I	S

- HOSE NOZZLE
- SHORT SHOWERS
- BROOM
- FIX LEAKS
- NATIVE PLANTS
- COLLECT RAIN
- TIMER
- WATER DEEPLY
- ADJUST SPRINKLERS
- USE MULCH
- XERISCAPE

Simple Steps to SAVE WATER

Outdoors & In



TEST WITH TRACKS

Water your lawn and landscape only when it is actually needed, such as when footprints are left when you walk across the grass.

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Apply moderate amounts of water to create a healthy, drought and stress-tolerant lawn. For most Arizona soils, applying no more than three-quarters of an inch of water per application is enough to revitalize the grass. Use spray heads designed for planting beds. Position the sprinkler so that you water only the lawn and shrubs, not paved areas.



OUTDOORS



PLANT FRIENDLY LAWNS

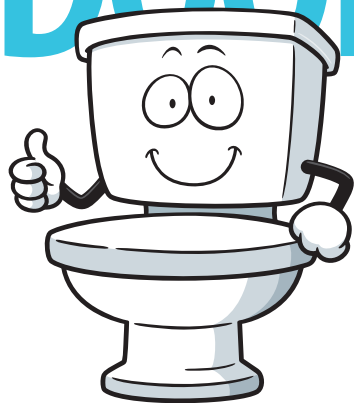
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INDOORS



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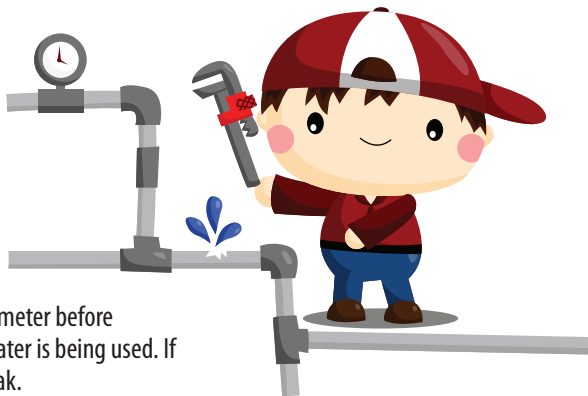


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**Town of Florence
Public Works Department
Water Division
P.O. Box 2670
Florence, AZ 85132**

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: August 19, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer, Community Development Director SUBJECT: Resolution No. 1712-19: Final Plat for Anthem at Merrill Ranch Unit 41		<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 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. 1712-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 41; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Franklin 643, LLC requests affirmation of the unrecorded Final Plat Anthem at Merrill Ranch (AMR) Unit 41, a proposed subdivision located within the AMR Planned Unit Development (PUD). This area will be part of the Parkside of the AMR community. This request originates from a potential purchase of Unit 41 by a new builder who wishes to construct homes in Anthem at Merrill Ranch. There are no changes to the Final Plat that was approved by the Florence Town Council February 5, 2018, by Resolution No. 1653-18.

There are 55 single-family residential lots proposed for this 15.25 +/- acre subdivision. The resultant density for this unit will be 3.60 dwelling units per acre. Should the Town Council approve the three AMR Final Plats on this agenda (AMR Units 41, 43, and 45), the resultant overall density for AMR based on Final Plat approvals will be 3.2 dwelling units per acre. The PUD zoning permits an overall single-family residential density of 3.5 dwelling units per acre for the overall AMR development.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat Extension for AMR Unit 41 was approved by the Planning and Zoning Commission on April 20, 2017. 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. The Town Council initially approved the Final Plat on February 5, 2018.

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 41 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Franklin 643, LLC. will construct the roadways and infrastructure 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. 1712-19
Compatibility Map
Final Plat for Anthem at Merrill Ranch Unit 41

RESOLUTION NO. 1712-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 41; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 41 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat Extension for Anthem at Merrill Ranch Unit 41 was approved by the Planning and Zoning Commission on April 20, 2017; and

WHEREAS, the Final Plat for Anthem at Merrill Ranch Unit 41 was previously approved by the Town Council on February 5, 2018 by Resolution No. 1653-18.

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

1. Affirm the approval of the Final Plat for Anthem at Merrill Ranch Unit 41 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 19th day of August 2019.

Tara Walter, Mayor

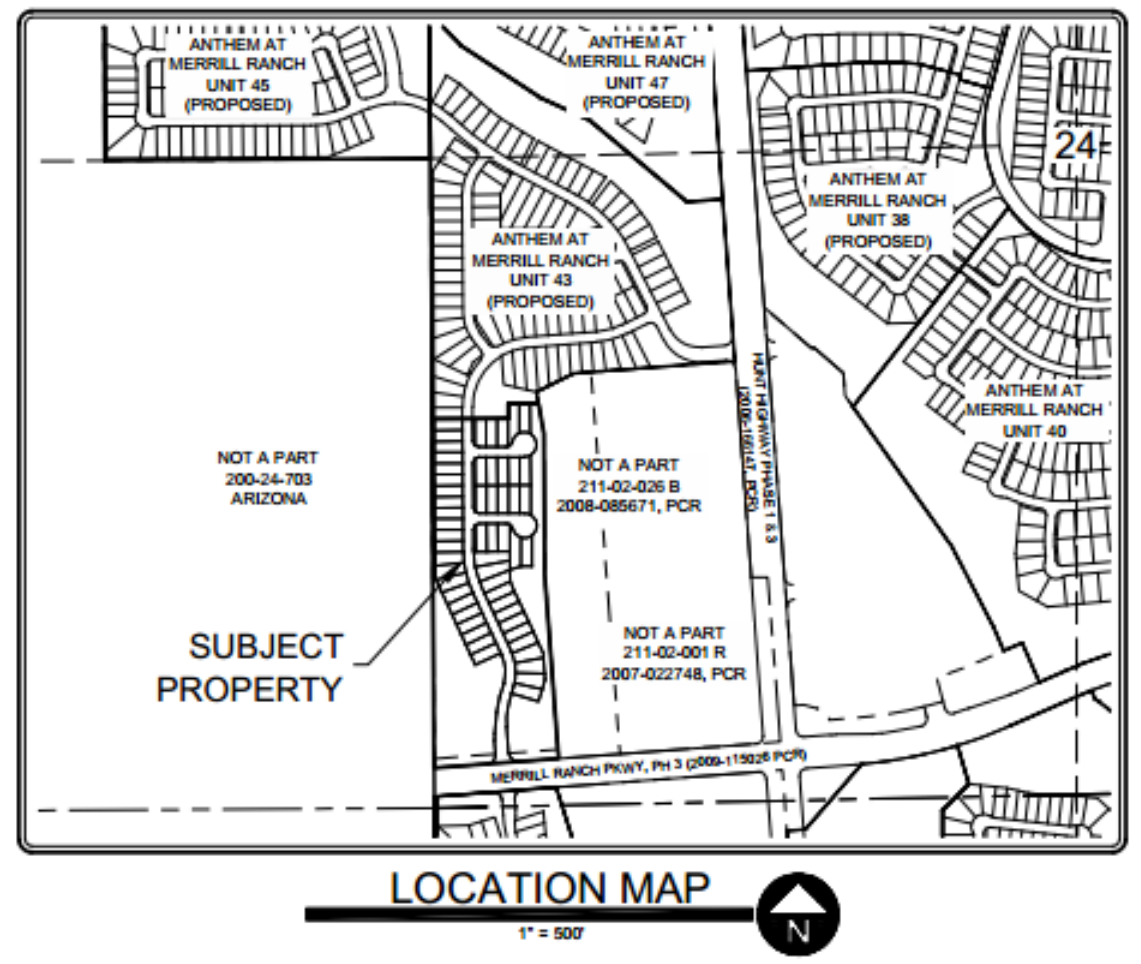
ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

AMR Unit 41



FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 41 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24,
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:

FRANKLIN 643, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 41, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, 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 GIVES 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 THEREIN; 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 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 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:

FRANKLIN 643, LLC, 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____.

FRANKLIN 643, LLC, AN ARIZONA LIMITED LIABILITY COMPANY;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

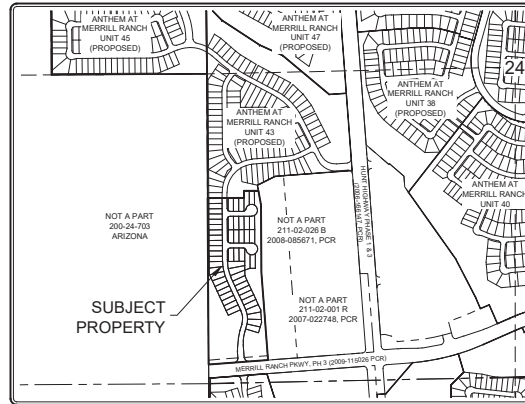
WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

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 HERETO AS HERINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BELIEVE A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2006, 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 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

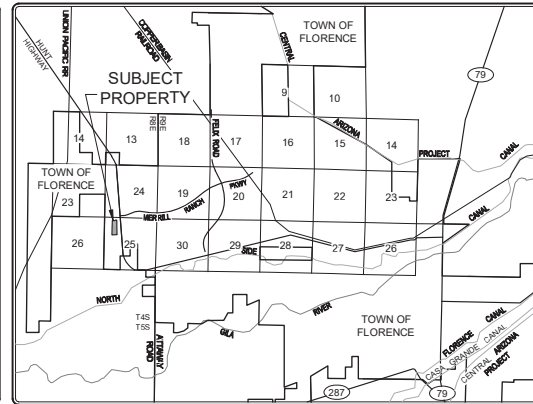
SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 41 LAYOUT
4	UNIT 41 LAYOUT
5	UNIT 41 DOT DETAILS

TRACT AREA TABLE

TRACT	AREA (AC)	USAGE
TRACT A	3.4100	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT B	2.9309	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT C	0.0196	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT D	0.0423	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT E	0.0211	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE

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 WILL BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAILS) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 5 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) 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 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 41 LIES WITHIN FLOOD ZONE X, PER FEMA FIRM PANEL 875 OF 2575, MAP NUMBER 0402100875E, DECEMBER 4, 2007.



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 24, (THE SOUTHWEST CORNER BEING A 3' GLO BRASS CAP, FOUND AND THE WEST QUARTER CORNER BEING A 3' GLO BRASS CAP, FOUND), TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N00°22'08"W, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2638.19'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 41 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 THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No. _____ AREA (AC) USAGE
DKT 375, Pg 572, PCR 1.0729 COUNTY RIGHT-OF-WAY SW 1/4 SEC 24, T4S, R8E

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
FRANKLIN 643, LLC
5013 E. WASHINGTON ST. STE. 100
PHOENIX, AZ 85034
602.224.4503

SURVEYOR
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	15.2579 ACRES
OPEN SPACE	6.2939 ACRES
RIGHT-OF-WAY AREA	2.1590 ACRES
NET AREA	13.0989 ACRES
TOTAL LOTS	55
PROPOSED DENSITY	3.6047 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	ARIZONA PUBLIC SERVICE (APS)
ELECTRIC	CENTURYLINK
TELEPHONE	TOWN OF FLORENCE
SOLID WASTE DISPOSAL	COX/CENTURYLINK
CABLE	TOWN OF FLORENCE
POLICE	POLICE DEPARTMENT
FIRE	TOWN OF FLORENCE
SCHOOLS	FLORENCE UNIFIED 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	JUNE 24, 2010
DESIGNED BY	KMO
DRAWN BY	ETS
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

FRANKLIN 643, LLC ANTHEM AT MERRILL RANCH FINAL PLAT UNIT 41

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 4 SOUTH, RANGE 8 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 41
COVER SHEET
SHEET 1 OF 5

BY: J.W. WEEKS, R.L.S. REGISTERED PROFESSIONAL SURVEYOR, No. 2200, State of Arizona, Commission Expires 12/31/2011

VERSION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (FOUND, 3" GLO BRASS CAP) OF SAID SECTION 24, FROM WHICH POINT THE WEST QUARTER CORNER (FOUND, 3" GLO BRASS CAP) OF SAID SECTION 24 BEARS NORTH 00 DEGREES 22 MINUTES 08 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2638.19 FEET AND FROM WHICH POINT THE SOUTH QUARTER CORNER (FOUND, 3" GLO BRASS CAP) OF SAID SECTION 24 BEARS NORTH 88 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 2611.46 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 162.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 1417.37 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS EAST, A DISTANCE OF 124.50 FEET;

THENCE SOUTH 10 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 122.05 FEET;

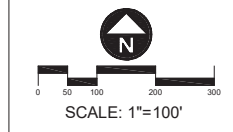
THENCE SOUTH 00 DEGREES 22 MINUTES 08 SECONDS EAST, A DISTANCE OF 574.02 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 09 SECONDS EAST, A DISTANCE OF 749.83 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 51 SECONDS WEST, A DISTANCE OF 507.86 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15.2579 ACRES MORE OR LESS.

WEST QUARTER CORNER SECTION 24
3" GLO BRASS CAP FOUND



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)
- 2" BRASS & CAP, PLS 21095, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- AT BOUNDARY PROPERTY LINE
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRES
- (AL) ALUMINUM CAP
- (B) BRASS CAP
- (BK) BOOK
- (BOD) BASIS OF BEARING
- (CMU) CONCRETE MASONRY UNIT
- (DK) SOCKET
- (FND) FOUND MONUMENT
- (GLO) GENERAL LAND OFFICE LAND SURVEYORS REGISTRATION No.
- (L) LINE
- (LS) MEASURED 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
- (PUB) PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- (R #) RANGE LINE No. EAST
- (RB) RADIAL BEARING
- (ROW) RIGHT OF WAY
- (SEC) SECTION No.
- (SDE) STORM DRAIN EASEMENT
- (SL) SLIDE
- (SSE) SANITARY SEWER EASEMENT
- (SD) SIGHT DISTANCE TRIANGLE
- (T #) TOWNSHIP LINE No. SOUTH
- (TOP) UNOBSTRUCTED VIEW TRIANGLE
- (V) VEHICULAR NON-ACCESS EASEMENT
- (WE) WATERLINE EASEMENT
- (WME) WALL MAINTENANCE EASEMENT



DATE:	JUNE 24, 2019
DESIGNED BY:	MOG
DRAWN BY:	STG
CHECKED BY:	JWW
PROJECT:	FINAL PLAT
SCALE:	

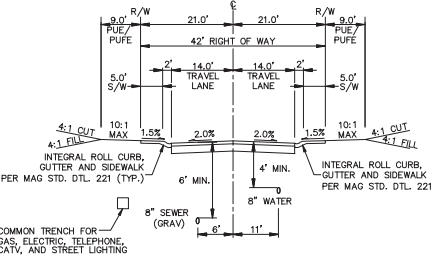


**FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 41**

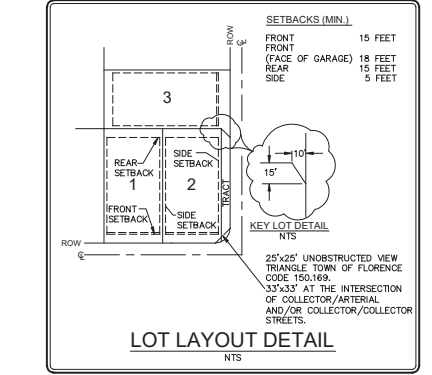
SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

**UNIT 41
INDEX MAP
SHEET 2 OF 5**

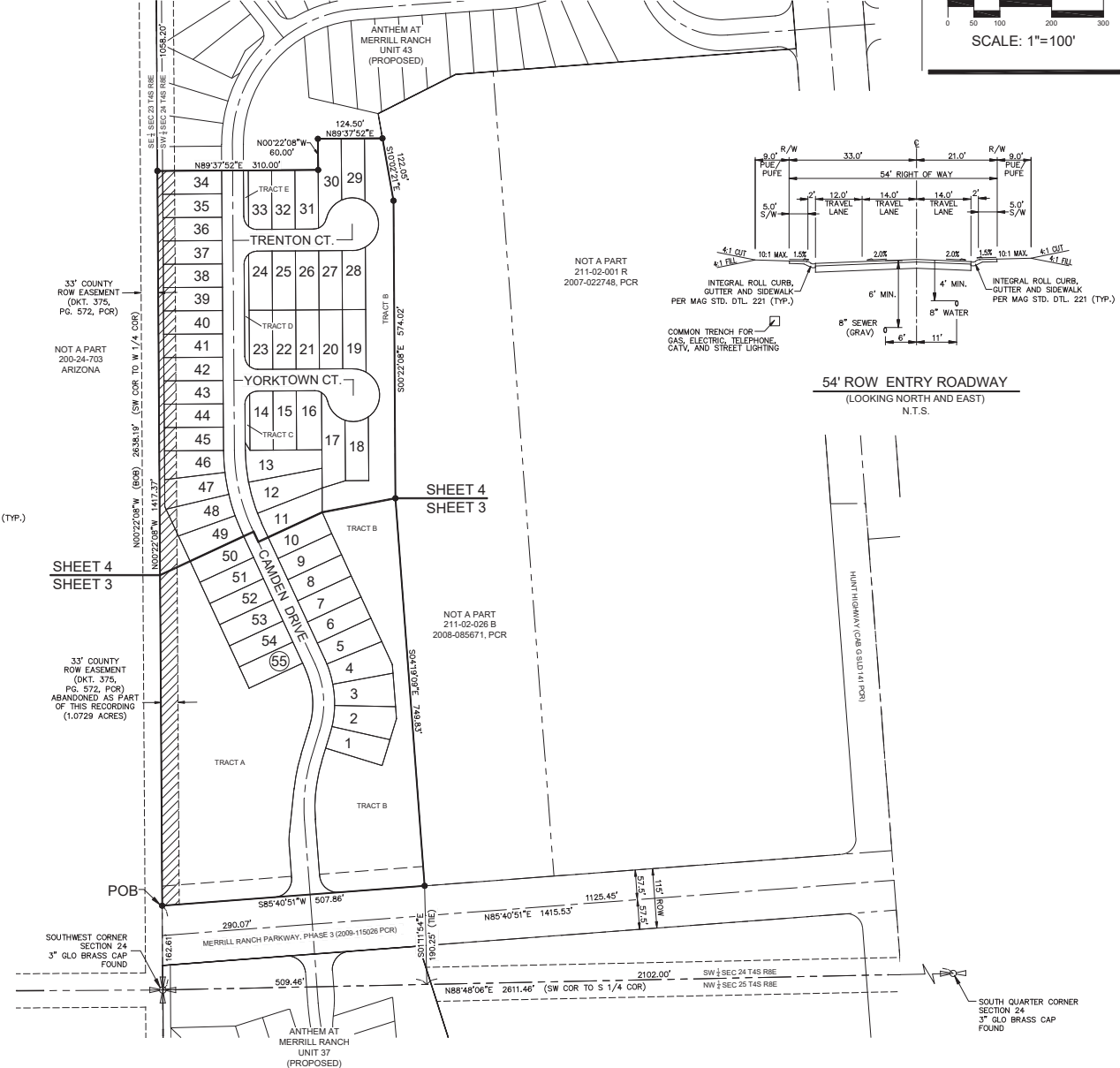
ASK YOUR LOCAL OFFICIALS FOR A COMPLETE LIST OF RECORDING OFFICES IN PINAL COUNTY. Pinal County, Arizona. 2019



LOCAL ROADWAY
(LOOKING NORTH AND EAST)
N.T.S.



LOT LAYOUT DETAIL
N.T.S.



SHEET 4
SHEET 3

SHEET 4
SHEET 3

33' COUNTY ROW EASEMENT (DKT. 375, PG. 572, PCR) ABANDONED AS PART OF THIS RECORDING (1,0729 ACRES)

NOT A PART 211-02-001 R 2007-022748, PCR

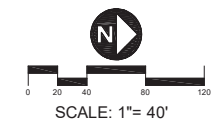
NOT A PART 211-02-026 B 2008-085671, PCR

ANTHEM AT MERRILL RANCH UNIT 37 (PROPOSED)

SOUTH QUARTER CORNER SECTION 24 3" GLO BRASS CAP FOUND

VERSION 2

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)
- 3/4\"/> REBAR & CAP, PLS 21095, 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 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

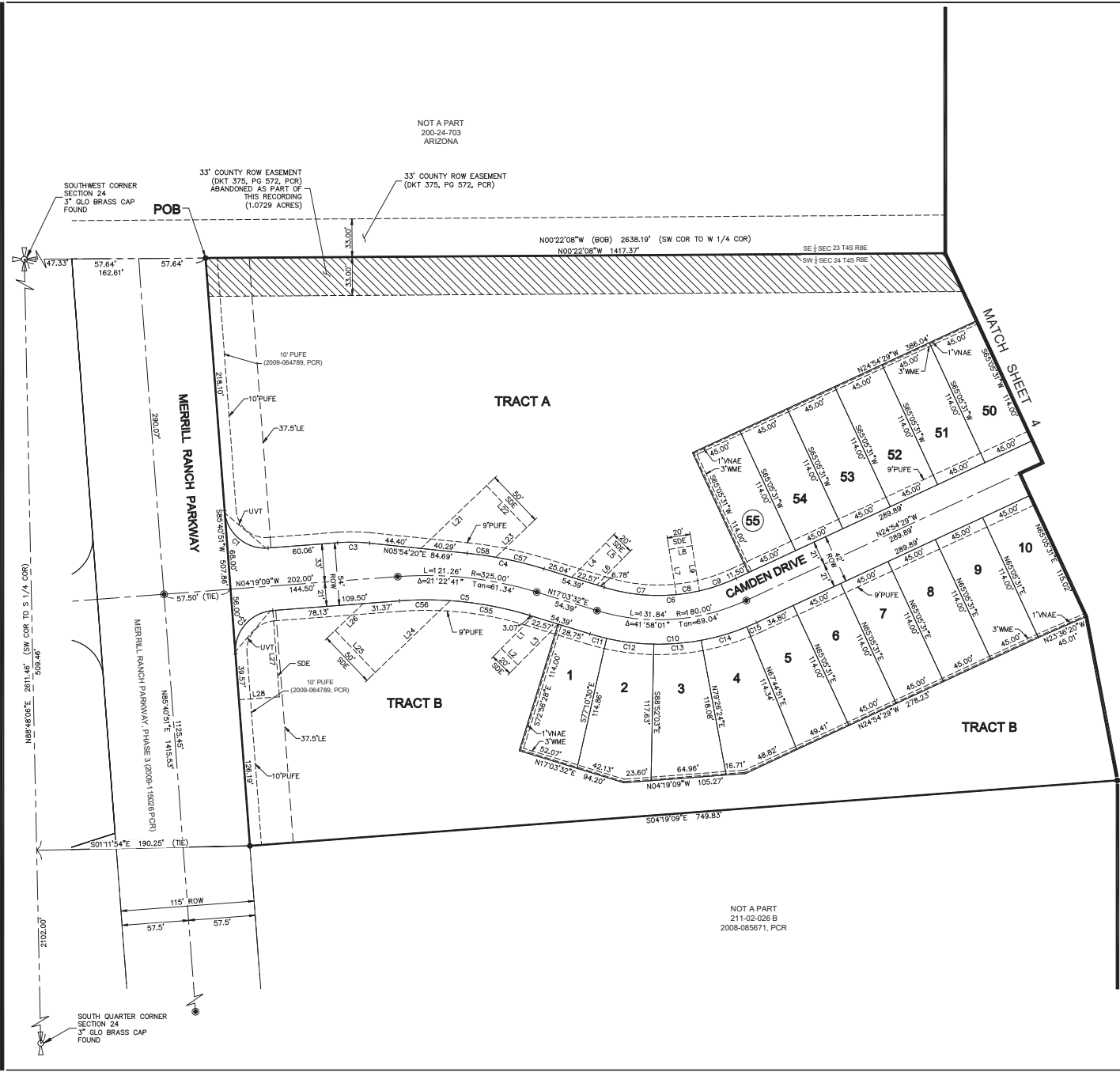
ABBREVIATIONS

- (A) ACRE
- AC ALUMINUM CAP
- BC BRASS CAP
- BO BOOK
- (BOB) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- SOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- MOJ 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) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC SECTION
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SST SIGHT DISTANCE TRIANGLE
- T# TOWNSHIP LINE No. SOUTH
- TOP UNOBSTRUCTED VIEW TRIANGLE
- WAE WATERLINE NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT NO.	SQ. FT.	ACRES
1	5,457	0.1253
2	6,527	0.1436
3	6,179	0.1419
4	6,217	0.1427
5	5,332	0.1224
6	5,130	0.1178
7	5,130	0.1178
8	5,130	0.1178
9	5,130	0.1178
10	5,153	0.1183
50	5,130	0.1178
51	5,130	0.1178
52	5,130	0.1178
53	5,130	0.1178
54	5,130	0.1178
55	5,130	0.1178

LINE	BEARING	DISTANCE
L1	S45°19'43\"/>E	38.92'
L2	S44°40'17\"/>E	20.00'
L3	S45°19'43\"/>E	49.39'
L4	N45°19'43\"/>W	41.68'
L5	N44°40'17\"/>E	20.00'
L6	N45°19'43\"/>W	31.22'
L7	S80°46'15\"/>W	39.44'
L8	N09°13'45\"/>W	20.00'
L9	S80°46'15\"/>W	39.44'
L21	S43°43'30\"/>E	78.23'
L22	N46°16'30\"/>E	50.00'
L23	S43°43'30\"/>E	36.88'
L24	S43°43'30\"/>E	69.31'
L25	N46°16'30\"/>E	50.00'
L26	S43°43'30\"/>E	33.40'
L27	S89°40'51\"/>W	74.57'
L28	S94°19'09\"/>E	35.00'

CURVE LENGTH	RADIUS	DELTA	TANGENT
C1	54.98'	35.00'	90°00'00\"/> 35.00'
C2	54.98'	35.00'	90°00'00\"/> 35.00'
C3	27.66'	156.00'	107°3'29\"/> 13.87'
C4	67.35'	346.00'	110°9'12\"/> 33.78'
C5	113.43'	304.00'	212°2'41\"/> 57.58'
C6	116.46'	159.00'	41°58'01\"/> 60.98'
C7	62.94'	159.00'	22°40'56\"/> 31.89'
C8	26.01'	159.00'	77°2'42\"/> 10.02'
C9	33.50'	159.00'	12°04'23\"/> 16.81'
C10	147.22'	201.00'	41°58'01\"/> 77.09'
C11	14.85'	201.00'	41°4'02\"/> 7.43'
C12	41.02'	201.00'	11°41'33\"/> 20.58'
C13	41.02'	201.00'	11°41'33\"/> 20.58'
C14	41.02'	201.00'	11°41'33\"/> 20.58'
C15	9.32'	201.00'	43°8'20\"/> 4.66'
C55	69.71'	304.00'	130°8'16\"/> 35.01'
C56	43.72'	304.00'	81°4'25\"/> 21.90'
C57	42.74'	346.00'	7°04'40\"/> 21.40'
C58	24.61'	346.00'	4°04'31\"/> 12.31'



FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 41

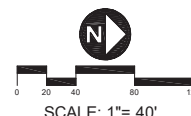
SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE OLD AND NEW TOWNSHIP MERRILL TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 41
LAYOUT
SHEET 3 OF 5

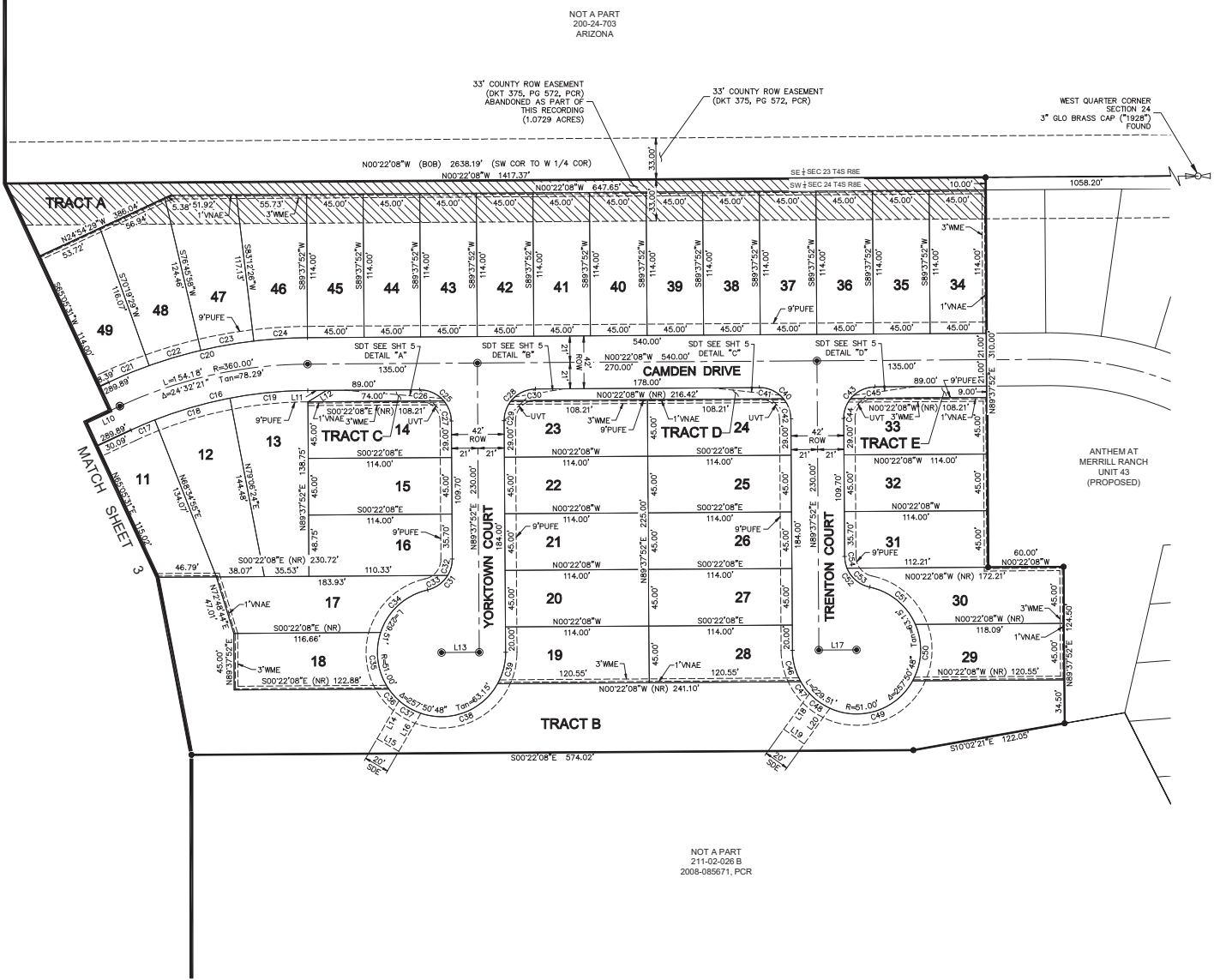
Prepared by: JMW
Checked by: JMW
Date: June 24, 2019

VERSION 2

RECORDER



SCALE: 1" = 40'



LOT TABLE

LOT NO.	SQ. FT.	ACRES
11	5,856	0.1344
12	6,914	0.1587
13	7,225	0.1659
14	5,101	0.1171
15	5,130	0.1178
16	5,542	0.1272
17	6,507	0.1484
18	5,226	0.1200
19	5,183	0.1199
20	5,130	0.1178
21	5,130	0.1178
22	5,130	0.1178
23	5,101	0.1171
24	5,101	0.1171
25	5,130	0.1178
26	5,130	0.1178
27	5,130	0.1178
28	5,183	0.1190
29	5,210	0.1198
30	6,403	0.1470
31	5,125	0.1176
32	5,130	0.1178
33	5,101	0.1171
34	5,130	0.1178
35	5,130	0.1178
36	5,130	0.1178
37	5,130	0.1178
38	5,130	0.1178
39	5,130	0.1178
40	5,130	0.1178
41	5,130	0.1178
42	5,130	0.1178
43	5,130	0.1178
44	5,130	0.1178
45	5,130	0.1178
46	5,656	0.1288
47	6,021	0.1382
48	5,833	0.1302
49	5,548	0.1271

- 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)
 - 2" REBAR & CAP, PLS 21095, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - AT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW
 - 33" COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (A) ACRE
 - AL ALUMINUM CAP
 - BOC BOOK
 - (BOB) BOOK OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - DKI SOCKET
 - FND FOUND MONUMENT
 - GLO GENERAL LAND OFFICE
 - LE UNLICENSED EASEMENT
 - LS LAND SURVEYORS REGISTRATION NO.
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - MJL MEASURED
 - MO OR LESS MORE OR LESS
 - NR INDICATES LINE IS NOT RADIAL TO CURVE
 - NTS NOT TO SCALE
 - PC PINAL COUNTY RECORDER
 - PF PAST
 - POB POINT OF BEGINNING
 - PU PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - R RECORD
 - R# RANGE LINE No. EAST
 - (RB) RADIAL BEARING
 - RT RIGHT OF WAY
 - SEC SECTION
 - SEI STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - SSE SECTION
 - T# TOWNSHIP LINE No. SOUTH
 - TOP TOP
 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L10	N24°54'29"W	289.89'
L11	N00°22'08"W	15.00'
L12	N31°19'58"W	17.49'
L13	S00°22'08"E	35.00'
L14	S59°54'45"E	35.00'
L15	S30°05'45"E	20.00'
L16	S59°54'45"E	35.00'
L17	N00°22'08"W	30.00'
L18	S54°09'27"E	35.00'
L19	S35°50'33"W	20.00'
L20	S54°09'27"E	35.00'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C16	145.19'	339.00'	243°21'	73.73'
C17	20.65'	339.00'	329°24'	10.33'
C18	62.27'	339.00'	103°128'	31.22'
C19	62.27'	339.00'	103°128'	31.22'
C20	163.18'	381.00'	243°21'	89.86'
C21	34.80'	381.00'	513°58'	17.41'
C22	42.83'	381.00'	628°28'	21.44'
C23	42.83'	381.00'	628°28'	21.44'
C24	42.72'	381.00'	625°26'	21.38'
C25	39.27'	25.00'	90°00'00"	25.00'
C26	21.91'	25.00'	50°12'29"	11.71'
C27	17.36'	25.00'	39°47'31"	9.05'
C28	39.27'	25.00'	90°00'00"	25.00'
C29	17.36'	25.00'	39°47'31"	9.05'
C30	21.91'	25.00'	50°12'29"	11.71'
C31	33.97'	25.00'	77°50'49"	20.19'
C32	13.72'	25.00'	31°27'17"	7.04'
C33	20.24'	25.00'	48°23'31"	10.71'
C34	52.75'	51.00'	59°15'56"	29.01'
C35	47.08'	51.00'	59°25'33"	25.37'
C36	12.39'	51.00'	13°55'25"	6.23'
C37	20.13'	51.00'	22°36'56"	10.20'
C38	71.03'	51.00'	29°47'43"	42.64'
C39	26.13'	51.00'	28°21'12"	13.36'
C40	39.27'	25.00'	90°00'00"	25.00'
C41	21.91'	25.00'	50°12'29"	11.71'
C42	17.36'	25.00'	39°47'31"	9.05'
C43	39.27'	25.00'	90°00'00"	25.00'
C44	17.36'	25.00'	39°47'31"	9.05'
C45	21.91'	25.00'	50°12'29"	11.71'
C46	26.13'	51.00'	29°21'12"	13.36'
C47	11.69'	51.00'	13°07'39"	5.87'
C48	20.13'	51.00'	22°36'56"	10.20'
C49	76.15'	51.00'	85°38'00"	47.19'
C50	46.68'	51.00'	59°28'30"	25.12'
C51	48.74'	51.00'	54°45'29"	26.41'
C52	33.97'	25.00'	77°50'49"	20.19'
C53	24.44'	25.00'	56°00'57"	13.50'
C54	9.53'	25.00'	21°49'51"	4.82'

BAXTER DESIGN GROUP

DATE: JUNE 24, 2019


DESIGNED BY: MGO

DRAWN BY: BTB

CHECKED BY: JWW

SCALE: FINAL PLAT

VERSION: 2



FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 41

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE OLD AND NEW MERRILL TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 41 LAYOUT SHEET 4 OF 5

ASK YOUR SURVEYOR FOR A COPY OF THIS PLAN. PRINTED BY: [Name]

NOT A PART
 211-02-028-B
 2008-086671, PCR

SYMBOL LEGEND

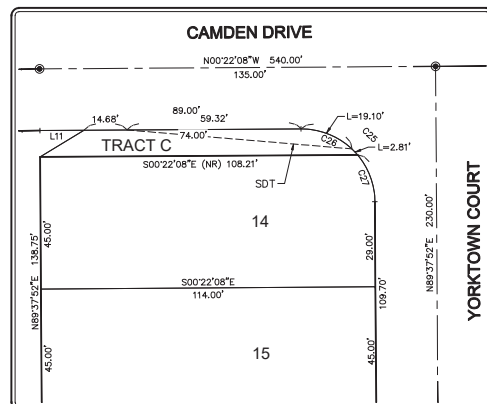
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 2ND REPAIR & CAP, PLS 21095, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- FLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

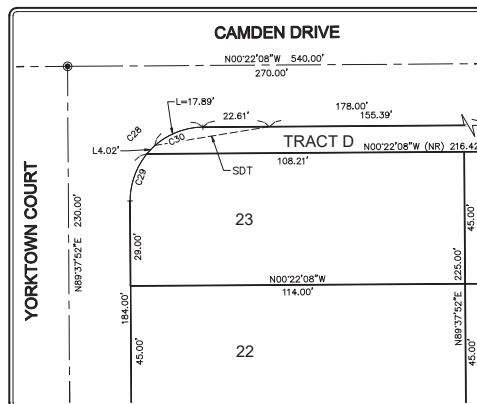
ABBREVIATIONS

- (A) ACRE
- AL ALUMINUM CAP
- BR BRASS CAP
- BOOK BOOK
- (B) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- CKT SOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- M MEASURED
- MOK MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R # RECORD
- RL RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC SECTION No.
- SDS STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- T # TOWNSHIP LINE No. SOUTH
- TOP TOWN OF FLORENCE
- UVT UNOBSTRUCTED VIEW TRIANGLE
- WAE VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT



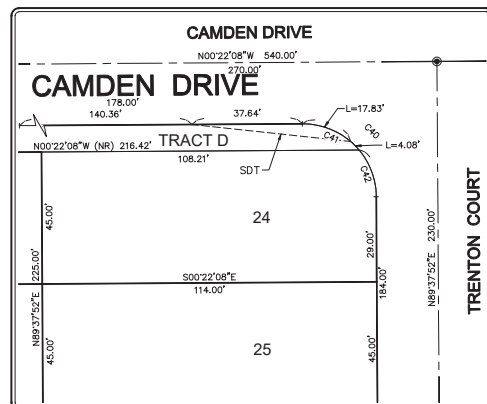
DETAIL "A"

SCALE: 1"=20'



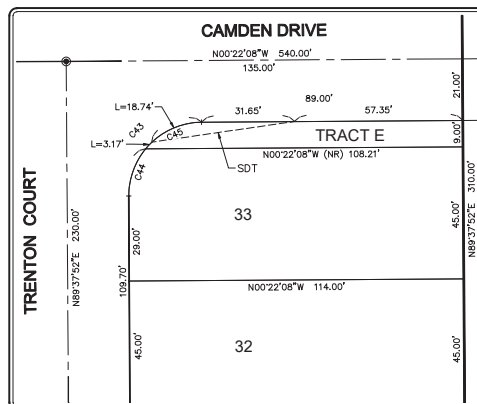
DETAIL "B"

SCALE: 1"=20'



DETAIL "C"

SCALE: 1"=20'



DETAIL "D"

SCALE: 1"=20'



DATE:	JUNE 24, 2019
DESIGNED BY:	MOG
DRAWN BY:	STG
CHECKED BY:	JWV
PROJECT:	
SCALE:	FINAL PLAT




REVISION:	

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 41
 SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 24,
 TOWNSHIP 4 SOUTH, RANGE 8 EAST,
 OF THE OLD AND SALT RIVER NATIONAL
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 41
SDT DETAILS
SHEET 5 OF 5

VERSION 2

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: August 19, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer, Community Development Director SUBJECT: Resolution No. 1713-19: Final Plat for Anthem at Merrill Ranch Unit 43		<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 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. 1713-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 43; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Franklin 643, LLC requests re-approval of the unrecorded Final Plat Anthem at Merrill Ranch (AMR) Unit 43, a proposed subdivision located within the AMR Planned Unit Development (PUD). This area will be part of the Parkside of the AMR community. This request originates from a potential purchase of Unit 43 by a new builder who wishes to construct homes in Anthem at Merrill Ranch. There are no changes to the Final Plat that was approved on February 5, 2018 by Resolution No.1654-18.

There are 104 single-family residential lots proposed for this 30.03 +/- acre subdivision. The resultant density for this unit will be 3.46 dwelling units per acre. Should the Town Council approve the three AMR Final Plats on this agenda (AMR Units 41, 43, and 45), the resultant overall density for AMR based on Final Plat approvals will be 3.2 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for the overall AMR development.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat Extension for AMR Unit 43 was approved by the Planning and Zoning Commission on April 20, 2017. 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. The Town Council initially approved the Final Plat on February 5, 2018

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 43 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Franklin 643, LLC. will construct the roadways and infrastructure 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. 1713-19
Compatibility Map
Final Plat for Anthem at Merrill Ranch Unit 43

RESOLUTION NO. 1713-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 43; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 43 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat Extension for Anthem at Merrill Ranch Unit 43 was approved by the Planning and Zoning Commission on April 20, 2017; and

WHEREAS, the Final Plat for Anthem at Merrill Ranch Unit 43 was previously approved by the Town Council on February 5, 2019 by Resolution No. 1654-18.

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

1. Affirm the approval of the Final Plat for Anthem at Merrill Ranch Unit 43 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 19th day of August 2019.

Tara Walter, Mayor

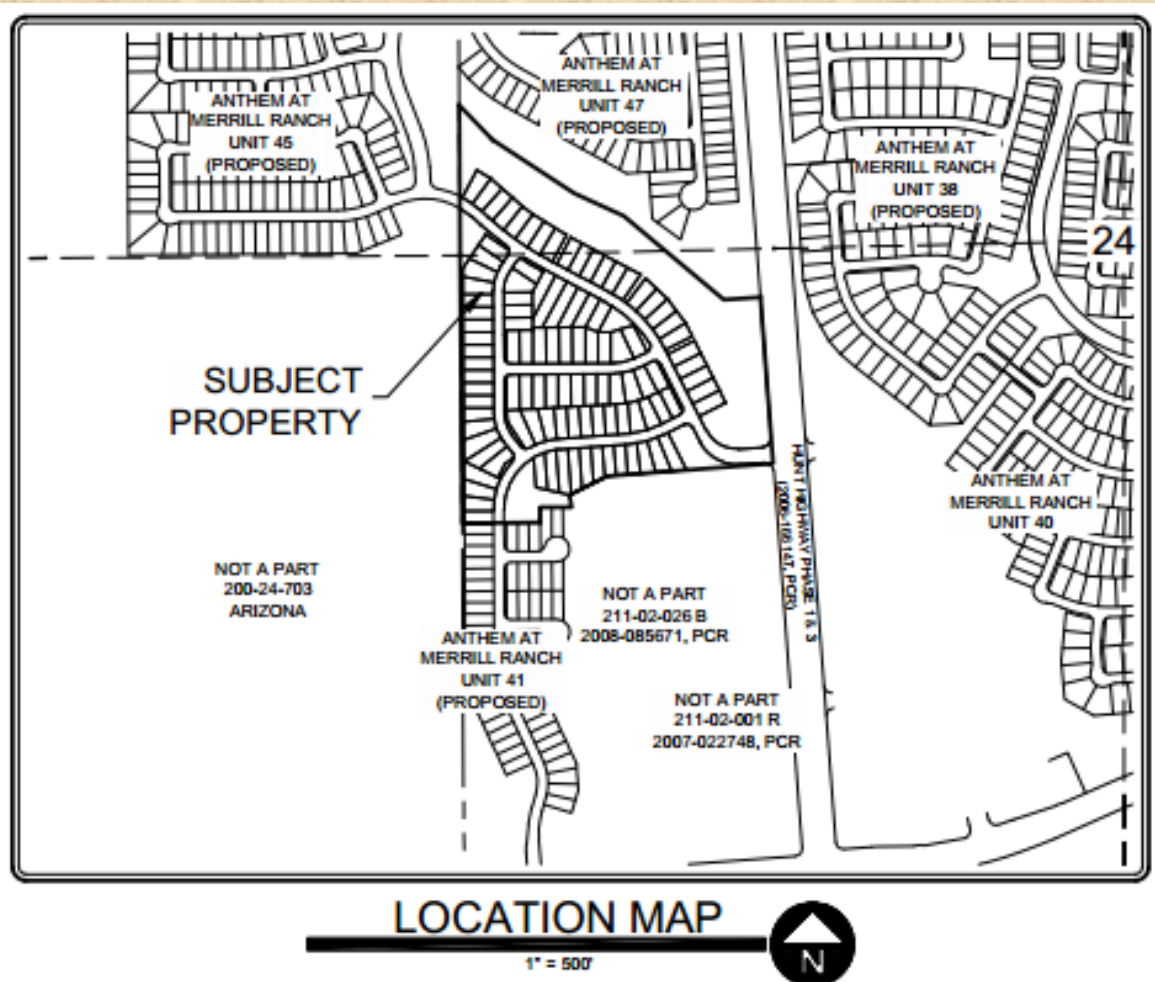
ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

AMR Unit 43



FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 43 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE WEST HALF OF SECTION 24,
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:

FRANKLIN 643, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 43, LOCATED WITHIN THE WEST HALF OF SECTION 24, 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 GIVES 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 THERETO; 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 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:

FRANKLIN 643, LLC, 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____.

FRANKLIN 643, LLC, AN ARIZONA LIMITED LIABILITY COMPANY;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS.

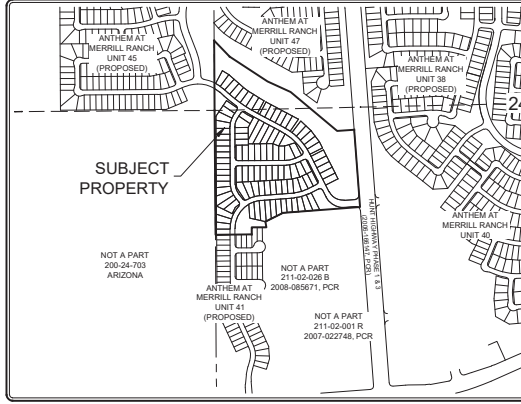
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED,

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT IN WITNESS THEREOF, 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 HERETO AS HERINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT), SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE, ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.



SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 43 LAYOUT
4	UNIT 43 LAYOUT
5	UNIT 43 LAYOUT
6	UNIT 43 SDT DETAILS

TRACT AREA TABLE

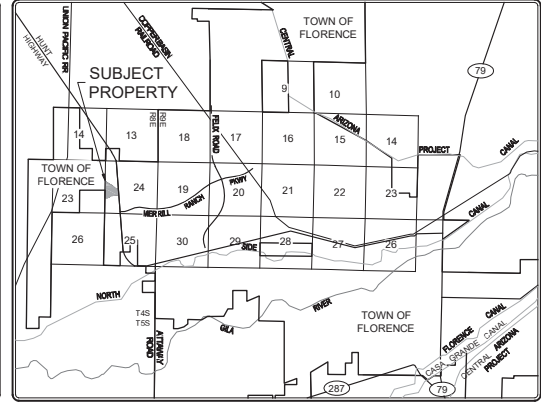
TRACT	AREA (AC)	USAGE
TRACT A	7.6870	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT B	0.4920	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT C	0.7263	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT D	0.0729	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT E	0.0729	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT F	0.0444	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT G	0.2263	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT H	0.0235	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT I	0.0199	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT J	0.5866	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No.	AREA (AC)	USAGE
DKT 375, PG 572, PCR	0.4379	COUNTY RIGHT-OF-WAY NW 1/4 SEC 24, T4S, R8E
DKT 375, PG 572, PCR	0.8019	COUNTY RIGHT-OF-WAY SW 1/4 SEC 24, T4S, R8E

GENERAL NOTES

1. ALL-WEATHER access will be PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
2. ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
3. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
4. PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
5. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
6. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
7. 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.
8. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATUERE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 5 FOR DETAILS).
9. TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
10. 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.
11. ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
12. POSTIONAL 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.
13. DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
14. THIS FINAL PLAT REFLECTS THE UPDATED FEMA FLOOD ZONE CLASSIFICATION EFFECTIVE DECEMBER 4, 2007.
15. LOTS 23 THRU 26 AND 36 THRU 42 CURRENTLY SHOWN TO BE WITHIN THE LIMITS OF THE FEMA FLOOD ZONE A (100-YR STORM EVENT) SHALL HAVE NO VERTICAL CONSTRUCTION UNTIL APPROVAL OF THE LOMR REVISING THE FLOOD ZONE TO AE AND ESTABLISHING NEW BOUNDARY LIMITS EXCLUDING THE LOTS.



BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, (THE WEST QUARTER CORNER BEING A 3" GLO BRASS CAP, FOUND AND THE NORTHWEST CORNER BEING A AC, LS 17258, FOUND), TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N00°22'45"W. HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2637.41'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 43 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 INSTRUMENT IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENTS 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: _____ COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ TOWN ENGINEER DATE: _____
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY

OF _____, 20____.

APPROVED BY: _____ MAYOR DATE: _____

ATTEST: _____ TOWN CLERK DATE: _____

RECORDER

DEVELOPER / OWNER
FRANKLIN 643, LLC
5013 E. WASHINGTON ST. STE. 100
PHOENIX, AZ 85034
602.224.4503

SURVEYOR
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.0001

LAND USE INFORMATION

GROSS AREA	30.0362 ACRES
OPEN SPACE	9.9737 ACRES
RIGHT-OF-WAY AREA	4.0986 ACRES
NET AREA	25.9376 ACRES
TOTAL LOTS	104
PROPOSED DENSITY	3.4625 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURY LINK
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/CENTURYLINK
POLICE	TOWN OF FLORENCE
FIRE	POLICE DEPARTMENT
SCHOOLS	FLORENCE UNIFIED 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	JUNE 24, 2010	
CREATED BY	NDG	
DRAWN BY	ETS	
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 SIGN: _____

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 43

SITUATED WITHIN THE WEST 1/4 OF SEC. 24,
TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN.

UNIT 43
COVER SHEET
SHEET 1 OF 6

ARIZONA BOARD OF LAND SURVEYORS
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.0001

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALI RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER (FOUND, 3" GLO BRASS CAP) OF SAID SECTION 24, FROM WHICH POINT THE NORTHWEST CORNER (FOUND, AC, LS 17258) OF SAID SECTION 24 BEARS NORTH 00 DEGREES 22 MINUTES 45 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2637.41 FEET AND FROM WHICH POINT THE SOUTHWEST CORNER (FOUND, GLO BRASS CAP) OF SAID SECTION 24 BEARS SOUTH 00 DEGREES 22 MINUTES 08 SECONDS EAST, A DISTANCE OF 2638.19 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 22 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 595.79 FEET;

THENCE SOUTH 43 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 190.47 FEET;

THENCE SOUTH 56 DEGREES 50 MINUTES 41 SECONDS EAST, A DISTANCE OF 386.53 FEET;

THENCE SOUTH 65 DEGREES 27 MINUTES 14 SECONDS EAST, A DISTANCE OF 215.82 FEET;

THENCE SOUTH 50 DEGREES 01 MINUTES 49 SECONDS EAST, A DISTANCE OF 516.80 FEET;

THENCE NORTH 85 DEGREES 40 MINUTES 51 SECONDS EAST, A DISTANCE OF 146.00 FEET;

THENCE SOUTH 04 DEGREES 19 MINUTES 09 SECONDS EAST, A DISTANCE OF 660.25 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 51 SECONDS WEST, A DISTANCE OF 658.70 FEET;

THENCE SOUTH 63 DEGREES 12 MINUTES 14 SECONDS WEST, A DISTANCE OF 167.70 FEET;

THENCE SOUTH 10 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 48.60 FEET;

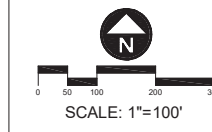
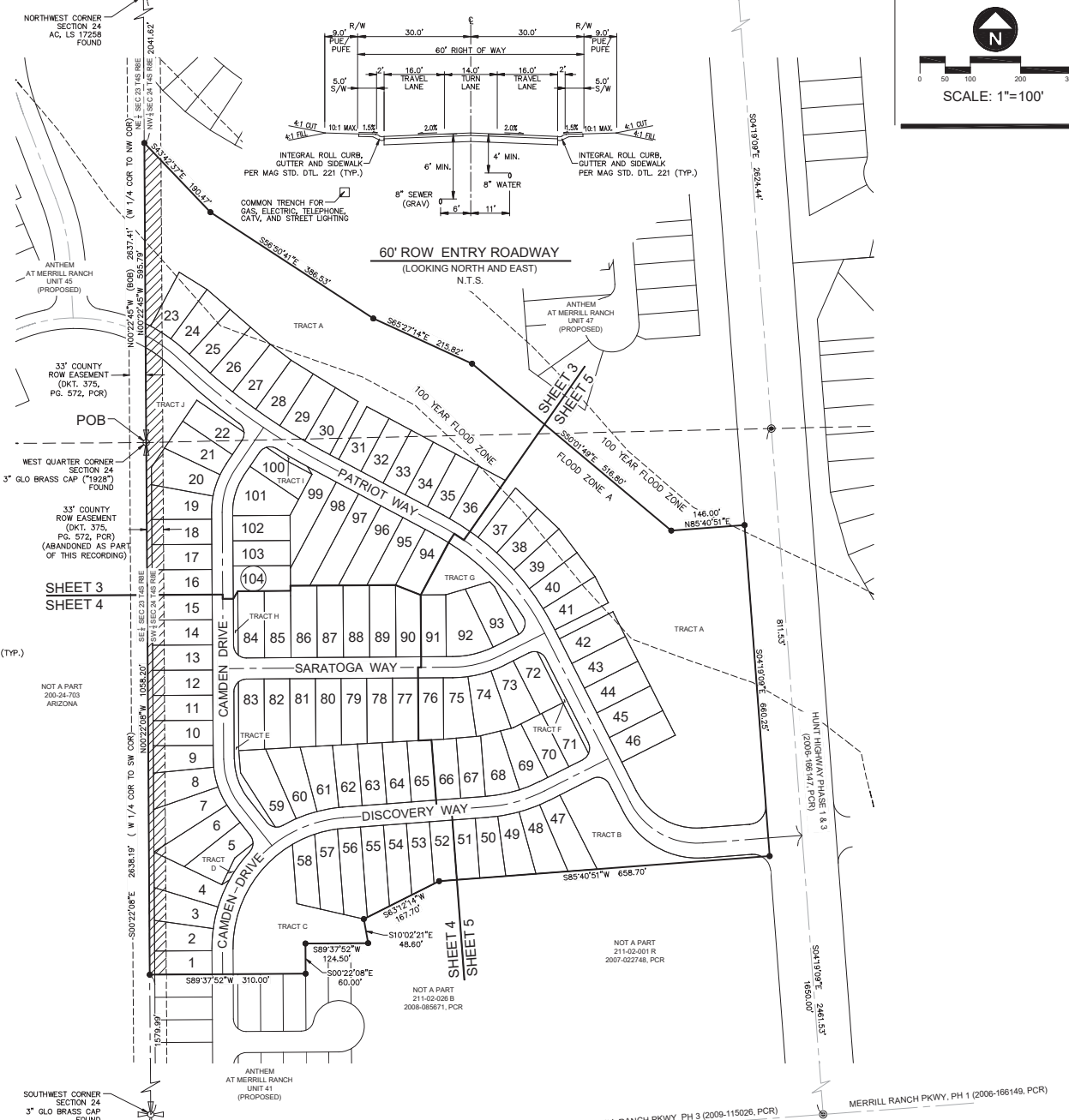
THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS WEST, A DISTANCE OF 124.50 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 08 SECONDS EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS WEST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 00 DEGREES 22 MINUTES 08 SECONDS WEST ALONG WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1058.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.0362 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)
- 3/4" 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 EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- BS BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- MEASURED
- MOX MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- INDICATES LINE IS NOT
- (NR) NOT TO SCALE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUE/F PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- RECORD
- (R) RANGE LINE No. EAST
- RL RADIAL TO CURVE
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SEW SYSTEM DRAIN EASEMENT
- SLS SLIDE
- SSE SANITARY SEWER EASEMENT
- SIGHT DISTANCE TRIANGLE
- T # & S TOWNSHIP LINE No. SOUTH
- TOF TOWN OF FLORENCE
- UNV UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP
 7600 N. Dobson Rd., Suite 200
 Scottsdale, AZ 85256
 (480) 818-6001

DATE:	JUNE 24, 2010
DESIGNED BY:	MSB
DRAWN BY:	STB
REVIEWED BY:	JMW
PROJECT:	
CODE:	FINAL PLAT



REVISIONS:

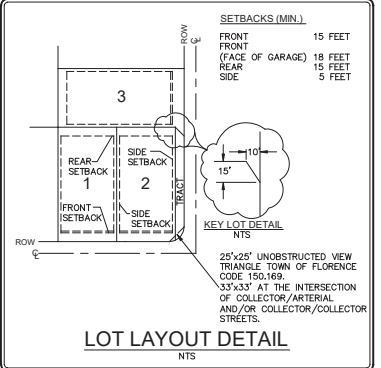
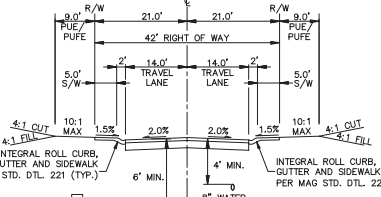
NO.	DATE	DESCRIPTION

**FRANKLIN 643, LLC
 ANTHEM AT MERRILL RANCH
 FINAL PLAT
 UNIT 43**

SITUATED WITHIN THE WEST 1/2 OF SEC 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GSRM T.O.P., PINAL CO., AZ

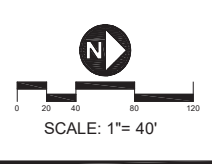
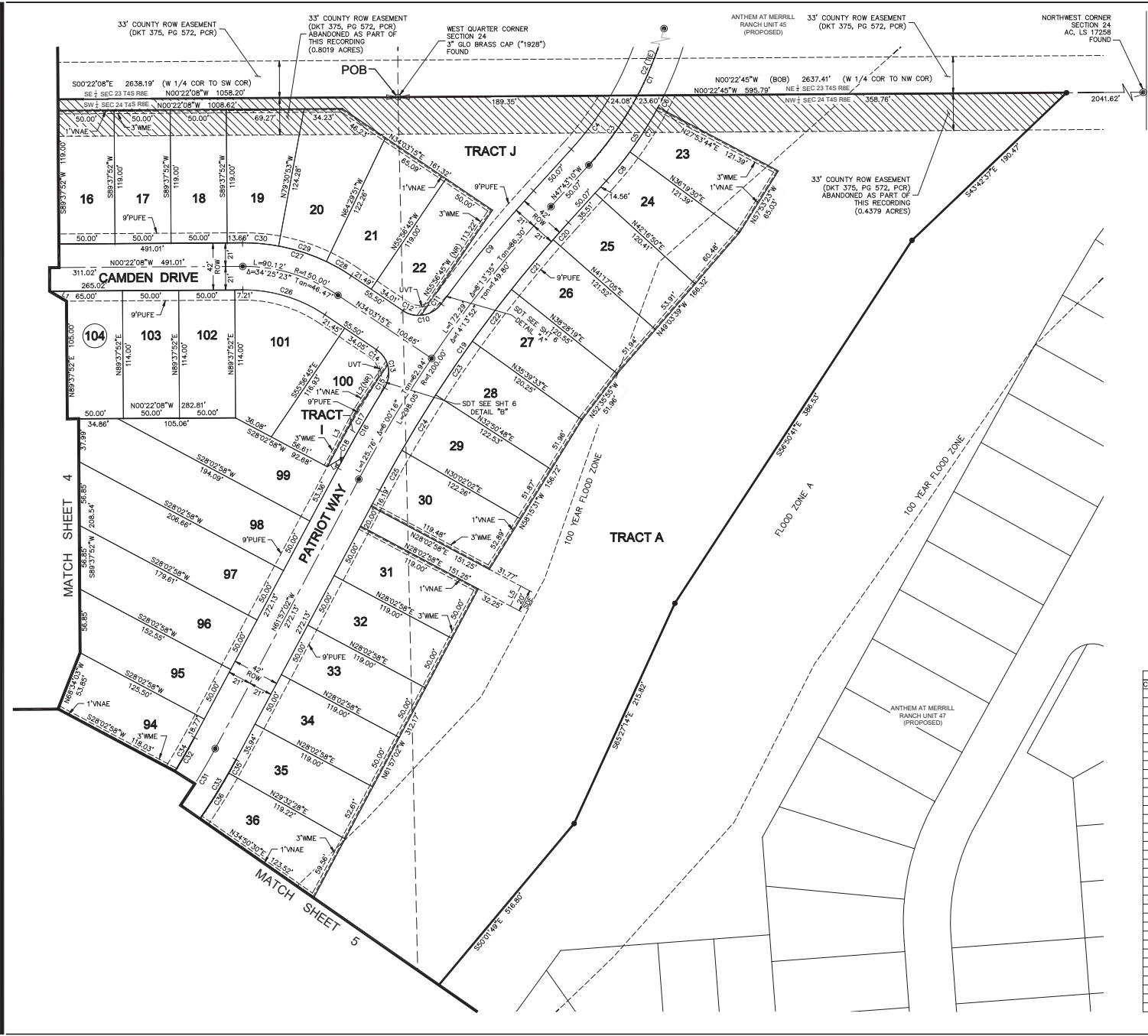
**UNIT 43
 INDEX MAP
 SHEET 2 OF 6**

PLAT NO. 2010-022748, PCR
 DRAWN BY: STB
 DATE: JUN 24, 2010



25'x25' UNOBSTRUCTED VIEW TRIANGLE TOWN OF FLORENCE CODE 150.169.
 33'x33' AT THE INTERSECTION OF COLLECTOR/ARTERIAL AND/OR COLLECTOR/COLLECTOR STREETS.

VERSION 2



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)
 - 3/4" 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
 - LANDSCAPE EASEMENT
 - EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BO BOOK
- (BOB) BOOK OF BEARING
- CMU CONCRETE MASONRY UNIT
- DK DETAIL
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION NO. MEASURED
- MOK MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- R# RANGE LINE No. EAST
- R# RANGE LINE No. SOUTH
- ROW RIGHT OF WAY
- SEC# SECTION No.
- SEB SEWER DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- TOP TOWNSHIP LINE No. SOUTH
- TOWN TOWN OF FLORENCE
- UTV UNRESTRICTED VIEW TRIANGLE
- WNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
16	5,950	0.1366
17	5,950	0.1366
18	5,950	0.1366
19	6,819	0.1588
20	7,834	0.1798
21	6,698	0.1538
22	5,921	0.1359
23	6,765	0.1553
24	6,518	0.1496
25	6,651	0.1527
26	6,657	0.1528
27	6,624	0.1521
28	6,675	0.1532
29	6,727	0.1544
30	6,449	0.1528
31	5,950	0.1366
32	5,950	0.1366
33	5,950	0.1366
34	5,950	0.1366
35	6,076	0.1395
36	6,504	0.1493
94	6,533	0.1500
95	6,951	0.1598
96	8,304	0.1908
97	9,657	0.2217
98	10,681	0.2452
99	7,462	0.1713
100	5,876	0.1349
101	8,337	0.1914
102	5,700	0.1309
103	5,700	0.1309
104	5,767	0.1324

LINE TABLE

LINE	BEARING	DISTANCE
L1	S30°36'41"W	17.49'
L2	S85°56'48"E	45.40'
L3	S81°57'02"E	60.19'
L4	S30°57'52"E	17.59'
L5	N61°57'02"W	20.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	225.57'	300.00'	43°04'47"	118.41'
C2	149.65'	300.00'	28°34'51"	76.42'
C3	175.92'	300.00'	14°09'56"	38.16'
C4	59.23'	279.00'	12°09'51"	29.73'
C5	92.37'	321.00'	16°29'14"	46.51'
C6	11.78'	321.00'	2°00'09"	5.89'
C7	47.23'	321.00'	8°25'46"	23.66'
C8	33.37'	321.00'	5°57'19"	16.70'
C9	130.22'	1221.00'	6°08'38"	65.17'
C10	38.35'	25.00'	87°33'03"	24.20'
C11	21.00'	25.00'	48°07'30"	11.36'
C12	17.35'	25.00'	39°45'33"	9.04'
C13	38.35'	25.00'	87°33'03"	24.09'
C14	17.30'	25.00'	39°39'01"	9.01'
C15	21.04'	25.00'	48°13'43"	11.19'
C16	82.87'	1221.00'	3°33'20"	41.45'
C17	71.15'	1221.00'	3°20'20"	35.59'
C18	117.72'	1221.00'	0°33'00"	5.86'
C19	292.84'	1179.00'	14°13'51"	147.18'
C20	20.49'	1179.00'	0°59'45"	10.25'
C21	57.88'	1179.00'	2°48'46"	28.94'
C22	57.88'	1179.00'	2°48'46"	28.94'
C23	57.88'	1179.00'	2°48'46"	28.94'
C24	57.88'	1179.00'	2°48'46"	28.94'
C25	48.87'	1179.00'	1°59'04"	20.42'
C26	77.50'	128.00'	34°25'23"	39.96'
C27	102.74'	171.00'	34°25'23"	52.97'
C28	25.52'	171.00'	8°33'05"	12.78'
C29	44.82'	171.00'	15°01'02"	22.54'
C30	32.39'	171.00'	10°51'15"	16.25'
C31	306.78'	500.00'	35°09'16"	158.39'
C32	245.28'	479.00'	29°20'21"	129.39'
C33	319.60'	521.00'	35°09'16"	165.04'
C34	34.75'	479.00'	4°09'24"	17.38'
C35	13.56'	521.00'	1°29'30"	6.78'
C36	48.20'	521.00'	5°18'02"	24.12'

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 43

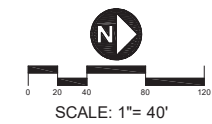
SITUATED WITHIN THE WEST 1/4 OF SEC 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GERRIN TWP. PINAL CO., AZ

UNIT 43
LAYOUT
SHEET 3 OF 6

DATE: 06/24/2019 10:48:00 AM
 DRAWN BY: JMW
 CHECKED BY: JMW
 DATE: 06/24/2019 10:48:00 AM

VERSION 2





SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE.
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE).
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW
- EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

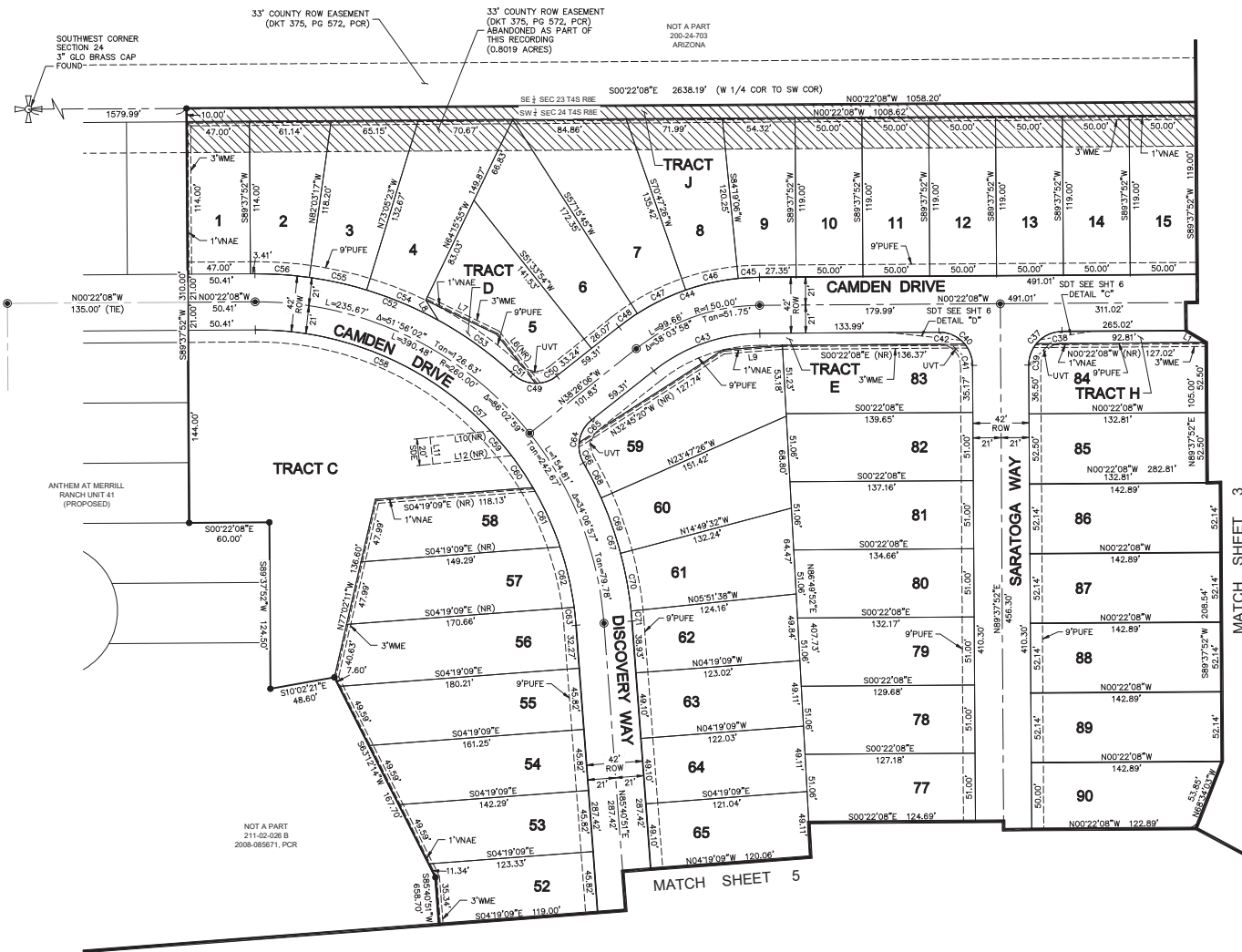
ABBREVIATIONS

- (AC) ACRE
- (AL) ALUMINUM CAP
- (BK) BRASS
- (BOB) BARS OF BEARING
- (CMU) CONCRETE MASONRY UNIT
- (DK) DOKKET
- (FND) FOUND MONUMENT
- (GLO) GENERAL LAND OFFICE
- (LE) LANDSCAPE EASEMENT
- (LS#) LAND SURVEYORS REGISTRATION NO. MEASURED
- (MOK) MORE OR LESS
- (NO ID) NO IDENTIFICATION (NO LS No.)
- (NR) INDICATES LINE IS NOT TO CURVE
- (NTS) NOT TO SCALE
- (PCR) PINAL COUNTY RECORDER
- (PG) PAGE
- (PB) POINT OF BEGINNING
- (PUFE) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- (R) RANGE LINE NO. EAST
- (ROW) RADIAL BEARING
- (ROW) RIGHT OF WAY
- (SEC #) SECTION NO.
- (SE) STORM DRAIN EASEMENT
- (SLD) SLIDE
- (SSE) SANITARY SEWER EASEMENT
- (SDT) SIGHT DISTANCE TRIANGLE
- (TOWNSHIP LINE NO. SOUTH)
- (TOP) TOWN OF FLORENCE
- (UNSTR) UNRESTRICTED VIEW TRIANGLE
- (VMAE) VEHICULAR NON-ACCESS EASEMENT
- (WME) WALL MAINTENANCE EASEMENT

LOT TABLE		
LOT NO.	SQ. FT.	ACRES
1	5,358	0.1230
2	6,061	0.1391
3	6,689	0.1536
4	7,943	0.1823
5	7,174	0.1647
6	7,942	0.1823
7	8,853	0.2032
8	6,996	0.1604
9	5,810	0.1334
10	5,950	0.1366
11	5,950	0.1366
12	5,950	0.1366
13	5,950	0.1366
14	5,950	0.1366
15	5,950	0.1366
52	5,475	0.1257
53	6,085	0.1387
54	6,954	0.1598
55	7,823	0.1798
56	5,144	0.1170
57	7,365	0.1691
58	6,167	0.1416
59	8,935	0.2051
60	7,746	0.1778
61	6,868	0.1577
62	5,948	0.1365
63	6,015	0.1381
64	5,987	0.1370
65	5,919	0.1359
66	6,423	0.1474
67	6,250	0.1404
68	6,877	0.1533
69	6,804	0.1562
80	6,931	0.1591
81	7,059	0.1620
82	7,151	0.1649
83	6,943	0.1594
84	6,972	0.1601
85	7,450	0.1710
86	7,450	0.1710
87	7,450	0.1710
88	7,450	0.1710
89	7,450	0.1710
90	6,844	0.1525

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S30°32'41"W	17.49'
L6	S51°33'54"W	46.47'
L7	S25°44'08"W	58.94'
L8	S57°48'38"W	17.70'
L9	N04°32'42"W	44.72'
L10	S06°08'13"E	45.46'
L11	S83°51'47"W	20.00'
L12	S06°08'13"E	59.00'

CURVE TABLE				
CURVE LENGTH	RADIUS	DELTA	TANGENT	
C37	39.27'	25.00'	90°00'00"	25.00'
C38	21.91'	25.00'	50°12'29"	11.71'
C39	17.36'	25.00'	39°47'31"	9.05'
C40	39.27'	25.00'	90°00'00"	25.00'
C41	17.36'	25.00'	39°47'31"	9.05'
C42	21.91'	25.00'	50°12'29"	11.71'
C43	85.70'	129.00'	38°03'58"	44.50'
C44	113.61'	171.00'	38°03'58"	58.99'
C45	15.86'	171.00'	51°14'41"	7.97'
C46	40.37'	171.00'	13°31'41"	20.28'
C47	40.37'	171.00'	13°31'41"	20.28'
C48	17.00'	171.00'	54°15'11"	8.51'
C49	35.00'	25.00'	81°21'51"	21.49'
C50	17.13'	25.00'	39°15'06"	8.91'
C51	18.37'	25.00'	42°06'09"	9.82'
C52	212.30'	281.00'	43°17'17"	111.51'
C53	69.27'	281.00'	14°07'08"	34.81'
C54	58.29'	281.00'	11°53'04"	29.25'
C55	43.97'	281.00'	8°57'54"	22.03'
C56	40.78'	281.00'	8°18'51"	20.42'
C57	358.94'	239.00'	86°02'59"	223.07'
C58	197.04'	239.00'	47°14'15"	104.51'
C59	24.16'	239.00'	54°7'33"	12.09'
C60	28.81'	239.00'	63°42'36"	14.42'
C61	48.92'	239.00'	11°43'42"	24.55'
C62	46.44'	239.00'	11°08'00"	23.29'
C63	13.56'	239.00'	31°03'03"	6.78'
C64	35.50'	25.00'	81°21'51"	21.49'
C65	19.64'	25.00'	45°00'56"	10.36'
C66	15.86'	25.00'	36°20'19"	8.20'
C67	124.91'	281.00'	25°28'12"	63.51'
C68	29.42'	281.00'	5°59'55"	14.72'
C69	43.97'	281.00'	8°57'54"	22.03'
C70	43.97'	281.00'	8°57'54"	22.03'
C71	7.50'	281.00'	1°32'29"	3.78'



33' COUNTY ROW EASEMENT (DKT 375, PG 572, PCR)
 33' COUNTY ROW EASEMENT (DKT 375, PG 572, PCR) ABANDONED AS PART OF THIS RECORDING (0.8019 ACRES)
 NOT A PART 200-24-703 ARIZONA
 NOT A PART 211-02-026 B 2008-085671, PCR

MATCH SHEET 3

MATCH SHEET 5

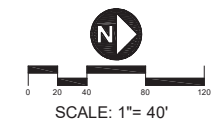
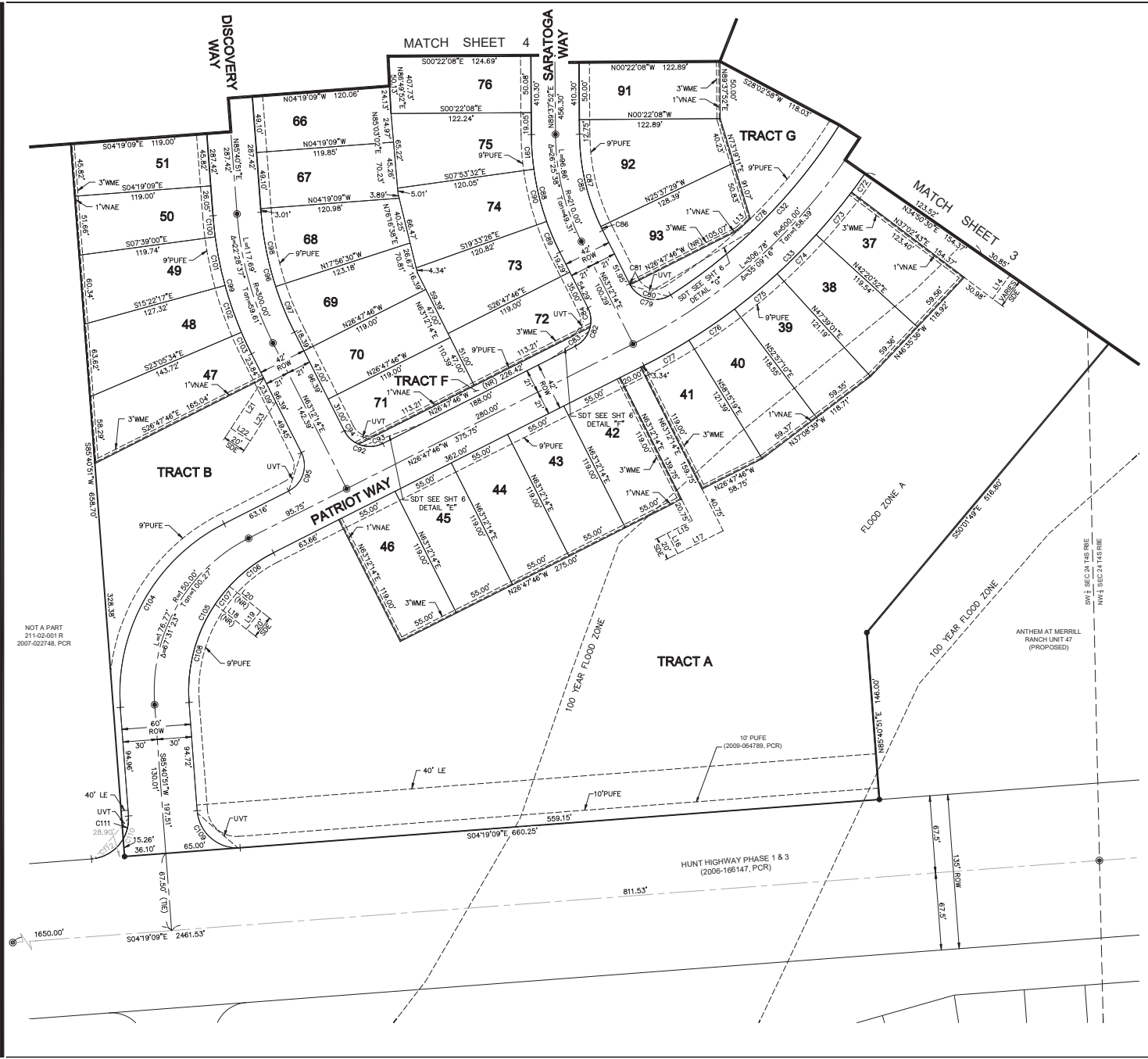
FRANKLIN 643, LLC
 ANTHEM AT MERRILL RANCH
 FINAL PLAT
 UNIT 43
 SITUATED WITHIN THE WEST 1/4 OF SEC 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GSRM TOWNSHIP, PINAL CO., AZ

UNIT 43
 LAYOUT
 SHEET 4 OF 6

VERSION 2

DATE: JUNE 24, 2010
 DESIGNED BY: RDB
 DRAWN BY: JTB
 REVIEWED BY: JMW
 PROJECT: FINAL PLAT

BAXTER DESIGN GROUP
 7500 N. Dobson Rd., Suite 200
 Scottsdale, AZ 85256
 (480) 818-6001



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)
 - 3/4" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW (EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING)

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BR BRASS CAP
- BOOK BOOK
- BOM BEARING
- CMU CONCRETE MASONRY UNIT
- DAT DATUM
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS LAND SURVEYORS REGISTRATION NO.
- MEAS MEASURED
- MOK MORE OR LESS
- NO ID NO IDENTIFICATION (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
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- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
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- R # # # RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # # SECTION No.
- S&D STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SIT SIGHT DISTANCE TRIANGLE
- T # # TOWNSHIP LINE No. SOUTH
- TOP TOWN OF FLORENCE
- UTV UNRESTRICTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
37	6,512	0.1495
38	6,447	0.1480
39	6,477	0.1473
40	6,423	0.1475
41	6,408	0.1471
42	6,545	0.1503
43	6,545	0.1503
44	6,545	0.1503
45	6,545	0.1503
46	6,545	0.1503
47	7,634	0.1753
48	7,053	0.1619
49	6,331	0.1453
50	5,739	0.1318
51	5,453	0.1252
66	5,880	0.1350
67	5,898	0.1354
68	6,722	0.1545
69	6,290	0.1444
70	5,593	0.1284
71	5,564	0.1277
72	6,040	0.1387
74	7,079	0.1625
75	6,893	0.1583
76	6,182	0.1419
91	6,144	0.1411
92	8,858	0.1988
93	6,849	0.1512

LINE TABLE

LINE	BEARING	DISTANCE
L13	N43°12'22"W	15.00'
L14	N54°03'24"W	25.97'
L15	S26°47'46"E	24.42'
L16	N63°12'14"E	20.00'
L17	S26°47'46"E	44.42'
L18	N38°15'32"E	34.87'
L19	N51°44'28"W	20.00'
L20	N38°15'32"E	34.87'
L21	S26°47'46"E	52.18'
L22	S33°12'14"W	20.00'
L23	S56°47'46"E	40.63'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT
C32	245.28'	479.00'	29.2021° 125.39'
C33	319.86'	521.00'	35.0916° 165.04'
C72	20.04'	521.00'	2°12'13" 10.02'
C73	48.22'	521.00'	5°18'09" 24.13'
C74	48.22'	521.00'	5°18'09" 24.13'
C75	48.22'	521.00'	5°18'09" 24.13'
C76	48.22'	521.00'	5°18'09" 24.13'
C77	45.00'	521.00'	4°56'55" 22.51'
C78	210.53'	479.00'	25°10'57" 106.99'
C79	41.81'	25.00'	95°48'55" 27.88'
C80	40.70'	25.00'	93°16'50" 26.47'
C81	1.11'	25.00'	2°32'05" 0.56'
C82	39.27'	25.00'	90°00'00" 25.00'
C83	21.91'	25.00'	50°12'59" 11.71'
C84	17.36'	25.00'	39°47'31" 9.05'
C85	87.17'	189.00'	26°25'38" 44.38'
C86	3.80'	189.00'	1°10'17" 1.87'
C87	83.31'	189.00'	25°15'21" 42.34'
C88	106.55'	231.00'	26°25'38" 54.24'
C89	29.16'	231.00'	7°14'20" 14.61'
C90	47.03'	231.00'	11°39'54" 23.80'
C91	30.33'	231.00'	7°31'24" 15.19'
C92	39.27'	25.00'	90°00'00" 25.00'
C93	21.91'	25.00'	50°12'59" 11.71'
C94	17.36'	25.00'	39°47'31" 9.05'
C95	39.27'	25.00'	90°00'00" 25.00'
C96	109.45'	279.00'	22°28'37" 55.44'
C97	43.12'	279.00'	8°51'16" 20.60'
C98	66.33'	279.00'	13°37'21" 33.32'
C99	125.93'	321.00'	22°28'37" 63.78'
C100	18.66'	321.00'	3°19'51" 9.33'
C101	43.66'	321.00'	7°43'17" 21.66'
C102	43.26'	321.00'	7°43'17" 21.66'
C103	20.75'	321.00'	3°42'12" 10.38'
C104	195.04'	165.50'	67°31'23" 110.63'
C105	159.10'	135.00'	67°31'23" 96.04'
C106	48.77'	135.00'	20°41'49" 24.65'
C107	20.02'	135.00'	8°29'46" 10.03'
C108	90.31'	135.00'	38°19'48" 46.92'
C109	54.98'	35.00'	90°00'00" 35.00'
C110	54.98'	35.00'	89°59'59" 35.00'
C111	20.98'	35.00'	34°20'20" 10.81'
C112	34.00'	35.00'	55°39'39" 18.48'

BAXTER DESIGN GROUP
 7600 N. Dobson Rd., Suite 200
 Scottsdale, AZ 85256
 (480) 818-6001

DATE: JUNE 24, 2010
 DESIGNED BY: MDS
 DRAWN BY: JTB
 REVIEWED BY: JMW
 PROJECT: FINAL PLAT



ENGINE: _____
 ARCHITECT: _____
 SURVEYOR: _____
 CONTRACTOR: _____

**FRANKLIN 643, LLC
 ANTHEM AT MERRILL RANCH
 FINAL PLAT
 UNIT 43**

SITUATED WITHIN THE WEST 1/4 OF SEC 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GERMEN TWP. PINAL CO., AZ

**UNIT 43
 LAYOUT
 SHEET 5 OF 6**

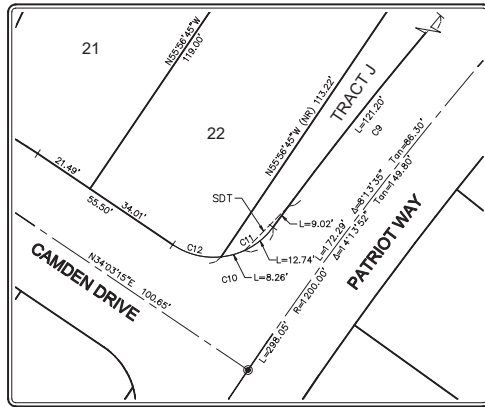
VERSION 2

NOT A PART
 211-02-001 R
 2007-022749, PCR

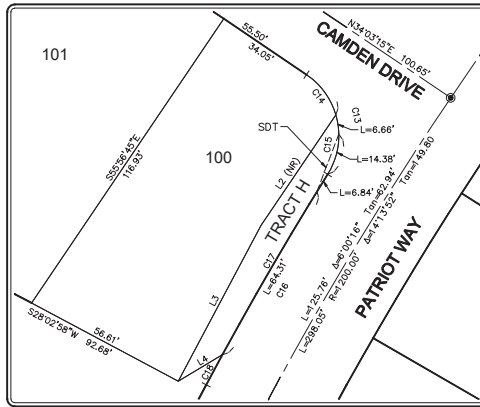
ANTHEM AT MERRILL RANCH UNIT 47 (PROPOSED)

HUNT HIGHWAY PHASE 1 & 3 (2006-166147, PCR)

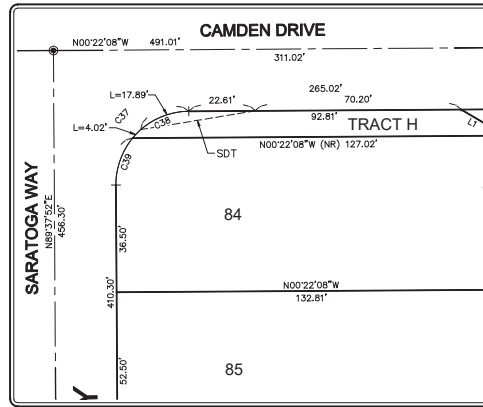
1650.00' S04°19'09"E 2461.53'



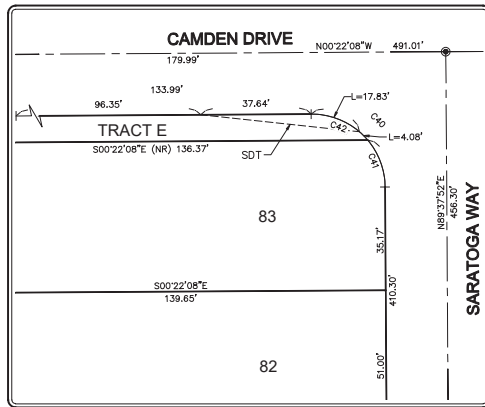
DETAIL "A"
SCALE: 1"=20'



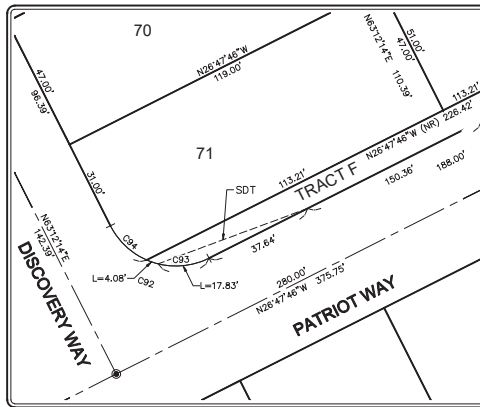
DETAIL "B"
SCALE: 1"=20'



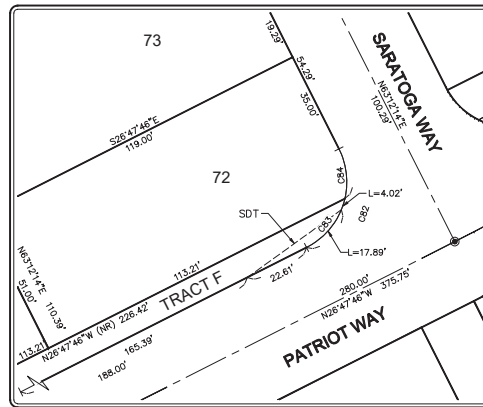
DETAIL "C"
SCALE: 1"=20'



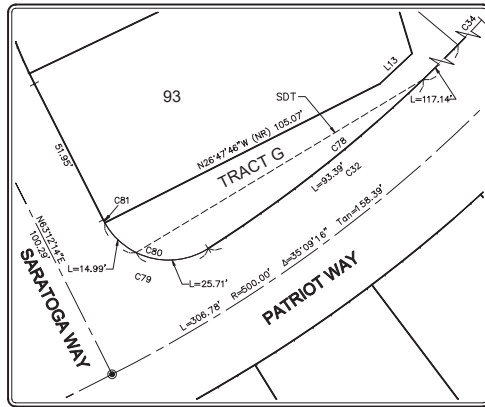
DETAIL "D"
SCALE: 1"=20'



DETAIL "E"
SCALE: 1"=20'



DETAIL "F"
SCALE: 1"=20'



DETAIL "G"
SCALE: 1"=20'

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)
- 3/4" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY LINE
- ROW LINE
- SECTION LINE
- TERMINAL POINT ON ROW
- INDICATES THAT PORTION OF THE 33RD COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- ALU ALUMINUM CAP
- BRASS BRASS CAP
- BOOK BOOK
- BOOKS BOOKS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DIK DIKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION NO.
- MEASURED
- MOR MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) RADIAL TO CURVE
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- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SIGHT DISTANCE TRIANGLE
- T # TOWNSHIP LINE NO. SOUTH
- TOF TOWN OF FLORENCE
- UNSTR UNRESTRICTED VIEW TRIANGLE
- VNT VEHICULAR NON-ACCESS EASEMENT
- WAE WALL MAINTENANCE EASEMENT
- WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP
7600 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

DATE:	JUNE 24, 2019
DESIGNED BY:	MSB
DRAWN BY:	STB
REVIEWED BY:	JMW
PROJECT:	
CODE:	FINAL PLAT




REVISION:	

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 43
SITUATED WITHIN THE WEST 1/4 OF SEC 24,
TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GERM TWP, PINAL CO., AZ

UNIT 43
SDT DETAILS
SHEET 6 OF 6

VERSION 2

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: August 19, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer, Community Development Director SUBJECT: Resolution No. 1714-19: Final Plat for Anthem at Merrill Ranch Unit 45		<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 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. 1714-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 45; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Franklin 643, LLC requests re-approval of the unrecorded Final Plat Anthem at Merrill Ranch (AMR) Unit 45, a proposed subdivision located within the AMR Planned Unit Development (PUD). This area will be part of the Parkside of the AMR community. This request originates from a potential purchase of Unit 45 by a new builder who wishes to construct homes in Anthem at Merrill Ranch. There are no changes to the Final Plat that was approved on February 5, 2018 by Resolution No. 1655-18

There are 146 single-family residential lots proposed for this 40.43 +/- acre subdivision. The resultant density for this unit will be 3.61 dwelling units per acre. Should the Town Council approve the three AMR Final Plats on this agenda (AMR Units 41, 43, and 45), the resultant overall density for AMR based on Final Plat approvals will be 3.2 dwelling units per acre. The PUD zoning permits an overall single-family residential density of 3.5 dwelling units per acre for the overall AMR development.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat Extension for AMR Unit 45 was approved by the Planning and Zoning Commission on April 20, 2017. 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. The Town Council initially approved the Final Plat on February 5, 2018.

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 45 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Franklin 643, LLC. 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. 1714-19
Compatibility Map
Final Plat for Anthem at Merrill Ranch Unit 45

RESOLUTION NO. 1714-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AFFIRMING THE APPROVAL OF THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 45; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat Anthem at Merrill Ranch Unit 45 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat Extension for Anthem at Merrill Ranch Unit 45 was approved by the Planning and Zoning Commission on April 20, 2017; and

WHEREAS, the Final Plat for Anthem at Merrill Ranch Unit 45 was previously approved by the Town Council on February 5, 2018 by Resolution No. 1655-18.

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

1. Affirm the approval of the Final Plat for Anthem at Merrill Ranch Unit 45 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 19th day of August 2019.

Tara Walter, Mayor

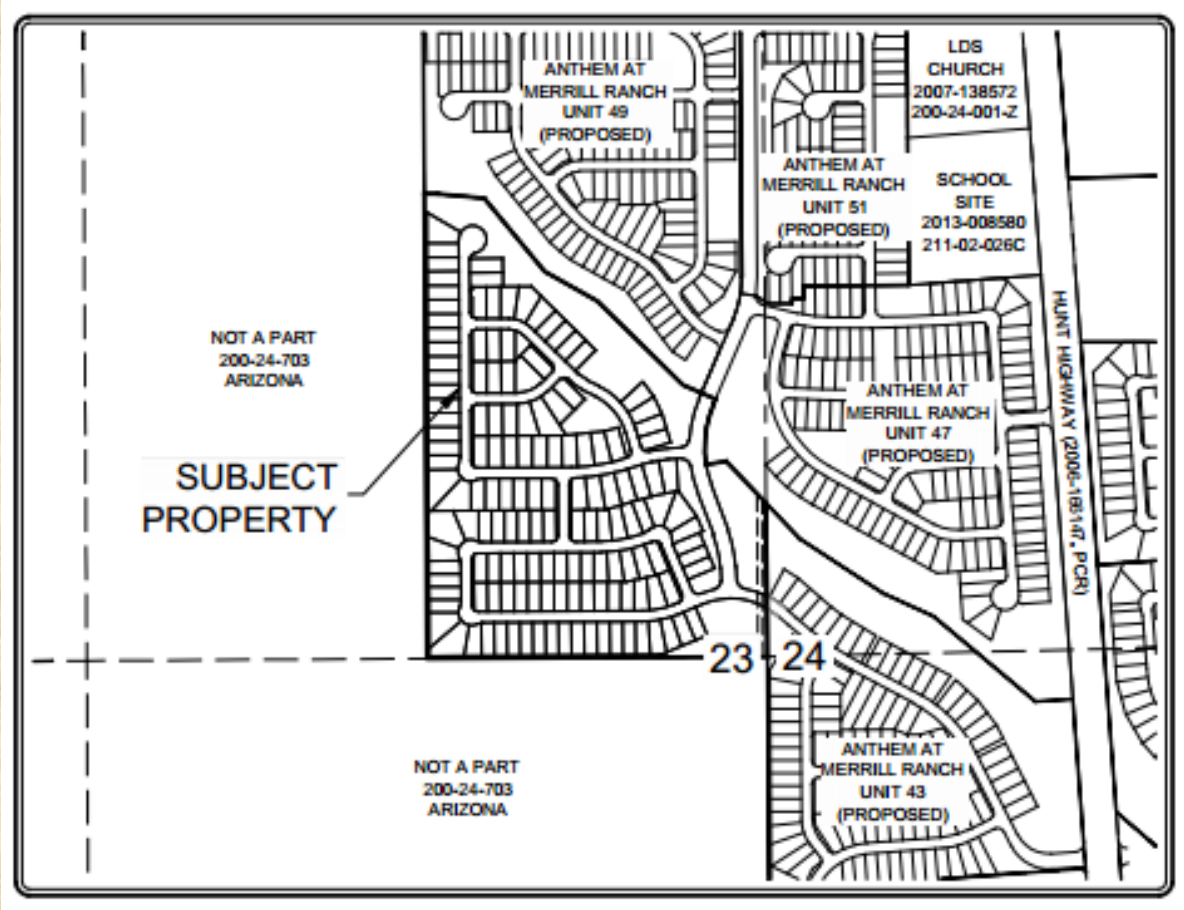
ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

AMR Unit 45



LOCATION MAP

1" = 500'

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER (FOUND 3" GLO BRASS CAP) OF SAID SECTION 23, FROM WHICH POINT THE NORTHEAST CORNER (FOUND AC, LS 17258) OF SAID SECTION 23 BEARS NORTH 00 DEGREES 22 MINUTES 45 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2637.41 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 39 MINUTES 08 SECONDS WEST, A DISTANCE OF 1323.31 FEET;

THENCE NORTH 60 DEGREES 22 MINUTES 05 SECONDS WEST, A DISTANCE OF 1806.53 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 55 SECONDS EAST, A DISTANCE OF 55.33 FEET;

THENCE SOUTH 84 DEGREES 48 MINUTES 22 SECONDS EAST, A DISTANCE OF 179.97 FEET;

THENCE SOUTH 39 DEGREES 25 MINUTES 52 SECONDS EAST, A DISTANCE OF 369.31 FEET;

THENCE SOUTH 60 DEGREES 47 MINUTES 34 SECONDS EAST, A DISTANCE OF 234.73 FEET;

THENCE SOUTH 45 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 466.14 FEET;

THENCE SOUTH 66 DEGREES 26 MINUTES 15 SECONDS EAST, A DISTANCE OF 137.70 FEET;

THENCE SOUTH 23 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 20.00 FEET;

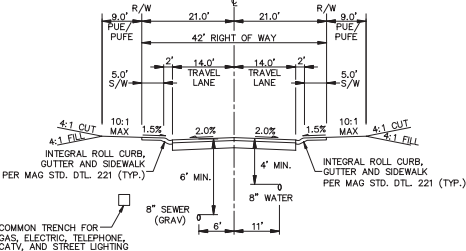
THENCE SOUTHERLY, AN ARC DISTANCE OF 242.63 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET AND AN INCLUDED ANGLE OF 33 DEGREES 05 MINUTES 56 SECONDS;

THENCE NORTH 80 DEGREES 27 MINUTES 49 SECONDS EAST, A DISTANCE OF 80.00 FEET;

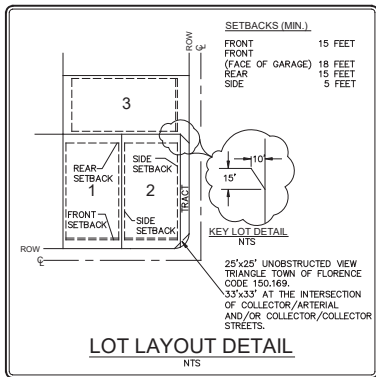
THENCE SOUTH 43 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 225.77 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 45 SECONDS EAST, A DISTANCE OF 595.79 FEET TO THE POINT OF BEGINNING.

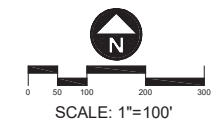
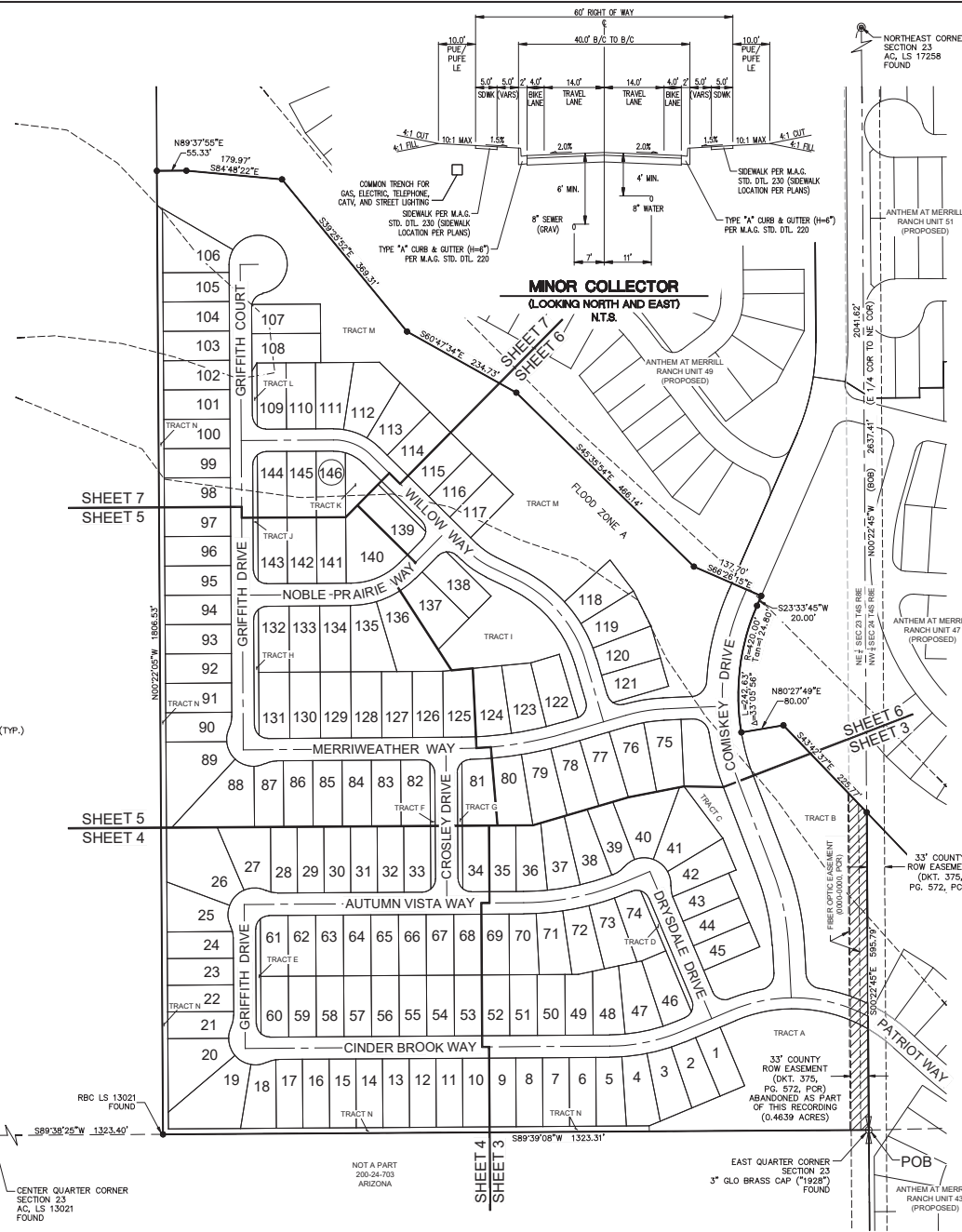
CONTAINING 40.4355 ACRES MORE OR LESS.



LOCAL ROADWAY
(LOOKING NORTH AND EAST)
N.T.S.



LOT LAYOUT DETAIL
N.T.S.



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).
-

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PROPERTY LINE
- ROW
- TERMINAL POINT ON ROW
-

ABBREVIATIONS

- (AC) ACRE
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- BC BRASS CAP
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- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
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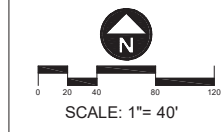
DATE:	JUNE 24, 2010
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DRAWN BY:	STB
REVIEWED BY:	JMW
PROJECT:	
CODE:	FINAL PLAN

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAN
UNIT 45

SITUATED WITHIN THE NE 1/4 OF SEC 23, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GIBSON TOWNSHIP, PINAL CO., AZ

UNIT 45
INDEX MAP
SHEET 2 OF 8

DATE: 06/24/2010 10:45 AM
DRAWN BY: STB
CHECKED BY: JMW
SCALE: AS SHOWN



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)
 - 3/4" 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 EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

ABBREVIATIONS

- (AC) ACRE
- ALUMINUM BRASS CAP
- BOOK
- BOTTOM OF BEARING
- CONCRETE MASONRY UNIT
- FOUND MONUMENT
- GENERAL LAND OFFICE
- LANDSCAPE EASEMENT
- LAND SURVEYORS REGISTRATION NO.
- MEASURED
- MORE OR LESS
- NO ID NO IDENTIFICATION (NO LS No.)
- INDICATES LINE (NO LS No.)
- RADIAL TO CURVE
- NOT TO SCALE
- PINNAKLE COUNTY RECORDER
- PAGE
- POINT OF BEGINNING
- PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- RECORD
- RANGE LINE NO. EAST
- RADIAL BEARING
- RIGHT OF WAY
- SECTION NO.
- SEWER DRAIN EASEMENT
- SLIDE
- SANITARY SEWER EASEMENT
- SIGHT DISTANCE TRIANGLE
- TOWNSHIP LINE NO. SOUTH
- TOWN OF FLORENCE
- UNRESTRICTED VIEW TRIANGLE
- VEHICULAR NON-ACCESS EASEMENT
- WALL MAINTENANCE EASEMENT

LINE TABLE

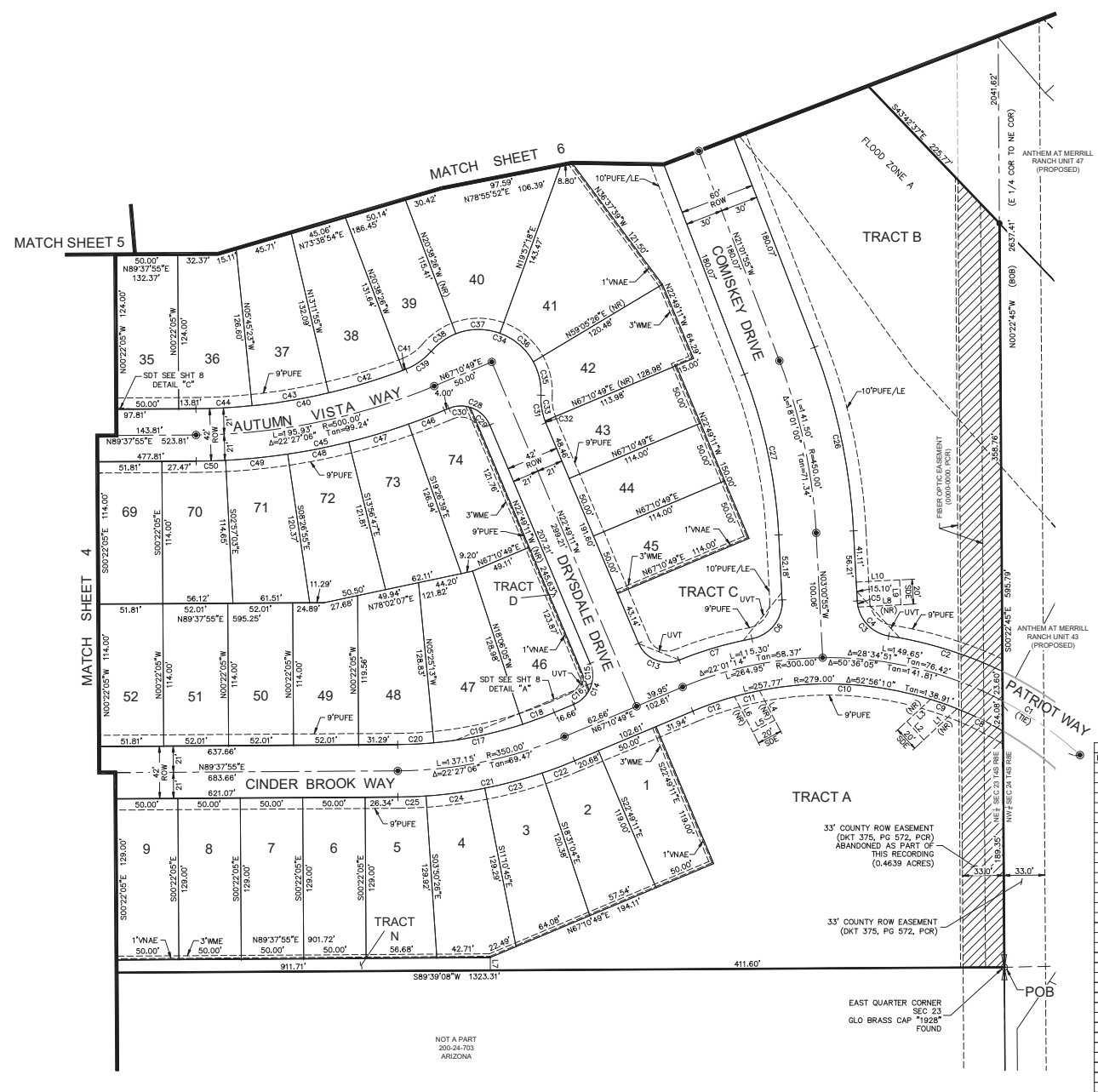
LINE	BEARING	DISTANCE
L1	S46°59'09"W	36.42'
L2	S43°00'51"E	20.00'
L3	S46°59'09"W	25.92'
L4	S27°29'34"E	26.75'
L5	S62°30'26"W	20.00'
L6	S27°29'34"E	31.78'
L7	S00°22'05"E	10.32'
L8	N86°59'05"E	34.35'
L9	S03°00'55"E	20.00'
L10	N86°59'05"E	34.75'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	75.92	300.00	142°59'56"	38.16'
C2	98.46	321.00	170°21'7"	48.08'
C3	40.98	30.00	78°13'47"	24.39'
C4	36.04	30.00	68°50'05"	20.65'
C5	4.92	30.00	92°33'42"	2.47'
C6	42.97	30.00	82°04'27"	26.11'
C7	60.94	321.00	105°52'38"	30.56'
C8	40.65	279.00	82°09'54"	20.36'
C9	22.56	279.00	43°57'59"	11.29'
C10	138.60	279.00	287°50'07"	70.76'
C11	20.62	279.00	41°40'05"	10.32'
C12	35.33	279.00	71°52'22"	17.69'
C13	38.83	25.00	88°59'55"	24.57'
C14	39.27	25.00	90°00'00"	25.00'
C15	21.91	25.00	50°12'29"	11.71'
C16	17.36	25.00	39°47'31"	9.05'
C17	108.92	329.00	22°27'08"	65.30'
C18	27.09	329.00	4°43'06"	13.55'
C19	72.82	329.00	12°40'53"	36.56'
C20	28.01	329.00	53°33'08"	13.51'
C21	146.38	371.00	222°27'06"	73.63'
C22	27.86	371.00	41°07'07"	13.93'
C23	47.52	371.00	72°01'19"	23.79'
C24	47.52	371.00	72°01'19"	23.79'
C25	22.48	371.00	328°21'11"	11.25'
C26	150.94	480.00	181°01'00"	76.10'
C27	132.07	420.00	181°01'00"	66.58'
C28	39.27	25.00	90°00'00"	25.00'
C29	21.91	25.00	50°12'29"	11.71'
C30	17.36	25.00	39°47'31"	9.05'
C31	22.55	50.00	285°50'31"	11.47'
C32	1.54	50.00	1°45'44"	0.77'
C33	21.01	50.00	24°04'47"	10.66'
C34	124.43	50.00	142°35'13"	147.66'
C35	27.84	50.00	31°54'24"	14.29'
C36	35.92	50.00	41°09'37"	18.77'
C37	36.10	50.00	41°22'16"	18.88'
C38	24.56	50.00	28°08'55"	12.54'
C39	24.97	50.00	28°36'50"	12.75'
C40	172.06	479.00	203°45'52"	86.97'
C41	2.58	479.00	01°18'31"	1.29'
C42	62.22	479.00	72°6'32"	31.15'
C43	62.22	479.00	72°6'32"	31.15'
C44	45.05	479.00	52°31'8"	22.54'
C45	204.16	521.00	222°27'06"	103.40'
C46	30.70	521.00	322°32'	15.35'
C47	49.89	521.00	52°59'52"	25.02'
C48	49.89	521.00	52°59'52"	25.02'
C49	49.89	521.00	52°59'52"	25.02'
C50	23.48	521.00	234°58'	11.74'

LOT TABLE

LOT NO.	SQ. FT.	ACRES
1	5,950	0.1366
2	6,324	0.1452
3	6,886	0.1581
4	7,374	0.1693
5	6,812	0.1564
6	6,450	0.1481
7	6,450	0.1481
8	6,450	0.1481
9	6,450	0.1481
35	6,200	0.1423
36	6,589	0.1513
37	6,984	0.1603
38	7,097	0.1629
39	6,195	0.1422
40	9,135	0.2135
41	10,230	0.2348
42	6,847	0.1572
43	5,700	0.1309
44	5,700	0.1309
45	5,700	0.1309
46	7,022	0.1612
47	7,584	0.1741
48	6,825	0.1567
49	6,005	0.1379
50	5,929	0.1361
51	5,929	0.1361
52	5,907	0.1356
53	5,907	0.1356
54	6,108	0.1402
55	6,506	0.1494
56	6,506	0.1494
57	6,784	0.1557
58	6,929	0.1591
59	6,929	0.1591
60	6,929	0.1591
61	6,929	0.1591
62	6,929	0.1591
63	6,929	0.1591
64	6,929	0.1591
65	6,929	0.1591
66	6,929	0.1591
67	6,929	0.1591
68	6,929	0.1591
69	6,929	0.1591
70	6,929	0.1591
71	6,929	0.1591
72	6,929	0.1591
73	6,929	0.1591
74	6,929	0.1591



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200-24-703
ARIZONA

BAXTER DESIGN GROUP
7600 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
480-818-6001

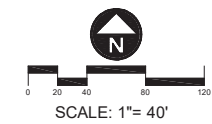
DATE: JUNE 24, 2010
DESIGNED BY: BDB
DRAWN BY: JTB
CHECKED BY: JMW
PROJECT: FINAL PLAT

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 45

SITUATED WITHIN THE NE 1/4 OF SEC. 23,
TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GRSBRS TOP, PINNAKLE CO., AZ

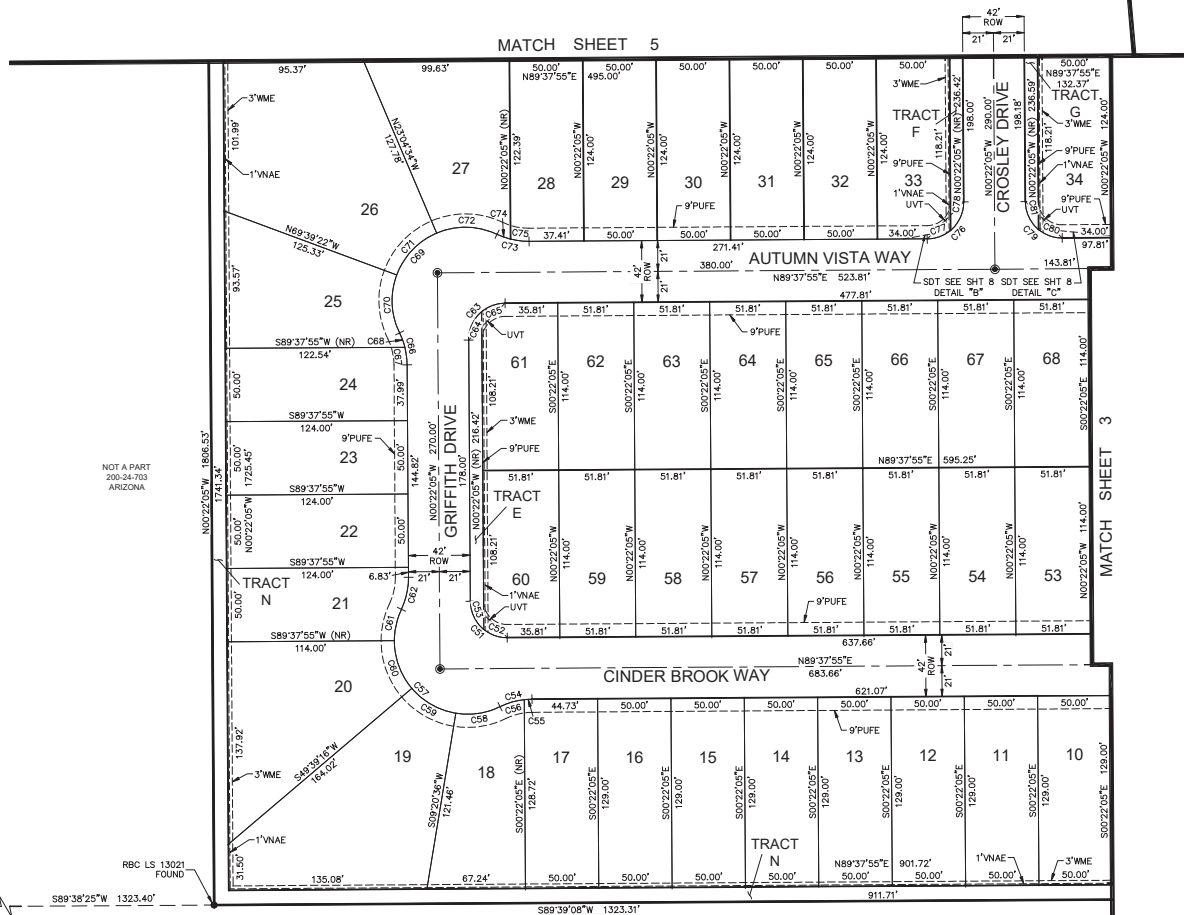
UNIT 45
LAYOUT
SHEET 3 OF 8

VERSION 2



MATCH SHEET 5

MATCH SHEET 3



LOT NO.	SO. FT.	ACRES
10	6,450	0.1481
11	6,450	0.1481
12	6,450	0.1481
13	6,450	0.1481
14	6,450	0.1481
15	6,450	0.1481
16	6,450	0.1481
17	6,450	0.1481
18	6,958	0.1597
19	13,117	0.3011
20	10,451	0.2399
21	5,986	0.1374
22	6,200	0.1423
23	6,200	0.1423
24	6,194	0.1422
25	8,337	0.1914
26	15,167	0.3482
27	8,765	0.2022
28	6,183	0.1422
29	6,200	0.1423
30	6,200	0.1423
31	6,200	0.1423
32	6,200	0.1423
33	6,171	0.1417
34	6,171	0.1417
35	5,907	0.1356
36	5,907	0.1356
37	5,907	0.1356
38	5,907	0.1356
39	5,907	0.1356
40	5,907	0.1356
41	5,907	0.1356
42	5,907	0.1356
43	5,907	0.1356
44	5,907	0.1356
45	5,907	0.1356
46	5,907	0.1356
47	5,907	0.1356
48	5,907	0.1356
49	5,907	0.1356
50	5,907	0.1356
51	5,907	0.1356
52	5,907	0.1356
53	5,907	0.1356
54	5,907	0.1356
55	5,907	0.1356
56	5,907	0.1356
57	5,907	0.1356
58	5,907	0.1356
59	5,907	0.1356
60	5,907	0.1356
61	5,907	0.1356
62	5,907	0.1356
63	5,907	0.1356
64	5,907	0.1356
65	5,907	0.1356
66	5,907	0.1356
67	5,907	0.1356
68	5,907	0.1356

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C51	39.27	25.00	90°00'00"	25.00
C52	17.36	25.00	39°47'31"	9.06
C53	21.91	25.00	50°12'29"	11.71
C54	22.55	50.00	25°50'31"	11.47
C55	5.28	50.00	6°02'59"	2.84
C56	17.27	50.00	19°47'32"	8.72
C57	123.64	50.00	141°41'02"	143.92
C58	31.03	50.00	35°33'13"	16.03
C59	35.18	50.00	40°18'59"	18.35
C60	35.30	50.00	40°27'20"	18.42
C61	22.13	50.00	25°21'50"	11.25
C62	22.55	50.00	25°50'31"	11.47
C63	39.27	25.00	90°00'00"	25.00
C64	21.91	25.00	50°12'29"	11.71
C65	17.36	25.00	39°47'31"	9.06
C66	22.55	50.00	25°50'31"	11.47
C67	12.12	50.00	13°53'37"	6.09
C68	10.43	50.00	11°56'54"	5.23
C69	123.64	50.00	141°41'02"	143.92
C70	40.83	50.00	46°33'41"	21.51
C71	40.65	50.00	46°34'48"	21.52
C72	42.37	50.00	48°32'59"	22.55
C73	22.55	50.00	25°50'31"	11.47
C74	9.83	50.00	11°15'33"	4.93
C75	12.73	50.00	14°34'58"	6.40
C76	39.27	25.00	90°00'00"	25.00
C77	17.36	25.00	39°47'31"	9.06
C78	21.91	25.00	50°12'29"	11.71
C79	39.27	25.00	90°00'00"	25.00
C80	17.36	25.00	39°47'31"	9.06
C81	21.91	25.00	50°12'29"	11.71

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE.
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE).
- CENTER LINE 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.
- PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- BOB BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKI DOWEL
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS LAND SURVEYORS REGISTRATION NO.
- MEASURED
- MOK MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT MEASURED
- NTS NOT TO SCALE
- FOR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT / RECORD
- RECORD
- (R) RANGE LINE NO. EAST
- RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION NO.
- SEW STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SIGHT DISTANCE TRIANGLE
- TD TOWNSHIP LINE NO. SOUTH
- TOWNSHIP OF FLORENCE
- UNRESTRICTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP
7600 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

DATE: JUNE 24, 2019
DESIGNED BY: MDS
DRAWN BY: STB
REVIEWED BY: JMW
PROJECT: FINAL PLAT

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 45

SITUATED WITHIN THE NE 1/4 OF SEC 23,
TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GSRSM TOWNSHIP, PINAL CO., AZ

UNIT 45
LAYOUT
SHEET 4 OF 8

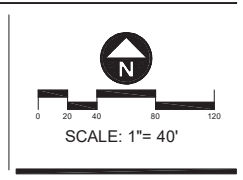
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200-24-703
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200-24-703
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CENTER QUARTER CORNER
SECTION 23
AC, LS 13021
FOUND

VERSION 2



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)
 - 3/4" 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 EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

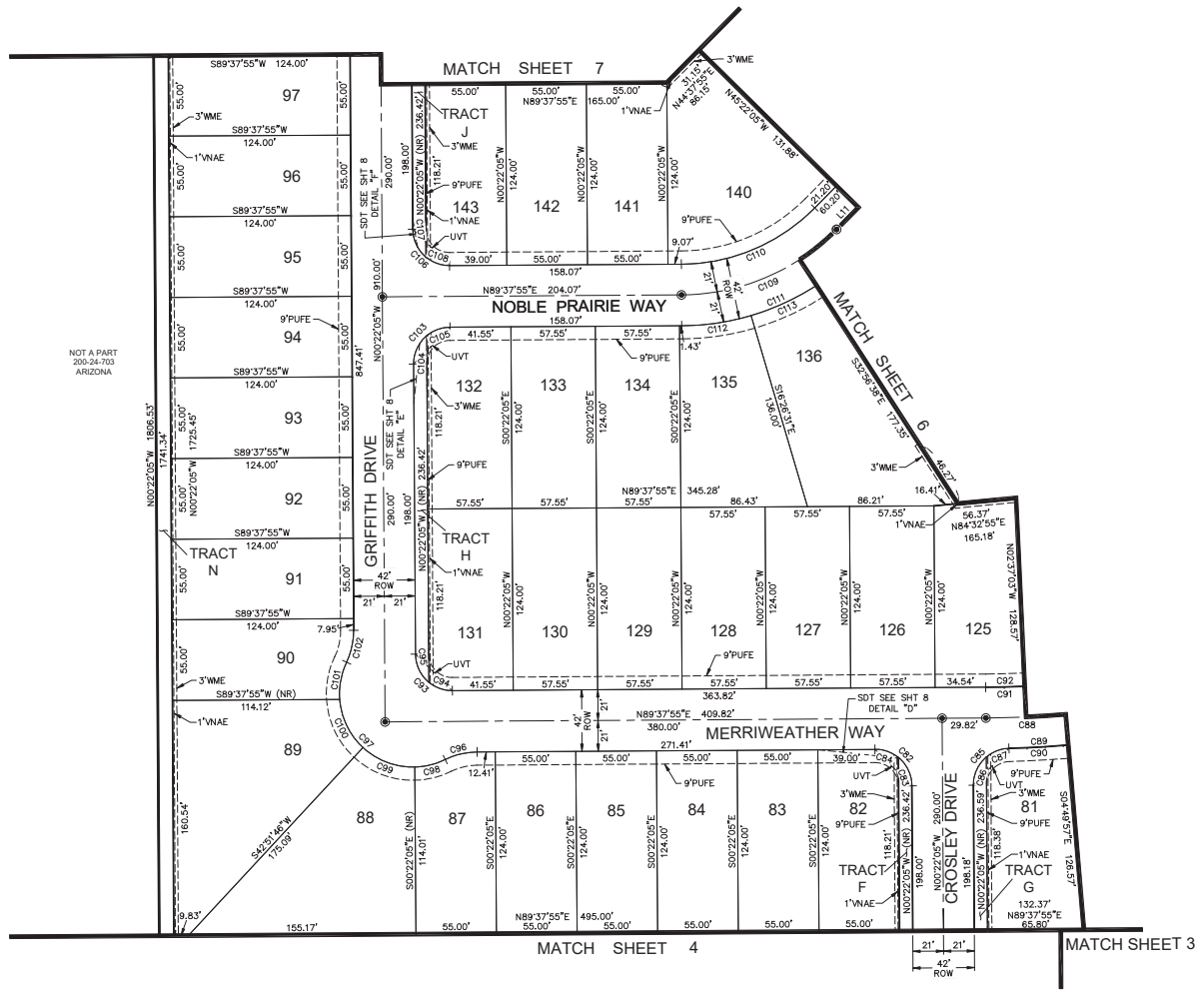
ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BR BRASS CAP
- BOOK
- BOOK BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LANDSCAPE EASEMENT
- LAND SURVEYORS REGISTRATION NO.
- MEASURED
- MOK MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT
- NTS NOT TO SCALE
- FOR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUEF PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
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- ROW RIGHT OF WAY
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- SEW SEW DRAIN EASEMENT
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- SIGHT DISTANCE TRIANGLE
- TOWNSHIP LINE No. SOUTH
- TOWN OF FLORENCE
- UNRESTRICTED VIEW TRIANGLE
- VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT NO.	SQ. FT.	ACRES
81	7,571	0.1738
82	6,791	0.1559
83	6,820	0.1566
84	6,820	0.1566
85	6,820	0.1566
86	6,820	0.1566
87	6,812	0.1518
88	11,813	0.2712
89	12,838	0.2947
90	6,568	0.1508
91	6,820	0.1566
92	6,820	0.1566
93	6,820	0.1566
94	6,820	0.1566
95	6,820	0.1566
96	6,820	0.1566
97	6,820	0.1566
125	7,424	0.1704
126	7,136	0.1638
127	7,136	0.1638
128	7,136	0.1638
129	7,136	0.1638
130	7,136	0.1638
131	7,107	0.1631
132	7,107	0.1631
133	7,136	0.1638
134	7,136	0.1638
135	8,613	0.1977
136	11,040	0.2535
140	10,493	0.2408
141	6,820	0.1566
142	6,820	0.1566
143	6,791	0.1559

LINE	BEARING	DISTANCE
L11	N44°37'55"E	106.20'

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C82	39.27'	25.00°	90°00'00"	25.00'
C83	21.91'	25.00°	50°12'29"	11.71'
C84	17.36'	25.00°	39°47'31"	9.05'
C85	38.73'	25.00°	88°45'27"	24.46'
C86	21.91'	25.00°	50°12'29"	11.71'
C87	18.82'	25.00°	38°32'57"	8.74'
C88	195.27'	700.00°	15°59'00"	98.28'
C89	185.50'	721.00°	14°44'27"	93.26'
C90	40.54'	721.00°	31°31'18"	20.28'
C91	189.42'	679.00°	15°59'00"	95.33'
C92	26.66'	679.00°	21°45'7"	13.33'
C93	39.27'	25.00°	90°00'00"	25.00'
C94	17.36'	25.00°	39°47'31"	9.05'
C95	21.91'	25.00°	50°12'29"	11.71'
C96	22.55'	50.00°	25°50'31"	11.47'
C97	123.64'	50.00°	141°41'02"	143.92'
C98	21.55'	50.00°	24°41'45"	10.95'
C99	38.73'	50.00°	44°22'37"	20.39'
C100	37.35'	50.00°	42°47'45"	19.59'
C101	26.02'	50.00°	29°48'55"	13.31'
C102	22.55'	50.00°	25°50'31"	11.47'
C103	39.27'	25.00°	90°00'00"	25.00'
C104	21.91'	25.00°	50°12'29"	11.71'
C105	17.36'	25.00°	39°47'31"	9.05'
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	117.81'	150.00°	45°00'00"	62.13'
C110	110.32'	129.00°	45°00'00"	53.43'
C111	134.30'	171.00°	45°00'00"	70.83'
C112	47.97'	171.00°	16°04'26"	24.14'
C113	49.25'	171.00°	16°30'08"	24.80'



NOT A PART
200-24-703
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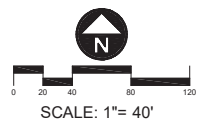
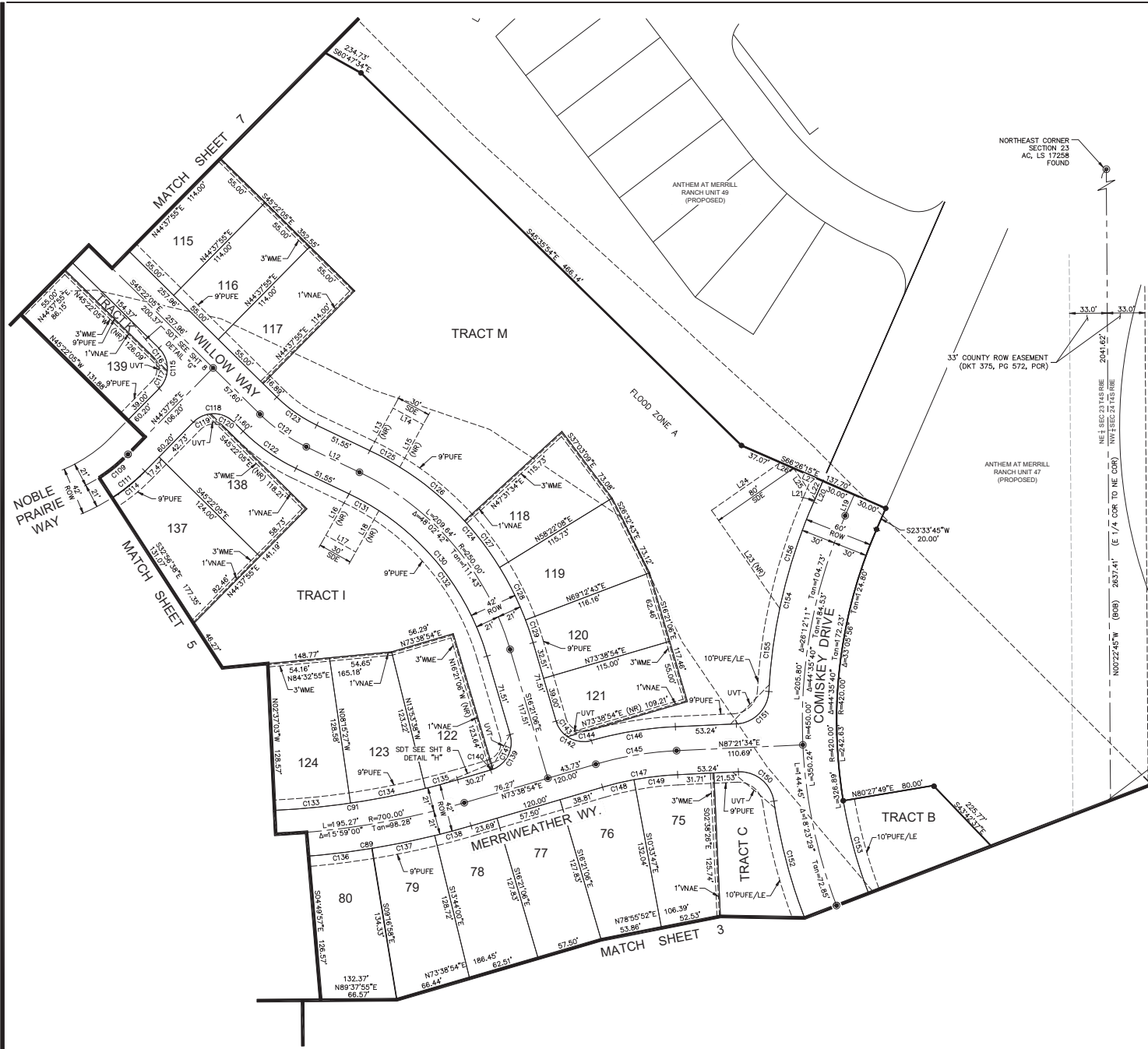
BAXTER DESIGN GROUP
7600 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
480-818-6001

DATE: JUNE 24, 2010
DESIGNED BY: RMB
DRAWN BY: JTB
CHECKED BY: JMW
PROJECT: ANTHEM AT MERRILL RANCH
SHEET: FINAL PLAT

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 45
SITUATED WITHIN THE NE 1/4 OF SEC 23,
TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GBSRN TOWNSHIP, PINAL CO., AZ

UNIT 45
SHEET 5 OF 8

VERSION 2



NORTHEAST CORNER SECTION 23 AC, LS 17228 FOUND

33' COUNTY ROW EASEMENT (DKT 375, PG 572, PCR)

LOT NO.	SQ. FT.	ACRES
75	7,939	0.1823
76	7,869	0.1806
77	7,350	0.1687
78	7,625	0.1750
79	8,009	0.1839
80	7,938	0.1822
115	6,270	0.1439
116	6,270	0.1439
117	6,270	0.1439
118	7,118	0.1634
119	7,134	0.1638
120	6,676	0.1533
121	6,296	0.1445
122	7,287	0.1673
123	7,654	0.1757
124	7,265	0.1782
137	8,539	0.1970
138	7,254	0.1665
139	7,224	0.1658

LINE	BEARING	DISTANCE
L12	N84°23'48"W	51.55'
L13	S28°46'35"W	42.45'
L14	S81°13'42"E	30.00'
L15	S28°46'35"W	42.45'
L16	N29°21'33"E	41.51'
L17	S60°38'27"E	30.00'
L18	N29°21'33"E	41.51'
L19	N23°33'45"E	20.00'
L20	N23°33'45"E	20.00'
L21	N23°33'45"E	20.00'
L22	N23°33'45"E	17.24'
L23	S34°49'30"E	104.59'
L24	S55°10'30"W	73.38'
L25	S34°49'30"E	32.80'
L26	N66°26'15"W	12.62'
L27	N66°26'15"W	28.01'

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C89	185.50'	721.00'	14.44°27"	93.26'
C91	189.42'	679.00'	14.55°00"	95.33'
C109	117.81'	150.00'	45°00'00"	62.13'
C111	134.30'	171.00'	45°00'00"	70.83'
C114	37.08'	171.00'	12°22'27"	18.61'
C115	39.27'	25.00'	90°00'00"	25.00'
C116	21.91'	25.00'	50°12'29"	11.71'
C117	17.36'	25.00'	39°47'31"	9.05'
C118	39.27'	25.00'	90°00'00"	25.00'
C119	17.36'	25.00'	39°47'31"	9.05'
C120	21.91'	25.00'	50°12'29"	11.71'
C121	49.82'	150.00'	18°01'43"	25.14'
C122	56.79'	171.00'	19°01'43"	28.66'
C123	42.84'	199.00'	19°01'43"	21.62'
C124	227.25'	271.00'	48°02'42"	120.78'
C125	30.02'	271.00'	6°20'45"	15.02'
C126	73.68'	271.00'	15°34'57"	37.07'
C127	51.28'	271.00'	10°50'34"	25.72'
C128	51.28'	271.00'	10°50'34"	25.72'
C129	20.98'	271.00'	4°28'12"	10.50'
C130	192.03'	229.00'	48°02'42"	102.07'
C131	30.02'	229.00'	7°30'41"	15.03'
C132	162.01'	229.00'	40°32'01"	84.56'
C133	66.84'	679.00'	5°38'25"	33.45'
C134	66.79'	679.00'	5°38'10"	33.42'
C135	29.13'	679.00'	2°27'28"	14.57'
C136	56.00'	721.00'	4°27'02"	28.02'
C137	56.00'	721.00'	4°27'02"	28.02'
C138	32.95'	721.00'	2°37'02"	16.48'
C139	39.27'	25.00'	90°00'00"	25.00'
C140	2.19'	25.00'	5°00'34"	1.09'
C141	37.08'	25.00'	84°59'28"	24.80'
C142	39.11'	25.00'	89°37'27"	24.84'
C143	17.36'	25.00'	39°47'27"	9.05'
C144	21.74'	25.00'	49°50'00"	11.61'
C145	71.79'	300.00'	13°42'40"	36.07'
C146	74.71'	321.00'	13°20'07"	37.52'
C147	66.77'	279.00'	13°42'40"	33.54'
C148	28.19'	279.00'	5°47'19"	14.11'
C149	38.98'	279.00'	7°55'21"	19.32'
C150	44.12'	30.00'	84°15'39"	27.14'
C151	44.12'	30.00'	84°15'39"	27.14'
C152	108.99'	480.00'	12°39'08"	53.21'
C153	84.27'	490.00'	11°29'44"	42.27'
C154	171.44'	480.00'	20°27'50"	86.64'
C155	73.44'	480.00'	8°45'59"	36.79'
C156	98.00'	480.00'	11°41'51"	49.17'

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 EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BR BRASS CAP
- BOOK
- (BO) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DW DW
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LANDSCAPE EASEMENT
- LAND SURVEYORS REGISTRATION No.
- LS####
- MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) RADIAL TO CURVE
- NOT TO SCALE
- PCR FINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- R # E RANGE LINE No. EAST
- (RS) RADIAL FROM EASEMENT
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SEWER STORM DRAIN EASEMENT
- SLD SLIDE
- SEE SANITARY SEWER EASEMENT
- SOT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOF TOWN OF FLORENCE
- UTV UTILITY FACILITY EASEMENT
- VNE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

DATE:	JUNE 26, 2019
RECORD BY:	BEAR
DRAWN BY:	STB
REVIEWED BY:	JWW
PROJECT:	
CODE:	FINAL PLAT



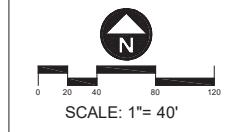
FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 45

SITUATED WITHIN THE NE 1/4 OF SEC 23, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GAZON, TWP, PINAL CO., AZ

UNIT 45
LAYOUT
SHEET 6 OF 8

DATE PLOTTED: 6/26/19 10:51:00 AM
PLOT BY: JWW

VERSION 2



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)
 - 3/4" 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 33RD COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- ALU ALUMINUM CAP
- BRK BRASS CAP
- BOOK BOOK
- (BOOK) BEARING OF BEARING
- CMU CONCRETE MASONARY UNIT
- DKT DRAINAGE
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- MEAS MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- FOR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- RECORD RECORD
- (R) RANGE LINE No. EAST
- (RD) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SEW STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SIT SIGHT DISTANCE TRIANGLE
- TD TOWNSHIP LINE No. SOUTH
- T # TOWN OF FLORENCE
- TOP UNRESTRICTED VIEW TRIANGLE
- WAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP
7600 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

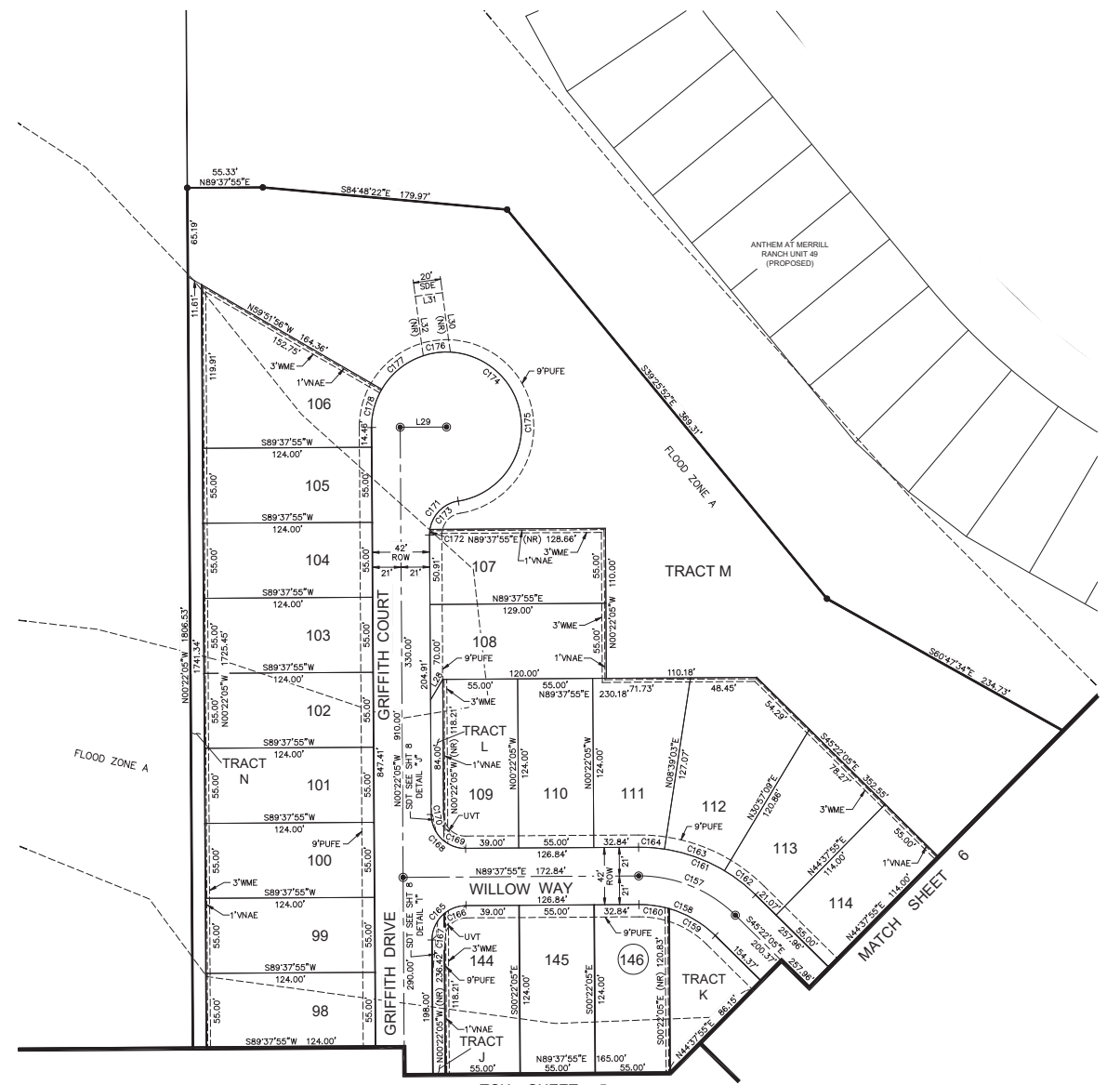
DATE: JUNE 24, 2010
DESIGNED BY: BDB
DRAWN BY: BDB
CHECKED BY: JMW
PROJECT: ANTHEM AT MERRILL RANCH
SCALE: FINAL PLAT

REVISIONS:

**FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 45**

SITUATED WITHIN THE NE 1/4 OF SEC 23, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GBSRN TOP, PINAL CO., AZ

**UNIT 45
LAYOUT
SHEET 7 OF 8**



LOT TABLE

LOT NO.	SQ. FT.	ACRES
98	6,820	0.1566
99	6,820	0.1566
100	6,820	0.1566
101	6,820	0.1566
102	6,820	0.1566
103	6,820	0.1566
104	6,820	0.1566
105	6,820	0.1566
106	10,426	0.2394
107	7,095	0.1629
108	7,162	0.1644
109	6,791	0.1559
110	6,820	0.1566
111	7,684	0.1764
112	9,465	0.2173
113	7,375	0.1693
114	6,270	0.1439
144	6,791	0.1559
145	6,820	0.1566
146	6,797	0.1560

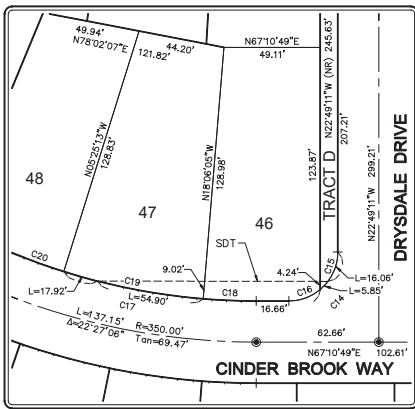
LINE TABLE

LINE BEARING	DISTANCE
L28	S30°35'44"W 17.49'
L29	N89°37'55"E 34.00'
L30	S07°37'25"E 43.92'
L31	N82°22'35"E 20.00'
L32	S07°37'25"E 43.92'

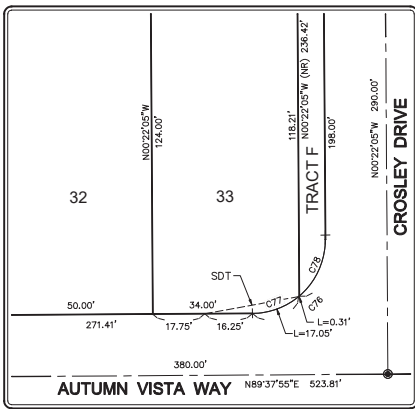
CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT
C157	78.54'	100.00'	45°00'00" 41.42'
C158	62.05'	79.00'	45°00'00" 32.72'
C159	39.59'	79.00'	28°42'39" 20.22'
C160	22.46'	79.00'	16°17'11" 11.91'
C161	95.03'	121.00'	45°00'00" 50.12'
C162	28.89'	121.00'	13°40'45" 14.61'
C163	47.10'	125.00'	22°18'07" 23.85'
C164	19.05'	121.00'	9°01'08" 8.54'
C165	39.27'	25.00'	90°00'00" 25.00'
C166	17.36'	25.00'	39°47'31" 9.05'
C167	21.91'	25.00'	50°12'29" 11.71'
C168	39.27'	25.00'	90°00'00" 25.00'
C169	17.36'	25.00'	39°47'31" 9.05'
C170	21.91'	25.00'	50°12'29" 11.71'
C171	35.51'	25.00'	81°22'21" 21.49'
C172	4.11'	25.00'	9°25'38" 2.08'
C173	31.39'	25.00'	71°56'45" 18.15'
C174	250.90'	55.00'	281°22'23" 63.97'
C175	161.42'	55.00'	169°19'10" 330.09'
C176	20.11'	55.00'	20°57'05" 10.17'
C177	40.09'	55.00'	41°45'59" 20.98'
C178	29.28'	55.00'	30°30'09" 15.00'

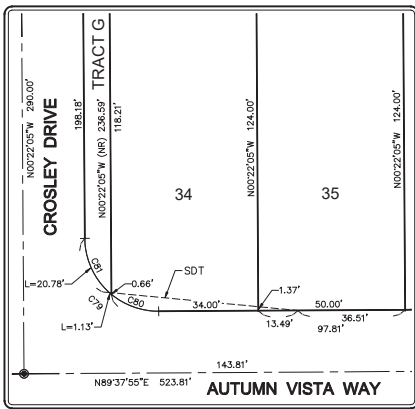
VERSION 2



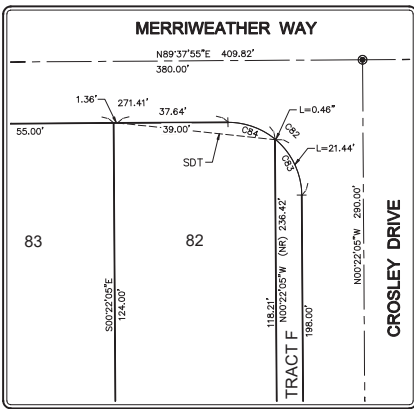
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SCALE: 1"=30'



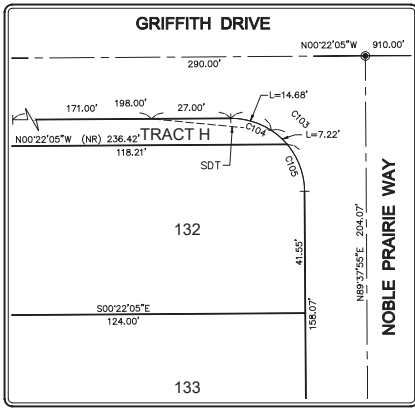
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SCALE: 1"=20'



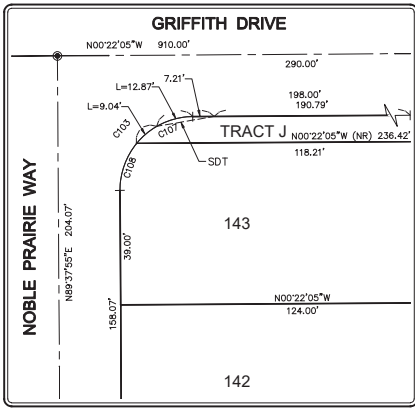
DETAIL "C"
SCALE: 1"=20'



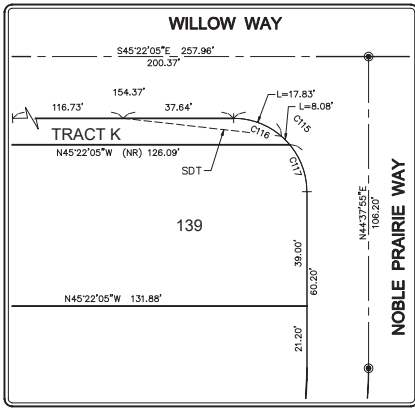
DETAIL "D"
SCALE: 1"=20'



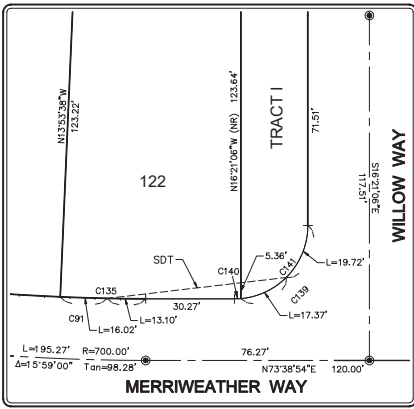
DETAIL "E"
SCALE: 1"=20'



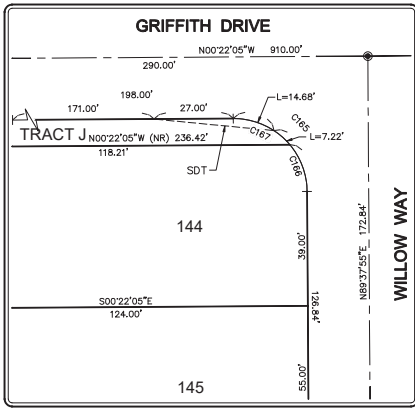
DETAIL "F"
SCALE: 1"=20'



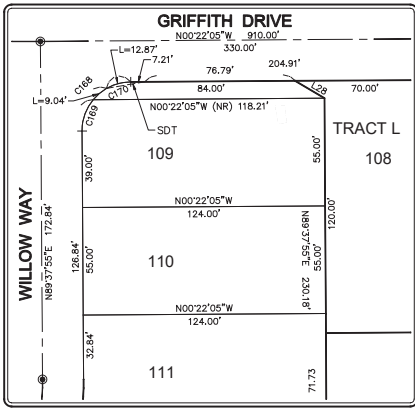
DETAIL "G"
SCALE: 1"=20'



DETAIL "H"
SCALE: 1"=20'



DETAIL "I"
SCALE: 1"=20'



DETAIL "J"
SCALE: 1"=30'

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)
 - 3/4" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW (EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING)

ABBREVIATIONS

- (AC) ACRE
- ALUM ALUMINUM CAP
- BRASS BRASS CAP
- BOOK BOOK
- BASES OF BEARING
- CMU CONCRETE MASONRY UNIT
- DIOMET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- MEASURED
- MOR MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- FOR FINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUEF PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- RECORD
- R# RANGE LINE No. EAST
- RD RADIAL BEARING
- ROW RIGHT OF WAY
- SEC SECTION No.
- SEW SEW DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- # TOWNSHIP LINE No. SOUTH
- TOW TOWN OF FLORENCE
- UN UNRESTRICTED VIEW TRIANGLE
- VAV VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT



BAXTER DESIGN GROUP
7600 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

DATE:	JUNE 24, 2010
DESIGNED BY:	MSB
DRAWN BY:	STB
REVIEWED BY:	JWW
DATE:	
SCALE:	FINAL PLAT




REVISION:	

FRANKLIN 643, LLC
ANTHEM AT MERRILL RANCH
FINAL PLAT
UNIT 45
SITUATED WITHIN THE NE 1/4 OF SEC 23,
TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GERM TWP., FINAL CO., AZ

UNIT 45
SDT DETAILS
SHEET 8 OF 8

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DRAWN BY: STB, DATE: JUN 24, 2010 | CHECKED BY: MSB

VERSION 2

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Purchase of new mower and two new utility vehicles from Bingham Equipment Company		<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 to purchase one new Z726XKW mower and two new Kubota RTV500-H Utility Vehicles from Bingham Equipment Company, in an amount not to exceed \$27,547.05.

BACKGROUND/DISCUSSION:

The existing mower and utility vehicles have outlived their useful life. Maintenance and repair of the equipment is no longer cost efficient. It is necessary to replace the equipment in order to successfully and efficiently care and maintain the parks, facilities, open space and right-of-way.

A VOTE OF NO WOULD MEAN:

A vote of no would mean that the Community Services Department would continue to utilize the existing equipment until they are no longer able to be repaired. At that point, it will be difficult to carry out routine maintenance.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean that the Community Services Department would get updated equipment that would assist in a multitude of tasks and make the department more efficient.

FINANCIAL IMPACT:

The cost to purchase shall not exceed \$27,547.05.

ATTACHMENTS:

Bid Tab with quote



Town of Florence Bid Tabulation Sheet

		General Ledger Account Number:	
Verbal (Only allowed \$5,000 or less)		Date Prepared:	7/17/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	DHILLS
Formal Sealed Bid :	Bingham Equipment Co	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): (2) Kubota RTV500-H Utility Vehicle & (1) Kubota Z726XKW-2 Commercial Zero turn mower with 60" mower deck

VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name: Bingham Equipment Co.				\$27,547.05	RTV500 \$9065.00 each x 2 = \$18130.00 Z726XKW mower \$9417.05
	Address: 1651 S Country Club Dr			Tax:		
	Mesa Az 85210-6098			Freight:		
	Contact: Shaun Spilsbury			Labor		
	Phone: 1-602-980-5671	Fax:				
	Email:		Date Notified of Decision:			
	Quote #:	REQ # :		PO #:		
Received:	Expires:					
2	Name:					
	Address:			Tax:		
		AZ		Freight:		
	Contact:					
	Phone:	Fax:				
	Email:		Date Notified of Decision:			
	Quote #:	REQ # :		PO #:		
Received:	Expires:					
3	Name:					
	Address:			Tax:		
				Freight:		
	Contact:					
	Phone:	Fax:				
	Email:		Date Notified of Decision:			
	Quote #:	REQ # :		PO #:		
Received:	Expires:					

State: **AZ**

AZ STATE CONTRACT # ADSP018-202735 *located on P Drive / Finance / Procurement / Contracts - JOC + Cooperative*

Justification (If not lowest bid.):

Department Head Approval:		Date:	7/18/19
Finance Director Approval:		Date:	7/19/19
Town Manager Approval:		Date:	7/21/19

Exhibits Attached:	
--------------------	--

If over \$24,999, must go to Town Council for approval.
Attach this approved form to purchase request with written quotes, if applicable.



Bingham Equipment Company

1655 S. Country Club Drive
Mesa, Arizona 85210-6098
Phone (480) 969-5516
Fax (480) 969-0271

www.binghamequipment.com

Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to: See Below
Invoice to: Town of Florence
PO Box 2670
444 North Warner
Florence AZ 85232

Branch: 01 - Mesa
Date: 07/18/2019 Time: 9:27:41 (O) Page: 1
Account No.: FLORE014 Phone No.: 5202510664 Quote No.: 016088
Ship Via: Our Truck Purchase Order: QUOTE ONLY
Salesperson: Shaun Spilsbury 1SD

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/01/2019 Amount

Stock #: 063246 Serial #: 53032 8750.75
New KU Z726XKW-2-60
New KUBOTA Z726XKW-2-60 Mower
26 HP Kawasaki Engine
Commercial Zero Turn Mower with ROPS
60" Mower Deck, KAWASAKI FX Engine
24 Month Full Warranty

Z726XKW-2-60 Mower \$10,035.00
Z3366 Canopy \$260.00
Sub Total \$10,295.00
Procure AZ Discount <1544.25>
Total \$8,750.75

All Pricing Is In Accordance With Procure AZ Contract
#ADSP018-202735 Bingham Equipment Company.

Thank You For The Opportunity
Shaun Spilsbury
Municipal/Government Sales
602-980-5671

Sale Total: 8750.75

Miscellaneous Charges/Credits
=====

LABOR SALES Qty: 1 Price: 115.00 115.00

Subtotal: 8865.75

MARICOPA COUNTY TAX: 551.30

Quote Total: 9417.05

Authorization: _____

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: _____

in the amount of: _____

SIGNED X _____
If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".



1655 S. Country Club Drive
 Mesa, Arizona 85210-6098
 Phone (480) 969-5516
 Fax (480) 969-0271

www.binghamequipment.com
 Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to: See Below

Invoice to: Town of Florence
 PO Box 2670
 444 North Warner
 Florence AZ 85232

Branch		
01 - Mesa		
Date	Time	Page
07/18/2019	9:31:16 (O)	1
Account No.	Phone No.	Quote No.
FLORE014	5202510664	016037
Ship Via		Purchase Order
		QUOTE ONLY
		999
Salesperson		
Shaun Spilsbury		1SD

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/28/2019 Amount

Stock #: ? Serial #: 8203.20

Kubota RTV500-H Utility Vehicle, 4wd, 15.8 HP 2 cyd. 4 cycle OHC EFI water cooled Kubota gas engine, 2 range hydrotrans, 2 person bench seat, rack and pinion steering, frt.band rear dry disc brakes, 4 post rops, cargo box 40.6"x33.7"x11.4" with 441lbs. load cap. and 9.0 cu ft vol. capacity, 1102 lbs tow cap. 24x9-12 HD frt. and 24x11-12 HD rear tires 6 ply tires, 1 hrs. mfg. std. full warranty 12 mon.

RTV500-H Utility Vehicle	\$9,681.00
77700-V4364 Metal Canopy	\$308.00
77700-V4318 Strobe Light	\$163.00
77700-V4363 Mounting Kit	\$102.00
Sub Total	\$10,254.00
Procure AZ Discount	<2,050.80>
Total	\$8,203.20

All Pricing Is In Accordance With Procure AZ Contract #ADSP018-202735 Bingham Equipment Company.

Thank You For The Opportunity
 Shaun Spilsbury
 Municipal/Government Sales
 602-980-5671

	Sale Total:	8203.20
Miscellaneous Charges/Credits		
LABOR SALES	Qty: 1 Price:	345.00 345.00
	Subtotal:	8548.20

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: _____

in the amount of: _____

SIGNED X _____
 If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES
 Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".



Bingham Equipment Company

1655 S. Country Club Drive
Mesa, Arizona 85210-6098
Phone (480) 969-5516
Fax (480) 969-0271
www.binghamequipment.com

Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

See Below

Invoice to:

Town of Florence
PO Box 2670
444 North Warner
Florence AZ 85232

Branch 01 - Mesa		
Date 07/18/2019	Time 9:31:16 (O)	Page 2
Account No. FLORE014	Phone No. 5202510664	Quote No. 016037
Ship Via		Purchase Order QUOTE ONLY
		999
Shaun Spilsbury		Salesperson 1SD

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/28/2019 Amount

Authorization: _____ MARICOPA COUNTY TAX: 516.80
Quote Total: 9065.00

THANK YOU

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: _____

in the amount of: _____

SIGNED X _____

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICALITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".

PRICING SCHEDULE


RFP ADSPO18-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 9: Utility Vehicles

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
Kubota RTV 400/500 Series	20%	www.kubota.com
Kubota RTV X900	15%	www.kubota.com
Kubota RTV X1100/X1140	15%	www.kubota.com

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Arizona Generator Technology Inc. (aka Gen-Tech) contract		<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:

Authorization to contract with Arizona Generator Technology Inc. (aka Gen-Tech) for servicing of the Town’s generators, in an amount not to exceed \$30,000.

BACKGROUND/DISCUSSION:

The Town of Florence is requesting to enter into a contract with Arizona Generator Technology (aka Gen-Tech) through the City of Peoria – Solicitation # P17-0012, Contract ACON22217 (on file with the Town Clerk’s Office).

Properly maintained generators ensure that the Town and resources remain energized when their use is required. Critical use facilities such as Police Stations, Fire Stations, Emergency Operation Centers, Water and Wastewater sites and Public Works buildings statutorily are required to have back up power.

A VOTE OF NO WOULD MEAN:

A vote of no would mean that the Town’s generators are not going to be serviced this fiscal year.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean the Town will have all their generators maintained and/or repaired and ready for use at any time.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$30,000.

ATTACHMENTS:

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract w/ Exhibit 1



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: **VARIOUS (211)**

Email Confirmation (\$5,000 or less)

Date Prepared: **7/19/2019**

Written / Fax / Email (Mandatory over \$5,000 bids attached)

Prepared By: **SUSAN JONAS**

Sealed Bid Title: _____
Formal Sealed Bid :

Written Bid:

Open Date: _____
Close Date: _____

Item(s) (Include quality, Brand, Model & Color):

City of Peoria Solicitation # P17-0012, Contract # ACON22217 - EMERGENCY GENERATORS: MAINTENANCE, REPAIR AND RENTAL

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	GEN-TECH	Contact:	CARA TAGGART				\$ 30,000.00	UTILIZING CITY OF PEORIA CONTRACT ACON22217. BLANKET PO FOR REPAIR AND MAINTENANCE OF TOWN GENERATORS. RCA TO COUNCIL 8.5.2019
	Address:	7901 N 70TH AVENUE	Phone:	823-937-1719					
		GLENDALE, AZ 85303	Fax:						
	Quote #:		Email:						
	Received:								
				REQ #:	55024	PO #:			
		Date Notified of Decision:							
2	Name:		Contact:					\$	
	Address:		Phone:						
			Fax:						
	Quote #:		Email:						
	Received:								
				REQ #:		PO #:			
		Date Notified of Decision:							
3	Name:		Contact:					\$	
	Address:		Phone:						
			Fax:						
	Quote #:		Email:						
	Received:								
				REQ #:		PO #:			
		Date Notified of Decision:							

Attach additional page(s), if necessary.

Vendor Selected: **GEN-TECH (2960)**

Justification (if not lowest bid):
UTILIZING CITY OF PEORIA CONTRACT ACON22217 - BLANKET PO FOR REPAIR AND MAINTENANCE OF TOWN GENERATORS.

Department Head Approval:		Date:	7/19/19
Finance Director Approval:		Date:	7/19/19
Town Manager Approval:		Date:	7/22/19

Exhibits Attached: **CITY OF PEORIA SOLICITATION P17-0012, CONTRACT ACON22217**

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 THE CITY OF PEORIA SOLICITATION P17-0012,
CONTRACT ACON22217 EMERGENCY GENERATORS: MAINTENANCE, REPAIR AND
RENTAL.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 5th day of August, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Arizona Generator Technology Inc – aka Gen Tech (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Peoria Solicitation P17-0012, Contract ACON22217 for Emergency Generators: Maintenance, Repair and Rental. 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 per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, 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 for the City of Peoria Solicitation P17-0012, Contract ACON22217 for Emergency Generators: Maintenance, Repair and Rental 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: "City of Peoria", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; 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:
 - City of Peoria Solicitation P17-0012, Contract ACON22217 for Emergency Generators: Maintenance, Repair and Rental
 - Cooperative Cover Contract Town of Florence and Gen Tech, w/ Exhibit "1"

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$30,000.00**.
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 "1"**. 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. All invoices are to be emailed to accountspayable@florenceaz.gov.

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
PO Box 2670
Florence AZ 85132; and

Contractor: Gen Tech of Glendale
Peggy Piske
7901 N. 70th Avenue
Glendale, AZ 85303
(623) 937-1719

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:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____



PRICE SHEET

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P17-0012

CATEGORY I

Emergency Generators: Maintenance, Repair, and Rental

Contractor shall be capable of servicing, repairing, procuring parts, and performing maintenance on a fleet of emergency generators at various locations in the City that may include, but not be limited to the following:

Quantity	Size - KW	Fuel Type
1	34	Diesel
6	60	Diesel
2	100	Diesel
1	100	Gasoline

Quantity	Size - KW	Fuel Type
1	200	Diesel
1	200	Gasoline
2	500	Diesel
1	600	Diesel
3	1000	Diesel

Contractor agrees to provide generator repair, maintenance, and rentals on an "as needed" basis in accordance with the specification and provision of this RFP:

*Fuel Cost Cost Plus 25 %
 Equipment Cost: Cost Plus 25 %
 Material Cost: Cost Plus 30 %
 Labor: Workdays (M-F) 6:00 a.m. - 6:00 p.m. \$ 95 per hour
 Saturdays 6:00 a.m. - 6:00 p.m. \$ 120 per hour
 Sundays and After Hours \$ 120 per hour
 Holidays \$ 175 per hour
 Minimum Call-Out Charge \$ 240
 Tax Rate 9.2 %
 Response Time 1 hour(s) after receiving notification by the City.

*Fuel Costs to be tied to the ADOT Contract Specifications Price for Bituminous Material and Diesel Fuel
<https://azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel>

CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder, in submitting a bid, certifies that he/she has the following license:

Licensed Contractor's Name: Gen-Tech
 License Classification: CR-5 License No.: 132181
 Expiration Date: 2/28/18



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7f.

MEETING DATE: August 19, 2019

DEPARTMENT: Public Works, Water & Wastewater Division

STAFF PRESENTER: Christopher Salas, P.E.
Public Works Director

SUBJECT: Glenn Jones Ford Contract

- 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 Glenn Jones Ford, to purchase stock parts for vehicle repair and maintenance, in an amount not to exceed \$40,000.

BACKGROUND/DISCUSSION:

The Town of Florence is now requesting to enter into a contract with Glenn Jones Ford, (aka Jones Auto Center) through the cooperative contract (on file in the Clerk's Office) with the State of Arizona in an amount not to exceed \$40,000 for the purchase of stock parts for vehicle repair and maintenance.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the much-needed purchase of parts for repairs and maintenance.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker repairs for the Town vehicles.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$40,000.

ATTACHMENTS:

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract w/ Exhibit 1



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: 010-514-209
 Date Prepared: 7/8/2019
 Prepared By: SUSAN JONAS

Email: _____
 Written / Fax / Email (Mandatory over \$5,000 bids attached)
 Sealed Bid Title: _____ Formal Sealed Bid : Written Bid:
 Open Date: _____
 Close Date: _____

Item(s) (Include quality, Brand, Model & Color):
BLANKET PURCHASE ORDER FOR FY 2019 - 2020, USING THE STATE OF ARIZONA COOPERATIVE CONTRACT ADSPO16-129368, AFTERMARKET AUTOMOTIVE PARTS AND SERVICE

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Unit Price	Extended Price	Comments	
1	Name:	Glenn Jones Ford (aka Jones Auto Center (803))	Contact:	Per City of Tucson Cooperative Contract # 140984-02	55031		\$ 40,000.00	BLANKET PO FOR VEHICLE REPAIR AND MAINTENANCE	
	Address:	1932 N Pinal Avenue	Phone:						520-838-3100
		Casa Grande, AZ 85122	Fax:						
	Quote #:		Email:						
	Received:		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: Glenn Jones Ford aka Jones Auto Center (803)
 Justification (if not lowest bid):
 State of Arizona Cooperative Contract # ADSPO16-129368

Department Head Approval:		Date:	7/15/19
Finance Director Approval:		Date:	7/19/19
Town Manager Approval:		Date:	7/22/19

Exhibits Attached:	State of Arizona Cooperative Contract ADSPO16-129368

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
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of August 5, 2019 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Glenn Jones Ford, Lincoln, Mercury LLLP., (“**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, and Aftermarket Parts and Services as specified in Exhibit 1 (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit 1 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 State of Arizona Contract ADSP016-129368 between the State of Arizona and Glenn Jones Ford, Lincoln, Mercury LLLP, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the State of Arizona for the Services (“**Master Contract**”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “**Services**”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, 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. All invoices are to be emailed to accountspayable@florenceaz.gov.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, 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 June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

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

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 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: Jones Auto Center
Glenn Jones
1932 N Pinal Avenue
Casa Grande, AZ 85122
(520) 836-3100

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

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

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 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 State of Arizona Contract ADSPO16-129368 between the State of Arizona and Glenn Jones Ford, Lincoln, Mercury LLP, and Contractor agree that the master cooperative solicitation/Contract documents issued by the State of Arizona 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 5 day of August, 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

EXHIBIT "1"

ADSP015-083865

Glenn Jones
Ford Lincoln
Mercury

Scope Compliance		Yes
Section 2.2(A1)	Category One	Yes
	Category Two	Yes
	Category Three	Yes
Section 3.1(A1)	Authorized Dealer	Yes
	Authorized Distributor	
	Product Manufacturer	
Section 4.5(A1)	Core Charge Program	Yes
Section 4.7.1 - Stock Delivery(A1)	Apache	
	Cochise	
	Coconino	
	Gila	
	Graham	
	Greenlee	
	La Paz	
	Maricopa	
	Mohave	
	Navajo	
	Pima	
	Pinal	\$ -
	Santa Cruz	
	Yavapai	
Yuma		
Section 4.7.2(A1)	Cut-off Time for Same Day Delivery	4pm
Section 4.8(A2)	Price List / Catalogue	
Section 5.1(A1)	Brake Systems	Yes
	Front-end Alignment, Suspension and Steering Systems	Yes
	Power Train Systems/Transmissions	Yes
	Fuel Systems	Yes
	Heating and Air Conditioning Systems	Yes
	Exhaust and Emissions Systems	Yes
	Drive Train Systems	Yes
	Electrical Systems	Yes
	Oils and Lubrication Systems	Yes
	Auto Body Repair including Paint	Yes
Section 5.8	Light Duty Labor Rates	Yes
	Medium Duty Labor Rates	Yes
	Heavy Duty Labor Rates	Yes
Section 5.11	Certifications	
Section 6	Warranty	Yes
Section 7	Towing Services	
Attachments Returned Completed?		Yes


Attachment I		Yes
Experience	Years of Experience	36
Ordering	Electronic / P-Card / Credit Card	Yes
	Purchase Order	Yes
	Phone	Yes
	Fax	Yes
	Walk-In	Yes
Service Counties - Towing	Apache	
	Cochise	
	Coconino	
	Gila	
	Graham	
	Greenlee	
	La Paz	
	Maricopa	
	Mohave	
	Navajo	
	Pima	
	Pinal	
	Santa Cruz	
	Yavapai	
Yuma		
Service Counties - Repairs	Apache	
	Cochise	
	Coconino	
	Gila	
	Graham	
	Greenlee	
	La Paz	
	Maricopa	
	Mohave	
	Navajo	
	Pima	
	Pinal	Yes
	Santa Cruz	
	Yavapai	
Yuma		
Locations	Repair locations provided	Casa Grande
Attachment II - Price Schedule		Yes
Line Item 1	Lube,Oil,Filter / Inc safety inspection - 4CYL	\$ 46.95
	Lube,Oil,Filter / Inc safety inspection - 6CYL	\$ 46.95
	Lube,Oil,Filter / Inc safety inspection - 8CYL	\$ 46.95
	Lube,Oil,Filter / Inc safety inspection - Diesel	\$ 46.95
	Lube,Oil,Filter / Inc safety inspection - Flex-Fuel	\$ 46.95
	Lube,Oil,Filter / Inc safety inspection - Hybrid	\$ 46.95
	Tire Rotation - 4CYL	\$ 9.95

Line Item 2	Tire Rotation - 6CYL	\$ 9.95
	Tire Rotation - 8CYL	\$ 9.95
	Tire Rotation - Diesel	\$ 9.95
	Tire Rotation - Flex-Fuel	\$ 9.95
	Tire Rotation - Hybrid	\$ 9.95
Line Item 3	Tire Balance - 4CYL	9,95
	Tire Balance - 6CYL	\$ 9.95
	Tire Balance - 8CYL	\$ 9.95
	Tire Balance - Diesel	\$ 9.95
	Tire Balance - Flex-Fuel	\$ 9.95
	Tire Balance - Hybrid	\$ 9.95
Line Item 4	Tire Replacement - 4CYL	\$ 9.95
	Tire Replacement - 6CYL	\$ 9.95
	Tire Replacement - 8CYL	\$ 9.95
	Tire Replacement - Diesel	\$ 9.95
	Tire Replacement - Flex-Fuel	\$ 9.95
	Tire Replacement - Hybrid	\$ 9.95
Line Item 5	Wheel Alignment (ft wheels) - 4CYL	\$ 69.95
	Wheel Alignment (ft wheels) - 6CYL	\$ 69.95
	Wheel Alignment (ft wheels) - 8CYL	\$ 69.95
	Wheel Alignment (ft wheels) - Diesel	\$ 69.95
	Wheel Alignment (ft wheels) - Flex-Fuel	\$ 69.95
	Wheel Alignment (ft wheels) - Hybrid	\$ 69.95
Line Item 6	Wheel Alignment (4 wheels) - 4CYL	\$ 89.95
	Wheel Alignment (4 wheels) - 6CYL	\$ 89.95
	Wheel Alignment (4 wheels) - 8CYL	\$ 89.95
	Wheel Alignment (4 wheels) - Diesel	\$ 89.95
	Wheel Alignment (4 wheels) - Flex-Fuel	\$ 89.95
	Wheel Alignment (4 wheels) - Hybrid	\$ 89.95
Line Item 7	Transmission Services - 4CYL	\$ 199.95
	Transmission Services - 6CYL	\$ 199.95
	Transmission Services - 8CYL	\$ 199.95
	Transmission Services - Diesel	\$ 199.95
	Transmission Services - Flex-Fuel	\$ 199.95
	Transmission Services - Hybrid	\$ 199.95
Line Item 8	Clean and Inspect Brake Pads - 4CYL	
	Clean and Inspect Brake Pads - 6CYL	
	Clean and Inspect Brake Pads - 8CYL	
	Clean and Inspect Brake Pads - Diesel	
	Clean and Inspect Brake Pads - Flex-Fuel	
	Clean and Inspect Brake Pads - Hybrid	
Line Item 9	Replace Front Disk Brake Pads - 4CYL	\$ 160.00
	Replace Front Disk Brake Pads - 6CYL	\$ 160.00
	Replace Front Disk Brake Pads - 8CYL	\$ 160.00
	Replace Front Disk Brake Pads - Diesel	\$ 160.00
	Replace Front Disk Brake Pads - Flex-Fuel	\$ 160.00

	Replace Front Disk Brake Pads - Hybrid	\$ 160.00
Line Item 10	Replace Rear Disk Brake Shoes - 4CYL	\$ 160.00
	Replace Rear Disk Brake Shoes - 6CYL	\$ 160.00
	Replace Rear Disk Brake Shoes - 8CYL	\$ 160.00
	Replace Rear Disk Brake Shoes - Diesel	\$ 160.00
	Replace Rear Disk Brake Shoes - Flex-Fuel	\$ 160.00
	Replace Rear Disk Brake Shoes - Hybrid	\$ 160.00
Line Item 11	Brake Fluid Flush and Bleed - 4CYL	\$ 109.95
	Brake Fluid Flush and Bleed - 6CYL	\$ 109.95
	Brake Fluid Flush and Bleed - 8CYL	\$ 109.95
	Brake Fluid Flush and Bleed - Diesel	\$ 109.95
	Brake Fluid Flush and Bleed - Flex-Fuel	\$ 109.95
	Brake Fluid Flush and Bleed - Hybrid	\$ 109.95
Line Item 12	Tune – up - 4CYL	\$ 200.00
	Tune – up - 6CYL	\$ 200.00
	Tune – up - 8CYL	\$ 200.00
	Tune – up - Diesel	
	Tune – up - Flex-Fuel	\$ 200.00
	Tune – up - Hybrid	\$ 200.00
Line Item 13	Emission Control System Service - 4CYL	TBD
	Emission Control System Service - 6CYL	TBD
	Emission Control System Service - 8CYL	TBD
	Emission Control System Service - Diesel	TBD
	Emission Control System Service - Flex-Fuel	TBD
	Emission Control System Service - Hybrid	TBD
Line Item 14	Replace fuel filter - 4CYL	\$ 48.00
	Replace fuel filter - 6CYL	\$ 48.00
	Replace fuel filter - 8CYL	\$ 48.00
	Replace fuel filter - Diesel	\$ 80.00
	Replace fuel filter - Flex-Fuel	\$ 80.00
	Replace fuel filter - Hybrid	\$ 80.00
Line Item 15	Fuel Injection Flush - 4CYL	\$ 115.95
	Fuel Injection Flush - 6CYL	\$ 115.95
	Fuel Injection Flush - 8CYL	\$ 115.95
	Fuel Injection Flush - Diesel	\$ 209.95
	Fuel Injection Flush - Flex-Fuel	\$ 115.95
	Fuel Injection Flush - Hybrid	\$ 115.95
Line Item 16	Service Cooling System - 4CYL	\$ 109.95
	Service Cooling System - 6CYL	\$ 109.95
	Service Cooling System - 8CYL	\$ 109.95
	Service Cooling System - Diesel	\$ 169.95
	Service Cooling System - Flex-Fuel	\$ 109.95
	Service Cooling System - Hybrid	\$ 109.95
Item 17	Service AC System - 4CYL	\$ 99.95
	Service AC System - 6CYL	\$ 99.95
	Service AC System - 8CYL	\$ 99.95

Line Item	Service AC System - Diesel	\$ 99.95
	Service AC System - Flex-Fuel	\$ 99.95
	Service AC System - Hybrid	\$ 99.95
Line Item 18	Replace Radiator Hoses - 4CYL	TBD
	Replace Radiator Hoses - 6CYL	TBD
	Replace Radiator Hoses - 8CYL	TBD
	Replace Radiator Hoses - Diesel	TBD
	Replace Radiator Hoses - Flex-Fuel	TBD
	Replace Radiator Hoses - Hybrid	TBD
Line Item 19	Replace Belts - 4CYL	\$ 80.00
	Replace Belts - 6CYL	\$ 80.00
	Replace Belts - 8CYL	\$ 80.00
	Replace Belts - Diesel	\$ 80.00
	Replace Belts - Flex-Fuel	\$ 80.00
	Replace Belts - Hybrid	\$ 80.00
Line Item 20	Replace Serpentine Belt - 4CYL	\$ 80.00
	Replace Serpentine Belt - 6CYL	\$ 80.00
	Replace Serpentine Belt - 8CYL	\$ 80.00
	Replace Serpentine Belt - Diesel	\$ 80.00
	Replace Serpentine Belt - Flex-Fuel	\$ 80.00
	Replace Serpentine Belt - Hybrid	\$ 80.00
Line Item 21	4 Wheel Drive Service - 4CYL	\$ 334.85
	4 Wheel Drive Service - 6CYL	\$ 334.85
	4 Wheel Drive Service - 8CYL	\$ 334.85
	4 Wheel Drive Service - Diesel	\$ 334.85
	4 Wheel Drive Service - Flex-Fuel	\$ 334.85
	4 Wheel Drive Service - Hybrid	\$ 334.85
Line Item 22	Light Duty Labor Rates - Business Hours	\$ 80.00
	Light Duty Labor Rates - After Hours	
	Light Duty Labor Rates - Preventative Maintenance	\$ 80.00
	Light Duty Labor Rates - Holidays	\$ 80.00
	Light Duty Labor Rates - Weekends	\$ 80.00
Line Item 23	Medium Duty Labor Rates - Business Hours	\$ 90.00
	Medium Duty Labor Rates - After Hours	
	Medium Duty Labor Rates - Preventative Maintenance	\$ 90.00
	Medium Duty Labor Rates - Holidays	\$ 90.00
	Medium Duty Labor Rates - Weekends	\$ 90.00
Line Item 24	Heavy Duty Labor Rates - Business Hours	\$ 100.00
	Heavy Duty Labor Rates - After Hours	
	Heavy Duty Labor Rates - Preventative Maintenance	\$ 100.00
	Heavy Duty Labor Rates - Holidays	\$ 100.00
	Heavy Duty Labor Rates - Weekends	\$ 100.00
Line Item 25	Towing Mileage	
	Towing Hook-up Fee	
	Emergency Service - Fuel	
	Emergency Service - Battery Charge	

Li	Emergency Service - Tire Change	
	Emergency Service - Lock Out	
Line Item 28	Auto Body Repair including Paint	
Returns	Restocking Fees for Special Order Parts Returns	15%
	Restocking Fees for Absolute Parts Returns	25%
Discounts	Percentage Off of Price List or Catalogue	28%
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
	Percentage Off of Price List or Catalogue	
Attachment III - Sub Contractors		NO
Attachment IV - References		YES

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7g.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, P.E. Public Works Director SUBJECT: Waxie Sanitary Supply for operational and janitorial supplies, and related custodial equipment and services for the Town buildings.		<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 type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to contract with Waxie Sanitary Supply through the National Joint Powers Alliance (NCPA) Cooperative Contract # 02-27 (on file in the Town Clerk's Office), for operational and janitorial supplies and related custodial equipment and services, in an amount not to exceed \$40,000 through June 30, 2019.

BACKGROUND/DISCUSSION:

Waxie Sanitary Supply provides janitorial products and equipment, as well as free training opportunities for the Public Works - Facilities Maintenance staff. Waxie allows the Town to purchase items with no minimum order requirements. Staff can purchase items to stock for regularly scheduled maintenances and for emergencies with a fast delivery turnaround. Items include bathroom supplies, shop towels, cleaners, disinfectants, gloves, soap, deodorizers, trash liners, mop heads, brooms, urinal carts, etc.

The term of the Town contract with Waxie would be the date approved by Council, through June 30, 2019.

A VOTE OF NO WOULD MEAN:

A vote of no would delay purchases of janitorial supplies. Custodial Maintenance Workers may not be able to complete their daily assigned tasks on schedule

without products readily available or easy to acquire. Costs would be projected higher without a cooperative contract and there may be a minimum amount required for purchases with other vendors.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean faster turnaround times for immediate needs, scheduled maintenance/repairs and other emergencies.

The Town's Facilities Maintenance Division will be allowed to purchase on an "as needed" basis from a competitively awarded contract, allowing staff to have on-hand access to necessary operational and janitorial supplies, services and related custodial equipment.

FINANCIAL IMPACT:

The cost to provide supplies and equipment will not exceed \$40,000 from the Facilities Maintenance budget.

ATTACHMENTS:

- Town of Florence Cooperative Contract, with Exhibit 1

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF THE NATIONAL JOINT POWERS ALLIANCE
SOLICITATION NO. 110415, CONTRACT NO. 02-27 FOR OPERATIONAL AND JANITORIAL
SUPPLIES AND RELATED EQUIPMENT AND SERVICES

THIS CONTRACT (the "Contract") is made and entered into effective as of the 19th day of August, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Waxie Sanitary Supply (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the National Joint Powers Alliance (NCPA), Solicitation No. 08-, Contract No. 02-27 for operational and janitorial supplies, and related custodial equipment and 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 operational and janitorial supplies, and related custodial equipment and services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, 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.
 1. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (National Joint Powers Alliance (NCPA), Solicitation No. 110415, Contract No. 02-27 for operational and janitorial supplies, and related custodial equipment and services) is in full force and effect, "Clean Air and Water Act and Debarment Notice"; "Antitrust Certification Statements"; "Contractor Requirements"; "FEMA Standard Terms and Conditions"; "Required Clause for Federal Assistance"; "State Notice Addendum", and all terms and conditions of the Master Contract are incorporated by reference into this "Master Contract", creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "National Joint Powers Alliance", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; 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.

3. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - National Joint Powers Alliance (NCPA), Request for Proposal (RFP) No. 110415

- National Joint Powers Alliance (NCPA), Award letter to Waxie, Contract No. 02-27
 - National Joint Powers Alliance (NCPA), Annual renewal award letter, Contract #02-27, expiring April 30, 2020
 - Exhibit 1 – NCPA Waxie Sanitary Supply Price List - Scope of Work
 - Cooperative Cover Contract Town of Florence and Waxie Sanitary Supply
4. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor’s Proposal and is listed in **Exhibit “1”** (Price Sheet), and shall not exceed **\$40,000.00**
5. **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, or the end of the fiscal year, June 30, 2020. Time is of the essence to the terms of this Contract.
6. **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.

7. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit “1”**. 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. All invoices are to be emailed to accountspayable@florenceaz.gov.
8. **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.
9. **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.
10. **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
PO Box 2670
Florence AZ 85132; and

Contractor: Waxie Sanitary Supply
PO Box 748802
Los Angeles, CA 90074
(800) 544-8053

11. **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.

12. **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.
13. **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.
14. **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.
15. **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:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:


By: _____

Date: _____

Its: _____

Item #	Item Description	MFI	UOM	Qty Shipped	Unit Sell Price	Sales Order #	Invoice #	Customer PO Number	Invoice Date
790382	WAXIE SHIELD W8642L NITRILE PF GP GLOVES BLACK LARGE 10/100	790382	CS	3	79.07	237.21 F20JW	77618311	50320	07/27/2018
851178	WAXIE 1855 CLEAN & SOFT WHITE 2-PLY BATH TISSUE 80/550	566186	CS	2	38.91	77.82 F20JW	77618311	50320	07/27/2018
170018	WAXIE GERMICIDAL ULTRA BLEACH GL 3/CS	11003428431	CS	1	7.34	7.34 F20JW	77618311	50320	07/27/2018
161364	WAXIE WAVE 3D URINAL DEODORANT SCREEN COTTON BLOSS 10/BX 6BXCS	3WDS-P-06-AAG77	CS	1	123.45	123.45 F20JW	77618311	50320	07/27/2018
530990	WAXIE-GREEN LAUNDRY DETERGENT 1.2 OZ PACKET 250/CS	2800164	DM	1	56.77	56.77 F20JW	77618311	50320	07/27/2018
650041	WAXIE #24 REGULAR COTTON MOP HEAD 12/CS	2312024	CS	1	54.20	54.20 F20JW	77618311	50320	07/27/2018
700250	WAXIE 36X58 1 MIL BLACK TUFF N STRETCH FLAT PK LINER 200/CS	W7258HKI	CS	5	52.40	262.00 F20JW	77618311	50320	07/27/2018
856170	12024402 TORK ADVANCED MINI JUMBO 2-PLY BATH TISSUE 12/751	12024402	CS	15	42.89	643.35 F20JW	77618311	50320	07/27/2018
856066	290089 TORK ADVANCED MATIC ROLL TOWEL WHITE 6/700	290089	CS	15	55.41	831.15 F20JW	77618311	50320	07/27/2018
850045	WAXIE 2010 KLEENLINE MULTIFOLD TOWEL WHITE 16/250 (4000/CS)	T118710	CS	2	19.44	38.88 F20JW	77618311	50320	07/27/2018
574660	WIN 5300 PAPER FILTER BAGS OEM (FITS SENSOR & VSP VACS) 10/PK	9.840-643.0	PK	2	13.55	27.10 F20JW	77618311	50320	07/27/2018
170110	CLOROX DISINFECTANT WIPES LEMON SCENT 6/75	CLO15948CT	CS	10	36.25	362.50 F20JW	77618311	50320	07/27/2018
386411	WAXIE-GREEN CLEAN TOUCH LX POMEBAERRY HANDWASH 1200ML 2/CS	1916-02-BCE00YL	CS	10	38.92	389.20 F20JW	77618311	50320	07/27/2018
1033190	CLOROX CLEANUP 9/32-OZ	CLO35417CT	CS	1	37.92	37.92 F20JW	77618311	50320	07/27/2018
169002	ECOBLEUE CUBE BOOSTER 1 LITER BOTTLE 12/CS	EB1L	CS	1	998.80	998.80 F20JW	77618311	50320	07/27/2018
169014	ECOBLEUE CUBES 25 PER BOX 8 BOXES PER CASE	EC25	BX	2	301.17	602.33 F20JW	77618311	50320	07/27/2018
290470	18-IN COMBO SQUEEGEE/WASHER	71181	EA	1	32.24	32.24 F20JW	77618311	50320	07/27/2018
820750	WHITE METAL WALL MOUNT RECEPTACLE	ND-1W	EA	2	14.28	28.56 F20JW	77618311	50320	07/27/2018
2050911	WAXIE 60 IN WOOD THREAD BROOM HANDLE	70103	EA	5	3.19	15.95 F20JW	77618311	50320	07/27/2018
950151	WAXIE SPARKLE GLASS & SURFACE CLEANER 19 OZ CAN 12/CS	1015795	CS	2	31.11	62.22 F20JW	77618311	50320	07/27/2018
2051291	WAXIE 54 IN PLASTIC ANGLED UPRIGHT BROOM WITH WOOD HANDLE	60824	EA	5	7.81	39.05 F256C	77622775	50320	07/31/2018
2050911	WAXIE 60 IN WOOD THREAD BROOM HANDLE	70103	EA	-5	3.19	-15.95 F26E8	77618311	50320	07/31/2018
386411	WAXIE-GREEN CLEAN TOUCH LX POMEBAERRY HANDWASH 1200ML 2/CS	1916-02-BCE00YL	CS	10	38.92	389.20 F94WY	77698274	50320	08/31/2018
386316	WAXIE CLEAN TOUCH LX TOUCH FREE SOAP DISP BLACK/CHROME 1200 ML	1919-04-BCE00YL	EA	3	25.00	75.00 F94WY	77698274	50320	08/31/2018
170110	CLOROX DISINFECTANT WIPES LEMON SCENT 6/75	CLO15948CT	CS	5	36.25	181.25 F94WY	77698274	50320	08/31/2018
170254	WAXIE KLEEN PINE #5 GL 4/CS	011060401W	CS	1	39.84	39.84 F94WY	77698274	50320	08/31/2018
320014	WAXIE FAST ACT CONCENTRATED CLEANER CITRUS SCENT GL 4/CS	073760401W	CS	1	28.29	28.29 F94WY	77698274	50320	08/31/2018
160384	BREAKDOWN ENZYME ODOR ELIMINATOR 4X1	94291110	CS	1	85.40	85.40 F94WY	77698274	50320	08/31/2018
650012	RM D253-06 LARGE SUPER STITCH BLEND MOP BLUE 6/CS	FGD25306BL00	CS	1	69.05	69.05 F94WY	77698274	50320	08/31/2018
1030200	CREW CLINGING DISINFECTANT TOILET BOWL CLEANER 12X1 QT	04578.	CS	2	28.92	57.84 F94WY	77698274	50320	08/31/2018
160301	WAXIE KLEEN-AIR MOUNT MIST DRY AIR FRESHENER 10 OZ CAN 12/CS	1040305	CS	2	50.88	101.76 F94WY	77698274	50320	08/31/2018
856066	290089 TORK ADVANCED MATIC ROLL TOWEL WHITE 6/700	290089	CS	10	55.41	554.10 F94WY	77698274	50320	08/31/2018
856170	12024402 TORK ADVANCED MINI JUMBO 2-PLY BATH TISSUE 12/751	12024402	CS	10	42.89	428.90 F94WY	77698274	50320	08/31/2018
1030610	WAXIE-GREEN CSL CALCIUM SCALE & LIME REMOVER QT 12/CS	WNCAQT_CASE	CS	1	111.22	111.22 F94WY	77698274	50320	08/31/2018
386316	WAXIE CLEAN TOUCH LX TOUCH FREE SOAP DISP BLACK/CHROME 1200 ML	1919-04-BCE00YL	EA	5	25.00	125.00 F99CP	77698909	50320	08/31/2018
386316	WAXIE CLEAN TOUCH LX TOUCH FREE SOAP DISP BLACK/CHROME 1200 ML	1919-04-BCE00YL	EA	8	0.00	0.00 GD784	77743472	50320	09/21/2018
262041	WAXIE KLEENLINE 20 IN TAN BURNISHING PAD 5/CS	50048011597688	CS	2	16.48	32.96 GD784	77743472	50320	09/21/2018
700560	WAXIE 24X32 .6 MIL BUFF INSTITUTE FLAT PK LINER 500/CS	W4832MTI	CS	10	34.51	345.10 GH3A0	77777307	50320	10/05/2018
700250	WAXIE 36X58 1 MIL BLACK TUFF N STRETCH FLAT PK LINER 200/CS	W7258HKI	CS	10	52.40	524.00 GH3A0	77777307	50320	10/05/2018
161364	WAXIE WAVE 3D URINAL DEODORANT SCREEN COTTON BLOSS 10/BX 6BXCS	3WDS-P-06-AAG77	CS	2	123.45	246.90 GH3A0	77777307	50320	10/05/2018
950151	WAXIE SPARKLE GLASS & SURFACE CLEANER 19 OZ CAN 12/CS	1015795	CS	1	31.11	31.11 GH3A0	77777307	50320	10/05/2018
2060671	6310 RM TOILET BOWL BRUSH WHITE	FG631000WHT	EA	12	2.47	29.64 GH3A0	77777307	50320	10/05/2018
1030211	CREW HD TOILET BOWL CLEANER 12X32-OZ	04560.	CS	1	50.86	50.86 GH3A0	77777307	50320	10/05/2018
190010	METAL DUST PAN - 12-IN	4212	EA	3	5.12	15.36 GH3A0	77777307	50320	10/05/2018
790382	WAXIE SHIELD W8642L NITRILE PF GP GLOVES BLACK LARGE 10/100	790382	CS	2	79.07	158.14 GH3A0	77777307	50320	10/05/2018
650081	WAXIE #24 REGULAR RAYON MOP HEAD 12/CS	2272024	CS	1	78.59	78.59 GL2DK	77800510	50320	10/17/2018
650041	WAXIE #24 REGULAR COTTON MOP HEAD 12/CS	2312024	EA	-11	4.52	-49.68 GL22H	77618311	50320	10/17/2018
856066	290089 TORK ADVANCED MATIC ROLL TOWEL WHITE 6/700	290089	CS	20	55.41	1,108.20 GN6AN	77827067	50320	10/30/2018
856170	12024402 TORK ADVANCED MINI JUMBO 2-PLY BATH TISSUE 12/751	12024402	CS	5	42.89	214.45 GN6AN	77827067	50320	10/30/2018
851178	WAXIE 1855 CLEAN & SOFT WHITE 2-PLY BATH TISSUE 80/550	566186	CS	2	38.91	77.82 GN6AN	77827067	50320	10/30/2018
170018	WAXIE GERMICIDAL ULTRA BLEACH GL 3/CS	11003428431	CS	1	7.34	7.34 GN6AN	77827067	50320	10/30/2018
160301	WAXIE KLEEN-AIR MOUNT MIST DRY AIR FRESHENER 10 OZ CAN 12/CS	1040305	CS	2	50.88	101.76 GN6AN	77827067	50320	10/30/2018
160116	WAXIE-GREEN FRESH MIST LIQUID MICROBES GL 4/CS	WEFMG_CASE	CS	1	130.08	130.08 GN6AN	77827067	50320	10/30/2018
160384	BREAKDOWN ENZYME ODOR ELIMINATOR 4X1	94291110	CS	1	85.40	85.40 GN6AN	77827067	50320	10/30/2018
232445	8850 4X6 BROWN HEAVY TRAFFIC CARPET MAT	885046BR	EA	0	0.00	0.00 GN6AN	77827067	50320	10/30/2018

232445	8850 4X6 BROWN HEAVY TRAFFIC CARPET MAT	885046BR	EA	2	233.52	467.04	GN6AN	77888650	50320	11/27/2018
1030200	CREW CLINGING DISINFECTANT TOILET BOWL CLEANER 12X1 QT	04578.	CS	2	28.92	57.84	GV55Z	77898160	50320	11/30/2018
850045	WAXIE 2010 KLEENLINE MULTIFOLD TOWEL WHITE 16/250 (4000/CS)	TI18710	CS	2	19.44	38.88	GV55Z	77898160	50320	11/30/2018
790382	WAXIE SHIELD W8642L NITRILE PF GP GLOVES BLACK LARGE 10/100	790382	CS	2	79.07	158.14	GV55Z	77898160	50320	11/30/2018
170110	CLOROX DISINFECTANT WIPES LEMON SCENT 6/75	CLO15948CT	CS	10	36.25	362.50	GV55Z	77898160	50320	11/30/2018
386411	WAXIE-GREEN CLEAN TOUCH LX POMEBOYRY HANDWASH 1200ML 2/CS	1916-02-BCE00YL	CS	20	38.92	778.40	GV55Z	77898160	50320	11/30/2018
320895	WAXIE ULTRA CLEAN WOOD FLOOR CLEANER GL 4/CS	WS320895	CS	1	63.76	63.76	GV55Z	77898160	50320	11/30/2018
160116	WAXIE-GREEN FRESH MIST LIQUID MICROBES GL 4/CS	WEFIMG_CASE	CS	1	130.08	130.08	GV55Z	77898160	50320	11/30/2018
1070663	WAXIE-GREEN ENCAPSULATING CARPET PRE-SPRAY GL 4/CS	WS1285BN SPT	CS	1	89.11	89.11	GV55Z	77898160	50320	11/30/2018
1070661	WAXIE-GREEN ENCAPSULATING CARPET SPIN BONNET SHAMPOO GL 4	WS1285BN SHP	CS	1	82.13	82.13	GV55Z	77898160	50320	11/30/2018
651814	WAXIE FAST GLIDE 18-INCH MOPPING SYSTEM	651814	EA	1	47.57	47.57	GV55Z	77898160	50320	11/30/2018
652140	18-IN BLUE MICROFIBER LOOPED WET MOP PADS	652140	DZ	1	42.14	42.14	GV55Z	77898160	50320	11/30/2018
260401	WIN TAZ 19-IN CARPET ENCAPSULATION SCRUB PADS 5/CS	8.637-466.0	BX	3	33.45	100.35	GV55Z	77898160	50320	11/30/2018
950151	WAXIE SPARKLE GLASS & SURFACE CLEANER 19 OZ CAN 12/CS	1015795	CS	2	31.11	62.22	G33J4	77975823	50320	01/08/2019
160301	WAXIE KLEEN-AIR MOUNT MIST DRY AIR FRESHENER 10 OZ CAN 12/CS	1040305	CS	2	50.88	101.76	G33J4	77975823	50320	01/08/2019
651814	WAXIE FAST GLIDE 18-INCH MOPPING SYSTEM	651814	EA	2	47.57	95.14	G33J4	77975823	50320	01/08/2019
652140	18-IN BLUE MICROFIBER LOOPED WET MOP PADS	652140	DZ	2	42.14	84.28	G33J4	77975823	50320	01/08/2019
160476	WAXIE ECO CLIP FABULOUS AIR FRESHENER 12/BX 6BX/CS	EBC-P-11-AAG77	CS	1	146.92	146.92	G33J4	77975823	50320	01/08/2019
160476	WAXIE ECO CLIP FABULOUS AIR FRESHENER 12/BX 6BX/CS	EBC-P-11-AAG77	CS	1	146.92	146.92	G33J4	77975823	50320	01/08/2019
160410	FRESH WAVE - IAQ GEL 12/8 OZ.	545-12	CS	1	53.08	53.08	G33J4	77975823	50320	01/08/2019
160412	FRESH WAVE - IAQ GEL 2-GALLON REFILL - 2/CS	547-2	CS	1	149.25	149.25	G33J4	77975823	50320	01/08/2019
790382	WAXIE SHIELD W8642L NITRILE PF GP GLOVES BLACK LARGE 10/100	790382	CS	2	79.07	158.14	G33J4	77975823	50320	01/08/2019
574660	WIN 5300 PAPER FILTER BAGS OEM (FITS SENSOR & VSP VACS) 10/PK	9.840-643.0	PK	2	13.55	27.10	G33J4	77975823	50320	01/08/2019
856066	290089 TORK ADVANCED MATIC ROLL TOWEL WHITE 6/700	290089	CS	15	55.41	831.15	G33J4	77975823	50320	01/08/2019
650935	WAXIE #548 DISPOSABLE DUST MOP 12/CS	52248	CS	0	0.00	0.00	G33J4	77975823	50320	01/08/2019
161367	WAXIE WAVE 3D URINAL DEODORANT SCREEN FABULOUS 10/BX 6BX/CS	3WDS-P-11-AAG77	CS	1	129.91	129.91	G33J4	77975823	50320	01/08/2019
650935	WAXIE #548 DISPOSABLE DUST MOP 12/CS	52248	CS	1	120.09	120.09	G33J4	77986757	50320	01/11/2019
856170	12024402 TORK ADVANCED MINI JUMBO 2-PLY BATH TISSUE 12/751	12024402	CS	15	42.89	643.35	G60H2	78003450	50320	01/18/2019
574647	WIN 4028 18-IN REPLACEMENT BRUSH STRIP	8.600-164.0	EA	1	11.16	11.16	G619X	78083740	50320	02/22/2019
58WIN86407940	ACCESS DOOR ZINC YELLOW	8.640-794.0	EA	1	18.00	18.00	G619X	78083740	50320	02/22/2019
386907	GOJO MULTI GREEN HAND CLEANER APR-00	7265-04	CS	1	79.97	79.97	HGOR3	78101799	50320	03/01/2019
380367	GOJO PRO 2000 GREY DISPENSER	7200-01	EA	2	0.01	0.02	HG2CV	78102918	50320	03/01/2019
160301	WAXIE KLEEN-AIR MOUNT MIST DRY AIR FRESHENER 10 OZ CAN 12/CS	1040305	CS	2	50.88	101.76	HG9MX	78119235	50320	03/08/2019
161367	WAXIE WAVE 3D URINAL DEODORANT SCREEN FABULOUS 10/BX 6BX/CS	3WDS-P-11-AAG77	CS	1	129.91	129.91	HG9MX	78119235	50320	03/08/2019
170018	WAXIE GERMICIDAL ULTRA BLEACH GL 3/CS	11003428431	CS	1	7.34	7.34	HG9MX	78119235	50320	03/08/2019
160116	WAXIE-GREEN FRESH MIST LIQUID MICROBES GL 4/CS	WEFIMG_CASE	CS	1	130.08	130.08	HG9MX	78119235	50320	03/08/2019
1030200	CREW CLINGING DISINFECTANT TOILET BOWL CLEANER 12X1 QT	04578.	CS	2	28.92	57.84	HG9MX	78119235	50320	03/08/2019
950151	WAXIE SPARKLE GLASS & SURFACE CLEANER 19 OZ CAN 12/CS	1015795	CS	1	31.11	31.11	HG9MX	78119235	50320	03/08/2019
650071	WAXIE #16 REGULAR RAYON MOP 12/CS	2271416	CS	1	57.02	57.02	HG9MX	78119235	50320	03/08/2019
700560	WAXIE 24X32 .6 MIL BUFF INSTITUTE FLAT PK LINER 500/CS	W4832MTI	CS	0	0.00	0.00	HG9MX	78119235	50320	03/08/2019
170110	CLOROX DISINFECTANT WIPES LEMON SCENT 6/75	CLO15948CT	CS	1	36.25	36.25	HG9MX	78119235	50320	03/08/2019
1033190	CLOROX CLEANUP 9/32-OZ	CLO35417CT	CS	1	37.92	37.92	HG9MX	78119235	50320	03/08/2019
790382	WAXIE SHIELD W8642L NITRILE PF GP GLOVES BLACK LARGE 10/100	790382	CS	2	79.07	158.14	HG9MX	78119235	50320	03/08/2019
386411	WAXIE-GREEN CLEAN TOUCH LX POMEBOYRY HANDWASH 1200ML 2/CS	1916-02-BCE00YL	CS	10	38.92	389.20	HG9MX	78119235	50320	03/08/2019
350120	3M SCOTCH-BRITE 200CC GRIDDLE SCREENS - 20/PK - 10PK/CS	50048011205071	PK	2	7.54	15.07	HG9MX	78119235	50320	03/08/2019
856066	290089 TORK ADVANCED MATIC ROLL TOWEL WHITE 6/700	290089	CS	20	55.41	1,108.20	HG9MX	78119235	50320	03/08/2019
170254	WAXIE KLEEN PINE #5 GL 4/CS	011060401W	CS	1	39.84	39.84	HG9MX	78119235	50320	03/08/2019
180151	LAM 14IN DUSTING HEAD EXTENDS TO 83IN W/ DETACHABLE FLEX HEAD	S83EPPD	EA	1	7.22	7.22	HG9MX	78119235	50320	03/08/2019
851178	WAXIE 1855 CLEAN & SOFT WHITE 2-PLY BATH TISSUE 80/550	566186	CS	2	38.91	77.82	HG9MX	78119235	50320	03/08/2019
700560	WAXIE 24X32 .6 MIL BUFF INSTITUTE FLAT PK LINER 500/CS	W4832MTI	CS	10	34.51	345.10	HG9MX	78126676	50320	03/12/2019
170110	CLOROX DISINFECTANT WIPES LEMON SCENT 6/75	CLO15948CT	CS	6	36.25	217.50	HJ2WX	78126688	50320	03/12/2019
856170	12024402 TORK ADVANCED MINI JUMBO 2-PLY BATH TISSUE 12/751	12024402	CS	20	42.89	857.80	HJ2WX	78126688	50320	03/12/2019
930054	WAXIE MIRAGE FLOOR FINISH GL 4/ CS	090180401W	CS	1	65.24	65.24	HU6MB	78219767	50320	04/19/2019
655305	3M 553654W EASY TRAP 8X6 SWEEP AND DUST SHEETS 125 FT 1 RL/CS	50051125859191	CS	4	76.64	306.56	HU6MB	78219767	50320	04/19/2019

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7h.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Rottweiler Controls, LLC Contract		<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 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:

Authorization to contract with Rottweiler Controls, LLC, for professional services related to SCADA Improvements, in an amount not to exceed \$50,000.

BACKGROUND/DISCUSSION:

The Town required professional services related to SCADA improvements to include but not limited to:

- Design of new control panels
- Design of control panels retrofits or replacements, including site visits to develop documentation of existing conditions as required
- Participate in design review meetings
- Development of detailed control panel cost estimates
- Development of control panel shop drawings
- Development of detailed delivery schedule for control panel assembly
- Build control panels
- Perform Factory Acceptance Test, including loading basic PLC program for testing purposes
- Development of final "As-Built" drawings
- Installation of new control panels
- Removal of existing control panel components
- Installation of control panel components in retrofitted panels
- Perform site acceptance testing

- Provide startup/cutover support

The Town will utilize the City of Buckeye's Cooperative Contract # 31700019 – SCADA Improvements and on call services (on file in the Town Clerk's Office).

A VOTE OF NO WOULD MEAN:

A vote of no would delay services and repairs to the SCADA system.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker services and repairs to the SCADA system.

FINANCIAL IMPACT:

The cost to provide services shall not exceed \$50,000.

ATTACHMENTS:

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Service Contract with Exhibit 1



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: 051-574-217 052
575-217 052-576-217

Email Confirmation (\$5,000 or less) Date Prepared: 7/8/2019

Written / Fax / Email (Mandatory over \$5,000 bids attached) Prepared By: SUSAN JONAS

Bid Title: Formal Sealed Bid Written Bid Open Date: _____

CITY OF BUCKEYE COOPERATIVE CONTRACT # 31700019 - Expires 6.30.2020 Close Date: _____

Item(s) (Include quality, Brand, Model & Color):
BLANKET PURCHASE ORDER FOR FY 2019 - 2020, USING THE CITY OF BUCKEYE'S COOPERATIVE CONTRACT #31700019, SCADA IMPROVEMENTS AND ON-CALL SERVICES.

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments	
1	Name:	ROTTWEILER CONTROLS LLC (62)	Contact:	JILL GONTARZ				\$ 50,000.00	PROFESSIONAL SERVICES FOR SCADA SYSTEM	
	Address:	3548 E MESQUITE STREET	Phone:	480-241-0016						
		GILBERT, AZ 85296	Fax:							
	Quote #:	CONTRACT 31700019	Email:	jgontarz@rottweilercontrols.com	REQ #:	54894	PO #:			
	Received:	Date Notified of Decision:								
2	Name:		Contact:					\$ -		
	Address:		Phone:							
			Fax:							
	Quote #:		Email:		REQ #:		PO #:			
	Received:	Date Notified of Decision:								
3	Name:		Contact:					\$ -		
	Address:		Phone:							
			Fax:							
	Quote #:		Email:		REQ #:		PO #:			
	Received:	Date Notified of Decision:								

Attach additional page(s) if necessary.

Vendor Selected: **ROTTWEILER CONTROLS LLC**

Justification (if not lowest bid): **CITY OF BUCKEYE COOPERATIVE CONTRACT 31700019. RCA TO COUNCIL 8.5.2019.**

Department Head Approval:		Date:	7/18/19
Finance Director Approval:		Date:	7/18/19
Town Manager Approval:		Date:	7/27/19

Exhibits Attached: CITY OF BUCKEYE - RFP 417007
CITY OF BUCKEYE CONTRACT #31700019

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
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of August 5, 2019 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Rottweiler Controls 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 SCADA Services as specified in Exhibit 1 (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit 1 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 Buckeye Contract dated June 9, 2017 between the City of Buckeye and Rottweiler Controls, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Buckeye for the Services (“**Master Contract**”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “**Services**”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

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

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, 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 June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

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

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 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: Rottweiler Controls LLC
Jill Gontarz, Owner
3548 E. Mesquite Street
Gilbert, AZ 85296
(480) 241-0016

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

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

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this

Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

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

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

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

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Buckeye Professional Services Contract dated June 9, 2017 between the City of Buckeye and Rottweiler Controls LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Buckeye 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 5 day of August, 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

EXHIBIT "1"



Rottweiler Controls, LLC
ELECTRONIC SECURITY SOLUTIONS

FEE PROPOSAL

3548 E. Mesquite St.
Gilbert, AZ 85296
jgontarz@rottweilercontrols.com
Office: 480-241-0016


Rottweiler Controls, LLC Hourly Rate Scheduled Fee:

- **Regular Scheduled Service Fee (M-F) \$128.50 hr.**
- **After Hours (6pm) & Weekends Service Fee \$143.92 hr.**
- **Emergency Service Fee (Same Day) \$149.06 hr.**
- **Emergency Service After Hours (6pm) /Holidays Service Fee \$154.20**
- **Emergency Number After Hours 480-241-0016 or 480-241-0932**

Phone Support: *There is no charge for phone support. If a problem cannot be solved by phone, support personnel will be dispatched.*

Travel and Expenses: *Travel time is charged from the time our personnel leaves the office to the time they arrive on the job site. Travel expenses are charged as follow:*

- **Cost: Charge**
Mileage: GSA Mileage
Materials: Cost plus 25%
- *For Clients who prefer to work on a time and materials basis, please see the Hourly Quotes listed above.*

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7i.
MEETING DATE: August 19, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes Community Services Director SUBJECT: Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc. for access to the Poston Butte Preserve		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc. for access to the Poston Butte Preserve.

BACKGROUND/DISCUSSION:

Town Staff negotiated a new agreement with the Copper Basin Railway, Inc. (CBRY) to maintain access to the Poston Butte Preserve. The 160-acre preserve is Town property through a Bureau of the Land Management (BLM) patent, or restricted deed, which limits the use of the land for recreation or historic monument purposes. The preserve is essentially landlocked, with leased BLM land to the east and west and private land to the north, along with a small private parcel on the southwest side. The southern border is the railroad, which is also private land. The access point along Hunt Highway is the long-accepted point of entry, although the Town has only had an official agreement with CBRY since 2017.

That initial agreement is scheduled to expire on October 2, 2019. The new agreement would take effect on October 3, 2019 and be in place for up to another two years. The access agreement requires the Town to indemnify CBRY and accept liability associated with the public's use of the access point.

A VOTE OF NO WOULD MEAN:

CBRY could eliminate or restrict access through the railroad underpass, denying the public access to the hiking trails and Town amenity.

A VOTE OF YES WOULD MEAN:

The Town would have a one-year agreement, with automatic one-year renewals, with CBRY for access, allowing the Town time to pursue other long-term options for access and future development.

FINANCIAL IMPACT:

\$1,800 annually for additional railroad protective liability, which is included in risk management budget annually.

ATTACHMENTS:

Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc.

**NON-EXCLUSIVE
REVOCABLE LICENSE AGREEMENT**

1. **PARTIES:**

This Non-Exclusive Revocable License Agreement (the “Agreement” or “License”), is entered into the 19th day of August, 2019 (the “Effective Date”), between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Licensee” or “Town”), and the COPPER BASIN RAILWAY, INC, a(n) Arizona corporation (the “Licensor” or “Railway”). The Town and Railway are sometimes referred to in this License collectively as the “Parties” and each individually as a “Party”.

2. **RECITALS:**

2.1. Town and Railway have discussed the joint benefits to be derived by permitting the Town and members of the public to share in the use and maintenance of the railroad underpass path and its adjacent parking (the “Licensed Area” or “Property”), and the Parties agree that it is in their mutual best interest to enter into this Agreement outlining the terms and expectations for the use and maintenance of the Property by the Town and members of the public;

2.2. Licensor, as owner and operator of the Property, including the railroad underpass structure, has control of Licensor’s area located on Hunt Highway at approximately milepost 957.20, Florence, Arizona 85132 (the “Property”). Licensee desires to license from Licensor, on a revocable, non-exclusive basis, the Property depicted in **Exhibit “A”** for the purposes of allowing and inviting the general public to traverse under the railway underpass in order to gain pedestrian and bicycle access to trails, to allow vehicle parking adjacent to the path, and to allow appropriate signage related to such use;

2.3. Licensee acknowledges and agrees to provide maintenance and general upkeep for the path and adjacent parking area located on the Licensed Area, including appropriate signage;

2.4. Further, Railway understands and agrees that the Licensee may utilize Department of Corrections inmate labor for such maintenance tasks described herein. Licensee understands and agrees that the Railway will maintain management oversight over the Property, and Licensee agrees to cooperate with the Railway to achieve such goals. Licensee understands and agrees that the Railway will visit, inspect, and monitor all or any portions of the Property to ensure its rail operations continue unobstructed by the Use;

2.5. Licensor is willing to grant Licensee and Licensee is willing to accept a revocable, non-exclusive, License to use the Licensed Area on the terms and subject to the conditions set forth below.

3. AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and representations, covenants and mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

3.1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated as agreements of the Parties.

3.2. GRANT OF NON-EXCLUSIVE LICENSE. Licensor hereby grants Licensee a non-exclusive license to use the Licensed Area for the purposes of allowing and inviting the Town and the general public to traverse under the railway underpass in order to gain pedestrian and bicycle access to trails, to allow vehicle parking adjacent to the path, and to allow appropriate signage related to such use subject to the terms and conditions of this License.

3.3. USE OF LICENSED AREA AND LICENSEE RESPONSIBILITIES.

3.3.1. Use. Licensee shall use the Licensed Area only for the purposes of allowing and inviting the Town and the general public to traverse under the railway underpass in order to gain pedestrian and bicycle access to trails, to allow vehicle parking adjacent to the path, and to allow appropriate signage related to such use subject to the terms and conditions of this License (the "Use").

3.3.2. Compliance with Laws. Licensee, at Licensee's sole cost, shall comply with all laws, ordinances, orders and regulations of any governmental authority, including those adopted by the Licensor, whether now or hereafter in effect, with respect to the use of the Licensed Area for the Use.

3.3.3. Licensor's responsibilities shall include:

1. Maintain and operate the Property.
2. Permit the Licensee to erect signage explaining to the public the rules for use of the Licensed Area.

3.3.4. Town's responsibilities at the Property shall include:

1. The Town shall maintain the path and adjacent parking area and keep the Licensed Area free of garbage and debris.
2. The Town will provide the signage it deems necessary to give the public notice of the applicable rules for the Use.
3. The Town shall have the right to enter the Licensed Area at any time to maintain the path and parking area, erect

signage and make repairs or improvements consistent with this License.

4. Licensee will reimburse the Railroad for any taxes levied upon Licensees' improvements and/or all other expenses arising from this License.

3.4. TERM/USE PERIOD.

3.4.1. Term. Except as provided in this License, the term of this License shall commence on the October 3, 2019 and shall run through October 2, 2020, unless earlier terminated (the "Initial Term"). This License shall be automatically renewed for a term of one (1) year at the end of the then current term unless any Party provides written notice to the other Parties of its intent not to renew the License at least sixty (60) days prior to the end of the then current term (the "Renewal Terms").

3.4.2. Early Termination by Licensee or Licensor. Any provision of Subparagraph 3.4.1. to the contrary notwithstanding, Licensor or Licensee has the right to terminate, suspend or abandon this Agreement for cause or convenience. Licensor or Licensee may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.4.3. Days/Hours of Use. Licensee shall use and occupy the Licensed Area for the Use as a trailhead and parking area as posted. (the "Use Period").

3.5 FEE. In consideration for this License, the Licensee provides a beneficial service to the Railway and the community and therefore, Licensee is required to pay \$10.00 to Licensor as a one-time fee for use of the Licensed Area.

3.6. RULES AND REGULATIONS. Licensee shall use and maintain the Licensed Area in accordance with Licensor's rules and regulations.

3.7. RESERVED.

3.8. INDEMNITY AND INSURANCE.

3.8.1. Licensee, recognizing that Railroad's operation and any use of Railroad property, tracks and Right of Way (ROW) involves increased risks, expressly assumes and agrees to indemnify and hold harmless Railroad from all risk, loss, costs, damages, claims, actions, cause and causes of action, suits, demands or expense (including a reasonable attorney's fee) ("Damages") to, and waives any right to ask or demand Damages for, Property of Licensee or any part thereof, at Location of Underpass/Pathway including loss of or interference with service thereof, including; (a) any fault, failure or negligence of Railroad construction, operation or maintenance of the Underpass or in rail operations through the Underpass/Pathway or otherwise; and/or (b) any fire, regardless of source or origin thereof. For this Section, the term "Property of

Licensee” shall include property of third parties situated or placed upon Railroad’s ROW by Licensee or by such third parties with the consent of or acknowledgement of Licensee.

3.8.2. Licensee will protect, indemnify and hold harmless the Railroad its servants, agents, employees, lessees, successors and assigns against and from any and all loss, damages, suits, judgments, claims and expenses of every kind, arising from or growing out of, directly or indirectly, (a) the construction, existence, use, condition, maintenance or repair of said Underpass/Pathway; (b) injury to or death of any person whomsoever may enter upon or use said Underpass/Pathway; (c) loss of or damage to property in the possession of any such person while on or about said Underpass/Pathway; (d) any accident or collision at the point of ingress/egress; or (e) the violation by Licensee, or by any of its invitees, of any of the terms or provisions of this License/Agreement.

3.8.3. Licensee and those providing service to the Licensee shall procure and maintain during the life of this Agreement General Liability Insurance which will insure the indemnity undertakings herein set forth. Such insurance shall provide coverage of at least \$500,000.00 dollars for bodily injury per person and \$1,000,000.00 aggregate bodily injury per accident, and \$500,000.00 for property damage. Licensee shall furnish the Railroad with a certificate evidencing that such insurance is in full force and effect and that the same will not be canceled without at least thirty (30) days advance written notice by the insurance carrier to the Railroad. Licensee will provide certificate of insurance and an endorsement showing Railroad as additional insured with waiver of subrogation.

3.9. REPAIRS TO LICENSED AREA.

3.9.1. Licensee’s Repairs. Licensee, at Licensee’s sole cost, shall promptly repair any damage to the Property resulting from the Use.

3.9.2. The Walk Through. At least 48 hours prior to the end of the Term, Licensor and Licensee shall conduct a joint “walk through” of the Property with the object of preparing a jointly prepared “punch list” of those items, if any, which are to be repaired by Licensee, at Licensee’s sole cost, resulting from the Use (the “Repair Items”).

3.9.3. Survival. Licensee’s obligations under this Paragraph 3.9 shall survive the expiration or earlier termination of this License and, in this regard at a mutually agreed upon time not to exceed 5 days after the termination or expiration of the Term, Licensee shall cause the Repair Items to be completed to Licensor’s reasonable satisfaction by a contractor licensed in Arizona and acceptable to Licensor in Licensor’s reasonable discretion.

3.10. RESERVED.

3.11. Acceptance of Licensed Area. Licensee has examined the Licensed Area, and Licensee hereby accepts the Licensed Area “as is” and “where is”.

3.12. DEFAULTS/REMEDIES.

3.12.1. Events of Default. An Event of Default by Licensee shall exist upon the occurrence of any of the following: (i) the nonpayment of any sums on its stated date due; or, (ii) the nonperformance by Licensee of any other covenant or condition set forth herein, which shall not be fully cured, within 14 days after Licensee's receipt of written notice from Licensor of Licensee's nonperformance.

3.12.2. Remedies. Upon Licensee's default, Licensor may, at Licensor's option:

3.12.2.1. immediately terminate this License;

3.12.2.2. re-enter and take exclusive possession of Licensed Area by legal proceeding or otherwise;

3.12.2.3. in the event of any re-entry, Licensor may remove all persons from Licensed Area and Licensor may remove all of Licensee's property located on or about the Licensed Area;

3.12.2.4. re-entry of the Licensed Area shall be construed as an election by Licensor to terminate this License;

3.13. ENTRY RESERVED BY LICENSOR. Licensor and Licensor's agents, at all reasonable times during the Term, may enter the Licensed Area. Licensor will attempt to minimize any interference with Licensee's use of the Licensed Area. Licensee shall not interfere in any way with the Licensor's entry on the Licensed Area.

3.14. MISCELLANEOUS PROVISIONS.

3.14.1. RESERVED.

3.14.2. Surrender of Licensed Area. Upon the expiration or early termination of this License, Licensee, at Licensee's sole cost, shall surrender the Licensed Area to Licensor in good condition, free and clear of all garbage and debris.

3.14.3. Assignment.

3.14.3.1. This License may not be assigned or sublet by Licensee without prior written consent of the Licensor, to be given or withheld in Licensor's sole discretion.

3.14.3.2. Licensor may assign any or all of Licensor's rights or obligations under this License without seeking or obtaining Licensee's consent hereto.

3.14.4. Reserved.

3.14.5. Notices. Except as otherwise required by law, all notices to be given or required under this License shall be in writing and shall be given by personal delivery, or e-mail or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, or any express or overnight delivery service e.g., Federal Express service the locality to which addressed, delivery charges prepaid addressed to the Parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto. Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery or e-mail or overnight courier, and on the 2nd day following deposit in the mail, if notice is mailed:

If to Licensee:

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

If to Licensor:

Copper Basin Railway, Inc.
Attn: Bobby Blake, General Superintendent
P.O. Drawer
Hayden, AZ 85135

3.14.6. Additional Acts. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this License.

3.14.7. Governing Law/Jurisdiction/Venue. This License shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Any action brought to interpret, enforce, or construe any provision of this License shall be commenced and maintained in the Superior Court of the State of Arizona in and for County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph. Should any dispute, misunderstanding, or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to the Town, and Town shall determine the term or provision's true intent and meaning.

3.14.8. No Liens. Licensee shall not create or permit any liens to be placed of record against the Property.

3.14.9. Time of Essence. Time is of the essence of this License. The time within which an act must be accomplished, shall be calculated by excluding the first day and including the last day. However, if this License requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

3.14.10. Incorporation by Reference. All Exhibits to this License are fully incorporated herein as though set forth at length herein.

3.14.11. Severability. If any provision of this License is determined to be unenforceable based on a final, non-appealable order of the Court, the remaining provisions shall nevertheless be kept in effect.

3.14.12. No Conflicts of Interest. Licensor understands and agrees that pursuant to the provisions of A.R.S. 38-511, Licensee may terminate this License within 3 years after execution of the License without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, draft or creating the License on behalf of the Licensee is or becomes, at any time while the License or an extension of the License is in effect, an employee of or a consultant to any other party to this License with respect to the subject matter of the License.

3.14.13. Construction. The terms and provisions of this License represent the results of negotiations between the Parties, each of which has been, or has had the opportunity to be, represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this License shall be incorporated and construed in accordance with their usual and customary meanings. The Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this License and that ambiguities or conflicting terms or provisions contained in this License shall be interpreted or construed against the Party whose attorney prepared or drafted the executed License or any earlier draft of the same or any of its exhibits.

3.14.14. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party.

3.14.15. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile or so called "PDF" signature. The Parties intend that faxed or "PDF" signatures constitute original

signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of the Parties is binding upon the Parties.

3.14.16. Licenses. Licensee shall maintain in current status all Federal, State and local licenses and permits required for the Use during the Term.

3.14.17. Non-exclusive Remedies. The rights and remedies of Licensor and Licensee under this Agreement are not exclusive.

3.14.18. Boycott of Israel. Pursuant to A.R.S. 35-393.01, the Licensor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date.

LICENSEE: TOWN OF FLORENCE, an Arizona municipal corporation

By: _____
Its: Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

LICENSOR: COPPER BASIN RAILWAY, INC., an Arizona corporation

By:  _____
Its: General Superintendent

Exhibit "A"
to Revocable Non-Exclusive License Agreement



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7j.

MEETING DATE: August 19, 2019

DEPARTMENT: Fire Department

STAFF PRESENTER: David Strayer, Fire Chief

SUBJECT: Pinal County Agreement for the placement, operation, and use of a CERT trailer at the Florence Fire Dept.

- 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:

Recommend approval an Intergovernmental Agreement with Pinal County for the placement, operation, and use of a Community Emergency Response Team trailer at the Florence Fire Department.

BACKGROUND/DISCUSSION:

The Florence Fire Department operates a Community Emergency Response Team ("CERT") to provide response and assistance in times of emergency. Pinal County has purchased a number of trailers with supplies and equipment for emergency response and management and it has been determined that placement of a CERT trailer with the Florence Fire Department would provide a faster and more comprehensive response in the event of an emergency. Florence wishes to take possession of, maintain and use the CERT Trailer.

A VOTE OF NO WOULD MEAN:

The Town would not take possession of the CERT trailer and would not have this resource readily available during emergencies.

A VOTE OF YES WOULD MEAN:

The Town would take possession of the CERT trailer and would have this resource readily available during emergencies.

FINANCIAL IMPACT:

Under the terms of this agreement, Pinal County will provide to Florence one CERT trailer with supplies and equipment at no cost to the Town. In the event that the supplies and equipment are used during a CERT activation and response, the Pinal County Office of Emergency Management will replace and/or replenish any used supplies or equipment.

ATTACHMENTS:

Agreement

**AGREEMENT FOR THE PLACEMENT
OPERATION AND USE OF CERT TRAILERS
Between
PINAL COUNTY AND THE TOWN OF FLORENCE**

THIS AGREEMENT is made effective this ____ day of _____, 2019, between Pinal County, a political subdivision of the State of Arizona, (hereinafter referred to as "Pinal") and the Town of Florence, an Arizona municipal corporation, (hereinafter referred to as "Florence").

RECITALS

WHEREAS, the Pinal County is authorized by A.R.S. § 26-308A to purchase and distribute equipment, materials and supplies for emergency management purposes; and,

WHEREAS, Florence operates a Community Emergency Response Team ("CERT") to provide response and assistance in times of emergency; and,

WHEREAS, Pinal County has purchased a number of trailers with supplies and equipment for emergency response and management ("CERT Trailers"); and,

WHEREAS, it has been determined that placement of a CERT Trailer with Florence would provide a faster and more comprehensive response in the event of an emergency; and,

WHEREAS, Florence wishes to take possession of, maintain and use the CERT Trailer as specified in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

1. The County will provide to Florence one CERT Trailer with the supplies and equipment listed in Appendix A at no cost to the Town. The Town is not restricted from purchasing additional CERT Trailers and equipment with its own funds.
2. Florence is responsible for the proper storage, use, and maintenance of the CERT Trailer during the term of this Agreement. The CERT Trailer will be kept in a safe and secure area that is readily accessible to Florence. The location of the CERT Trailer must be approved by the Pinal County Office of Emergency Management.
3. The CERT Trailer and contents listed in Appendix A remain the property of the County.

4. A ball-hitch lock will be utilized on the CERT Trailer along with locks on each door of the trailer. Keys will be maintained by the Department and the Pinal County Office of Emergency Management in a consistent manner so that 24 hour/7 day a week access is maintained.
5. CERT Trailers may be used by Florence to assist neighboring areas during large-scale disasters or when other CERT teams are overwhelmed in their response efforts.
6. Any vehicle used to tow the CERT Trailer must be of appropriate size and capacity to safely and securely tow the trailer.
7. The CERT Trailer and equipment listed in Appendix A will be maintained by Florence for training and/or everyday use during the term of this Agreement. In the event that the supplies and equipment are used during a CERT activation and response, the Pinal County Office of Emergency Management will replace and/or replenish any used supplies or equipment. Semi-annual inspections by the County will be conducted to ensure the CERT Trailer's suitability for emergency response efforts.
8. The CERT Trailers are only to be used for CERT response to emergency and disaster incidents, CERT training and exercises, and to pick up or drop off CERT related supplies and equipment. Under no circumstance will CERT Trailers be utilized for personal use or any personal matters. Violation of this requirement may result in the removal of the CERT Trailer from Florence and/or criminal prosecution.
9. In the event of an accident involving the CERT Trailer, Florence is to immediately report the incident to the relevant authorities and then contact the Pinal County Office of Emergency Management Duty Officer when it is safe to do so.
10. Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend each other Party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost or judgment made against the Indemnified Parties to the extent arising from any negligent, reckless or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement. Each Party shall be solely responsible for the costs of repair of damage to the CERT Trailer or its contents caused by that Party. Notwithstanding the foregoing, any liability incurred by the Department under or in connection with this Agreement shall be limited in amount to that is actually recoverable from the Department's insurance so that Department's insurer, and not the Department, actually pays, directly or indirectly, any and all liability amounts. The Parties agree they are not joint employers for the purpose of workers compensation coverage and that any person assigned by a Party to carrying out the obligations of the Agreement shall remain an employee of such Party.

11. This Agreement shall be effective for a period of five (5) years and shall thereafter be automatically renewed for an additional period of five (5) years unless either party notifies the other in writing sixty (60) days prior to the expiration of the existing term.
12. During the term of this Agreement, Florence shall maintain insurance necessary to adequately cover the value of the CERT Trailer and its contents.
13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
14. This Agreement constitutes the entire agreement between the parties. The Agreement shall not be modified, altered or amended except through a written amendment signed by the parties. This Agreement shall be governed by the laws of the State of Arizona.
15. The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties executed this AGREEMENT the day and year first written above.

Town of Florence

Pinal County, a political subdivision of the State of Arizona

By: _____
Tara Walter, Mayor

By: _____
Chairman of the Board of Supervisors

Date: _____

Date: _____

Attest: _____
Lisa Garcia, Town Clerk


Attest: _____
Clerk of the Board of Supervisors

Approved as to form:

Approved as to form:

Clifford L. Mattice, Town Attorney

Kevin S. Costello, Deputy County Attorney –
Civil Division

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7k.
MEETING DATE: August 19, 2019 DEPARTMENT: Finance STAFF PRESENTER: Trenton Shaffer, IT Manager SUBJECT: Caselle Annual Maintenance (Finance Software)		<input checked="" type="checkbox"/> Action <input 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 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:

Ratification of the annual software renewal for the Caselle software, in an amount not to exceed \$29,423.

BACKGROUND/DISCUSSION:

The Finance Department utilizes Caselle Connect as the sole financial software for all Town related finances. The Finance Department budgets for this annual maintenance cost during the budget process. All Town financial data is entered and tracked in the software, including but not limited to vendors, accounts payable, accounts receivable, revenues, general ledger, budget, payroll, timekeeping, improvement districts, service orders and utilities. Caselle is critical to the Town’s financial operations.

A VOTE OF NO WOULD MEAN:

The Finance Department and Town staff will no longer be able to use Caselle as the Town’s financial software requiring immediate replacement and migration of all the Town’s existing data, historical data, reports and systems to a new solution. Existing integrations from other software and payment gateways would need to be switched over to a new system.

A VOTE OF YES WOULD MEAN:

The Finance Department will continue to use Caselle as the Town’s financial software.

FINANCIAL IMPACT:

The Finance Department has budgeted for the Caselle annual maintenance cost within the IT Department software budget #010-519-323 for Fiscal Year 2019/2020.

ATTACHMENTS:

Caselle Invoice
Caselle Contract

**CASELLE, INC.**

1656 S East Bay Blvd

Suite 100

Provo UT 84606

Phone: 800-228-9851

Fax: 801-850-5001

Billing Inquiries: 801-850-5033

INVOICE**95705****Bill To: TOWN OF FLORENCE, AZ
775 N MAIN ST
PO BOX 2670
FLORENCE AZ 85232**

Date: 6/01/2019

Terms: Net 25th

Customer No: 1291

Description	Net Amount
Annual Support, Maintenance and Upgrades from 07/01/19 to 06/30/20 \$30,972.00 less 5% discount (1,549.00)	29,423.00
Amount Sales Tax Total Amount	29,423.00 <hr/> 29,423.00

*Interest at 1.5% per month will be charged on all accounts 30 days past due.**Cancellation of orders for software are subject to a cancellation fee of 10%, if cancelled within 30 days of order, or 25%, if cancelled within 60 days of order. Cancellations after 60 days will receive no credit.*

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
(SOFTWARE ASSURANCE)**

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606
("Caselle")

and

TOWN of FLORENCE
775 N. Main St.
PO Box 2670
Florence, AZ 85232
("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$2,206.00 from January 1, 2017 through June 30, 2017. A discounted payment of \$23,160.00 will be due thereafter, covering the period of July 1, 2017 through June 30, 2018, thereafter the monthly amount will be \$2,400.00, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly billing rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated for a period of five (5) years.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.
(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.
(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

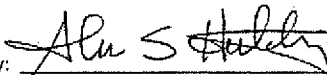
(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.


CASELLE, INC.

By: 

Name & Title: Alan S. Hutchings, President

Date: December 22, 2016


TOWN of FLORENCE

By: 

Name: Brent Billingsly

Title: TOWN MANAGER

Date: 12/22/2016

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 71.
MEETING DATE: August 19, 2019 DEPARTMENT: Finance STAFF PRESENTER: Rey Sanchez, Finance Director SUBJECT: Stale Account Balances-Finance Housekeeping		<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 type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorize the Finance Director to write off old account balances in the amount of \$15,771.79.

BACKGROUND/DISCUSSION:

Unclaimed property is a financial asset owned to an individual or business. Property is considered unclaimed when there has been no owner contact for a specified period of time, usually between one and three years. Town Standard Operating Procedure sets dormancy at three years.

The purpose of the Unclaimed Property Unit is to efficiently and effectively collect, safeguard, and distribute unclaimed property to the rightful owners through prompt and courteous service, and to provide education to the public and holders about Unclaimed Property Laws.

Unclaimed monies from various sources, such as unclaimed/uncashed checks, including customer deposits and payroll checks must be returned to the State of Arizona under the Escheatment Process. This is defined under State of Arizona Revised Statutes for Escheatment & Unclaimed Property Laws (Title 44, Chapter 3, Article 1).

Due to the age of the accounts and the inability to identify the owners, we discussed this issue with our auditors, and they have given advice to write these old account balances off to a revenue line in our funds.

The following balances will be written off as follows:

Uncashed Payroll Checks	\$2,514.23	General Fund
Unclaimed Customer Refunds	\$2,118.78	General Fund
Unclaimed Customer Refunds	<u>\$11,138.78</u>	Water Fund
	<u>\$15,771.79</u>	Total

A new account has been established to track returned checks and is being monitored. If a claim is made during the holding period, the funds will be provided to claimant. A person may log on to <https://azdor.gov/unclaimed-property> to view funds available.

A VOTE OF NO WOULD MEAN:

Staff would leave the account balances on the books.

A VOTE OF YES WOULD MEAN:

We will include the entries on the Fiscal Year 2018-2019 fiscal entries and start the new year with zero balances in the account.

FINANCIAL IMPACT:

A total of \$4,633.01 revenue will be recorded in the General Fund and \$11,138.78 recorded in the Water Fund.

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7m.

MEETING DATE: August 19, 2019

DEPARTMENT: Finance for Police Department

STAFF PRESENTER: Rey Sanchez, 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 two Police vehicles that are no longer useful and have outlived their useful life.

BACKGROUND/DISCUSSION:

The departments have vehicles, equipment, or small assets that are no longer needed or have outlived their useful life. Two Police vehicles have been deemed as eligible for disposal by our Fleet Maintenance Division for the following reasons:

1. They have been rendered non-serviceable by its normal use in Town operations and not cost effective to remain in service and the cost of repair would not result in a sufficiently usable asset.
2. It has no further identifiable use in any Town operation and has not been requested for use by any other Town department.

Item	Year	VIN#	Location
Ford Crown Victoria	2003	2FAFP71W33X132411	Public Works Yard
Ford Crown Victoria	2005	2FAFP71W25X121449	Public Works Yard

The Town will dispose of the vehicles as per Policy and the proceeds will be returned to the Town for all assets as listed.

A VOTE OF NO WOULD MEAN:

The Town will not dispose of the vehicles and will keep them on the insurance and eventually will sell them at a later date; at which time the value will have reduced.

A VOTE OF YES WOULD MEAN:

To sell the items at auction and credit the revenue account for the sales, reducing the inventory and the insurance costs of items no longer needed or utilized.

FINANCIAL IMPACT:

The total salvage value of the items is estimated at \$1,000

ATTACHMENTS:

Titles and disposal forms with authorizations.



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#: 002.003.003

Year: 2003

Make/Manufacturer: FORD

Model: CROWN VIC

Mileage/Hours: 132370

VIN # 2FAFP71W33X132411 Digital Picture # (no Limit on Quantity): _____

Running Condition: Runs Well Runs Doesn't Run Unknown

General Description: VERY POOR CONDITION

Present Value: \$500.00

Engine Make, Size, & Gas Type: FORD,

Transmission Type: AUTO Body Style: 4 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) N/A, Tires: POOR, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): ~~G120DL~~ G102DL

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: PD Department Manager Signature: *Daniel DeGroot* Date: 2/18/19

Authorized by: *[Signature]* Date: 2/22/19

Prepared by: DHILLS Entered by: *[Signature]*









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#: 002.004.028

Year: 2005

Make/Manufacturer: FORD

Model: CROWN VIC

Mileage/Hours: 139442

VIN # 2FAP71W25X121449 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: FORD GAS

Transmission Type: AUTO Body Style: 4 DOOR

Brakes: GOOD

Condition of: Hydraulic (if any) N/A, Tires: BAD, Glass GOOD

Asset was: Lost Stolen Destroyed Outlived Useful Life Other _____

Inventory # (Item Code): G-235DY

Storage Address (Pickup Location): PUBLIC WORKS YARD

Department: PD Department Manager Signature: [Signature] Date: 7/18/19


Authorized by: [Signature] Date: 7/27/19

Prepared by: DHILLS Entered by: _____







	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7n.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Hill Brothers Chemical Co. Contract		<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:

Authorization to contract with Hill Brothers Chemical Co., to provide water and wastewater treatment and pool chemicals, in an amount not to exceed \$87,500.

BACKGROUND/DISCUSSION:

The Town of Florence is requesting to enter into a contract with Hill Brothers Chemical Co., through the City of Mesa S.A.V.E. Cooperative Contract #2017128 (Expires 6.30.2020) (on file with the Town Clerk’s Office), to provide water and wastewater treatment and pool chemicals in an amount not to exceed \$87,500.

A VOTE OF NO WOULD MEAN:

A vote of no would delay in purchasing chemicals for the water and wastewater treatment as well as pool chemicals.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker purchasing chemicals for the water and wastewater treatment as well as pool chemicals.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$87,500.

ATTACHMENTS:

- Approved Bid Tab
- Town of Florence Cooperative Cover Contract



Town of Florence Bid Tabulation Sheet

		General Ledger Account Number:	010-524-310 052-575-310			
Email Confirmation (\$5,000 or less)		Date Prepared:	7/24/2019			
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	SUSAN JONAS			
Sealed Bid Title:	Formal Sealed Bid : <input type="checkbox"/>	Written Bid:	Open Date:			
CITY OF MESA - S.A.V.E. CONTRACT 20177128 - EXPIRES 6/30/2020			Close Date:			
Item(s) (Include quality, Brand, Model & Color):						
BLANKET PURCHASE ORDER FOR WATER & WASTEWATER TREATMENT AND POOL CHEMICALS						
VENDOR NAME	CONTACT INFO:	Payment Terms (Discount)	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name: HILL BROTHER CHEMICALS (785)	Contact: STEVEN COSIO			\$ 87,500.00	WATER / WASTEWATER CHEMICALS \$80,000.00 POOL/AQUATIC CENTER \$7,500.00
	Address: 1875 NORTH MAIN STREET	Phone: 800-322-4119		Tax:		
	ORANGE, CA 92867-3499	Fax: 714-484-4498		Freight:		
	Quote #: CITY OF MESA #2017128	Email: steven@hillbrothers.com	REQ # : 55083	PO #:		
	Received:	Date Notified of Decision:				
2	Name:	Contact:			\$ -	
	Address:	Phone:		Tax:		
		Fax:		Freight:		
	Quote #:	Email:	REQ # :	PO #:		
	Received:	Date Notified of Decision:				
3	Name:	Contact:			\$ -	
	Address:	Phone:		Tax:		
		Fax:		Freight:		
	Quote #:	Email:	REQ # :	PO #:		
	Received:	Date Notified of Decision:				
<small>Attach additional page(s), if necessary.</small>						
Vendor Selected:						
HILL BROTHERS CHEMICAL CO						
Justification (if not lowest bid):						
CITY OF MESA S.A.V.E. CONTRACT 2017128 - WATER - WASTEWATER - POOL CHEMICALS Council 8/19/19						
Department Head Approval:					Date:	7/24/19
Finance Director Approval:					Date:	7/26/19
Town Manager Approval:					Date:	7/26/19
Exhibits Attached:	CITY OF MESA CONTRACT 2017128 WATER - WASTEWATER - POOL CHEMICALS					

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 CITY OF MESA – S.A.V.E. COOPERATIVE CONTRACT
#2017128 FOR WATER/WASTEWATER TREATMENT AND POOL CHEMICALS.**

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 19th day of August, 2019 (“Effective Date”), by and between the Town of Florence, Arizona (the “Town”), and Hill Brothers Chemical Co. (the “Contractor”) and together with the Contract Documents referred to and incorporated herein, is the “resultant contract” contemplated in the City of Mesa S.A.V.E. Cooperative Contract #2017128 for Water/Wastewater Treatment and Pool Chemicals. 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 Water/Wastewater Treatment and Pool Chemicals per contract specifications described in the attached scope of materials and services set forth in **Exhibit “1”** (the “Goods” or “Services”). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit “1”**, 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 City of Mesa S.A.V.E. Cooperative Contract #2017128 for Water/Wastewater Treatment and Pool Chemicals Master Contract 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: “City of Mesa”, “Buyer” and “City” shall be deemed to be and refer to the Town of Florence; the terms: “Maricopa County” shall be deemed to be and refer to “Pinal County”; 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:
 - City of Mesa S.A.V.E. Cooperative Contract #2017128 for Water/Wastewater Treatment and Pool Chemicals
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor’s Proposal and is listed in **Exhibit “1”** (Price Sheet), and shall not exceed **\$87,500.00**

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 "1"**. 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. All invoices are to be emailed to accountspayable@florenceaz.gov.
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
PO Box 2670
Florence AZ 85132; and

Contractor: Hill Brothers Chemical Co
Rusty Mosher
21639 N. 12th Avenue, Suite 100
Phoenix, AZ 85027
(623) 879-9210
rusty@hillbrothers.com

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:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____

**TERM CONTRACT
PRICE ADJUSTMENT**

EXHIBIT "1"

Contract No: **2017128**
Expires: June 30, 2020

Contract Name: Water/Wastewater Treatment and Pool Chemicals

Vendor Name: Hill Brothers

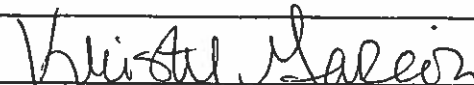
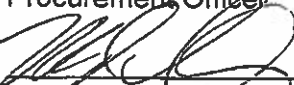
TO BE COMPLETED BY THE PROCUREMENT OFFICER AFTER A RENEWAL QUOTATION HAS BEEN OBTAINED.

1. Is the vendor willing to renew at last year's prices? **No**
 If not, is the adjustment permitted by the specification? **Yes**
 If the pricing is different, list the average overall increase/decrease

old	new				
\$ 2.00	\$ 2.33	\$ 0.33	16.50%	Hill Brothers - Line item 14B	Primary to Secondary
\$ 80.00	\$ 97.45	\$ 17.45	21.81%	Hill Brothers - Line item 14C	Secondary
\$ 10.70	\$ 12.10	\$ 1.40	13.08%	Hill Brothers - Line item 16B	Primary
\$ 11.00	\$ 14.50	\$ 3.50	31.82%	Hill Brothers - Line item 26	Primary to Secondary
\$ 1.57	\$ 1.6425	\$ 0.07	4.62%	Hill Brothers - Line item 31A.02	Secondary
\$ 1.83	\$ 1.9025	\$ 0.07	3.96%	Hill Brothers - Line item 32A.02	Chandler only
\$ 2.32	\$ 2.3925	\$ 0.07	3.13%	Hill Brothers - Line item 33A.01	Chandler only
\$ 2.52	\$ 2.5925	\$ 0.07	2.88%	Hill Brothers - Line item 33A.02	Chandler only
\$ 3.08	\$ 3.1525	\$ 0.07	2.35%	Hill Brothers - Line item 33B	Primary
\$ 0.95	\$ 0.89	\$ (0.06)	-6.32%	Hill Brothers - Line item 34A.01	Secondary

2. Are the vendor's renewal prices still competitive? **Yes and No**
 Specify how this was verified: **Vendor was able to justify price increase (documents in file) but will be moving some line items from primary award to secondary award and other items already a secondary award.**
3. Are you aware of any new suppliers who did not bid on the original contract and who might be competitive? **No. 13 vendors on contract.**
4. Please write a few sentences explaining why you believe your recommendation is in the City's best interest. This paragraph will be used to assist in preparation of the Council Report or memo to management.

n/a

 Procurement Officer	6-12-18 Date
 I concur, Matt Bauer	6-13-18 Date

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY, JULY 1, 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: Walter, Anderson, Wall, Larsen, Cordes, Hughes

Absent: Hawkins

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

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

Ms. Pamela Giss, Launch Development Finance Advisors, on behalf of Merrill Ranch Owner's Agent, LLC, stated that they are not in support of the reduction of the ad valorem tax for Merrill Ranch Community Facilities District No. 1 because they have submitted a feasibility study and the reduction in that ad valorem will ensure that they will not recover their expenditures for reimbursable project costs.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adjourn to Merrill Ranch Community Facilities District No. 1.

Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 1: Ordinance No. MRCFD1 116-19.

Chairman Walter read Ordinance No. MRCFD1 116-19 by title only.

AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE

AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020.

Chairman Walter opened the public hearing.

Mr. Rey Sanchez, District Treasurer, stated that the public hearing is for a property tax lev for Merrill Ranch Community Facilities District No. 1. He requested that the tax levy rate be set at \$0.42 per \$100 net assessed valuation (NAV). This levy will bring in approximately \$124,779 which will be used for debt service. He requested an additional \$0.30 per \$100 NAV for operations and maintenance. This will bring in approximately \$83,685. The combined total levy, if approved, will be \$0.72 per \$100 NAV, and will bring in approximately \$208,464.

Chairman Walter inquired why there is a difference of \$0.42 and the \$3.25 which is what it has been in previous years.

Mr. Sanchez stated that the \$0.42 is for debt service. There is no future bonding calculated in that total.

Mr. Brent Billingsley, District Manager, stated that a law passed that pertains to tax rates, how they are set, and what can be taxed based on actual funds that must be repaid. The MRCFD No. 1 has not gone to the streets for General Obligation Bond offering in many years. The policy of the Board previously was to maintain the same rates in both Community Facilities Districts. It became clear that they could not do that last year so there was an additional reduction in the rate per the State Law requirement. The recommended reduction this year is to stay in compliance with this law.

Mr. Mike Cafisio, Greenburg and Traurig, and Town of Florence Bond Attorney, stated that there is a law which does not allow you to levy for more that what is needed to pay debt service on outstanding debt, plus planned debt, plus 10% of the debt service due in the current year as a reserve cushion. He stated that based on the current outstanding debt and no planned future debt, the \$0.42 per \$100 NAV is all that is needed.

Ms. Pamela Giss, Launch Development Finance Advisors, on behalf of Merrill Ranch Owner's Agent, LLC, reiterated that they are not in support of the reduction of the ad valorem tax for Merrill Ranch Community Facilities District No. 1 because they have submitted a feasibility study and the reduction in that ad valorem will ensure that they will not be reimbursed for the expenditures they submitted under the feasibility study.

Mr. Cafisio inquired what their ownership right in land and in the District is. He inquired what standing they have to raise any sort of issue with taxes being levied.

Ms. Giss stated that their clients, Merrill Ranch Owners Agent, LLC, has property in the District.

Mr. Cafisio inquired if she was their attorney, speaking on their behalf.

Ms. Giss stated that she is representing them as one of their financial advisors.

Mr. Cafisio inquired if she had written authority to speak on their behalf.

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Ms. Giss stated that she has authority to be present and speak on their behalf. It is her understanding that the Merrill Ranch Owner's Agents, LLC, still owns property, and her understanding from them that it is in the District.

Mr. Cafisio stated that it is not correct. The Merrill Ranch Owner's Agents, LLC does not own land, and there are other entities that are related that own land.

Chairman Walter asked if it is correct that the Merrill Ranch Owner's Agents, LLC does not own land.

Mr. Cafisio responded that it is correct, according to the last title report that they saw.

Chairman Walter closed the public hearing.

Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 1 and possible adoption of Resolution No. MRCFD1 140-19.

Chairman Walter read Resolution No. MRCFD1 140-19 by title only.

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.

Mr. Sanchez stated that the budget for Fiscal Year 2019-2020 is estimated to be \$3,899,607 in expenditure for Capital Improvements, Debt Service and Administrative costs.

Boardmember Cordes inquired if the HOA fees are to be reflected in the budget.

Mr. Sanchez responded that the HOA fees are not part of the Community Facilities District.

Chairman Walter opened the public hearing.

Mr. Billingsley explained that the CFD is a separate quasi-governmental entity that is specifically utilized to finance infrastructure. Rates are set for the quasi-governmental entity to pay back debt and the budget itself provides for the funds to operate that district on an annual basis.

Chairman Walter closed the public hearing.

On motion of Boardmember Wall, seconded by Vice-Chairman Anderson, and carried (6-0) to adopt Resolution No. MRCFD1 140-19.

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 October 1, 2018 and April 15, 2019 Special Meeting minutes.

On motion of Boardmember Wall, seconded by Vice-Chairman Anderson, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 1 October 1, 2018 and April 15, 2019 Special Meeting minutes.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 1.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Councilmember Larsen, seconded by Councilmember Cordes, and carried (6-0) to adjourn to Merrill Ranch Community Facilities District No. 2.

Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 2: Ordinance No. MRCFD2 216-19.

Chairman Walter read Ordinance No. MRCFD2 216-19 by title only.

AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020.

Mr. Sanchez stated that the request is for the tax levy to be set at \$3.25 per \$100 of Net Assessed Valuation (NAV). The levy will bring in approximately \$698,767 and the funds will be used for debt service. The request also includes an ad valorem levy for operations and maintenance at \$0.30 per \$100 NAV or \$64,501. The total combined levy is \$3.55 per \$100 NAV or \$763,268.

Chairman Walter stated that the ad valorem is that same as prior years.

Chairman Walter opened the public hearing.

Boardmember Wall stated that the levy is increasing by \$0.27 over the previous year. She stated that she noticed the difference on her tax bill.

Mr. Billingsley stated that the CFDs have always taxed at the maximum rate. Last year, the District Treasurer determined that they could do a reduction based on the fact that no additional debt was being levied. He stated that based on their financial analysis including the audit that was recently completed, it indicates that we need to continue to assess at the maximum rate.

Mr. Billingsley stated that there was one year where there was a reduction of \$0.27 but the rate needs to increase to the maximum rate to cover the debt.

Chairman Walter closed the public hearing.

Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 2 and possible adoption of Resolution No. MRCFD2 237-19.

Chairman Walter read Resolution No. MRCFD2 237-19 by title only.

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.

Ms. Sanchez stated that the budget for Fiscal Year 2019-2020 is estimated to be \$4,447,321 in expenditure for Capital Improvements, Debt Service and Administrative costs.

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

On motion of Boardmember Wall, seconded by Boardmember Cordes, and carried (6-0) to adopt Resolution No. MRCFD2 237-19.

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 October 1, 2018 and April 15, 2019 Special Meeting minutes.

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 2 October 1, 2018 and April 15, 2019 Special Meeting minutes.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Vice-Chairman Anderson, seconded by Boardmember Wall, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 2.

PUBLIC HEARINGS AND PRESENTATIONS

Public hearing to receive citizens' comments regarding the use of Fiscal Year 2019 Community Development Block Grant Regional Account/State Special Project funds, as required for submission of the grant application.

Ms. Jennifer Evans, Management Analyst, stated that each year, the Department of Housing of Urban Development (HUD) gives communities a certain allocation of funding to be used for community revitalization activities. The money is given to HUD, which in turn works with Central Arizona Governments (CAG) to manage the funds and disburse at the local level.

Ms. Evans stated that for many years the Town partnered with the City of Winkelman and applied for funds every other year to accomplish the Town's projects. This allowed for more funding to be utilized on projects.

Ms. Evan stated that this year is different as the Town received a \$91,000 allocation for a single year compared to \$165,000 last year. The Town decided not to partner with Winkelman as the intent is to go under Pinal County and their entitlement allocation next year.

Ms. Evans stated that this public hearing solicits input from the public for this project. She provided a brief overview of the CDBG program:

- Provides a variety of functions for community

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- Assists with revitalizing neighborhoods
- Able to accomplish economic development activities that create jobs
- Provides money to improve facilities and services

Ms. Evans stated that one of the three objectives need to be met:

- Benefits low to moderate income persons
- Removal of slum and blight
- Urban need

Ms. Evans stated that the Town typically applies for the low to moderate income benefit. The projects can be housing rehabilitation, waterline improvements, removal of architectural barriers such as the installation of ADA compliant ramps, etc.

Ms. Evans stated that there are two members of the public who would like to speak and provide their input for the use of funds.

Mayor Walter stated that the Town communicated with CAG that we would not be partnering with Winkelman. At the same meeting, Pinal County did a presentation and Florence will be receiving their CDBG funding from Pinal County in the future.

Mayor opened the public hearing.

Ms. Catherine (Cathy) Vargas, Florence Resident, stated that she has resided in Florence since 1989, purchased her home here in 1992 and has been in the home for 28 years. She stated that she has done some repairs to her home, but due to her chronic illness, she had to remove all of the carpeting in her home and replace it with tile.

Ms. Vargas explained her medical condition and explained what ongoing treatment is needed. She outlined some of the repairs that are needed, which include:

- Replace broken tiles
- Complete block fence
 - Fence is partial block and partial redwood (which is ready to fall down)
 - Original redwood fence was damaged in last year's storm and insurance only provided enough funding to replace a portion of the damaged fence
 - Has pool and the fence is the only barrier
 - Pool was installed to assist with back issues
- Replacement of roof
 - Some of the roof shingles were lost in same storm
 - Insurance paid; however, she used the money to assist with the installation of the partial block fence
- Heating and air conditioning need to be replaced
 - Heating unit is the original unit installed when the house was built in 1959.
- Exterior paint is chipping
- Lost awning in the backyard

Ms. Vargas stated that she has used all of the insurance money and all the damage is documented in her insurance claim.

Ms. Vargas spoke for Mr. Bob Mack. Mr. Mack is a veteran of the Vietnam War and is 77 years old. He was not aware of the grant. He also suffered damage from the same storm. He lost a tree in his front yard as well as his carport awning. She stated that Mr. Mack's home has foundation problems. He is unable to complete the form himself.

Ms. Vargas stated that she called Ms. Evans and advised her of Mr. Mack. She stated that they are both seeking rehabilitation. She stated that she is on disability and he is a veteran.

Ms. Evans stated that Town staff has been discussing several projects.

Mr. Billingsley stated that Ms. Evans and Mr. Chris Salas, Public Work Director, approached him with their applied project is to fix the ADA and sidewalk issues that are adjacent to the Florence K-8 school which was listed in the Safe Routes to School Plan. This would be a good way to put the funds to use. The Department of Housing calls it barrier removal projects – fixing known ADA issues so people with disabilities can have access to those public improvements.

Ms. Evans stated that there were 38 ramps that were identified that do not meet ADA requirements. The ramps will be removed and replaced with current standardized ramps. This is the same service area in which the waterline project is located. This area serves approximately 92 residents in the general area.

Ms. Evans stated that later in the meeting staff will ask Council to consider a resolution allowing staff to apply for this project and the second item is to approve a resolution that will commit matching funds to the project.

Councilmember Cordes inquired if there is a section near the post office that is not ADA compliant.

Ms. Evans responded that there is a section of sidewalk that is not in compliance as well as other sections in the Town core area. She stated that they focused on the area around the school because that area has already had a special survey conducted last year. The population in the area meets the low to moderate income standard for the grant. She stated that the issues with the ramps are documented in the Safe Route to Schools Study. Those were the primary basis for doing a project in that area.

Councilmember Cordes stated that she finds it interesting because the area by the post office is an area that everyone uses. There are people in wheelchairs unable to get to the post office because the barrier needs to be moved. She inquired why this area wasn't looked at. She would like all projects to be reviewed and suggested by priority.

Councilmember Cordes stated that she does not know how many ramps are not ADA compliant in the Town.

Mr. Billingsley explained that Florence has partnered with Winkelman to rotate funding each year. Last year was Florence's year for application. The Town had an application that was prioritized, and it was the 12" water main replacement project. A special income survey is required as part of the grant because the basic data provided in the census does not provide Florence the ability to qualify for these funds. Staff physically has to go door-to-door to do the survey, which takes

two to three months to complete. Staff must then submit that information to the State and Federal Government for review.

Mr. Billingsley stated that the Town went through that process last year for the project that is currently under construction. Staff did not know what was going to happen on the CDBG funding this year. When Pinal County got designated and CAG started losing entities and the funds changed as well as the options to go after the funds, the Town was left with a much smaller dollar amount, of approximately \$91,000. The timeframe is also impossible by which to get the clearance necessary to apply. Florence had no intention of applying this year and for all intent and purposes, the Town was not going to apply this year. This left the Town in the position that there were very limited projects to apply for. From the staff's perspective, it was fortuitous that we already had the low to mod survey that was already approved by the State that they were able to use. The project was already included in a recent study that shows the need for the project in terms of the barrier removal because of the Safe Routes to School Study.

Mr. Billingsley stated that there are many ADA ramps that are not up to current standard in Florence. This is the only area that the Town could have applied for and met the timeframes that are necessary due to the constraints.

Councilmember Cordes inquired if this is opened up to the public to apply for the grant to make repairs that they need for their homes, are they aware of the time constraints. She also inquired what information did Ms. Vargas and Mr. Mack need to provide, such as estimates, so that they would have a fair shot at the funding.

Ms. Evans stated that the program works in a way that staff recommends one project. Staff is recommending the ADA ramp project at this time. The Town would not do a housing rehabilitation program with this particular amount of funding. At this juncture, Council has the option to approve or disapprove the recommended project.

Ms. Evans stated for the housing rehabilitation, there is a qualification process that is led by Town staff. She explained the process including the income thresholds that must be met to be eligible to apply for the program. The construction project itself is managed by Town staff or a consultant.

Vice-Mayor Anderson stated that Ms. Vargas presented at the Planning and Zoning Commission. He inquired how can someone be assured that they will receive funding. He inquired if they need to wait until the following year.

Ms. Evans explained that it is the prerogative of the Town Council to apply for housing rehabilitation funding next year.

Councilmember Cordes inquired if the funding can be split between projects.

Ms. Evans stated that it is possible. She stated that the Town's experience with housing rehabilitation, in which the Town did four years ago, was that one rehabilitation project cost approximately \$91,000.

Ms. Evans stated that look at what is the largest benefit to the community. You may have one area in which 100 residents will benefit from the ADA compliant ramps. The rehabilitation program

can be limited to one thing such as roofs, electrical, or plumbing and you may be able to do three to four rehabilitation projects with the \$91,000 funding.

Ms. Vargas stated that she has been waiting for five years for this grant. She appealed last year and filed a new application. She stated that her income, since she is on Medicare, which increases by 3% per year, and also receives Arizona State Retirement. She submitted her income tax statement.

Mayor Walter inquired if Ms. Evans has all of her information over the past five years.

Ms. Evans stated that she submitted last year but the Town did not solicit nor accept it because the Town does not have an active housing rehabilitation program. Staff only accepts applications when there is funding available and they have an active program.

Mayor Walter inquired if she has documents from the years prior.

Ms. Evans stated that the last time the Town received funding was in Fiscal Year 2014 and Ms. Vargas did have an application for that grant round. She was not the Grants Coordinator at that time and came in after the construction had started on those projects.

Ms. Evans stated that staff held the required public hearings for this grant application round. Staff has fulfilled all of the meeting requirements and solicited public input. There were newspaper advertisements and notices were posted in the required locations.

Mayor Walter inquired if Mr. Mack has gone through the process or if this is the first time he has approached staff.

Ms. Evans stated that this is the first time.

Mayor Walter stated that it is her understanding that the Town does not have housing rehabilitation funds at this time and funding in the future will be under Pinal County. It is her understanding that the funding amount will be approximately \$335,000 to be used for CDBG projects.

Ms. Evans stated the distribution amount has not been determined but it is her understanding that the minimum will be \$91,000 per year.

Mr. Billingsley stated that it is Pinal County's intent to set a base amount with the ability through population numbers to add to the base amount. Pinal County will get a much larger sum than they have received in the past. For the last 20 years, Pinal County has received same the amount as the cities even though they have far more population. Now that they manage their own funds, they will receive several million dollars instead of \$190,000. Pinal County's intent is to make a larger impact by doing regional projects in cooperation with cities such as regional infrastructure projects to help economic development as part of the CDBG program going forward.

Mayor Walter stated that CDBG funding is a grant that the Town must apply for.

Ms. Evans stated that it is a grant; however, it is not competitive. The Town will receive the funding so long as they follow the rules. The Town must adhere to the public input process and

the project needs to fit within their parameters. The Town can do infrastructure projects and replace pipes, waterlines, sidewalks, etc., but cannot use the funding for equipment. Staff has to be diligent on the projects they are applying for while trying to receive the maximum benefit from those projects.

Mayor Walter inquired about the housing component and what would need to be submitted in order to pursue this.

Ms. Evans stated that the Town can pursue this in the future. Staff has been reviewing the State's five-year plan and how they spend their funding. Over 50% of their CDBG funding is spent on infrastructure projects. The Town has been inline with their priorities. They spend approximately 25% of their funding on housing. She stated that the Town has the opportunity to start a housing rehabilitation program again and there may be other types of funding they can apply for. Staff needs Council direction if that is a priority for the community.

Mayor Walter inquired if there are certain criteria that must be met such as the owners' have to live there for a certain amount of time.

Ms. Evans stated that there are certain thresholds of grant funds that require easements, deeds of trust, that can range from five years to fifteen years. She stated that this could be attached to the property, depending on the how much public funds are spent on the particular project. The qualification process is stringent. It has to be an owner-occupied home and the applicant needs to be low income and usually a senior (62 and over).

Mayor Walter would like to see this component brought back. She agrees to infrastructure and having to have the most impact for the community as a whole. She knows that there are needs within the community and would like to help out then they can.

Councilmember Larsen inquired if there is flexibility with the funding and if you can place a cap on each home or do both type of projects.

Ms. Evans stated that there is some flexibility but would need to look at the overall dollar amount being received. The money may not go very far if the Town tried to do both.

Ms. Cordes inquired if she is understanding this correctly. The Town has two citizens who are applying for a grant that Ms. Evans states they do not qualify for because the Town does not have a housing rehabilitation program. She said she is trying to understand why the public thinks they can apply for this grant. Either she doesn't understand it, like them, or the Town is misrepresenting what the grant is for. She hates to waste people's time by going through an application process for five years when the Town knows that the individual is not going to receive funding because there is no program. She would prefer that staff tell them from the onset that housing does not qualify. She wants staff to be clear on what they are saying to the public.

Ms. Evans stated that over the last four years, people have called and tried to apply. For a while staff took applications but did not qualify them. The applications were just held. She stated that she has always been very clear that the Town does not have funding to support this program at this time or anytime in the last four years.

Ms. Evans stated that both public hearings were to solicit input on how to use the funds. It was not an application process. It was to allow the public the opportunity to express how they would like to see the CDBG dollars used in the community. She wants to make it clear that the Town is not accepting applications nor does the Town have an active program.

Vice-Mayor Anderson stated that Ms. Evans made the same point at the Planning and Zoning Commission that there is not funding available for housing rehabilitation. He inquired if the applicant needed to be 62 years or older.

Ms. Evans responded that the applicant must be 62 years or older

Vice-Mayor Anderson stated that based on age, Ms. Vargas would not qualify.

Ms. Evans stated that there is also a component for disability and Ms. Vargas expressed that she is disabled.

Ms. Evans stated that Ms. Adams spoke at the first public hearing and the Town did receive her input.

Cathy Adams, Florence Resident, stated that she has been involved on the periphery of CDBG grant money used for housing before. When the Town Manager first came on board they had the privilege of handing the keys to the homeowners. She knows two people who were recipients of this. It drastically changed their lives. She stated that it eliminated blight in the neighborhood and a horrible sight to see. She sits on the Historic District Advisory Commission where they fight absentee landlords letting their buildings fall down. They have two citizens trying to keep their homes up. She strongly advocates for a housing component every year that the Town has CDBG funding because where else can they go. Infrastructure is something that Town can cover. There are other places where one can get infrastructure dollars. She inquired where can people go when they simply can't keep up. She thinks that is what CDBG should be all about. She asked Council to consider the impact to the community of doing the homes and not just the individual person.

Mayor Walter stated that they are on the same page with bringing back that housing component.

Vice-Mayor Anderson inquired of Mr. Billingsley if the Town receives any federal funding for the ADA ramps.

Mr. Billingsley responded that the Town does not receive any type of funding for those types of improvements. If the Town were to re-pave, we would be required to make sure all of the ramps were ADA accessible. Many communities use CDBG type funding for these types of improvements.

Mr. Billingsley stated that when you have a housing program it is not as simple as we take care of their grant and hire a contractor and they do the work. The Town would need to hire people to run the housing program to handle all of the paperwork. The Town went away from that, and now has an individual who handles our grant program that does other things. We would have to have employees who would directly oversee the program. They would be responsible for the paperwork, bidding, awarding the contract, overseeing the contractors, etc. for each of the

individual properties. In the past, Florence hired a consultant to do the compliance and ongoing paperwork. One of the concerns the then Council had was that a substantial portion of the funds was not going into the houses. A substantial portion of the money was going to consultants to manage the projects. The money was not actually going to the individuals but rather a site agency to provide services.

Mr. Billingsley stated that years ago, CDBG was almost entirely housing rehab. Now it gets reduced more and more all of the time because of how labor intensive it is and the bang that you get for your buck.

Mayor Walter closed the public hearing.

Public hearing to receive citizens' comments on the property tax levy of the Town of Florence and first reading of Ordinance No. 676-19

Mayor Walter read Ordinance No. 676-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2020.

Mr. Sanchez stated that the Town intends to increase the levy for Fiscal Year 2019/2020. The primary tax rate will see a decrease from this year to last year. The tax rate will decrease from \$1.10 to \$1.07; however, the levy will increase by 5.62% due to the amount of assessed valuation that increased. The total increase will be \$62,130. The revenue that will be generated will be used to pay General Government expenses, primarily Police and Fire.

Mayor Walter opened the public hearing.

Councilmember Wall stated that she receives a lot of questions from constituents regarding that the Council is increasing the levy but decreasing the tax rate. She asked that Mr. Sanchez elaborate further.

Mr. Sanchez explained that there are two ways to generate revenue. One way is to increase the rate. For this specific case, they did not need to increase the rate because the amount of total valuation of all the properties increased.

Councilmember Wall inquired who provides the Town with the number amount of assessed valuation for which the Town bases its levy on.

Mr. Sanchez stated that the Pinal County Assessor's Office provides the assessed valuation amount.

Mayor Walter closed the public hearing.

Public hearing to receive citizens' comments on the secondary property tax for the Fiscal Year 2019-2020 for Anthem at Merrill Ranch Street Light Improvement District No. 1, Anthem at Merrill Ranch Street Light Improvement District No. 2 and Anthem at Merrill Ranch Street Light Improvement District No. 3; and first reading of Ordinance No. 677-19.

Mayor Walter read Ordinance No. 677-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2, & 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONS FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020.

Mr. Sanchez stated that for the last several years the Town has not levied a secondary tax in the Districts. This year, Street Light Improvement District No. 3 has diminished its funds and we must levy a secondary tax to provide continued service for the District. The proposed rate of \$.1207 per \$100 of Net Assessed Valuation (NAV) will result in a charge of \$12.07 on a \$100,000 home.

Mayor Walter opened the public hearing.

Vice-Mayor Anderson inquired if there are districts in other parts of the Town.

Mr. Billingsley stated that the Town currently has three streetlight improvement districts. In the near future, two more will be considered in District No. 4 and District No. 5. He stated that streetlight improvement districts are included in the Development Agreement for Anthem at Merrill Ranch, Merrill Ranch and other agreements in order to cover the cost to install the streetlights and pay for the power costs.

Mayor Walter asked that the street names be included.

Mr. Billingsley explained that Sun City Anthem is District No. 1 and a portion of District No. 3. Parkside Anthem is in District No. 2 and a portion of District No.3. Districts No. 4 and No. 5 will be south and east of the existing districts.

Mr. Billingsley explained that the reason they have not levied a tax on the districts is because the Council levied at the maximum rate for three to four years when the districts were first set up and the funds collected far out-paced the expenditures on an annualized basis. The Town has not levied in many years; however, in District No. 3 a shortfall is forecasted.

Mayor Walter inquired if District 3 is where the new builds are occurring.

Mr. Billingsley responded that it is where the new builds are occurring in Sun City and DR Horton along with the location of the new commercial center is located.

Mayor Walter stated that in District No. 1 and No. 2, the levy was higher because the cost of the actual infrastructure was included, and the money was set aside for that along with the usage and repairs as necessary.

Mr. Billingsley stated in those areas as they have been developing, there is a lot of infrastructure being installed. Once the Town accepts the streets it becomes the Town's infrastructure. He stated that in District 3, a lot of the infrastructure has sat fallow for many years and the development is just starting to pick up at this time.

Vice-Mayor Anderson inquired if this will pay for the light bill.

Mr. Billingsley stated the cost of the light bill, infrastructure and repair and maintenance is included.

Vice-Mayor Anderson inquired who pays for the light bills downtown.

Mr. Billingsley stated that the Town pays for the light bills; however, there are far less lights in the downtown and historic areas than in the Anthem area.

Vice-Mayor Anderson inquired about the lights bills in the Florence Gardens area.

Mr. Billingsley stated that he will need to research this and provide follow up to Council.

Vice-Mayor Anderson stated that he does not feel it is fair for the Town to pay for a portion of the streetlights for only a portion of the Town.

Councilmember Hughes stated that she is in agreement with Vice-Mayor Anderson. She does not believe the Town should pay for the lighting in the downtown area.

Mayor Walter asked that it be explained the development agreements and how it is that the Town only pays for a portion of the Town's streetlights.

Mr. Billingsley stated that the decision on how the subdivision was built and the infrastructure provided would have been very different if the expectation was that the Town was going to pay for the maintenance and the ongoing power bill for those lights. He stated that there would be far less lights to the point that we might have been built like some of the subdivisions in other communities where there isn't street lighting and they have a dark sky. There would be far less lighting because the Town would not have the ability to come up the revenue to pay for the lighting as it exists there.

Mr. Billingsley stated that other communities have been faced with similar issues in which part of the Town has streetlight improvement districts and they came to the Council and said that they did not want to have the districts. The options were to shut off the streetlights or the funding was to come out of the General Fund. Ultimately, they continued with the SLIDS and the SLIDS paid for the light bills.

Mr. Billingsley stated that if the Town did not have the SLIDS it would be a revenue issue to have to pay for the maintenance and the power for the lights. It would be a huge hit to the General Fund.

Councilmember Larsen stated that she agrees that she does not like the idea of the SLIDs and that they also pay for the streetlights for the rest of the community.

Vice-Mayor Anderson stated that he does not object to the SLIDs, he just feels that there should be SLIDS for all parts of Town.

Mayor Walter stated that it would need to be voted on. She stated that when everyone was elected they inquired why they had certain things and other areas do not. When Anthem was developed as a master planned community part of the development agreement outlined the amenities that it would offer and outlined the funding mechanism for those amenities.

Mayor Walter stated that they cannot impose it in other areas of the Town without taking it to a vote of the citizens.

Mr. Billingsley stated that it would not be an election, but rather a signature petition. An area would be picked and would need to go door-to-door. There is also an evaluation component and property ownership component. He stated if Council would like to try and do this in the future, they can try. He stated that it would be difficult for a community to tax themselves to pay for their streetlights when they do not currently pay for it.

Mr. Billingsley stated that the way that the Town set it up was that new developments with new amenities would utilize districts to pay for construction of infrastructure and ongoing maintenance of the infrastructure.

Councilmember Cordes stated that there is a lot of money that flows through Merrill Ranch and its community. Each home that is built there is assessed a \$3,000 special assessment. They also pay approximately \$380 per quarter for HOA fees. She stated that every time a home sells there is a capital improvement fee, transfer of HOA fees and a 0.25% charge of the sales price for every home in Anthem.

Councilmember Cordes stated that she assumed the HOA fees were covering the cost of the streetlights, park, pool and staff salaries.

Mayor Walter clarified that the HOA fees are not part of the Town of Florence. The Town of Florence does not offer the facilities in the Anthem community. She stated that when a person purchases a home in Anthem it is clearly communicated all the fees that must be paid, inclusive of impact fees. She inquired if the impact fees are more in Anthem.

Mr. Billingsley stated that all of the impact fees are the same for the entire Town for new development. There is not a water or sewer impact fee in Anthem area. The downtown area pays more because they have water and sewer infrastructure.

Mr. Billingsley stated that it is important to talk about the different districts. He stated that the \$3,000 special assessment fee is for building of the infrastructure such as streets and sidewalks in the individual parcels of the subdivisions. General Obligation Bonds are funds to pay for regional infrastructure such as regional routes used to access the subdivision.

Mayor Walter closed the public hearing.

Florence Town Council Meeting Minutes

July 1, 2019

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Public hearing to receive citizen's comments on the proposed final budget for Fiscal Year 2019-2020. And Discussion/Approval/Disapproval of Resolution No. 1700-19.

Mayor Walter read Resolution No. 1700-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2019-2020.

Mr. Sanchez stated that the final budget has not changed from the Tentative Budget that was approved on June 3, 2019 in the amount of \$45,251,331. The Expenditure Limitation was adopted on June 17, 2019 in the amount of \$28,938,392. He stated that he recently learned that some of the projections for the State Shared Revenue will come in slightly lower than projected.

Mayor Walter opened the public hearing. There being no public comment, Mayor Walter closed the public hearing.

On motion of Councilmember Wall, seconded by Councilmember Hughes, and carried (6-0) to adopt Resolution No. 1700-19.

Roll Call Vote:

Councilmember Wall: Yes
Councilmember Hughes: Yes
Councilmember Cordes: Yes
Councilmember Larsen: Yes
Vice-Mayor Anderson: Yes
Mayor Walter: Yes

Yes: 6; No; 0

United Way Presentation by Allen A. Villalobos, Chief Executive Officer for United Way of Pinal County.

Mr. Allen A. Villalobos, CEO for United Way of Pinal County, introduced himself to the Council. He has been in his position for two months and excited to be part of United Way. He thanked Ms. Lisa Garcia for volunteering her time as Secretary of Board for United Way of Casa Grande.

Braden Biggs, Community Programs/ VITA Manager, provided a presentation, in which he outlined the following:

- Florence Lives United
 - Reading by Third Grade
 - Over 60 sock puppets
 - 50 Literacy Kits donated to Head Start
 - Mentoring young kids with reading
 - Partnered with
 - Town of Florence
 - Florence Woman's Club

- Florence Rotary Club
 - Florence Unified School District
- Family Volunteer Day
 - 10 volunteers donated 3.5 hours
 - Value \$736 in labor
 - Bagged 125 literacy kits
 - Created 48 sock puppets
 - Partnering with Town of Florence and Disney
- Feed Pinal
 - September is Hunger Awareness Month
 - October is Hunger Action Month
 - Florence in Action
 - 40 volunteers donated 2 hours
 - \$1,975 in labor value
 - Packed 5,000 servings of Minestrone
 - Food Distributed to:
 - Elks Feeding Empty Little Tummys (EFELT)
 - Florence Unified School District
 - Superior Food Bank
 - Apache Junction School District
 - Leftovers were taken by local church to make extra kits
- Heat Relief Network
 - UWPC /Pinal County/CAG/MAG
 - Over 70 partners
 - Collected and distributed 39 pallets
 - Issued heat warnings
 - Collaborated with APS/SRP for high heat days and cooling stations
- FFN – Family, Friend and Neighbor Program
 - 300 enrolled family child care providers throughout Pinal County
 - Made up of grandparents and other kinship care providers, foster parents, and those who run childcare businesses from their homes.
 - Funded through FTF (State Agency) for up to 350 providers
 - 300 enrolled family child care providers throughout Pinal County
 - Made up of grandparents and other kinship care providers, foster parents, and those who run childcare businesses from their homes.
 - Funded through FTF (State Agency) for up to 350 providers
 - Within the training Cohorts we provide Play and Learn events, CPR/ First Aid classes and business workshops (Childcare business providers)
 - Quarterly conferences with over 100+ providers (4 – 6 Hours) of learning
 - Providers per city in Pinal County
 - Apache Junction – 24
 - Arizona City – 3
 - Casa Grande – 61
 - Coolidge – 9
 - Eloy – 3
 - Florence – 9
 - Kearny – 1
 - Maricopa – 63

- San Tan Valley – 32
- San Manuel 3 (All in-home trainings)
- Superior – 2
- Queen Creek - 5
- Volunteer Tax Assistance Program (VITA)
 - 1300 County-wide taxes prepared
 - \$1.3 million dollars in refunds
 - 462k in EITC Refunds
 - 100 residents of Florence assisted
 - 181 clients were Veterans
 - 188 classified themselves as disabled
 - 413 were returning clients from previous year (self-reported)

My Free Taxes (MFT) * Rank out of 1227 Counties Participating		
E-File	180	
EITC	143	
My Free Taxes (MFT) * Rank out of 839 United Ways Participating		
E-File	179	
EITC	151	

	Total Refund Amount
Apache Junction - CAC	\$24,681.00
Goodwill	\$388,527.00
MC- CAC	\$151,450.00
Eloy	\$113,734.00
San Tan Valley – CAC	\$89,729.00
Salt River	\$352,384.00
Apache Junction Public Library	\$41,760.00
Mountain View Church	\$97,232.00
Superior Chamber of Commerce	\$34,889.00
My Free Taxes (MFT)	\$1,294,386.00

Total Returns by City	
Apache Junction	109
San Tan Valley	81
Maricopa	217
Eloy	381
Salt River	217

- How is the UWPC Funded
 - Annual Giving Campaigns
 - Special Events
 - Corporate Sponsorships
 - Grants/Government Funding
 - Community Donors
 - Volunteers
- UWPC Income Sources and Distribution
 - Community Fund = \$191,981.27

- UWPC Designation = \$30,959.94
- PC Agency Designation = \$22,931.56
- VITA = \$26,000.00
 - One donor – Awarded PC Government Grant
- Dolly Parton Library = \$1,822.05
- Total = \$273,694.82
- Town of Florence Campaign
 - In working with the Town of Florence Staff – Town Manager and Town Clerk the UWPC presented to council in mid-February
 - On April 17, 2019, during Employee Appreciation Day the UWPC presented to staff and accepted employee payroll deductions
 - Eight staff members are contributing \$2,800 for the 2019/2020 campaign cycle.
 - Up from \$52 in prior years. An increase of 5400%
- Top 2018 Campaigns
 - Abbott
 - APS
 - ASARCO
 - Banner Casa Grande
 - Banner Goldfield
 - Banner Ironwood
 - Casa Grande Elementary Schools
 - Casa Grande Valley Newspaper
 - City of Apache Junction
 - City of Eloy
 - City of Maricopa
 - Harrah's– Ak-Chin Casino
 - Hexcel
 - Pinal-Gila Council for Senior Citizens
 - Pinal County Government
 - SRP – Desert Basin
 - SRP – Customer Service
 - Wal-Mart

Mayor Walter inquired about giving to United Way, specifically by texting 313131.

Mr. Biggs explained the how to donate by text or by going to their website.

Mayor Walter stated that she enjoyed all of the events that the Town has partnered with United Way. She looks forward to future ways to partner.

Councilmember Cordes thanked him for the presentation and for all that they do for Florence and the surrounding areas in Pinal County.

Councilmember Cordes inquired why Florence is not part of the peanut butter challenge.

Mr. Biggs asked that the public follow them on Instagram, Twitter and Facebook. He explained that the peanut butter and jelly challenge started two years ago in Apache Junction. They just completed their second year. The Casa Grande Elementary School District joined the challenge

and turned into an intercity competition. The reason for challenge is that one in five children in Arizona (one in four in Pinal County) come from a food insecure household. Many school districts have many McKinney Vento Children (displaced, homeless or food insecure households) and United Way works with the school districts to ensure that the children do not go 72 hours hungry. This would be from the time they leave school on Friday afternoon until the time they return on Monday morning.

Mr. Biggs explained that the competition thus far is between Casa Grande and Apache Junction with goal of reaching 1300 jars. He would like to see this grow in other communities as well. He stated that is for a great cause and falls under the Feed Pinal.

Councilmember Cordes stated that she would love to join the challenge.

Mr. Biggs stated that he is designing a Golden Sandwich Trophy and will try to get other communities involved.

Councilmember Cordes inquired about the Employee Campaign and asked what basis is used for competition. She asked if there is a goal or if they are competing against someone.

Mr. Biggs stated that it is great to obtain donations; however, he likes to see participation. The competition is which city has the most donors. He stated that he encourages participation.

Councilmember Cordes stated that she would like to see competition between departments and this may encourage more employees to participate. She stated that as a realtor she participates in the Heroes Home Advantage and explained what they do. She asked him to think of ways to tap into the realty agency with regards to obtaining donations.

Mr. Biggs stated that Apache Junction has a realtor roundup and they present at their event. He will definitely look into this further.

Special recognition of Battalion Chief Jim Walter for completing the Managing Officer Program through the National Fire Academy.

Mr. David Strayer, Fire Chief, recognized Battalion Chief Jim Walter for completing the Managing Officer Program through the National Fire Academy. The National Fire Academy's (NFA'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 (EMS) manager and includes all four elements of professional development: education, training, experience and continuing education.

Chief Strayer stated that 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 fire program fire officers are better prepared to grow professionally, improve skills and meet emergency and professional challenges, be able to embrace professional growth and development, enjoy a national perspective on professional development, understand and appreciate the importance of professional development and have a network of fire service professionals who support career development.

Mr. Jim Walter, Battalion Chief, stated that it took two years to complete the program. He stated that the fire service component was strange because they did not have to do any hazardous things. They did not have to wear a turnout nor were there any fires. They learned about the academic side of fire service. He learned about community risk reduction and data management. These tools will help grow the Fire Department and the community. He attended the program with people from New Hampshire, Washington and Alaska. It was a great experience to discuss our fire departments with other communities and to have gained lifelong friends in the fire service. He is looking forward to the next step which is the Executive Fire Officers Program. He will apply and hopefully be accepted. He thanked the Council.

Councilmember Hughes congratulated Mr. Walter.

Councilmember Cordes inquired what he thought was the best part of the program.

Mr. Walter stated that he still needs to complete the capstone component of the program, which is to decrease the cancer risk to the Fire Department by replacement of turnouts, on-scene procedures to wash contaminants off prior to getting back in the truck and procedures for when they get back to the station. This reduces the Town's risk and liability. He stated that one of the great things is the people you meet and what you take away from the interactions with others.

Special recognition of Sergeant Phil Riccomini for completing a 10-week course given through Northwestern University, School of Police Staff and Command.

Mr. Dan Hughes, Police Chief, stated that Florence is fortunate to have the caliber of employees it has. He stated that Northwestern University is one of two premiere schools that police leaders need to go to in order lead a police department. He stated that the program is for 10 weeks and offers college level credits. It is a compressed curriculum and if taken traditionally, would take approximately one and half years to complete.

Chief Hughes stated that the program covers all aspects of roles and responsibilities that a police officer needs to be considered as a police leader. Including himself, there are a total of three people who have attended the Northwestern University.

Mr. Phil Riccomini, Police Officer, thanked the Town for investing in his future. He attended the academy with others from around the Phoenix valley and Globe. One of his big takeaways was succession planning. He learned that what Chief Hughes instills in his employees, mirrors what is taught at the academy.

Chief Hughes stated that he along with Mr. Brent Billingsley, Town Manager, attended the graduation. He stated that it is good that the personnel attend these academies because they are the future leaders.

Proclamation declaring July as Parks and Recreation Month in the Town of Florence and to encourage residents to get outdoors and enjoy their community through parks and recreation. (Bryan Hughes)

Mayor Walter proclaimed July as Parks and Recreation Month in the Town of Florence.

Mr. Bryan Hughes, Community Services Director, stated that the Town will have the Freedom Fest Day Celebration on July 4, 2019, starting with a free swim day at the Aquatics Center with several contests taking place throughout the day. He stated that they are also have a school supplies drive and are accepting donations at the aquatics center throughout the event. Salt River Project (SRP provided a \$5,000 donation for the event and will be present at the Aquatics Center to discuss their water safety program.

Mr. Hughes stated that the celebration will continue at Heritage Park at 5:00 p.m. with plenty of games and live entertained planned along with the fireworks show.

Mr. Hughes stated that other events planned throughout July include swim lessons, Kids Summer Camp, Teen Night, and Family Night. Some of the events will continue after the school session starts. He hopes that people come out and enjoy the parks and recreation facilities and events.

Councilmember Cordes asked that peanut butter and jelly be incorporated in the drive.

Mr. Hughes stated that they will consider the peanut butter and jelly donations for next year.

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. Adoption of the Active Transportation Plan.**
- b. Approval of an Extension of Agreement for Temporary Housing at Florence Fire Station 542 by American Medical Response for an additional 12 months.**
- c. Approval of an Extension of Agreement with Air Methods Corporation for the utilization of the helipad at Fire Station 541 for an additional 12 months.**
- d. Approval of an Inmate Work Contract with the Arizona Department of Corrections for a period of five years, with a term to expire June 30, 2024.**
- e. Approval of the Interagency Service Agreement (ISA) between Arizona State Parks and the Town of Florence to manage McFarland State Historic Park through June 30, 2020.)**
- f. Approval of entering into a Revocable License/Lease and Professional Services Agreement with the Greater Florence Chamber of Commerce for McFarland State Historic Park through June 30, 2020.**
- g. Approval of accepting the register of demands ending May 31, 2019, in the amount of \$2,976,951.39.**

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to approve the Consent Agenda as written, with the removal Item e.

e. Approval of the Interagency Service Agreement (ISA) between Arizona State Parks and the Town of Florence to manage McFarland State Historic Park through June 30, 2020.

Councilmember Wall inquired how the transfer of funds to the Arizona State Parks will work, specifically because the State will then return the Town's portion back to the Town within five days. She is confused as to how this process will work.

Ms. Jennifer Evans, Management Analyst, stated that this process is new and has not been done before. There are five partner parts in the system and McFarland State Park will be the first to have this type of agreement. This process was derived by their procurement personnel at State Parks. The employees are new to the agency and cited State statutes as the reason why the changes to the agreement were made.

Ms. Evans stated that the funds raised at McFarland State Park Gift Shop and through donations do not come to the Town. They have always stayed with Chamber, who manages the park. Prior to the Chamber, the funds remained with the Main Street Program. This is an incentive for them to run the gift shop. The agreement is for a one-year period and staff will have discussions with the Arizona State Park on this process.

Ms. Evans explained the money will be transferred to the Arizona State Parks, who will return the funding to the Town. The Town will then return the money back to the Chamber. She understands the redundancy in the process which is why staff will be having discussions with Arizona State Parks. She is hoping that the Chamber will be able to remit the money directly to the State.

Ms. Evans stated that the Town values the partnership with the Arizona State Parks; however, this process does utilize the Town's staff time and wants to adhere to their policy while doing so in an efficient manner.

Vice-Mayor Anderson inquired about the maintenance of the building and inquired if they are to install railing. He inquired who is to pay for the railing and if the Town is responsible for the installation.

Ms. Evans stated there are no set plans or schedule set. There has been discussion as to who is responsible for that type of improvement.

Mr. Billingsley stated that it is his understanding that a State has not budgeted for this improvement as of yet. It is their building and they would be responsible for the improvements. The last conversation with the State is that they were going to order railings from ACI and install the railings and ADA compliant ramps.

Vice-Mayor stated that the caution rope is an eye-sore.

Councilmember Larsen inquired about sections A and B of the agreement that refers to maintenance of the building and ADA compliance.

Mr. Billingsley explained that Section A pertains to general maintenance and that there is an ADA accessibility to the facility, so those two sections do not apply. There are no health and safety issues. He stated that it is not the Town's responsibility to do improvements at the State Parks.

Mayor Walter stated that staff can communicate with the Arizona State Parks for an update on when the improvements are scheduled to be made.

Mr. Billingsley stated that it is within the Council's purview to spend money on improvements at McFarland State Park; however, there is no money in the budget that Council just approved. He stated that the ropes were put up because the State would be liable should someone be injured.

Mr. Billingsley stated that the State Park is eligible to apply for a grant for up to \$5,000 through the Town's Façade Program to assist with that project.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to approve the Interagency Service Agreement (ISA) between Arizona State Parks and the Town of Florence to manage McFarland State Historic Park through June 30, 2020.

NEW BUSINESS

Discussion/Approval/Disapproval to adopt Resolution No. 1707-19 adopting the Uniform Video Service License and Application and adopt Ordinance No. 679-19 amending the Town of Florence Code of Ordinances to comply with Arizona State law governing Video Service License Agreements. (Lisa Garcia)

Resolution No. 1707-19:

Mayor Walter read Resolution No. 1707-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REAFFIRMING TOWN POLICY BY ADOPTING A UNIFORM STANDARD VIDEO SERVICES APPLICATION, AFFIDAVIT, AND LICENSE AGREEMENT FOR VIDEO SERVICE PROVIDERS; AND DIRECTING STAFF TO TAKE ALL NECESSARY STEPS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION AND DECLARING AN EMERGENCY.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that this ordinance is coming before Council because Senate Bill 1140 was passed in 2018 which requires uniform video servicing provider license throughout the State of Arizona.

Ms. Garcia stated that the Arizona League of Cities and Towns worked with municipalities to ensure that all municipalities adopted the same licensing agreement and have the same rules. Staff has brought forward the following:

- A resolution that adopts the application and the policy
- An ordinance that adopts language that needs to be modified within the Town Code based on the fact that the Town has pre-January 1, 2020 and post-January 1, 2020 applications.

Ms. Garcia stated that some agreements that are in effect will use the old language until such time that their agreements renews and then they will use the new language. All new agreements will use the new language.

Ms. Garcia stated that staff will come before Council one more time to amend the ordinance once again, by removing the prior year language. She stated that Cox communications' license expires on September 5, 2021 and have the right to apply for a new application license under the current laws. They would have the right to move forward under the new license rules.

Ms. Garcia stated that the ordinance is statutorily required, therefore, it does not require two separate readings.

Councilmember Wall inquired if this pertains to cable and inquired if there are other companies.

Ms. Garcia stated that there are other companies who offer cable service; however, Cox Communications is the only company that has infrastructure in the ground within our municipal boundary.

Mayor Walter inquired if Centurylink has lines in the Town.

Ms. Garcia stated that Centurylink does not have lines in the ground. She stated that other servicers provide service but they do not provide cable video service. Satellite providers fall under different rules.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adopt Resolution No. 1707-19.

Ordinance No. 679-19:

Mayor Walter read Ordinance No. 679-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING CHAPTER 118, CABLE COMMUNICATIONS, TO COMPLY WITH ARIZONA STATE LAW REQUIRING THE USE OF A UNIFORM VIDEO SERVICE LINES AGREEMENT EFFECTIVE JULY 1, 2019; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried (6-0) to adopt Ordinance No. 679-19.

Resolution No.1705-19:

Mayor Walter read Resolution No. 1705-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2019 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND

COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS.

Ms. Evans stated that staff is seeking authorization to apply for CDBG funding in the amount of \$91,000 to replace non-ADA compliant ramps with ADA compliant ramps in 38 locations.

Councilmember Hughes stated that she is not in agreement that the monies should be used only for sidewalks. She would like some of the funding to be used for home repairs for the individuals who spoke (Ms. Vargas and Mr. Mack) before Council at tonight's meeting.

Mayor Walter stated that it is her understanding that the Town does not have a housing program at this time.

Ms. Evans stated that she cannot guarantee funding to those two individuals. Staff would have to open up an opportunity for people to apply and the funding would go to the most needy based on certain criteria. She stated that there would have to be limits set, such as roofing, plumbing, etc. and it would be evaluated on certain criteria. She stated that there are time constraints as well.

Mayor Walter inquired when the grant is due.

Ms. Evans stated that the grant application is due August 1, 2019 to CAG, which would provide for a very limited amount of time to pull up a new scope and bring back to the Council at the next meeting. They must also implement the project within a 12-month period once the grant is awarded. She stated that it may take one to two months to qualify a resident for funding. She stated housing rehab projects are doable; however, it may be challenging with the time line with this specific grant.

Councilmember Cordes stated that she does not agree with asking the public for input when the staff already has decided on what project they are recommending to Council on the same agenda. This does not provide enough time for Council to consider the public's input. She agrees that replacing the crosswalks are important but does not want to disregard the public's input.

Mr. Billingsley stated that Town normally has a two-year window to determine what the projects are in the previous year. This is not the normal occurrence with CDBG funding. Town staff had one month to vet a project that would meet the criteria as well as the timeline. Staff had to determine where they could spend the funds, what the project would be, and follow the time constraints. The Town provided for public outreach twice, once before and once at this meeting.

Mr. Billingsley stated with regards to the public proposing a different project, the Town would not be able to do the project because of the low to mod survey that needs to be completed. He stated that another project considered was adding additional funding for the 12" waterline in which they funded two grants in a row, and they were unable to do so because there was not enough time to do a special income survey.

Mr. Billingsley stated that he agrees with Councilmember Cordes on how it appears; however, this is not how the process usually works and staff is trying to find the best project that will fit all of the criteria. There are time constraints that must be adhered to if the Town wishes to apply for the funds.

Mr. Billingsley stated that the Town used to have a Housing Rehab Program and decided to stop the program for a number of reasons including cost and staff. Florence has not had a housing rehab program for years.

Councilmember Cordes stated that her frustration is that the public thought that they had input on what project to apply for. She asked if staff can do a better job in explaining the process. She was unaware that staff only had one month to find and vet a project that met the criteria and time line. She understands that this is the only project that falls into place as meeting all of the criteria and that can be completed in the designated timeframe. She wants the public to understand why the project was chosen over what they suggested.

Councilmember Cordes stated that the Town was not expecting this funding and had to work hard to find a project that fit. She stated that this funding would have gone to Winkelman.

Vice-Mayor Anderson stated that the Town shared their funding with Winkelman and received funding every other year.

Mayor Walter stated that it was communicated what direction Florence was moving in at the CAG meeting when Pinal County presented future CDBG funding. She stated there was no voice opposition nor any conversation with staff following the meeting.

Ms. Garcia stated that with regards to CDBG funding, two public hearings must be held and after which the Council makes a decision of which projects the Town wants to move forward on. There was no decision made prior to the meeting as to which project to proceed with. The public hearings are very important to receive the citizen's input. She stated that at any time that Council feels that they need more time they can table the item.

Ms. Garcia stated that Council is hearing from its citizens and from staff. Staff is making a recommendation on what they feel Council should utilize the funding for. Council still has the independent choice on what project they want to proceed with. She stated no decision has happened before tonight.

Mayor Walter stated that this has communicated this very well. The public provided input on their desires and provides feedback for something for Council to consider.

Councilmember Larsen stated that she values public input and had not made a decision on the project prior to the meeting. She inquired what details need to be submitted in the application for the CDBG grant should they wish to pursue housing rehabilitation, such as housing plans, etc.

Ms. Evans stated that they do not need to go into that much detail. Staff needs to understand the priority of the Town Council and receive direction from the Council as to which project to proceed with. Furthermore, staff needs to know the limitations such as full housing rehabilitation or a

limited type program. Staff would want as much time as possible to open the application process in order to go through the tasks to qualify the applicants, as this takes time.

Councilmember Larsen inquired if staff would be responsible for everything including the contract work and coordination of the work. She also inquired if there is a way to limit the dollar amount, or include stipulations, that limit the amount spent on each home.

Ms. Evans stated that the Town has flexibility on the parameters of how much can be spent on each home, such as \$20,000. Town staff or a hired consultant will manage the project. The homeowner would not find its own contractors. She stated in the last housing rehabilitation project, the families needed to vacate their homes for approximately four months and the Town paid for alternate living arrangements through the grant.

Mayor Walter inquired how much employee time did this project take.

Ms. Evans stated that the project took the majority of their time.

Discussion occurred on what the grant application entails and the requirements that must be met.

Mr. Billingsley stated that housing rehabilitation is federally funded, which means all federal requirements must be met, inclusive of Davis Bacon, bidding requirements, Federal scope requirements, as well as other paperwork. There is no economy of scale, it is that amount of staff time and/or consultant time multiplied by that many projects. The application would entail the following:

-
- Detail to the application
- An analysis of the application
- After the application
 - An analysis of each dwelling unit
 - Must complete project to make it safe, regardless of dollar amount allocated
 - Dwelling unit must be made safe to live in
 - Selection of contractors
 - Management of contractors
 - All paperwork that needs to be completed

Mr. Billingsley stated that housing rehabilitation is a very involved project. He noted that approximately one third of the money was spent on the contractors which took away from what could have gone into the project.

Mayor Walter inquired about someone who has needed repairs, obtained insurance money to do the repairs but did not do the repairs and is now requesting grant funding for the repairs.

Ms. Evans stated that she does not know if there is a correlation between a previous insurance claim and a grant fund. The work still needs to be completed. The home will still need to be evaluated and go from there.

Mr. Billingsley stated that even though the Town is appreciative of the funding, staff only had a limited amount of time in which to bring a project forward that meets all the criteria and timeframe.

From his perspective, the best opportunity in which to obtain the funds and be successful in the implementation will be the barrier removal project. He stated if Council would like to move forward on a housing rehabilitation program, it can be included in the next year's budget.

Mayor Walter asked the process be clearly outlined and that there is ample time for feedback. She would also like projects that provide the biggest impact for all of the residents. There are also other resources available that a person could apply for assistance.

Ms. Evans state that with regards to leverage of funds, there are funds available in the current General Fund for ADA ramp improvements, and there is no funding available for housing rehabilitation.

Councilmember Wall agrees with all of the comments made by the Council and is empathetic to those residents who have needs. She stated that the Council needs to be fair when looking at a home repair program. There are many residents who may benefit from such a program and how does the Council determine who is best qualified to receive funding. It becomes a very person issue and she is not prepared to make that type of decision for that type of a program. She believes the Council should consider projects that are for the greater good.

Vice-Mayor Anderson stated that he would prefer that staff provide a plan for Council to review prior to a project being brought forth, along with the pros and cons and advantages and disadvantages of the project or program.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to adopt Resolution No. 1705-19.

Resolution No. 1706-19:

Mayor Walter read Resolution No. 1706-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR AN FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION.

Ms. Evans stated that this is the matching fund for the CDBG application. The overall project is expected to be \$139,000 and the Town would need to commit approximately \$48,000 to complete the project.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried (6-0) to adopt Resolution No. 1706-19.

Resolution No. 1708-19:

Mayor Walter read Resolution No. 1708-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE ABANDONMENT OF A PORTION OF RIGHT-OF-WAY WITHIN FLORENCE, ARIZONA, GENERALLY DESCRIBED AS SITUATED IN THE SOUTHWEST CORNER OF SECTION 36,

TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA RIVER MERIDIAN, FLORENCE STREET BETWEEN EAST BUTTE AVENUE AND 11TH STREET.

Mr. Chris Salas, Public Works Director, stated that the Town has been working with Pinal County on their project. The benefit to their project is that while abandoning the right-of-way, the Town can remove some of the hinderances of the setback which will allow them to have more design flexibility.

Mr. Billingsley stated that this is part of making Florence a walkable community. The Town is abandoning a street and making it a pedestrian corridor to be able to walk the complex.

Vice-Mayor Anderson inquired if there were discussions regarding a land swap.

Mr. Billingsley stated that discussions occurred with the Town abandoning the street provides Pinal County some flexibility with setbacks on their project and they will make Park Street more of a boulevard concept so that it is more of an entry into the community instead of as it exists now.

Vice-Mayor Anderson stated that he thought there would be conversation regarding the vacant lot that they had.

Mr. Billingsley stated that they did not have that conversation.

On motion of Councilmember Cordes, seconded by Councilmember Larsen, and carried (6-0) to adopt Resolution No. 1708-19.

Discussion/Approval/Disapproval to award a contract to Ellison Mills Contracting LLC, to install valves, fire hydrants, tapping sleeves, and concrete encased sewer, replace curb, sidewalk and asphalt as necessary, in an amount not to exceed \$525,200.85 (Bid \$456,696.39 plus a 15% Town contingency of \$68,504.46) for CIP WU-83 Phase 3B Downtown 12" Loop.

Mr. Salas stated that this is the final loop of this project. Each part has improved the fire flows. Included in the project is upsized lines, new fire hydrants, especially were there were operational concerns or needs.

Councilmember Cordes inquired about the time frame for the project.

Mr. Salas stated that it will be completed before or after the Thanksgiving holiday.

Vice-Mayor Anderson stated that they have 120 days and if not completed in the timeframe, the contractor will be penalized \$500 per day.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried (6-0) to award a contract to Ellison Mills Contracting LLC, to install valves, fire hydrants, tapping sleeves, and concrete encased sewer, replace curb, sidewalk and asphalt as necessary, in an amount not to exceed \$525,200.85 (Bid \$456,696.39 plus a 15% Town contingency of \$68,504.46) for CIP WU-83 Phase 3B Downtown 12" Loop.

MANAGER'S REPORT

Mr. Billingsley stated Council asked for staff to put a priority on developing partnerships and relationships. The Town has partnered with the Florence Unified School District (FUSD) to work towards a STEM school. Both entities made commitments to each other in terms of expenditures and improvements made to benefit the other. From the Town's perspective, the Town agreed to do the 12" waterline loop to increase fire flows to the Florence K-8 school which has some real challenges from a fire flow perspective. The Town also facilitated the ability for the school to do future projects and know that they have the fire flow necessary to meet the intent of the 2012 Codes.

Mr. Billingsley stated that from the Town's perspective, the FUSD agreed to rehabilitate a number of old buildings that have various issues from lead-based paint to asbestos. Both the FUSD and the Town has met those commitments. This is an example of an excellent partnership.

Mr. Billingsley stated that the Town had an opportunity to be represented on television three different times.

- Bullying video on News Channel 3 (which was shown to Council)
- Active Shooter Exercise on News 15
- Bullying video on Fox 10 News (will air soon)

Councilmember Cordes inquired what the buildings will be used for.

Mr. Billingsley stated that the head start building will be used for a daycare facility. They have installed new windows, new carpeting, new wall furnishings, ADA improvements, etc. in the other four buildings. Those buildings will be used for school programs and for their Before and After School Program. The Town of Florence is no longer providing the Before and After School Program as they have a new vendor.

DEPARTMENT REPORTS

Community Development

Community Services

Courts

Finance

Fire

Police

Public Works

The Department Reports were received and filed.

CALL TO THE PUBLIC

Ms. Cathy Adams, Florence Resident, thanked the Council for the conversation for the CDBG grants. She stated that it was very informative. She said that many attended the first CDBG public hearing along with others to provide feedback because they thought it was an open slate and their opinions were being asked because there were possibilities. If the Town clearly knew that there were time constraints to only provide a certain type of service, it should have been

articulated at the meeting. She stated that it is important to articulate to the public of any parameters, limitations or time constraints to any proposed grants.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Vice-Mayor Anderson stated that he attended CPR training. The training was opening to the Town employees and the CERT group. He was surprised that there were not many participants. He would like to see more people attend the trainings.

Councilmember Wall wished Councilmember Larsen a Happy Birthday. She stated that it is her understanding that the tax rates will be as follows:

- Primary property tax Decrease by \$0.03
- MRCFD rate Decrease by \$2.56
- MRCFD2 rate Increase by \$0.27
- SLID #1 No change
- SLID #2 No change
- SLID #3 Increase by \$0.12

Councilmember Larsen wished everyone a Happy Fourth of July.

Councilmember Cordes attended the Historical Preservation Conference and stated that it was a wealth of information. She networked with the Historic District Advisory Commission (HDAC) members and discuss goals. HDAC will present a packet with their ideas and how they will implement their ideas to the Council. They learned about millennials. She would like to see more Councilmembers and HDAC members attend. She said she learned a lot and thanked the Council for the opportunity to attend.

Mayor Walter invited everyone to attend the Fourth of July events. She attended the 60th Anniversary of the Arizona Mexico Commission and was able to participate in a meeting with Arizona Governor Ducey and Sonora, Mexico Governor Pavlovich-Arellano. They discussed economic development, infrastructure and autonomous vehicles. She stated that there was a wealth of information shared.

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:

Town's position and instruct its attorneys regarding pending litigation case number 1100CV201500235-Assoc. of Florence Fire vs Town of Florence.

Instruct staff with regards to negotiations of land purchases required for future infrastructure.

Town's position on potential and threatened claim regarding HOA fees.

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

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Councilmember Wall, seconded by Mayor Walter, and carried (6-0) to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adjourn the meeting at 10:30 pm.

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 July 1, 2019, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON TUESDAY, JULY 9, 2019, AT 4:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 4:30 p.m.

ROLL CALL:

Present: Tara Walter, John Anderson, *Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

(*Bill Hawkins appeared telephonically.)

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.

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) 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, including counterclaims.**

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

ADJOURNMENT FROM EXECUTIVE SESSION

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

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

There were no comments.

ADJOURNMENT

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried to adjourn the meeting at 4:55 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on July 9, 2019, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL REGULAR MEETING HELD ON MONDAY, JULY 15, 2019, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Vice-Mayor Anderson called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: John Anderson***, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

Absent: Tara Walter

***Vice-Mayor Anderson appeared telephonically.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hughes, and carried (6-0) to appoint Councilmember Wall to run the meeting.

MOMENT OF SILENCE

Councilmember Wall called for a moment of silence.

PLEDGE OF ALLEGIANCE

Councilmember Wall led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Ms. Carolyn Renee Deluzeo, Florence Resident, spoke regarding the proposed two roundabouts and the difficulty in maneuvering through them to get to her home. You are unable to exit the roundabout if you are in the inner lane and people are not courteous to let you get through. A stoplight is a better option.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (6-0) to adjourn to the Merrill Ranch Community Facilities District No. 1.

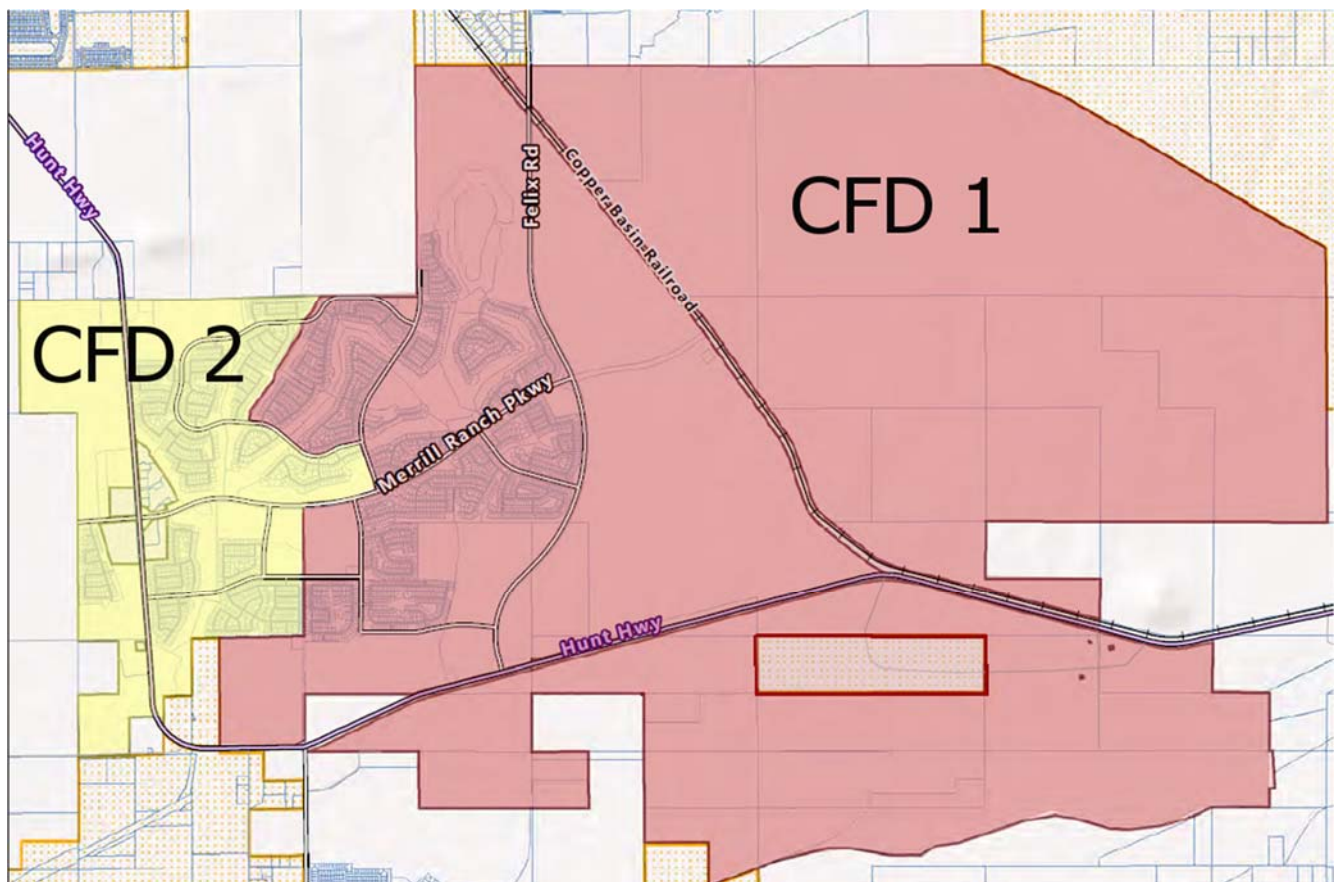
Ordinance No. MRCFD1 116-19:

Boardmember Wall read Ordinance No. MRCFD1 116-19 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 1 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2020, AND DECLARING AN EMERGENCY.

Mr. Rey Sanchez, District Treasurer, provided a presentation in which he outlined the following:

- MRCFD 1 Tax Levy Adoption
 - State law requires the Town to advertise and adopt the secondary property tax levy in the same way as the primary tax levy.
 - The levy was advertised in the newspaper and Town website.
 - Council held a Public Hearing on July 1, 2019.
 - The recommended tax rate for Fiscal Year 2019/2020 will be set at \$.72 per \$100 of net assessed valuation (NAV).
 - CFD 1 levy will collect \$208,464.



- Where tax can be found on their statement

PINAL COUNTY						2018 PROPERTY TAX STATEMENT			ARIZONA	
PARCEL NUMBER	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	SPECIAL DISTRICT \$ PER ACRE	2018 TAX SUMMARY					
211-XX-XXXXX	0131	11.8851	5.3730		PRIMARY PROPERTY TAX		2,505.50			
ASSESSMENT					VALUE IN DOLLARS		LEGAL CLASS	RATIO	EXEMPTIONS	NET ASSESSED
					LIMITED	210,805	0301	.1000	0.00	21,081
SEE PAGE 2 FOR PAYMENT COUPON					SPECIAL DISTRICT TAX		0.00			
					PRM/REDUCTION		(397.40)			
					TOTAL TAX DUE FOR 2018		3,240.80			
SITUS ADDRESS	TAX AUTHORITY			LEVY	PURPOSE	TAX RATE	2017 TAX	2018 TAX	INCREASE / DECREASE	
XXX XXXXXX FLORENCE AZ 85132	2000	Pinal County		PRM		3.7006	750.94	780.12	29.18	
	2000	Pinal County		PRM	Schl Resr	0.1294	25.98	27.28	1.30	
PROPERTY DESCRIPTION	2010	School Equalization		PRM		0.4741	97.88	99.96	2.08	
	4154	Town of Florence		PRM		1.1060	227.76	233.16	5.40	
LOT XXX ANTHEM AT MERRILL RANCH UNIT X CAB G - SLD 044 SEC 19 4S-9E	7001	Florence USD #001		PRM		4.2984	849.34	906.14	56.80	
	7001	Florence USD #001		SEC	"B" Bonds	1.3872	225.96	292.44	66.48	
	8150	Pinal County Jr College		PRM		2.1766	448.30	458.84	10.54	
REDUCTION RATE	8150	Pinal County Jr College		SEC	Bonds	0.1857	62.22	39.16	-23.06	
1.8851	11900	Fire Dist Assistance Tax		SEC		0.0643	12.92	13.56	0.64	
Michael P. McCord Pinal County Treasurer PO Box 729 Florence, AZ 85132	14613	Central AZ Water Conservation		SEC		0.1400	28.10	29.52	1.42	
	14900	Pinal County Library		SEC		0.0965	19.38	20.34	0.96	
	15625	Pinal County Flood		SEC		0.1693	34.00	35.70	1.70	
	18006	Town of Florence/Anthem at Merrill Ranch CFD #1		SEC		0.3000	60.22	63.24	3.02	
	18006	Town of Florence/Anthem at Merrill Ranch CFD #1		SEC	Bonds	2.9800	652.46	628.20	-24.26	
	30002	Cntrl AZ Vly Inst Tech(CAVIT)		SEC		0.0500	10.04	10.54	0.50	
		TOTALS						3,505.50	3,638.20	132.70
BEGINNING 2015, TAX BILL DETAIL IS DISPLAYED AS GROSS TAXES BEFORE REDUCTIONS										
211-XX-XXXXX THIS IS A CALENDAR YEAR TAX NOTICE		MAKE CHECKS PAYABLE TO: Pinal County Treasurer PO Box 729 Florence, AZ 85132			PAYMENT INFORMATION					
THERE WILL BE A \$31.25 CHARGE FOR EACH RETURNED CHECK AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS.		PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.			Nov. 01, 2018		First half 2018 taxes due, delinquent after 5:00 PM.			
					Dec. 31, 2018		Final day to pay 2018 current full year taxes without interest.			
					May. 01, 2019		Second half 2018 taxes due, delinquent after 5:00 PM.			
SEE PAGE 2 FOR PAYMENT OPTIONS AND ADDRESS CHANGE INFORMATION										

- CFD 1 Historical Rate

FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
3.55	\$3.55	\$3.55	\$3.28	\$0.72
Example: \$100,000 home equals \$72				

Councilmember Cordes inquired if the fee is increasing by \$0.72. She also inquired why is there a difference in fees from MRCFD1 and MRCFD2 and when does this end.

Mr. Sanchez explained that the fee is being reduced to \$0.72 per \$100 of NAV. The reason for the decrease is because the debt service in MRCFD1 has decreased. There will no longer be rates once there is no debt service. Debt service is normally for 20 to 25 years.

On motion of Boardmember Hawkins, seconded by Boardmember Larsen, to adopt Ordinance No. MRCFD1 116-19.

Roll Call Vote:

Boardmember Hughes: Yes

Boardmember Cordes: Yes

Boardmember Larsen: Yes

Boardmember Wall: Yes

Boardmember Hawkins: Yes

Vice-Chairman Anderson: Yes

Motion passed: Yes: 6; No: 0

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Boardmember Cordes, seconded by Boardmember Hughes, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 1.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Councilmember Larsen, seconded by Councilmember Cordes, and carried (6-0) to adjourn to the Merrill Ranch Community Facilities District No. 2.

Ordinance No. MRCFD2 216-19:

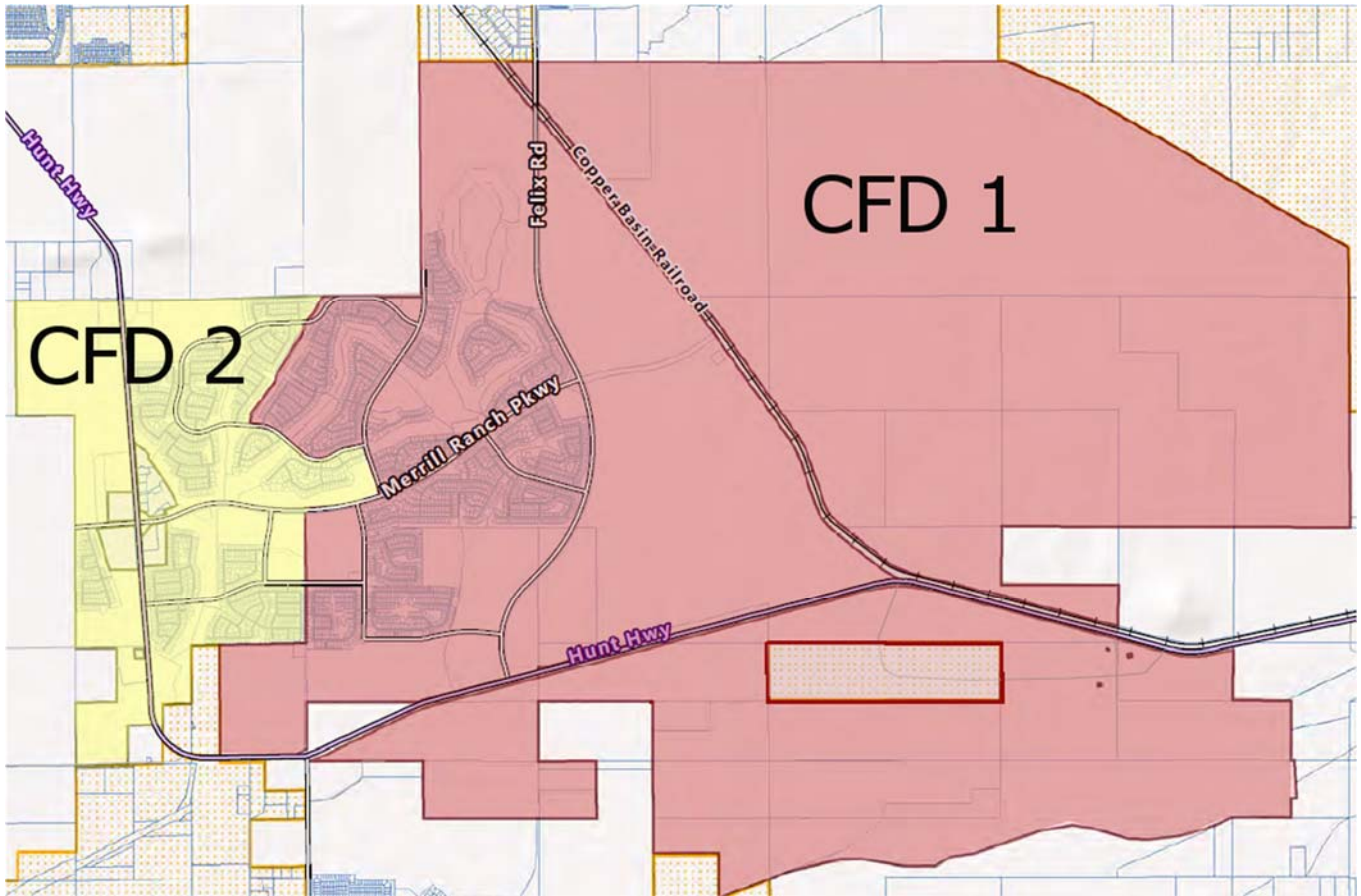
Boardmember Wall read Ordinance No. MRCFD2 216-19 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 1 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2020, AND DECLARING AN EMERGENCY.

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

- Tax Levy Adoption MRCFD 2

- State law requires the Town to advertise and adopt the secondary property tax levy in the same way as the primary tax levy. The levy was advertised in the newspaper and Town website.
- Council held a Public Hearing on July 01, 2019.
- The recommended tax rate for FY19/20 will be set at \$3.55 per \$100 of NAV.
- CFD 2 levy will collect \$763,268.



- Where tax can be found on their statement

PINAL COUNTY						2018 PROPERTY TAX STATEMENT			ARIZONA	
PARCEL NUMBER	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	SPECIAL DISTRICT \$ PER ACRE	2018 TAX SUMMARY					
211-XX-XXXX	0151	11.8851	6.4514		PRIMARY PROPERTY TAX		1,647.39			
					SECONDARY PROPERTY TAX		894.24			
					SPECIAL DISTRICT TAX		0.00			
					PRM/REDUCTION		(261.29)			
					TOTAL TAX DUE FOR 2018		2,280.34			
ASSESSMENT	VALUE IN DOLLARS	LEGAL CLASS	RATIO	EXEMPTIONS	NET ASSESSED					
LIMITED	138,608	0301	.1000	0.00	13,861					
SEE PAGE 2 FOR PAYMENT COUPON										
SITUS ADDRESS	TAX AUTHORITY			LEVY	PURPOSE	TAX RATE	2017 TAX	2018 TAX	INCREASE / DECREASE	
XXXXXXXX XXXXX XX FLORENCE AZ 85132	2000	Pinal County		PRM		3.7006	493.78	512.94	19.16	
	2000	Pinal County		PRM	Schl Resr	0.1294	17.08	17.94	0.86	
PROPERTY DESCRIPTION	2010	School Equalization		PRM		0.4741	64.34	65.72	1.38	
LOT XXX ANTHEM AT MERRILL RANCH PHASE XX - UNIT CAB F - SLD 154 SEC 19-04S-09E AND SEC 24-04S-08E AS RE-PLATTED IN CAB G-540	4154	Town of Florence		PRM		1.1060	149.78	153.30	3.52	
	7001	Florence USD #001		PRM		4.2984	558.48	595.80	37.32	
	7001	Florence USD #001		SEC	"B" Bonds	1.3872	148.58	192.28	43.70	
	8150	Pinal County Jr College		PRM		2.1766	294.78	301.70	6.92	
	8150	Pinal County Jr College		SEC	Bonds	0.1857	40.90	25.74	-15.16	
REDUCTION RATE	11900	Fire Dist Assistance Tax		SEC		0.0643	8.50	8.90	0.40	
1.8851	14613	Central AZ Water Conservation		SEC		0.1400	18.48	19.42	0.94	
	14900	Pinal County Library		SEC		0.0965	12.74	13.38	0.64	
Michael P. McCord	15625	Pinal County Flood		SEC		0.1693	22.34	23.48	1.14	
Pinal County Treasurer PO Box 729 Florence, AZ 85132	15629	Magma Flood		SEC		1.0784	71.18	149.48	78.30	
	18007	Town of Florence/Anthem at Merrill Ranch CFD #2		SEC		0.3000	39.60	41.58	1.98	
	18007	Town of Florence/Anthem at Merrill Ranch CFD #2		SEC	Bonds	2.9800	429.04	413.06	-15.98	
	30002	Cntrl AZ Vly Inst Tech(CAVIT)		SEC		0.0500	6.60	6.92	0.32	
	TOTALS						2,376.20	2,541.64	165.44	
BEGINNING 2015, TAX BILL DETAIL IS DISPLAYED AS GROSS TAXES BEFORE REDUCTIONS										
211-XX-XXXX THIS IS A CALENDAR YEAR TAX NOTICE			MAKE CHECKS PAYABLE TO: Pinal County Treasurer PO Box 729 Florence, AZ 85132			PAYMENT INFORMATION				
THERE WILL BE A \$31.25 CHARGE FOR EACH RETURNED CHECK AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS.			PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.			Nov. 01, 2018 First half 2018 taxes due, delinquent after 5:00 PM.				
						Dec. 31, 2018 Final day to pay 2018 current full year taxes without interest.				
						May. 01, 2019 Second half 2018 taxes due, delinquent after 5:00 PM.				
SEE PAGE 2 FOR PAYMENT OPTIONS AND ADDRESS CHANGE INFORMATION										

- CFD 2 Historical Rate Data

FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
\$3.55	\$3.55	\$3.55	\$3.28	\$3.55
Example: \$100,000 home equals \$355				

On motion of Vice-Chairman Anderson, seconded by Boardmember Hughes, to adopt Ordinance No. MRCFD2 216-19.

Roll Call Vote:

Boardmember Hughes: Yes
Boardmember Cordes: Yes
Boardmember Larsen: Yes
Boardmember Wall: Yes
Boardmember Hawkins: Yes
Vice-Chairman Anderson: Yes

Motion passed: Yes: 6; No: 0

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Boardmember Larsen, seconded by Boardmember Cordes, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 2.

PUBLIC HEARINGS

Public Hearing to receive citizens' comments on the proposed zone change for APN (202-04-0530) to Highway Business Commercial (B-2) and first reading of Ordinance No. 680-19.

Councilmember Wall read Ordinance No. 680-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE FOR ASSESSOR PARCEL NUMBER 202-04-0530 (PLZ-19-19).

Councilmember Wall opened the public hearing.

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

- Case PLZ-19-19 Rezoning
 - Property located South of the intersection at Highway 287 and west of Highway 79.
 - APN# 202-04-0530
 - Rezone from Single-Family Residential (R1-6) to Highway Business Commercial (B-2)
 - 2.09 acres
- Public Outreach
 - Forms of outreach
 - Mailed notice to those within 150 feet
 - Advertisement posted in local newspaper
 - Public Notice sign on site
 - Citizen Review Meeting held on June 11, 2019
 - Planning and Zoning Commission Public Hearing held on June 20, 2019

- Findings
 - Proposed rezoning is consistent with the 2020 General Plan
 - Rezoning should facilitate commercial development along State Route 79
- Recommendation
 - Town Staff and the Planning and Zoning Commission recommend approval subject to the following 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 Planning and Zoning Commission and Town Council.

Councilmember Wall closed the public hearing.

Councilmember Wall stated that the second reading will be held on August 5, 2019.

Public Hearing to receive citizens' comments on a request to change setbacks for new units, replacement units, and auxiliary buildings in Caliente Del Sol Units I, II, III, & IV and first reading of Ordinance No. 681-19.

Councilmember Wall read Ordinance No. 681-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN NON-CONFORMING USES OF PROPERTY WITHIN UNITS I, II, III, & IV OF CALIENTE DEL SOL, AND DECLARING AN EMERGENCY.

Councilmember Wall opened the public hearing.

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

- Case PZ-19-17 Amendments
 - Community Development staff has been working with the Caliente Del Sol Property Owners Association (CPOA) regarding a request to change setbacks for:
 - New units
 - Replacement units
 - Auxiliary buildings



- Background
 - Old setbacks allowed for a 1-foot setback on the livable side and 2-foot setback on the carport side from the property lines
 - 2017: Setbacks not code compliant with the 2006 Building Code and placed a 5-foot setback on the side of the lots for new and replacement units
 - 2018: Staff contacted other municipalities and researched best practices
 - 2019: CPOA approved the recommended changes
- Proposal
 - The Building Code allowed for modifications to the setbacks with three additional requirements:
 - Propane and gas to be removed from all new and replaced Park Model units
 - New and replacement units have an age requirement of no older than five years
 - All new and replaced Park Model units have carbon monoxide detectors
- Ordinance Details
 - The Front Setback shall be two feet (which is back-of-sidewalk) from property line.
 - The Rear Setback shall be five feet from property line.
 - The Side Yard Setback for interior Park Models, or other fixed Recreational Vehicle units, shall be three feet; and two feet for street side yard (which is back-of-sidewalk).
 - Any new or replacement Park Model Unit shall be no more than five years in age from the date of original construction.
 - Propane and gas are to be removed from all new and replacement Park Model units
 - All new and replacement Park Model units have carbon monoxide detectors.
- Public Outreach
 - Building Safety and the Fire Department staff met with Caliente residents and its board members
 - Two Council meetings on issue and proposal

- Staff went to Council & Caliente Board meeting for the final approval from the residents, Town, and Staff.
- The CPOA held a Citizen Meeting in February 2019 at Caliente Casa Del Sol
- Advertisement posted in local newspaper
- Public hearings/readings

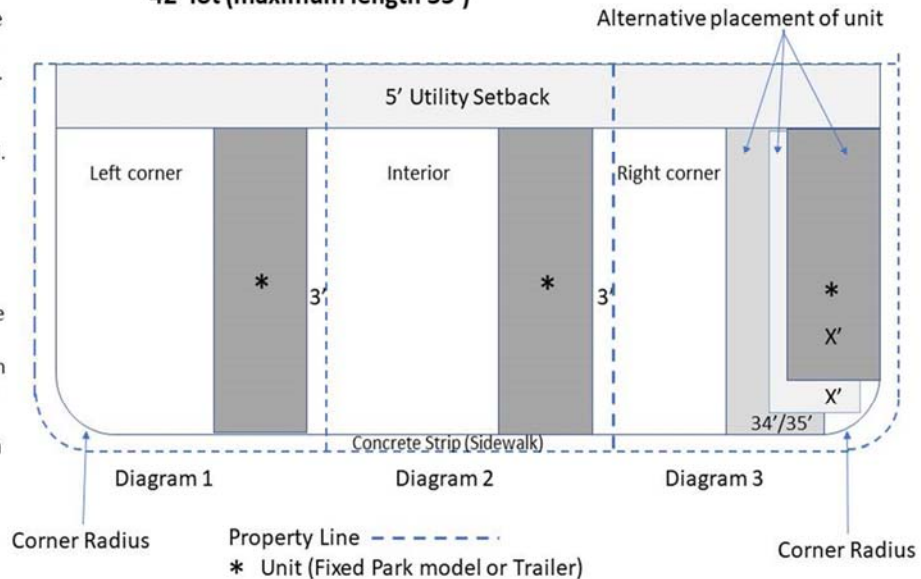
- Exhibit A

Placement of new unit
41' lot (maximum length 34')
42' lot (maximum length 35')

EFFECTIVE 10/01/2018

Must be permitted by both Caliente and the Town of Florence. No unit can be placed larger than 400 sq. ft. Unit must be totally electric, and less than 5 years in age. Unit measurement is outside end to end. It must be secured with approved tie-down.

Any unit that is added must conform with the following setbacks, no closer than 3' from side property lines, except when placed on a corner lot with the roadway on its right, then the right setback can be no closer than 2' from the property line. It cannot infringe on the utility setback or the corner radius.

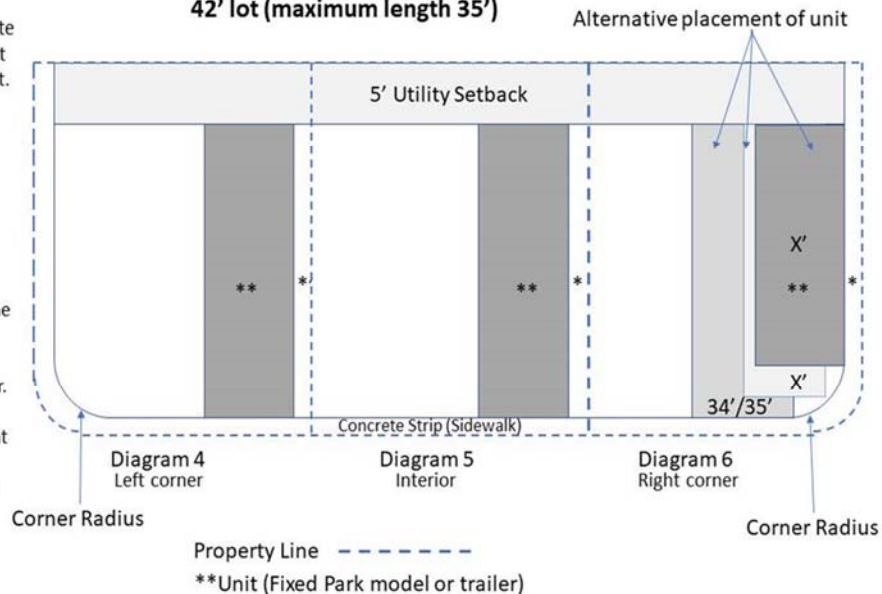


Replacement of old unit
41' lot (maximum length 34')
42' lot (maximum length 35')

EFFECTIVE 10/01/2018

Must be permitted by both Caliente and the Town of Florence. No unit can be placed larger than 400 sq. ft. Unit must be totally electric, and less than 5 years in age. Unit measurement is outside end to end. It must be secured with approved tie-down.

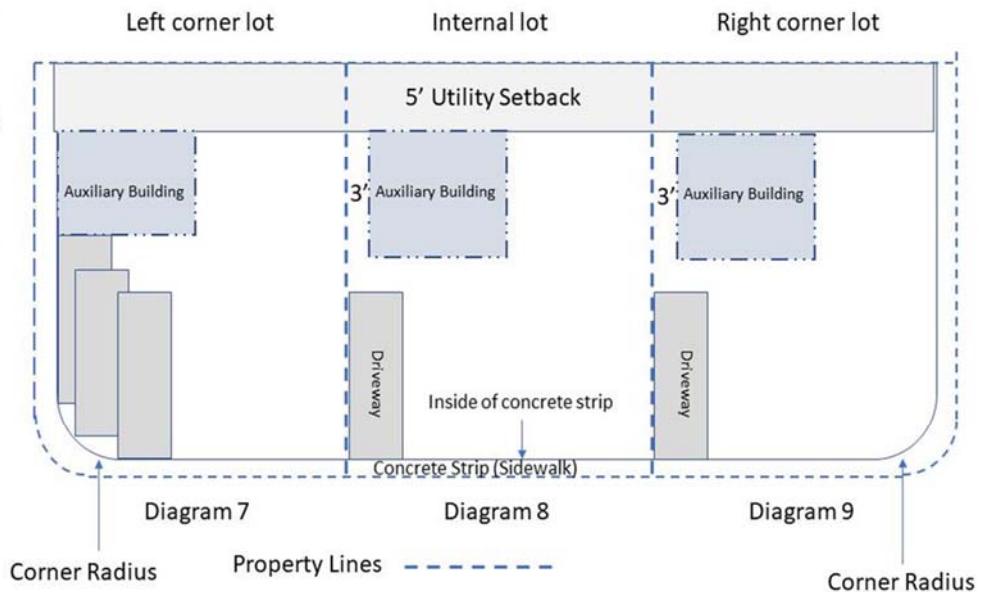
* Any replacement unit must conform with the following setbacks, no closer than 1' from the right side property line or the current setback of the unit being replaced, whichever ever is the greater. If placed on a corner lot with the roadway on its right, then the right setback can be no closer than 2' from the property line. It cannot infringe on utility setback or the corner radius.



Placement of auxiliary buildings

Auxiliary buildings include sheds, additions to the main living unit and Arizona rooms. Auxiliary buildings have a left setback of 3' on internal and right corner lots and 2' on left corner lots. All lots will at least have a setback of 5' from the rear property line and 2' for the front property line.

On each lot there must be a 18' deep and 9' wide mandatory parking area starting at inside of the concrete strip, this area may not contain any structure or violate the concrete strip. If the lot is a corner lot with a street on left the parking area can be dedicated three ways as shown in diagram 7



- Findings

- Staff and Planning and Zoning Commission offer the following findings for the consideration by the Town Council:
 - The proposed amendments are consistent with the needs of the community and the Town.
 - The proposed amendments of the site should facilitate ongoing development and replacement efforts of the local residents.

- Recommendations

- The Planning and Zoning Commission recommends approval subject to conditions:
 - Any Additional conditions deemed necessary by the Town Council.

Vice-Mayor Anderson expressed his appreciation for all the work that was done and the partnership in working with Caliente. On the onset, this was a difficult issue and he is happy to see a resolution.

Councilmember Larsen inquired if there were any alterations to the drawings from the time they met with Caliente in 2018.

Mr. Harmer stated that they fine-tuned some items such as defining how things were measured; however, there were no alterations.

Councilmember Wall closed the public hearing.

Councilmember Wall stated that the second reading will be held on August 5, 2019.

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. Resolution No. 1709 -19:

Councilmember Wall read Resolution No. 1709-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING TRIBAL GAMING FUNDS GRANTED BY THE GILA RIVER INDIAN COMMUNITY.

b. Resolution No. 1710-19:

Councilmember Wall read Resolution No. 1710-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE CITY OF TUCSON POLICE DEPARTMENT REGARDING THE ARIZONA HIGH INTENSITY DRUG TRAFFICKING AREA.

- c. Ratification of expenditures for Truly Painting & More LLC, for repair and painting services to multiple Town facilities (Town Hall, Kokopelli and the Silver King Marketplace) in a final to not exceed amount of \$45,906.37 for all locations. (Chris Salas)**
- d. Approval of the June 3, June 17, June 19 and June 21, 2019 Town Council Meeting minutes.**
- e. Receive and file the following board and commission minutes:**
 - i. May 29, 2019 Historic District Advisory Commission Meeting minutes**

On motion of Councilmember Cordes, seconded by Councilmember Larsen, and carried (6-0) to approve the Consent Agenda as written, with the exception of Item c. and Item e i.

- c. Ratification of expenditures for Truly Painting & More LLC, for repair and painting services to multiple Town facilities (Town Hall, Kokopelli and the Silver King Marketplace) in a final to not exceed amount of \$45,906.37 for all locations.**

Councilmember Hawkins inquired what work was done on the Kokopelli since there is no longer a building.

Mr. Chris Salas, Public Works Director, explained that work was done to the hair salon, north of where the Kokopelli stood. They removed the beams, repaired the adobe, and painted to match.

Councilmember Hawkins asked that the description be clear in the future.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (6-0) for ratification of expenditures for Truly Painting & More LLC, for repair and painting services to multiple Town facilities (Town Hall, Kokopelli and the Silver King Marketplace) in a final to not exceed amount of \$45,906.37 for all locations.

e. Receive and file the following board and commission minutes:

i. May 29, 2019 Historic District Advisory Commission Meeting minutes

Councilmember Hughes asked for clarification on the boundary lines for the Redevelopment Plan. She read an excerpt from the minutes pertaining to the Redevelopment Plan and Opportunity zone.

Mr. Billingsley stated that staff will provide this information to Council. He stated that most of Main Street is in the Redevelopment District.

Councilmember Hughes inquired about the opportunity zone. She was provided a map that showed all of downtown and explained the boundaries. She previously asked that the Opportunity Zone Map be added to the website and it is still not uploaded. This is her second request to have the Opportunity Zone Map uploaded to the Town's website by the end of the week.

Councilmember Hughes asked that Mr. Harmer provide Historic District Advisory Commission Vice-Chairman Adams and Commissioner Carroll Michael with the corrected information and that he update his materials to explain how the Town's position can help with issues on redevelopment and how these things overlap (Redevelopment Plan, Opportunity Map, and Infill District).

Mr. Billingsley stated that the Redevelopment Zone does not work with the opportunity zones. One is a state designation and one is a federal designation and cover very different things. The opportunity zone crosses boundaries with the Redevelopment Zone. The GIS Department will place the Opportunity Zone Map on the website by the end of the week. Mr. Harmer will speak with the HDAC Chair and Vice-Chair regarding the three unique areas and how they interact with one another.

Councilmember Cordes asked that the deadlines be included for those who wish to participate in the opportunity zone.

Mr. Billingsley stated that staff will provide Council a presentation on the opportunity zone.

On motion of Councilmember Hughes, seconded by Councilmember Cordes, and carried (6-0) to accept the May 29, 2019 Historic District Advisory Commission Meeting minutes.

UNFINISHED BUSINESS

Discussion and possible action on the proposed improvements for the roundabout at State Route 287 and State Route 79B.

Mr. Chris Salas, Public Works Director, stated that the Town had a public outreach meeting on July 10, 2019 and discussed the following:

- Results of the Design Concept Report (DCR)
- How the criteria was created for matrix scoring for all of the alternatives and the alternatives that were discontinued
- CIP T-14 Roundabout Improvements State Route (SR) 287 and SR 79B
 - Purpose and Need, Design Concept Report (DCR) / Environmental Document and Joint Project Agreement



- Alternatives
 - The DCR evaluates five alternatives:
 - No-Build
 - Four build alternatives:
 - Three roundabouts in various configurations
 - One signalized T-intersection
- Design concept alternatives considered and discontinued
 - A single signalized intersection connecting SR287, SR79B, Main Street and Florence Heights Drive at a single point
 - Two signalized intersections, one at Main Street / SR287 / SR79B and a southern one at State Route 79B/Florence Heights Drive



- Would take out the church
- Alignment will not work
- Eliminated as a fatal flaw

Councilmember Hawkins inquired why they couldn't move the curve more north to avoid having to encroach on the church. He stated that there is ample room to move Main Street to the west. He does not agree with having a roundabout and it is a waste of money. His preference would be an intersection. There are minimal accidents in this area.

Mr. Salas stated that it will not meet the geometric requirements outlined for design speed, site visibility and stopping distance. There is no way to do an intersection or alignment without having to take someone's property. This intersection did not meet the stacking distance requirements between the signals and operations. This option was removed as a fatal flaw because it did not meet the criteria.



- These alternatives resulted in geometry and operations that were not optimal or desirable.
 - Thus, those alternatives were discontinued.
 - The 4 new alternatives were developed for evaluation in this revised document, without the same geometric and right of way constraints
- Design Criteria
- Capacity / Level of Service
 - Queue lengths
 - Travel time
 - Access and circulation
 - Multimodal accommodations (i.e. pedestrians and bicycles)
 - Safety
 - Right-of-way
 - Irrigation canal impacts
 - Drainage patterns
 - Environmental impact area
 - Construction costs

- Alternative Analysis

Criteria	Alternative 1 One Multi-Lane Roundabout	Alternative 2 Multi-Lane Roundabout and T-Intersection	Alternative 3 Two Roundabouts	Alternative 4 Signalized Intersection and T-Intersection
Level of Service (2040 Volumes)	2	1	3	1
Queue Lengths	2	1	3	2
Travel Time (2040 Volumes)	3	2	3	2
Access & Circulation	2	2	2	3
Multimodal Accommodations	2	2	2	3
Safety	3	2	3	1
Right-of-way	1	2	1	2
Irrigation Canal Impacts	1	2	2	2
Drainage Patterns	3	2	2	2
Environmental Impact Area	1	1	1	1
Construction Costs	2	2	2	2
Totals	22	19	24	21

Rating Scale

1 - Least Desirable

2 - Neutral

3 - Most Desirable

- Alternative 3 scored the highest
 - Not weighted
- Public Involvement General Concerns
 - Everyone agreed that the intersection needs to be upgraded, regardless of the preferred solution
 - Private property access – loss of access
 - Private property of affected parties still having public involvement as the process continues
 - Will meet with individuals independently
 - Drainage – the existing intersection already has some drainage concerns
 - Will this affect properties along Main Street from Keating St. to Celaya St.?
 - This is not a final design
 - If properties are affected, will meet with the individuals
 - Will have additional public outreach
 - Could there be more accidents in the first few weeks/months when the intersection is changed? (Specifically, to roundabouts)
 - It is possible for an opportunity due to confusion
- Public Involvement Specific Concerns
 - Roundabouts are dangerous
 - Statistics show the roundabouts are more safe
 - Roundabouts are confusing
 - Roundabouts are more difficult for older citizens to negotiate
 - One resident would rather have longer delays versus the complexity of a roundabout
 - Will the curbs on the roundabout be mountable and/or damaged by semi-trucks?
 - Yes, the roundabout will contain curbs but will be designed for semi-truck use

- There are a lot of semi-trucks that travel through the intersection, will the semi-trucks be able to negotiate the roundabout?
 - Yes, the turning template takes into consideration of large trucks
- If the preferred alternative is implemented one person would recommend just a single lane roundabout for both roundabouts
 - Will not meet the needs of future growth – capacity issue
- How do pedestrians cross the roundabout?
 - They are user family and it is possible
- Will the school buses be able to negotiate the roundabouts
 - Yes, it will be part of the design template
- Public Involvement Videos
 - Existing Conditions
 - Everyone agreed that something needs to be done
 - Alternative 4 – Traffic Signal with Stop Control at Florence Heights
 - Performed poorly
 - Large amounts of backup
 - Alternative 3 – Double Roundabout
 - Flow traffic was the best
- Public Involvement Positives
 - Everyone agreed that the intersection needs to be upgraded, regardless of the preferred solution
 - There were no comments on the scoring criteria, rationale of the DCR, or anything mentioned regarding the DCR
 - A resident from Colorado said that while she and other residents didn't originally like roundabouts, after the installation the City/Town loved them – they were great
 - Solution should facilitate economic growth and development of the Downtown
 - Other municipalities love roundabouts and the economic growth that occurred
 - No long delays – help economic development
- Preferred Alternative – Alternative #3
 - Two Roundabouts
 - One main multi-lane roundabout and a single lane roundabout at Florence Heights
 - Florence Heights shifted further south to provide additional separation



Vice-Mayor Anderson stated that he prefers the intersection rather than having roundabouts. He agreed with Councilmember Hawkins' comments. He explained how the intersection could be moved west to accommodate the intersection.

Discussion occurred on the issues with having an intersection versus having roundabouts.

Mr. Billingsley stated that the Town was asked to review the DCR and ADOT would like the Town to approve it. It is not the full design of the intersection. The designer has not been selected yet; however, it does a quality job of analyzing the intersection, the travel demand, movement safety, etc. The consultant, with their team, has provided an analysis on four alternatives. The option preferred by Vice-Mayor Anderson and Councilmember Hawkins has been eliminated. This is not a Town study, and ultimately, ADOT will choose which improvement is provided.

Mr. Billingsley stated that Council requested that additional outreach be done. An additional public meeting was conducted as well as individual meetings with property owners. The next step following the Town adopting the DCR will be for ADOT to hire a consultant to complete final design where more finite answer and more outreach will occur.

Councilmember Wall inquired if Alternative 3 would not be eliminated.

Mr. Billingsley stated that ADOT's consultant stated that Alternative 3 is the preferred alternative. If Council were to accept the DCR and its results, it would accept the preferred alternative for the individual study.

Councilmember Wall inquired what the ramifications will be if Council does not approve the DCR at this time.

Mr. Billingsley stated that ADOT will then need to decide if they will move forward with the project or not, but the Town would be responsible to pay for the design. The Town agreed years ago that ADOT would pay for the DCR, design and environmental study of the project. The actual construction is the responsibility of the Town. The Town has gone through two different entities to receive a portion of the funding to offset the Town's cost for the project and has received approximately \$3.25 million in funding thus far.

Councilmember Wall stated that her biggest concerns are the following:

- Citizens' concerns with regards to the design
- Are the citizens are satisfied through the design process
- Council mitigates impact on those citizens.

Councilmember Wall understands that not everyone likes roundabouts and that they cannot make everyone happy. It is important that they make everyone happy in that they are making an effort to mitigate their individual concerns. She can support the DCR under those circumstances.

Councilmember Cordes stated that her concern is with the mechanic shop and changes that were made previously which have resulted in him having water issues on his property. She agrees with his concern and the ways to alleviate the water issues at his business. She is concerned about limiting access to someone's property. She wants to ensure that people have the same amount of entrances and exists as they did before any changes were made.

Councilmember Larsen is concerned about the driving distance to turn around to get into a business. She would like easy accessibility to other businesses or easy access to make short turn loops. She understands that an intersection is not feasible and that the Town has to work with ADOT.

Mr. Salas stated that drivers adapt to changes and find alternate ways to gain access to other locations.

Councilmember Hawkins reiterated his concerns, specifically with the ample room to move the project over so it does not encroach on other businesses.

Councilmember Cordes stated that there may be another alternative, and if so, inquired if the public would be notified.

Mr. Salas stated that it would not be another alternative, but a morphing of Alternative 3. He stated that if there were a significant change they would do public outreach.

Mr. Billingsley stated that the Town worked with ADOT on another project just south of this proposed project and this project was initially scheduled for a roundabout and ultimately ended being a T-intersection. He stated that something similar could happen with the project once the environmental study is completed.

Councilmember Hawkins inquired how many other engineers, aside from ADOT, have reviewed the DCR.

Mr. Salas stated that a private consultant team, Mr. Billingsley, and himself all reviewed the DCR.

Councilmember Hawkins inquired in Mr. Salas opinion, there is no way to connect Florence Heights with State Route 287.

Mr. Salas stated that the connection cannot be made because it does not meet the Aster Design Criteria or without involving private property.

On motion of Councilmember Cordes, seconded by Councilmember Larsen, and carried (Yes: 4: Wall, Larsen Cordes, Hughes; No: 2: Anderson, Hawkins) to accept the recommendations made by the Arizona Department of Transportation based on their DCR evaluation.

Ordinance No. 676-19:

Councilmember Wall read Ordinance No. 676-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2020.

Mr. Rey Sanchez, Finance Director, provided a presentation in which he outlined the following:

- Tax Levy Presentation
 - Arizona Revised Statutes §42-17107 requires that whenever there is a proposed primary property tax increase a Truth in Taxation hearing must be held.
 - The Council held a Public Hearing on July 1, 2019.
 - The recommended tax rate for Fiscal Year 2019/2020 is \$1.0738 per \$100 dollars of net assessed valuation.
 - The levy will collect \$1,166,611.
 - For homeowners, the combined primary tax levy from all taxing jurisdictions may not exceed 1% assessed evaluation.

PINAL COUNTY 2018 PROPERTY TAX STATEMENT ARIZONA

PARCEL NUMBER	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	SPECIAL DISTRICT \$ PER ACRE	2018 TAX SUMMARY	
211-XX-XXXXX	0151	11.8851	6.4514		PRIMARY PROPERTY TAX	1,647.39
					SECONDARY PROPERTY TAX	894.24
					SPECIAL DISTRICT TAX	0.00
					PRM/REDUCTION	(261.29)
					TOTAL TAX DUE FOR 2018	2,280.34

ASSESSMENT	VALUE IN DOLLARS	LEGAL CLASS	RATIO	EXEMPTIONS	NET ASSESSED
LIMITED	138,608	0301	.1000	0.00	13,861

SEE PAGE 2 FOR PAYMENT COUPON

SITUS ADDRESS	TAX AUTHORITY	LEVY	PURPOSE	TAX RATE	2017 TAX	2018 TAX	INCREASE / DECREASE	
XXXXXXXX XXXXX XX FLORENCE AZ 85132	2000	Pinal County	PRM		493.78	512.94	19.16	
	2000	Pinal County	PRM	Schl Resr	0.1294	17.08	17.94	0.86
PROPERTY DESCRIPTION LOT XXX ANTHEM AT MERRILL RANCH PHASE XX - UNIT CAB F - SLD 154 SEC 19-04S-09E AND SEC 24-04S-08E AS RE-PLATTED IN CAB G- 5&D	2010	School Equalization	PRM		64.34	65.72	1.38	
	4154	Town of Florence	PRM		149.78	153.30	3.52	
	7001	Florence USD #001	PRM		558.48	595.80	37.32	
	7001	Florence USD #001	SEC	"B" Bonds	1.3872	148.58	192.28	43.70
	8150	Pinal County Jr College	PRM		294.78	301.70	6.92	
	8150	Pinal County Jr College	SEC	Bonds	0.1857	40.90	25.74	-15.16
	11900	Fire Dist Assistance Tax	SEC		0.0643	8.50	8.90	0.40
REDUCTION RATE 1.8851	14613	Central AZ Water Conservation	SEC		18.48	19.42	0.94	
	14900	Pinal County Library	SEC		12.74	13.38	0.64	
Michael P. McCord Pinal County Treasurer PO Box 729 Florence, AZ 85132	15625	Pinal County Flood	SEC		22.34	23.48	1.14	
	15629	Magma Flood	SEC		71.18	149.48	78.30	
	18007	Town of Florence/Anthem at Merrill Ranch CFD #2	SEC		39.60	41.58	1.98	
	18007	Town of Florence/Anthem at Merrill Ranch CFD #2	SEC	Bonds	429.04	413.06	-15.98	
	30002	Cntrl AZ Vly Inst Tech(CAVIT)	SEC		6.60	6.92	0.32	
TOTALS					2,376.20	2,541.64	165.44	

BEGINNING 2015, TAX BILL DETAIL IS DISPLAYED AS GROSS TAXES BEFORE REDUCTIONS

211-XX-XXXXX THIS IS A CALENDAR YEAR TAX NOTICE THERE WILL BE A \$31.25 CHARGE FOR EACH RETURNED CHECK AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS.	MAKE CHECKS PAYABLE TO: Pinal County Treasurer PO Box 729 Florence, AZ 85132 PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.	PAYMENT INFORMATION Nov. 01, 2018 First half 2018 taxes due, delinquent after 5:00 PM. Dec. 31, 2018 Final day to pay 2018 current full year taxes without interest. May. 01, 2019 Second half 2018 taxes due, delinquent after 5:00 PM.
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SEE PAGE 2 FOR PAYMENT OPTIONS AND ADDRESS CHANGE INFORMATION

- Percentage of property tax
 - Florence 8.9%
 - Pinal County 31.9%
 - Florence Unified School District 39.2%
 - Central Arizona College 17.4%
 - Other 3.9%

- FY 19/20 Property Tax Rates

Jurisdiction	Primary Tax Rate	Secondary Tax Rate*	Total Property Tax Rate
Town of Florence	1.0740	0.0000	1.0740
City of Casa Grande	1.1244	0.2752	1.3996
City of Coolidge	1.8759	0.0000	1.8759
Town of Queen Creek	1.9500	0.0000	1.9500
City of Apache Junction*	0.0000	3.2500	3.2500
City of Eloy*	1.0867	2.4999	3.5866
City of Maricopa	4.7845	1.1220	5.9065

*Secondary Tax Rates include bond debts and taxes charged by fire districts for those jurisdictions that do not operate a fire department. They do NOT include tax rates charged by other entities, Boards, or other districts (e.g., Flood Control, Street Light Improvement, or Community Facilities Districts).

- Primary Property Tax - Historical Rate

FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
\$1.1182	\$1.1182	\$1.1345	\$1.1060	\$1.0738
Example: \$100,000 home equals \$107.38				

On motion of Councilmember Cordes, seconded by Councilmember Hughes, to adopt Ordinance No. 676-19.

Roll Call Vote:

- Councilmember Hughes: Yes
- Councilmember Cordes: Yes
- Councilmember Wall: Yes
- Councilmember Hawkins: Yes
- Councilmember Larsen: Yes
- Vice-Mayor Anderson: Yes

Motion Passed: Yes: 6; No: 0

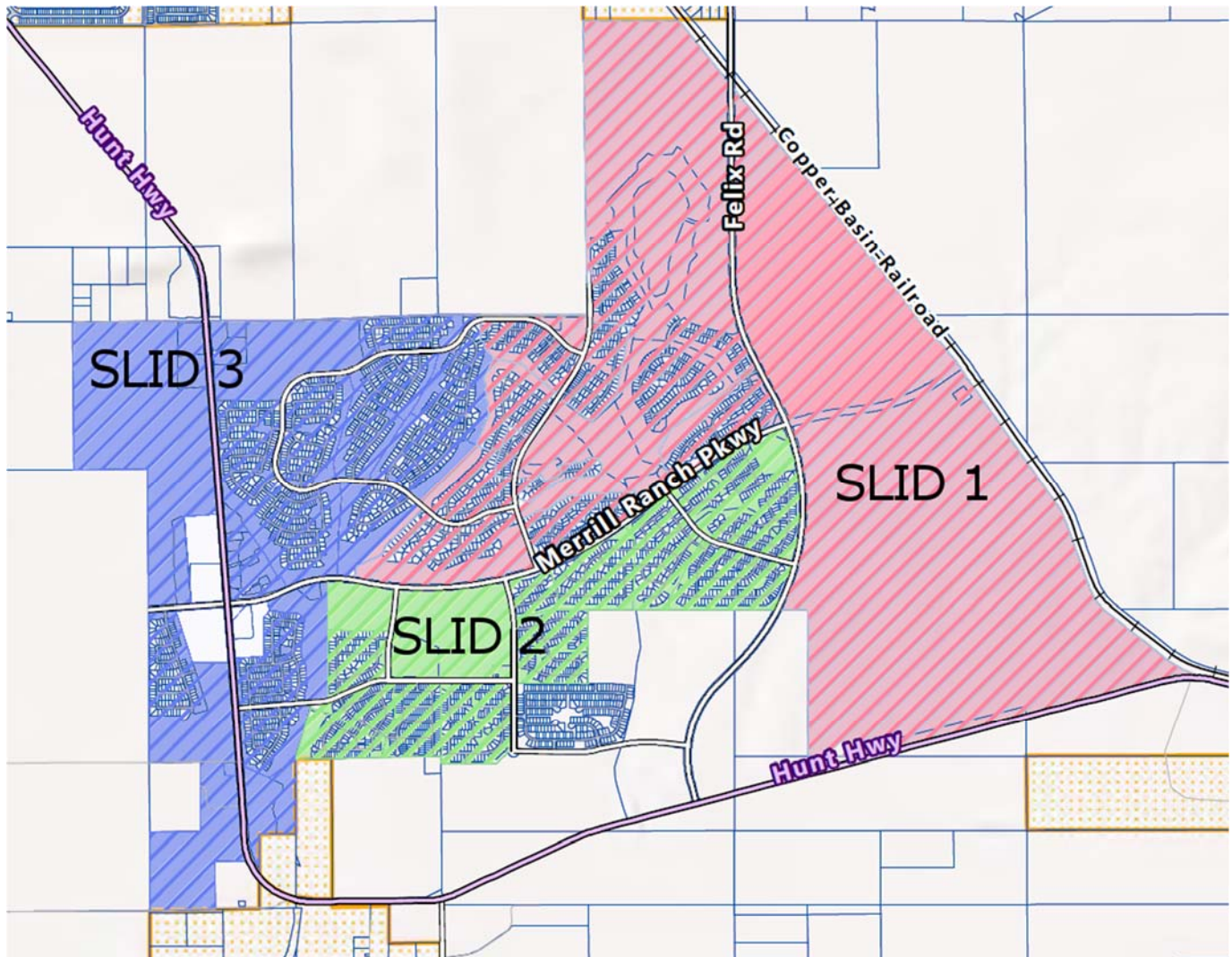
Ordinance No. 677-19

Councilmember Wall read Ordinance No. 677-19 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2, & 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONS FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2020.

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

- SLID Tax Levy Adoption
 - Arizona Revised Statutes §48-616 requires that the governing body make annual statements and estimates of expenses of the District that shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the property real and personal in the District.
 - The Town advertised the levy increase in the newspaper and Town website.
 - Council held a Public Hearing on July 1, 2019.



- SLID History
 - SLID Creation Dates
 - SLID 1 created by Resolution No. 965-05 on October 24, 2005
 - SLID 2 created by Resolution No. 985-06 on February 6, 2006
 - SLID 3 created by Resolution No. 1053-07 on April 16, 2007
 - SLID 1 and 2 have levied enough taxes between the creation years and 2012 to pay 2019/2020 electrical cost and maintenance fees. For these Districts, a levy has not been assessed since 2012.

- SLID 3 has not required a levy since 2012, but there are not enough funds to cover the projected expenses for Fiscal Year 2019/2020.

PINAL COUNTY						2011 PROPERTY TAX STATEMENT		ARIZONA	
PARCEL NUMBER	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	SPECIAL DISTRICT \$ PER ACRE	2011 TAX SUMMARY				
211-XX-XXXXX	0131	10.2210	9.6322		PRIMARY PROPERTY TAX		1,718.85		
					SECONDARY PROPERTY TAX		1,619.80		
ASSESSMENT	VALUE IN DOLLARS	LEGAL CLASS	RATIO	EXEMPTIONS	NET ASSESSED	SPECIAL DISTRICT TAX		0.00	
LIMITED	168,169	03	.1000	0.00	16,817	PRM/REDUCTION		(211.69)	
					TOTAL TAX DUE *		0.00		
* INCLUDES INTEREST & FEES ON 2011 DELINQUENT TAX									
SITUS ADDRESS	TAX AUTHORITY			LEVY	PURPOSE	TAX RATE	2010 TAX	2011 TAX	INCREASE / DECREASE
XXXX XXXXXXXX FLORENCE AZ 85132	2000	Pinal County		PRM		3.8582	660.20	648.82	-11.38
	2000	Pinal County		PRM	AZ Cst Sh	0.2784	51.38	0.00	-51.38
PROPERTY DESCRIPTION	2000	Pinal County		PRM	Schl Resr	0.1417	26.56	23.84	-2.72
LOT XX ANTHEM AT MERRILL RANCH UNIT X CAB G - SLD 044 SEC 18 4S-9E	2010	School Equalization		PRM		0.4259	65.78	71.62	5.84
	4154	Town of Florence		PRM		1.0413	173.90	175.12	1.22
	7001	Florence USD #001		PRM		3.1469	304.50	317.52	13.02
	7001	Florence USD #001		PRM	Adj Ways	0.0011	0.20	0.00	-0.20
REDUCTION RATE	7001	Florence USD #001		SEC	"B" Bonds	1.4471	251.96	243.36	-8.60
1.2588	7001	Florence USD #001		SEC	Override	2.7087	370.06	455.52	85.46
Michael P. McCord	8150	Pinal County Jr College		PRM		1.6070	271.28	270.24	-1.04
Pinal County Treasurer PO Box 729 Florence, AZ 85132	8150	Pinal County Jr College		SEC	Bonds	0.2459	21.30	41.36	20.06
	11900	Fire Dist Assistance Tax		SEC		0.0635	10.04	10.68	0.64
	13718	Town of Florence/Anthem at Merrill Ranch SLID #2		SEC		1.2000	221.46	201.80	-19.66
	14613	Central AZ Water Conservation		SEC		0.1000	18.44	16.82	-1.62
	14900	Pinal County Library		SEC		0.0970	17.90	16.30	-1.60
	15625	Pinal County Flood		SEC		0.1700	31.38	28.58	-2.80
	18006	Town of Florence/Anthem at Merrill Ranch CFD #1		SEC		0.3000	655.12	50.44	-604.68
	18006	Town of Florence/Anthem at Merrill Ranch CFD #1		SEC	Bonds	3.2500	0.00	546.54	546.54
	30002	Cntrl AZ Vly Inst Tech(CAVIT)		SEC		0.0500	9.24	8.40	-0.84
	TOTALS						3,160.70	3,126.96	-33.74
BEGINNING 2015, TAX BILL DETAIL IS DISPLAYED AS GROSS TAXES BEFORE REDUCTIONS									
211-XX-XXXXX	THIS IS A CALENDAR YEAR TAX NOTICE			MAKE CHECKS PAYABLE TO: Pinal County Treasurer PO Box 729 Florence, AZ 85132			PAYMENT INFORMATION		
							Nov. 01, 2011	First half 2011 taxes due, delinquent after 5:00 PM.	
							Dec. 31, 2011	Final day to pay 2011 current full year taxes without interest.	
							May. 01, 2012	Second half 2011 taxes due, delinquent after 5:00 PM.	
THERE WILL BE A \$31.25 CHARGE FOR EACH RETURNED CHECK AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS.				PLEASE INCLUDE YOUR PARCEL NUMBER ON YOUR CHECK.					
SEE PAGE 2 FOR PAYMENT OPTIONS AND ADDRESS CHANGE INFORMATION									

- SLID 3 Tax Levy
 - SLID 3 is the only District seeking a levy increase.

- SLID 3 recommended tax rate for Fiscal Year 2019/2020 is \$.1207 per \$100 dollars of net assessed valuation.
 - A \$100,000 home would pay \$12.07.
- The levy will collect \$22,000.

Vice-Mayor Anderson stated that the lights in the downtown area cost \$80,248 annually and the lights in the Anthem are cost \$87,841 annually. The difference is minimal; however, the SLIDs are required to pay for their own lights, while the lights in the downtown area are paid for out of HURF. He stated that all of the streetlights should be paid for from HURF funds.

Mr. Billingsley stated that the challenge is that the Town's development ordinances and the Town Code requires that all new development and subdivisions have SLIDs, which is what has occurred. Secondly, the development agreements require SLIDs, which are contracts, which are why the SLIDs exist in Anthem. The idea that the Town should not have SLIDs is folly by the Town Code and our contracts. Per the Development Code, this would be the same requirement for any new development to have SLIDs in place.

Mr. Billingsley stated if it is Council's desire, the Town could sponsor drives or efforts to enlist the public in the other parts of Florence to form new SLIDs. With regards to Anthem, it is to remain status quo.

Vice-Mayor Anderson stated that he is not suggesting that new SLIDs be formed, but rather that the Town come up with a way to charge streetlights fairly to all Florence residents. He stated that the streetlights can be paid for with HURF.

Councilmember Cordes stated that they pay a high amount in HOA fees to live in Anthem. She inquired why the streetlights are not included in the HOA fees as some of the other maintenance items.

Mr. Billingsley explained that the streetlights are not included as part of the HOA fee because the streetlights are not in the common area but rather on Town right-of-ways and Town property. The common areas are owned by the community and the lights in the common areas are paid for by the HOA.

Mr. Billingsley stated that the streetlights are improvements that are accepted by the Town, through the acceptance program, to accept and maintenance through perpetuity. This is a common practice throughout the State of Arizona as the development community needed a way to offset security concerns with lighting in neighborhoods. Municipalities would have denied the amount of lighting because it would be able to afford to pay for those electrical costs associated with those lights. A section was added to the Arizona Revised Statutes that speaks specifically to SLIDs, the requirements of SLIDs and how they can be used. They are a funding mechanism similar to CFDs.

Councilmember Larsen stated that she agrees with Vice-Mayor Anderson's comments. She inquired if there is any possibility to provide a percentage of funding from the Town to help offset the streetlight expense in the SLIDs so that it is fair to all residents (i.e. downtown area has four streetlights per street so that same percentage of payment would be applied to the Anthem area).

Mr. Billingsley stated that HURF funds are specifically used for roads. He stated that they can use HURF funds for streetlights because they are required on the poles adjacent to traffic signals for safety reasons. Streetlights are required on certain types of roadways, specifically in intersections of urbanized areas. Anthem has a lot more lighting and not only on intersections such as in the downtown area. You cannot do an apples-to-apples comparison because the service is not the same. The reason for the increase in cost in the downtown area is due to repair and replacement of aging infrastructure. HURF funds are utilized to run the Streets and Public Works Department. Any monies used to pay for the streetlights from the HURF fund will need to be replaced with General Fund monies.

Mr. Billingsley explained how the SLIDs work, how the funds are used to pay for the streetlights, and the reason for an increase in costs.

Vice-Mayor Anderson inquired if the Council has the ability to revoke the bids.

Mr. Clifford L. Mattice, Town Attorney, stated that he will need to research that possibility; however, there are development agreements that address SLIDs and the Town Code requires SLIDs. There would be other implications that would affect the Town's current long-term agreements and its obligations under the Town Code.

Mr. Billingsley stated that per A.R.S. § 48-616, there is the ability to revoke a SLID so long as the municipality is willing to absorb the total cost of the lighting and its maintenance in perpetuity; however, this does not address the contractual obligations with the landowners and the homeowners themselves as well as what is required under the Town Code.

Councilmember Larsen explained her reasons as to why she does not believe the fees are fair. She would like an analysis done as to what lights would be required and their associated costs and move that cost from the HURF fund to cover the deficit.

Mr. Billingsley stated that this amount has not been budgeted for. It is clear in the budget as to what the HURF funds are budgeted for this fiscal year. A budget amendment would need to be done. He is unclear if this is legal to do and contractually, what would need to be done.

Mr. Billingsley stated that there are also time constraints that need to be considered as these figures need to be forwarded to Pinal County, and there are on a strict timeline.

Councilmember Wall stated that there are definite deadlines that need to be met and she proposes that the Council move forward and research what can be done in the future. Otherwise, the Town is facing a \$22,000 electrical bill that has not been budgeted for.

Mr. Sanchez stated that there are time constraints in which to have this item approved as he has three days to submit the paperwork to Pinal County.

Councilmember Larsen inquired why staff is waiting so long to bring these requests before Council, specifically because they know when the timeline is.

Mr. Billingsley stated that tax rates are set the same by law every year as it relates to the budget, budget approvals and the budget process. The budget calendar went out in December 2018 and updates were provided in February and April 2019.

Mr. Billingsley stated that the Town has a typical budget process; everything was properly placed on the agendas and there were discussions and many meetings. Everyone knew the summation of this would be approval of a budget and setting of the tax rates. The Town does this at the same time every single year as does every other community. The dates for the public hearings and any other meetings were fully disclosed. There is nothing that is being done at the last minute.

Councilmember Larsen stated that she was on the Budget Committee and they did not discuss SLIDs, the possibility of dissolving the SLIDs or a possible increase.

Mr. Billingsley stated that the Town did not know about it at that time.

Councilmember Larsen stated that she does not agree with the Council having limited time to consider the SLID increase with such a short deadline. Council is not being provided ample time to consider other options and does not understand why Council needs to vote on it since they have no say and it appears that the decision has already been made.

Mr. Billingsley stated that the Council, as far back as 2005, made the decision to use SLIDs. The Town has contracts and development agreements as well as the Town Code that speak to this solution. The Town has gone forward using the CFDs and SLIDs every year. The SLIDs are analyzed what their ability is and what the costs are on an annual basis. They have not had to levy in the past because of the sizable amounts that were levied between 2005 and 2012. Staff first became aware of what the deficit was going to be last month when the valuations were completed. Staff presented this to Council at the July 1, 2019 Town Council meeting, which was also the first public hearing. This is the second public hearing. Staff has not withheld information nor failed to provide ample opportunity for discussion. Staff has followed the stated laws.

Vice-Mayor Anderson inquired if there is not a \$20,000 cushion in the \$40 million budget to pay for the SLIDs.

Mr. Billingsley stated that Council can make a decision to amend the budget and to move the funds how they see fit. The challenge is that the Town chose to utilize SLIDs and have contracts and ordinances to that effect. That is the way that staff has proceeded.

Vice-Mayor Anderson stated that they want to change that and are looking at the Town Manager as to how to change it.

Councilmember Cordes stated that the SLIDs are already in place and they do not want to add a SLID to the downtown area. She is concerned because those who first moved in paid the fees up front and now, they are having to pay again. She inquired why the newer residents are not being asked to pay for the fees. She is under the impression that the new-builds have not paid their share as of yet.

Mr. Billingsley explained that is how taxing works and is the cost of doing business. He explained how the rates were set when the SLID was first formed and taxed at the rate of \$1.20. The Town had never done a SLID before. After several years, it was determined that the Town was collecting too much and the then-Council decided to stop charging and spend the money down until a balance could be seen. They will now charge a rate that coincides with the expenses on an annual basis.

Councilmember Wall stated that eventually all three SLIDs will have a rate to cover the expenses.

Mr. Billingsley stated that staff will have much better data and will charge the appropriate rates to cover the expenses. The charge will be actual cost plus 10%. He stated that the Town will have two additional SLIDs (SLID 4 and SLID 5) that will come before the Council in the near future.

Mr. Clifford L. Mattice, Town Attorney, stated that Pulte has been working on the SLIDs and acquiring signatures. They need to have a certain percentage and number of signatures collected, which is what they have obtained.

Councilmember Larsen asked that an analysis be done of the streetlights within the SLIDs. She will continue to push for some type of equality with regards to SLIDs. She stated that is unfair that the HURF funds are used to pay for streetlights in the downtown area and not for the entire Town.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, to adopt Ordinance No. 677-19.

Roll Call Vote:

Councilmember Hughes: Yes

Councilmember Cordes: Yes

Councilmember Larsen: No

Councilmember Wall: Yes

Councilmember Hawkins: Yes

Vice-Mayor Anderson: No

Motion Passed: Yes: 4; No: 2

NEW BUSINESS

Resolution No. 1711-19:

Councilmember Wall read Resolution No. 1711-19 by title only.

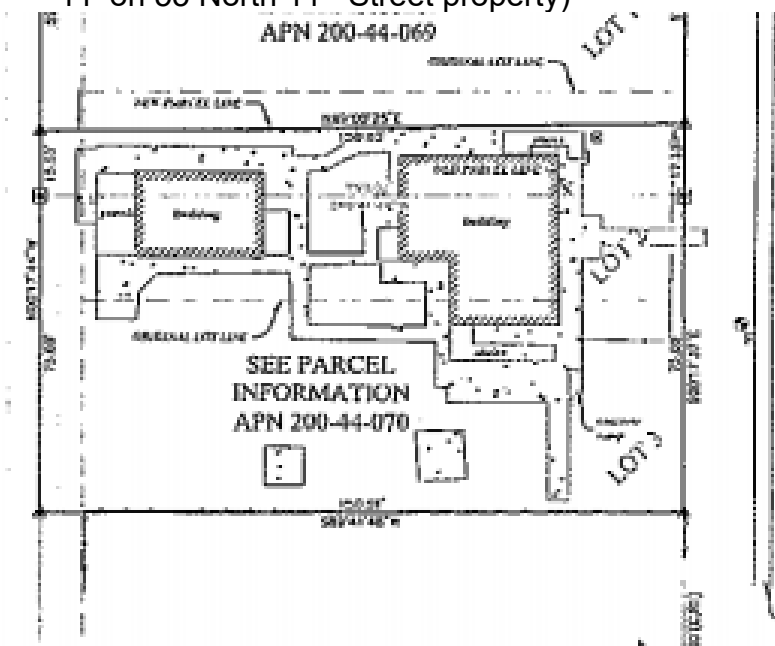
A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A TOWN CORE INCENTIVE DISTRICT PLAN REQUEST FOR PINAL COUNTY APN 200-44-0690 AND APN 200-44-0700 (CASE PZID-19-01).

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

- Properties
 - 155 West 11th Street; APN 200-44-0690
 - 110 North Willow Street; APN 200-44-0700



- Request
 - 55 West 11th Street
 - Reduction of lot width from 75' to 57.67'
 - Reduction of required front yard setback from 20' to 5' (this is the existing condition)
 - 110 North Willow Street
 - Reduction of the required side yard setback from 12' to 6' (currently sits approximately 11' on 55 North 11th Street property)



- Findings
 - The Town Core Infill Incentive Plan was lawfully adopted, and the District created under the rules and guidelines established by the State of Arizona.
 - The Town Core Infill Incentive Plan seeks to help remedy situations within the Infill Incentive District pertaining to: undeveloped lots; vacant structures; obsolete/inappropriate parcel configurations; and relatively lower investment activity.
 - The subject parcel is within the Infill Incentive District and the conditions and circumstances applicable to this parcel support this request.
 - This request supports The Town of Florence 2020 General Plan Housing Element Objectives to:
 - Promote proper maintenance of both private and public properties and educate and assist property owners whose properties do not meet existing standards; and
 - Encourage the redevelopment and/or substantial revitalization of existing residential areas.
 - The modifications noted are appropriate and will render both properties legal and marketable.
 - The Planning and Zoning Commission did condition that the application not be forwarded to the Town Council until it was brought into conformance for weed removal and general maintenance of the property.
- Recommendations
 - The Planning and Zoning Commission recommends to the Mayor and Town Council a favorable action for PZID-19-01, subject to any conditions deemed appropriate by the Town Council.

Councilmember Hughes thanked the Community Development Department for bringing this item forward for Council's consideration.

Councilmember Cordes inquired how the owner of the two-story building gained the title, specifically because of how the property lines were incorrect.

Mr. Harmer stated that he is unable to respond as the Town was not party to the sale or acquisition of either property.

Councilmember Hawkins stated that the issue is between the person purchasing the property and the financial institution.

Mr. Harmer stated that he was unable to find anything in the records of how the transaction occurred or when it was sold. He is unable to answer as property sales do not come before the Town. This type of situation is not uncommon for the downtown area.

Councilmember Cordes stated that the property owners may need to go back to the title company and ask how they were able to get a clear title when the property did not have a clear title.

Ms. Cindy Sills, Broker, Belva's Real Estate, stated that she represents the owner of 155 Willow. She stated that at one point, the properties were one property and was owned by the White family. The property was purchased by someone else and foreclosed. When they were foreclosed on by two different lenders, they became two different properties, and this is where the issue occurred.

She stated that sometimes when a property is sold or purchased, a survey is not done, and the issue will not appear until a survey is done.

On motion of Councilmember Hawkins, seconded by Councilmember Cordes, and carried (6-0) to adopt Resolution No. 1711-19.

MANAGER'S REPORT

Mr. Billingsley stated that the Town has a new rehab truck and range trailer. The Police and Fire Departments came up with solutions to provide resources that the Town could not afford. They repurposed an existing Town vehicle that was no longer being utilized, purchased a used range trailer and had ACI outfit the vehicle. This was done at a low cost and with the a limited budget.

Mr. Billingsley stated that Ben Bitter, Assistant to the Town Manager has been appointed as Chairman to the Digital Strategies Advisory Board for the International Cities and County Manager's Association. The Board influences members and perspective members with ICMA, through digital platforms such as ICMA.org and social media. The Board also helps to identify knowledge sharing needs, local government professionals and provides feedback on the current member experiences as well as ideas and future applications. Advisory Board Members serve ICMA and the digital committee by making active contributions in their areas of expertise and encouraging colleagues to do the same.

Mr. Billingsley stated that according to Arizona Big Media, Florence was rated as one of the five best places to retire in Arizona being rated as No. 3. He read a section of the article published, which stated:

"If small towns and low rents are your thing, Florence is an excellent place to hang your hat. Located in Pinal County, Florence is one of the oldest Town's in the state. It has more than 25 buildings on the National Register of Historic places, adding to its charm the quaint small town is surrounded by desert mountains and beautiful scenery. Median rent prices is approximately \$780 per month and whether you live in a historic building or an upscale community you will enjoy a large comfortable home and great weather."

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen is proud of Florence for being No. 3 on the list. She also thanked Mr. Billingsley for thinking outside of the box and for allowing the Police and Fire Departments to outfit the truck and trailer.

Councilmember Cordes congratulated Mr. Bitter on his appointment. She also thanked Mr. Chris Salas, Public Works Director, on his public meeting.

Councilmember Hughes thanked the Pinal County Board of Supervisors for approving their share of the CDBG funding for \$989,036 that will be awarded to upgrade water infrastructure in downtown Florence. She appreciates Pinal County's support.

Councilmember Hughes stated that part of the article that Mr. Billingsley read was a report on the analysis of impediments to the Fair Housing Choice Report. The report identified five major needs:

- Renovation and repair
 - Assistance for low income elderly residents and residents with disabilities
- Infrastructure improvements
 - Water and wastewater
- Affordable housing
- Housing services to the homeless
- Job training and employment support

Vice-Mayor Anderson thanked Councilmember Wall for her assistance in running the meeting. He also thanked the well wishes that he received. He is on his way to recovery and thanked everyone for their support.

Councilmember Wall thanked everyone for their support. She wished a Happy Birthday to Ms. Jennifer Evans. She also wished Councilmember Hughes a belated happy birthday as well.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Vice-Mayor Anderson, and carried (6-0) to adjourn the meeting at 8:19 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 July 15, 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 YOUTH COMMISSION REGULAR MEETING HELD ON THURSDAY, May 16, 2019 AT 6:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.

1. CALL TO ORDER

Chair Vasquez called the meeting to order at 6:01 P.M.

2. ROLL CALL

Present: Cara Roberts, Dolores "Lolita" Vasquez, Grace "Kadin" Diorio, Jayden McMillin

Absent: Hannah Earl

3. PLEDGE OF ALLEGIANCE

4. OLD BUSINESS

a. Discussion/Approval/Disapproval of nomination and election of Commission Vice-Chair.

Commissioner Diorio nominated herself as Commissioner Vice-Chair.

Nomination was seconded by Chair Vasquez.

Roll Call Vote for Diorio as Vice-Chair.

Vasquez: Yea

Roberts: Yea

Diorio: Yea

McMillin Yea

Diorio elected Vice-Chair, 4-0.

b. Discussion/Approval/Disapproval of Youth Commission Mission Statement.

Staff Liaison Nixon defined a mission statement as an explanation of what the commission is about and its purpose. And while the goals and by-laws for the Commission are already written, these will support the new chosen Mission Statement. Liaison Nixon also handed out sample Mission Statements from other youth commissions in Paso Robles, California, Greenfield Massachusetts, and Rochester-Olmsted County in Minnesota. Following comments about the sample statements, each commission member wrote their own suggestion and read them aloud. Liaison Nixon and Councilmember Larsen were impressed by all four and suggested that each member submit their statements to Liaison Nixon for him to organize and submit to the commission members for the next meeting in July. This will give the members time to review and be prepared to offer their suggestions for a final Mission Statement. Commissioner McMillin suggested leaving each mission statement anonymously. All agreed.

On a motion by Commissioner Roberts, seconded by Commissioner McMillin and carried 4-0 to table item 4b to the July 18, 2019 meeting.

c. Discussion of potential new Youth Programs, including a film festival and arts and culture programming with emphasis on specific programming, possible partners, dates and commission member responsibilities.

Liaison Nixon shared a discussion he had with Chair Vasquez, suggesting the commission narrow its focus and select specific items to discuss with the Mayor and Town Council. Councilmember Larsen suggested that if the commission can consider certain organizations to partner with, that would help determine their demographics. After a volley of discussion, the commission appeared to prefer the age group of 14 to 19-year olds as a target and create a film broken into categories to include mental health and peer pressure issues. Commissioner Diorio suggested offering an open mic to teens to discuss items of importance. She also suggested a timeline for the new school year. Commissioner McMillin suggested next summer (2020) as a target date for a type of film festival and to perhaps show the films at the high school during half-days. Chair Vasquez suggested partnering with Florence High School student council, and the film and TV class. Commissioner Roberts suggested involving the Florence Woman's Club. Councilmember Larsen suggested involvement with the Town's Arts and Culture Commission as well. Commissioner McMillin raised the possibility of seeking sponsors for the film project and partnering with other Pinal County Youth Commissions. Liaison Nixon offered to contact directors in Coolidge, Maricopa, Casa Grande and Eloy to gauge interest from those Youth Councils to work with our local commission.

d. Discussion of Youth Issues including Text-Talk-Act, vaping/smoking and bullying while considering creating Youth Commission apps (applications) for all three. Discussion to include potential guest speakers on said topics.

The purpose of creating an app(s) by the Youth Commission would be to provide a means for teens to discuss their issues and receive support. Commissioner McMillin suggested that perhaps commissioners could offer advice to teens with issues. Commissioner Roberts said they were not qualified to give advice but could offer support/understanding and recommend places to find help for those issues. She also suggested the app could be a location for the Youth Commission to promote and post its events. Snapchat is another option to promote the Youth Commission. Commissioner McMillin suggested that youth could use the app to report illegal activity such as underage drinking, smoking or vandalism. Councilmember Larsen suggested the Commission members determine what they wish to achieve with an app because that will be their platform to promote. Commissioner Roberts said that because many youth need assurance and support that someone is listening, perhaps posting a Youth Commission Quote of the Day, would be motivational. She also suggested that each commissioner create specific goals for what they wish to accomplish.

- e. Discussion/Approval/Disapproval to request a work session with Town Council on Monday, August 5, 2019 and determine which issues to present to Council.**

Liaison Nixon explained that this date was chosen to not only give the Commission time to determine which issues to discuss with Council, but also to allow the Town Council adequate time to review and approve the Town's new fiscal year budget. Chair Vasquez asked for clarification on the type of meeting. Councilmember Larsen said it will be a work session, so no formal presentation is needed. She said it's an informal setting and be prepared to discuss youth issues along with the Commission's ideas and possible solutions. Inform the Council but be prepared to ask for its feedback and possible action. Liaison Nixon suggested for the commissioners to consider how the Town Council can support their goals and cited the possibility of proclamations and ordinances as two examples. The commissioners agreed to consider the issues to discuss with Council and to be prepared to finalize those items at the July 18, 2019 meeting.

On a motion by Commissioner Roberts, seconded by Commissioner McMillin and carried 4-0 to request a work session with Town Council on Monday, August 5, 2019

5. NEW BUSINESS

- a. Jayden McMillin, former alternate member is now a regular Youth Commission member.**

Liaison Nixon formally introduced Commissioner McMillin as a regular Youth Commission Member. She was the former alternate. Commissioner McMillin thanked everyone for her presence on the commission. Liaison Nixon said he was impressed that Commissioner McMillin, while just the alternate, attended all the previous meetings although she was not required to attend.

- b. Discussion/Approval/Disapproval of the April 18, 2019 meeting minutes.**

On a motion by Commissioner McMillin, seconded by Commissioner Roberts and carried 4-0 to approve the April 18, 2019 Meeting minutes with the following corrections: under item 4b, May 4th should read May 16th; under item 5, Discussion/Approval/Disapproval of March 28, 2019 meeting minutes, delete the word Vice from Vice-Chair Vasquez; under item 5a, delete the words "which he endorsed" and under item 5c, delete the words "the high school" and replace with "Youth Empowerment Partners."

6. CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Youth 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.

Liaison Nixon presented an email from the State of Arizona with information about applying for the Governor's Youth Commission. All four commissioners requested a copy plus one for absent Commissioner Earl.

No other member of the public chose to speak.

7. CALL TO THE COMMISSION- CURRENT EVENTS ONLY

Chair Vasquez reviewed the email from the Governor's office and said the deadline to apply was the next day, May 17, 2019 at 5:00 p.m.

Commissioner Roberts was pleased to announce she would be seeing her father later in the month.

8. ADJOURNMENT

On a motion by Vice-Chair Diorio, seconded by Commissioner McMillin and carried 4-0 to adjourn the meeting at 7:28 p.m.

Approved:


Dolores "Lolita" Vasquez, Chair

MINUTES OF THE TOWN OF FLORENCE LIBRARY ADVISORY BOARD REGULAR MEETING HELD ON WEDNESDAY, JANUARY 16, 2019, AT 6:00 P.M., IN RUGGLES ROOM 1 OF THE FLORENCE COMMUNITY LIBRARY, LOCATED AT 778 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chair Kamian Harmon called the meeting to order at 6:00 pm.

2. ROLL CALL:

Present: Kamian Harmon, Sheree Berger, Talma Harmon, Sarah Estrada, Karen Wall, Jasper Halt

Absent: Eugene Horan

3. NEW BUSINESS

- a. MINUTES: Approval/Disapproval of the Minutes for the Meeting of October 17, 2018.**

Minutes were reviewed and discussed. On motion of Boardmember T. Harmon, seconded by Boardmember Berger, and carried (4-0) to approve the minutes for the Meeting of October 17, 2018.

- b. Discussion/Approval/Disapproval of Library Advisory Board Vacancy and Recruitment.**

Discussion by group about recruitment for the vacancy on the Library Advisory Board. All members agreed to reach out to qualified individuals to try to promote the Library Advisory Board position. No vote was taken.

4. ELECTION OF OFFICERS

Boardmember Talma Harmon stated that it seemed as if the group has just elected officers. Library Manager Jasper Halt confirmed that 2018's officer elections has been delayed due to difficulties in filling that year's board vacancy. Boardmember Talma Harmon moved to retain current officers: Kamian Harmon as Chair and Sheree Berger as Secretary. Boardmember Estrada seconded the motion, which carried (4-0) to retain K. Harmon as Chair and Boardmember Berger as Secretary for 2019.

- 5. NEXT MEETING: Wednesday, April 17, 2019, 6:00 pm**

6. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Public Comment on issues within the jurisdiction of the Library Advisory Board. Individual Board Members may respond to criticism made by those commenting, may ask staff to review a matter raised, or may ask that a matter be put on a future agenda.

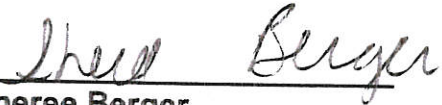
7. CALL TO THE BOARD – CURRENT EVENTS ONLY

8. ADJOURNMENT

On motion of Boardmember Estrada, seconded by Boardmember T. Harmon, and carried (4-0) to adjourn the meeting at 6:37 pm.



Kamian Harmon,
Library Advisory Board Chair



Sheree Berger,
Library Advisory Board Secretary

MINUTES OF THE TOWN OF FLORENCE LIBRARY ADVISORY BOARD REGULAR MEETING HELD ON WEDNESDAY, APRIL 17, 2019, AT 6:00 P.M., IN RUGGLES ROOM 2 OF THE FLORENCE COMMUNITY LIBRARY, LOCATED AT 778 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chair Kamian Harmon called the meeting to order at 6:00 pm.

2. ROLL CALL:

Present: Kamian Harmon, Sheree Berger, Talma Harmon, Sarah Estrada, Cydni Ambrosio, Karen Wall, Jasper Halt

Absent: None

3. MINUTES

a. Discussion/Approval/Disapproval of the January 16, 2019 minutes.

Minutes were reviewed, and no board member had any concerns over accuracy. On motion of Boardmember Estrada, seconded by Secretary Berger, and carried by a 5-0 vote, to approve the minutes for the meeting of January 16, 2019.

b. Discussion regarding signing of the July 19, 2017 minutes.

Library Manager Jasper Halt noted that this was a housekeeping item, as these minutes had been unanimously approved by the board at the April 18, 2018 meeting but no signed copy of this set of minutes was currently held by Town Hall. No board member expressed any concern over signing these. Chair K. Harmon and Secretary Berger signed the July 19, 2017 minutes.

4. NEW BUSINESS

a. WELCOME OF NEW MEMBER

A welcome and introduction to Cydni Ambrosio, the newest member of the Library Advisory Board.

Boardmember Cydni Ambrosio introduced herself to the board. Board members then took turns introducing themselves.

5. LIBRARY MANAGER'S REPORT

Florence Community Library Library Manager's Report: Apr. 17, 2019

Statistics:

January – March 2019

Items Circulated 2019: 44,150
Library Cards Issued 2019: 372
Computer Sessions 2019: 2,836
WiFi Sessions 2019: 7,310

January – March 2018

Items Circulated 2018: 38,529
Library Cards Issued 2018: 336
Computer Sessions 2018: 3,264
WiFi Sessions 2018: 6,547

WiFi Usage

7,310 separate WiFi sessions were logged from January – March 2019 at the Florence Community Library. This represents a more than 10% rise in WiFi usage versus the same period last year, and puts our WiFi usage at the highest of all Pinal County Library District WiFi sites. That does not include Apache Junction or Casa Grande, which pay for their own WiFi – but of sites whose WiFi is directly paid by the County Library District, Florence's is currently the most used by a healthy margin.

Boards & Commissions Appreciation Dinner

The annual Boards & Commissions Appreciation Dinner will be held Tuesday, April 23 at 6:00 pm. All members of Town of Florence Boards and Commissions are invited to attend. If you would like to attend, please RSVP with Scott Barber of Town of Florence Human Resources.

Bookmark Awards Ceremony

The Florence Community Library celebrated National Library Week with its 22nd Annual Bookmark Design Contest, which ran from January 14 to March 1. This year's theme was **Libraries = Strong Communities**. More than 800 entries were accepted from kindergarten through 12th graders currently attending or homeschooling in the Florence Unified School District. Winners were announced at the Bookmark Awards Ceremony, held at the Library and Community Center on Wednesday, April 10. The overall winner's bookmark, included here, was from 10th grader Elizabeth Menjivar.

Girls Who Code

The Florence Community Library is joining **Girls Who Code!** **Girls Who Code** is a nationwide nonprofit foundation focused on encouraging girls grades K – 12 to become involved in STEM fields. They provide books, curriculum materials, and opportunities for field trips, grants, and STEM scholarships, dependent on number of members who sign up.

Our Code Club will rebrand itself as **Girls Who Code** effective May 30, 2019. We will implement the foundation's curriculum, and utilize their webinars as part of the program.

The Code Club's start time will move to 3:45 pm, to allow time for residents of anthem and unincorporated Florence some additional time to make it to the program.

Summer Reading Program

The Florence Community Library's 2019 Summer Reading Program, themed "A Universe of Stories," will begin May 28 and run through July 5. To tie in with the theme, most of our programming will deal with science. Highlights include: **Fantastic Fire Department**, an interactive program in which kids will act as Junior Firefighters; a **Reptile Show**, showing off various reptiles; and **Mark Carter Science: Spinning in Total Control**, utilizing a variety of kid-friendly activities to demonstrate the gravitational forces that hold the moon in orbit around Earth! Also featured will be the third annual Florence Library ComiCon, with confirmed guests including The Disney Princesses, the Umbrella Corporation, and The Kingdom of Umbria, a group that gives interactive educational talks about medieval times. This year's ComiCon will also include the event's first-ever vendor: Harley's Toys and Comics, of Tucson.

Upcoming Activities/Events

Thursday, April 18, 3:30 pm: 'Tween Code Club

Saturday, April 20, 1:00 pm: April Library Movie

Tuesday, April 21, 10:30 am: Family Storytime

Thursday, April 25, 10:30 am: Poem in Your Pocket Day program

Thursday, April 25, 3:30 pm: 'Tween Code Club

Tuesday, April 30, 10:30 am: Family Storytime

Tuesday, April 30, 3:30 pm: *El Dia de Los Niños*

Tuesday, April 30, 6:00 pm: "Color Me Puzzled" Adult Coloring

Saturday, May 11, 1:00 pm: May Library Movie

May 28 – July 5: Summer Reading Program

Mondays, 2:00 pm: Bricks 'n' Blocks

Tuesdays, 10:30 am: Family Storytime

Tuesdays, 2:00 pm: Teen Tuesday

Wednesdays, 2:00 pm: Full STEAM Ahead!

Thursdays, 2:00 pm: Crafty Universe

Thursdays, 3:45 pm: Girls Who Code

Fridays, 2:00 pm: Family Flick

Saturday, June 1, 11:00 am: Summer Reading Kickoff – Fantastic Fire Department!

Friday, June 7, 3:00 pm: "Junk Lady" Adult Craft

Saturday, June 8, 1:00 pm: June Library Movie

Saturday, June 15, 1:00 pm: Reptile Show

Saturday, June 22, Noon – 4:00 pm: 3rd Annual Florence Library ComiCon

Saturday, June 29, 11:00 am: Mark Carter Science – Gravity – **Spinning in Total Control**

Saturday, July 13: July Library Movie

6. NEXT MEETING: Wednesday, July 17, 6:00 pm

7. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Public Comment on issues within the jurisdiction of the Library Advisory Board. Individual Board Members may respond to criticism made by those commenting, may ask staff to review a matter raised, or may ask that a matter be put on a future agenda. However, members of the Board 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.

No members of the public were in attendance.

8. CALL TO THE BOARD – CURRENT EVENTS ONLY

Boardmember Cydni Ambrosio expressed interest in creative writing programs for students. Boardmember Sarah Estrada expressed her appreciation of the “Color Me Puzzled” Adult Coloring program, and regretted that she would be unable to attend the final session of that program. Secretary Sheree Berger expressed interest in continuing the book club in the summer, though stated she would speak with the other members of the book club before requesting a reservation.

9. ADJOURNMENT

On motion of Secretary Berger, seconded by Boardmember Estrada, and carried by a 5-0 vote to adjourn the meeting at 6:40 pm.



Kamian Harmon,
Library Advisory Board Chair



Sheree Berger,
Library Advisory Board Secretary

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

**MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, APRIL 25, 2019
AT 6:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET,
FLORENCE, AZ.**

1. CALL TO ORDER

Chairman Smith called the meeting to order at 6:00 P.M.

2. ROLL CALL:

Present: Andrea Hild, Tom Smith, Doug Stinson, Donald Woolridge

Absent: Kelly Williams

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS

a. Welcome and introduce new Board member Andrea Hild.

Chair Tom Smith welcomed new Board member Andrea Hild to the Parks and Recreation Advisory Board.

Board member Andre Hild introduced herself to the Board and Public present.

b. Discussion/Approval/Disapproval of Minutes from the January 31, 2019 Special Meeting.

On motion by Vice-Chair Doug Stinson, seconded by Board member Donald Woolridge, and carried (4-0) to approve the Minutes from the January 31, 2019 Special Meeting, with one correction.

c. Update on the Parks and Recreation Comprehensive Plan.

Community Services Director, Bryan Hughes, updated the Board on the Parks and Recreation Comprehensive Plan. Liaison Hughes stated that 3,500 Community Surveys that are specifically coded to certain households to track demographics were mailed out and 386 surveys were completed and returned. The open link survey, which is available for the Public, is now open and was advertised on both social media and the newspaper. Liaison Hughes anticipates meeting with the Consultants at the end of May or early June to review survey results.

d. Update on the Active Transportation Plan.

Liaison Hughes stated that he along with other Town Staff met with Michael Baker International and Kevin Kugler. Due to low response from surveys, Planning & Zoning Chair Gary Pranzo requested to have the survey re-opened to gather more feedback from the Public. Liaison Hughes stated that the Town will have to adopt a plan by end of June because this is a grant funded Plan that is available through the Maricopa Associate of Governments and their requirement is to have this plan done by June 30, 2019.

e. Update on the Florence Veterans Memorial – Naming of Plaza.

Liaison Hughes stated that Vice Mayor John Anderson is working together with the Florence Veterans Memorial Committee with the goal to complete the project by Memorial Day. Liaison Hughes is currently working in finding a Contractor to help with the pavers out in the Plaza where the Memorial is set to be placed. Liaison Hughes stated that the Plaza had won an award after it's completion from a Landscaping Association, so he doesn't want to mess it up. Liaison Hughes contacted the Company that did the pavers but unfortunately, they are currently working on other projects and will not be able to meet the deadline. Liaison Hughes mentioned that he also reached out to Low Mountain, which was the General Contractor on the whole project, for solutions.

Liaison Hughes hopes to have the project completed by Memorial Day but has a backup date of Flag Day for the Dedication.

Liaison Hughes stated as far as the naming of the Plaza, he is thinking of naming it "Florence Veterans Memorial Plaza". Liaison Hughes asked the Board to ask around for Public feedback on the naming of the Plaza, so it may be put on a future agenda to be further discussed or approved on.

f. Update on Poston Butte Expansion Project – Land Acquisition from Bureau of Land Management (BLM).

Liaison Hughes stated he met with Representatives of the Bureau of Land Management (BLM) on continuing to acquire the two additional parcels next to Poston Butte also known as "F" Mountain. Liaison Hughes stated that back in 1964, BLM had given the Pinal Historical Society a Patent, which is essentially a restricted deed that must be used for Recreation or Public Services Act, which included 160 acres for free. That patent was transferred to the Town of Florence back in 2006. Liaison Hughes is hoping to acquire 78 acres on the west and 120+ on the east side of Poston Butte. Liaison Hughes stated he submitted a 30% design and recently met with BLM and there were Cultural Artifacts out by the Gila River that may impact the plan design of existing trails and proposed trails. Liaison Hughes stated that once the paperwork is reviewed BLM will then present it to the State Historic Preservation Office (SHPO) for approval. If approved the BLM will sign a cost Lease with the Town for 25 years. If the Town develops the property within the 25 years, the Town can apply for the patent.

g. Discussion of formally adopting Poston Butte park/facility name.

Liaison Hughes presented a memo of names Poston Butte is known by, the "F" Mountain nickname was first mentioned in a newspaper clip in 1926. Liaison Hughes suggested adding the word Preserve to the name once it is decided. Liaison Hughes asked the Board to get feedback from the Public before the Board makes a formal recommendation.

Chair Tom Smith mentioned that Poston Butte was originally named Primrose Hill, but the name was changed when Charles Poston was buried up there.

Liaison Hughes mentioned he would like to have this project completed by 2025 to celebrate the 100 years of Charles Poston being interred back in 1925.

h. FY20 Budget Update.

Liaison Hughes reviewing the proposed budget and approximately 4% increase overall to Community Services largely due to increase of minimum wage. Roughly 57% increase over four years just for part time, which is made up of Aquatic Center, Community Center, Recreation and Senior Center.

Liaison Hughes stated he requested additional \$7,500 for mailed activity guides, which has increased our revenue. Another addition was \$7,000 for gopher control at Town Parks.

Liaison Hughes mentioned \$13,000 from the Recreation budget was being shifted from Contract Staff to regular Part-time Staff for the Florence Teen Council. Kim "Koko" Hunter will still be under contract, but his schedule isn't quite the same as the first three years we worked with him.

Council \$75,000 for new events Music Festival, Art Festival 5k or 10k Run. Maybe Contract out with a Promoter. \$7,000 increase for the Senior Center for the Give-a-Lift Program, 50% of that program is paid by the Arizona Department of Transportation (ADOT).

Liaison Hughes updated the Board on Capital improvement Projects. The Parks and Recreation Comprehensive Plan is wrapping up. There is \$195,000 budgeted for Poston Butte Open Space and Trails development for design work, in addition we also have \$150,000 available for the planning of a Multi-Gen Center if need be. Liaison Hughes would like to replace the wooden planters on Main Street with concrete planters. And Lastly, Liaison Hughes stated there is \$18,000 allocated to replace equipment that has outlived its useful life and anticipates purchasing two new John Deere Gators and a lawn mower.

5. STAFF REPORTS

a. Recreation Programming (John Nixon)

Liaison Hughes updated the Board on Recreation programming. Liaison Hughes informed the Board that there were 853 visitors for this year's 34th annual Home Tour, the Teen Leadership Symposium had 45 attendees. Liaison Hughes stated that the Community Services Department helped coordinate together with the American Legion and the Greater Florence Chamber of Commerce on the 75th Anniversary of the signing

of the G.I. Bill Parade. Our 5th Annual Road to Country Thunder, Police Dept. estimates 3,500 people attended the event. There were about 1,500 people attend the Easter Eggstravaganza which had about 12,000 eggs and Pinal County had a Resource Fair at the event also the Posse sold pancake breakfast.

The Town was awarded the Tree City U.S.A. certification for the 13th year in a row.

b. Senior Center (Tonya Jaquette)

Staff Liaison, Recreation Coordinator, Tonya Jaquette, updated the Board on Senior Center events, programming and trips. Liaison Jaquette stated that the Senior Center had partnered with the Florence Teen Council (FTC) to put on different events for the Seniors. Liaison Jaquette stated that the Give-a-Lift Program is doing great with daily requests for rides to Doctor appointments. Partnering with the Fitness Center for a 60-day free challenge to get the Seniors to use the Facility more. Partnering with the American Legion to provide a special Memorial Day event, meet on the first Monday in May to start planning the event. Applied for an AARP grant to remodel the pool room at the Senior Center and making it a multi-functional room.

Chair Smith commended Tonya Jaquette on a job well done to her and all the Staff at the Senior Center.

c. Parks Maintenance (Bryan Hughes)

Liaison Hughes updated the Board on a claim for damaged canopy covers from a wind storm.

d. Arts and Culture Commission (Bryan Hughes)

Liaison Hughes updated the Board on the Main Street Mural which is completed. Liaison Hughes informed the Board of all the different programming being put on by the Arts and Culture Commission.

6. CALL TO THE PUBLIC/BOARD RESPONSE

CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO CRITICISM MADE BY THOSE COMMENTING, MAY ASK STAFF TO REVIEW A MATTER RAISED OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS SHALL NOT DISCUSS OR TAKE ACTION ON ANY MATTER DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

7. CALL TO THE BOARD – CURRENT EVENTS ONLY

Board member Woolridge commended Community Services Director and Staff Liaison, Bryan Hughes for his Leadership and job well done for the Community. Board member Woolridge went on to commend all the Community Services Department Staff for always being so helpful.

Vice-Chair Doug Stinson thanked the Town for the Appreciation dinner that was put on for all the Boards and Commissions.

Vice-Chair Stinson mentioned that Keith Rea from the 10th & Main Band formed a small Committee and are talking about putting on a two-day music festival sometime in March. Vice-Chair Stinson described the proposed music festival as a Pre pre-Country-Thunder event that will include local bands and may expect about 2,500-3,000 attendees.

Council Liaison, Judy Hughes asked Vice-Chair Stinson where this event was going to take place.

Vice-Chair Stinson said that they may be thinking of hosting this event at the Charles Whitlow Rodeo Grounds because they may also want to allow camping. Vice-Chair Stinson also mentioned that the event hosts will be charging an entrance fee to try and make their money back.

8. ADJOURNMENT

On motion by Board member Woolridge, seconded by Board member Hild, and carried (4-0) to adjourn the meeting at 6:55 P.M.

Approved:


Tom Smith, Board Chair

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION**

REGULAR MEETING MINUTES

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE
REGULAR MEETING HELD ON THURSDAY, JUNE 6, 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	Present
Commissioner Smidt	Present
Commissioner Simmonds	Absent
Commissioner Proulx	Absent

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meetings conducted on March 7, 2019 and May 16, 2019.

On motion by Commissioner Smidt, seconded by Vice-Chair Frost, and carried by a 3-0 vote, to approve with changes the March 7, 2019 and May 16, 2019.

5. NEW BUSINESS

- A. PZID-19-01** A request by the Cindy Sills, representing the property owner, to utilize the Town Core Infill Incentive Plan to approve limited deviations from development standards on property located at 155 West 11th Street, Pinal County Assessor Parcel Number 200-44-069. The Planning and Zoning Commission may recommend Approval/Approval with Conditions/Denial of the request.

Community Development Director Larry Harmer summarized the Core Infill Incentive District. He stated that the properties at 155 West 11th Street and 110 Willow Street sit side by side, but the property line for 155 West 11th Street overlaps into the building at 110 Willow Street by at least eight feet. The proposal is to shift the property line, the owner at 155 West 11th Street would deed over and combine the land to 110 Willow Street.

110 Willow Street has been for sale, but one of the major issues is the property line overlap. With the new property line, 155 West 11th would have a reduced lot width from 75 ft. to 57.67 ft. based on a survey. Mr. Harmer said this is an opportune time to make the parcel a conforming property for future additions by reducing the front yard setback and parcel size. The 110 Willow property

will be on its own property with the new property line, but Staff asked for a reduced six-foot side setback for the building instead of the full twelve-foot setback. This means the owner would need fire protection along the stairwell for that side if the stairwell is kept.

Mr. Harmer showed an image of the properties with the new property lines. He summarized the proposal and explained the next step with the Council. Commissioner Smidt asked about the building on the west side of the lot at 110 Willow Street. Mr. Harmer said the building was a cottage and would be in conformance with the new property line. Commissioner Smidt asked if the new property line will be where the existing fence line is between the properties. Mr. Harmer said yes, and a representative of the property was there for questions.

Vice-Chair Frost stated that this was not the only place with this issue. He asked if Staff was going to do a sweeping fix or continue going case by case. Mr. Harmer said the task would take a lot of research to find each parcel and complete an inventory. He said it was possible, but Staff could not currently address the issue, but a summer intern may help search and make a list of properties. Vice-Chair Frost asked if this was eligible for CBG. Mr. Harmer said no.

Chairman Pranzo asked if SCT Investment Property wanted the property line moved and if they had any present representatives. Mr. Harmer said no because they were out of Town. He said Staff got correspondence that they were in full support, and the applicant can speak on their behalf. Chairman Pranzo stated the building at 110 Willow Street had architectural significance and what concerned him was the condition of the property. He explained the land was overgrown, full of garbage, and takes away value from the surrounding properties. He stated the owner of the property at 110 Willow Street needs to take responsibility for their property's condition.

On motion by Chairman Pranzo, amended by Commissioner Smidt, seconded by Vice-Chair Frost and carried by a 3-0 vote, to recommend approval to case PZID-19-01 with the condition that the property 110 N. Willow be void of trash, garbage, weeds, etc. and brought into compliance with the Town's property maintenance requirements before presented to Town Council.

6. PRESENTATIONS

A. FUTURE AGENDA ITEMS/INFORMATION ONLY

7. Staff will inform the Commission of upcoming agenda items.

Mr. Harmer said the next meeting will be on June 20th and there will be two cases. One will be for a rezoning for property that fronts on 79B and south of the intersection. The second case is an item from Caliente Del Sol that has been formalized and coming for recommendation.

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.

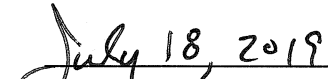
8. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

9. ADJOURNMENT

On motion by Commissioner Smidt, seconded by Vice-Chair Frost, and carried by a 3-0 vote, to adjourn the meeting at 6:18 pm.



Gary Pranzo, Chairman



Date

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION**

REGULAR MEETING MINUTES

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE
REGULAR MEETING HELD ON THURSDAY, JUNE 20, 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	Present
Commissioner Smidt	Absent
Commissioner Simmonds	Present
Commissioner Proulx	Present

3. PLEDGE OF ALLEGIANCE

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meetings
conducted on June 6, 2019.**

**On motion by Chairman Pranzo, seconded by Commissioner Proulx, and carried by a 4-0
vote, to table the regular meeting minutes from June 6, 2019 until the changes in the
motion have been included.**

5. PUBLIC HEARINGS

- A. PLZ-19-19:** Sandie Young, Maree Young and Sallie Means request approval of a re-zoning for property located in Florence, Arizona. They are represented by Real Estate Agent Allen Briggs. The item requested for this rezoning is as follows: A Rezoning of Assessor Parcel Number 202-04-0530 from a Single Family Residential (R1-6) classification to a Downtown and Highway Business zoning (B-2). The Planning and Zoning Commission may recommend Approval/Approval with Conditions/Denial of the request.

Town Planner Maricella Benitez gave a PowerPoint and discussed the request for a rezoning at Parcel Number 202-04-0530. She stated Mr. Allen Briggs from Briggs Real Estate was in the audience to represent the landowners and answer questions. Chairman Pranzo asked why the property owners wished for a B-2 zoning instead of B-1. Mr. Allen Briggs explained the owners wish to get the best use out of the property. Chairman Pranzo asked what kind of use they were looking at. Mr. Briggs said they did not intend to develop the property themselves, but they wanted a more attractive zoning. Chairman Pranzo opened and closed the Public Hearing.

On motion by Vice-Chair Frost, seconded by Commissioner Simmonds, and carried by a 4-0 vote, to recommend approval of PLZ-19-19 to the Town Council.

- B. PZ-19-17:** Caliente Del Sol Units I, II, III, and IV has requested a modification to §150-068 setbacks and age restrictions of park model units specific to Caliente Del Sol Units I, II, III, and IV in an effort to accommodate upgrades to individual parcels and the recreational vehicle park. The Planning and Zoning Commission may recommend Approval/Approval with Conditions/Denial of the request.

Community Development Director Larry Harmer discussed the history of Caliente and the problems that arose from previous and current setback requirements. He presented the three recommended amendments to best mitigate the conflicts. Staff included drawings of possible placements with the new setbacks for new and replacement units. Several representatives from Caliente were in attendance.

Chairman Pranzo asked about the rest of the language in §150-068. Mr. Harmer stated that he has drafted a separate ordinance pertaining to Caliente Del Sol only. Anyone developing an RV Park still has to follow the requirements in §150-068. Commissioner Proulx asked if Southwest Gas was the current gas provider for Caliente. Staff stated Caliente currently uses propane tanks. Chairman Pranzo asked if propane tanks were to be eliminated. Mr. Harmer said anything new or replacement must be electric. Chairman Pranzo asked about existing units. Mr. Harmer said they can stay but are encouraged to change. One representative stated the use of gas from Southwest is limited to the front office, the club house, and barbeque areas.

Chairman Pranzo stated that he thought the Fire Department was phasing out propane tanks in current units. One representative said they are working with Fire to find grant money to help pay for the switch from propane to electric. However, any new unit or new replacement unit must be electric. Chairman Pranzo asked if this will be written up in the new ordinance and asked if it needs to come before the Commission. Mr. Harmer stated the document as seen is the ordinance, but the formal ordinance will be written by the Attorney. He asked if Caliente's HOA will be part of the approval. Hr. Harmer agreed.

Mr. Bruce Long, 204 East Cholla, said his concern is for no allowance of propane. He stated temporary RV's will have propane tanks. Chairman Pranzo asked for the wordsmithing to be hammered out before a final reading and Staff and representatives agreed. Vice-Chair Frost asked about the replacement of ancillary units. Mr. Harmer said once an ancillary unit is removed, it must conform with new setback requirements. Vice-Chair Frost asked if an electrician has determined if lines will handle the new electric load. Mr. Harmer stated that Staff and local utilities inspect the electrical load. Council Liaison Anderson expressed his appreciation toward everyone for their cooperation. Mr. Harmer recognized James Allen for his instrumental work in the matter.

On motion by Vice-Chair Frost, seconded by Commissioner Proulx and carried by a 4-0 vote, to recommend approval with conditions of PZ-19-17 to the Town Council.

6. PRESENTATIONS

A. Future Agenda Items/Information Only

Mr. Harmer stated there will not be a meeting on the Fourth of July and the next meeting will be on the 18th of July. One item will be a public hearing and action for Florence Gardens. The item will deal with fence heights and golf ball fences.

7. CALL TO THE PUBLIC/COMMISSION RESPONSE:

8. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

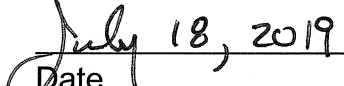
Vice-Chair Frost asked about the comments on Module One for the Code update. Mr. Harmer said the update has been postponed. Vice-Chair Frost asked for an update on the Anthem Hospital. Mr. Harmer said the owners are waiting on their licensing from the State, but they still plan to move forward and open soon.

9. ADJOURNMENT


On motion by Commissioner Simmonds, seconded by Commissioner Proulx, and carried by a 4-0 vote, to adjourn the meeting at 6:36 pm.



Gary Pranzo, Chairman



Date

	<h2 style="margin: 0;">TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3 style="margin: 0;"><u>AGENDA ITEM</u> 8a.</h3>
<p>MEETING DATE: August 19, 2019</p> <p>DEPARTMENT: Community Development</p> <p>STAFF PRESENTER: Larry C. Harmer, Community Development Director</p> <p>SUBJECT: Ordinance No. 682-19 Florence Gardens Wall and Fence Height Overlay PZ-19-1</p>		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
<p>STRATEGIC PLAN REFERENCE:</p> <p> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None </p>		

RECOMMENDED MOTION/ACTION:

Second reading and Discussion/Approval/Disapproval of Ordinance No. 682-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AN OVERLAY FOR FLORENCE GARDENS UNITS A, B, C, D, E, AND F.

OVERVIEW AND ANALYSIS:

Community Development staff has been working with the Florence Gardens Manufactured Home Association (FGMHA) regarding a request to increase the front yard fence height from three feet to four feet and to allow up to 18 foot height for golf course screen/protection fences to protect property from golf balls from the Three Parks Fairways golf course. The overlay would apply to Units A-F. The complete draft overlay is attached to this staff report.

Over many years, several residents in Florence Gardens have erected front yard fences in the required front yard that exceed the allowable three-foot height in the Town of Florence Development Code. The primary reason has been to allow a larger roaming area for family pets. The FGMHA regulations mirror the Town code. Staff was contacted by the Park Manager to discuss the possibility of amending the Code. We met with the manager and later with the FGMHA Board of Directors and agreed that a zoning overlay would be the best solution and, if approved, would allow the FGMHA to amend their standards to accommodate the change without jeopardizing the intent of the Development Code for any future manufactured home development.

Errant golf-ball protection screening has also been installed by many residents that border the Three Parks Fairways golf course. These, too, were constructed without permits or any structural review.

Staff has drafted overlay language to accommodate the request that has been reviewed by FGHMA. Their Board formally approved the overlay earlier this year. Excerpts from the draft that addresses the specifics of fence height are:

- The maximum height of any fence in a required front yard shall be four feet, with no greater than two feet being opaque. The fence may be constructed of non-slatted chain link, split rail, wrought iron, or pickets. Natural or synthetic materials may be used. In rear and side yards, the maximum height shall be four feet. If chain link is used for the front, side and rear property lines, slats are not permitted.
- The maximum height of a golf course screen fence for an interior side yard or rear yard is eighteen feet (18') and may be constructed of chain link or nursery screen material. If chain link is used, slats are not permitted. A Building Permit must be obtained from the Town of Florence prior to installation. A Building Permit application must be accompanied by appropriate engineering documentation.

Additional criteria can be found in Exhibit "A" of the attached Ordinance No. 682-19.

FINDINGS:

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

1. The proposed amendments are consistent with the needs of the community and the Town.
2. The proposed amendments should facilitate ongoing development of lots within Florence Gardens.

PUBLIC PARTICIPATION:

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning and Zoning Commission Public Hearing was advertised in the local Town paper and the Town's website. Meetings and public outreach for this overlay were conducted with the cooperation of the Florence Gardens Manufactured Home Association.

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

July 18, 2019

Planning and Zoning Public Hearing

August 5, 2019

Town Council Public Hearing and 1st Reading

August 19, 2019

Town Council and 2nd Reading/Action

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

FINANCIAL IMPACT:

Approval of the Florence Gardens Overlay will facilitate use of lots contained therein. This will have limited or no financial impact on the Town.

A “NO” VOTE WOULD MEAN:

The Florence Gardens Overlay would not be approved.

A “YES” VOTE WOULD MEAN:

The Florence Gardens Overlay would be approved and would affect all lots contained therein.

RECOMMENDATION:

Adoption of Ordinance No. 682-19.

ATTACHMENTS:

Ordinance No. 682-19
Exhibit A

ORDINANCE NO. 682-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN USES OF PROPERTY WITHIN UNITS A THROUGH F OF FLORENCE GARDENS .

WHEREAS, the development known as Florence Gardens Units A, B, C, D, E, and F has recognized the need to modify certain allowed wall and fence heights in an effort to accommodate upgrades to individual parcels and the manufactured home development, as a whole; and

WHEREAS, a request to change the existing wall and fence height requirements 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 this change is in conformance with the intent of the 2020 General Plan and the Town of Florence Development Code; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence a favorable recommendation for the Florence Gardens Overlay; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence and the recommended Florence Gardens Overlay 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 ORDAINED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The conditions contained in Exhibit "A" shall be allowed and titled §150.071 Overlay District, Florence Gardens, and shall be unique to Florence Gardens Units A, B, C, D, E, and F.

All other/new buildings, structures, sites and uses shall comply with the Town of Florence Development Code §150-056, "Manufactured Home Subdivision", as existing on this date, or as may be amended or replaced.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this 19th day of August 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FLORENCE GARDENS EXHIBIT “A”
August 19, 2019

§ 150.071 Overlay District; Florence Gardens

(A) Purpose

- (1) To promote and protect the health, safety and welfare of the residents of Florence Gardens while recognizing the uniqueness of the community. This overlay provides for modification of development criteria contained within the Town of Florence Development Code that recognizes that uniqueness. Where not specifically addressed in this overlay, the Town of Florence Development Code prevails.

(B) Applicability

- (1) This Overlay applies to all common areas and privately held properties contained within the development known as “Florence Gardens, Units A, B, C, D, E and F” within the Town of Florence, Arizona, and recorded as such with Pinal County, Arizona.

(C) Definitions

- (1) The definitions contained herein are in addition to those contained in the Town of Florence Development Code and apply specifically to the Florence Gardens Mobile Home Association.

Corner Lot. A lot adjoining two or more streets at their intersections. No walls, buildings or other obstructions to view, more than two feet in height, shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points 25 feet from the intersection of the street right-of-way lines.

Front Yard Setback. (also, Required Front Yard) Minimum required unoccupied setback distance as measured from the Street Right-of-way to the closest point of the foundation or any supporting post or pillar of any building or structure related thereto of the building envelope for the Mobile or Manufactured Home and extends the full-width of the lot. In the case of Florence Gardens, that distance is ten feet (10’).

Golf Course Screen Fence. Screen fencing that protects private property from errant golf balls for lots that back onto, or are immediately adjacent to, the Three Parks Fairways Golf Course. A Golf Course Screen Fence can be located on the privately-owned lots or on the Three Parks Fairways Golf Course.


(D) Approval Requirements

- (1) With the adoption of this overlay zone, the Community Development Director, or designee, may administratively approve, or approve with conditions, any request that complies with the overlay criteria. Should the Community Development Director, or designee, not approve a request, or if the applicant does not agree with conditions of approval, the applicant has the right to appeal the decision to the Planning & Zoning Commission in writing with 15 calendar days of that denial or conditional approval.

(E) Development Criteria

- (1) A Town of Florence Building Permit must be obtained prior to the installation of any fence or wall that exceeds six feet in height. In the Florence Gardens Mobile Home Association, its Rules and Regulations shall control the maximum fence and wall heights which may be more restrictive than that allowed by the Town of Florence.
- (2) All fences or walls shall be permanently affixed and located entirely upon the private property of the persons, firms or corporation constructing or causing the construction of the fence unless the owner of the property adjoining agrees in writing that the fence or wall may be erected on the division line of the respective properties.
- (3) The maximum height of any fence in a required front yard shall be four feet, with no greater than two feet being opaque. The fence may be constructed of non-slatted chain link, split rail, wrought iron, or pickets. Natural or synthetic materials may be used. In rear and side yards, the maximum height shall be four feet. If chain link is used for the front, side and rear property lines, slats are not permitted.
- (4) The barriers to clear, unobstructed vision at corner lots of intersecting streets shall be limited to a height of not over two feet above the established elevation of the nearest street line, for a distance of twenty-five feet (25') along both the front and side lot lines, measured from the point of intersection of the property lines. Within the triangle, in cases where yards are terraced, the ground elevation of the front yards shall not exceed two feet above the established street line elevation at the intersecting streets. Landscaping within the triangle must be kept trimmed by the property owner. In the case of shrubs or ground covers, no higher than 2' and in the case of trees, no lower than 7'.
- (5) The maximum height of a golf course screen fence for an interior side yard or rear yard is eighteen feet (18') and may be constructed of chain link or nursery screen material. If chain link is used, slats are not permitted. A Building Permit must be obtained from the Town of Florence prior to installation. A Building Permit application must be accompanied by appropriate engineering documentation.

- (6) Height of walls and fences in residential districts shall be measured from the lowest adjacent grade, except when adjacent to street right-of-way which has a higher grade than the adjacent site, then the height shall be measured from the top of the crown of road (if no curb). Height of screening devices shall be measured from the highest adjacent grade.
- (7) It shall be unlawful for any person to erect or maintain any electric fence or any fence constructed in whole or in part of barbed wire.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: August 19, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Notice of Intent to establish Anthem at Merrill Ranch SLID 4 by adopting Resolution No. 1715-19.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Resolution No. 1715-19: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, ARIZONA, DESCRIBED ON EXHIBIT “A”, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS “ANTHEM AT MERRILL RANCH, LIGHTING IMPROVEMENT DISTRICT 4” (The District); AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTIONS 48-572 and 48-616 ARIZONA REVISED STATUTES.

BACKGROUND/DISCUSSION:

On July 15, 2019 the Town received majority petitions containing the necessary signatures to establish Anthem at Merrill Ranch SLID 4. The petitions on file at the Clerk’s Office contain 78 percent of owners signing with 54 percent of the assessed valuation within the boundaries of the District. Arizona law requires that notice of the new District be posted and published, and that the property owners have the opportunity to protest the formation of the District.

It is the intention of the Town to make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "Town of Florence, Arizona, Anthem at Merrill Ranch SLID 4 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit "A" attached hereto with the boundaries as shown on the map in Exhibit "B" attached hereto.

After adoption of Resolution No. 1715-19, the Superintendent of Streets shall post or cause to be posted notices of the Resolution of Intention, and the Town Clerk shall cause the Resolution of Intention to be published in a newspaper published and of general circulation in the Town, pursuant to A.R.S. §48-578. Any Protest to the proposed District and /or Improvements may be filed and will be heard by the Town Council pursuant to A.R.S. §48-579 and §48-580.

The SLID 4 shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

Calendar for processing SLID 4:

August 19, 2019:	Consideration of Resolution No. 1715-19
August 20, 2019:	First day to receive protests
August 29, 2019:	First Notice in Florence Reminder
September 5, 2019:	Second notice in Florence Reminder Property will be posted during this time frame
September 20, 2019:	Last Day to receive protest
October 5, 2019:	Council consideration of Resolution No. 1716-19 Creating SLID

A VOTE OF NO WOULD MEAN:

That staff will not proceed in completing the following actions to form Anthem at Merrill Ranch SLID 4:

The Superintendent of Streets of the Town shall post or cause to be posted notices of the Resolution of Intention, and the Town Clerk shall cause the Resolution of Intention to be published in a newspaper published and of general circulation in the Town, pursuant to A.R.S. § 48-578. Any Protest to the proposed District and/or Improvements may be filed and will be heard by the Town Council pursuant to A.R.S. §48-579 and §48-580.

A VOTE OF YES WOULD MEAN:

Staff will take all necessary action to form Anthem at Merrill Ranch SLID 4.

FINANCIAL IMPACT:

Developer pays all costs until the SLID is formed including costs associated with establishing the SLID. Those living in SLID 4 would not be taxed until 2020.

ATTACHMENTS:

Resolution No. 1715-19 with exhibits.

RESOLUTION No. 1715-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, ARIZONA, DESCRIBED ON EXHIBIT “A” AND EXHIBIT “B”, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS “ANTHEM AT MERRILL RANCH LIGHTING IMPROVEMENT DISTRICT 4” (THE “DISTRICT”); AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTIONS 48-572 AND 48-616, ARIZONA REVISED STATUTES.

WHEREAS, the undersigned Petitioners comprise a majority of the real property owners, exclusives of mortgagees and other lienholders, of all the property within the proposed lighting improvement District described herein; and

WHEREAS, the Petitioners have submitted a Petition pursuant to § 48-616 and § 48-617 (B), Arizona Revised Statutes (A.R.S.), requesting the Mayor and Council of the Town of Florence, Arizona (“Town”), to adopt a Resolution of Intention to form a lighting improvement District for the real property legally described in Exhibit “A” (“District”) and with boundaries shown in the map attached as Exhibit “B”, and to order the purchase of energy for the lighting of the public street, all as set forth in the lighting facilities plans and specification for the ANTHEM AT MERRILL RANCH SLID 4 Lighting Improvement District on file with the Town Engineer (“Improvements”) and approved by Arizona Public Service Company; and

WHEREAS, the Town has verified that Petition contains the signatures of a majority of the real property owners, exclusive of mortgagees and other lienholders, within the boundaries of the District; and,

WHEREAS, the Town has jurisdiction to adopt this Resolution pursuant to A.R.S. §48-576.

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

Section 1. The “TOWN OF FLORENCE, ARIZONA ANTHEM AT MERRILL RANCH SLID 4 LIGHTING IMPROVEMENT DISTRICT” shall be formed to contain the

area legally described in Exhibit “A” attached hereto and with the boundaries shown in the map in Exhibit “B” attached hereto, and shall exist, pursuant to the provisions of A.R.S. §48-572, §48-616, §48-617, as may be amended from time to time.

Section 2. The public interest or convenience requires, and it is the intention of the Town to order the Improvements.

Section 3. The proposed Improvements, in the opinion of the Mayor and Council of the Town, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of real property in the District.

Section 4. It is the intention of the Mayor and Council of the Town to make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as “Town of Florence, Arizona, ANTHEM AT MERRILL RANCH SLID 4 Lighting Improvement District” and hereby declare that the District is as legally described on Exhibit “A” attached hereto with the boundaries as shown in the map in Exhibit “B” attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, Town, school District or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 5. The Superintendent of Streets of the Town shall post or cause to be posted notices of this Resolution of Intention, and the Town Clerk shall cause the Resolution of Intention to be published in a newspaper published and of general circulation in the Town, pursuant to A.R.S. §48-578. Any Protest to the proposed District and /or Improvements may be filed and will be heard by the Town Council pursuant to A.R.S. §48-579 and §48-580.

Section 6. It is the intention of the Mayor and Council of the Town to make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101 et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the Town shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Pinal County, Arizona (the “County”) taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the Town. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Sections 48-616, 48-572 Arizona Revised Statutes.

Section 7. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of assessed valuation thereof in any year.

Section 8. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 9. The formation of the District shall not be considered as preventing the subsequent establishment of improvement Districts for any other purpose authorized by law, including improvement Districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 10. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the Town.

Section 11. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 12. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 19th day of August 2019.

Tara Walter, Mayor

Approved as to form:

Attest:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

MAJORITY PETITION
FOR FORMATION
OF
TOWN OF FLORENCE, ARIZONA
MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT NO. 4

STATE OF ARIZONA
COUNTY OF PINAL
TOWN OF FLORENCE

We, the undersigned (“Petitioners”), are the owners, exclusive of mortgagees and other lien holders, of the majority of the real property within the limits of the area and district legally described in Exhibit A, attached hereto, including any property within a recorded final plat contained therein and with such boundaries as shown in the map attached hereto as Exhibit B (“District”).

We hereby petition the Mayor and Council of the Town of Florence, Arizona (“Town”) to establish a street lighting improvement district pursuant to A.R.S. §§ 48-571 et seq., as amended, and specifically, A.R.S. §§ 48-615 – 48-617, for the purpose of purchasing energy for the lighting of public streets and parks within the described District and maintenance of such lighting facilities, where permissible by the street lighting improvement district.

It is hereby requested, that the Town Council after verifying that the petition is signed by the majority owner all of the real property owners, exclusive of mortgagees and other lienholders within the District, and making a finding of such fact, adopt a Resolution of Intention to order the proposed improvements pursuant to A.R.S. § 48-576 (“Improvements”), and request that the Town Council assume immediate jurisdiction and order the Improvements pursuant to A.R.S. § 48-581, without the necessity of publication and posting of the Resolution of Intention provided for in A.R.S. § 48-578.

We respectfully request that the District be established as follows:

I. District. The name of the District to be formed shall be “TOWN OF FLORENCE, ARIZONA MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT NO. 4”;

II. Authority. The District shall be formed and shall exist, pursuant to the terms and provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended, and subject to A.R.S. § 48-616, as amended;

III. Expenses of the District. The Mayor and Council of the Town shall make annual statements and estimates of the expenses of the District, which shall be provided for the levy and collection of taxes upon all the real and personal property in the District, shall publish notice thereof, shall have hearings thereon and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of A.R.S. § 42-17101 et seq., §§ 42-17151 – 42-17152, as amended, and the Mayor and Council of the Town shall, on or before the third Monday in August of each year, fix, levy

and assess the amount to be raised by taxes levied and assessed upon all of the property of the District and collect, as Pinal County, Arizona (“County”) taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the Town. Taxes shall be levied and assessed on the basis of ad valorem taxes upon the assessed value of all the property real and personal in the District.

All statutes providing for the levy and collection of State of Arizona (“State”) and County taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, shall be applicable to District taxes as provided to be levied under A.R.S. § 48-616, as amended.

IV. Maximum Assessment. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar Twenty Cents (\$1.20) upon each hundred dollars of taxable valuation in any year.

V. Purpose. The District shall be authorized to engage in any activity as provided in A.R.S. § 48-616, as may be amended from time to time, i.e., contracting for and purchasing of energy for street and public park lighting;

VI. Non-Exclusive. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory as the District; and

VII. Public Property. Any public street or alley within the area proposed for the District shall be omitted from the assessment. Any lot belonging to the United States, the State, County, Town, school district or political subdivision or institution of the State or County that is included within the proposed District shall be omitted from the assessment.

VIII. Public Need. Public convenience and necessity require the adoption of the Resolution.

Petitioners hereby further REPRESENT and WARRANT to the Town:

That on the date hereof, as shown on the assessment roll for State and County taxes, the majority of the real property to be in the District is owned by the Petitioners or, if a person listed on such assessment roll is no longer the owner of real property in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be a Petitioner;

That the real property to be included in the District will be benefited from the Improvement.

Petitioners ACKNOWLEDGE, COVENANT to the Town and AGREE:

That the Improvements be ordered and expenses of the District be paid for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District;

That Petitioner Pulte Home Company, LLC, has, at its sole cost and expense, provided to Arizona Public Service Company ("APS") such lighting facilities as may be required by APS and the Town subject to their approval;

That the rate to be paid by the Town for purchasing energy for the District shall be usual and customary rates adopted by APS, or may be amended from time to time;

That, pursuant to A.R.S. § 42-17257, as amended, the Town must first be authorized by the Arizona Department of Revenue to assess, levy and collect taxes relating to the District;

That PULTE HOME COMPANY, LLC, a Michigan limited liability company, or any successor shall pay to the Town, upon demand, all costs and expenses of the District, including all costs and expenses reasonably related to creating the District and all costs and expenses of purchasing energy for street and public park lighting for the District until such time as the Town is actually collecting taxes relating to the District in an amount sufficient to pay all costs and expenses of the District; and

WHEREFORE, Petitioners respectfully ask that this Petition be properly filed as provided by law; that the Mayor and Council of the Town adopt the Resolution; and undertake such other orders, acts, procedures and relief as are proper, necessary and appropriate to the purposes of forming the District and to the execution of the purposes for which the District shall be organized as the Mayor and Council of the Town deem proper and necessary.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGES.]**

EXHIBIT A

Legal Description Anthem at Merrill Ranch Street Light Improvement District No. 4

A Parcel of Land lying within Section 30, Township 4 South, Range 9 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Lots 1-164 of the Final Plat Merrill Ranch – Unit 53 (2016-008606, PCR),

Lots 1-212 of the Final Plat Merrill Ranch – Unit 55 (2017-094165, PCR) and the following;

Parcel 1

Commencing at the North Corner of Section 30 (#5 RB w/2 inch AC LS 21065, found), said point being the **POINT OF BEGINNING** from which the Northeast Corner of Section 30 (#5 RB w/2 inch AC LS 21065, found) bears South 89 Degrees 55 Minutes 26 Seconds East (Basis of Bearing), a distance of 2622.97 feet;

Thence, South 89 Degrees 55 Minutes 26 Seconds East, a distance of 852.56 feet;

Thence, South 07 Degrees 36 Minutes 39 Seconds East, a distance of 665.13 feet;

Thence, South 14 Degrees 40 Minutes 37 Seconds West, a distance of 305.14 feet;

Thence, South 03 Degrees 12 Minutes 06 Seconds West, a distance of 401.87 feet;

Thence, North 85 Degrees 36 Minutes 36 Seconds West, a distance of 453.74 feet;

Thence, North 89 Degrees 55 Minutes 50 Seconds West, a distance of 385.49 feet;

Thence, North 00 Degrees 07 Minutes 47 Seconds West, a distance of 1321.63' to the true **POINT OF BEGINNING**.

Containing 27.0048 acres more or less.

See Exhibit B, attached.

Parcel 2

Commencing at the Northwest Corner of Section 30 (#5 RB w/2 inch AC LS 21065, found), from which the North Quarter Corner of Section 30 (#5 RB w/2 inch AC LS 21065, found) bears South 89 Degrees 54 Minutes 48 Seconds East (Basis of Bearing), a distance of 2648.09 feet;

Thence, South 89 Degrees 54 Minutes 48 Seconds East, a distance of 1363.79 feet;



Thence, South 00 Degrees 05 Minutes 12 Seconds West, a distance of 1322.02 feet to the true **POINT OF BEGINNING**;

Thence, South 00 Degrees 04 Minutes 23 Seconds West, a distance of 1143.22 feet;

Thence, Southeasterly and arc distance of 74.78 feet along a non-tangent curve to the left from which the radius point bears South 23 Degrees 39 Minutes 05 Seconds West, a distance of 100.00 feet and having a central angle of 42 Degrees 50 Minutes 37 Seconds;

Thence, South 89 Degrees 55 Minutes 37 Seconds East, a distance of 1096.67 feet;

Thence, Easterly and arc distance of 286.85 feet along a curve to the left having a radius of 1360.00 feet and a central angle of 12 Degrees 05 Minutes 05 Seconds;

Thence, North 77 Degrees 59 Minutes 18 Seconds East, a distance of 410.13 feet;

Thence, Easterly an arc distance of 78.71 feet along a curve to the right having a radius of 2540.00 feet and a central angle of 01 Degrees 46 Minutes 31 Seconds;

Thence, South 18 Degrees 55 Minutes 31 Seconds West, a distance of 468.01 feet;

Thence, South 01 Degrees 59 Minutes 57 Seconds East, a distance of 201.88 feet;

Thence, South 16 Degrees 34 Minutes 23 Seconds East, a distance of 804.36 feet;

Thence, South 75 Degrees 16 Minutes 42 Seconds West, a distance of 479.02 feet;

Thence Westerly, an arc distance of 148.89 feet along a curve to the left having a radius of 2864.79 feet and a central angle of 02 Degrees 58 Minutes 40 Seconds;

Thence, North 89 Degrees 57 Minutes 08 Seconds West, a distance of 2720.62 feet;

Thence, North 00 Degrees 25 Minutes 48 Seconds West, a distance of 1202.34 feet;

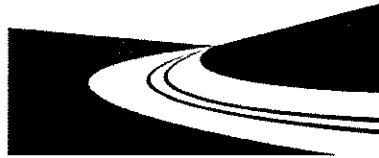
Thence, South 89 Degrees 55 Minutes 37 Seconds East, a distance of 998.42 feet;

Thence, Northeasterly an arc distance of 202.64 feet along a non-tangent curve to the right from which the radius point bears South 55 Degrees 38 Minutes 40 Seconds East, a distance of 470.00 feet and having a central angle of 24 Degrees 42 Minutes 09 Seconds;

Thence, North 43 Degrees 49 Minutes 47 Seconds East, a distance of 80.20 feet;

Thence, Northeasterly an arc distance of 126.96 feet along a non-tangent curve to the right from which the radius point bears North 83 Degrees 45 Minutes 10 Seconds East, a distance of 100.00 feet and having a central angle of 72 Degrees 44 Minutes 32 Seconds;

Thence, North 00 Degrees 04 Minutes 23 Seconds East, a distance of 1128.35 feet;



BAXTER DESIGN GROUP

Thence, Northerly an arc distance of 15.55 feet along a curve to the left having a radius of 30.00 feet and a central angle of 29 Degrees 42 Minutes 20 Seconds;

Thence, South 89 Degrees 55 Minutes 50 Seconds East, a distance of 83.94 feet to true **POINT OF BEGINNING.**

Containing 102.0592 acres more or less.

See Exhibit C, attached.

Exhibit B

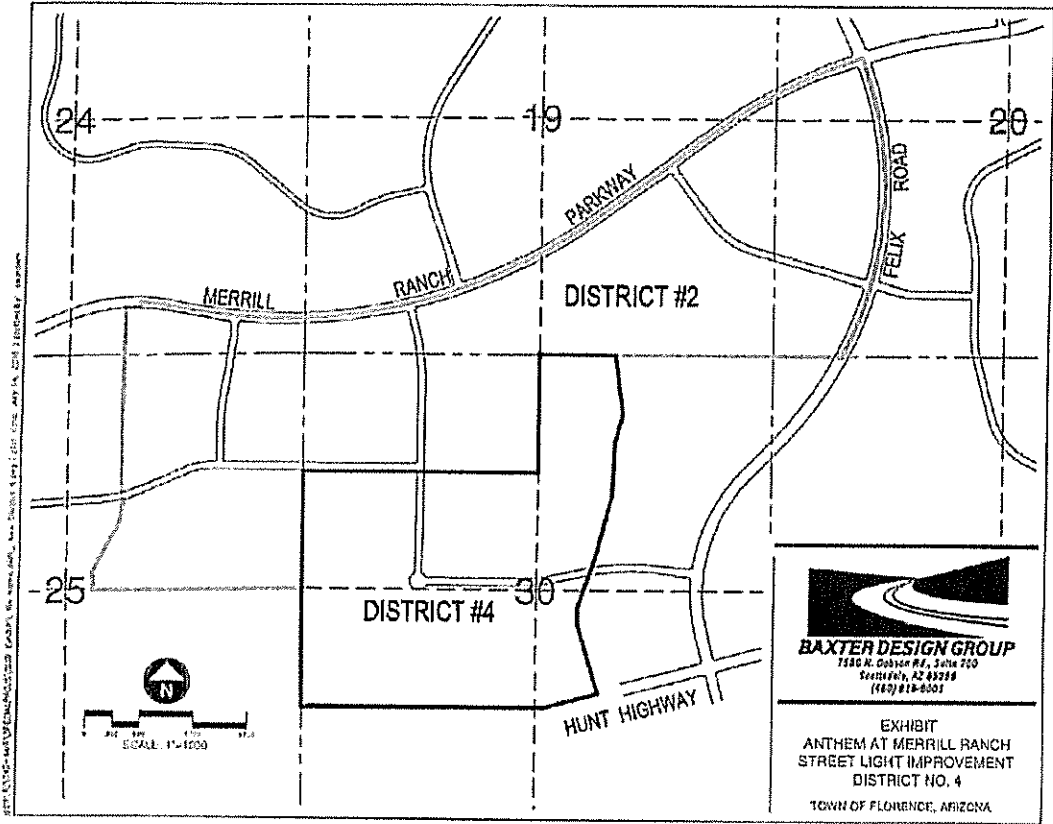
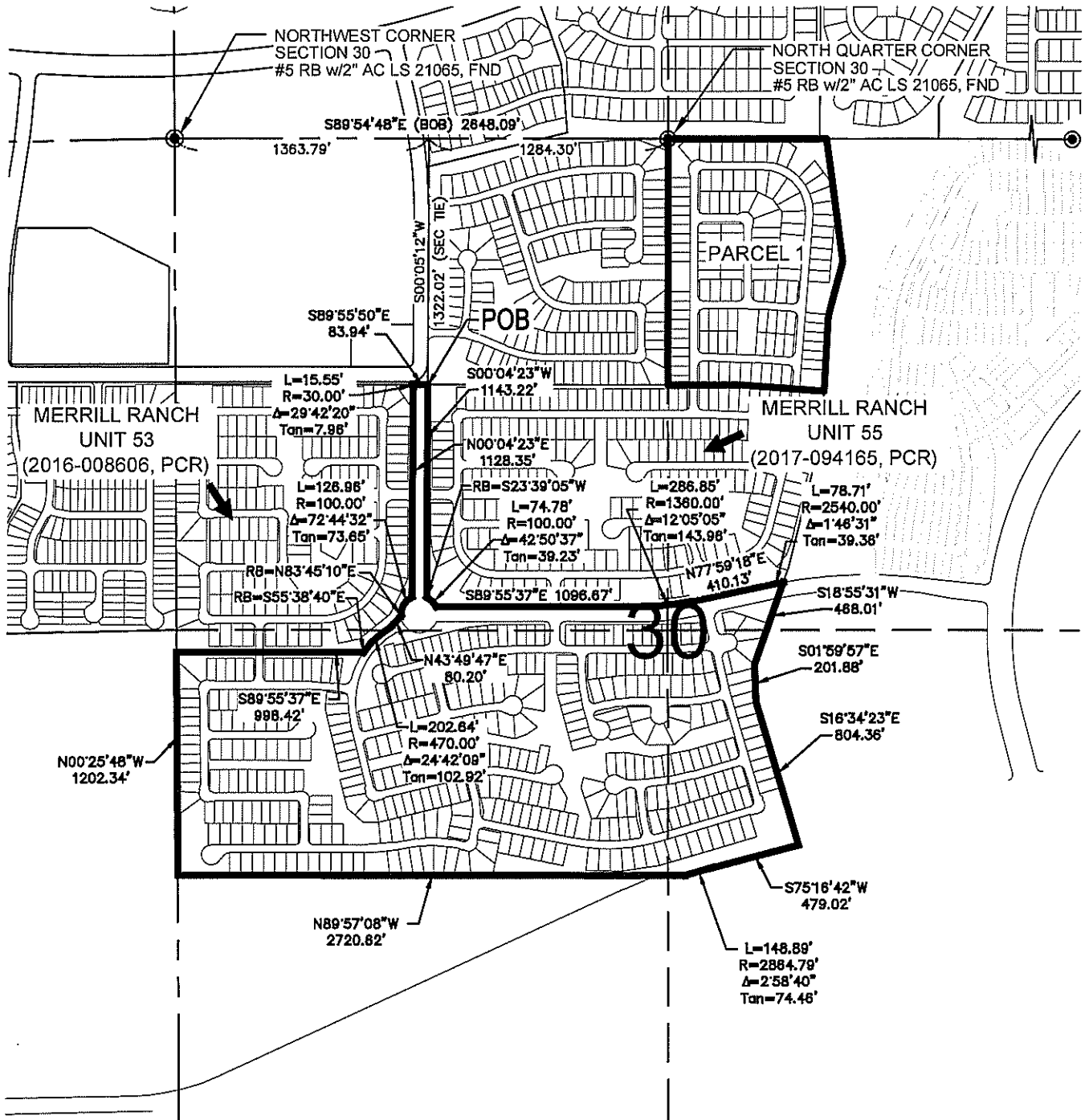


EXHIBIT C



path: R:\742-AMR\SPECIALPROJ\SUD Exhibit\ file name: AMR_District 4 Enrty.dwg | plot date: February 26, 2019 | plotted by: sanders

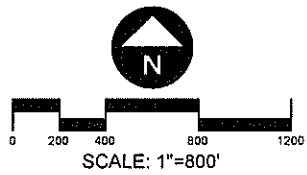



EXHIBIT C - PARCEL 2
 ANTHEM AT MERRILL RANCH
 STREET LIGHT IMPROVEMENT
 DISTRICT NO. 4
 TOWN OF FLORENCE, ARIZONA

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Bestway Electric Motor Service Co., Inc., Contract		<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:

Authorization to contract with Bestway Electric Motor Service Co., Inc., to provide electric motor rewind, repair and purchases for water and wastewater projects in an amount not to exceed \$100,000.

BACKGROUND/DISCUSSION:

The Town of Florence is now requesting to enter into a contract with Bestway Electric Motor Service Co., Inc., through the cooperative contract with the City of Tucson (on file with Town Clerk’s Office), to provide electric motor rewind, repair and purchases for waterline and wastewater projects in an amount not to exceed \$100,000 from July 1, 2019 through June 30, 2020.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the motor rewinds, repairs and purchase of waterline and wastewater line parts for maintaining the system.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker repairs for system leaks, emergency repairs and improvements of waterline and wastewater line systems.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$100,000.

ATTACHMENTS:

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract with Exhibit 1



Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	208 GENERAL EQUIPMENT RPR AND MAIN 217 PROF SRVCS 302 OPERATING SUPPLIES
--------------------------------	--

Email Confirmation (\$5,000 or less)	Date Prepared:	7/8/2019
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:	
CITY OF TUCSON COOPERATIVE CONTRACT # 161530-02			Close Date:	

Item(s) (Include quality, Brand, Model & Color):
 BLANKET PURCHASE ORDER FOR FY 2019 - 2020, USING THE CITY OF TUCSON'S COOPERATIVE CONTRACT 161530-02, ELECTRIC MOTOR REWIND, REPAIR AND PURCHASES.

VENDOR NAME	CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments		
1	Name:	BESTWAY ELECTRIC MOTOR (1953)	Contact:	RAY MCDANNELL			\$ 100,000.00	OPERATING SUPPLIES / REPAIR & MAINTENANCE / PROFESSIONAL SERVICES		
	Address:	728 S CAMPBELL AVE	Phone:	520-237-2659						
		TUCSON, AZ 85719	Fax:							
	Quote #:	CONTRACT 161530-02	Email:	rmcdannell@bestwayelectric.com	REQ # :	54893			PO #:	
	Received:	Date Notified of Decision:								
2	Name:		Contact:				\$			
	Address:		Phone:							
			Fax:							
	Quote #:		Email:		REQ # :				PO #:	
	Received:	Date Notified of Decision:								
3	Name:		Contact:				\$			
	Address:		Phone:							
			Fax:							
	Quote #:		Email:		REQ # :				PO #:	
	Received:	Date Notified of Decision:								

Attach additional page(s), if necessary.
 Vendor Selected:
 BESTWAY ELECTRIC MOTOR SERVICE CO., INC.
 Justification (if not lowest bid):
 CITY OF TUCSON COOPERATIVE CONTRACT 161530-02. RCA TO COUNCIL 8.5.2019.

Department Head Approval:		Date:	7/18/19
Finance Director Approval:		Date:	7/18/19
Town Manager Approval:		Date:	7/22/19

Exhibits Attached:	CITY OF TUCSON RFP NO. 161530
	CITY OF TUCSON CONTRACT 161530-02

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 THE CITY OF TUCSON # RFP 161530, CONTRACT
NO. 161530-02 ELECTRIC MOTOR & CONTROLS: REWIND, REPAIR SERVICES AND
PURCHASES.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 19th day of August, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Bestway Electric Motor Service Co., Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Tucson RFP 161530, Contract # 161530-02 for Electric Motor & Control: Rewind, Repair Service and Purchases and Contract Amendment dated September 18, 2018. 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 electric motor controls: rewind, repair services and purchases as described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, "Living Wage Requirement", "Revised Price Page 11/22/2016", "Request for Clarification", Amendments Nos. 1 and 2", "EASA AR100-2015 Recommended Practice-Rev. August 2015", 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 (City of Tucson # RFP 161530, Contract # 161530-02 for Electric Motor & Control: Rewind, Repair Service and Purchases and Contract Amendment dated September 18, 2018 ("Master Contract") 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: "City of Tucson", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; 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:
 - City of Tucson RFP # 161530
 - City of Tucson Contract # 161530-02
 - Town of Florence Cooperative Cover Contract with Exhibit 1
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$100,000**.

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 “1”**. 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. All invoices are to be emailed to accountspayable@florenceaz.gov.
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
PO Box 2670
Florence AZ 85132; and

Contractor: Bestway Electric Motor Service Co. Inc
Ray McDannell
728 S. Campbell Avenue
Tucson, AZ 85719
(520) 237-2659
rmcdannell@bestwayelectric.com

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:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____

EXHIBIT "1"

REVISED PRICE PAGE - 11/22/2016
RFP 161530, Electric Motor Rewind, Repair and Purchases
Dated: November 28, 2016

PRICE PAGE INSTRUCTIONS: Group 1 (Groups 1-A through 1-D) of the Price Page requires fixed prices for specific jobs or motors as described in the heading for each group. Prices are requested for motors or assemblies of various horsepower ratings.

GROUP 1: REWIND AND REPAIR

The base bid per HP for Groups 1-A through 1-D shall be based on 1800 RPM (4 pole), T-frame motors. Offerors shall state, at the end of Group 1, the percentage above or below the base bid for 1200 RPM (6 pole) motors, 3600 RPM (2 pole) motors and for U-frame motors.

<u>Item No.</u>	<u>Horsepower</u>	<u>Est. Annual Usage</u>	<u>Unit Price</u>	<u>Extended Price</u>
Group 1-A: <u>REWIND ONLY</u> - 240/480(230/460) VAC, 3 phase combination voltage, 9 leads Standard seven (7) working days to complete.				
1.	3	2 EA	\$ <u>435</u>	\$ <u>870</u>
2.	5	2 EA	\$ <u>485</u>	\$ <u>970</u>
3.	7.5	2 EA	\$ <u>570</u>	\$ <u>1,140</u>
4.	10	2 EA	\$ <u>655</u>	\$ <u>1,310</u>
5.	15	2 EA	\$ <u>765</u>	\$ <u>1,530</u>
6.	20	2 EA	\$ <u>875</u>	\$ <u>1,750</u>
7.	25	1 EA	\$ <u>985</u>	\$ <u>985</u>
8.	30	3 EA	\$ <u>1,065</u>	\$ <u>3,195</u>
9.	40	4 EA	\$ <u>1,255</u>	\$ <u>5,020</u>
10.	50	4 EA	\$ <u>1,415</u>	\$ <u>5,660</u>

Total - Group 1-A: \$ 22,430

<u>Item No.</u>	<u>Horsepower</u>	<u>Est. Annual Usage</u>	<u>Unit Price</u>	<u>Extended Price</u>
Group 1-B: REWIND ONLY - 480(460) VAC, 3 phase, part winding, 6 leads. Standard seven (7) working days to complete.				
11.	60	1 EA	\$ 1,590	\$ 1,590
12.	75	3 EA	\$ 1,800	\$ 5,400
13.	100	3 EA	\$ 2,185	\$ 6,555
14.	125	2 EA	\$ 2,540	\$ 5,080
15.	150	3 EA	\$ 2,925	\$ 8,775
16.	200	4 EA	\$ 3,590	\$ 14,360
17.	250	1 EA	\$ 4,300	\$ 4,300
18.	300	3 EA	\$ 5,100	\$ 15,300
19.	350	3 EA	\$ 5,900	\$ 17,700
20.	400	1 EA	\$ 6,700	\$ 6,700
21.	450	1 EA	\$ 7,750	\$ 7,750
22.	500	1 EA	\$ 8,300	\$ 8,300
Total - Group 1-B				\$ 101,810

<u>Item No.</u>	<u>Horsepower</u>	<u>Est. Annual Usage</u>	<u>Overhaul</u>	<u>+ Stator Rewind</u>	<u>= Unit Price</u>	<u>Extended Price</u>
Group 1-C: Complete overhaul on single phase type motors, 110-220 volts, various speeds. Overhaul to consist of minimum requirements as stated in the Scope of Work. Standard seven (7) working days to complete.						
Note: <u>Unit price equals overhaul plus stator rewind.</u>						
1.	.5	4 EA	\$ 135	\$ 370	\$ 505	\$ 2,020
2.	.75	4 EA	\$ 135	\$ 370	\$ 505	\$ 2,020

3.	1	8 EA	\$145	\$370	\$515	\$4,120
4.	3	4 EA	\$205	\$440	\$645	\$2,580
Total - Group 1-C						\$10,740

<u>Item No.</u>	<u>Horsepower</u>	<u>Est. Annual Usage</u>	<u>Overhaul</u>	<u>+ Stator Rewind</u>	<u>= Unit Price</u>	<u>Extended Price</u>
<p>Group 1-D: Complete overhaul on three phase type motors, 240/480 (230/460) volts, various speeds. Overhaul to consist of minimum requirements as stated in the Scope of Work.</p> <p>Note: <u>Unit price equals overhaul plus stator rewind.</u></p>						
1.	3	4 EA	\$170	\$435	\$605	\$2,420
2.	5	12 EA	\$175	\$485	\$660	\$7,920
3.	7.5	6 EA	\$210	\$570	\$780	\$4,680
4.	10	10 EA	\$235	\$655	\$890	\$8,900
5.	15	2 EA	\$265	\$765	\$1,030	\$2,060
6.	20	2 EA	\$290	\$875	\$1,165	\$2,330
7.	25	2 EA	\$310	\$985	\$1,295	\$2,590
8.	30	2 EA	\$330	\$1,035	\$1,395	\$2,790
9.	40	3 EA	\$370	\$1,255	\$1,625	\$4,875
10.	50	2 EA	\$390	\$1,415	\$1,805	\$3,610
11.	60	1 EA	\$425	\$1,590	\$2,015	\$2,015
12.	75	1 EA	\$450	\$1,800	\$2,250	\$2,250
13.	100	1 EA	\$515	\$2,185	\$2,700	\$2,700
14.	125	1 EA	\$575	\$2,540	\$3,115	\$3,115
15.	150	1 EA	\$670	\$2,925	\$3,595	\$3,595

16.	200	1 EA	<u>\$ 755</u>	<u>\$ 3,590</u>	<u>\$ 4,350</u>	<u>\$ 4,350</u>
17.	250	1 EA	<u>\$ 930</u>	<u>\$ 4,300</u>	<u>\$ 5,230</u>	<u>\$ 5,230</u>
18.	300	1 EA	<u>\$ 1,135</u>	<u>\$ 5,100</u>	<u>\$ 6,235</u>	<u>\$ 6,235</u>
19.	350	1 EA	<u>\$ 1,340</u>	<u>\$ 5,900</u>	<u>\$ 7,240</u>	<u>\$ 7,240</u>
20.	400	1 EA	<u>\$ 1,560</u>	<u>\$ 6,700</u>	<u>\$ 8,260</u>	<u>\$ 8,260</u>
21.	450	1 EA	<u>\$ 1,780</u>	<u>\$ 7,750</u>	<u>\$ 9,530</u>	<u>\$ 9,530</u>
22.	500	1 EA	<u>\$ 2,000</u>	<u>\$ 8,300</u>	<u>\$ 10,300</u>	<u>\$ 10,300</u>
Total - Group 1-D						<u>\$ 106,995</u>

GRAND TOTAL GROUP 1 (Sum of Groups 1A - 1D) \$ 241,975

ADDITIONAL INFORMATION FOR GROUP 1:

The discount offered on parts and the flat rate per hour labor charge and machine work charge offered shall be indicated in this section and will apply to any work performed other than that specifically quoted in Group 1.

Discount allowed from current standard parts list: _____ 15 %

Percentage price added for Vacuum Pressure Impregnation (VPI)
1. on Group 1 stator rewinds - 40 HP and under _____ 0 %

**Bid Price Adjustments For Group 1 Motor Repairs Stated As Plus (+) Or Minus (-)
Percentage Adjustments To The Base Bid - 1800 Rpm T-Frame Price**

	<u>T-FRAME</u>		<u>U-FRAME</u>
1.	1200 RPM	<u>+ 15</u> %	<u>+ 30</u> %
2.	1800 RPM	<u>0</u> %	<u>+ 25</u> %
3.	3600 RPM	<u>0</u> %	<u>+ 20</u> %

Labor Charges Hourly Rate (Shop Rate) \$ 60 per hour
Regular Hours between 7:00 am to 4:00 pm, Mon. - Fri. (does not include holidays)

Labor Charges Hourly Rate (Shop Rate) \$ 90 per hour
Overtime Hours between 4:00 pm and 7:00 am, Mon – Fri. (does not include holidays)

Labor Charges Hourly Rate (Shop Rate) \$ 120 per hour
Holiday Rate – Price per hour for 7 major holidays
(New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day)

FIELD RATE= PORTAL-TO-PORTAL OR PORTAL-TO-COMPLETION


Labor Charges Hourly Rate (Field Rate) \$ 72.50 per hour
Regular Hours between 7:00 am to 4:00 pm, Mon. – Fri. (does not include holidays)

Labor Charges Hourly Rate (Field Rate) \$ 108.75 per hour
Overtime Hours between 4:00 pm and 7:00 am, Mon – Fri. (does not include holidays)

Labor Charges Hourly Rate (Field Rate) \$ 145 per hour
Holiday Rate – Price per hour for 7 major holidays
(New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day)

Machine/Welding Rate per hour \$ 70 per hour

Flat rate per hour labor charge for diagnostic analysis and reporting \$ 75 per hour

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Ferguson Enterprises, LLC Contract		<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 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:

Authorization to contract with Ferguson Enterprises, LLC, to provide parts for water and wastewater projects in an amount not to exceed \$250,000.

BACKGROUND/DISCUSSION:

The Town of Florence is requesting to enter into a contract with Ferguson Enterprises LLC, through the cooperative contract with the Arizona Department of Administration (on file in the Town Clerk’s Office), to provide parts for waterline and wastewater projects in an amount not to exceed \$250,000 from July 1, 2019 through June 30, 2020, being used to purchase stock parts for any repairs for system leaks, emergency repairs, improvements of waterline and wastewater line systems as well as any new projects that arise.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the much-needed purchase of waterline and wastewater line parts for repairs and maintenance.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker repairs for system leaks, emergency repairs and improvements of waterline and wastewater line systems.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$250,000.

ATTACHMENTS:

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract with Exhibit 1



Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	051-574-302 052-575-302 052-576-302
Date Prepared:	7/2/2019
Prepared By:	SUSAN JONAS
Open Date:	
Close Date:	

Email Confirmation (\$5,000 or less)

Written / Fax / Email (Mandatory over \$5,000 bids attached)

Bid Title: Formal Sealed Bid Written Bid

ARIZONA DEPARTMENT OF ADMINISTRATION COOPERATIVE CONTRACT # ADSP014-074945

Item(s) (Include quality, Brand, Model & Color):
BLANKET PURCHASE ORDER FOR FY 2019 - 2020, USING ARIZONA DEPARTMENT OF ADMINISTRATION'S COOPERATIVE CONTRACT ADSP014-074945, BUILDING AND PLUMBING MATERIALS TO INCLUDE WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSION TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS. THIS BLANKET PO DOES NOT INCLUDE THE INSTALLATION OF THE WATER METERS, THIS IS JUST FOR OPERATING SUPPLIES.

VENDOR NAME	CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments	
1	Name:	FERGUSON ENTERPRISES (1325)	Contact:	BRANDON PEREZ			\$ 250,000.00	WATER DEPT \$200,000 SWWTP \$25,000 NWWTP \$25,000 OPERATING SUPPLIES ONLY	
	Address:	111 E BUCKEYE ROAD, BTE 5	Phone:	602-495-8420		Tax:			
		PHOENIX AZ 85004	Fax:	602-282-4276		Freight:			
	Quote #:	ADSP014-074945	Email:	brandon.perez@ferguson.com	REQ #:	54822			PO #:
	Received:	Date Notified of Decision:							
2	Name:		Contact:				\$		
	Address:		Phone:			Tax:			
			Fax:			Freight:			
	Quote #:		Email:		REQ #:				PO #:
	Received:	Date Notified of Decision:							
3	Name:		Contact:				\$		
	Address:		Phone:			Tax:			
			Fax:			Freight:			
	Quote #:		Email:		REQ #:				PO #:
	Received:	Date Notified of Decision:							

Attach additional page(s), if necessary.

Vendor Selected: **FERGUSON ENTERPRISES**

Justification (if not lowest bid):
 ARIZONA DEPARTMENT OF ADMINISTRATION COOPERATIVE CONTRACT ADSP014-074945, PCA TO COUNCIL 8.5.2019.

Department Head Approval:		Date:	7/18/19
Finance Director Approval:		Date:	7/18/19
Town Manager Approval:		Date:	7/27/19

Exhibits Attached:	ARIZONA DEPARTMENT OF ADMINISTRATION SOLICITATION NO. ADSP014-00003936
	ARIZONA DEPARTMENT OF ADMINISTRATION CONTRACT NO. ADSP014-074945

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 AZ DEPARTMENT OF ADMINISTRATION
SOLICITATION NO ADSP014-00003936, CONTRACT NO. ADSP014-074945 FOR BUILDING
AND PLUMBING MATERIALS.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 19th day of August, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Ferguson Enterprises LLC (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the AZ Department of Administration Solicitation No. ADSP014-00003936, Contract No. ADSP014-074945 for Building and Plumbing Materials to include Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items - Requirements Contract and Contract Amendment dated July 8, 2019. 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 Building and Plumbing Materials to include Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, 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 (AZ Department of Administration No. ADSP014-00003936, Contract No. ADSP014-074945 for Building and Plumbing Materials to include Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items - Requirements Contract and Contract Amendment dated July 8, 2019) 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: "AZ Department of Administration", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; 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:
 - AZ Department of Administration (ADOA) Solicitation ADSPO14-00003936
 - ADOA Contract Ferguson Enterprises LLC Contract # ADSPO14-074945
 - Cooperative Cover Contract Town of Florence and Ferguson Enterprises Inc
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$250,000**.
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 “1”**. 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. All invoices are to be emailed to accountspayable@florenceaz.gov.
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
Attn: Town Clerk
PO Box 2670
Florence AZ 85132
(520) 868-7500

Contractor: Ferguson Enterprises LLC
Attn: Brandon Perez
111 E. Buckeye Road, Suite 5
Phoenix, AZ 85004
(602) 495-8420
brandon.perez@ferguson.com

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:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____



Attachment III

Solicitation No.: ADSP014-00003936

Description: Building and Plumbing Materials - Statewide

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Discount Off & Core List Pricing Schedule

Category Discount Off:

*Sub-Category Discount is not required, but may be utilized in addition to category discount off if desired. Sub-Category may be utilized to identify a specific brand name or subcategory. If you need additional room for pricing please attach a separate excel spreadsheet utilizing the below format identifying additional pricing discounts.

Percentage (%) of discount off Concrete, Cement & Masonry:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Lumber:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Roofing:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Drywall:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Paints:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category <u>WOOSTER</u> :			<u>62.5</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Windows & Doors:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Fasteners:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Locking Systems & Parts:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
*Percentage (%) of discount off Sub-Category_____:			<u>0</u>	%
Percentage (%) of discount off Plumbing Tools & Sundries Manufacturers:				
A.O. Smith	<u>25%</u>	Haws		<u>10%</u>
Acorn	<u>10%</u>	Hersey		<u>5%</u>
Alsons	<u>DELTA%</u>	Huntington Brass		<u>5%</u>
American Standard	<u>45%</u>	Jay R Smith Manufacturing		<u>50%</u>
Ames Fire and Waterworks Co.	<u>25%</u>	Jones Stephens		<u>25%</u>
Ametec	<u>10%</u>	Kohler		<u>42.5%</u>
Anvil	<u>65%</u>	Leonard		<u>10%</u>
Apollo	<u>25%</u>	Milwaukee Valve		<u>50%</u>
Aquapure	<u>45%</u>	Moen		<u>37%</u>
Arrowhead	<u>40%</u>	Mueller		<u>40%</u>
ASCO	<u>10%</u>	Nibco		<u>55%</u>



Attachment III

Solicitation No.: ADSP014-00003936

Description: Building and Plumbing Materials - Statewide

State of Arizona
 State Procurement Office
 100 N. 15th Ave, Suite 201
 Phoenix, AZ 85007

Beeco	<u>5%</u>	Orbit	<u>50%</u>
Bell & Gossett	<u>30%</u>	Parker	<u>30%</u>
Bemis	<u>40%</u>	Pasco	<u>50%</u>
Bonney Forge	<u>5%</u>	Powers	<u>50%</u>
Bradley	<u>10%</u>	Precision Plumbing Products	<u>38%</u>
Brass Craft	<u>60%</u>	Price Pfister	<u>37%</u>
Caroma	<u>10%</u>	Pro-Flo	<u>60%</u>
Cerro	<u>30%</u>	Reed	<u>15%</u>
Chicago	<u>30%</u>	Rheem	<u>20%</u>
Clampette	<u>5%</u>	Ridgid Kollman	<u>15%</u>
Conbraco	<u>25%</u>	Sioux Chief	<u>45%</u>
Crane/Flowseal/Centerline	<u>5%</u>	Sloan	<u>45%</u>
Cuno	<u>45%</u>	Speakman	<u>40%</u>
Delaney	<u>41%</u>	Spears	<u>50%</u>
Delta	<u>37%</u>	Spirax-Sarco	<u>10%</u>
Ebco Oasis	<u>30%</u>	Symmons	<u>40%</u>
Eljer	<u>5%</u>	T & S Brass	<u>40%</u>
Elkay	<u>50%</u>	Taco	<u>50%</u>
Elkhart	<u>70%</u>	Teel	<u>5%</u>
Febco	<u>60%</u>	Toto	<u>5%</u>
Fernco	<u>72%</u>	Victaulic	<u>10%</u>
Fiat	<u>40%</u>	Watts	<u>35%</u>
Fisher	<u>47%</u>	Weldbend	<u>38%</u>
Fluidmaster	<u>50%</u>	Western China	<u>5%</u>
Ford Meter Box Co.	<u>5%</u>	Wike	<u>5%</u>
GA Industries	<u>5%</u>	Wilkins	<u>60%</u>
General Wire	<u>20%</u>	Willoughby	<u>10%</u>
Grohe	<u>45%</u>	Woodford	<u>35%</u>
Grundfos	<u>50%</u>	Zoeller	<u>32%</u>
Halsey Taylor	<u>33%</u>	Zurn	<u>20%</u>

Core List Pricing:

Pricing for core items shall be completed by utilizing the provided table below. Attachment III must be attached to Offerors Bid within ProcureAZ in accordance with Uniform Instructions to Offerors. Use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Products substantially equivalent to the brands designated qualify for consideration. If Offeror is proposing an equivalent item this shall be indicated by checking the applicable field provided. Having identified an equivalent product, Offeror shall attach within ProcureAZ, separate documentation verifying brand quality is equivalent to the requested item.

Paint Core List

<u>Item</u>	<u>Mfg Part #</u>	<u>Manufacturer</u>	<u>Unit</u>	<u>Price</u>	<u>Equivalent Item</u>
1 Quart Metal Paint Tray	RM400	Linzer	Each	<u>\$2.29</u>	<input checked="" type="checkbox"/>
1" General Masking Tape:	2020	3M	Each	<u>\$0.91</u>	<input checked="" type="checkbox"/>
1" Poly/Nylon Paint Brush:	1825-1	Linzer	Each	<u>\$0.39</u>	<input checked="" type="checkbox"/>
2" General Masking Tape:	203	3M	Each	<u>\$1.80</u>	<input checked="" type="checkbox"/>



Attachment III

Solicitation No.: ADSP014-00003936

Description: Building and Plumbing Materials - Statewide

State of Arizona
State Procurement Office
 100 N. 15th Ave, Suite 201
 Phoenix, AZ 85007

2" Poly/Nylon Paint Brush:	1825-2	Linzer	Each	\$3.63	<input checked="" type="checkbox"/>
3" Poly/Nylon Paint Brush:	1825-3	Linzer	Each	\$4.24	<input checked="" type="checkbox"/>
9" x 3/4" Pylam Synthetic Lambskin Roller Cover:	RC145-9	Linzer	Each	\$2.55	<input checked="" type="checkbox"/>
9" x 3/8" Pylam Synthetic Lambskin Roller Cover:	RC143-9	Linzer	Each	\$1.74	<input checked="" type="checkbox"/>
Banner Red Int/Ext Aerosol:	K02108	Krylon	16 OZ	\$	<input type="checkbox"/>
Gloss White Speed Enamel Aerosol:	Z397	Zynolyte	16 OZ	\$	<input type="checkbox"/>
Hydropox #1 Water Reducible High Gloss Styrenated Acrylic Enamel (Please Reference Exhibit 1 for Standards of Quality)	N/A	Various	5 Gallon	\$	<input type="checkbox"/>
Industrial Tough Coat Machinery Lt Gray:	S00326	Krylon	16 OZ	\$	<input type="checkbox"/>
Interior/Exterior Grade 100% Acrylic Flat Paint (Please Reference Exhibit 1 for Standards of Quality)	N/A	Various	5 Gallon	\$	<input type="checkbox"/>
Interior/Exterior Grade 100% Acrylic Gloss Paint	N/A	Various	5 Gallon	\$	<input type="checkbox"/>
Interior/Exterior Grade 100% Acrylic Semi-Gloss Paint (Please Reference Exhibit 1 for Standards of Quality)	N/A	Various	5 Gallon	\$	<input type="checkbox"/>
Light Gray Primer Aerosol:	Z8072	Zynolyte	16 OZ	\$	<input type="checkbox"/>
OSHA Paint Red Aerosol:	K02116	Krylon	16 OZ	\$	<input type="checkbox"/>
OSHA Paint Safety Yellow Aerosol:	K01813	Krylon	16 OZ	\$	<input type="checkbox"/>
Roller Covers 4" x 3/8" Nap:	4EAP038DH	Quali-Tech	2 Pack	\$2.48	<input checked="" type="checkbox"/>
Semi Flat Black Int/Ext Aerosol:	K01613	Krylon	16 OZ	\$	<input type="checkbox"/>
SemiGloss White Int/Ext Aerosol:	K01508	Krylon	16 OZ	\$	<input type="checkbox"/>
Stone Gray Int/Ext Aerosol:	K01605	Krylon	16 OZ	\$	<input type="checkbox"/>
Tough Coat Enamel OSHA Black Aerosol:	S01770	Krylon	16 OZ	\$	<input type="checkbox"/>

Building Materials Core List

<u>Item</u>	<u>Mfg Part #</u>	<u>Manufacturer</u>	<u>Unit</u>	<u>Price</u>	<u>Equivalent Item</u>
1/4" x 4 x 8' Fir Plywood Pine	N/A	Various	Each	\$	<input type="checkbox"/>
1/2" x 4 x 8' Sheetrock	N/A	USG	Each	\$	<input type="checkbox"/>
3/4"x10" Copper Tube	38R50S	Cambridge Lee	Each	\$	<input type="checkbox"/>
1 x 2 x 8' Kiln-Dried Douglas-Fir Larch Eazed Edge	N/A	Various	Each	\$	<input type="checkbox"/>
12THHN Standard Wire White 500'	22965858	Southwire	Each	\$	<input type="checkbox"/>
2 1/2" x 8' Metal Stud 20ga	250S8.0-030	Universal	Each	\$	<input type="checkbox"/>
2 x 4 x 10 #2 Kiln-Dried Douglas-Fir S4S	N/A	Various	Each	\$	<input type="checkbox"/>
2 x 4 x 8' Kiln-Dried Hem-Fir	N/A	Various	Each	\$	<input type="checkbox"/>
2' x 4' x 5/8" Radar White Ceiling Tile	2310	USG	Each	\$	<input type="checkbox"/>
2" x 2" x 96" Kiln-Dried Douglas-Fir Stud	N/A	Various	Each	\$	<input type="checkbox"/>
24" x 48" x 5/8" Ceiling Tile	793	Armstrong	Each	\$	<input type="checkbox"/>
3/8"x50' Copper Tube	34L10	Cambridge Lee	Each	\$	<input type="checkbox"/>
40# Concrete Mix	1101	Quikrete	Each	\$	<input type="checkbox"/>
40# Mortar Mix	1102	Quikrete	Each	\$	<input type="checkbox"/>
60# Concrete Mix	1101	Quikrete	Each	\$	<input type="checkbox"/>
8" x 4" x 16" Cinder Block	30163700	Superlite	Each	\$	<input type="checkbox"/>
8" x 6" x 16" Cinder Block	30163765	Superlite	Each	\$	<input type="checkbox"/>



Attachment III

Solicitation No.: ADSP014-00003936

Description: Building and Plumbing Materials - Statewide

State of Arizona
 State Procurement Office
 100 N. 15th Ave, Suite 201
 Phoenix, AZ 85007

8" x 8" x 16" Cinder Block	30163807	Superlite	Each	\$ _____	<input type="checkbox"/>
8" x 8" x 8" Cinder Block	30163871	Superlite	Each	\$ _____	<input type="checkbox"/>
80# Concrete Mix	1101	Quikrete	Each	\$ _____	<input type="checkbox"/>
80# Mason Mix Type S	1136	Quikrete	Each	\$ _____	<input type="checkbox"/>
Slip-Lok Tee Nozzle 3/8"	10121W	Orbit	Each	\$ _____	<input type="checkbox"/>
Z-MAX Galvanized 18-Gauge Hurricane Tie	H2.5AZ	Simpson Strong-Tie	Each	\$ _____	<input type="checkbox"/>

Locking Systems and Parts Core List

<u>Item</u>	<u>Mfg Part #</u>	<u>Manufacturer</u>	<u>Unit</u>	<u>Price</u>	<u>Equivalent Item</u>
Key Blank Everest-D, DND, Emboss ED	35-002 D145	Schlage	Each	\$ _____	<input type="checkbox"/>
Key Blank Everest-D, DND, Emboss ED	35-002 D135	Schlage	Each	\$ _____	<input type="checkbox"/>
Key Blank Everest-D, DND, Emboss ED	35-002 D150	Schlage	Each	\$ _____	<input type="checkbox"/>
Key Blank Primus/Everest Standard Emboss	35-004-LVL9 D145	Schlage	Each	\$ _____	<input type="checkbox"/>
Key Blank Primus/Everest Standard Emboss	35-004-LVL9 D150	Schlage	Each	\$ _____	<input type="checkbox"/>
Soft Lock Pad 1-1/2 W 3/4T D 1S	A1105BRN	American Lock	Each	\$ _____	<input type="checkbox"/>
Soft Lock Pad 1-1/2W 3/4T D 1-1	A1106BRN	American Lock	Each	\$ _____	<input type="checkbox"/>
Aluminum Heavy Duty, Surf, MT, Extra Duty Sprayed Aluminum Arm Closer	4041 EDA-AL	LCN	Each	\$ _____	<input type="checkbox"/>
Aluminum TBMS Heavy Duty Surf, Delay, Reg Arm w/p, Sprayed Aluminum Closer	4041 RW/PA DEL	LCN	Each	\$ _____	<input type="checkbox"/>
Tamper-Proof Key Ring 2" Diameter	270	Key Systems, Inc.	Each	\$ _____	<input type="checkbox"/>
Tamper-Proof Key Ring 1-5/8" Diameter	278	Key Systems, Inc.	Each	\$ _____	<input type="checkbox"/>
Best Big Bow Coined w/o keyway Blank Key	1A1J1-NS-BB	Jet Hardware	Each	\$ _____	<input type="checkbox"/>
#2 Master Pins	34-202	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#4 Master Pins	34-204	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#6 Master Pins	34-206	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#0 Bottom Pins	34-300	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#1 Bottom Pins	34-301	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#3 Bottom Pins	34-303	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#5 Bottom Pins	34-305	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#7 Bottom Pins	34-307	Schlage	100/pk	\$ _____	<input type="checkbox"/>
#3 Top Pins	34-103	Schlage	100/pk	\$ _____	<input type="checkbox"/>
Hub Spring (J Lever Only)	97-0566	Sargent	Each	\$ _____	<input type="checkbox"/>
5" Corrections Handcuff Key	ZT70B	Zak Tool	Each	\$ _____	<input type="checkbox"/>
Flat Grip Handcuff Key	ZT25	Zak Tool	Each	\$ _____	<input type="checkbox"/>
7 Pin SFIC Core	IC7B J 26D	General Lock	Each	\$ _____	<input type="checkbox"/>
Restricted Tumbler	AK6WR2BOX	American Lock	Each	\$ _____	<input type="checkbox"/>
Combolock with Key Override	1525LH V643	Master Lock	Each	\$ _____	<input type="checkbox"/>

Plumbing Parts and Supplies

<u>Item</u>	<u>Mfg Part #</u>	<u>Manufacturer</u>	<u>Unit</u>	<u>Price</u>	<u>Equivalent Item</u>
.5 gpm Flow Control	0469-005-000	Acorn	Each	\$3.52	<input type="checkbox"/>




Attachment III

Solicitation No.: ADSPO14-00003936

Description: Building and Plumbing Materials - Statewide

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

1/4" O.D. Poly Tubing	44-2029-1	Jones Stephens	Foot	<u>\$0.13</u>	<input checked="" type="checkbox"/>
1/2" Copper 90 Elbow	10031272	Elkhart	Each	<u>\$0.44</u>	<input type="checkbox"/>
1/2" Copper Pipe Strap	10032416	Elkhart	Each	<u>\$0.09</u>	<input checked="" type="checkbox"/>
1/2" Copper Pipe Type L	N/A	Streamline	Foot	<u>\$1.31</u>	<input type="checkbox"/>
1/2" Copper Street 90 Elbow	10031460	Elkhart	Each	<u>\$0.67</u>	<input type="checkbox"/>
1/2" Copper X MIP Adapter	10030310	Elkhart	Each	<u>\$0.92</u>	<input type="checkbox"/>
3/4" Copper Coupling	10030898	Elkhart	Each	<u>\$0.67</u>	<input type="checkbox"/>
3/4" Copper Pipe Strap	10032420	Elkhart	Each	<u>\$0.10</u>	<input checked="" type="checkbox"/>
3/4" Copper Pipe Type L	N/A	Streamline	Foot	<u>\$2.10</u>	<input type="checkbox"/>
3/4" Copper X MIP Adapter	10030330	Elkhart	Each	<u>\$1.55</u>	<input type="checkbox"/>
1 1/2 Poly Slip Joint Washer	T180-150	Jones Stephens	Each	<u>\$0.07</u>	<input checked="" type="checkbox"/>
1 1/2 Standard Slip Joint Washer	T79-150	Jones Stephens	Each	<u>\$0.08</u>	<input checked="" type="checkbox"/>
1 1/2" Copper Pipe Type L	N/A	Streamline	Foot	<u>\$7.43</u>	<input type="checkbox"/>
1 1/2" x 1 1/2" Rubber Closet Spud Gasket	2088	Pasco	Each	<u>\$0.95</u>	<input checked="" type="checkbox"/>
1.6 gpf Closet Kit	A41A	Sloan	Each	<u>\$15.30</u>	<input type="checkbox"/>
1.6c Master Repair Kit Closet	R1004A	Sloan	Each	<u>\$17.66</u>	<input type="checkbox"/>
10/32" MIP x .0625 Barb Fitting	600480	Willoughby	Each	<u>\$2.27</u>	<input type="checkbox"/>
3.5 gpf Closet Kit	A38A	Sloan	Each	<u>\$10.96</u>	<input type="checkbox"/>
Cover Packing	F28G	Delany	Each	<u>\$1.56</u>	<input type="checkbox"/>
Handle Seal	B39	Sloan	Each	<u>\$0.66</u>	<input type="checkbox"/>
Renewal Closet Kit	F141KC	Delany	Each	<u>\$18.84</u>	<input type="checkbox"/>
Repair Kit 24V Mod Plug	MCR1001A	Sloan	Each	<u>\$121.83</u>	<input type="checkbox"/>
Reseal Kit for 600276 Cartridge	600103	Willoughby	Each	<u>\$5.12</u>	<input type="checkbox"/>
Royal Vacuum Breaker Kit	V651A	Sloan	Each	<u>\$2.15</u>	<input type="checkbox"/>
Vacuum Breaker Repair Kit	V551A	Sloan	Each	<u>\$1.67</u>	<input type="checkbox"/>
Water Diaphragm	2563-010-001	Acorn	Each	<u>\$9.15</u>	<input type="checkbox"/>

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9d.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works STAFF PRESENTER: Christopher Salas, P.E. Public Works Director SUBJECT: Approval to enter into a Contract with Cactus Asphalt (aka Cactus Transport), for asphalt maintenance and repair services for CIP Project 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"/> Partnership 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, for pavement preservation treatment, for CIP Project T-69 Pavement Preservation. The contract amount shall not exceed \$363,653.36 (Proposal amount of \$316,220.31, with a 15% contingency of \$47,433.05).

BACKGROUND/DISCUSSION:

The surface of the various locations throughout Florence are worn and in need of asphalt preservation. The areas targeted for the fall of 2019 are on Exhibit B.

On June 26, 2019, Pinal County renewed their contract with Cactus Asphalt (on file in the Clerk’s Office), to provide asphalt maintenance and repair services, which the Town of Florence can piggyback off. The first option year contract has been extended through June 27, 2020, 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 the amount of \$316,220.31, plus 15% contingency of \$47,433.05 making the not to exceed amount \$363,653.36.

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 A – Fall 2019 Proposal
- Exhibit B - Map
- Cooperative Contract 8/19/2019



To:	TOWN OF FLORENCE	Contact:	Christopher Salas
Address:	PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone:	520-868-7621
		Fax:	520-868-7637
Project Name:	Florence Fall 2019 FAST	Bid Number:	
Project Location:	Various Streets, Florence, AZ	Bid Date:	7/18/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4-12	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer) >100 TN	191.00	TON	\$623.56	\$119,099.96
4-19	Chip Seal Binder - Haul & Apply Services	191.00	TON	\$102.00	\$19,482.00
4-23	Chip Seal Aggregate - HV Pre-Coated	1,135.00	TON	\$103.00	\$116,905.00
4-28	Traffic Control-Chip Seal (Based On Binder Ton) **PRICE ADJUST THIS PROJECT ONLY**	191.00	TON	\$20.00	\$3,820.00
3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1 <50 TN	38.00	TON	\$361.54	\$13,738.52
3-13	Fog Seal Binder - Haul & Apply Services	38.00	TON	\$233.00	\$8,854.00
3-14	Traffic Control-FOG Sealing	38.00	TON	\$138.00	\$5,244.00
7-4	15 MIL (4") White Traffic Paint Stripe	1,706.00	LF	\$0.16	\$272.96
7-5	15 MIL (4") Yellow Traffic Paint Stripe	7,940.00	LF	\$0.16	\$1,270.40
7-6	Paint Symbol Arrow	27.00	EACH	\$79.00	\$2,133.00
7-28	Chip Seal Marker, ADOT Std M-20	250.00	EACH	\$2.15	\$537.50
9-1	Traffic Control (Not For Items No. 1-5): TC For Striping	1.00	LS	(\$4,600.00)	(\$4,600.00)
9-2	Message Board (Per Unit Per Day): Up To 4 VMS Boards Placed 7 Days In Advance And Throughout Fog Seal	48.00	DY	\$75.00	\$3,600.00
9-6	Document Existing Pavement Markings	1.00	LS	\$5,200.00	\$5,200.00
9-7	Miscellaneous Removals And Other Work: HC Symbol Striping (1 EA)	1.00	LS	\$100.00	\$100.00
Bid Price Subtotal:					\$295,657.34
Pinal County, State And Florence 6.96%:					\$20,562.97
Total Bid Price:					\$316,220.31

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.
- Unit prices above include all applicable state, county & local taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.



• Pricing Based off Pinal County JOC 175923

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Jeff Smith
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6/17/2019 9:36:29 AM

Page 2 of 4

[Paving](#) • [Seal Coating](#) • [Crack Sealing](#) • [Patching](#) • [Chip Sealing](#) • [Fabric Overlay](#) • [More](#)

Contractors Licenses: AZ - 194430 • NV - 0040581 • NM - 022995 • UT - 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

**PMAR
2019 ROAD IMPROVEMENTS.**

Legend

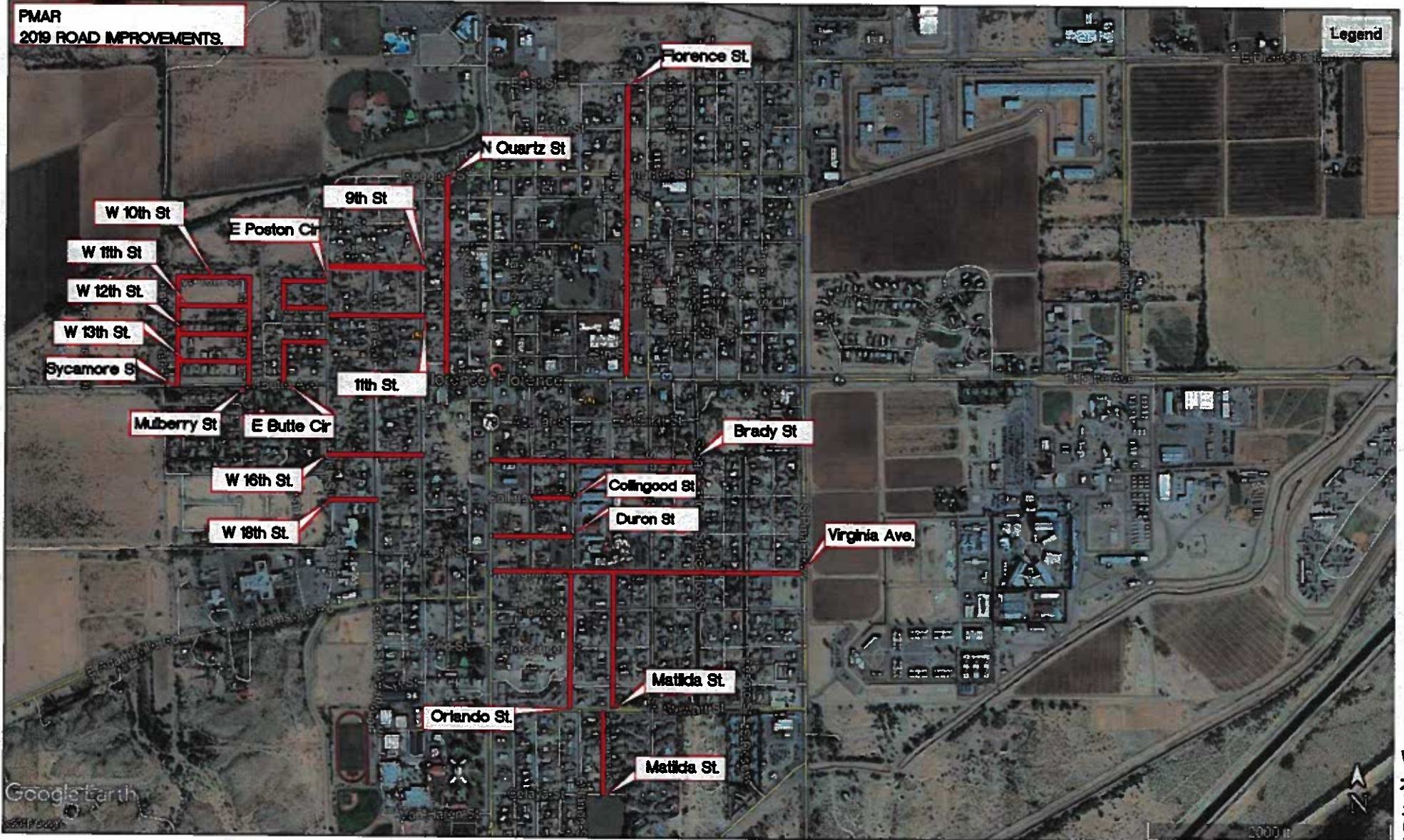


Exhibit B

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF PINAL COUNTY JOB ORDER
CONTRACT NO. 175923 FOR ASPHALT MAINTENANCE & REPAIR SERVICES

THIS CONTRACT (the "Contract") is made and entered into effective as of the 19th day of August, 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 RFP & Contract No. 175923, originally entered into on June 27, 2018, to provide asphalt maintenance & repair services. The term of the contract is extended through June 26, 2020. 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 "A"** (the "Goods" or "Services") and the targeted locations for asphalt paving, shown in **Exhibit "B"** (the "Map"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "A"**, 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 the work and furnish all 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, 175923) provides asphalt maintenance and repair services. Requirements Contract and Contract Amendment dated June 26, 2020 ("Master Contract"), 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 Cooperative Contract
 - Exhibit A
 - Pinal County FY19/20 Pavement Preservation and Repairs, Requisition #55035
 - Pinal County Contract Renewal for FY19/20, #175923, Expires 6/27/2020
 - Pinal County JOC – Executed Contract #175923
 - Pinal County Request for Qualifications for Contracting Job Order

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor’s Proposal and is listed in **Exhibit “A”** (Price Sheet) and shall not exceed **\$363,653.36**

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 regarding 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 regarding 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 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 "A"**. 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, Bryan Glazer, 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


Cliff Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9e.
MEETING DATE: August 19, 2019 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, P.E. Public Works Director SUBJECT: Zumar Industries Inc. contract		<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 Zumar Industries Inc., to purchase various street, warning and informational signs as well as poles and pole accessories for all signage within the Town of Florence Town limits using the MCDOT Cooperative Contracts, Serial 16136-C and Serial 14105-C (on file with the Clerk’s Office, for an amount not to exceed \$35,000.

BACKGROUND/DISCUSSION:

The Town currently has an inventory system of all the in-place signs as well as back stock warehoused at the Public Works Campus. Signs are needed to replace sun worn signs that are no longer reflective enough for night visibility. Signs are also needed as back stock in order to support replacement when signs are damaged by vehicles or other objects immediately.

The Town is also working on replacing all the U-channel poles with the currently Federal Highway Administration (FHWA) approved square, break away poles. The square break-away poles that are proven to cause less damage to vehicles when impacted.

A VOTE OF NO WOULD MEAN:

Another year of sun damaged signs with low reflectivity and a limited inventory of new signs; falling further behind in replacing U-channel poles with the breakaway square poles.

A VOTE OF YES WOULD MEAN:

Enable the Town of Florence to replace damaged signage throughout the Town and keep a usable inventory on hand. Continue upgrading the U-channel poles with the square, break away poles.

FINANCIAL IMPACT:

The cost to contract with Zumar should not exceed \$35,000.

ATTACHMENTS:

Town of Florence Contract with Zumar Industries

TOWN OF FLORENCE, ARIZONA CONTRACT FOR COOPERATIVE USE OF MARICOPA COUNTY CONTRACT/SERIAL 16136-C, FOR TRAFFIC SIGNING MATERIALS, AND ALSO CONTRACT/SERIAL 14105-C FOR TRAFFIC SIGN POSTS, HARDWARE AND ACCESSORIES.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 19th day of August 2019 ("Effective date"), by and between the Town of Florence, Arizona (the "Town"), and Zumar Industries, Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the Maricopa County Solicitation/Contract Serial Nos. 16136- C for Traffic Signing Materials, and Serial 14105-C for Traffic Sign Posts, Hardware and Accessories effective October 1, 2019. 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 the materials and services described in the attached scope of materials and services set forth in Exhibit "1" ("Scope of Materials" or "Goods"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to the Contractor's Response Serial 16136-C and 14105-C, Specifications, Technical Requirements, Attachment A, and Special Terms and Conditions. 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 the Master Contract, unless expressly state 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 (Maricopa County Solicitation/Contract Serial Nos. 16136-C for Traffic Signing Materials, and Serial 14105-C for Traffic Sign Posts, Hardware and Accessories effective October 1,2019 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: "County", "Maricopa County" "Using Agency", shall be deemed to be and refer to the Town of Florence, and the terms: "Contractor", "Respondent" or "firm" 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:
 - A. This signed Contract.

B. The solicitation Documents for the Maricopa County Solicitation/Contract Serial Nos. 16136- C for Traffic Signing Materials, and Serial 14105-C for Traffic Sign Posts, Hardware and Accessories effective October 1,2019, between Maricopa County and Zumar Industries, Inc., including, but not limited to: Instructions, Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Specifications; Technical Requirements; Special Terms and Conditions; Attachment A; Contract No. Serial 16136-C and Serial 14105-C; Maps and Addenda (the "Contract Documents" or "Master Contract").

C.

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in Exhibit "1" (Price Sheet) and shall not exceed \$35,000.
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 verifications 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.
 - H. 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.
8. **METHOD OF PAYMENT:** Method of payment shall be set forth in Exhibit "1". 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 may terminate this Contract, or any part thereof for its sole convenience, at any time 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: Zumar Industries, Inc., 7833 N. 106th Avenue, Glendale, AZ 85340, Jody Case.
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 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 of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods 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 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, the Contractor may be legally liable, including Town of Florence.

13. **WARRANTY:** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Goods and 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 agree, 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 govern this procurement and are Incorporated as part of this Contract by this reference.
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.

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:

Approved as to Form:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____
Its: _____

Date: _____