

TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor John Anderson
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, April 20, 2020

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, April 20, 2020, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. The Town of Florence provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.

To attend the meeting noticed below by technological means, members of the public may:

- 1. Access the link to watch a video stream on the Town website: www.FlorenceAZ.gov/tv or view the meeting live on Cox TV Channel 11.*
- 2. To call in and listen, please dial:
US: +1-669-900-6833 or +1-346-248-7799
Webinar ID: 438-648-705
Password: 453724*

Members of the public may submit written comments relating to this meeting to Town Clerk Lisa Garcia by emailing lisa.garcia@florenceaz.gov at any time until one hour prior to the posted start time for the meeting. Please be sure to include your name and address for the record as well as the meeting date (and Agenda Item #, if applicable) in the subject of your email.

If any member of the public has difficulty connecting to the meeting, they are invited to contact the Town of Florence Information Technology Helpdesk at (520) 868-7543.

The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Tara Walter, John Anderson, 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. PUBLIC HEARING AND PRESENTATION

- a. Public Hearing to receive citizens comments and accept the Sanitation Rate Study proposed rate increases; and for Discussion/Approval/Disapproval of selecting Option 2, to be effective May 1, 2020. (Rebecca Jimenez)
- b. Proclaim April 19 – 25, 2020 as National Library Week. (Tara Walter)
- c. Proclaim April 2020 as Fair Housing Month. (Tara Walter)

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

- a. Authorization to enter into a contract with The SJ Anderson Company, to address occupant safety items related to egress in Suite 201 and the balcony area of the Silver King Marketplace, in an amount not to exceed \$63,215.21. (Chris Salas)
- b. Authorizing the Town's participation in an Intergovernmental Cooperative Purchase Agreement with Lead Contracting Agency, A Public Procurement Authority, to Cooperative Purchase 24 fire turn-outs from Municipal Emergency Services using a three-year lease agreement in an amount not to exceed \$68,191.90. (David Strayer)
- c. Authorization to accept funds in the amount of \$24,469 from the Governor's Office of Highway Safety to purchase mobile data computer tablets for traffic records enforcement. (Bruce Walls)
- d. Approval of the Application and Affidavit for Uniform Video Service License by FibAire Communications, LLC d/b/a AireBeam for a term not to exceed 10 years. (Trenton Shaffer)

- e. Approval of the February 3, February 18, and March 2, March 16 and March 18, 2020 Town Council Meeting minutes.

8. UNFINISHED BUSINESS

- a. Resolution No. 1736-20: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PROPERTY LEASE POLICY. (Lisa Garcia/Jennifer Evans)

9. MANAGER'S REPORT

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

12. 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 APRIL 15, 2020, 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 711 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: April 20, 2020 DEPARTMENT: Finance STAFF PRESENTERS: Rebecca Jimenez, Finance Director SUBJECT: Sanitation Fund – Public Hearing and Acceptance of Rates		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input 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:

Public Hearing to receive citizens comments and accept the Sanitation Rate Study proposed rate increases; and Discussion/Approval/Disapproval of selecting Option 2, to be effective May 1, 2020.

BACKGROUND/DISCUSSION:

The Deputy Town Manager instructed the Finance Department to review the Sanitation Fund. Over the past several years, the fund balance has been diminishing. We provided a detailed analysis of the fund from the time the Town outsourced its services to Right Away Disposal (RAD) in 2013 until present.

The Sanitation Fund is an Enterprise Fund. Enterprise Funds should be self-supporting, having adequate revenue to cover ongoing costs, without any negative impact on the Town’s General Fund. Any deficiencies require immediate action.

Over the past few years, the annual expenditures in the fund were more than the revenue. Rate increases did not provide the necessary revenue to offset the continuing increases. Although the provider increased rates charged to the Town last year, the Town did not pass along those rate increases to the customers. This compounded the ongoing depletion of fund balance. A detailed staff report is provided for your review and is attached to this request.

We recently received notification of a rate increase for sanitation of 1.36% from RAD. That will increase the regular residential rate again, effective February 1, 2020.

Staff has met internally for the evaluation and recommendations on what should be done to provide a focused analysis of the fund. While Staff provided multiple recommendations for improvement, Staff felt that an independent rate study was necessary in order to compare current Town operations to other communities, to ensure we were correct in our assumptions and determinations, and to provide a third-party recommendation as to the future of the Fund. The Town contracted a firm to do a rate study which cost \$8,950 and was completed by Circonomy Solutions. The study is attached and confirms our internal findings. John Trujillo, from Circonomy Solutions, is attending the meeting tonight in order to present these findings to Council.

Further adjustments were made to present a future budget. Those included reducing the amount of money returning to the General Fund by charging the Sanitation Fund less for administrative oversight, fleet maintenance, and code enforcement.

The fund capital outlay includes the Ruggles property upgrade of \$300,000 for the development of an "eco station" on Ruggles (originally budgeted FY 19-20), a Sanitation Dump Truck for \$100,000 and for a Transfer Station (at a cost of \$500,000).

The Transfer Station discussion does not have a firm conclusion. It could be a partial or joint payment with another entity, it could be a start for a single Town-owned station, or it could be eliminated as an option because of cost. There have been ongoing discussions with Pinal County regarding a regional Transfer Station with surrounding communities. The Town Manager can expand on this discussion, if requested.

The Utility Rate study assumes continuing the current services as they are today. That would mean increasing rates to support the continued operations and maintenance and planning for future expansion or projects.

Currently, we are addressing leakage in Anthem. It has been discovered that at least 100 customers, mostly transient citizens, have been receiving services without charge. Last year we estimated a \$12,000 loss in revenue, and it is continuing this year. Staff is working diligently to correct this, but it is very difficult. Customers place their accounts on "hold" for the summer and roll their containers into their garages. Upon returning at the start of winter, they have not reported as being back, and so the Town does not resume billing of these residents for trash collection. Nonetheless, containers are placed out and picked up by the Sanitation truck. It is one of the downsides of not having them as water and wastewater customers.

Options

The following options have been discussed in our review group and are now presented to Council as follows:

1. Continue operating the Sanitation Fund as is, thus continuing to deplete the fund balance. No rate increases would be requested, and the Town would see slight

price increases each year. Eventually, this would mean the General Fund would have to supplement an Enterprise Fund within a few years.

2. Continue operating the Sanitation Fund with the increased rates laid out in the Sanitation Rate Study, restoring a positive fund balance and supporting expenses. These rates are smoothed to ensure the customers are not seeing massive price increases or decreases in any given year.
3. Eliminating future capital outlay. No consideration for a Transfer Station. This would provide fund balance back to the operating funds. Rate increase will still be needed.
4. Eliminate transfer station services at the Waste Management Ironwood Landfill, saving the customer approximately \$0.93 per month.
5. Contract out the billing and administrative functions of the Sanitation Operations for future consideration. This would save the fund approximately \$66,000 in expenditure between direct charges of Town Staff and Administrative Staff and the cost of billing, but we would be billed for the cost of this service. Other potential savings would be the Intra-Town Charge for billing services of approximately \$6,800 per year. Customer service may or may not be impacted.
6. Take back Sanitation Services by increasing customer charges **significantly** to purchase Sanitation trucks and equipment, thus increasing staffing costs and operations and maintenance. We would have to bundle and finance the equipment and trucks to prevent the expense from hitting in one year. Sanitation containers would need to be purchased. Previously, the town was charging \$27.00 per month for this service, in comparison to our current rate of \$17.33 (with RAD collecting and Town billing).
7. Outsourcing the Sanitation Service to a contracted entity, thus removing the Town of Florence out of the Sanitation operations and maintenance. The Town would collect a Franchise Fee only and terminate its Sanitation service, selling off all equipment and closing the fund. Customer service may or may not be impacted. This would also eliminate the option for rent-a-truck and transfer station services, as these services are currently supported through the administrative fee that is included in the \$17.33 monthly rate.

If Town Council decides to continue with Sanitation Services as is, it is requested that The Sanitation Rate Study be adopted and that the Town follow State Statute to provide public notice of intent to increase rates and fees.

A VOTE OF NO WOULD MEAN:

Rates and fees would not be accepted nor implemented.

A VOTE OF YES WOULD MEAN:

That the Town will proceed with a request for increase in rates by giving proper notification, holding a public meeting and adopting the Sanitation Rate Study and new rates.

FINANCIAL IMPACT:

Incremental increases beginning May 1, 2020 at \$.75 per month, and an additional \$1.00 per month in April 2021, \$.92 per month in April 2022, and \$.50 per month in April 2023. All commercial/institutional/multi-family increases would be billed at 10% above RAD costs, as provided by contract.

ATTACHMENTS:

Sanitation Rate Study, Notice of Intent to Increase Rates and Fees Sanitation Timeline.



2020 Solid Waste Rate Review Report



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I Introduction

In December of 2019, the Town of Florence (Town) retained the services of Circonomy Solutions, LLC (CS) to complete a rate design study of the Town's residential refuse collection operations (Study). The Town provides all solid waste services, including garbage, recycling and bulk collection, for residential customers through contracted private service providers

The CS team met with Town staff to initiate the study on December 13, 2019. The meeting served as a forum to confirm the scope and schedule and discuss additional data collection.

- Scope

The purpose of this Study was to determine the total cost of providing solid waste services and design rates to safeguard the financial integrity of the program. The total cost of providing services includes costs associated with operations and capital outlays.

This report provides a discussion of the methodology utilized to conduct the analysis, the cost of providing services and recommended rates to be adopted for solid waste services.

- Schedule

- Draft Report due January 17, 2020
- Final Report and Presentation due February 7, 2020
- Present to Council February 18, 2020

- Data Collection

The Town provided detailed historical data and background information on operations and practices. The information included the following:

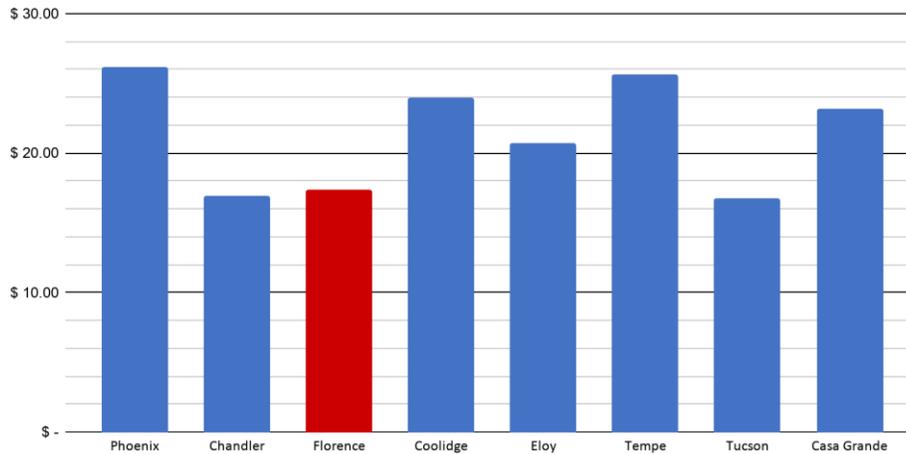
- Detailed financial reports and budgets
- Solid waste policies and ordinances
- Solid waste quantity reports
- Solid waste Contracts
- Operational and productivity data for the landfill, residential collections, and special collections

In evaluating solid waste rates, the Town's key concerns were: (1) eliminating the annual deficit, (2) ensuring that rates annually contribute enough to meet the minimum operations reserve balance, or at least meet this objective by the end of five years ending in FY 2025.

II Program Attributes and Performance

The Town strives to promote high quality solid waste, recycling, bulk collection and other services. Figure 1 compares the Town rates to other cities.

Figure 1
Solid Waste Fee Comparison



In comparing the rates with other cities, as shown in Figure 1, the Town is on the lower scale.

The solid waste rate of \$17.33 covers a variety of services to the residents of the Town of Florence. Those services include:

A. Garbage

Residential refuse services provided by Right Away Disposal (RAD) include once weekly residential garbage collection services via fully-automated collection vehicles with a combination of 96-gallon and 300-gallon carts. For FY20, RAD is projected to service approximately 3700-5000 units per week. The number of units varies with the influx of winter residents starting in November. The Town will remain the point of contact for its residents and will manage the billing responsibilities. Florence residents living in Anthem are serviced on Thursdays and all other residents are serviced on Mondays.

B. Recycling

The Town offers its residents once a week service through its contract with RAD, utilizing the same equipment as the garbage service. The number of units also fluctuate during the year. Recyclables are picked up once a week on the same day as the trash. For Florence residents living in Anthem, recycling containers are emptied every Thursday. For all other residents, recycling containers are emptied every Monday.

C. Bulk Trash

Bulk Trash is provided at no additional charge to the Town's residents. These are materials that don't otherwise fit in the containers provided. Residents must call ahead to schedule the pick-up of their bulk trash at least 24 hours in advance of the scheduled pick-up. Bulk trash is picked up on the same day every month. For Florence residents living in Anthem, bulk trash is picked up on the 2nd Wednesday of each month. For all other Town of Florence residents, bulk trash is picked up on the 1st Wednesday of each month.

D. Transfer Station Services

Town residents with active trash accounts can now dispose of bulk waste at the local Ironwood Landfill (Transfer Station) free of charge. A copy of the most recent trash bill and a Driver's License is required to dump. Residents can dump up to 5 tons per month.

E. Equipment Rental

Residents can also rent a truck from the Town of Florence for a \$95 fee. The truck is typically parked on a resident's property on Friday and collected on Monday. Residents can fill the back/container with material, and the Town would pay the dump fees associated with the truck.

F. Current Solid Waste Rates

Table 1
FY20 Rates

Code	Type	FY20
800	RAD Residential (1-week pick-up)	\$ 17.33
801	RAD 95 gallon (2-week pick-up)	\$ 17.33
803	RAD Residential (1-week pick-up) ADOC	\$ 13.17
805	RAD Additional Container -1 week pick up	\$ 5.00
810	RAD Institutional 2 Cubic Yard (1 week)	\$ 45.10
815	RAD Institutional 2 Cubic Yard (2 week)	\$ 71.50
820	RAD Institutional 3 Cubic Yard (1 week)	\$ 49.50
825	RAD Institutional 3 Cubic Yard (2 week)	\$ 93.50
830	RAD Institutional 4 Cubic Yard (1 week)	\$ 55.00
835	RAD Institutional 4 Cubic Yard (2 week)	\$ 104.50
840	RAD Institutional 6 Cubic Yard (1 week)	\$ 77.00
841	RAD RECYCLE 6 CY 1 X WEEK	\$ 33.00
842	RAD RECYCLE 4 CY 1 X WEEK	\$ 33.00
845	RAD Institutional 6 Cubic Yard (2 week)	\$ 143.00
850	RAD Institutional 8 Cubic Yard (1 week)	\$ 100.10
855	RAD Institutional 8 Cubic Yard (2 week)	\$ 191.50

III. Rate Review Process

A. Review of Hauler Contract Agreement

The Town entered into a 5-year contract with Right Away Disposal on July 01, 2013, with five one-year extensions for Solid Waste Services, Recycling Services and Bulk Trash Services.

The financial terms of the Town's Agreement appear to be standard to the industry. Section 13.7 of the Town's Agreement includes provisions for adjusting service charges according to changes in the CPI of two indices, 85% of which will be the Consumer Price Index - All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally

Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI") and 15 % of which will be the Diesel Fuel price index by the United States Department of Energy (the "DOE"). The Diesel Fuel adjustment shall be based on the most recent price as of July 1st of the then-current year as compared to the same price as calculated one year ago for Diesel Fuel (cents per Gallon), for the Phoenix-Mesa Metropolitan Area, which is a typical price adjustment measure in the solid waste industry.

B. Development of the Test Year

The revenue requirement is defined as the amount of revenue required to recover all costs associated with O&M, debt service and cash financed capital outlays. In developing the revenue requirement for solid waste services, CS used the fiscal year (FY) 2021 Projected operating budget as the basis for the "Test Year". CS worked with Town staff to compare the previous year's budget and adjust to ensure that the "Test Year" would reflect expenses that occur on a regular basis.

The FY 2021 projected budget was compared to actuals from FY 2017 through FY 2020. Through this comparison, and with input from Town staff, CS adjusted to ensure that the "Test Year" would reflect expenses that occur on a regular basis.

Table 2
FY21 Test Year

053-571-101	Salaries and Wages	\$21,310.00
053-571-103	Overtime	\$0.00
053-571-105	Holiday Pay	\$0.00
053-571-106	Stand By	\$0.00
053-571-110	Car Allowance	\$240.00
053-571-111	AZ Retirement Contributions	\$2,580.00
053-571-121	FICA - Employer's Portion	\$1,650.00
053-571-123	Worker's Compensation	\$220.00
053-571-124	Health, Accident & Life Insurance	\$10,250.00
053-571-201	Telephone	\$574.00
053-571-203	Reproduction/Printing	\$1,800.00
053-571-206	Liability Insurance	\$22,000.00
053-571-207	Service Contracts	\$180.00
053-571-209	Vehicle Repair & Maintenance	\$1,200.00
053-571-217	Professional Services	\$842,966.15
053-571-228	Admin Fee	\$30,200.00
053-571-230	Landfill Charges	\$50,887.00
053-571-301	Office Supplies	\$800.00
053-571-304	Uniform Allowance	\$750.00
053-571-306	Fuel - Oil	\$1,500.00
053-571-312	Safety Equipment	\$300.00

053-571-403	Training and Development	\$600.00
053-590-910	TO GENERAL FUND	\$82,000.00
	Total Expenses	\$1,072,007.15

C. Capital Program

Since the Town outsourced the solid waste collection and disposal services, the Capital program is minimal. However, they have started the design of a \$300k Eco Station in FY20 and hope to start construction FY21. They are also setting aside funding for capital equipment of \$100k and \$500k funding for a transfer station in collaboration with other cities in the region.

D. Determination of Billing Units

The determination of the billing units was provided by the Town staff. CS reviewed the information and adjusted based on the actuals for the first four months in FY20. Table 3 shows the adjusted forecast through FY30.

Table 3
Billing Unit Forecast

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
FY19	3,530	3,561	3,640	3,958	4,322	4,417	4,494	4,556	4,608	4,553	4,054	3,813	49,506
FY20	3,739	3,767	3,917	4,166	4,539	4,650	4,763	4,843	4,888	4,765	4,229	4,015	52,282
FY21	3,832	3,867	3,979	4,374	4,766	4,883	5,001	5,085	5,132	5,004	4,441	4,215	54,579
FY22	4,023	4,061	4,177	4,593	5,004	5,127	5,251	5,340	5,389	5,254	4,663	4,426	57,308
FY23	4,224	4,264	4,386	4,822	5,255	5,383	5,514	5,607	5,658	5,516	4,896	4,647	60,173
FY24	4,436	4,477	4,606	5,064	5,517	5,652	5,789	5,887	5,941	5,792	5,141	4,880	63,182
FY25	4,657	4,701	4,836	5,317	5,793	5,935	6,079	6,181	6,238	6,082	5,398	5,124	66,341
FY26	4,890	4,936	5,078	5,583	6,083	6,232	6,383	6,491	6,550	6,386	5,668	5,380	69,658
FY27	5,135	5,183	5,332	5,862	6,387	6,543	6,702	6,815	6,878	6,705	5,951	5,649	73,141
FY28	5,391	5,442	5,598	6,155	6,706	6,871	7,037	7,156	7,221	7,041	6,249	5,931	76,798
FY29	5,661	5,714	5,878	6,463	7,042	7,214	7,389	7,514	7,583	7,393	6,561	6,228	80,638
FY30	5,944	6,000	6,172	6,786	7,394	7,575	7,758	7,889	7,962	7,762	6,889	6,539	84,670

E. Application of Inflation Adjustments

The Town's residential solid waste, recycling and bulk trash rates are designed to be forward looking. This means that the rates need to be designed with the intention of providing the necessary revenue to cover the costs of the contractor providing the above services and administration and overhead costs. Also, the revenue should be enough for an ending fund balance equal to 2 months of expenses.

CS worked with staff to identify the inflationary adjustments that will be used to project the costs associated with the Solid Waste program.

Table 4
Inflationary Adjustments

Expense	Increase
Salaries & Wages	4%
Pensions	4%
Health Insurance	6%
Liability Insurance	3%
Disposal	3%
Professional Fees	1.36%- 4%
Other Charges	3%
Admin Fee	4%
General Fund	4%

F. Development of the Projected Solid Waste Expenses

The projected annual operational expense was developed working with the Town to project the changes in costs due to new customers, inflation, salary changes, new equipment, capital and debt services. Table 5 projects the annual expenses that the Town can expect to incur.

Table 5
Solid Waste Expenses

	FY20	FY21	FY22	FY23	FY24	FY25-FY30
Projected Expenses	\$1,394,874	\$1,222,007	\$1,299,106	\$1,542,176	\$1,344,284	\$10,587,440

G. Revenue Projections from Current Rates

CS developed projections concerning the annual amount of revenue that the Town would generate from current rates. These projections are based on the number of billing units in Table 3. Table 6 projects the total annual revenue the Town could expect to generate from current rates from the forecasted billing units shown in Table 3.

Table 6
Projected Revenue

	FY20	FY21	FY22	FY23	FY24	FY25-30
Projected Revenue	\$992,289	\$1,050,207	\$1,093,395	\$1,136,920	\$1,186,898	\$8,366,562

H. Ending Fund Balance

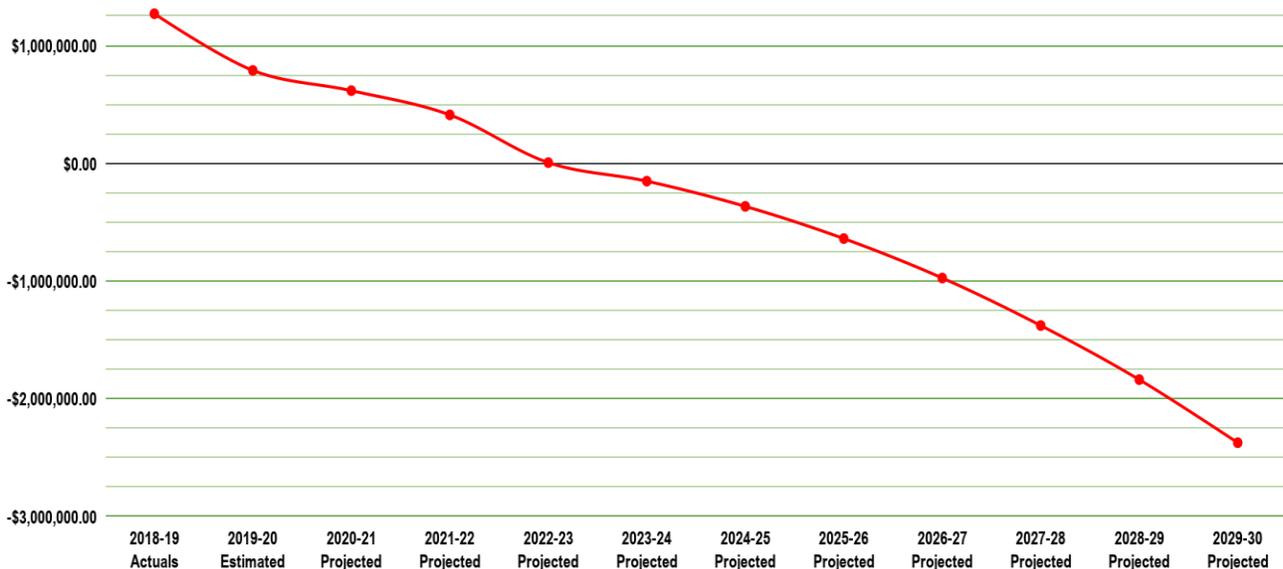
As shown in Table 7, the current fee will not be enough to recover the projected expenses and the minimum fund balance of two months' worth of operational expenses.

Table 7
Ending Fund Balance

	FY20	FY21	FY22	FY23	FY24	FY25-FY30
Over/(Under)	\$788,373	\$616,573	\$410,862	\$5,607	(\$151,779)	(\$2,372,657)

As shown in Figure 2, the ending fund balance for the Solid Waste program will be depleted by FY23 if rates stay at the current \$17.33 per month

Figure 2
Ending Fund Balance (no rate increase)



IV. Proposed Solid Waste Rates

The Town's long-term financial needs were summarized in a 10-year financial plan that forecasts the amount of revenue needed to cover operating expenses, capital, reserves, and other obligations. This plan is based on the utility's current operating budget, customer statistics and related information.

The basic objectives of the financial plan were:

- Meeting Operations Costs: The solid waste utility must generate enough revenue to cover the expenses of solid waste operations, including RAD's contracted services. For FY20, the revenue requirement is approximately \$1.4 million.
- Maintaining Adequate Reserve Funds: The solid waste utility at the beginning of FY19 has a healthy reserve fund balance of about \$1.27 million. However, without rate

increases, this balance will fall to less than the recommended minimum reserve target of 2 months of operating expenses by the end of FY23.

The proposed rates provided in this section are based on three options;

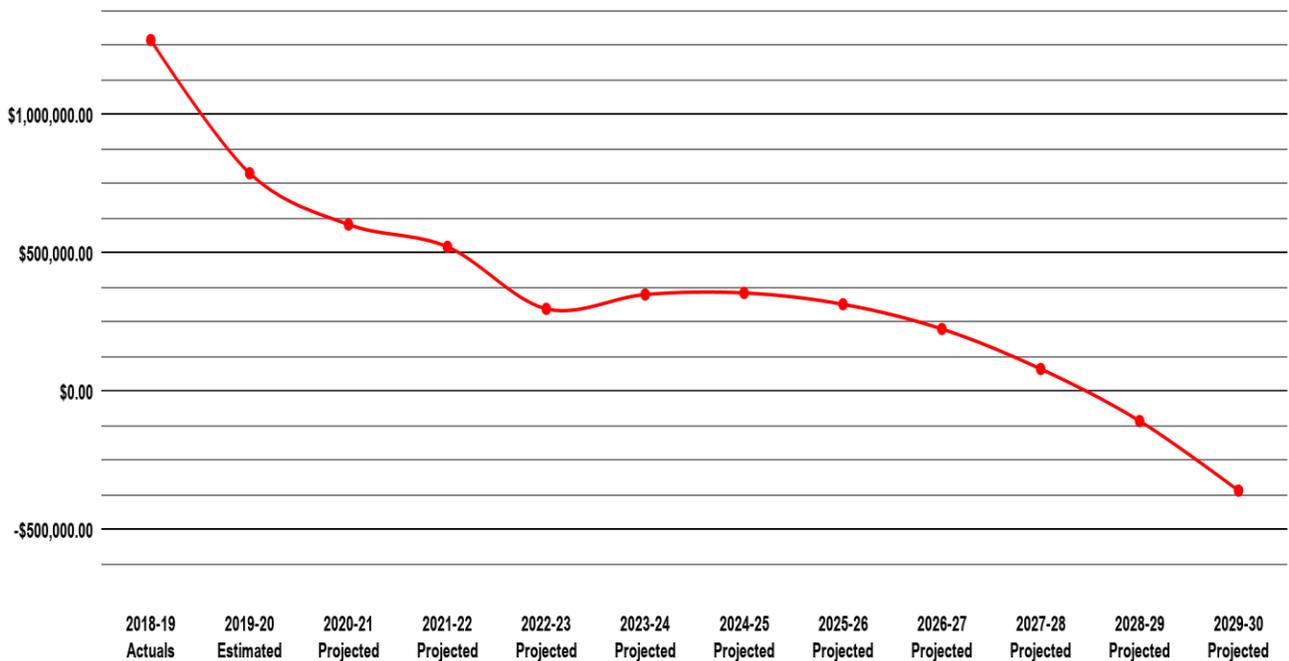
- Option 1 - The Town can continue to leave rates at the current rate of \$17.33. However, within three years the General-Purpose Fund will need to supplement the program every year. The Town will need to set aside approximately \$2.4 million over the ten-year period.
- Option 2 - Table 8 shows the proposed rates assuming the Town would continue to fund all services including all Capital Improvement Program and Capital Equipment with cash.

Table 8
Proposed Rates

	FY20	FY21	FY22	FY23	FY24	FY25-FY30
Proposed Rates	\$18.08	\$19.08	\$20.00	\$20.5	\$20.5	\$20.5

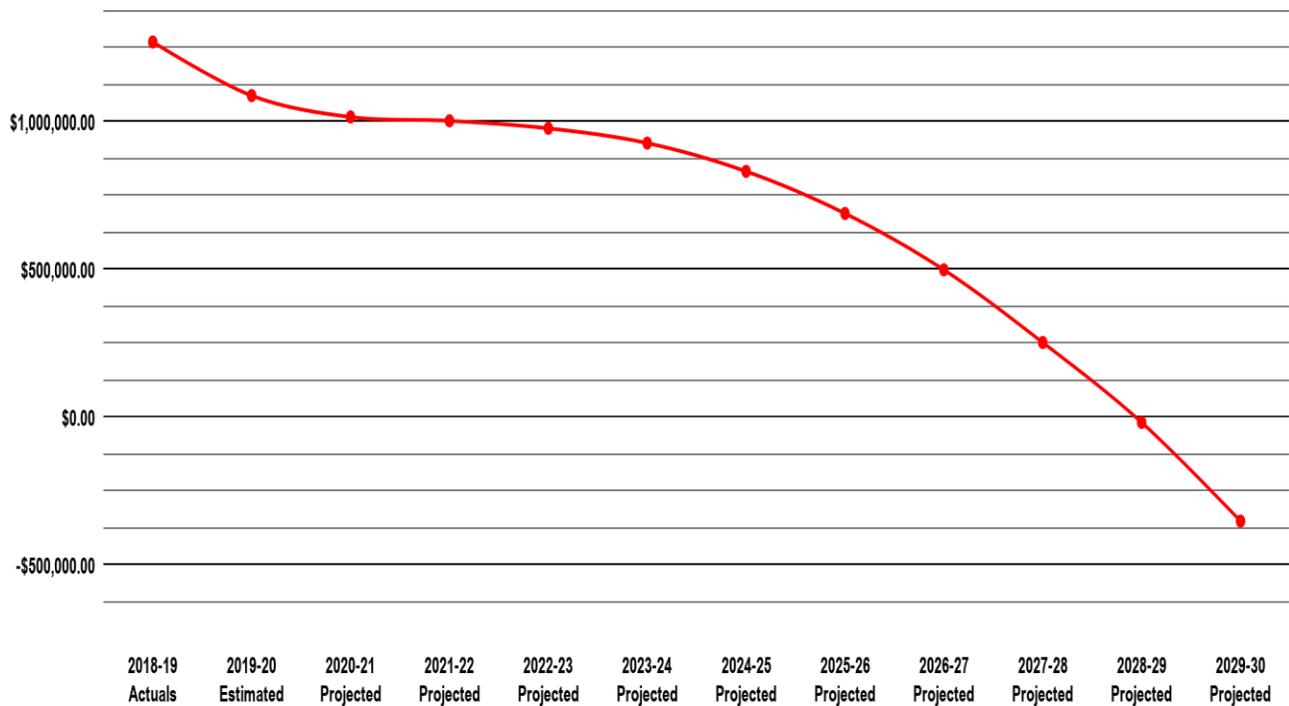
Based on the proposed rates for Option 2, Figure 3 shows the projected ending fund balance.

Figure 3
Ending Fund Balance (Cash Fund)



- Option 3 - Using the same proposed rates as shown in Table 8 and assuming the Town would debt fund the capital improvement program and capital equipment, Figure 4 shows the projected ending fund balance.

Figure 4
Ending Fund Balance (Debt Funding)



V. Recommendations

- Increase Residential Fees to the following:
 - FY20 - \$18.08
 - FY21 - \$19.08
 - FY22 - \$20.00
 - FY23 - \$20.50
- Recommend the Town maintain an ending fund balance equal to two months of operational expense
- Increase Residential Fee for ADOC equal to Residential Fee
- Increase second container to half of Residential Fee
- Increase Commercial Fee 10% above RAD costs
- Review Fee Forecast yearly
- Recommend the Town consider debt funding Capital Equipment and CIP projects.
- The RAD contract with expire by 7/1/2023. Town will need to start procurement process by January '22 so the contractor will have time to procure equipment for a start date of July '23.

Notice of Intention to Increase Sanitation Rates and Fees



The Town of Florence is notifying citizens of its intention to Increase Sanitation Rates and Fees. A Public Hearing will be held to receive citizens comments on April 20, 2020, at 775 N. Main Street, Florence, AZ 85132, in the Town Council Chambers at 6:00 P.M.

Description	TOF Current Rate	TOF Recommended New Rate	TOF Rate Increase \$	TOF Rate Increase %
Residential (1 pick-up per week)	\$ 17.33	\$ 18.10	0.77	4.3%
ADOC Residential (1 pick-up per week)	\$ 13.17	\$ 18.10	4.93	37.3%
Residential Additional Container (1 pick-up per week)	\$ 5.00	\$ 9.05	4.05	80.8%
Institutional 2 Cubic Yard (2 pick-ups per week)	\$ 71.50	\$ 76.10	4.60	6.4%
Institutional 3 Cubic Yard (1 pick-up per week)	\$ 49.50	\$ 52.70	3.20	6.4%
Institutional 3 Cubic Yard (2 pick-ups per week)	\$ 93.50	\$ 99.50	6.00	6.4%
Institutional 4 Cubic Yard (1 pick-up per week)	\$ 55.00	\$ 58.55	3.55	6.4%
Institutional 4 Cubic Yard (2 pick-ups per week)	\$ 104.50	\$ 111.25	6.75	6.4%
Institutional 6 Cubic Yard (1 pick-up per week)	\$ 77.00	\$ 81.95	4.95	6.4%
Institutional Recycle 6 Cubic Yard (1 pick-up per week)	\$ 33.00	\$ 35.15	2.15	6.4%
Institutional 6 Cubic Yard (2 pick-ups per week)	\$ 143.00	\$ 152.20	9.20	6.4%
Institutional 8 Cubic Yard (1 pick-up per week)	\$ 100.10	\$ 106.55	6.45	6.4%
Institutional 8 Cubic Yard (2 pick-ups per week)	\$ 191.50	\$ 203.70	12.20	6.4%

*****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.**

Sanitation Rate Increase

January 10, 2020

Delivered report to office of the Town Clerk

February 3, 2020

Present Sanitation Rate Study to Town Council

Request to Accept Rate Study

Authorize staff to Post Notice of Intention to Increase Sanitation Rates and Fees

Set time of Public Hearing to receive citizens comments

(If the municipality proposes to increase the rate of an existing tax or fee on a business, provide written notice of the proposed increase, the schedule of the proposed increased tax or fee and the written report or data that supports the proposed increased tax or fee on the home page of the municipality's website at least sixty days before the date the proposed new rate is approved or disapproved by the governing body of the municipality. ARS 9-499.15 -3.)

(Prepare a notice of intent to establish or increase taxes, assessments or fees including assessments pursuant to section 48-572, subsection B, paragraph 1. The notice of intent shall include the date, time and place of the meeting of the governing body of the municipality in which the proposed new or increased tax or fee will be considered and a statement that a schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee is available on the municipality's website. The notice of intent shall be posted on the municipality's website at least fifteen days before the date the proposed new or increased tax or fee will be approved or disapproved by the governing body of the municipality. If the municipality uses social media or other electronic communication tools, the notice of intent shall be distributed through the municipality's social media accounts or other electronic communication tools. ARS 9-499 1.5-4)

February 4, 2020

Post Rate Study and Intention to Increase Rates and Fees on Town website

Include on the March 1 Utility bills, the Notice of Intention to increase

March 1, 2020

Notification on Utility Bills

March 19, 26, 2020

Ran ad in newspaper

April 20, 2019

Public Hearing on increase of Sanitation Rates and Fees

Accept Sanitation Rate Study and adopt rates and fees

May 1, 2020

Implement Rates and Fees

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: April 20, 2020 DEPARTMENT: Council STAFF PRESENTER: Tara Walter, Mayor SUBJECT: National Library Week Proclamation		<input 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 checked="" 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"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim April 19-25, 2020 as National Library Week.

BACKGROUND/DISCUSSION:

National Library Week is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. All types of libraries - school, public, academic and special - participate. This year, National Library Week will be observed April 19-25, 2020 with the theme, "Find Your Place at the Library."

Every April, National Library Week recognizes the enormous value we receive from our libraries every day. Not only do libraries provide us with books to read, but they are valuable tools and resources. They are continually changing to meet the demands of today's technology and ever-expanding volumes of knowledge. Libraries and those who coordinate the effort to keep them up to date have been challenged to provide a wide range of media, and they have met the need.

The American Library Association in conjunction with the Advertising Council founded the first National Library Week in 1958.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Proclamation

Proclamation

NATIONAL LIBRARY WEEK APRIL 19-25, 2020

WHEREAS, today's libraries are less about what they have on the shelves and more about what they can do with and for their communities; and libraries have long served as trusted and treasured institutions where people of all ages, interests and backgrounds can come together and learn alongside one another; and

WHEREAS, libraries of all types are at the heart of their cities, towns, schools and campuses; and libraries offer members of the community a welcoming space and opportunities to explore new passions through technology, programs and services; and

WHEREAS, libraries and librarians help patrons find tools to help improve the quality of their life; and promote the free exchange of information and ideas for all, are cornerstones of democracy; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve; and

WHEREAS, libraries and librarians work to create an equitable society by providing free access to accurate information to all people; and

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational programming that transform lives and strengthen communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I *Tara Walter* do hereby proclaim April 19 – 25, 2020 as National Library Week. During this time, I encourage all residents to visit the library and explore what's new at your library and engage with your librarian. Because of you and our library leaders, Libraries Transform.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of April 2020.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6c.
MEETING DATE: April 20, 2020 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: 2020 Fair Housing Proclamation		<input 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 checked="" 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"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim April 2020 as Fair Housing Month.

BACKGROUND/DISCUSSION:

All recipients of Community Development Block Grant (CDBG) funds must certify they affirmatively further fair housing. Declaration of this proclamation is required each year for the Town of Florence to continue to receive CDBG funds.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

2020 Fair Housing Proclamation

Proclamation

FAIR HOUSING PROCLAMATION

WHEREAS, the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act and the Fair Housing Amendments Act of 1988, prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage service on the basis of: race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, the 1986 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, do hereby proclaim April as Fair Housing Month in the Town of Florence, and do hereby urge all residents of this community to comply with and show their support for the letter and spirit of the Fair Housing Acts.

Issued this 20th day of April 2020.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7a.

MEETING DATE: April 20, 2020

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas, P.E.
Public Works Director/Town Engineer

SUBJECT: Authorization to contract with The SJ Anderson Company

- 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 The SJ Anderson Company, to address occupant safety items related to egress including: minor modifications to existing doors, suppression systems, exit landing, exit lighting, secure access and extension of existing deck to the existing staircase, using the Gordian Job Order Contract (JOC) # ADSP017-174290 for an amount of \$54,969.75, plus a 15% contingency (\$8,245.46) for a total not to exceed of \$63,215.21.

BACKGROUND/DISCUSSION:

Suite 201 and the balcony area of the Silver King Marketplace require modifications to bring occupancy conditions into compliance. The primary components of this project are to extend the existing balcony around the north side to connect to the existing exterior staircase, in addition to addressing door widths and exit route lighting along the egress path. This project will take into consideration the secure access to the balcony during non-business hours, and also improve the exterior landing at the north door of Suite 102.

A VOTE OF NO WOULD MEAN:

A vote of no would affect the ability to lease Suite 201 and restrict public use of the balcony.

A VOTE OF YES WOULD MEAN:

A vote of yes would allow egress improvements, permitting the lease of Suite 201, and public access to the Silver King balcony.

FINANCIAL IMPACT:

\$54,969.75, plus a 15% contingency (\$8,245.46) for a total not to exceed \$63,215.21.

Services will be obtained following the Town’s Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Exhibit 1: Price Proposal Summary, using Gordian JOC #ADSP017-174290
- Exhibit 2: Executed Offer and Acceptance Form between The SJ Anderson Co. and the State of Arizona (Solicitation No. ADSP017-00007249)
- Exhibit 3: Current plan set for the Silver King
- Exhibit 4: Cooperative Contract between The SJ Anderson Co. and the Town of Florence



Statewide JOC Contract



www.eziqc.com

Job Order Contract Price Proposal Summary - CSI

Date: April 06, 2020
Contract Number: ADSPO17-174290-ez
Job Order Number: 20-Florence-0006.00
Job Order Title: Repair Fascia and Paint Building - Florence Town Hall
Proposal created by Contractor: The SJ Anderson Company
Proposal Value: \$50,977.32
Proposal Name: Repair Fascia and Paint Building - Florence Town Hall
Detailed Scope:

Scope of Work

- Repair a few stucco patches and cracks
- Paint entire exterior stucco
- Replace damage fascia
- Repair fascia from peeling paint, blistering, grain separation, etc.
- Paint fascia around entire exterior of building.
- Paint entire exterior soffits
- Paint exterior post and beams.

Includes all equipment, labor, and materials to be completed during business hours

Excludes painting of metals, MEP, landscaping, roofing, gutters, and any other work not listed within.

01 - General Requirements:	\$12,305.43
06 - Wood, Plastic, and Composites:	\$1,492.69
09 - Finishes:	\$37,179.20
Proposal Total	\$50,977.32

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: April 06, 2020
Contract Number: ADSP017-174290-ez
Job Order Number: 20-Florence-0006.00
Job Order Title: Repair Fascia and Paint Building - Florence Town Hall
Proposal created by Contractor: The SJ Anderson Company
Proposal Value: \$50,977.32
Proposal Name: Repair Fascia and Paint Building - Florence Town Hall
Adjustment Factor(s) Used: 1.0526-Option 3 - ez|QC Reimbursable Fee, 1.1889-Option 3 - State - Owner Funded - Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1,038.70
				Quantity Unit Price Factor Total Installation 986.79 x \$1.00 x 1.0526 = \$1,038.70	
				User Note: 2% Payment and Performance Bond	
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$598.94
				Quantity Unit Price Factor Total Installation 503.78 x \$1.00 x 1.1889 = \$598.94	
				User Note: 1% Builder's Risk Insurance	
3	01 22 16 00 0004		EA	Taxes The Contractor shall pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore. The base cost of the Taxes is \$1.00. The quantity used will adjust the base cost to the actual Taxes (e.g. quantity of 125 = \$125.00 Taxes). If there are multiple Taxes, each one shall be listed separately with a comment in the "note" block to identify the Taxes. A copy of each receipt shall be included with the Proposal.	\$3,218.66
				Quantity Unit Price Factor Total Installation 3,057.82 x \$1.00 x 1.0526 = \$3,218.66	
				User Note: Sales Tax	
4	01 22 23 00 0012		WK	80' Engine Powered, Telescoping Boom Man Lift With Platform	\$6,152.58
				Quantity Unit Price Factor Total Installation 2.00 x \$2,587.51 x 1.1889 = \$6,152.58	
				User Note: 1 Lift for 2 weeks to replace Fascia and Paint Exterior of Building.	

Price Proposal Detail - CSI Continues..

Job Order Number: 20-Florence-0006.00
 Job Order Title: Repair Fascia and Paint Building - Florence Town Hall

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
5	01 71 13 00 0003		EA	Standard Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$682.99
			Installation	Quantity 1.00 x Unit Price \$574.47 x Factor 1.1889 =	Total \$682.99
			User Note: Delivery and Pickup for Boom Lift		
6	01 71 13 00 0003	Mod	EA	For Distance >15 Miles From Project, Add Per Hour	\$167.72
			Installation	Quantity 1.00 x Unit Price \$141.07 x Factor 1.1889 =	Total \$167.72
7	01 74 19 00 0015		EA	20 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$445.84
			Installation	Quantity 1.00 x Unit Price \$375.00 x Factor 1.1889 =	Total \$445.84
			User Note: For Construction Debris		
Subtotal for 01 - General Requirements:					\$12,305.43
06 - Wood, Plastic, and Composites					
8	06 46 26 00 0002		LF	1" x 2" White Pine Cornices, All Dimensions Are Nominal	\$768.03
			Installation	Quantity 152.00 x Unit Price \$3.35 x Factor 1.1889 =	Total \$605.39
			Demolition	Quantity 152.00 x Unit Price \$0.90 x Factor 1.1889 =	Total \$162.64
			User Note: When replacing damaged fascia replace sub-fascia as well.		
9	06 46 29 00 0008		LF	2" x 8" Pine Fascia Board	\$724.66
			Installation	Quantity 152.00 x Unit Price \$2.91 x Factor 1.1889 =	Total \$525.87
			Demolition	Quantity 152.00 x Unit Price \$1.10 x Factor 1.1889 =	Total \$198.78
			User Note: Replace damaged fascia		
Subtotal for 06 - Wood, Plastic, and Composites:					\$1,492.69
09 - Finishes					
10	09 01 20 91 0009		LF	Up To 10', Chip, Clean And Repair Crack In Plaster/Stucco	\$371.89
			Installation	Quantity 40.00 x Unit Price \$7.82 x Factor 1.1889 =	Total \$371.89
			User Note: Repair 4 different cracks in the Stucco.		
11	09 01 20 91 0023		SF	Up To 10 SF, Chip, Clean And Repair Plaster/Stucco	\$851.25
			Installation	Quantity 50.00 x Unit Price \$14.32 x Factor 1.1889 =	Total \$851.25
			User Note: Patch 5 different location of Stucco		
12	09 91 13 00 0092		SF	Paint Exterior Stucco Walls, 1 Coat Primer, Sprayed	\$5,373.95
			Installation	Quantity 11,895.00 x Unit Price \$0.38 x Factor 1.1889 =	Total \$5,373.95
			User Note: North 3808 SF, South 3846 SF, East 2121 SF, and West 2121 SF		

Price Proposal Detail - CSI Continues..

Job Order Number: 20-Florence-0006.00
 Job Order Title: Repair Fascia and Paint Building - Florence Town Hall

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
09 - Finishes							
13	09 91 13 00 0092	Mod	SF	For Work >20', AddApplied only to work area above 20'.	\$364.66		
				Quantity	Unit Price	Factor	Total
			Installation	5,112.00 x	\$0.06 x	1.1889 =	\$364.66
14	09 91 13 00 0092	Mod	SF	For >10,000 To 20,000, Deduct	-\$848.52		
				Quantity	Unit Price	Factor	Total
			Installation	11,895.00 x	\$-0.06 x	1.1889 =	\$-848.52
15	09 91 13 00 0094		SF	Paint Exterior Stucco Walls, 2 Coats Paint, Sprayed	\$12,444.93		
				Quantity	Unit Price	Factor	Total
			Installation	11,895.00 x	\$0.88 x	1.1889 =	\$12,444.93
			User Note: North 3808 SF, South 3846 SF, East 2121 SF, and West 2121 SF				
16	09 91 13 00 0094	Mod	SF	For Work >20', AddApplied only to work area above 20'.	\$850.87		
				Quantity	Unit Price	Factor	Total
			Installation	5,112.00 x	\$0.14 x	1.1889 =	\$850.87
17	09 91 13 00 0094	Mod	SF	For >10,000 To 20,000, Deduct	-\$1,838.46		
				Quantity	Unit Price	Factor	Total
			Installation	11,895.00 x	\$-0.13 x	1.1889 =	\$-1,838.46
18	09 91 13 00 0165		SF	Paint Exterior Rough Wood Ceiling, 1 Coat Primer, Sprayed	\$4,195.47		
				Quantity	Unit Price	Factor	Total
			Installation	6,191.00 x	\$0.57 x	1.1889 =	\$4,195.47
			User Note: Paint Exterior Ceilings from Fascia to stuccoed wall. North 1213 SF, South 2102 SF, East 1438 SF, and West 1438 SF				
19	09 91 13 00 0165	Mod	SF	For >5,000 To 10,000, Deduct	-\$441.63		
				Quantity	Unit Price	Factor	Total
			Installation	6,191.00 x	\$-0.06 x	1.1889 =	\$-441.63
20	09 91 13 00 0167		SF	Paint Exterior Rough Wood Ceiling, 2 Coats Paint, Sprayed	\$8,317.34		
				Quantity	Unit Price	Factor	Total
			Installation	6,191.00 x	\$1.13 x	1.1889 =	\$8,317.34
			User Note: Paint Exterior Ceilings from Fascia to stuccoed wall. North 1213 SF, South 2102 SF, East 1438 SF, and West 1438 SF				
21	09 91 13 00 0167	Mod	SF	For >5,000 To 10,000, Deduct	-\$809.65		
				Quantity	Unit Price	Factor	Total
			Installation	6,191.00 x	\$-0.11 x	1.1889 =	\$-809.65
22	09 91 13 00 0301		LF	Paint Fascia Board, 1 Coat Primer, Brush/Roller Work	\$679.19		
				Quantity	Unit Price	Factor	Total
			Installation	1,544.00 x	\$0.37 x	1.1889 =	\$679.19
			User Note: North 351 LF, South 483 LF, East 355 LF, and West 355 LF				
23	09 91 13 00 0303		LF	Paint Fascia Board, 2 Coats Paint, Brush/Roller Work	\$1,156.47		
				Quantity	Unit Price	Factor	Total
			Installation	1,544.00 x	\$0.63 x	1.1889 =	\$1,156.47
			User Note: North 351 LF, South 483 LF, East 355 LF, and West 355 LF				
24	09 91 13 00 0472		SF	Paint Exterior Wood Trim, 1 Coat Primer, Brush/Roller Work	\$1,435.43		
				Quantity	Unit Price	Factor	Total
			Installation	2,156.00 x	\$0.56 x	1.1889 =	\$1,435.43
			User Note: 704 SF of Post and 1452 SF of Beams				

Price Proposal Detail - CSI Continues..

Job Order Number: 20-Florence-0006.00
 Job Order Title: Repair Fascia and Paint Building - Florence Town Hall

Rec#	CSI Number	Mod.	UOM	Description	Line Total											
09 - Finishes																
25	09 91 13 00 0474		SF	Paint Exterior Wood Trim, 2 Coats Paint, Brush/Roller Work	\$3,024.66											
			Installation	<table> <tr> <td>Quantity</td> <td>2,156.00</td> <td>x</td> <td>Unit Price</td> <td>\$1.18</td> <td>x</td> <td>Factor</td> <td>1.1889</td> <td>=</td> <td>Total</td> <td>\$3,024.66</td> </tr> </table>	Quantity	2,156.00	x	Unit Price	\$1.18	x	Factor	1.1889	=	Total	\$3,024.66	
Quantity	2,156.00	x	Unit Price	\$1.18	x	Factor	1.1889	=	Total	\$3,024.66						
		User Note: 704 SF of Post and 1452 SF of Beams														
26	09 91 43 00 0035		SF	Hand Scrape Wood Surface	\$302.88											
			Installation	<table> <tr> <td>Quantity</td> <td>772.00</td> <td>x</td> <td>Unit Price</td> <td>\$0.33</td> <td>x</td> <td>Factor</td> <td>1.1889</td> <td>=</td> <td>Total</td> <td>\$302.88</td> </tr> </table>	Quantity	772.00	x	Unit Price	\$0.33	x	Factor	1.1889	=	Total	\$302.88	
Quantity	772.00	x	Unit Price	\$0.33	x	Factor	1.1889	=	Total	\$302.88						
		User Note: Hand Scrape off peeling paint on Fascia														
27	09 91 43 00 0039		SF	Sanding Wood Trim	\$422.20											
			Installation	<table> <tr> <td>Quantity</td> <td>772.00</td> <td>x</td> <td>Unit Price</td> <td>\$0.46</td> <td>x</td> <td>Factor</td> <td>1.1889</td> <td>=</td> <td>Total</td> <td>\$422.20</td> </tr> </table>	Quantity	772.00	x	Unit Price	\$0.46	x	Factor	1.1889	=	Total	\$422.20	
Quantity	772.00	x	Unit Price	\$0.46	x	Factor	1.1889	=	Total	\$422.20						
		User Note: After Hand Scrape off peeling paint on Fascia, sand Smooth before painting.														
28	09 91 43 00 0051		SF	Flat Surfaces, Paint Removal, Strip To Bare Wood	\$1,326.27											
			Installation	<table> <tr> <td>Quantity</td> <td>386.00</td> <td>x</td> <td>Unit Price</td> <td>\$2.89</td> <td>x</td> <td>Factor</td> <td>1.1889</td> <td>=</td> <td>Total</td> <td>\$1,326.27</td> </tr> </table>	Quantity	386.00	x	Unit Price	\$2.89	x	Factor	1.1889	=	Total	\$1,326.27	
Quantity	386.00	x	Unit Price	\$2.89	x	Factor	1.1889	=	Total	\$1,326.27						
		User Note: Repair severe areas of fascia by striping to bare wood and patching before painting.														
Subtotal for 09 - Finishes:					\$37,179.20											
Proposal Total					\$50,977.32											

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals. PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: 0.00%

	<p align="center">Attachments</p> <p align="center">Solicitation No. ADSP017-00007249</p> <p align="center">Description: Statewide General Contractor Job Order Contracting</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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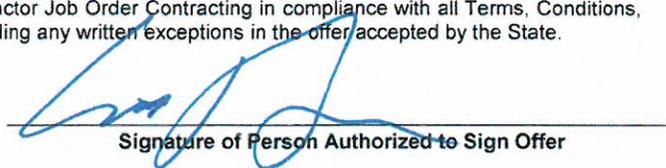
Attachment 1: Offer and Acceptance Form

OFFER TO STATE OF ARIZONA:

The Undersigned hereby offers and agrees to provide Statewide General Contractor Job Order Contracting in compliance with all Terms, Conditions, Best and Final Offer, Requirements, Amendments, et. al. in the Solicitation including any written exceptions in the offer accepted by the State.

The SJ Anderson Co.

Company Name



Signature of Person Authorized to Sign Offer

4064 E Presidio St.

Address

Scott Anderson- President

Printed Name and Title

Mesa, Arizona 85215

City | State | ZIP

Scott Anderson- President

Contact Name and Title

Click or tap here to enter text.

Web address

602-692-0112

Contact Phone and Email

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

1. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
2. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
3. The Offeror certifies compliance with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance.
4. The Offeror is not debarred from, or otherwise prohibited from participating in any contract awarded by any federal, state or local government.

ACCEPTANCE OF OFFER FOR STATE OF ARIZONA

The Offer is hereby accepted. The Contractor is now bound to sell the goods and perform the services under the attached Contract and based upon the Solicitation, including all Terms, Conditions, Best and Final Offer, Scope of Work/Specifications, Amendments, et. al., and the Contractor's Offer as accepted by the State of Arizona.

This Contract shall henceforth be referred to as Contract No. ADSP017-174290

The effective date of the Contract is 6/28/17

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Awarded this 28 day of June 20 17


Available online at: Procure.AZ.gov

Section Title: Attachments

Section Date: April 19, 2017

HISTORIC SILVER KING HOTEL CODE UPGRADES

440 NORTH MAIN STREET

FLORENCE, AZ

INDEX TO DRAWINGS

- A-1 ARCHITECTURAL SITE PLAN, INDEX TO DRAWINGS, PROJECT DATA, SYMBOLS LIST AND VICINITY MAP
- A-2 FIRST FLOOR PLAN AND DETAILS
- A-2.1 SECOND FLOOR PLAN
- A-3 EXTERIOR ELEVATIONS
- A-4 ARCHITECTURAL DETAILS
- S1.1 GENERAL STRUCTURAL NOTES AND STANDARD DETAILS
- S2.1 FOUNDATION AND FRAMING PLANS
- S3.1 FOUNDATION AND FRAMING DETAILS
- E-1 ELECTRICAL POWER PLAN
- E-2 ELECTRICAL LIGHTING PLAN
- E-3 PHOTOMETRIC SITE PLAN
- E-4 ELECTRICAL ONE-LINE DIAGRAM
- E-5 ELECTRICAL SYMBOLS AND SPECIFICATIONS

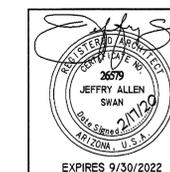


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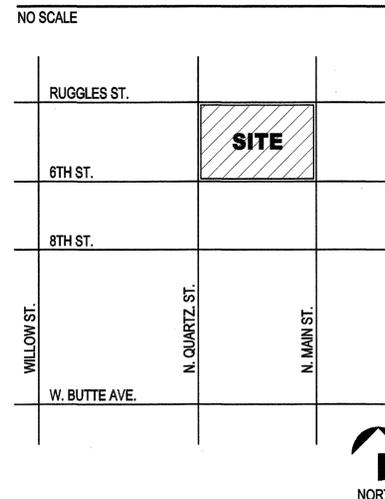
Tel: 602-264-3083
Fax: 602-274-7658



PROJECT DATA

- DESCRIPTION:**
- CONSTRUCT BALCONY EXTENSION ON NORTH SIDE OF BUILDING TO PROVIDE EXITING FROM THE STREET SIDE BALCONY WITHOUT RE-ENTERING THE BUILDING.
 - INSTALL EMERGENCY LIGHTING BELOW NORTH BALCONY ROOF
 - INSTALL LIGHTING TO ILLUMINATE NORTH EXIT BALCONY / STAIRWAY
 - INSTALL OFFSET HINGE AT EXTERIOR LOBBY DOOR TO MEET ADA GUIDELINES
 - INSTALL A TWO-WAY COMMUNICATION SYSTEM IN ELEVATOR LOBBY
- PARCEL:** 200-41-033
- LOT AREA:** 0.9 ACRES / 39,391 S.F.
- LEGAL DESCRIPTION:** 35 / 045 / 09E SECTION / TOWNSHIP / RANGE
- OWNER:** TOWN OF FLORENCE
775 W. MAIN ST.
FLORENCE, AZ 85232
- PROJECT MANAGER:** CHRISTOPHER SALAS
PUBLIC WORKS DIRECTOR / TOWN ENGINEER
PH: 520-866-7617
- ARCHITECT:** SWAN ARCHITECTS, INC.
833 N. 5TH AVENUE
PHOENIX, AZ 85003-1315
JEFFREY A. SWAN, AIA
TEL: 602-264-3083
- BUILDING CODES:** 2012 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL PLUMBING CODE
2012 INTERNATIONAL EXISTING BUILDING CODE
2017 NATIONAL ELECTRIC CODE
2015 ADA STANDARDS FOR ACCESSIBLE DESIGN
ICC ANSI A117.1 - 2009
2012 INTERNATIONAL FIRE CODE W/AMENDMENTS
- CONSTRUCTION TYPE:** V-B WITH A.F.E.S.
- OCCUPANCY GROUP:** FIRST FLOOR: M
SECOND FLOOR: M
BALCONY: A-3
- BUILDING AREA:** EXISTING FIRST FLOOR: 2,800 NET S.F.
EXISTING SECOND FLOOR: 2,800 NET S.F.
EXISTING BALCONY: 954 NET S.F.
NEW BALCONY EXTENSION: 80 NET S.F.
- OCCUPANT LOAD:** SECOND FLOOR
MERCANTILE: 2,230 S.F. / 60 = 38 OCCUPANTS
ASSEMBLY USE: 954 S.F. / 5 = 191 OCCUPANTS
TOTAL 2ND FLOOR OCCUPANT LOAD: 229 OCCUPANTS
- EXITS REQUIRED:** FIRST FLOOR: 2
SECOND FLOOR: 2

VICINITY MAP

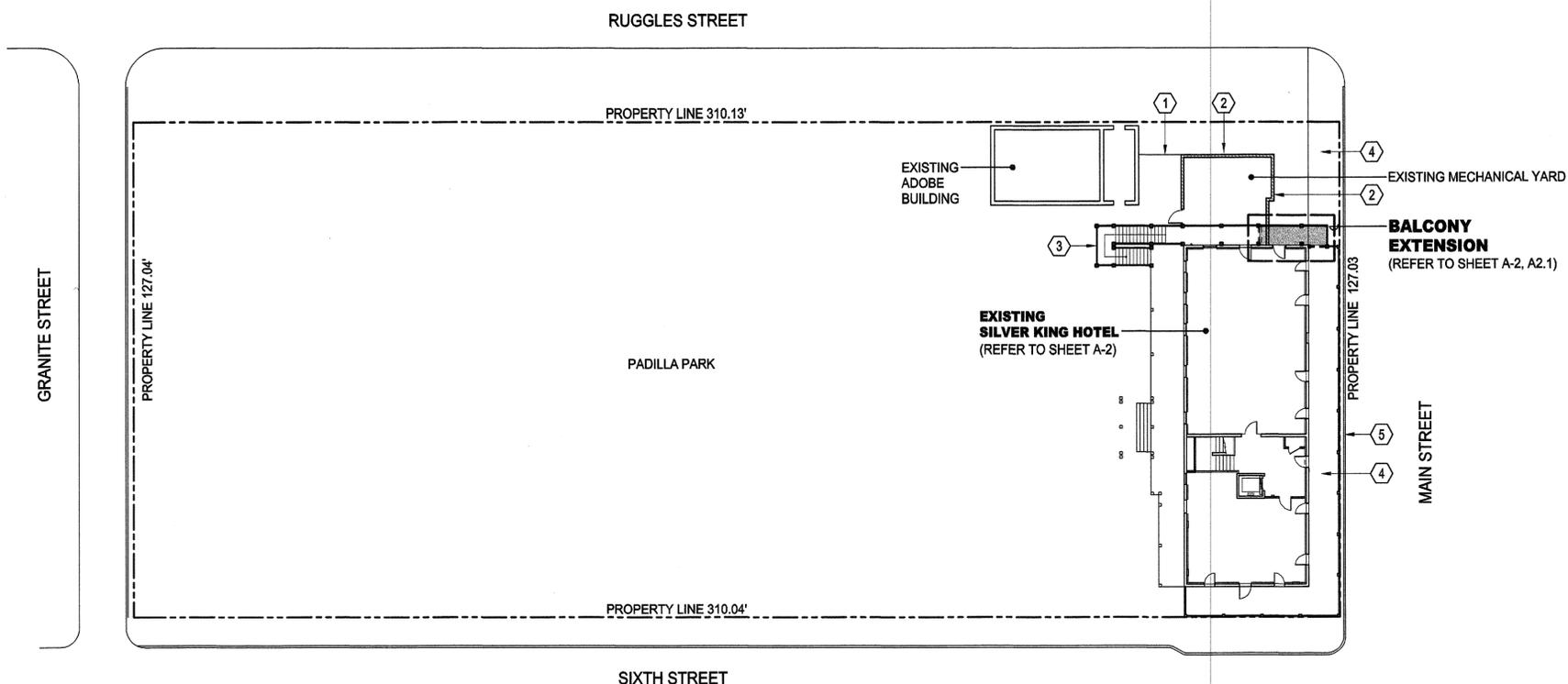


SYMBOLS LIST

- DETAIL NUMBER
SHEET NUMBER WHERE DETAIL APPEARS
- SECTION NUMBER
SHEET NUMBER WHERE SECTION APPEARS
- ELEVATION NUMBER
SHEET NUMBER WHERE ELEVATION APPEARS
- DIMENSION ABOVE FINISH FLOOR
- SPECIFIC DESCRIPTIVE NOTE NUMBER

SPECIFIC DESCRIPTIVE NOTES

1. EXISTING FENCE TO REMAIN.
2. EXISTING MASONRY SCREENWALL TO REMAIN.
3. EXISTING WOOD STAIR AND BALCONY TO REMAIN.
4. EXISTING SIDEWALK TO REMAIN.
5. EXISTING CURB TO REMAIN.



ARCHITECTURAL SITE PLAN

SCALE: 1:20

INDICATES NEW BALCONY EXTENSION

drawing: ARCHITECTURAL SITE PLAN, SHEET INDEX AND PROJECT DATA, SYMBOLS LIST AND VICINITY MAP

BUILDING CODE UPGRADES AT THE HISTORIC SILVER KING HOTEL 440 N. MAIN STREET FLORENCE, ARIZONA

project:
 date: February 2020
 drawn: J.A.S.
 checked: J.A.S.
 rev:

project number(s):

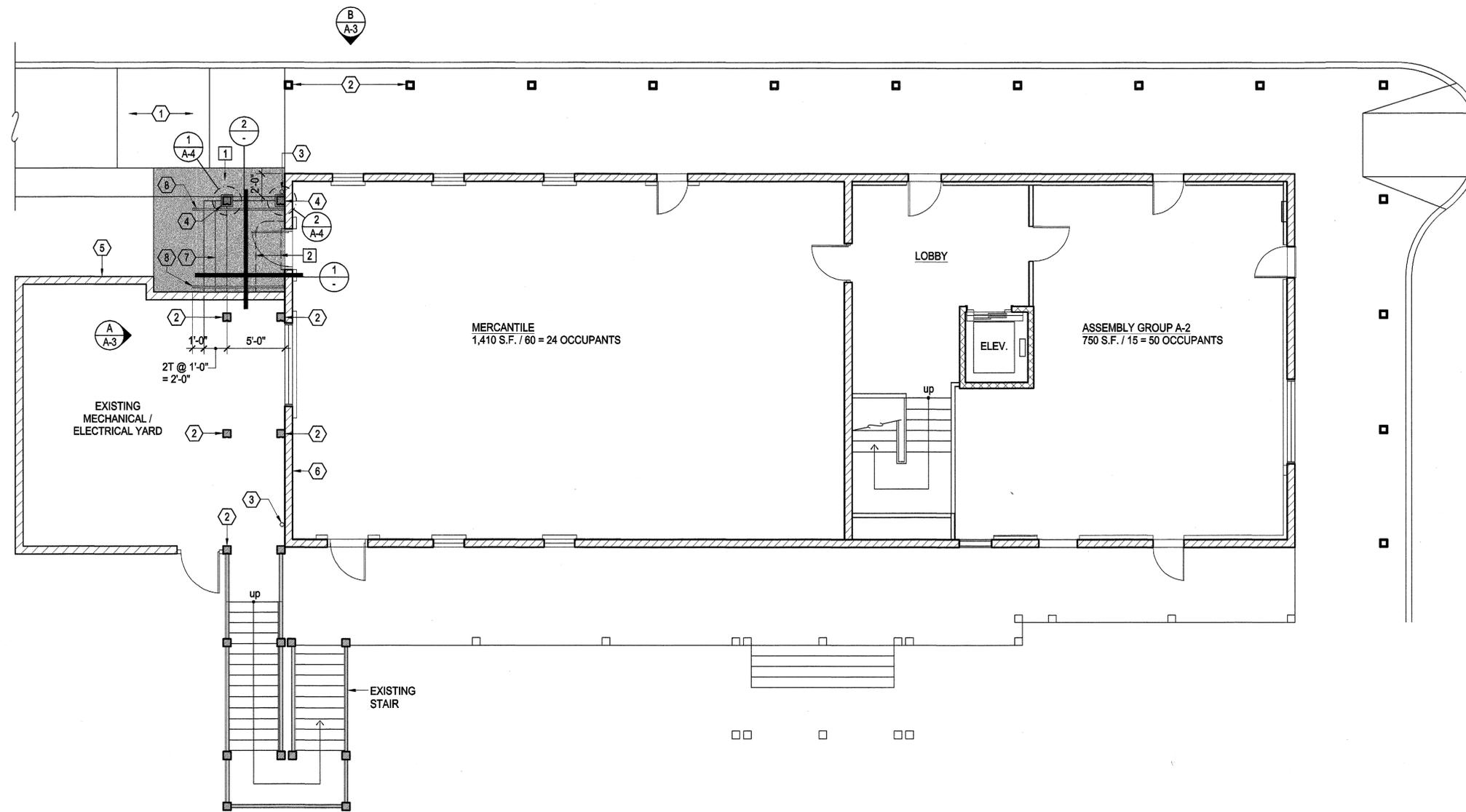
sheet:
A-1

SELECTIVE DEMOLITION NOTES

1. REMOVE CONCRETE SLAB AND RELATED ITEMS.
2. REMOVE CONCRETE STEPS AND RELATED ITEMS.

SPECIFIC DESCRIPTIVE NOTES

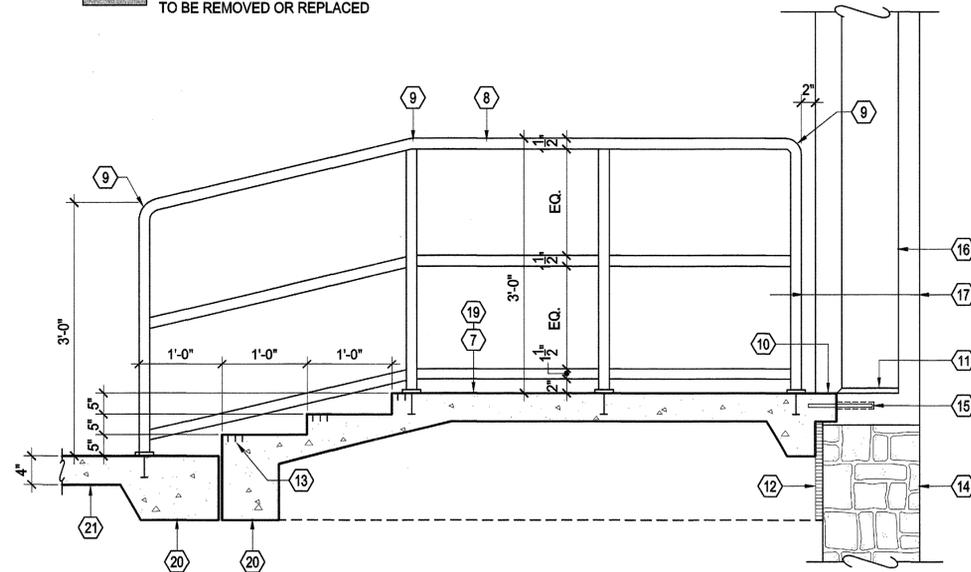
1. EXISTING CONCRETE SIDEWALK TO REMAIN.
2. EXISTING CONCRETE PIER/WOOD POST TO REMAIN.
3. REPLACE STEEL PIPE DRAIN LEADER. PROVIDE A GALVANIZED STEEL PIPE DRAIN LEADER TO MATCH EXISTING SIZE. PAINT TO MATCH EXISTING COLOR.
4. PROVIDE 12-INCH SQUARE CAST-IN-PLACE CONCRETE PIER AND FOOTING, REFER TO STRUCTURAL DRAWINGS.
5. EXISTING CMU SCREEN WALL TO REMAIN.
6. EXISTING BRICK WALL.
7. CONSTRUCT CONCRETE STAIR. REFER TO STRUCTURAL DRAWINGS.
8. PROVIDE 3'-0" HIGH, 1-1/2" DIAMETER STEEL PIPE HANDRAIL WITH PAINT FINISH. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO COMMENCING WORK.
9. CURVE STEEL PIPE AT CORNERS, TYPICAL.
10. PLACE TOP OF LANDING A MAXIMUM OF 1/4 INCH BELOW FINISH FLOOR.
11. NEW THRESHOLD AS REQUIRED.
12. PROVIDE COMPRESSIBLE MATERIAL BETWEEN NEW CONCRETE/FILL AND EXISTING STONE STEM AND/OR CELL.
13. SCORE NOSINGS (MINIMUM OR 3 PER NOSING), TYPICAL.
14. EXISTING STONE STEM WALL TO REMAIN. DO NOT DISTURB.
15. DOWEL CONCRETE SLAB INTO EXISTING CONCRETE OR STONE STEM.
16. EXISTING DOOR TO REMAIN.
17. EXISTING BRICK WALL TO REMAIN.
18. PROVIDE 8 X 8 WOOD POST.
19. PROVIDE 4-INCH-THICK CONCRETE LANDING OVER COMPACTED BASE COARSE. REFER TO STRUCTURAL DRAWINGS.
20. PROVIDE CONCRETE TURNDOWN.
21. PROVIDE 4" THICK CONCRETE SIDEWALK WITH LIGHT BROOM FINISH OVER COMPACTED BASE COARSE.
22. EXISTING GRADE.



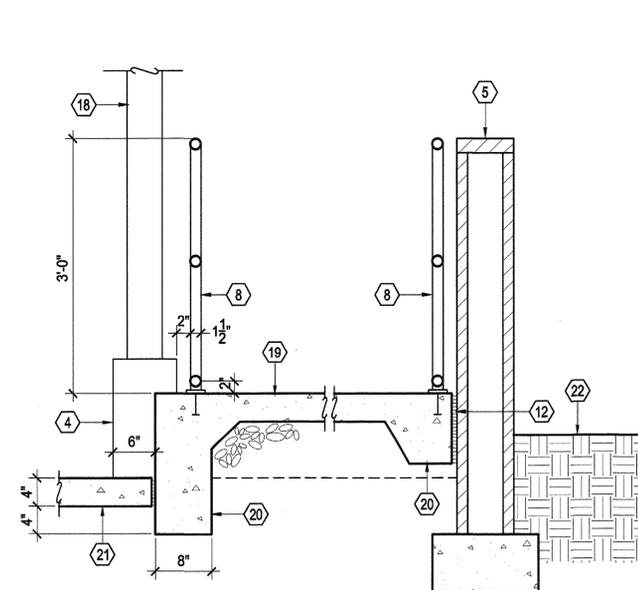
FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

INDICATES CONCRETE SLAB / STEPS TO BE REMOVED OR REPLACED



1 CONCRETE STAIR / HANDRAIL DETAIL
SCALE: 1" = 1'-0"



2 CONCRETE STAIR DETAIL
SCALE: 1" = 1'-0"



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drawing: FIRST FLOOR PLAN AND DETAILS

**BUILDING CODE UPGRADES AT THE
HISTORIC SILVER KING HOTEL
440 N. MAIN STREET
FLORENCE, ARIZONA**

project:

date: February 2020

drawn: J.A.S.

checked: J.A.S.

rev:

project number(s):

sheet:

A-2

SELECTIVE DEMOLITION NOTES

1. REMOVE AND SALVAGE GUARDRAIL.

SPECIFIC DESCRIPTIVE NOTES

1. PROVIDE 3'-6" HIGH GUARDRAIL TO MATCH EXISTING NORTH BALCONY GUARDRAIL. PAINT COLOR: RESEDA GREEN
2. PROVIDE DECORATIVE WOOD POST TO MATCH EXISTING NORTH BALCONY GUARDRAIL.
3. PROVIDE SIMULATED WOOD DECK AS MANUFACTURED BY TREX TO MATCH EXISTING. COLOR: TRANCENA HAVANA GOLD.
4. EXISTING DECORATIVE POST TO REMAIN.
5. EXISTING GUARDRAIL TO REMAIN.
6. EXISTING DOOR TO REMAIN.
7. PROVIDE 6x6 GUARDRAIL CORNER POST.
8. EXISTING BALCONY TO REMAIN.
9. REPLACE DRAIN LEADER. ROUTE THROUGH BALCONY.
10. EXISTING FENCE TO REMAIN.
11. EXISTING CMU SCREEN WALL TO REMAIN.
12. PROVIDE TWO-WAY COMMUNICATION SYSTEM WITH SIGNAGE COMPLYING WITH ADA GUIDELINES. REFER TO ELECTRICAL DRAWINGS.
13. REPLACE DOOR HINGE WITH HEAVY DUTY COMMERCIAL OFFSET TYPE (MATCH FINISH) TO CREATE A 2'-10" CLEAR OPENING IN ACCORDANCE WITH ADA GUIDELINES. REPLACE LOCKSET WITH MS1850S DEADBOLT AND 4550 ADAMS RITE LEVER. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO COMMENCING WORK.
14. INSTALL SIGNAGE ABOVE DOOR THAT STATES "DOOR TO REMAIN UNLOCKED WHILE BALCONY IS OCCUPIED".
15. PROVIDE +/-4'-0" WIDE X +/-4'-6" HIGH WROUGHT IRON GATE WITH PANIC / EXIT DEVICE, OUTSIDE LEVER / TRIM, SHIELD, STOP AND RELATED ITEMS.
16. CONTINUE 1" PICKETS / TUBES 4 INCHES ABOVE FRAME. ALIGN WITH DECORATIVE POST TOPS.
17. PROVIDE 1/4" STEEL PLATE WELDED TO 2" SQUARE POSTS AT EACH JAMB. ATTACH TO WOOD POST WITH (3) LAG BOLTS EACH SIDE.
18. PROVIDE STEEL PLATE SHIELD.
19. PROVIDE PANIC / EXIT DEVICE AS MANUFACTURED BY HOOVER COMPANY OR APPROVED EQUAL.
20. POST MAXIMUM OCCUPANT SIGN THAT STATES: "MAXIMUM OCCUPANCY 140 PERSONS".

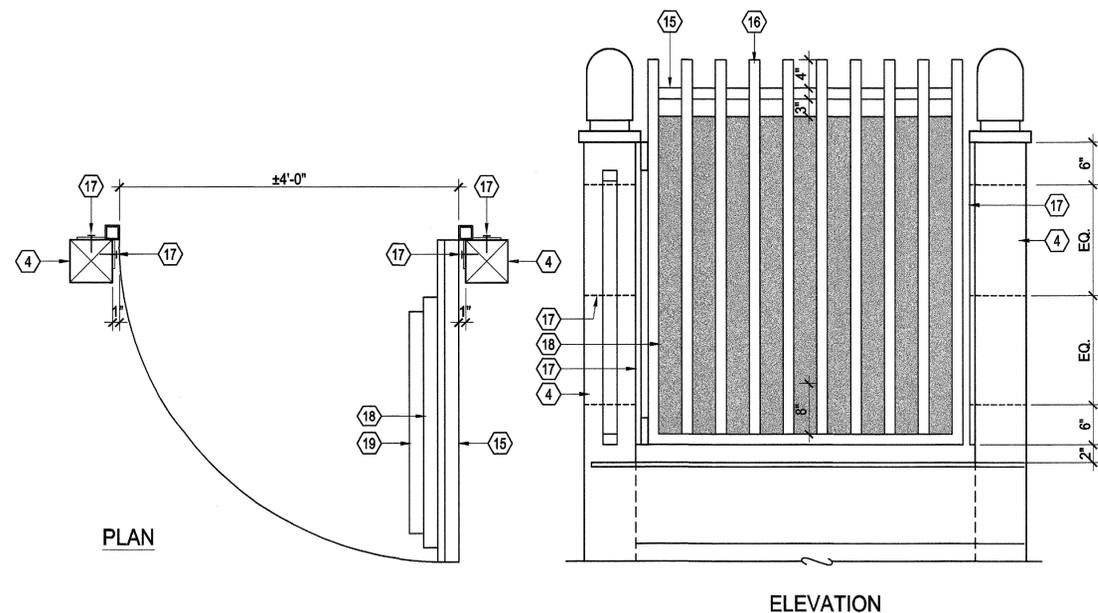
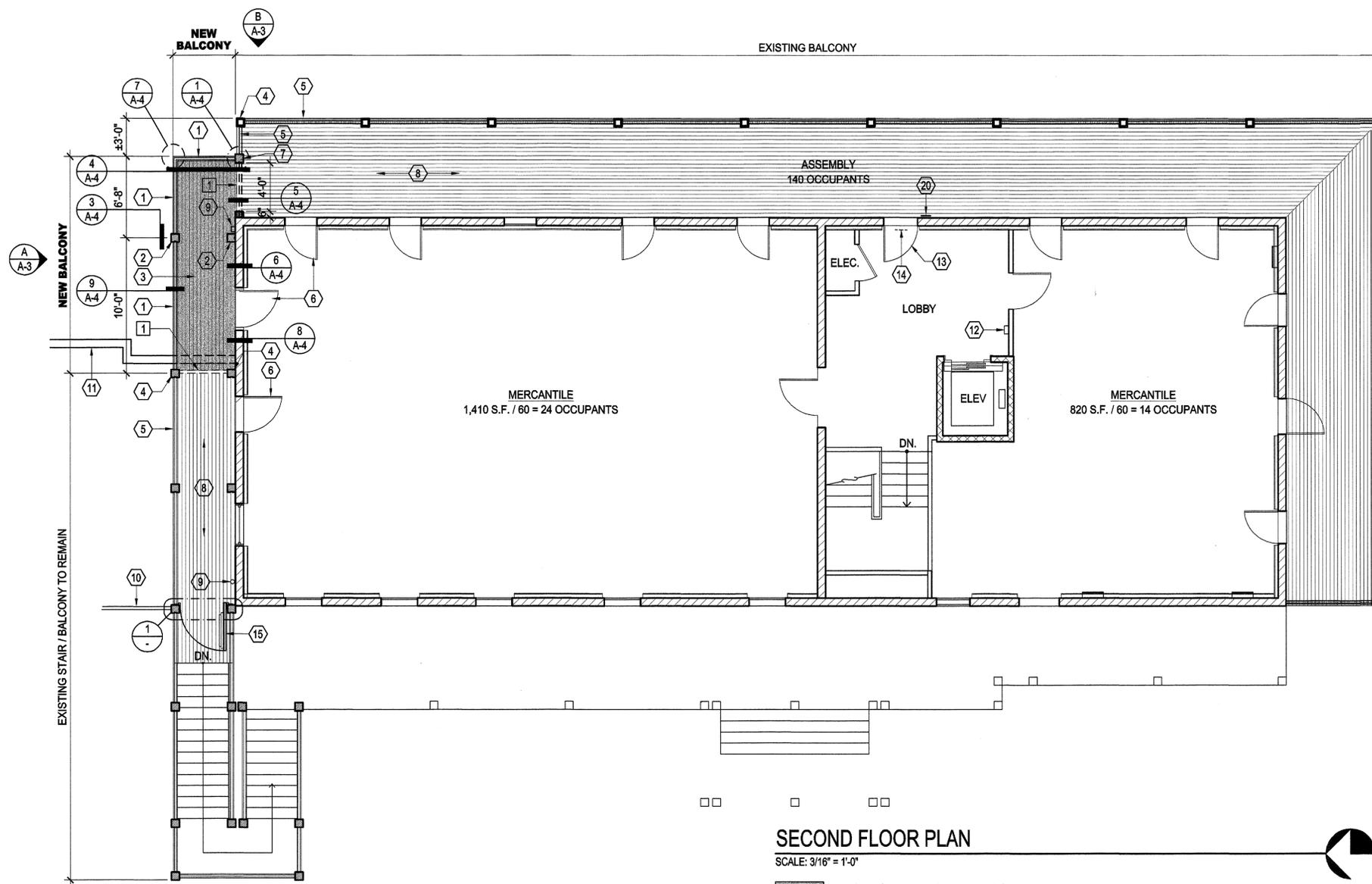
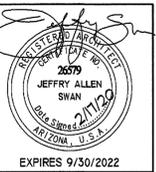


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NOTE:
SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO COMMENCING WORK.

drawing: SECOND FLOOR PLAN
project: **BUILDING CODE UPGRADES AT THE HISTORIC SILVER KING HOTEL 440 N. MAIN STREET FLORENCE, ARIZONA**

date: February 2020
drawn: J.A.S.
checked: J.A.S.
rev:

project number(s):

sheet:
A-2.1

○ SPECIFIC DESCRIPTIVE NOTES

1. PROVIDE 3'-6" HIGH METAL GUARDRAIL TO MATCH EXISTING NORTH BALCONY GUARDRAIL.
2. PROVIDE 8x8 WOOD DECORATIVE POST TO MATCH EXISTING NORTH BALCONY POST. REFER TO STRUCTURAL DRAWINGS.
3. PROVIDE GLULAM BEAM TO MATCH SIZE OF EXISTING NORTH BALCONY BEAM. REFER TO STRUCTURAL DRAWINGS.
4. EXISTING DECORATIVE POST TO REMAIN.
5. EXISTING GUARDRAIL TO REMAIN.
6. PROVIDE CONCRETE SPREAD FOOTING. REFER TO STRUCTURAL DRAWINGS.
7. EXISTING CMU SCREEN WALL TO REMAIN.
8. EXISTING EXTERIOR BRICK WALLS.
9. EXISTING STONE STEM.
10. EXISTING WOOD BEAM TO REMAIN.
11. PROVIDE 4" SQUARE STEEL POST.
12. REPLACE 4" DIAMETER STEEL PIPE DRAIN LEADER.
13. PROVIDE CAST-IN-PLACE CONCRETE PIER TO MATCH EXISTING CONCRETE PIERS.
14. EXISTING SLOPED CONCRETE SIDEWALK BEYOND.
15. PROVIDE 4" THICK, 3000 PSI CONCRETE SLAB OVER COMPACTED BASE COARSE. FINISH TO MATCH ADJACENT SLAB.
16. PROVIDE 6"x6" DECORATIVE WOOD POST TO MATCH EAST BALCONY POST.
17. PROVIDE 3'-0" HIGH, 1-1/2" O.D. STEEL PIPE HANDRAIL WITH PAINT FINISH.
18. PROVIDE CONCRETE STAIR / LANDING.
19. PROVIDE LIGHT FIXTURE. VERIFY EXACT MOUNTING HEIGHT WITH ARCHITECT PRIOR TO COMMENCING WORK. REFER TO ELECTRICAL DRAWINGS.
20. REMOVE EXISTING LIGHT FIXTURE AND CONDUIT. FILL HOLE THRU BRICK WATER TIGHT. FINISH TO MATCH COLOR AND TEXTURE OF EXISTING BRICK AS CLOSELY AS POSSIBLE.
21. PROVIDE 2x12 WOOD BEAM TO MATCH EXISTING.

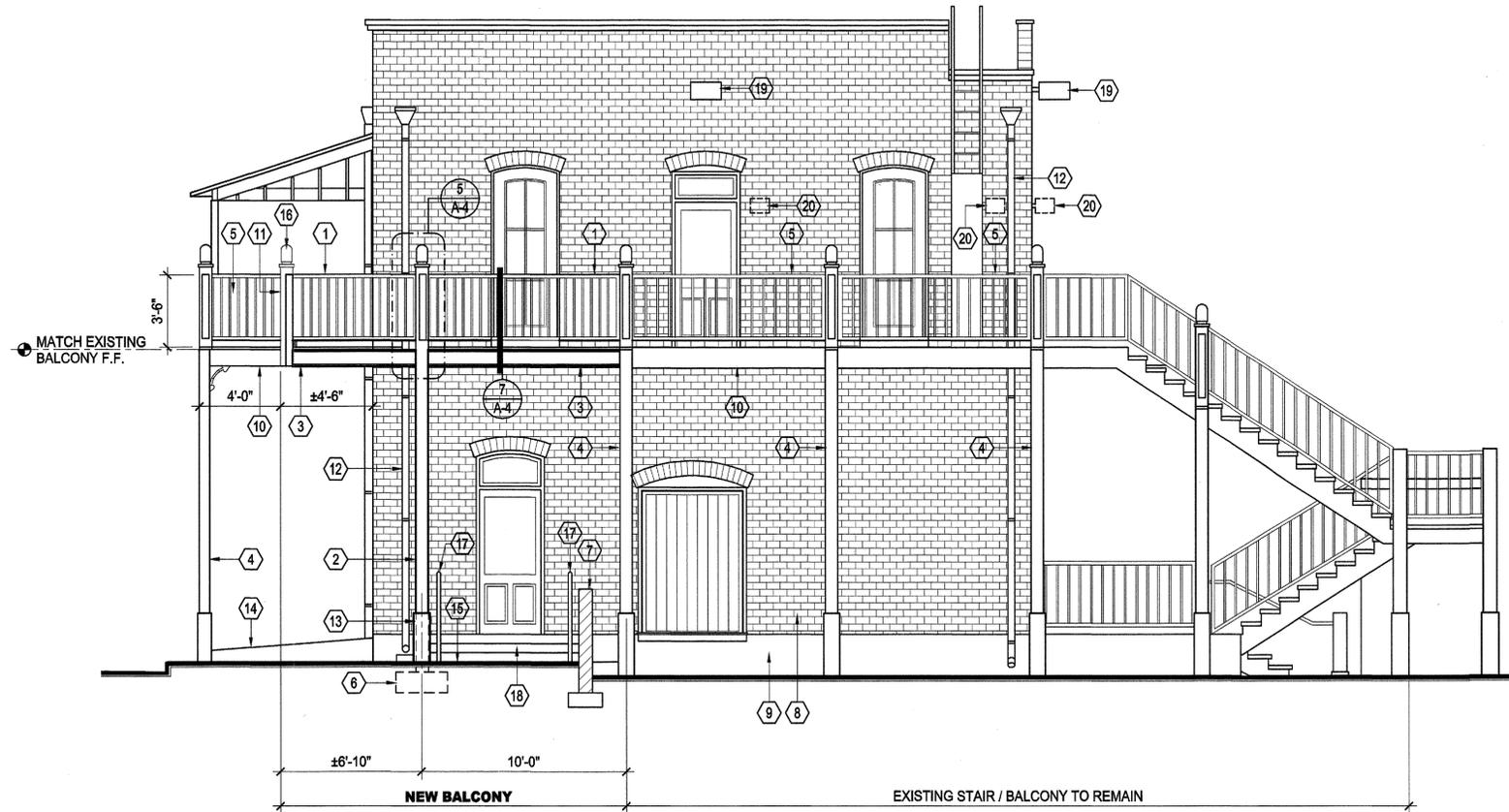


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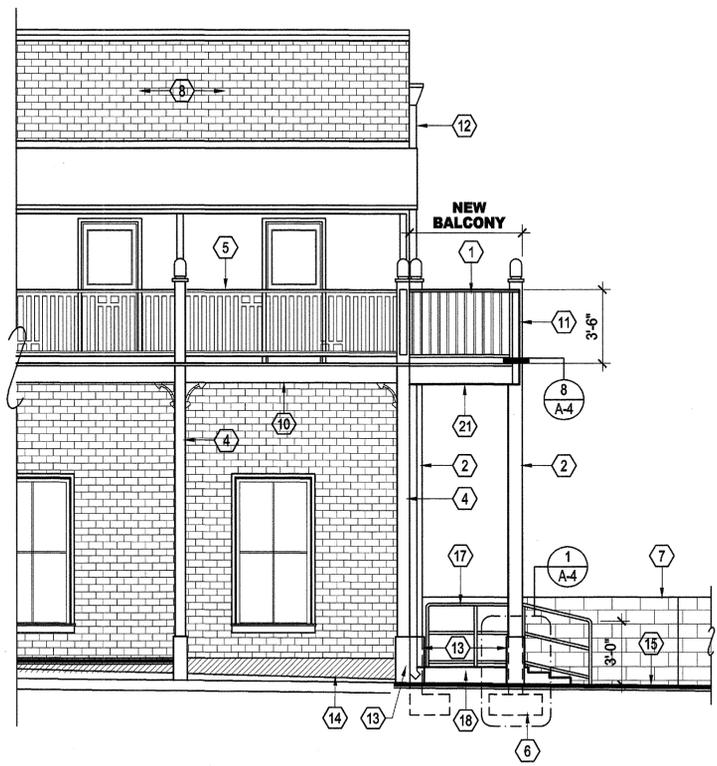
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A NORTH ELEVATION
SCALE: 1/4" = 1'-0"



B EAST ELEVATION
SCALE: 1/4" = 1'-0"

drawing: EXTERIOR ELEVATIONS
project: **BUILDING CODE UPGRADES AT THE HISTORIC SILVER KING HOTEL 440 N. MAIN STREET FLORENCE, ARIZONA**

date: February 2020
drawn: J.A.S.
checked: J.A.S.
rev:

project number(s):

sheet:
A-3

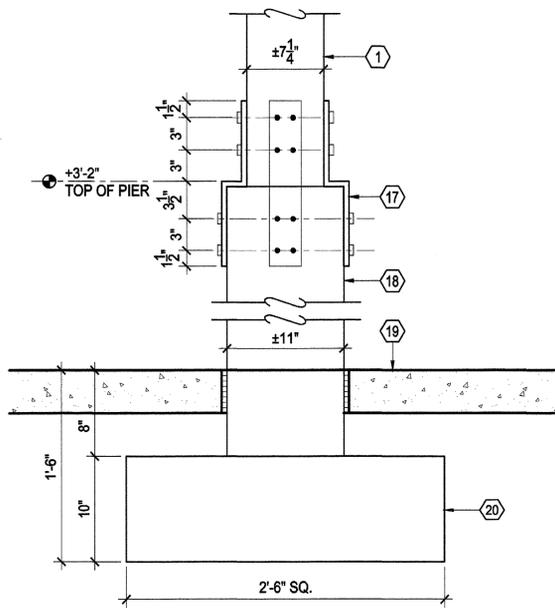


GENERAL NOTES

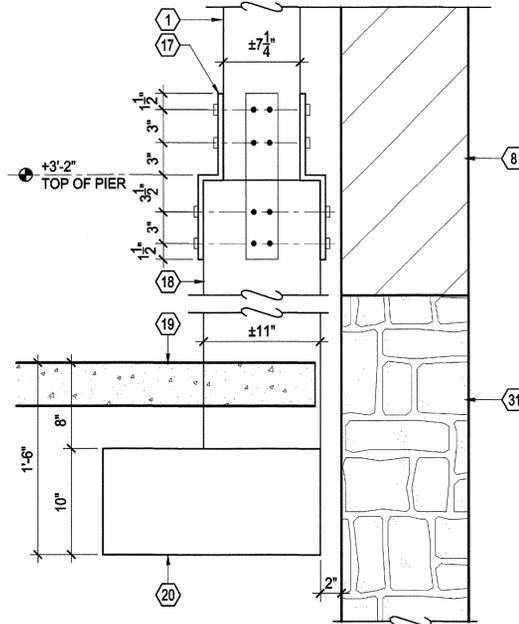
- A. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- B. INTENT OF DRAWINGS IS TO MATCH CLOSELY THE DETAILS, MATERIALS, AND FINISHES OF THE EXISTING NORTH BALCONY.

SPECIFIC DESCRIPTIVE NOTES

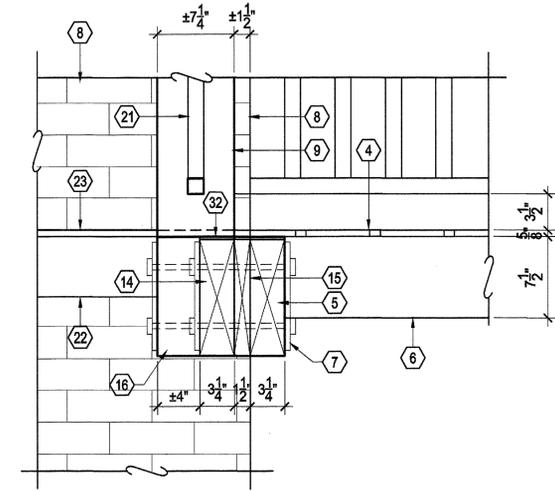
1. PROVIDE 8 X 8 WOOD POST.
2. PROVIDE METAL GUARDRAIL TO MATCH EXISTING.
3. PROVIDE DECORATIVE POST TOP TO MATCH EXISTING.
4. PROVIDE SYNTHETIC WOOD DECK BOARDS TO MATCH EXISTING.
5. PROVIDE WOOD BEAM. REFER TO STRUCTURAL DRAWINGS.
6. PROVIDE 2 X 8 WOOD JOISTS AT 18 INCHES ON CENTER. REFER TO STRUCTURAL DRAWINGS.
7. PROVIDE STEEL PLATE TO MATCH EXISTING, TYPICAL.
8. EXISTING EXTERIOR BRICK WALL.
9. PROVIDE 6 X 6 WOOD POST SIMILAR TO EAST BALCONY POST.
10. EXISTING GUARDRAIL BEYOND.
11. PROVIDE 4 X 4 X 1/2" STEEL CORNER POST. REFER TO STRUCTURAL DRAWINGS.
12. PROVIDE SOLID WOOD SHIM AS REQUIRED.
13. CONTINUE CORNER POST STEEL PLATE TO BOTTOM OF BEAM.
14. EXISTING WOOD BEAM TO REMAIN.
15. PROVIDE SOLID BLOCKING AS REQUIRED.
16. NOTCH WOOD POST AT EXISTING WOOD BEAM.
17. PROVIDE BENT STEEL PLATE TO MATCH EXISTING, TYPICAL.
18. PROVIDE 12" X 12" CAST-IN-PLACE CONCRETE PIER. REFER TO STRUCTURAL DRAWINGS.
19. FINISH GRADE OR CONCRETE SLAB.
20. PROVIDE CONCRETE FOOTING. REFER TO STRUCTURAL DRAWINGS.
21. ALTER AND RECONNECT EXISTING GUARDRAIL TO NEW POST.
22. EXISTING WOOD JOIST TO REMAIN, TYPICAL.
23. EXISTING SYNTHETIC WOOD DECK BOARDS TO REMAIN. ALTER EXISTING BOARDS AT NEW WOOD POST.
24. PROVIDE 3 X 8 WOOD LEDGER. REFER TO STRUCTURAL DRAWINGS.
25. PROVIDE SYNTHETIC EDGE TRIM TO MATCH EXISTING, TYPICAL.
26. PROVIDE 3/4" DIAMETER THRU BOLTS AT 16" O.C. WITH 1" X 13" HILTI SCREEN AND EPOXY. REFER TO STRUCTURAL DRAWINGS.
27. EXISTING WOOD STRIP FLOORING TO REMAIN.
28. EXISTING 2 X 12 WOOD JOISTS TO REMAIN.
29. PROVIDE STEEL PLATE AT EACH BOLT. REFER TO STRUCTURAL DRAWINGS.
30. EXISTING WOOD BLOCKING TO REMAIN.
31. DO NOT DISTURB EXISTING STONE STEM / FOUNDATION TO REMAIN.
32. PLACE A SELF ADHERING VYCOR PLUS STRIP BETWEEN FRAMING MEMBER AND DECK, TYPICAL.



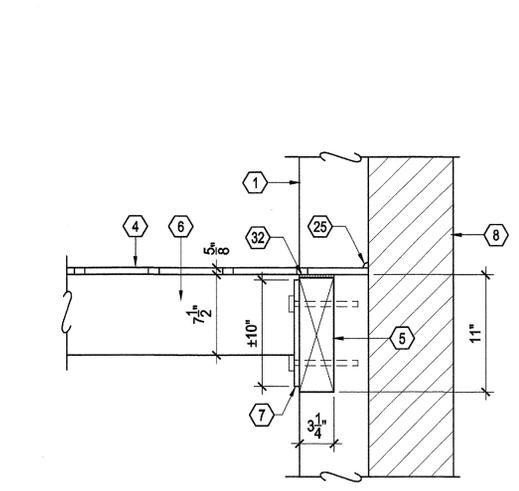
1 POST PIER AND FOOTING
SCALE: 1-1/2" = 1'-0"



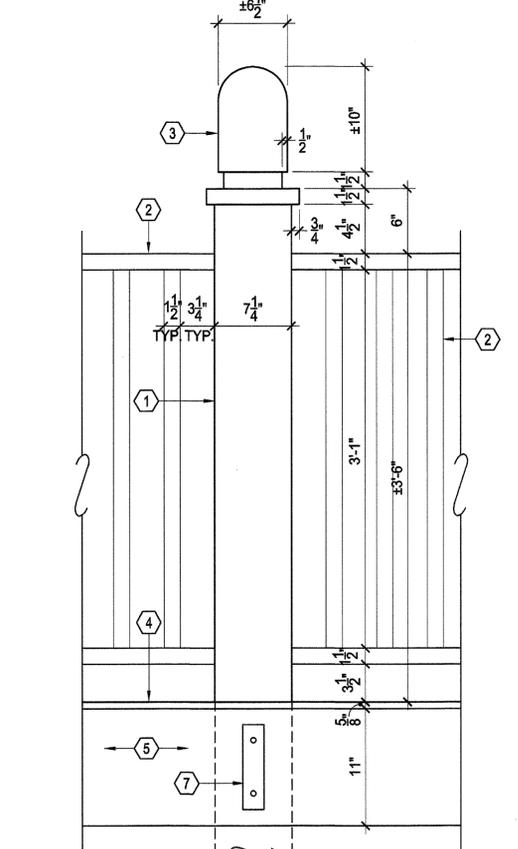
2 POST PIER AND FOOTING
SCALE: 1-1/2" = 1'-0"



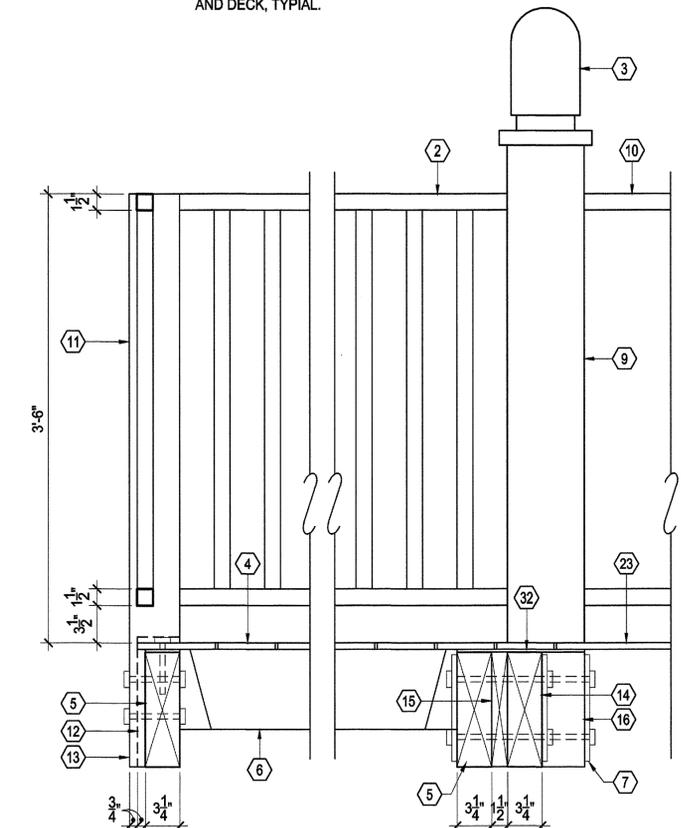
3 POST TO BEAM DETAIL
SCALE: 1-1/2" = 1'-0"



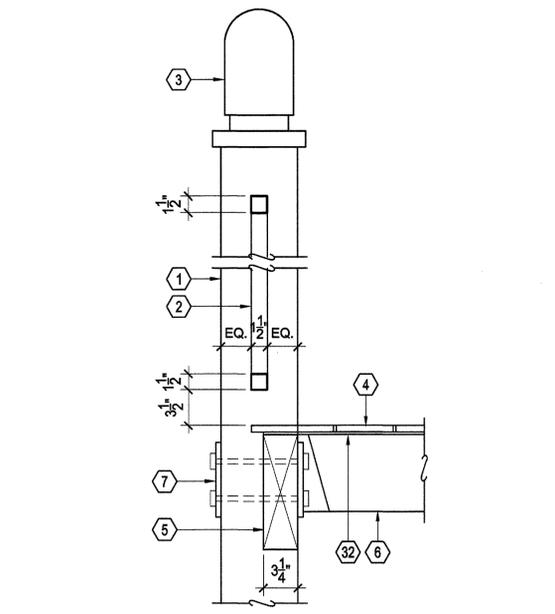
4 POST TO DECK DETAIL
SCALE: 1-1/2" = 1'-0"



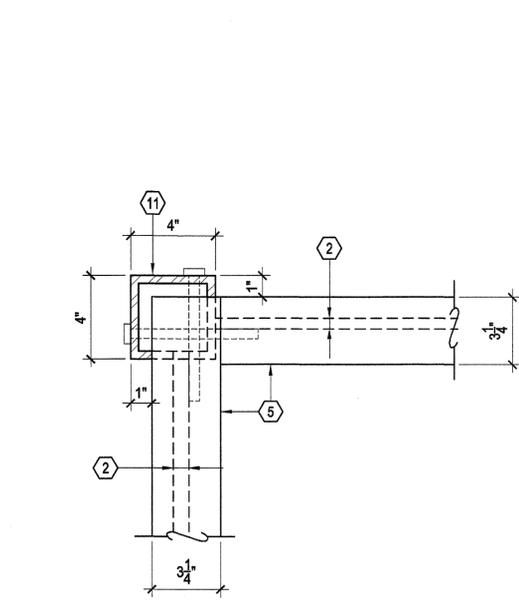
5 POST DETAIL
SCALE: 1-1/2" = 1'-0"



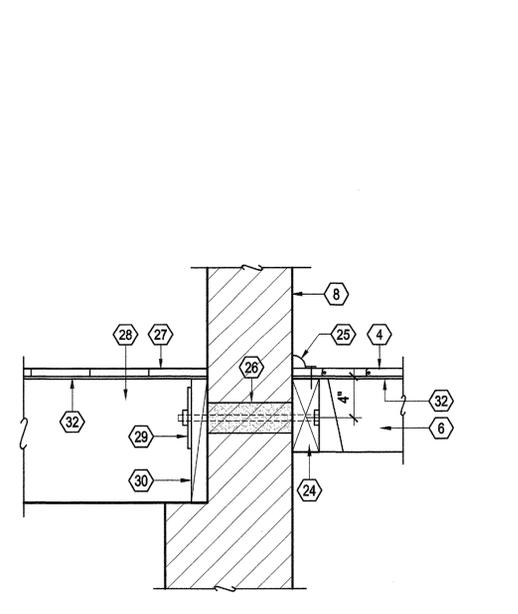
6 HANDRAIL DETAIL
SCALE: 1-1/2" = 1'-0"



7 POST / BEAM DETAIL
SCALE: 1-1/2" = 1'-0"



8 CORNER POST DETAIL
SCALE: 3" = 1'-0"



9 LEDGER DETAIL
SCALE: 1-1/2" = 1'-0"

GENERAL STRUCTURAL NOTES

Applies unless noted otherwise on drawings

CONNECTION (COMMON NAILS ONLY)	NAILING
JOIST TO SILL OR GIRDER, TOENAIL	3 - 8d
BRIDGING TO JOIST, TOENAIL EACH END	2 - 8d
SOLE PLATE TO JOIST OR BLOCKING, TYPICAL FACE NAIL	16d AT 16" O.C.
SOLE PLATE TO JOIST OR BLOCKING, AT BRACED WALL PANEL	3-16d PER 16"
TOP PLATE TO STUD, END NAIL	2 - 16d
STUD TO SOLE PLATE	4 - 8d, TOENAIL OR: 2 - 16d, END NAIL
DOUBLED STUDS, FACE NAIL	16d AT 24" O.C.
DOUBLED TOP PLATES, TYPICAL FACE NAIL	16d AT 16" O.C.
DOUBLED TOP PLATES, LAP SPUR	8 - 16d
BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE, TOENAIL	3 - 8d
RM JOIST TO TOP PLATE, TOENAIL	8d AT 6" O.C.
TOP PLATE, LAPS AND INTERSECTIONS, FACE NAIL	2 - 16d
CONTINUOUS HEADER, TWO PIECES	16d AT 16" O.C. ALONG EACH EDGE
CEILING JOISTS TO PLATE, TOENAIL	3 - 8d
CONTINUOUS HEADER TO STUDS, TOENAIL	4 - 8d
CEILING JOISTS, LAPS OVER PARTITIONS, FACE NAIL	3 - 16d
CEILING JOIST TO PARALLEL RAFTERS, FACE NAIL	3 - 16d
RAFTER TO PLATE, TOENAIL	3 - 8d
BUILT-UP CORNER STUDS	16d AT 24" O.C.
BUILT-UP GIRDER AND BEAMS	20d AT 32" O.C. TOP AND BOTTOM, AND STAGGERED 2-20d EACH END AND SPICES

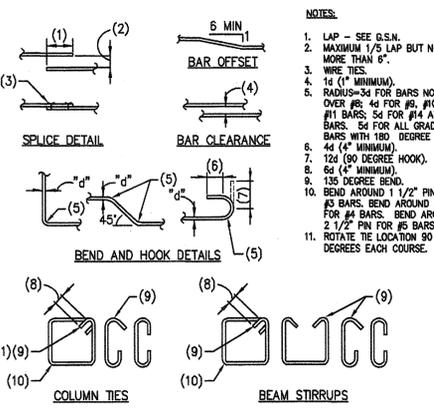
NOTE: FOR COMMON NAIL MINIMUM REQUIREMENTS, SEE G.S.N.

01	NAILING SCHEDULE - U.N.O.	601-01	NO SCALE
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CONC. PSI	CLASS B TENSION SPUR LENGTHS						COMP. BARS	
	f _c =2,500/3,000 PSI		f _c =4,000 PSI		f _c =5,000 PSI		STD LAP	W/ SPUR
BAR SIZE (METRIC)	REGULAR	TOP	REGULAR	TOP	REGULAR	TOP	INCHES	PERCENT
#3 (10)	24"	31"	19"	24"	17"	22"	12"	12%
#4 (13)	32"	41"	25"	32"	22"	29"	15"	12%
#5 (16)	36"	51"	31"	40"	28"	36"	19"	14%
#6 (19)	47"	61"	37"	48"	33"	43"	23"	17%
#7 (22)	69"	89"	54"	70"	49"	63"	28"	20%
#8 (25)	78"	102"	62"	80"	55"	72"	30"	23%
#9 (29)	88"	115"	70"	91"	63"	81"	34"	25%
#10 (32)	99"	129"	79"	102"	70"	91"	38"	28%
#11 (36)	110"	143"	87"	113"	78"	101"	42"	31%

- TOP BARS ARE ANY HORIZONTAL BARS PLACED SO THAT MORE THAN 12" OF FRESH CONCRETE IS CAST IN THE MEMBER BELOW THE REINFORCEMENT.
- LAP SPICES SHALL BE CLASS "B" TENSION LAP SPICES PER LATEST EDITION OF ACI 318 UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS OR SCHEDULES.
- CONTACT STRUCTURAL ENGINEER IF CLEAR SPACING OF REINFORCEMENT IS LESS THAN OR EQUAL TO 2 BAR DIAMETERS (2d), OR IF CLEAR COVER IS LESS THAN THE BAR DIAMETER (d).
- THIS TABLE IS BASED ON NORMAL WEIGHT CONCRETE.
- FOR ADDITIONAL INFORMATION, SEE G.S.N., PLANS, SCHEDULES AND DETAILS.

02	LAP SCHEDULE FOR REINFORCING STEEL IN CONCRETE	201-31.01	NO SCALE
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03	TYPICAL REINFORCING BAR DETAILS	201-32	NO SCALE
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BUILDING CODE:

2012 EDITION OF THE INTERNATIONAL BUILDING CODE AND STANDARDS REFERENCED THEREIN, WITH CITY OF FLORENCE AMENDMENTS.

LOADS:

FLOORS:
FLOOR DEAD LOAD = 10 PSF.
EXIT CORRIDOR, EXIT BALCONY AND STAIR LIVE LOAD = 100 PSF.

LATERAL:

WIND:
ULTIMATE DESIGN WIND SPEED (3-SECOND GUST), V_(ult) = 115 MPH.
RISK CATEGORY, II.
EXPOSURE, C.

SEISMIC:

RISK CATEGORY, II.
SEISMIC IMPORTANCE FACTOR, I = 1.0.
MAPPED SHORT PERIOD SPECTRAL ACCELERATION, S_a = 0.238.
MAPPED ONE SECOND SPECTRAL ACCELERATION, S₁ = 0.071.
SITE CLASS, D.
DESIGN SHORT PERIOD SPECTRAL ACCELERATION, S_{ds} = 0.294.
DESIGN ONE SECOND SPECTRAL ACCELERATION, S_{d1} = 0.114.
SEISMIC DESIGN CATEGORY, B.

FOUNDATIONS:

ISOLATED FOOTINGS SHALL BEAR ON FIRM, UNDISTURBED SOIL 18" MINIMUM BELOW ADJACENT FINISHED GRADE. FINISHED GRADE (PAD GRADE) IS DEFINED AS TOP OF SLAB FOR INTERIOR FOOTINGS AND LOWEST ADJACENT GRADE WITHIN 5 FEET FOR PERIMETER FOOTINGS. DESIGN SOIL BEARING VALUE = 1500 PSF.

CONCRETE:

SPECIFIED 28 DAY COMPRESSIVE STRENGTH F_c:
FOUNDATIONS (DESIGN BASED ON 2,500 PSI) ----- 3,000 PSI
EXTERIOR SLAB ON GRADE (OFFICE, PEDESTRIAN, ETC.) ----- 3,000 PSI

GENERAL:

ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE REFERENCED EDITION OF THE ACI STANDARDS. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED UNLESS NOTED OTHERWISE. ADMIXTURES CONTAINING CHLORIDES SHALL NOT BE USED. NO OTHER ADMIXTURES PERMITTED WITHOUT APPROVAL. FOR CONCRETE WITHOUT PLASTICIZER, MAXIMUM SLUMP 4 1/2" AT POINT OF PLACEMENT U.N.O. IF PLASTICIZER IS USED, A HIGHER FINAL SLUMP MAY BE ALLOWED UPON STRUCTURAL ENGINEER'S APPROVAL.

FOR REINFORCING INFORMATION, SEE REINFORCING SECTION OF G.S.N., PLANS, SCHEDULES AND DETAILS.

UNLESS NOTED OTHERWISE ON THE DRAWINGS, THE EMBEDMENT OF CONDUITS, PIPES, SLEEVES, ETC. OF ANY MATERIAL SHALL NOT BE PERMITTED WITHIN ANY CONCRETE STRUCTURAL ELEMENT (E.G. COLUMNS, BEAMS, ELEVATED SLABS, ETC.) OR STRUCTURAL CONCRETE TOPPINGS WITHOUT THE EXPRESS APPROVAL OF THE STRUCTURAL ENGINEER.
FLY ASH - IF PERMITTED BY ARCHITECTURAL SPECIFICATIONS, SHALL BE LIMITED TO 25% OF TOTAL CEMENTITIOUS MATERIALS BY WEIGHT. FLY ASH SHALL BE INCLUDED IN THE CALCULATION OF W/C RATIOS SPECIFIED ABOVE. FLY ASH ADDITIVES SHALL NOT BE USED ON SLABS WITH A BURNISHED OR ACI FINISH.

TEST DATA FOR EACH CONCRETE MIX SHALL BE SUBMITTED FOR REVIEW PER CHAPTER 5 OF ACI 318. REFERENCE FIGURE RS.3 FOR SUBMITTAL REQUIREMENTS AND OPTIONS. CONCRETE MIX DESIGNS THAT ARE SUBMITTED WITHOUT THE APPROPRIATE TEST DATA CANNOT BE REVIEWED.

SLABS ON GRADE:

MAXIMUM SLUMP WITHOUT PLASTICIZER AT POINT OF PLACEMENT SHALL BE 5 INCHES. (FOR WAREHOUSE, INDUSTRIAL OR HIGH TRAFFIC SLAB USES, MIX DESIGN SHALL HAVE A MINIMUM AMOUNT OF CEMENTITIOUS MATERIAL PLUS FLY ASH) 540 POUNDS PER CUBIC YARD (FOR 3/4 INCH NOMINAL MAXIMUM AGGREGATE SIZE) PER ACI 302.1R-15, FIGURE B.9.2.3). MIX DESIGNS SHALL TAKE CARE TO PROVIDE THE LARGEST POSSIBLE SIZE OF COARSE AGGREGATE WHILE MAINTAINING CONCRETE WORKABILITY. NOMINAL MAXIMUM AGGREGATE SIZE SHALL NOT BE LESS THAN 3/4 INCH NOR MORE THAN 1/3 THE DEPTH OF THE SLAB.

CONCRETE SHALL BE MIXED, PLACED, FINISHED AND CURED PER REFERENCED EDITION OF ACI 302.1 FOR THE APPROPRIATE FLOOR CLASS TYPE PER TABLE 2.1 AND CHAPTER 7 AND 8. DURING COMPOUND SHALL BE COMPATIBLE WITH ARCHITECTURAL FLOOR FINISH. SLABS SHALL BE PLACED ON A FLAT, SMOOTH, FIRM, COMPACTED SUBGRADE.

SLABS ON GRADE SHALL BE VIBRATED ONLY AT TRENCHES, FLOOR DUCTS, TURNDOWNS, ETC. FAST CLOSURE POUR AROUND COLUMNS AFTER COLUMN DEAD LOAD IS APPLIED UNLESS APPROVED OTHERWISE IN WRITING BY THE ARCHITECT. ALL CONCRETE SLABS ON GRADE SHALL BE BOUND BY CONTROL JOINTS (CONSTRUCTION OR SAW CUT) PER TYPICAL DETAILS, AS SHOWN ON THE FOUNDATION PLAN, SUCH THAT THE ENCLOSED AREA DOES NOT EXCEED 180 SQUARE FEET. CONSTRUCTION CONTROL JOINTS NEED ONLY OCCUR AT EXPOSED EDGES DURING POURING. ALL OTHER JOINTS MAY BE SAW CUT. SLAB REINFORCING, WHERE SHOWN, SHALL NOT EXTEND MORE THAN 125 FEET WITHOUT STOPPING THE REINFORCEMENT AT A CONTROL JOINT.

REINFORCING:

ALL REINFORCING PER CRS SPECIFICATIONS AND HANDBOOK, ASTM A615 (F_y = 60 KSI / GRADE 60) DEFORMED BARS FOR BARS #5 AND LARGER. ASTM A618 (F_y = 40 KSI / GRADE 40) DEFORMED BARS FOR ALL BARS #4 AND SMALLER. WHERE SHOWN ON DRAWINGS ALL GRADE 60 REINFORCING TO BE WELDED SHALL BE ASTM A706. REFERENCED ACI STANDARDS AND DETAILING MANUAL APPLY. CLEAR CONCRETE COVERAGES AS FOLLOWS:

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ----- 3"
EXPOSED TO EARTH WITH WEATHER PROTECTION ----- 1 1/2"
#5 OR LARGER ----- 1 1/2"
#5 AND SMALLER ----- 1 1/2"
ALL OTHER PER REFERENCED EDITION OF ACI 318

ALL REINFORCING SHALL BE CHAIRED OR POSITIONED USING REBAR SPACERS TO ENSURE PROPER CLEARANCES. ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO CONCRETE PLACEMENT. SUPPORT OF FOUNDATION REINFORCING MUST PROVIDE ISOLATION FROM MASONRY/CORROSION RESISTANT MEMBRANE. DUCT-TAPE COVERED REINFORCING IS NOT AN ACCEPTABLE CHAIR.

ALL DIMENSIONS REFERENCED IN DRAWINGS AS "CLEAR" SHALL BE FROM FACE OF STRUCTURE TO EDGE OF REINFORCING, AND SHALL NOT BE LESS THAN STATED, NOR GREATER THAN "CLEAR" DIMENSION PLUS 3/8". ALL OTHERS SHALL BE PLUS OR MINUS 1/4" TYPICAL UNLESS NOTED OTHERWISE.

FIELD BENDING OR STRAIGHTENING OF DEFORMED BARS SHALL BE LIMITED TO #5 BARS AND SMALLER AND SHALL BE FIELD BENT OR STRAIGHTENED ONLY IF ANY BEND SHALL BE LIMITED TO 90 DEGREES. IF FIELD BENDING OR STRAIGHTENING OF #6 BARS OR LARGER IS REQUIRED, OR IF A SECOND BEND IS REQUIRED FOR #5 BARS AND SMALLER, HEAT SHALL BE APPLIED FOR BENDING OR STRAIGHTENING. CONTRACTOR SHALL SUBMIT PROCEDURE FOR APPLYING HEAT TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BENDING OR STRAIGHTENING BARS.

LAP SPICES IN CONCRETE:

ALL SPUR LOCATIONS SUBJECT TO APPROVAL BY THE STRUCTURAL ENGINEER. PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT ALL CORNERS AND INTERSECTIONS PER REINFORCING BAR SPACING WHEN ARE MAXIMUM ON CENTERS. DOWEL VERTICAL REINFORCING TO FOUNDATION WITH 90-DEGREE HOOKS UNLESS NOTED OTHERWISE. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE.

LAP SPICES, UNLESS NOTED OTHERWISE, SHALL BE CLASS "B" TENSION LAP SPICES PER REFERENCED EDITION OF ACI 318.

ANCHORAGE:

ANCHOR RODS:

ANCHOR RODS INCLUDE HOOKED, HEADED, AND THREADED AND NUTTED ANCHORS. THE TENSILE ANCHOR BOLT AND ANCHOR ROD ARE USED SYNONYMOUSLY THROUGHOUT THESE DOCUMENTS. ALL ANCHOR ROD MATERIAL SHALL BE PER ASTM F1554 GRADE 36, U.N.O. A307 ANCHOR RODS MAY BE SUBSTITUTED FOR ASTM F1554 GRADE 36 AT CONTRACTOR'S OPTION. ALL ANCHOR RODS SHALL BE SECURED IN PLACE PRIOR TO CONCRETE PLACEMENT. ALL ANCHOR RODS SHALL BE INSTALLED WITH STEEL WASHERS AT OVERSIZED ROUND HOLES USING SNUG TIGHT INSTALLATION, UNLESS NOTED OTHERWISE.

THE ANCHORING MECHANISM FOR NUTTED ANCHOR RODS SHALL CONSIST OF DOUBLE NUTS WITH A WASHER BETWEEN THE NUTS AND WASHER ARE TO BE EMBEDDED INTO THE CONCRETE PER THE DETAILS AND PLANS. THE WASHER SHALL BE 1/4"x1/4"x1/4" U.N.O. THE CONTRACTOR SHALL PREVENT THE NUTS FROM SPINNING OFF DURING THE VIBRATION OF CONCRETE. THIS SHOULD BE ACCOMPLISHED BY TIGHTENING THE NUTS AGAINST EACH OTHER THEREBY LOCKING THEM IN PLACE OR BY TACK WELDING EACH NUT TO THE ANCHOR ROD.

WHERE THE ANCHORS ARE TO BE GALVANIZED, THE ANCHOR ROD AND THE NUTS SHALL BE GALVANIZED WITH THE SAME PROCESS TO ENSURE THE THREADS MATCH.

AT CONTRACTOR'S OPTION HEADED ANCHORS PER ABOVE MAY BE SUBSTITUTED FOR CONVENTIONAL ANCHORS AND MACHINE BOLTS (REVERSE SUBSTITUTION NOT ALLOWABLE).

POST-INSTALLED ANCHORS:

GENERAL:

ALL POST-INSTALLED ANCHORS SHALL UTILIZE THE EXACT ANCHORAGE SYSTEM SPECIFIED IN THE STRUCTURAL DETAILS, WHERE ANCHORAGE "PER OSN" IS SPECIFIED, SEE BELOW. ANCHORAGE PRODUCTS MAY NOT BE SWAPPED BETWEEN MANUFACTURERS WITHOUT APPROVAL OF THE ENGINEER OF RECORD. ALL REQUESTS FOR EQUIVALENT ANCHORAGE PRODUCTS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO BEING INSTALLED IN THE FIELD.

UNLESS NOTED OTHERWISE POST INSTALLED ANCHORS SHALL NOT BE INSTALLED UNTIL CONCRETE OR MASONRY MATERIAL HAVE REACHED DESIGN STRENGTH AND HAVE BEEN FULLY CURED FOR A MINIMUM OF 28 DAYS.

MANUFACTURER'S INSTALLATION TRAINING AND CERTIFICATE ARE REQUIRED FOR ALL INSTALLERS OF POST-INSTALLED ANCHORS. ALL ANCHORS SHALL BE INSTALLED WITH STEEL WASHERS AT SHORT SLOTTED HOLES IN ACCORDANCE WITH THE MANUFACTURERS PRINTED INSTALLATION INSTRUCTIONS (MPI). ALL ANCHORS SHALL BE TIGHTENED/TORQUED AS REQUIRED PER MANUFACTURERS INSTRUCTIONS AND EVALUATION REPORTS.

POST-INSTALLED ANCHORS IN CONCRETE:

ALL EXPANSION TYPE ANCHORAGE FOR CONCRETE INSTALLATION ONLY SHALL BE PER HILTI KWIK BOLT-T2 EXPANSION ANCHOR PER ICC ESR-1917 OR APPROVED ICC EQUIVALENT. ALL EPOXY ADHESIVE TYPE ANCHORAGE FOR CONCRETE INSTALLATION ONLY SHALL BE PER HILTI HIT-RE 500 V3 ADHESIVE ANCHORS PER ICC ESR-3814 OR APPROVED ICC EQUIVALENT. ALL SCREW TYPE ANCHORAGE FOR CONCRETE INSTALLATION ONLY SHALL BE PER HILTI KWIK HUS-EZ SCREW ANCHOR PER ICC ESR-3027 OR APPROVED ICC EQUIVALENT.

POST-INSTALLED ANCHORS IN MASONRY:

ALL EXPANSION TYPE ANCHORAGE FOR MASONRY INSTALLATION ONLY SHALL BE PER HILTI KWIK BOLT 3 EXPANSION ANCHOR PER ICC ESR-1385 OR APPROVED ICC EQUIVALENT. ALL ADHESIVE TYPE ANCHORAGE FOR MASONRY INSTALLATION ONLY SHALL BE PER HILTI HIT-HY 270 ADHESIVE ANCHOR ICC ESR-4143 OR APPROVED ICC EQUIVALENT. ALL SCREW TYPE ANCHORAGE FOR MASONRY INSTALLATION ONLY SHALL BE PER HILTI KWIK HUS-EZ SCREW ANCHOR PER ICC ESR-3056 OR APPROVED ICC EQUIVALENT.

STRUCTURAL STEEL:

GENERAL:

ALL STEEL CONSTRUCTION PER REFERENCED AISC STEEL CONSTRUCTION MANUAL. ALL MISCELLANEOUS STEEL UNLESS NOTED OTHERWISE SHALL BE ASTM A36 (F_y = 36 KSI). THE TERMS PIPE AND ROUND HOLLOW STRUCTURAL SECTIONS (HSS) ARE USED SYNONYMOUSLY THROUGHOUT THESE DOCUMENTS ALONG WITH THE TERMS TUBE STEEL AND RECTANGULAR OR SQUARE HSS.

UNLESS NOTED OTHERWISE, ALL BOLTS SHALL BE ASTM A307. A325 BOLTS MAY BE SUBSTITUTED FOR A307 BOLTS AT THE CONTRACTOR'S OPTION. REVERSE SUBSTITUTION IS NOT PERMITTED. ALL BOLTS SHALL BE INSTALLED WITH STEEL WASHERS AT SHORT SLOTTED HOLES USING SNUG TIGHT INSTALLATION, UNLESS NOTED OTHERWISE. ALL SHEAR STUD CONNECTORS USED IN THE INTERSECTION OF STEEL AND CONCRETE FOR COMPOSITE ACTION SHALL BE PER ASTM A108, WITH A MINIMUM TENSILE STRENGTH OF 80 KSI, A MINIMUM YIELD STRENGTH OF 50 KSI, AND A 20% ELONGATION IN 2 INCHES.

WOOD:

GENERAL:

WOOD FRAMING MEMBERS SHALL NOT BE NOTCHED OR DRILLED WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER THROUGH THE ARCHITECT. ALL NAILING NOT NOTED SHALL BE PER TYPICAL DETAIL AND COMMON NAIL DIAMETER TABLE BELOW. ALL BOLTING SHALL BE PER STRUCTURAL STEEL SECTION ABOVE. WOOD CONNECTORS SHALL BE AS MANUFACTURED BY SIMPSON STRONG-TIE COMPANY, INC. OR OTHER MANUFACTURER WITH CURRENT AND EQUIVALENT ICC APPROVAL. WHERE "TYPE" OF CONNECTOR IS INDICATED ON THE DRAWINGS, THE CONNECTOR AND ATTACHMENT SHALL BE PER THE MAXIMUM MODEL NUMBER BASED ON THE SIZE OF THE MEMBERS CONNECTED.

NAIL TYPE	REQ'D DIA	REQ'D GA	LENGTH	NAIL TYPE	REQ'D DIA	REQ'D GA	LENGTH
8d	0.113"	11 1/2	2"	12d	0.148"	9	3 1/4"
16d	0.171"	10 1/4	2 1/2"	16d	0.162"	8	3 1/2"
10d	0.148"	9	2"	20d	0.182"	6	3 1/2"

PROVIDE 2" SOLID BLOCKING AT SUPPORTS OF ALL JOISTS. DOUBLE UP FLOOR JOISTS AND BLOCKING UNDER PARTITIONS.

SAWN LUMBER:

FRAMING LUMBER SHALL COMPLY WITH THE REFERENCED EDITION OF THE GRADING RULES OF THE WMPA OR THE WCLB. ALL SAWN LUMBER SHALL BE STAMPED WITH THE GRADE MARK OF AN APPROVED LUMBER GRADING AGENCY AND SHALL HAVE MINIMUM PROPERTIES WHICH MEET OR EXCEED THE FOLLOWING WOOD TYPES:

JOISTS	2" x 8" OR LARGER	H.F. #2
LEDGERS AND TOP PLATES <th>2" x 8" OR LARGER</th> <th>D.F.L. #2</th>	2" x 8" OR LARGER	D.F.L. #2
<th>4" x 6" OR LARGER</th> <th>H.F. #2</th>	4" x 6" OR LARGER	H.F. #2

GLUED-LAMINATED BEAMS (GLULAM/GLB):

ALL STRUCTURAL GLUED-LAMINATED BEAMS SHALL MEET THE COMBINATION REQUIREMENTS FROM THE REFERENCED AITC-117 OR NATIONAL DESIGN SPECIFICATION, BEAMS CANTILEVERING OVER SUPPORTS SHALL BE 24F-V8 DF, WITH THE FOLLOWING MINIMUM PROPERTIES: F_b = 2,400 PSI, F_v = 285 PSI, F_c (PERPENDICULAR) = 850 PSI, E = 1,800,000 PSI. ALL BEAMS SHALL BE FABRICATED USING WATERPROOF GLUE. FABRICATION AND HANDLING SHALL BE IN ACCORDANCE WITH AIA AND WGLA STANDARDS. SUPPLIER SHALL VERIFY WITH ARCHITECT THE GRADE FINISH OF ALL ARCHITECTURALLY EXPOSED FRAMING MEMBERS. BEAMS TO BEAR GRADE STAMP AND AITC STAMP AND CERTIFICATE NUMBER AS SHOWN ON DRAWINGS. STANDARD CAMBER (STD) IS DEFINED AS RADIUS OF CURVATURE EQUAL TO 3,500 FEET MINIMUM.

ALL STRUCTURAL GLUED-LAMINATED BEAMS RATED FOR FIRE ENDURANCE SHALL MEET THE REQUIREMENTS OF CHAPTER 16 OF THE AIA & P.A. NATIONAL DESIGN SPECIFICATION. MEMBERS RATED FOR 1-HOUR FIRE ENDURANCE SHALL HAVE THE OUTERMOST INTERIOR CORE LAMINATION SUBSTITUTED WITH AN ADDITIONAL TENSION LAMINATION ON THE TENSION SIDE FOR UNBALANCED (SIMPLE SPAN) BEAMS AND ON BOTH SIDES FOR BALANCED (CANTILEVER) BEAMS.

SHOP DRAWINGS:

SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS IN ADDITION TO ITEMS REQUIRED BY ARCHITECTURAL SPECIFICATIONS. CONTRACTOR SHALL PROVIDE A MINIMUM OF 2 HARD COPY SUBMITTAL SETS OF EACH ITEM TO CTS FOR REVIEW, UNLESS NOTED OTHERWISE IN ARCHITECTURAL SPECIFICATIONS. ELECTRONIC SUBMITTALS ARE ALSO ACCEPTABLE.

THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMITTAL. ITEMS NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS SHALL BE FLAGGED UPON CONTRACTOR'S REVIEW.

VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND FIELD CONDITIONS.

MANUFACTURER OR FABRICATOR SHALL CLOUD ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES, APPROVALS AND THE VERIFICATION OF THE WORK WITH ALL RELATED TRADES AND SUPPLIERS. ANY OF THE AFOREMENTIONED WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEER'S REVIEW, UNLESS NOTED ACCORDINGLY.

THE ENGINEER HAS THE RIGHT TO APPROVE OR DISAPPROVE ANY CHANGES TO CONTRACT DOCUMENTS AT ANYTIME BEFORE OR AFTER SHOP DRAWING REVIEW.

THE SHOP DRAWINGS DO NOT REPLACE THE CONTRACT DOCUMENTS. ITEMS OMITTED OR SHOWN INCORRECTLY AND ARE NOT FLAGGED BY THE STRUCTURAL ENGINEER OR ARCHITECT SHALL NOT BE CONSIDERED CHANGES TO CONTRACT DOCUMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ITEMS ARE CONSTRUCTED TO CONTRACT DOCUMENTS.

THE ADEQUACY OF ENGINEERING DESIGNS AND LAYOUT PERFORMED BY OTHERS RESTS WITH THE DESIGNING OR SUBMITTING AUTHORITY.

REVIEWING IS INTENDED ONLY AS AN AID TO THE CONTRACTOR IN OBTAINING CORRECT SHOP DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR.

GENERAL NOTES:

THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. EXCEPT WHERE NOTED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES FOR PROCEDURE OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THEREON. (NOR SHALL OBSERVATION VISITS TO THE SITE INCLUDE INSPECTION OF THESE ITEMS).

WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE REFERENCED EDITION AND/OR ADDENDA. AN ENGINEERING DESIGN, PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW, SHALL BEAR THE SEAL OF A REGISTERED ENGINEER RECOGNIZED BY THE BUILDING CODE JURISDICTION OF THIS PROJECT.

NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN.

VERIFY ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS AND FIELD CONDITIONS, BUILDING DIMENSIONS AND ELEVATIONS, WHERE SHOWN, WERE PROVIDED BY THE ARCHITECT AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND COORDINATE ALL DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK. ANY DISCREPANCIES SHALL BE RESOLVED THROUGH THE ARCHITECT. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL ITEMS WITH THE APPROPRIATE TRADE DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.

TYPICAL DETAILS MAY NOT NECESSARILY BE CUT ON PLANS, BUT APPLY UNLESS NOTED OTHERWISE.

CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED CONSTRUCTION. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.

OPTIONS AND SUBSTITUTIONS ARE FOR CONTRACTOR'S CONVENIENCE. IF AN OPTION OR SUBSTITUTION IS CHOSEN, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES, APPROVALS AND THE COORDINATION OF THE WORK WITH ALL RELATED TRADES AND SUPPLIERS.

SPECIAL INSPECTION - STRUCTURAL ONLY:

SPECIAL INSPECTION IS TO BE PROVIDED FOR THE ITEMS LISTED BELOW IN ADDITION TO THE INSPECTIONS CONDUCTED BY THE BUILDING JURISDICTION. "SPECIAL STRUCTURAL INSPECTION" SHALL NOT RELIEVE THE OWNER OR THEIR AGENT FROM REQUESTING THE BUILDING JURISDICTION INSPECTIONS REQUIRED BY SECTION 110 OF THE INTERNATIONAL BUILDING CODE. SPECIAL INSPECTION IS REQUIRED PER CHAPTER 17 FOR THE FOLLOWING:

CONCRETE CONSTRUCTION:

- CONCRETE:
 - DURING THE TAKING OF TEST SPECIMENS.
 - CONTINUOUS INSPECTION DURING THE PLACEMENT OF ALL REINFORCED CONCRETE, UNLESS NOTED OTHERWISE.
 - CONTINUOUS INSPECTION OF BOLTS TO BE INSTALLED IN CONCRETE PRIOR TO AND DURING THE PLACEMENT OF CONCRETE AROUND BOLTS.
 - NO INSPECTION IS REQUIRED FOR PLACEMENT OF CONCRETE AROUND FOUNDATION ANCHORS (TS).
 - NO INSPECTION IS REQUIRED FOR PLACEMENT OF SLAB ON GRADE CONCRETE. INSPECTION OF SLAB ON GRADE REINFORCING IS REQUIRED PER "REINFORCING STEEL" SECTION BELOW.
 - NO INSPECTION IS REQUIRED FOR THE PLACEMENT OF FOUNDATION CONCRETE. INSPECTION OF FOUNDATION REINFORCING IS REQUIRED PER "REINFORCING STEEL" SECTION BELOW.

- REINFORCING STEEL: INSPECTION OF IN-PLACE REINFORCING FOR CONFORMANCE PRIOR TO THE CLOSING OF FORMS OR THE DELIVERY OF CONCRETE TO THE JOBSITE FOR THE FOLLOWING:
 - REINFORCING FOR ALL CONCRETE REQUIRED TO HAVE INSPECTION NOTED ABOVE.
 - REINFORCING FOR CONCRETE FOUNDATIONS.
 - REINFORCING FOR SLABS ON GRADE.
 - REINFORCING FOR ALL MASONRY REQUIRED TO HAVE INSPECTION NOTED BELOW.

STEEL CONSTRUCTION:

- WELDING:
 - VERIFICATION OF VALID WELDER'S CERTIFICATES.
 - PERIODIC VISUAL INSPECTION OF ALL SHOR AND FIELD WELDS.
 - ALL STRUCTURAL STEEL FABRICATORS SHALL EMPLOY AN AWS CERTIFIED INDEPENDENT TESTING AGENCY TO PROVIDE SHOP WELD INSPECTIONS PER CODE. INSPECTION REPORTS AND REQUIRED DOCUMENTATION SHALL BE SUBMITTED TO ENGINEER OF RECORD PRIOR TO STEEL INSTALLATION.

SPECIAL CASES:

- EXPANSION, EPOXY, ADHESIVE, AND SCREW ANCHORS: DURING THE PLACEMENT OF ALL ANCHORS SHOWN ON STRUCTURAL DRAWINGS, ADDITIONAL INSPECTIONS REQUIRED FOR REPAIR DETAILS SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.
 - INSPECTION OF HOLE DEPTH AND DRILL BIT CONFORMANCE.
 - INSPECTION OF HOLE CLEANING WITH WIRE BRUSH AND COMPRESSED AIR.
 - INSPECTION OF ANCHOR INSTALLATION USING SPECIFIED PRODUCT AND MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES.
 - INSPECTION OF EXPANSION ANCHORS SHALL INCLUDE THE VERIFICATION OF THE TIGHTENING TORQUE THAT IS SPECIFIED BY THE ANCHOR MANUFACTURER.

DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:

- THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED TO BE CERTAIN IT CONFORMS TO THE APPROVED DESIGN DRAWINGS AND SPECIFICATION.
- THE SPECIAL INSPECTOR IS NOT AUTHORIZED TO APPROVE DEVIATIONS FROM THE DESIGN DRAWINGS OR SPECIFICATIONS AND ALL DEVIATIONS MUST BE APPROVED BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO PROCEEDING WITH THE WORK

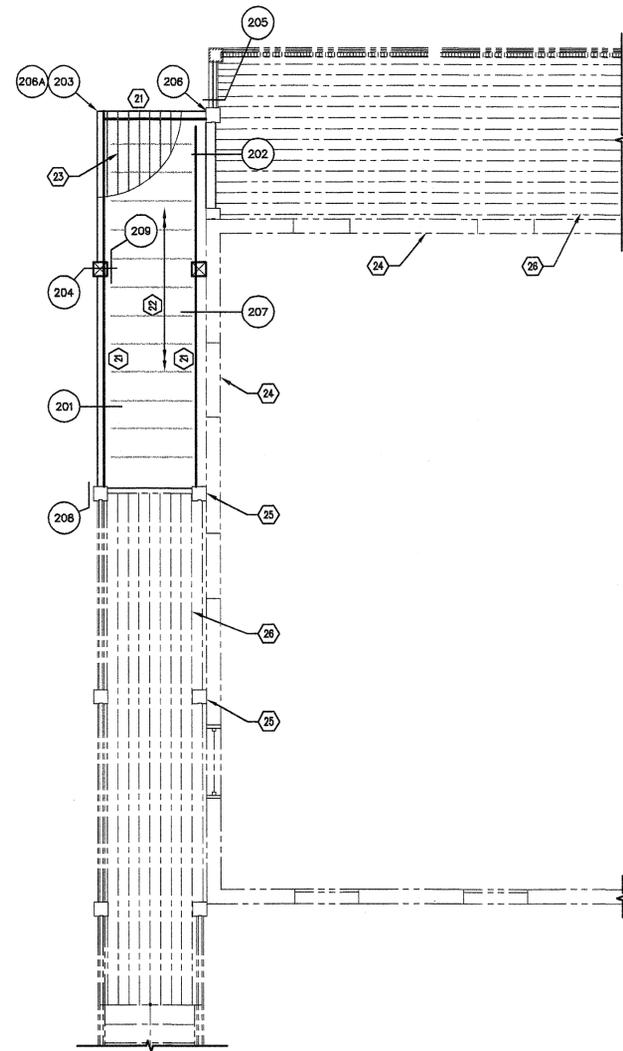
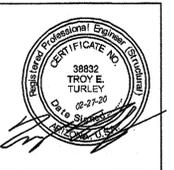


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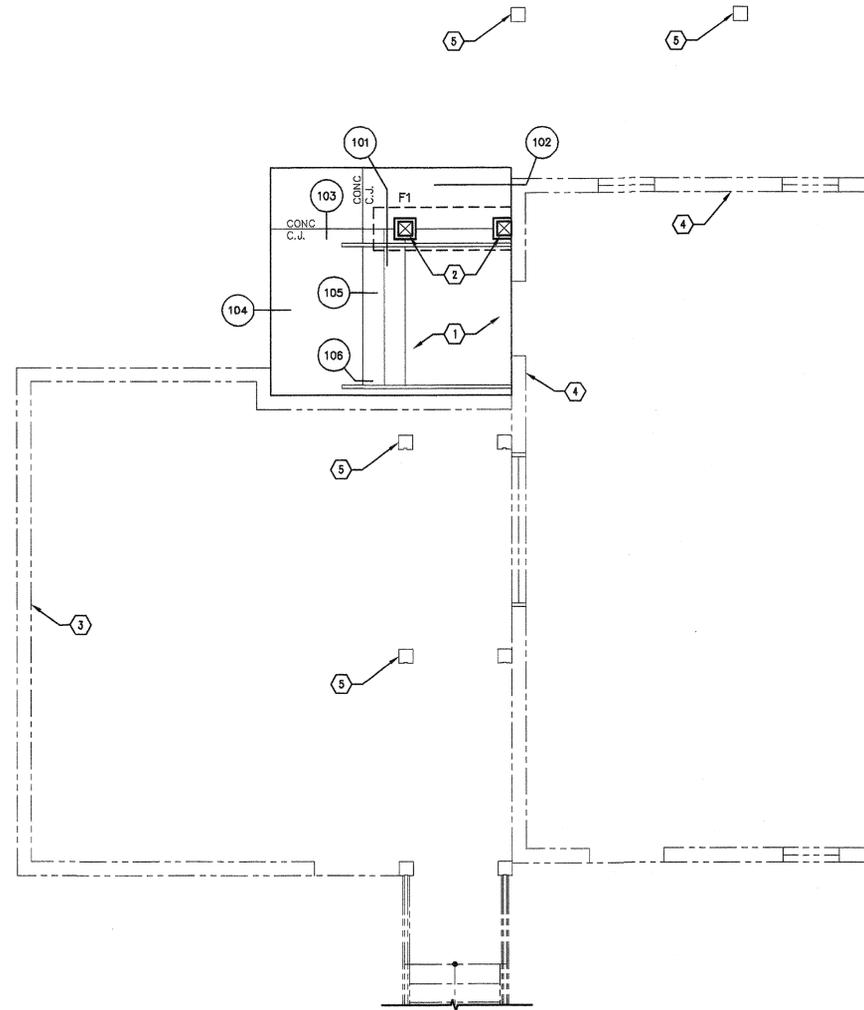
Tel: 602-264-3083
Fax: 602-274-7658



PARTIAL BALCONY FRAMING PLAN

SCALE: 1/4" = 1'-0"

BALCONY FLOOR FRAMING KEYNOTES		940-11
(21)	3 1/8"x12" GLULAM BEAM	
(22)	2"x8" JOIST AT 16" O.C.	
(23)	TREX COMPOSITE DECKING PER ARCH'L PLAN	
(24)	EXISTING BUILDING	
(25)	EXISTING RAIL POSTS, TYP	
(26)	EXISTING DECK TO REMAIN, TYP	



PARTIAL FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

FOUNDATION PLAN KEYNOTES		940-11
(1)	4" CONCRETE SLAB ON GRADE	
(2)	8"x8" WOOD POST	
(3)	EXISTING SITE WALL TO REMAIN	
(4)	EXISTING BUILDING WALL TO REMAIN	
(5)	EXISTING BALCONY POSTS TO REMAIN, TYP	

PLAN NOTES - TYP U.N.O.

- VERIFY ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS AND FIELD CONDITIONS. BUILDING DIMENSIONS AND ELEVATIONS, WHERE SHOWN, WERE PROVIDED BY THE ARCHITECT AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND COORDINATE ALL DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK. ANY DISCREPANCIES SHALL BE RESOLVED THROUGH THE ARCHITECT.
- SCHEDULED MARK DESIGNATIONS ARE TYPICAL TO THE PROJECT AND MAY NOT NECESSARILY BE FOUND ON THIS PLAN.
- (X), (Y), ETC. - AS SHOWN ON PLAN INDICATES KEYNOTES. SEE FLOOR FRAMING KEYNOTES ON THIS SHEET. KEYNOTE DESIGNATIONS ARE TYPICAL TO THE PROJECT AND MAY NOT NECESSARILY BE FOUND ON THIS PLAN.
- AS SHOWN ON PLAN INDICATES EXISTING BUILDING.
- F1, F2, ETC. - AS SHOWN ON PLAN INDICATES ISOLATED FOOTING. SEE SCHEDULE THIS SHEET.
- CONCRETE SLAB ON GRADE SHALL BE AS NOTED ON PLAN. VERIFY EXACT SIZE AND LOCATION OF DERESSED AND/OR RAISED SLABS WITH ARCH'L DRAWINGS. FOR SIDEWALK LOCATION, SEE ARCH'L DRAWINGS. FOR ADDITIONAL INFORMATION, SEE G.S.N. AND TYPICAL DETAILS.
- CONC. C.J. - AS SHOWN ON PLAN INDICATES LOCATION OF EITHER KEYS OR SAWCUT CONTROL JOINT IN CONCRETE SLAB ON GRADE AT CONTRACTOR'S OPTION. SEE G.S.N. AND TYPICAL DETAILS.
- FOR CLARITY, DETAILS MAY SHOW ONLY ONE SIDE OF FRAMING CONDITIONS. ALL OPENINGS MAY NOT BE SHOWN ON THIS PLAN. FOR EXACT SIZE, NUMBER AND LOCATION OF OPENINGS, SEE ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, SPRINKLER AND THEIR RELATED DRAWINGS. FOR FRAMING AT OPENINGS, SEE TYPICAL DETAILS.
- THE EXISTING CONDITIONS DEPICTED ON THESE DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER.

ISOLATED FOOTING (F) SCHEDULE

901-11

MARK	DIMENSIONS			FOOTING REINFORCING
	HEIGHT	WIDTH	LENGTH	
F1	12"	2'-0"	6'-6"	3 #4 CONTINUOUS TOP AND BOTTOM #4 AT 12" O.C. TRANSVERSE

NOTE:
1. FOR DEPTH OF FOOTING, SEE G.S.N. U.N.O.
2. CENTER FOOTING ON CONSTRUCTION ABOVE U.N.O.

drawing: PARTIAL BALCONY PLANS

project: BUILDING CODE UPGRADES AT THE
HISTORIC SILVER KING HOTEL
440 N. MAIN STREET
FLORENCE, ARIZONA

date: February 2020
drawn: J.A.S.
checked: J.A.S.
rev:

project number(s):

sheet:

S2.1

THESE DRAWINGS/CALCULATIONS ARE CONSIDERED PRELIMINARY - NOT FOR CONSTRUCTION OR RECORDING UNLESS THE STRUCTURAL ENGINEER OF RECORD'S SEAL IS AFFIXED WITH WRITTEN SIGNATURE.

PROJECT NUMBER	20-0232	PROJECT MANAGER	TET
PROJECT ENGINEER	TH	PROJECT DRAFTER	SMV

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consulting structural engineers
1215 West Rto Salgado Parkway, Suite 200
Tempe, Arizona 85281 (480) 774-1700 (774-1701 FAX)
www.ctsaz.com

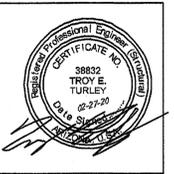


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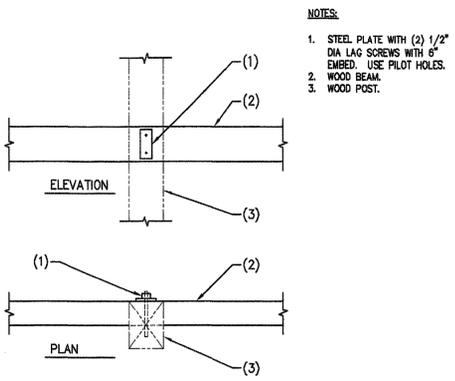


drawing: FOUNDATION AND FRAMING DETAILS
project: BUILDING CODE UPGRADES AT THE
HISTORIC SILVER KING HOTEL
440 N. MAIN STREET
FLORENCE, ARIZONA

date: February 2020
drawn: J.A.S.
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rev:

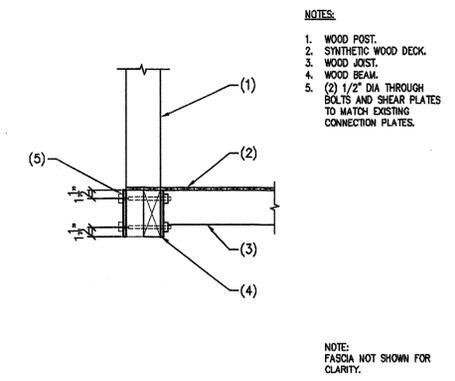
project number(s):

sheet:
S3.1



- NOTES:
1. STEEL PLATE WITH (2) 1/2" DIA LAG SCREWS WITH 6" EMBED. USE PILOT HOLES.
 2. WOOD BEAM.
 3. WOOD POST.

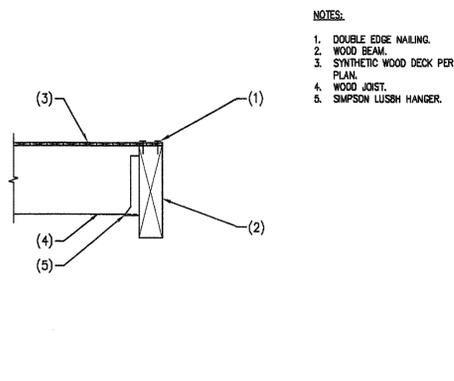
209 WOOD BEAM AT WOOD POST 20-0232 NO SCALE



- NOTES:
1. WOOD POST.
 2. SYNTHETIC WOOD DECK.
 3. WOOD JOIST.
 4. WOOD BEAM.
 5. (2) 1/2" DIA THROUGH BOLTS AND SHEAR PLATES TO MATCH EXISTING CONNECTION PLATES.

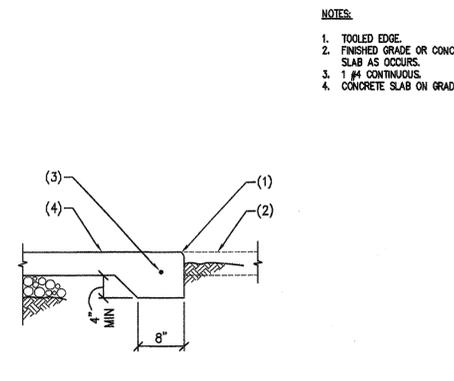
NOTE: FASCIA NOT SHOWN FOR CLARITY.

205 WOOD POST AT WOOD BEAM 20-0232 NO SCALE



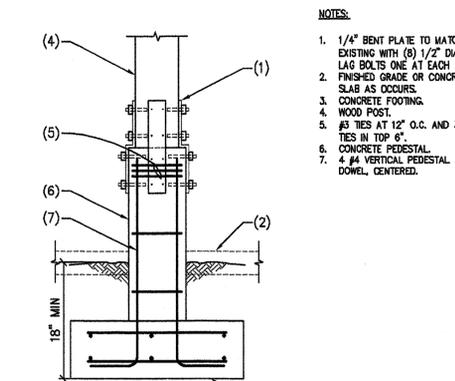
- NOTES:
1. DOUBLE EDGE NAILING.
 2. WOOD BEAM.
 3. SYNTHETIC WOOD DECK PER PLAN.
 4. WOOD JOIST.
 5. SIMPSON LUSHER HANGER.

201 WOOD JOIST AT WOOD BEAM 20-0232 NO SCALE



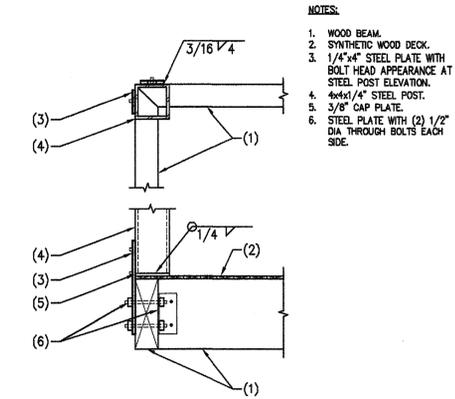
- NOTES:
1. TOOLED EDGE.
 2. FINISHED GRADE OR CONCRETE SLAB AS OCCURS.
 3. 1 #4 CONTINUOUS.
 4. CONCRETE SLAB ON GRADE.

104 CONCRETE TURNDOWN AT SIDEWALK EDGE 102-04 NO SCALE



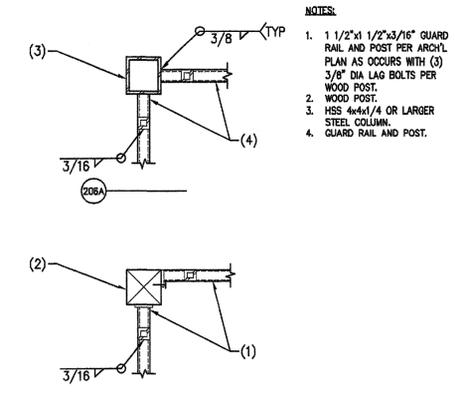
- NOTES:
1. 1/4" BENT PLATE TO MATCH EXISTING WITH (8) 1/2" DIA LAG BOLTS ONE AT EACH SIDE.
 2. FINISHED GRADE OR CONCRETE SLAB AS OCCURS.
 3. CONCRETE FOOTING.
 4. WOOD POST.
 5. #3 TIES AT 12" O.C. AND 3 TIES IN TOP 8".
 6. CONCRETE PEDESTAL.
 7. 4 #4 VERTICAL PEDESTAL DOWEL, CENTERED.

101 WOOD POST FOOTING 20-0232 NO SCALE



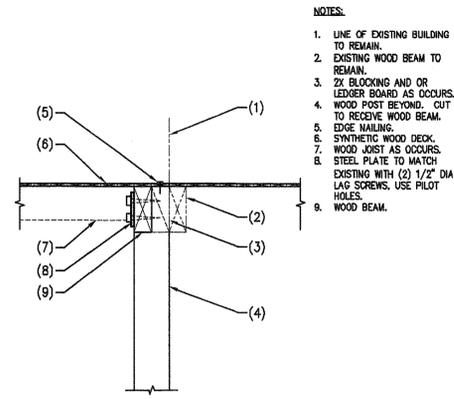
- NOTES:
1. WOOD BEAM.
 2. SYNTHETIC WOOD DECK.
 3. 1/4"x4" STEEL PLATE WITH BOLT HEAD APPEARANCE AT STEEL POST ELEVATION.
 4. 4x4x1/4" STEEL POST.
 5. 3/8" CAP PLATE.
 6. STEEL PLATE WITH (2) 1/2" DIA THROUGH BOLTS EACH SIDE.

210 BALCONY POST 20-0232 NO SCALE



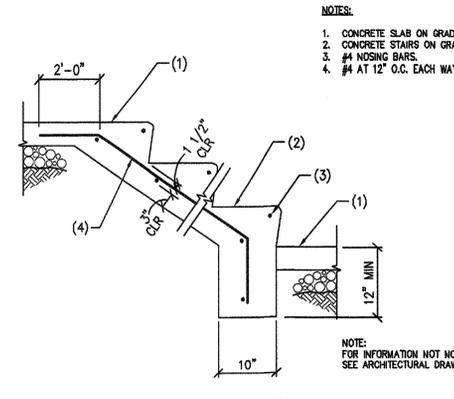
- NOTES:
1. 1 1/2"x1 1/2"x3/16" GUARD RAIL AND POST PER ARCH'L PLAN AS OCCURS WITH (3) 3/8" DIA LAG BOLTS PER WOOD POST.
 2. WOOD POST.
 3. HSS 4x4x1/4 OR LARGER STEEL COLUMN.
 4. GUARD RAIL AND POST.

206 GUARD RAIL TO WOOD POST OR STEEL COLUMN AS NOTED 20-0232 NO SCALE



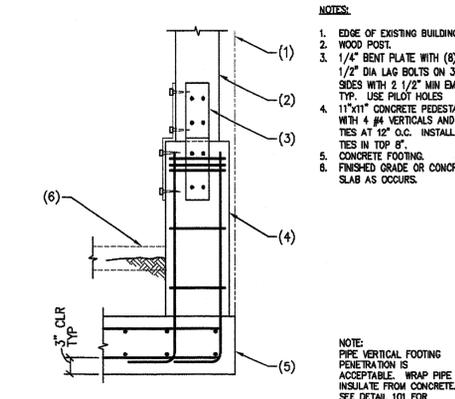
- NOTES:
1. LINE OF EXISTING BUILDING TO REMAIN.
 2. EXISTING WOOD BEAM TO REMAIN.
 3. 2X BLOCKING AND OR LEDGER BOARD AS OCCURS.
 4. WOOD POST BEYOND. CUT TO RESERVE WOOD BEAM.
 5. EDGE NAILING.
 6. SYNTHETIC WOOD DECK.
 7. WOOD JOIST AS OCCURS.
 8. STEEL PLATE TO MATCH EXISTING WITH (2) 1/2" DIA LAG SCREWS. USE PILOT HOLES.
 9. WOOD BEAM.

202 WOOD BEAM AT WOOD BEAM 20-0232 NO SCALE



- NOTES:
1. CONCRETE SLAB ON GRADE.
 2. CONCRETE STAIRS ON GRADE.
 3. #4 NOSING BARS.
 4. #4 AT 12" O.C. EACH WAY.

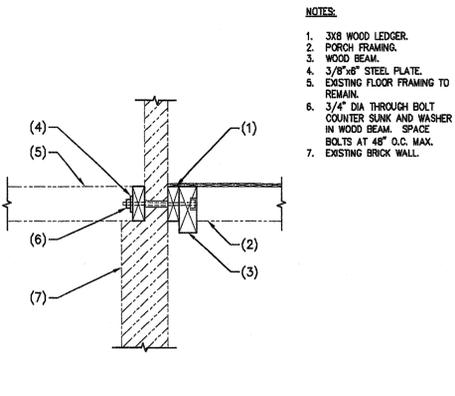
105 TYPICAL CONCRETE STAIRS ON GRADE 701-01 NO SCALE



- NOTES:
1. EDGE OF EXISTING BUILDING.
 2. WOOD POST.
 3. 1/4" BENT PLATE WITH (8) 1/2" DIA LAG BOLTS ON 3 SIDES WITH 2 1/2" MIN EMBED. TYP. USE PILOT HOLES.
 4. 11"x11" CONCRETE PEDESTAL WITH 4 #4 VERTICALS AND #3 TIES AT 12" O.C. INSTALL 3 TIES IN TOP 8".
 5. CONCRETE FOOTING.
 6. FINISHED GRADE OR CONCRETE SLAB AS OCCURS.

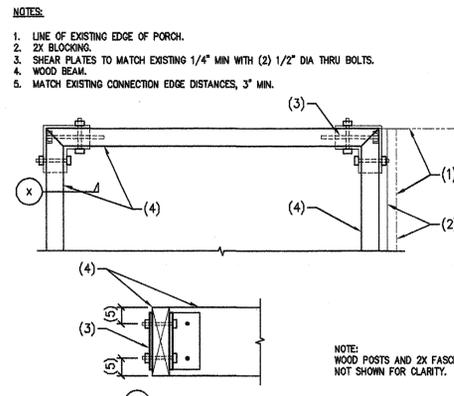
NOTE: FOR VERTICAL FOOTING PENETRATION IS ACCEPTABLE. WRAP PIPE TO INSULATE FROM CONCRETE. SEE DETAIL 101 FOR ADDITIONAL INFORMATION.

102 WOOD POST OFFSET FOOTING 20-0232 NO SCALE



- NOTES:
1. 3X8 WOOD LEDGER.
 2. PORCH FRAMING.
 3. WOOD BEAM.
 4. 3/8"x4" STEEL PLATE.
 5. EXISTING FLOOR FRAMING TO REMAIN.
 6. 3/4" DIA THROUGH BOLT COUNTER SUNK AND WASHER IN WOOD BEAM. SPACE BOLTS AT 48" O.C. MAX.
 7. EXISTING BRICK WALL.

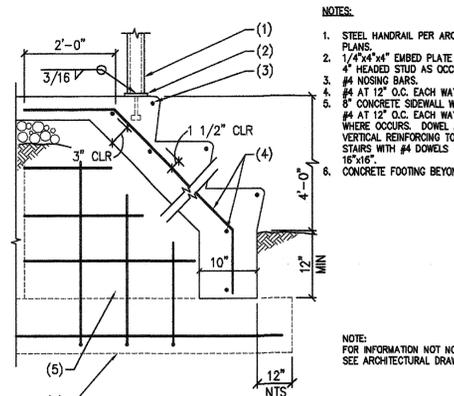
207 WOOD LEDGER CONNECTION 20-0232 NO SCALE



- NOTES:
1. LINE OF EXISTING EDGE OF PORCH.
 2. 2X BLOCKING.
 3. SHEAR PLATES TO MATCH EXISTING 1/4" MIN WITH (2) 1/2" DIA THRU BOLTS.
 4. WOOD BEAM.
 5. MATCH EXISTING CONNECTION EDGE DISTANCES, 3" MIN.

NOTE: WOOD POSTS AND 2X FASCIA NOT SHOWN FOR CLARITY.

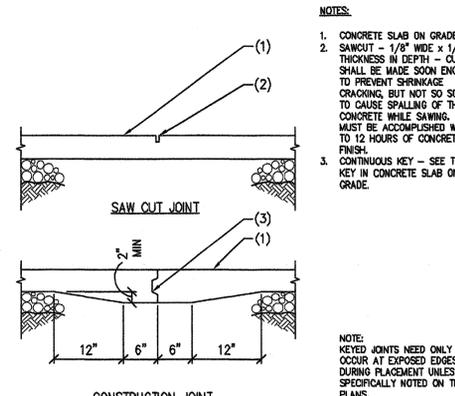
203 WOOD POST AT WOOD BEAM 20-0232 NO SCALE



- NOTES:
1. STEEL HANDRAIL PER ARCH'L PLANS.
 2. 1/4"x4"x4" EMBED PLATE WITH 4" HEADED STUD AS OCCURS.
 3. #4 NOSING BARS.
 4. #4 AT 12" O.C. EACH WAY.
 5. #8 CONCRETE SIDEWALL WITH #4 AT 12" O.C. EACH WAY WHERE OCCURS. DOWEL ALL VERTICAL REINFORCING TO STAIRS WITH #4 DOWELS 16"x16".
 6. CONCRETE FOOTING BEYOND.

NOTE: FOR INFORMATION NOT NOTED, SEE ARCHITECTURAL DRAWINGS.

106 TYPICAL CONCRETE STAIRS ON GRADE 701-02M NO SCALE



- NOTES:
1. CONCRETE SLAB ON GRADE.
 2. SAWCUT - 1/8" WIDE x 1/4" SLAB THICKNESS IN DEPTH - CUT SHALL BE MADE SOON ENOUGH TO PREVENT SHRINKAGE CRACKING, BUT NOT SO SOON AS TO CAUSE SPALLING OF THE CONCRETE WHILE SAWING. WORK MUST BE ACCOMPLISHED WITHIN 4 TO 12 HOURS OF CONCRETE FINISH.
 3. CONTINUOUS KEY - SEE TYPICAL KEY IN CONCRETE SLAB ON GRADE.

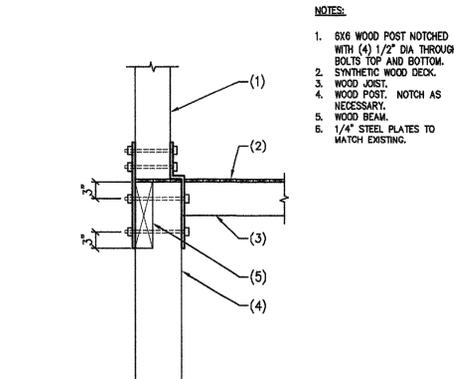
NOTE: KEVED JOINTS NEED ONLY OCCUR AT EXPOSED EDGES DURING PLACEMENT UNLESS SPECIFICALLY NOTED ON THE PLANS.

103 CONTROL JOINTS IN CONCRETE SLAB ON GRADE (L)101-01 NO SCALE



- NOTES:
1. EXISTING WOOD BEAM TO REMAIN.
 2. EXISTING WOOD POST.
 3. (2) 1/2" DIA LAG BOLTS WITH 3 1/2" MIN EMBED. USE PILOT HOLES.
 4. WOOD BEAM.
 5. 1/4" STEEL PLATE.

208 WOOD BEAM AT EXISTING POST 20-0232 NO SCALE



- NOTES:
1. 6X6 WOOD POST NOTCHED WITH (4) 1/2" DIA THROUGH BOLTS TOP AND BOTTOM.
 2. SYNTHETIC WOOD DECK.
 3. WOOD JOIST.
 4. WOOD POST. NOTCH AS NECESSARY.
 5. WOOD BEAM.
 6. 1/4" STEEL PLATES TO MATCH EXISTING.

204 WOOD POST AT WOOD BEAM 20-0232 NO SCALE

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PROJECT NUMBER	20-0232	PROJECT MANAGER	TET
PROJECT ENGINEER	TH	PROJECT DRAFTER	SMV

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consulting structural engineers
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Tempe, Arizona 85281 (480) 774-1700 (774-1701 FAX)
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GENERAL NOTES:

ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH 2017 (OR LATEST ADOPTED) NATIONAL ELECTRICAL CODES AND ALL APPLICABLE LOCAL CODES, ORDINANCES AND MAG AMENDMENTS TO N.E.C.

ALL WIRING SHALL BE COPPER UNLESS OTHERWISE NOTED. INSULATION SHALL BE TYPE XHHW OR THHN/THWN.

ALL PENETRATIONS OF FIRE RESISTIVE FLOORS OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UNDERWRITERS LABORATORY LISTINGS FOR THROUGH PENETRATIONS FIRESTOP SYSTEMS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILS WHICH SHOW COMPLETE CONFORMANCE TO THE U.L. LISTING TO THE INSPECTORS. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION WITH ALL VARIABLES DEFINED.

CONTRACTOR IS TO VERIFY CONDITION OF EXISTING INSTALLATIONS BY FIELD INSPECTION. CONTRACTOR IS TO PROVIDE NEW WIRE, CONDUIT, AND BOXES AS REQUIRED WITH NO ADDITIONAL COST.

CONTRACTOR IS TO COORDINATE WITH MECHANICAL CONTRACTOR FOR EXACT LOCATIONS AND REQUIREMENTS OF ALL MECHANICAL EQUIPMENT PRIOR TO ROUGH-IN.

PROVIDE GFCI PROTECTION FOR RECEPTACLES WITHIN 6 FEET OF SINKS PER NEC 210.8(B) AND GFCI PROTECTION DEVICES ARE REQUIRED TO BE READILY ACCESSIBLE PER NEC 210.8.

OUTDOOR RECEPTACLES; GFCI PROTECTION IS REQUIRED FOR RECEPTACLES PER NEC 210.8(B) (4) AND RECEPTACLES IN DAMP OR WET LOCATIONS ARE REQUIRED TO BE WEATHER PROOF AND WEATHER RESISTANT DEVICES PER NEC 406.9(A) AND (B).

CONTRACTOR IS TO PROVIDE BOND WIRE IN ALL RACEWAYS, SIZED PER N.E.C. ART. #250.

CONTRACTOR IS TO VERIFY EXACT LOCATIONS, MOUNTING HEIGHTS AND ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PROVIDED BY OTHERS PRIOR TO ROUGH-IN. CONTRACTOR IS TO PROVIDE DISCONNECT SWITCHES AND TRANSFORMERS AS REQUIRED, AND FINAL CONNECTIONS TO EQUIPMENT PER OWNER.

CONTRACTOR IS TO PROVIDE AND INSTALL ADDITIONAL EXIT SIGNS, EMERGENCY LIGHTS AND NIGHT LIGHTS IF REQUIRED BY GOVERNING INSPECTOR.

ELECTRICAL CONTRACTOR SHALL PROPERLY SUPPORT ALL EXISTING AND NEW CONDUIT FROM NEW SUPPORTS PER NEC ART. 300-11.

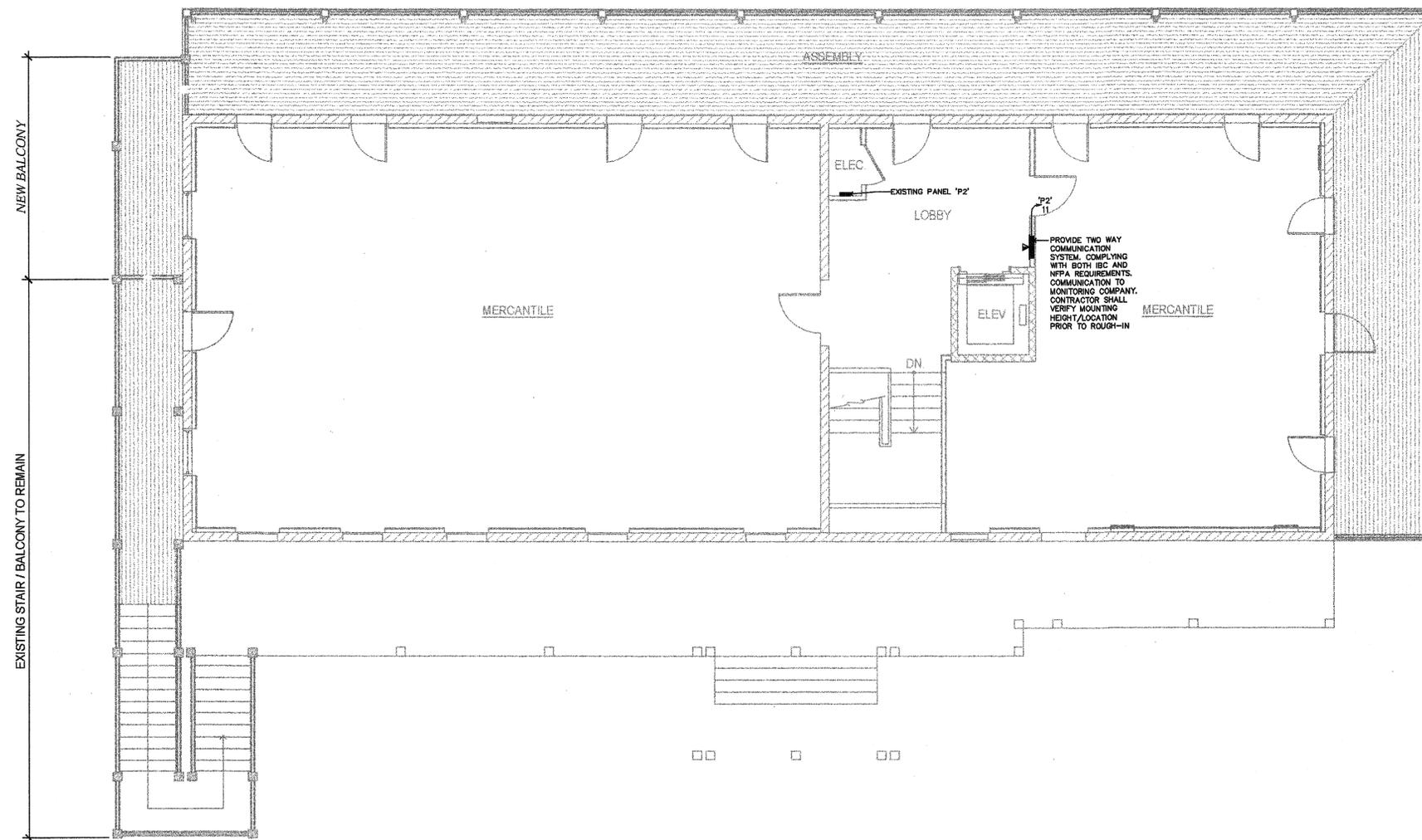
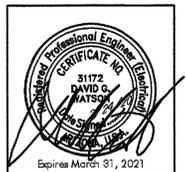


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Fax: 602-274-7658



POWER FLOOR PLAN

SCALE: 3/16" = 1'-0"

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Job No. 20035
Electrical Consulting Engineering Group
David Watson, P.E.
dave@mwgroup.com
o: 480.731.5050 e: 480.201.3517
www.mwengineeringllc.com
2001 W. Alameda Dr, Suite 102, Tempe, AZ 85282

drawing: POWER PLAN

**BUILDING CODE UPGRADES AT THE
HISTORIC SILVER KING HOTEL
440 N. MAIN STREET
FLORENCE, ARIZONA**

project:

date: January 2020
drawn: DW
checked: DW
rev:

project number(s):

sheet:
E-1

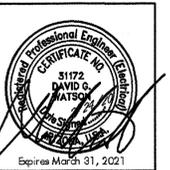


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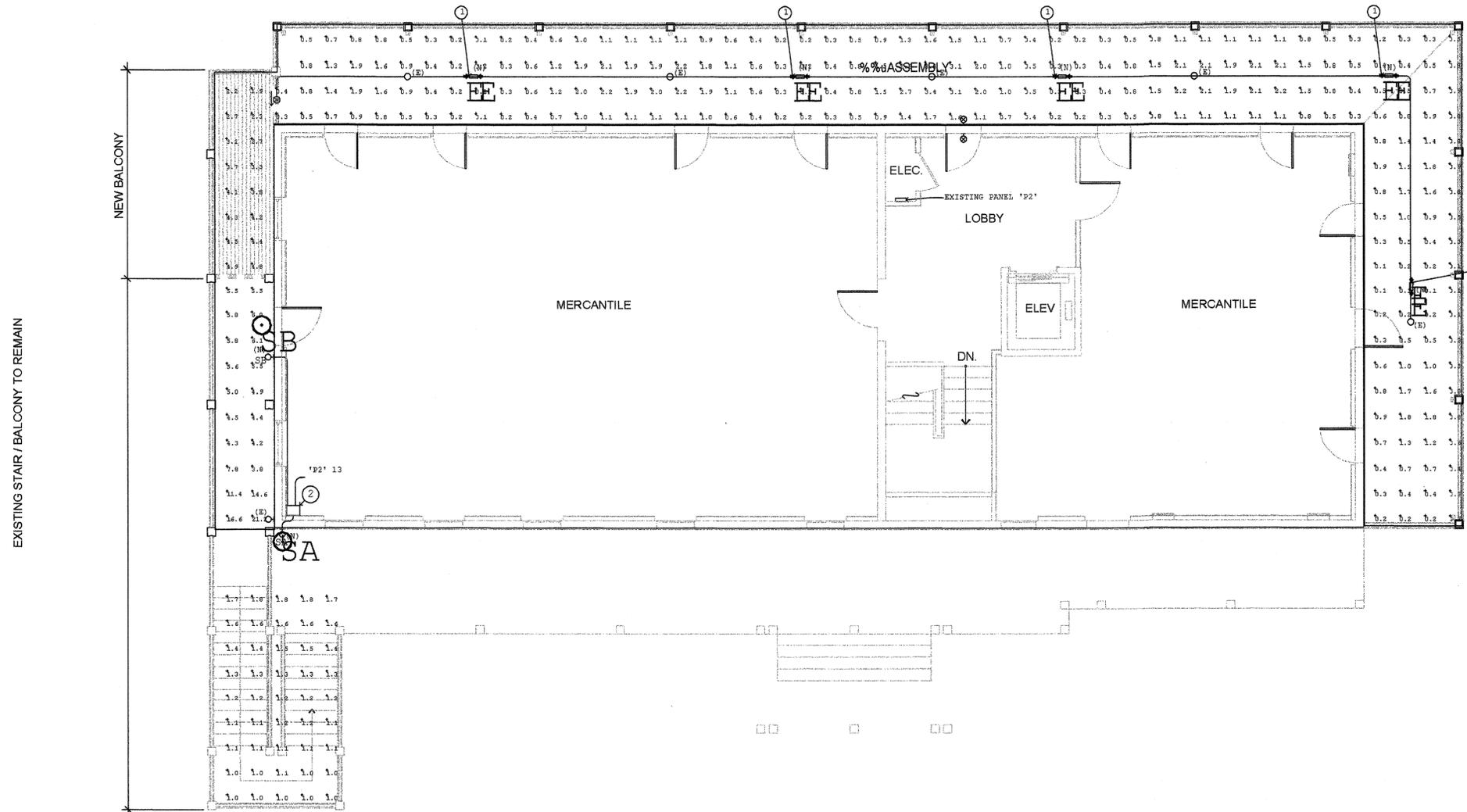
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Fax: 602-274-7658



LIGHT FIXTURE SCHEDULE

MARK	DESCRIPTION	MFR	CATALOG #	VOLT.	LAMPS		REMARKS
					#	TYPE	
SA	WIDE THROW CIRCULAR LED WALL MOUNT, BLACK	U.S. ARCHITECTURAL LTG	RSB18-PLD-IV-FT-36LED-700MA-WM-RAL-9005-T	120	-	LED 79W	INVERTER BACKED UP WALL MOUNT
SB	MEDIUM THROW CIRCULAR LED WALL MOUNT, BLACK	U.S. ARCHITECTURAL LTG	RSB18-PLD-II-20LED-350MA-WM-RAL-9005-T	120	-	LED 22W	INVERTER BACKED UP WALL MOUNT
EL	EMERGENCY LIGHT UNIT WITH BATTERY BACK-UP	DUAL-LITE	EV4D-02L BLACK-FINISH	120	-	LED 2W HEADS DAMP	.5 WATTS PER FIXTURE STANDBY DAMP LOCATION
ES	EXIT SIGN WITH BATTERY BACK-UP	COMPASS	WALL/CEILING MOUNT CE SERIES BLACK-FINISH	↓	-	LED'S W/FIXTURE	.5 WATTS PER FIXTURE STANDBY DAMP LOCATION

*NOTE:
FLUORESCENT FIXTURES SHALL CONTAIN A BALLAST DISCONNECTING MEANS IN ACCORDANCE WITH N.E.C. ARTICLE 410.130(G).



EMERGENCY EGRESS PHOTOMETRIC PLAN

SCALE: 3/16" = 1'-0"



drawing: PHOTOMETRIC FOR EMERGENCY EGRESS

project: **BUILDING CODE UPGRADES AT THE HISTORIC SILVER KING HOTEL 440 N. MAIN STREET FLORENCE, ARIZONA**

date: January 2020
drawn: DW
checked: DW
rev:

project number(s):

sheet:
E-3

mw Job No. 20035
mw engineering, llc
 Electrical Consulting Engineering Group

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 2001 W. Alameda Dr., Suite 102 Tempe, AZ 85282

ELECTRICAL SYMBOLS (NOTE: ALL SYMBOLS MAY NOT APPLY TO THIS PROJECT)

- FLUORESCENT FIXTURE
- FLUORESCENT FIXTURE WITH EMERGENCY BATTERY PACK, 1100 LUMENS
NL = NIGHT LIGHT - UNSWITCHED
EM = LINE SENSITIVE - OPERATES ONLY ON POWER OUTAGE - SWITCHED
- CEILING MOUNTED LIGHT FIXTURE
- WALL MOUNTED LIGHT FIXTURE
- FLUORESCENT FIXTURE
- ⊕ EXIT SIGN - SEE LIGHT FIXTURE SCHEDULE
- ⊕ SURFACE-MOUNT EMERGENCY LIGHTING BATTERY PACK-SINGLE OR DOUBLE HEAD- SEE LIGHT FIXTURE SCHEDULE
- ⊕ RECESSED EMERGENCY LIGHTING BATTERY PACK-SINGLE OR DOUBLE HEAD- SEE LIGHT FIXTURE SCHEDULE
- ⊕ JUNCTION BOX IN ACCESSIBLE LOCATION ABOVE REMOVABLE CEILING W/ FLEXIBLE CONDUIT CONNECTION TO LIGHT FIXTURE
- ⊕ FLEXIBLE CONDUIT CONNECTION TO EQUIPMENT
- ⊕ JUNCTION BOX IN ACCESSIBLE LOCATION
- ⊕ DUPLEX CONVENIENCE RECEPTACLE AT +15" A.F.F. TO BOTTOM OR AS NOTED
- ⊕ FOUR-PLEX CONVENIENCE RECEPTACLE AT +15" A.F.F. TO BOTTOM OR AS NOTED
- ⊕ ISOLATED GROUND RECEPTACLE AT + 15" A.F.F. TO BOTTOM OR AS NOTED
- ⊕ RECEPTACLE (TYPE AS SHOWN) AT + 42" A.F.F.
- ⊕ SPECIAL USE RECEPTACLE. VERIFY NEMA NUMBER AND MOUNTING HEIGHT WITH EQUIPMENT
- S₃S₄ TOGGLE SWITCH - SINGLE POLE, 3-WAY, 4-WAY AT +42" OR AS NOTED ON PLANS.
- S_P SINGLE-POLE, ILLUMINATED HANDEL OR PILOT LIGHT TOGGLE SWITCH AT +42" OR AS NOTED ON PLANS
- S_M MOTOR RATED SWITCH WITH THERMAL PROTECTION
- S_V MOTOR SPEED CONTROL SWITCH. FURNISHED BY ELECTRICAL CONTRACTOR.
- DIMMER SWITCH AT + 42" A.F.F. "LUTRON" NP SERIES. SIZE DIMMER FOR LOAD. TRACK LIGHTING SHALL HAVE "LUTRON" NP2000 DIMMER
- PHOTOCELL - TORK #2100 - MOUNT ON ROOF AND AIM NORTH
- ⊕ TIMESWITCH: TORK 'W' SERIES OR EQUAL
- CIRCUIT IN CONDUIT CONCEALED IN FLOOR
- CIRCUIT IN CONDUIT CONCEALED IN WALLS OR ABOVE CEILING
- HOMERUN TO PANELBOARD OR AS NOTED
- PANELBOARD, MOUNT TOP OF PANEL AT + 6'-8". STUB (2) 3/4" E.C. INTO ACCESSIBLE CEILING SPACE ON FLUSH MOUNTED PANELS.
- MOTOR: SIZE AND RATING AS SHOWN. EF INDICATES 55-WATT, 120V. EXHAUST FAN
- ⊕ A.C. MAGNETIC STARTER BY ELECTRICAL CONTRACTOR. HORSEPOWER, VOLTAGE AND PHASE RATED, NUMBER OF POLES REQUIRED, FURNISH WITH (1) N.O. AUXILIARY CONTACT (120 V. CONTROL) SINGLE SPEED NON-REVERSING UNLESS OTHERWISE SHOWN ON PLAN
- DISCONNECT SWITCH - HORSEPOWER RATED, FUSED, NEMA 3R WHERE OUTSIDE. N.F. INDICATES NON-FUSED. (FUSE PER EQUIPMENT MANUFACTURERS' SPECIFICATIONS.)
- ⊕ STRIP HEATER AND CONTROL
- ⊕ MOTOR CONTROLLER - FURNISHED WITH EQUIPMENT
- ▲ TELEPHONE OUTLET AT +15" TO BOTTOM OR AS NOTED WITH 3/4"C. UP INTO ACCESSIBLE CEILING SPACE UNLESS SHOWN OTHERWISE
- ▲ DATA OUTLET AT + 15" A.F.F. TO BOTTOM OR AS NOTED. STUB 3/4"C. INTO ACCESSIBLE CEILING SPACE
- ▲ DATA/TELEPHONE OUTLET AT + 15" A.F.F. TO BOTTOM OR AS NOTED. STUB 3/4"C. INTO ACCESSIBLE CEILING SPACE
- ⊕ APPROVED TEMPERATURE SEAL-OFF AND EXPANSION JOINTS AS REQ'D BY N.E.C. ART. #300-7
- ⊕ FLUSH FLOOR FOURPLEX OUTLET AND DATA/TELEPHONE OUTLET COMBO WITH BRASS DEVICE PLATE
- ⊕ FLUSH FLOOR DATA RECEPTACLE WITH BRASS COVER PLATE AND 3/4"C. STUBBED TO ABOVE ACCESSIBLE CEILING LOCATION
- ⊕ FLUSH FLOOR TELEPHONE RECEPTACLE WITH BRASS COVER PLATE AND 3/4"C. STUBBED TO ABOVE ACCESSIBLE CEILING LOCATION
- ⊕ FLUSH FLOOR DUPLEX OUTLET WITH BRASS DEVICE PLATE
- ⊕ FLUSH FLOOR FOURPLEX OUTLET WITH BRASS DEVICE PLATE
- ⊕ ISOLATED GROUND RECEPTACLE "HUBBELL" # IG5263 20A, 125V, FLUSH FLOOR WITH BRASS DEVICE PLATE
- ⊕ TELEVISION OUTLET AT + 15" TO BOTTOM OR AS NOTED. STUB 3/4"C INTO ACCESSIBLE CEILING SPACE
- ⊕ A.D.A.--APPROVED FIRE ALARM STROBE
- ⊕ A.D.A.--APPROVED FIRE ALARM HORN/STROBE
- ⊕ A.D.A.--APPROVED FIRE ALARM PULL STATION
- ⊕ A.D.A.--APPROVED SMOKE DETECTOR MOUNTED IN CEILING OR AS INDICATED
- ⊕ OCCUPANCY SENSOR (OVAL TECHNOLOGY) 1000 WATT CEILING MOUNTED AS MANUFACTURED BY WATT STOPPER (NO SUBSTITUTIONS)
- ⊕ OCCUPANCY SENSOR (OVAL TECHNOLOGY) 1000 WATT WALL MOUNTED AS MANUFACTURED BY WATT STOPPER (NO SUBSTITUTIONS)
- WP WEATHER PROOF
- EDF ELECTRIC DRINKING FOUNTAIN
- S.E.S. SERVICE ENTRANCE SECTION
- T.M.B. TELEPHONE MOUNTING BOARD: 4' X 8' X 3/4" PLYWOOD WITH #6 CU. BOND WIRE TO GROUNDING ELECTRODE SYSTEM
- T.T.C. TELEPHONE TERMINAL CABINET: 36" W. X 36" H X 6" D 16 GA. WEATHERPROOF HINGED LOCKABLE COVER, 5/8" PLYWOOD BACKBOARD. PROVIDE A #6 CU BOND TO GROUNDING ELECTRODE SYSTEM

EXISTING PANEL

PANEL	P2	200 AMP	120/208V., 3Ø, 4W	MAIN 200/2 MCB	NEMA 1	SURF MTS
LOCATION	SEE PLAN		TYPE SEE C.B. NOTE	BREAKER RATING 65/10K AIC		
USE/AREA SERVED	CB No	A	B	C	No CB	USE/AREA SERVED
LTG - SUITE 202	20	1	435		2	CU SUITE 202
LTG - SUITE 201	20	3	2495	145	4	
LTG - EXTERIOR	20	3	2495	607	8	SPARE
REC - SUITE 202 E.	20	7	340		8	2
REC - SUITE 202 W.	20	9	540		10	SPACE
EMERGENCY CALL BOX	20	11		480		SPACE
BODINE INVERTER	20	13	500		14	SPACE
SPACE	20	14			18	SPACE
SPACE	20	17			18	SPACE
SPACE	20	18			20	SPACE
SPACE	20	21			22	SPACE
SPACE	20	23			24	SPACE
SPACE	20	24			40	CONDENSER 5,8
SPACE	20	27	3840		28	
SPACE	20	28	3840	3640	30	3
SPACE	20	31			32	SPACE
SPACE	20	33			34	SPACE
SPACE	20	35			36	SPACE
SPACE	20	37			38	SPACE
SPACE	20	39			40	DUCT DETECTOR
SPACE	20	41			42	SPACE
TOTAL (CONNECTED)		7811	7021	4927		
25 % CONTINUOUS		110	40	152		
TOTAL (CODE)		7921	7061	5079	7921 VA / 120V. = 66	

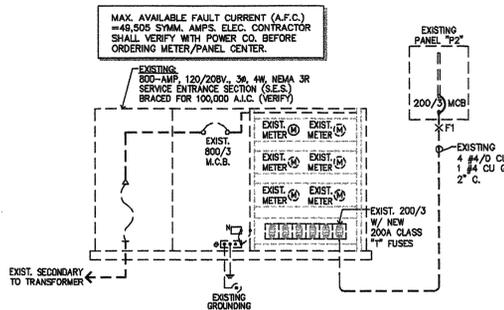
LOAD CALCULATION:

EXISTING LOADS:
EXISTING HIGH DEMAND = 34.1 KW
 $34100 \times 125\% \div 208 \sqrt{3} = 148$ AMPS

NEW LOADS:
PANEL "P2" NEW LOADS = 6 AMPS
TOTAL LOAD ON S.E.S. = 154 AMPS

PANEL LEGEND:

- INDICATES EXISTING CIRCUIT BREAKER & LOAD.
- INDICATES NEW CIRCUIT BREAKER & LOAD.
- INDICATES CIRCUIT BREAKER WITH 'LOCK-OFF' DEVICE.
- INDICATES EXISTING CIRCUIT BREAKER W/CHANGED LOAD.
- △ INDICATES CIRCUIT THRU
- ▲ MISCELLANEOUS.
- * INDICATES CONTINUOUS LOAD TAKEN @ 125% PER N.E.C.



EXISTING ONE-LINE DIAGRAM

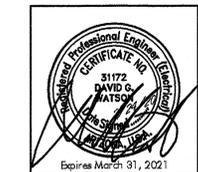
- NOTES: 1. ALL EQUIPMENT & INSTALLATIONS ARE EXISTING UNLESS NOTED AS 'NEW'.
2. ELECTRICAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO ANY WORK.
3. ALL CONDUCTOR SIZES BASED ON TYPE 'XHHW' & 'THHN/THHW' COPPER.



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drawing: ELECTRICAL ONE-LINE DIAGRAM & PANEL SCHEDULES
project: **BUILDING CODE UPGRADES AT THE HISTORIC SILVER KING HOTEL 440 N. MAIN STREET FLORENCE, ARIZONA**

date: January 2020
drawn: DW
checked: DW
rev:

project number(s):

sheet:
E-4

mw Job No. 20035
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ELECTRICAL SYSTEM SPECIFICATIONS - DIVISION 16000

(SOME SECTIONS MAY NOT APPLY)

1. GENERAL CONDITIONS

The General Provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions) and Division 1 - General Requirements as appropriate, apply to the work specified in this Section.

2. SCOPE OF WORK

The work included under this section consists of furnishing all materials, equipment, and labor and the performing of all functions, except as otherwise specified herein or shown on the drawings to be performed by others, for the installation and placing into operation of a complete electrical system as specified and shown on the drawings.

3. GENERAL DESCRIPTION

3.1 The work in general shall consist of, but is not necessarily limited to the following.

3.1.1 Furnishing and installing all fixtures with lamps as indicated on the drawings and as specified herein unless noted.

3.1.2 Furnishing and installing all electrical work, panels, service, conduit, wiring, etc., for all outlets and equipment.

3.1.3 Furnishing and installing all telephone outlets, conduits with pull strings and telephone mounting boards including conduit from telephone mounting board to the building entrance as indicated on the plan.

3.1.4 Furnishing and installing a complete Fire Alarm system as indicated on plans.

3.1.5 Include \$ hundred dollars) allowance for power and telephone company utility service charges. Difference between actual cost and allowance to be credited or billed to the Owner.

3.1.6 Furnishing and installing all motor starters and control components, not specifically specified to be furnished in accordance with other sections of the specifications.

3.1.7 Furnishing and installing all power and wiring except that which is pre-wired in factory assembled equipment.

3.1.8 Installing all LINE VOLTAGE mechanical control wiring and associated controls which are furnished by the Mechanical Contractor (low voltage control wiring and controls shall be furnished and installed by the Mechanical Contractor).

3.1.9 Painting work as described under other sections of these specifications. Clean and prepare all surfaces ready for painting.

3.1.10 Provide temporary construction power as outlined below. This service shall be maintained throughout the entire job as the work progresses. Provide outlets at convenient points and in sufficient numbers so that no extension cord over 50 feet in length is required to reach any work point. Maintain general lighting in corridors, stairs, basement and other areas not receiving sufficient daylight required for safety. Remove temporary work as rapidly as required for or allowed by installation of permanent work.

3.1.11 Certain items of work by other trades will be necessary for the completion of work under this division. Cooperate with other trades and arrange for these items to be performed in orderly course.

3.1.12 This Contractor shall review the mechanical control requirements as specified and shown on the drawings and shall furnish and install all necessary conduit, wiring, boxes, protective devices, switches, etc., for the completion and proper operation of the system.

3.1.13 Review all drawings and all specifications for each section of work. Unless specifically noted otherwise, herein or elsewhere, furnish and install items of any electrical nature required for completion of work for other trades, whether or not same is shown or noted in this or other sections.

4. REGULATIONS AND CODES

The Contractor must comply with all state, municipal and federal safety laws, construction codes, ordinances and regulations relating to building and public health and safety. In addition, comply with rules and regulations of the State Fire Protection Code. Fire protection material must bear the Fire Underwriters Laboratories label.

5. GENERAL REQUIREMENTS

5.1 The Contractor shall examine the premises and satisfy himself of existing conditions under which he will be obligated to operate in performing his part of the work or that will in any manner affect the work under the contract. The Contractor shall cooperate with other trades so that the installations of all equipment may be properly coordinated.

5.2 All equipment furnished shall fit the space available, with connection, etc., in the required locations and with adequate space for operating and servicing. The drawings are generally diagrammatic and indicate the manner and method of the installation, while the specifications and fixture list denote the type and quality of material and workmanship to be used. Where a conflict exists between the drawings and the specifications, the Contractor shall promptly notify the Architect/Engineer whose decision shall be final. No allowance will be made subsequently in this connection in behalf of the Contractor after award of the contract.

6. EQUIPMENT AND MATERIAL

6.1 All materials furnished under this contract shall be new (except as noted), free from defects of any character, shall conform with the standards of the Underwriters Laboratories, Inc. (U.L.) (or other nationally recognized Laboratory), in every case where such a standard has been established and shall be so labeled. It is the intention of these specifications to indicate a standard of quality for all materials incorporated in this work, and where materials are not specified herein and are required to complete the electrical installation, these materials shall be of first quality for use intended. Manufacturers of similar quality products will be considered unless the specifications or drawings indicate otherwise.

6.2 Materials shall be suitable for intended use and location. Unless otherwise shown use NEMA-1 for interior areas and NEMA-3R for exterior areas.

6.3 The Architect/Engineer decision as to equal in grade and quality shall rule and be final for all electrical materials incorporated in this work. Where two or more similar type items are furnished, all shall be of the same manufacturer (e.g., all disconnect switches shall be of the same manufacturer) unless otherwise noted herein or shown on the drawings. All material and installation methods used shall be in accordance with the latest and approved electrical and mechanical engineering practices.

7. SERVICE ENTRANCE EQUIPMENT

7.1 Service entrance equipment shall be in accordance with the requirements of the municipal governing body and serving utility. Shop drawings shall be submitted to the serving utility for written approval before ordering equipment.

7.2 Label equipment and each individual overcurrent device per Section 16000.22.

7.3 Approved manufacturers are: Sun Valley, Square D, Cutler-Hammer, Siemens/ITE, General Electric

8. PANELBOARDS

8.1 Each panel shall be provided with door lock and two keys, all keyed alike. Each panel shall be provided with typewritten sheet installed on door identifying the use of each branch circuit. Panels shall have bussing as indicated on the drawings.

8.2 Label equipment per Section 16000.22

8.3 Approved manufacturers are: Square D, Cutler-Hammer, Siemens/ITE, General Electric

9. STARTERS

9.1 All motor starters shall be furnished under this section of the specifications unless an integral part of equipment or noted as furnished with equipment specified under other sections of these specifications.

9.2 Separately mounted motor starters shall be across-the-line combination magnetic with 120V coils, fused disconnect contactors, additional auxiliary contact for interlocking of controls. Provide pushbutton or selector switch in cover. Switchboard mounted starters shall be magnetic with 120V coils and additional auxiliary contacts as required for interlocking of controls. Starters shall have an integral control circuit transformer or separate 120V control with control circuit disconnect switch in cover.

9.3 Manual starters shall be horsepower, voltage and phase rated with overload protection and green "on" pilot light. Surface mounted unless noted otherwise.

9.4 All starters shall have overload protection in all phase lines. Furnish and install the proper size overload heater elements determined from full load nameplate readings on motors and compensation for ambient temperature in all starters whether they be furnished under this Section or other Sections.

9.5 Label per Section 16000.22

9.6 Approved manufacturers are: Square D

10. TRANSFORMERS

10.1 Transformers shall be dry type, with voltage ratings as indicated on plans. Transformers shall be rated for full load operation at a maximum 150 degree centigrade rise above a 40 degree centigrade ambient or as otherwise noted on drawings. Provide at least (4) 2 1/2 percent taps, two above normal and two below normal and have a sound rating not to exceed NEMA standards. Special "K" factor ratings as noted.

10.2 Submit complete transformer data with shop drawings for approval. The data shall include efficiencies, core and copper losses, impedance, regulation and sound level.

10.3 Installation of transformers shall be on vibration isolators and all wiring connections with flexible conduit.

10.4 Label per Section 16000.22

10.5 Approved manufacturers are: ACME, Square D, Jefferson, Cutler-Hammer, Westinghouse, General Electric, or same manufacturer as distribution equipment.

11. CONDUIT

11.1 Metallic conduits shall be hot dipped galvanized equal to LTV Steel.

11.2 Electric metallic tubing (EMT) is permitted for exposed work above 6'-0" A.F.F. or concealed work only. EMT is NOT permitted in the following: (1) in or under concrete, (2) in earth, (3) in grouted walls, (4) exterior of building, (5) with dissimilar metals, (6) where it will be subject to severe physical damage (either during or after installation), (7) in any hazardous (classified location) except as permitted by 502.10, 503.10 and 504.20, (8) without an equipment grounding conductor. Size and provide equipment grounding conductor per Article 250 and increase conduit size if required.

11.3 Rigid PVC conduit is permitted only underground or as noted on drawings. Provide rigid steel elbows and flanges (NO MINIMUM SIZE). Size and provide equipment grounding conductor per Article 250 and increase conduit size if required.

11.4 Rigid galvanized or sherodized steel shall be used for all exposed conduit below 6'-0" A.F.F. or as noted on drawings. Where used in or under concrete or in earth, shall be code approved PVC coated or half lap wrapped with Polyken #900 tape or equal.

11.5 Install exposed raceways parallel and perpendicular to nearby surfaces or structural members and follow the surface contours as much as practical.

11.6 Run exposed, parallel, or banked raceways together. Make bends in parallel or banked runs from the same center line so that the bends are parallel. Factory elbows may be used in banked runs only where they can be installed parallel. This requires that there be a change in the plane of the run such as from wall to ceiling and that the raceways be of the same size. In other cases provide field bends for parallel raceways.

12. WIRE

12.1 Soft drawn annealed copper (unless otherwise noted on plans) having conductivity of not less than 98% of that of pure copper, uniform in cross section, free from flaws, scales, and other imperfections. All wire larger than #10 shall be stranded.

12.2 Insulation: Type THHN/THWN, or XHHW for all branch circuit and feeder wiring.

12.3 Sizes: No wire smaller than #12 unless otherwise noted on drawings.

12.4 Feeder conductors #2 awg and larger may be copper or AA-8000 series aluminum alloy. Aluminum conductors shall be equal or larger ampacity to copper. Conduit fill shall not exceed 40% factor as described in NEC, annex C, table C1 (copper) or C1A (aluminum).

13. MISCELLANEOUS MATERIALS:

13.1 Safety switches: Heavy duty, fused rejection type, minimum 200,000 A.I.C. rated. "NF" indicates not fused.

13.1.1 Label per Section 16000.22

13.1.2 Approved manufacturers are: Square D, Cutler-Hammer, Westinghouse, General Electric or same manufacturers as distribution equipment.

13.2 Fuses: "Bussmann" or "Gould Shawmut" mfg. No substitutions unless by prior written approval from Engineer, or as noted on drawings.

13.3 Conduit strap: Heavy gauge steel snap-on type.

13.4 Electrical metallic tubing fittings: Equal to T&B compression type. Connectors shall have insulated bushings.

13.5 Rigid conduit locknuts and bushings: Equal to T&B.

13.6 Flexible conduit and fittings: Equal to California Conduit and Cable Company, Inc.

13.7 Liquid tight conduit and fittings for all exterior and equipment connections.

13.8 Outlet boxes, plaster rings, pull, and junction boxes, etc: Equal to RACO. Zinc coated or Cadmium plated sheet steel for indoor locations, cast aluminum for outdoor locations.

13.8.1 For all light fixtures: Octagon or 4" square boxes.

13.8.2 For switches and receptacles: 4" or 4-11/16" square boxes.

13.8.3 Junction and pull boxes: 4" square minimum size. Provide with screwfastened covers located in accessible locations.

13.9 Condulets: Equal to Crouse-Hinds.

13.10 Wire and Cable: Equal to General Cable and/or Simplex.

13.11 Devices: "Hubbell", "Leviton", or approved equal. Receptacles: Duplex-20 amp #5362, isolated ground - 20 amp #G-5362, GFCI- 20 amp #GF-5362. Switches: 20 amp #1221 single pole, 1222 double pole, 1223 three way, 1224 four way. Colors to be specified by Architect/Owner/Tenant.

13.12 Device plates: "Hubbell", "Leviton", or equal. Ivory nylon in interior areas or as noted on drawings. Zinc die cast flip lid mounted horizontally for exterior or weatherproof locations.

13.13 Lighting fixtures: Equal to as shown on fixture schedule or described on drawings, complete with lamps in original cartons and all canopies, stems, hangers and accessories including all structural members required for proper mounting. All fluorescent fixture ballasts shall be energy saving type. Submit shop drawings to Architect/Engineer for approval by the same. Must be C.E.C. approved in Calif.

13.14 Lamps: G.E. or equal and shall be for the maximum rated wattage of fixture unless otherwise shown on drawings.

14. SLEEVES, INSERTS, OPENINGS

14.1 Contractor shall layout and install his work in advance of pouring concrete floors or walls. Provide all sleeves and/or openings through floors or walls required for electrical conduits or ducts.

14.2 Sleeves shall be of rigid conduit or galvanized sheet steel rigidly supported and suitably packed to prevent entrance of wet concrete.

15. EXCAVATION/CUTTING/FITTING/REPAIRING/FINISHING

15.1 The Contractor shall include in his bid all excavation, compaction, fill, backfill, cutting, fitting, repairing and finishing of all work necessary for the installation of all equipment under this specification but no cutting of the work of other Contractors shall be done without the consent of the General Contractor.

15.2 Earthwork shall be done in accordance with latest industry standards.

16. CLEANUP OF PREMISES

Contractor shall at all times keep the premises clear of waste materials and debris caused by his employees and operation. Equipment not required in the work shall be removed prior to the termination of the contract.

17. TESTS AND INSPECTIONS

17.1 Contractor shall test wiring and devices as sections are completed and shall correct all defects immediately at his own expense, including any damage to walls, ceilings, floor or other portions of the building which may result from replacing defective equipment.

17.2 Furnish all meters, cable, connections and apparatus necessary for making tests.

17.3 Test system for shorts and grounds. Faulty wiring shall be removed and replaced. Any device, apparatus or fixture installed showing substandard performance shall be removed and replaced as directed by the Architect/Engineer.

17.4 Megger all systems neutrals to insure the neutral is not grounded within the system.

17.5 All equipment rated at 1,000 amps or more, or 480 volts shall be tested for insulation breakdown prior to its being energized. Such equipment shall withstand for a period of one minute without breakdown, the application of a 60HZ alternating potential of 1,000V plus twice the rated voltage of the device.

17.6 After the electrical wiring system installation is completed and at such time as the Architect/Engineer or his authorized representative may direct, the Contractor shall conduct an operating test for approval. Equipment shall be demonstrated to operate in accordance with requirements of specifications. Test shall be performed in presence of Architect/Engineer or his representative.

18. SHOP DRAWINGS

18.1 All data shall be submitted at one time, bound and indexed in an orderly manner. Prior to starting the work, submit to the Architect/Engineer for approval, six (6) sets of shop drawings of service (S.E.S.), panels, distribution sections, light fixtures, motor control centers, fire alarm system, dimmers, sound system, emergency generator, devices, transformers, labels as required by 16000.22, and all other equipment to be fabricated.

18.2 Procure shop drawings, wiring diagrams, etc., from other trades involved where such drawings may facilitate and expedite the work. Air conditioning and mechanical equipment shall be wired complete as per manufacturer's wiring diagrams furnished by the air conditioning and mechanical contractors.

19. DRAWINGS OF RECORD (AS-BUILT)

As-built drawings shall be submitted in accordance with and if required by Division 1 - General Requirements.

20. GUARANTEE

The Contractor shall guarantee all material and equipment to be free from defect of material and workmanship and shall replace or repair without cost to the owner all defective material and workmanship for a period of one year after final acceptance.

21. INSTRUCTIONS

21.1 Contractor shall instruct the Owner in the proper operating and maintenance of the equipment.

21.2 Contractor shall provide two (2) sets of operating and maintenance manuals for each piece of equipment provided by this discipline, only when such manuals are available from the manufacturer.

21.2.1 All manuals to be bound in a 3-ring binder and tabulated in an orderly manner.

22. LABELING

22.1 Labels shall be engraved, black on white melamine plastic laminate, 1/16" minimum thickness for signs up to 20 square inches or 8 inches long; 1/8" thick for larger sizes. Engraved legend shall be in white letters on black face with minimum 3/16" high letters. Labels shall be punched and fastened to equipment with aluminum rivets or self tapping stainless steel screws or number 10/32 stainless steel machine screws with nuts, flat and lock washers.

22.2 Label equipment with name, amperage, voltage, phase, and wires (i.e. Panel "A", 400A., 120/208V,30,4W). Submit list of all labels with wording for review as per 16000.18.

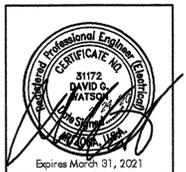
22.3 Equipment to be labeled shall include service (S.E.S.) and all overcurrent devices, distribution sections and all overcurrent devices, motor control centers (M.C.C.) and all overcurrent devices, fusable panelboards and all overcurrent devices, panels, starters and transformers. Label other equipment as noted on plans.



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drawing: ELECTRICAL SPECIFICATIONS
project:
BUILDING CODE UPGRADES AT THE
HISTORIC SILVER KING HOTEL
440 N. MAIN STREET
FLORENCE, ARIZONA

date: January 2020
drawn: DW
checked: DW
rev:

project number(s):

sheet:
E-5

Job No. 20035
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TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF STATE PROCUREMENT OFFICE
SOLICITATION NO. ADSP017-00007249 FOR STATEWIDE GENERAL
CONTRACTOR JOB ORDER CONTRACTING

THIS CONTRACT (the "Contract") is made and entered into effective as of the 20th day of April, 2020 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and The SJ Anderson Co. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the State Procurement Office Solicitation No. ADSP017-00007249 for Statewide General Contractor Job Order Contracting 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 perform General Contractor services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Services"). The Contractor shall provide the Services in accordance with the schedule attached in **Exhibit "1"**, the Terms and Conditions as described in contract ADSP017-174290, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Standard Terms and Conditions, Special Terms and Conditions and Detailed Specifications, Uniform Instructions, Uniform Terms and Conditions, Compensation Documents, Construction Task Catalog, Construction Task Catalog Technical Specifications, Attachments and Exhibits. 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 Services.
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 Contractor's 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 (State Procurement Office Solicitation No. ADSP017-00007249 for Statewide General Contractor Job Order Contracting services) 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: "Owner", "State of Arizona", "State", "Department", "Eligible Agency", "Co-Op Buyer", "State of Arizona", 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: "Pavement Manager", shall be deemed to be and refer to the

Florence Town Engineer, Town of Florence, 425 E. Ruggles Street, Florence, AZ 85132; and the terms: "Bidder", "Contractor," and "Offeror", 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, including, but not limited to: Invitation for Bid, Instructions to Bidders, Fee Schedules; Notices; Checklists; Requirements for Proposers; Standard Terms and Conditions; Special Terms and Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; Solicitation Amendments (the "Contract Documents" or "Master Contract").
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 \$ 54,969.75.
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.
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: Statutory Agent: National Registered Agents Inc. 3800 N. Central Ave, Suite 460, Phoenix, AZ 85012.
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 attorneys' 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.

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 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.
16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. 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

Date: _____

By: _____
Tara Walter, Mayor

ATTEST:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR

By: 
Scott Anderson

Date: 4-6-20

Its: President

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: April 20, 2020 DEPARTMENT: Fire Department STAFF PRESENTER: David Strayer, Fire Chief SUBJECT: Lease Purchase of Turnouts		<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"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorizing the Town’s participation in an Intergovernmental Cooperative Purchase Agreement with Lead Contracting Agency, A Public Procurement Authority, to Cooperative Purchase 24 fire turn-outs from Municipal Emergency Services using a three-year lease agreement in an amount not to exceed \$68,191.90.

BACKGROUND/DISCUSSION:

The National Fire Protection Agency (NFPA) Standard 1851 establishes requirements for the selection, care, and maintenance of firefighting protective ensembles to reduce health and safety risks associated with improper maintenance, contamination, or damage.

It is important, for safety reasons, that the Fire Department have enough stock of protective clothing available to all members in the event that the protective clothing became soiled, wet, or contaminated during daily activities, a second set would be available. Therefore, the Department should provide each member with two complete sets of structural fire-fighting protective clothing that meet the requirements of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, whenever possible.

This procurement is an Alternative Bid Process allowed in our Purchasing Policy. The Town is using a public procurement agency that has already procured bids. The procurement was done through Public Procurement Authority, an Oregon National Procurement Agency allowed through Arizona State Statutes. They publicly bid out

firefighting supplies and equipment. The items purchased have been recommended as a superior product to what had been offered on the Arizona State Procurement website.

An Intergovernmental Agreement must be authorized to procure through the Public Procurement Authority.

The company chosen to procure the needed product was Municipal Emergency Services, a Tempe, Arizona, company on the bid list of the Public Procurement Agency.

A VOTE OF NO WOULD MEAN:

The Town of Florence would not move forward with the purchase of 24 sets of firefighting turnouts.

A VOTE OF YES WOULD MEAN:

The Town of Florence would move forward with the purchase of 24 sets of firefighting turnouts.

FINANCIAL IMPACT:

Due to the unknown financial impact of the current Covid19 virus, the Fire Department has chosen to present an opportunity to extend the payments of this major purchase.

Staff feels this is fiscally responsible and allows an amortized impact instead of a one-time major capital expenditure. This frees up working capital for other Town projects.

The terms of the lease agreement are for three years with annual payments of \$20,597.30, at a rate of 3.67% or \$4,523.50 in interest expenditure over the term of the lease purchase agreement. A down payment of \$6,400 is required, leaving \$57,268.40 to be financed. The total expenditure over the three-year period will be \$68,191.90 (including down payment). The first payment will be one year from the date of the lease/purchase agreement authorization.

Additional Option:

Alternate motion: Authorize the procurement of 24 fire turn-outs from Municipal Emergency Services, in an amount not to exceed \$63,668.40; or.

If council chooses, it can pay cash for the entire purchase in full. This would save interest payments in the amount of \$4,523.50. Funding for the purchase will be made out of our General Capital Projects Fund. The fund has sufficient money to fund the purchase.

ATTACHMENTS:

MES Invoice, Intergovernmental Agreement with Public Procurement Agency, Lease Documents, Bid Documents, NPPGov Frequently Asked Questions.



215 S. Seth Child Road
 Manhattan, KS 66502
 Phone: 888.777.7850
 Mobile: 785.313.3154
 Fax: 888.777.7875

March 31, 2020

To: Becki Jimenez, Finance Director
 From: Blake J. Kaus
Customer Name: Florence, AZ
 Equipment: Twenty Four Sets of Turnout Gear
 Delivery: TBD

Option 1

Total Cost:	\$ 63,668.40	Payment Frequency:	Annual
Down Payment:	\$ 6,400.00	First Payment:	One year from closing
Trade In:	\$ -		
Amount Financed:	\$ 57,268.40		

Term in Years:	<u>3</u>	<u>4</u>	<u>5</u>
Payment:	\$20,497.30	\$15,655.84	\$12,753.65
Factor:	0.357916	0.273377	0.222700
Rate:	3.64%	3.67%	3.69%

- Fixed interest rate for the terms provided unless otherwise stated.
- This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL**

Sincerely,

Blake J. Kaus

VP, Director of Leasing

blakekaus@clpusa.net

Community Leasing Partners - a division of Community First National Bank - Member FDIC



2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Page 1 of 2

Date

01/10/2020

Quote #

QT1326855

Expires

02/09/2020

Sales Rep

Bowley, John

PO #

Florence Turnout Gear 2020

Shipping Method

FedEx Ground

Bill To

FLORENCE, TOWN OF
PO BOX 2670
FLORENCE AZ 85132-3050

Ship To

FLORENCE FIRE DEPARTMENT
72 E. 1st Street
General Delivery
FLORENCE AZ 85132
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HFRP Tail Coat	AZFLO00014		AZFLO00014 HFRP Tail Coat AZFLO00014 LTO-62IG TAIL COAT GOLD - FLORENCE FIRE DEPT -AZ LTO62IGTD - LTO-62IG Tail Gold LTO Tail Outer Shell - 7 osy PBI Max - Gold LTO Tail Thermal Liner - 7.1 osy Synergy II 2 Layer LTO Tail Moisture Barrier - 5.5 osy Stedair 4000 Std Coat Cuffs (O20) Std-Inspection Port Liner Std-Liner Detachable Std - SET Thermal Enhancement Std - Liner Label Pocket (O01) Std-Take Up Straps - 2 Postman Take Up Straps Moved Forward Take Up Straps Placed Above Pockets (R01) Std Articulating Rapid Rescue Strap Std-Trim Double Stitched Trim - (5) New York Hi-viz - Lime 2-tone Scotchlite (3") Back Patch PBI Max - Gold <FLORENCE> 8 -3" Sewn Letters - Lime Scotchlite Hem Patch w /Velcro - PBI Max - Gold -FF Last Name (1st Initial when specified) -Avg. 7 Letters -OK to use 2" letters to fit 7 -3" Sewn letters -lime Scotchlite (E70) Comfort T Closure - 2" Velcro/Zipper Black Knit on T closure comfort Chinstrap (O69) Heat Release Liner (w/Special Dead Air) - Synergy II 2 - Laye Shingle Cuffs - PBI Max - Gold Half Hi Bellows Pockets - PBI Max - Gold -6 x 9 x 1.5 Mic Tab - PBI Max Gold -Left Chest -0.5 x 2.5 -Place 1/2" below shoulder seam Large Hook on a Patch - PBI Max - Gold -Right side -Place directly above bellows pocket as close to shield as possible Large Hook on a Patch w/Velcro strap - PBI Max - Gold -Right chest Radio Pocket - PBI Max - Gold -Left chest -8 x 3 x 2 Notch Flap - left (W50) Sub Wristlets - Long Hybrid with tabs - Nomex - black	24	1,461.02	35,064.48
HFRP VIPER Pant	AZFLO00013		AZFLO00013 Custom HFRP VIPER Pant	24	968.33	23,239.92

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
			AZFLOR00013 S35 62IG PANTS GOLD – FLORENCE FIRE DEPT -AZ S3562IGPD – S35 62IG Pants Gold S35 Pant Outer Shell – 7osy PBI Max – Gold S35 Pant Thermal Liner – 7.1 osy Synergy II 2 Layer S35 Pant Moisture Barrier – 5.5 osy Stedair 4000 FF Number to appear on Work Order Trim – (7) NFPA – Lime 2 Tone Scotchlite (3") (279) Max-view Inspection port with zipper (261) Angled Cuff – Arashield – Black (621) Pant Cuffs – Arashield – Black (SO-111-V) 6.5x4x2 Tapered Radio – Dual Notch, EZ Grip-Right Above right side seam (SO-176-C) Drop bag on a tab left side seam (SO-185-H) Specialty Bellows Pkts & Place on front of leg (SO-192-E) Kevlar Patch Pkt i Right (SO-130-N) 5 Belt Lops in – 36B w/RS 60Belt (No Take Up) (510) Snap Style Suspenders Attachments DynaFit Susp w Snap Attach and Quick Adjust (530) Padding for Suspenders (325) Telescoping Particulate Shield – MB3			

	Subtotal	58,304.40
Shipping Cost (FedEx Ground)		0.00
	Tax Total	5,364.00
	Total	\$63,668.40

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1326855

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the Lead Contracting Agency (“Public Procurement Authority (PPA)”) and participating government entities (“Participating Agencies”) that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, PPA has entered into a Master Price Agreement with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, the Master Price Agreement provides that Participating Agencies may purchase goods and services on the same terms, conditions and pricing as the PPA, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party’s procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the PPA and may not be appropriate under, or satisfy

Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the PPA or any Participating Agency that desires to purchase from the Master Price Agreement awarded by the PPA.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Public Procurement Authority Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “PPA”.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE PUBLIC PROCUREMENT AUTHORITY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: October 10, 2018

BY: Teila Leighton
ITS: Contract Manager

Public Procurement Authority Contact Information:

Contact Person: Teila Leighton
Address: 25030 SW Parkway Avenue
Suite 330
Wilsonville, OR 97070
Telephone No.: 855-524-4572
Email: questions@ppa-or.gov

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that PPA shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



215 S. Seth Child Road
 Manhattan, KS 66502
 Phone: 888.777.7850
 Fax: 888.777.7875
 www.clpusa.net

MUNICIPAL INFORMATION FORM

- Version #20150123

GENERAL INFORMATION FOR MUNICIPALITY

Legal Name of Lessee:	Primary Contact-Name: Title:	
Address:	Phone Number-Office:	Cell:
City, State, Zip:	Email:	
County:	Second Contact- Name: Title:	
Fed. Tax ID #:	Phone Number - Office:	Cell:
Bond Rating (if applicable):	Email:	
Name of Insurance Carrier/Agent:	Name of Attorney (if any):	
Phone Number:	Phone Number:	
Population Served:	Coverage Area (sq. miles):	# of fleet vehicles:

TRANSACTION INFORMATION

Equipment Description:	Equipment Cost:
Delivery Date:	Down Payment:
# of Payments:	Trade In/ Other:
Payment Frequency: Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/>	Amount to Finance:

ESSENTIAL USE & VENDOR INFORMATION

Replacement: Yes No ***if yes, explain what equipment is being replaced. if no, explain why the addition is needed:***

New Equipment: <input type="checkbox"/> Yes <input type="checkbox"/> No	Vehicle Year (if applicable):	Miles (if used):	
Vendor/Dealer:	Salesperson's Name:	Phone:	Email:

FINANCIAL INFORMATION REQUIRED

If lessee's expenditures exceeded revenues during any of the last 3 years, explain why and describe the actions taken to correct shortfall:

Will the lessee issue more than \$10,000,000 in new tax-exempt debt in this Calendar Year? Yes No

Has the lessee defaulted or non-appropriated on a prior lease, bond, or legal obligation? Yes No

Are there any judgments, liens or bankruptcies on/against the municipality? Yes No

- **Three (3) most recently completed audits or year-end Financial Statements**
- **If most recent Financial Statement is more than six (6) months ago, provide year-to-date Balance Sheet and Profit and Loss Statement**

Completed By:	Title:	Date:
---------------	--------	-------

I certify everything stated in this form is correct to the best of my knowledge. Lessor is authorized to verify any information on this form with an appropriate third party as necessary to complete the credit review process. Lessor is authorized to contact our insurance to obtain carrier information as part of the credit review process. My signature above authorizes said agent to release this information to CLP. Upon submission of this form, we are committing to work with CLP and acknowledge failure to complete the lease in its entirety may result in a \$500 documentation fee being charged.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: April 20, 2020 DEPARTMENT: Police STAFF PRESENTER: Bruce Walls, Police Chief SUBJECT: Acceptance of FFY2020 Governor’s Office of Highway Safety Grant for Traffic Enforcement Records Equipment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to accept funds in the amount of \$24,469 from the Governor’s Office of Highway Safety (GOHS) to purchase mobile data computer tablets for traffic records enforcement.

BACKGROUND/DISCUSSION:

The Florence Police Department was awarded funds from the GOHS to purchase mobile data computer tablets. The tablets will be used to support the demands of the Arizona TraCS system that is used for traffic enforcement records. The tablets will allow officers to complete electronic Arizona Department of Transportation crash reports and issue e-citations.

A VOTE OF NO WOULD MEAN:

The Town of Florence will not accept the \$24,449 in grant funds from GOHS.

A VOTE OF YES WOULD MEAN:

The Town of Florence will accept the \$24,449 in grant funds from GOHS.

FINANCIAL IMPACT:

There are no matching fund requirements for this grant.

ATTACHMENTS:

GOHS Grant Agreement 2020-405c-012



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Bruce Walls
Florence Police Department
PO Box 988
Florence, AZ 85132

PROJECT REFERENCE:

Contract Number: 2020-405c-012
Total Estimated Costs: \$24,469.00
Purpose of Project: AZ TraCS Implementation
Project (Tablets and Docking Stations)

Dear Chief Walls:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Brent Billingsley, Town Manager, Town of Florence, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

3-31-2020
Date

Enclosures
AG

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
FAIN: 69A3752030000405cAZ0		Assistance Listings: 20.616
1. APPLICANT AGENCY Florence Police Department	GOHS CONTRACT NUMBER: 2020-405c-012	
ADDRESS PO Box 988, Florence, AZ 85132	PROGRAM AREA: 405c	
2. GOVERNMENTAL UNIT Town of Florence	AGENCY CONTACT: Deanna Husk	
ADDRESS PO Box 2670, Florence, AZ 85132	3. PROJECT TITLE: Traffic Records Enforcement Related Materials and Supplies (Tablets and Docking Stations)	
4. GUIDELINES: 405c		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405c funds will support Materials and Supplies: Tablets and Docking Stations for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the Town of Florence.		
6. BUDGET COST CATEGORY	Project Period FFY 2020	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$24,469.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$24,469.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2020
CURRENT GRANT PERIOD	FROM: 10-01-2019	TO: 09-30-2020
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$24,469.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 27

Total Population in city/town or county: 20,000

Total Road Mileage: Highway: 34 Local: 30 Total: 64

Agency Problem/Attempts to Solve Problem:

The Florence Police Department has been attempting to implement AZ TraCs for the past few years to issue e-citations and complete electronic ADOT Crash Reports, however, the agency's current tablets have a high failure rate, making them unusable.

Agency Funding:

Federal 405c funds will support Materials and Supplies: Tablets for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the Town of Florence.

How Agency Will Solve Problem with Funding:

Florence Police Department will use the tablets to support the demands of AZ TraCs, putting the agency closer to meeting 100% percent deployment toward a paperless environment.

PROJECT MEASURES:

- Purchase Tablets - April 2020
- IT to load and test software on tablets both in office and out in the field - April/May 2020
- Mount/Deploy tablets in vehicles - May 2020
- Make effective use of tablets by engaging in accident form submittal and e-citation/advance additional templates such as (Field Interview Cards etc.) - May 2020
- Track performance and report findings to GOHS - June 2020

GOALS/OBJECTIVES:

Federal 405c funds will support Materials and Supplies: Tablets for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the Town of Florence.

Expenditures of funding pertaining to the TR/Traffic Records Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Traffic Records Program goals provided by the Arizona Governor's Office of Highway Safety. The Traffic Records Program goal is to enhance and improve the collection and analysis of statistical data related to traffic safety throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Traffic Records in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Florence Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Traffic Records Enforcement Activities: Tablets and Docking Stations for AZ TraCS Implementation Project

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Florence Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2019)	January 30, 2020
2nd Quarterly Report and RCI (January 1 to March 31, 2020)	April 20, 2020
3rd Quarterly Report and RCI (April 1 to June 30, 2020)	July 20, 2020
4th Quarterly Report and RCI (July 1 to September 30, 2020)	October 15, 2020
Final Statement of Accomplishments	October 15, 2020

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor’s Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Bruce Walls, Chief of Police, Florence Police Department, shall serve as Project Director.

Deanna Husk, Support Services Manager, Florence Police Department, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Tablets for AZ TraCS Implementation Project	\$24,469.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$24,469.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Florence Police Department shall absorb any and all expenditures in excess of \$24,469.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, 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 of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

- addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: JENNIFER EVANS
 Title: MANAGEMENT ANALYST
 Telephone Number: 520-868-7549 Fax Number: 520-868-7564
 E-mail Address: jennifer.evans@florenceaz.gov

2. Agency's Fiscal Contact:

Name: BECKI JIMENEZ
 Title: FINANCE DIRECTOR
 Telephone Number: 520-868-7505 Fax Number: 520-868-7564
 E-mail Address: becki.jimenez@florenceaz.gov
 Federal Identification Number: 86-6000245

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

TOWN OF FLORENCE

Warrant/Check to be mailed to:

TOWN OF FLORENCE

(Agency)

P O BOX 2670

(Address)

FLORENCE, AZ 85132

(City, State, Zip Code)

4. DUNS Number:

144375743

(DUNS #)

775. N. MAIN ST, FLORENCE, AZ 85132

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

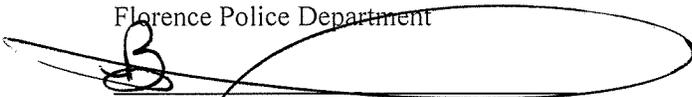
Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Bruce Walls, Chief of Police
Florence Police Department



4/9/20
Date

(520) 868-7658
Telephone

*Signature of Authorized Official of
Governmental Unit:*

Brent Billingsley, Town Manager
Town of Florence

Date Telephone

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: April 20th, 2020 DEPARTMENT: Information Technology STAFF PRESENTER: Trenton Shaffer (Information Technology Manager) SUBJECT: Application and Affidavit for Uniform Video Service License – FibAire Communications, LLC d/b/a AireBeam		<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"/> Partnerships and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of the Application and Affidavit for Uniform Video Service License by FibAire Communications, LLC d/b/a AireBeam for a term not to exceed 10 years.

BACKGROUND/DISCUSSION:

In 2018 the State of Arizona amended Title 9 of the Arizona Revised Statutes by adding chapter 13: Amending section 41-1092.01, Arizona Revised Statutes; relating to video and cable providers. This new law limits how cities and towns regulate video and cable service providers. Per the new law, cities and towns were required to establish a standard form for Uniform Video Service License Agreement containing an application and affidavit by July 1, 2019. The Town of Florence adopted this form at the Town Council meeting on June 26th, 2019. Video and cable service providers are required to file a Uniform Video License Agreement in order to conduct business within the right-of-way and town limits.

A VOTE OF NO WOULD MEAN:

The Town of Florence would not issue a uniform video service license to FibAire Communications, LLC d/b/a AireBeam.

A VOTE OF YES WOULD MEAN:

The Town of Florence will issue a uniform video service license to FibAire Communications, LLC d/b/a AireBeam

FINANCIAL IMPACT:

Applicant pays all lawful fees and charges imposed by the Town of Florence as provided in Arizona Revised Statutes, Section 9-1414(B)(4)

ATTACHMENTS:

- Application and Affidavit for Uniform Video Service License

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

JAN 7 0 2020

Florence
Town Clerk's Office

Local Government: Town of Florence, AZ

I. Applicant: FibAire Communications, LLC d/b/a AireBeam

Date: January 28, 2020		
Applicant's Name: Gregory A. Friedman, Managing Member		
Principal Place of Business: 13590 S. Sunland Gin Road, Arizona City, AZ 85123		MAIL: POB 309, Glenwood Springs, CO 81601
Phone: 520-483-8981	Address: 37 Primrose Lane	
City/Town: Carbondale	State: Colorado	Zip: 81623
Type of Entity: LLC	Jurisdiction of Formation: Arizona	Email: payables@airebeam.net

II. Applicant's principal executive officers or general partners:

Name: Gregory A. Friedman	Title: Managing Member / Owner
Address: 37 Primrose Ln, Carbondale, CO 81623	

Name: Judith A Friedman	Title: Managing Member / Owner
Address: 37 Primrose Ln, Carbondale, CO 81623	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name: Gregory Friedman	Title: Managing Member / Owner	
Address: 37 Primrose Ln, Carbondale, CO 81623		
Phone: 5204838981	Fax: 520-844-8040	Email: gaf@bluerivernet.com

Name: Darin Ethington	Title: General Manager	
Address: POB 1848, Arizona City, AZ 85123		
Phone: 5208406780	Fax: 520-844-8040	Email: darin@airebeam.net

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date: 1/28/2020

V. For All Applications:

- A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.
- B. The term of the uniform video service license shall be (not to exceed ten years):

10	Years
----	-------
- C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).
- D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).
- E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the [City/Town] of Florence, AZ is true and correct. I further affirm that I am authorized by FibAire Communications, LLC d/b/a AireBeam [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed): Gregory A. Friedman, Managing Member	
Signature:	Date: 1/28/2020

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this 7th day of January, 2020 at _____.

[insert NAME of City//Town], an Arizona municipal corporation ("Local Government")

By:

Print Name: Brent Billingsley

Title: Town Manager

Address: 775 N. main Street

City, State, Zip: Florence, AZ 85132

520-868-7500

Phone

520-868-7564

Fax

Brent.Billingstey@florenceaz.gov

Email

2/19/2020

Date

Exhibit A – Service Areas – Town of Florence, AZ
Town - Main



Exhibit A – continued
Florence Gardens



Model Uniform Video Service License Agreement
Date of Issuance: April 20, 2020

This Uniform Video Service License Agreement (“License”) is made on the date of issuance hereof by and between the Town of Florence, an Arizona municipal corporation (“Licensor”) and FibAire Communication, LLC. d/b/aAireBeam “Licensee”).

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes (“Licensing Statute”), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. Attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee’s principal place of business.

2.3 The names, titles and addresses of Licensee’s principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit A attached hereto and incorporated herein by this reference.

3.2 Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License .

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

JAN 7 0 2020

Florence
Town Clerk's Office

Local Government: Town of Florence, AZ

I. Applicant: FibAire Communications, LLC d/b/a AireBeam

Date: January 28, 2020		
Applicant's Name: Gregory A. Friedman, Managing Member		
Principal Place of Business: 13590 S. Sunland Gin Road, Arizona City, AZ 85123		MAIL: POB 309, Glenwood Springs, CO 81601
Phone: 520-483-8981	Address: 37 Primrose Lane	
City/Town: Carbondale	State: Colorado	Zip: 81623
Type of Entity: LLC	Jurisdiction of Formation: Arizona	Email: payables@airebeam.net

II. Applicant's principal executive officers or general partners:

Name: Gregory A. Friedman	Title: Managing Member / Owner
Address: 37 Primrose Ln, Carbondale, CO 81623	

Name: Judith A Friedman	Title: Managing Member / Owner
Address: 37 Primrose Ln, Carbondale, CO 81623	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name: Gregory Friedman	Title: Managing Member / Owner	
Address: 37 Primrose Ln, Carbondale, CO 81623		
Phone: 5204838981	Fax: 520-844-8040	Email: gaf@bluerivernet.com

Name: Darin Ethington	Title: General Manager	
Address: POB 1848, Arizona City, AZ 85123		
Phone: 5208406780	Fax: 520-844-8040	Email: darin@airebeam.net

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date: 1/28/2020

V. For All Applications:

- A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.
- B. The term of the uniform video service license shall be (not to exceed ten years):

10	Years
----	-------
- C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).
- D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).
- E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

<p>Select one:</p> <p>The Service Area consists of all the territory within the Boundaries of Local Government:</p> <p>The Service Area consists of all the territory within the area described on attached Exhibit A. <input checked="" type="checkbox"/></p>

Applicant Verification

I certify that the information contained in this application for a video service license in the [City/Town] of Florence, AZ _____ is true and correct. I further affirm that I am authorized by FibAire Communications, LLC d/b/a AireBeam [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

<i>Name and Title (printed):</i> Gregory A. Friedman, Managing Member	
<i>Signature:</i>	<i>Date:</i> 1/28/2020

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this 7th day of January, 2020 at _____.

[insert NAME of City//Town], an Arizona municipal corporation ("Local Government")

By, <u>Brent Billingsley</u>	
Print Name <u>Town Manager</u>	
Title <u>775 N. main Street</u>	
Address <u>Florence, AZ 85132</u>	
City, State, Zip	

520-868-7500

Phone

520-868-7564

Fax

Brent.Billingstey@florenceaz.gov

Email

2/19/2020

Date

Exhibit A – Service Areas – Town of Florence, AZ
Town - Main



MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, FEBRUARY 3, 2020, 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 p.m.

ROLL CALL:

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

Absent: Bill 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. Chris Reid, Florence Resident, said the Chamber Awards Banquet was a beautiful event and it was great to see the partnership in action. She was surprised to have received the Honorary Town Historian Award and thanked everyone for the recognition.

PRESENTATIONS

2019 Annual Report from the Greater Florence Chamber of Commerce.

Mr. Roger Biede, Executive Director, Greater Florence Chamber of Commerce, provided a presentation, in which he outlined the following:

- McFarland State Park – A New Beginning
 - 2019 Statistical Data
 - Visitations: 9,347
 - Donations: \$1695
 - Gift Shop: \$21,481
- Visitation
 - 2018
 - 1st Quarter 5,808

Town of Florence Council Meeting Minutes

February 3, 2020

Page 1 of 20

- 2nd Quarter 1,161
- 3rd Quarter 605
- 4th Quarter 1,827
- Total 9,501
- 2019
 - 1st Quarter 4,754
 - 2nd Quarter 1,885
 - 3rd Quarter 771
 - 4th Quarter 1,937
 - Total 9,347
- Donations
 - 2018
 - 1st Quarter 1,115
 - 2nd Quarter 389
 - 3rd Quarter 173
 - 4th Quarter 446
 - Total 1,838
 - 2019
 - 1st Quarter 918
 - 2nd Quarter 313
 - 3rd Quarter 111
 - 4th Quarter 352
 - Total 1,695
- Gift Shop
 - 2018
 - 1st Quarter 11,762
 - 2nd Quarter 2,939
 - 3rd Quarter 1,756
 - 4th Quarter 5,379
 - Total 21,836
 - 2019
 - 1st Quarter 9,625
 - 2nd Quarter 4,276
 - 3rd Quarter 1,756
 - 4th Quarter 5,375
 - Total 21,481

Mr. Biede stated that they are working with the State Parks to obtain new displays and items which will increase attendance. He stated that the Chamber held a number of events and talks in 2019. They also participated in the 75th Anniversary of the GI Bill. They are pushing social media and connections to nearby towns a lot more to draw people to Florence.

Mr. Biede stated that they complied with the contract by:

- Remained open as outlined in the contract
- Maintained a newsstand outside of the facility
- Advertising on the Chamber website, Facebook and other social media sites
- Had distributed newsletters and flyers throughout Pinal County

Vice-Mayor Anderson inquired if they are open during the 3rd Friday events.

Mr. Biede stated that have not been open, but rather assisted them so as not to take away from the businesses.; however, they will start opening in March.

- Mr. Biede stated that they are planning several things at McFarland State Park in 2020 such as:
- Having the State Parks and the McFarland family open their archives and allow the Chamber to display things that have not been displayed before.
 - Use the court room at McFarland State Park as an exhibit for some things like “Art Behind Bars”.
 - The Chamber has partnered with the Town and has purchased approximately \$4,000 in supplies for inmates to produce art. Their artwork will be displayed in various places throughout Town for two weeks and then be sold at the Arts and Culture Festival in April. A portion of the proceeds will go the Florence Unified School District, State Parks and a charity.
 - Poetry reading, storytelling and music festival for Jr. Parada
 - Candidate Forum
 - Lunch and Learns with Arizona State University
 - Cowboy Festival
 - 2021 Community Award has been added to the calendar

Councilmember Larsen commended Mr. Biede and the Chamber for all that they have accomplished and for the relationship that they have with the Town.

2020 Legislative Agenda Presentation

Mr. Ben Bitter, Assistant to the Town Manager, provided a presentation, in which he outlined the following:

- Goal
 - To adopt a legislative agenda that allows the Town of Florence to effectively focus our legislative efforts on Council priorities.
- 2020 Legislature
 - Second Regular Session of the 54th Legislative Session began January 13, 2020.
 - Session should last about 100 days (~April 22, 2020)
 - Likely to be shorter than last year’s session, as the Senate, House, and Governor have all released their budget proposals. And it’s an election year, so they want to go campaign!
 - Senate President Karen Fann (R -Prescott)
 - Speaker of the House Rusty Bowers (R -Mesa)
- Florence Representatives
 - District 8 Senator Frank Pratt (R –Casa Grande)
 - Representative T.J. Shope (R –Coolidge)
 - Representative David Cook (R –Globe)
- Proposed Legislative Agenda
 - Protect/Enhance Existing Revenue Sources
 - Highway User Revenue Fund/State-Shared Revenues
 - Financial hit was not anticipated

- Oppose Cost Shifting onto Cities and Towns
 - Repealing vehicle licensing fee
 - Cost to cover DPS operations
- Preserve Local Control
 - Incorporation/Land Use Planning/Business Licensing
- Fight for the Prison Industry
 - Prisoners should be counted where they live at the Prison
 - Support pay increases for correctional officers
 - Minimize financial/economic impacts of closure of ASPC-F
- Seek budget allocations for the Heritage Fund
 - Has passed out of Committee favorably
 - Anticipate \$10 million dollars statewide
- Create Economic Development Tools Tax Increment Financing / AZ Commerce Authority/Vacant Building Registry
 - House Bill 2705
 - Bill has created a registry of any vacant buildings
- Enhance Tourism AZ Office of Tourism
- Public Services
 - Protect surface and ground water/reclaimed & remediated
 - What is happening in the Active Management Areas and how will it affect the Town
- Implementation Plan
 - Staff will:
 - Advocate in support of this agenda at all levels.
 - Coordinate activities with the Arizona League of Cities and Towns.
 - Communicate with Council on issues affecting Florence and Pinal County through Legislative Updates in Council agenda packets.
 - Enlist assistance of individual members of Council to initiate targeted strategies, when warranted.
 - Seek additional Council direction as needed.
 - Attended CAG Legislative Day
 - Three senators were present
 - Staff has/will
 - Advocate in support of this agenda at all levels.
 - Coordinate activities with the Arizona League of Cities and Towns.
 - Communicate with Council on issues affecting Florence and Pinal County through Legislative Updates in Council agenda packets.
 - Enlist assistance of individual members of Council to initiate targeted strategies, when warranted.
 - Seek additional Council direction as needed.
- State Budget (FY21)
 - Arizona's largest budget in history (\$12.3 billion)
 - Governor is proposing over \$1B in new spending
 - One-time deposit of \$25 million to the State "Rainy Day Fund"
 - Anticipate 10% of the budget annually
 - \$608 million in new money for K-12 education
 - Highway User Revenue Fund (HURF) remains fully funded
 - \$10 million of funding for competitive Rural Broadband grants

- Keeps the Department of Revenue assessment at \$20.8 million
 - Town of Florence paid \$69,178 to Arizona Department of Revenue in FY20.
- Proposes 10% increase in salaries for Department of Corrections employees across the state.
- Funds soil and drainage studies of the Superstition Vistas Planning Area in Pinal County.
- \$28 million to accelerate expansion of the I-10 between Tucson and Phoenix.
- Important Bills
 - HB 2053 –Executive Sessions; Security Plans (Rep. Espinoza)
 - Would allow cities to hold executive sessions to discuss building safety or cybersecurity plans behind closed doors.
 - HB 2305 –Private Trash Providers (Rep. Townsend)
 - Would prohibit cities from criminally enforcing any requirements for residents to maintain solid waste services through a private provider.
 - SB 1160/1161 –Cancer Presumption (Sen. Carter/Boyer)
 - All forms of cancer contracted by firefighters and/or peace officers would be presumed to have been contracted on the job. Town insurance would be required to cover costs associated with its treatment.
 - How would the Town fund this?
 - Some complications that need to be addressed
 - HB 2313 –Fire Codes for Restaurants that hold more than 300 people (Rep. Grantham)
 - Cities would be prohibited from adopting any codes that would require the installation of fire sprinklers in an existing building, unless the owner undertakes a major renovation or remodel.
 - Fire sprinklers can protect firefighters from being exposed to cancer causing elements.
 - HB 2053 –Executive Sessions; Security Plans (Rep. Espinoza)
 - Would allow cities to hold executive sessions to discuss building safety or cybersecurity plans behind closed doors.
 - HB 2705 –Vacant; abandoned buildings; ordinances (Rep. Shope)
 - Bill for Florence and other rural communities. Allows for registry for vacant and abandoned buildings.
 - Florence will testify.
 - HB 2615 –Prohibit cities from requiring vacant buildings from maintaining utilities (Rep. Espinoza)
 - Would prohibit cities from requiring vacant properties to maintain utilities.
 - HB 2551 –Appropriation; state parks; heritage fund (Rep. Osborne)
 - Would provide the Heritage Fund with \$10 million in FY21.
 - SB 1280 –Pensions; unfunded liability; expenditure limits (Sen. Mesnard)
 - Would remove payments to PSPRS/ASRS unfunded liabilities from consideration in the calculation of the Town’s expenditure limitation.

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

- a. **Authorization to purchase one 2020 Chevy Crew Cab, from Courtesy Chevrolet, for the Water Division of Public Works, in an amount not to exceed \$37,940.41.**

- b. Authorization to suspend the Town of Florence Special Event Vendor Permit rules for the Road to Country Thunder event to allow the Greater Florence Chamber of Commerce to coordinate vendors and collect vendor fees as a fundraiser during the Road to Country Thunder event on April 11, 2020.**
- c. Authorization to enter into Intergovernmental Agreement No. 2019-03, allowing the Florence Police Department to participate in the Arizona Criminal Justice Commission Grant No. DC-20-010 and accept the reimbursement of employee overtime costs and related expenses.**
- d. Approval of a Settlement Agreement and General Release in the matter of the Association of Florence Firefighters, International Association of Firefighters Local 4512 versus the Town of Florence.**
- e. Approval of accepting the register of demands ending December 31, 2019, in the amount of \$3,349,618.12.**

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (6-0) to approve the Consent Agenda, as written, with the exception of Item 7c and 7d.

- c. Authorization to enter into Intergovernmental Agreement No. 2019-03, allowing the Florence Police Department to participate in the Arizona Criminal Justice Commission Grant No. DC-20-010 and accept the reimbursement of employee overtime costs and related expenses.**

Councilmember Wall asked Mr. Bruce Walls, Police Chief, to clarify the vote request for this item.

Mr. Bruce Walls, Police Chief, stated that the Police Department has participated with the Pinal County Narcotics Task Force for several years. It has allowed for the reduction in criminal activity as well as to keep drugs out of the schools. A Florence Police Officer has been on this team for several years and the request is to allow for this partnership to continue. He clarified that the RCA had the vote requests reversed.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to enter into Intergovernmental Agreement No. 2019-03, allowing the Florence Police Department to participate in the Arizona Criminal Justice Commission Grant No. DC-20-010 and accept the reimbursement of employee overtime costs and related expenses.

- d. Approval of a Settlement Agreement and General Release in the matter of the Association of Florence Firefighters, International Association of Firefighters Local 4512 versus the Town of Florence.**

Mayor Walter recused herself from this item.

Vice-Mayor Anderson asked the Town Attorney to explain the settlement.

Mr. Cliff Mattice, Town Attorney, stated that the issue was a dispute pertaining to social security taxes that were withheld. There was a change in the opinion of the Social Security Administration

in 2013 and some refunds were processed. The Local Firefighters Association felt that they had a position to pursue additional funds from the Town and filed a lawsuit. The Town was victorious and sought attorney's fees in the amount of \$68,587. He stated to resolve the case between the parties, their representative signed off on the settlement agreement that they would agree to not challenge the court's dismissal of the lawsuit if the Town agrees to not pursue the attorney's fees.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes and carried (5-0; Mayor Walter recused herself) to approve a Settlement Agreement and General Release in the matter of the Association of Florence Firefighters, International Association of Firefighters Local 4512 versus the Town of Florence.

UNFINISHED BUSINESS

Ordinance No. 687-20:

Mayor Walter read Ordinance No. 687-20 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING 30.45 ENTITLED ACTION TAKEN BY ORDINANCE. First reading held on January 21, 2020.

Mr. Mattice stated that this is a cleanup item which will remove the requirement of an ordinance to come before Council when the Town leases property. This will also help expedite the process and the change in the Code will be consistent with the practice.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adopt Ordinance No. 687-20.

NEW BUSINESS

Resolution No. 1731-20:

Mayor Walter read Resolution No. 1731-20 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, SUPPORTING PENDING LEGISLATION REGARDING ABSENTEE LANDLORDS OF VACANT AND ABANDONED BUILDINGS; AND AUTHORIZING EXECUTION BY THE MAYOR OF SUPPORTING DOCUMENTS.

Mr. Larry Harmer, Community Development Director, stated that in March 2019, Town staff began to enhance code compliance activities throughout the Town, especially in the Old Town Florence area. One of the most vexing issues faced in the Old Town is vacant and abandoned buildings owned by absentee property owners. While researching this issue, staff found that in other states, legislation existed that requires owners of vacant and abandoned buildings to register the buildings with the local jurisdiction. In addition, these owners would be required to make certain minimal improvements to stabilize the structures and actively pursue rehabilitation to make the buildings safe and viable for reuse. Staff began pursuing such an option for the Town by initiating a draft of an ordinance that places similar requirements in effect for properties within the Town. Unfortunately, there is currently no enabling legislation in Arizona to support such an ordinance.

Mr. Harmer state that while making presentations at the June 2019 Historic Preservation Conference and at the 2019 Rural Policy Forum, staff introduced this concept to other practitioners with positive results. With Town staff's input, the Arizona League of Cities and Towns has drafted legislation to be introduced at the upcoming legislative session that will specifically address this issue.

Mr. Harmer stated that he sat on a panel with the Mayor of Superior Arizona and brought up this concept. The Mayor then discussed this concept with the League's Legislative Committee and he, along with Mr. Bitter have been working on the language for the legislation.

Mr. Harmer stated that House Bill 2705, is sponsored by Representative TJ Shope, and has a number of supporting sponsors. They have been asked to testify with rural caucus on February 18, 2020.

Mr. Harmer stated that the resolution before you tonight would be to support HB 2705. Staff would use the resolution to show support at the Capitol and provide copies to appropriate legislators. The League is also requesting resolutions from other communities to show their support.

Mayor Walter stated that many communities have expressed the hardships that they are experiencing due to the vacant and abandoned buildings in their communities. It also negatively impacts their growth. She is glad to see that all of the communities have been heard and it has gone up to legislative action.

Mr. Harmer stated that the larger communities are looking at this favorably as well.

Vice-Mayor Anderson inquired about enforcement with regards to abandoned buildings that are owned by companies that mailing addresses can't be found.

Mr. Harmer explained that the goal is for this resolution to assist with enforcement. The legislation will allow cities and towns to develop a registry of contact people for the properties as well as provide legal status for the cities and towns to go after the owners for a variety of reasons, such as stabilization of the building. The owners or trust will need to respond.

Vice-Mayor Anderson inquired if the Town has any recourse if the owner does not respond.

Mr. Harmer stated that if the owner does not respond, the Town may charge a fee, and the fee is progressive. He stated that it will take some effort to get the owners to register; however, the Town will now have the legislative backing.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to adopt Resolution No. 1731-20.

Ordinance No. 688-20:

Mayor Walter read Ordinance No. 688-20 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA RESCINDING ORDINANCE NO. 678-19 AND ADOPTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR THE TOWN FOR THE FISCAL YEAR 2019-2020 AT \$45,251,331.

Ms. Rebecca Jimenez, Finance Director, stated that in 2018, the Town adopted a permanent base adjustment for alternative limitation. She stated that the League of Arizona Cities and Towns assisted the Town, along with the constitution provisions that stated that after you adopt the permanent base adjustment, it is effective for the next budget year. Staff mentioned to the Town's auditor that the Town was going to be on the permanent base adjustment, and was asked by the auditor to research it further because there was another community which had done the same thing, and the Auditor General made them adhere to Home Rule.

Ms. Jimenez stated that they contacted the Auditor General and found that the Town is still under Home Rule until it expires. When the Town adopted its expenditure limitation for this fiscal year, it was based on the permanent base adjustment, which has several exclusions; home rule does not.

Ms. Jimenez is requesting that Council rescind Ordinance No. 678-19 and adopt the actual Home Rule limitation. This will not affect the actual budget.

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (6-0) to adopt Ordinance No. 688-20.

Discussion/Approval/Disapproval to accept the Sanitation Rate Study and adopt by motion, a Notice of Intention to increase sanitation rates and fees as provided in the Sanitation Rate Study and set a Public Hearing for March 16, 2020. (Rebecca Jimenez)

Ms. Jimenez stated that the Town has been depleting the Sanitation Fund Balance and it is important to review the rates. Staff did a detailed analysis and compared the costs to determine how this occurred. Staff had a utility rate consultant review the detailed analysis for validation and to provide suggestions.

Ms. Jimenez stated that the Town contracted with Mr. John Trujillo, Circonomy Solutions for an overview of their analysis.

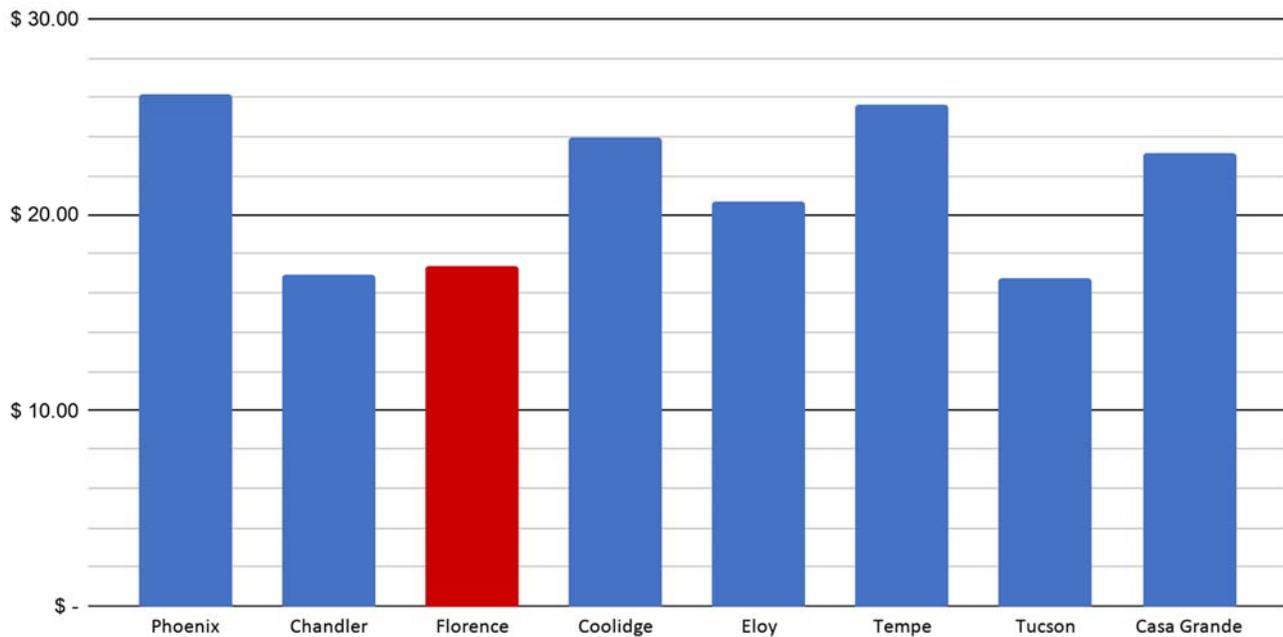
Mr. John Trujillo, Principal of Circonomy Solutions, provided a presentation in which he outlined the following:

- Introduction
 - Circonomy Solutions hired to complete a rate design study of the Town's residential refuse collection operations (Study).
 - Scope
 - The purpose of this Study was to determine the total cost of providing solid waste services and design rates to safeguard the financial integrity of the program.
 - This report provides a discussion of the methodology utilized to conduct the analysis, the cost of providing services and recommended rates to be adopted for solid waste services.
- Program Attributes and Performance

- Garbage
- Recycling
- Bulk Trash
- Free Disposal once a month
- Yearly Community clean-up
- Rental Equipment

Type	Fiscal Year 2020
RAD Residential (1 x week pickup)	\$17.33
RAD Residential (1 x week pickup) ADOC	\$13.17
RAD Additional container (1 x week pickup)	\$5.00

- How does the Town compare to other cities



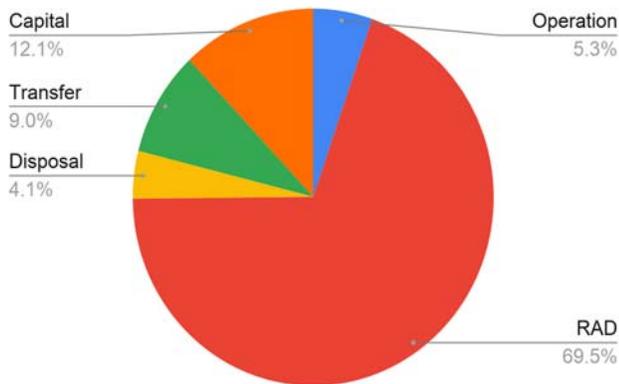
- Program Attributes and Performance

- CIP and Equipment

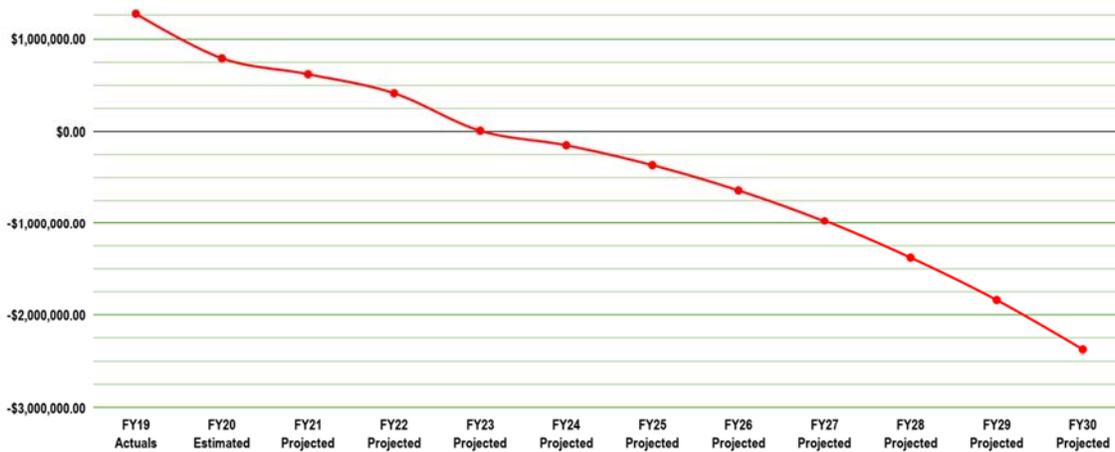


- Rate Review Process
 - Most operating expenses increase 3-4% per year; some expenses (insurance) increase at higher rates
 - Town contracts, personnel levels and other factors likely to remain stable but will be subject to modest cost increases.
 - Capital Improvement Plan used reflects review and analysis by staff.
 - Assumes a 5% yearly increase of billing units

Test Year FY21	
Operation	\$65,954.00
RAD	\$842,966.15
Disposal	\$50,887.00
Transfer	\$112,200.00
Capital	\$150,000.00
Cost of Service	\$1,222,007.15



- Scenario 1 – Status Quo



Mr. Brent Billingsley, Town Manager, stated that when the Town stopped doing their own sanitation service, there remained a fund balance of approximately \$1 million. Right Away Disposal (RAD) maintained the Town’s fee structure to allow the Town to purchase equipment, administration, etc. and the fund balance has steadily decreased. The fund will be fully depleted in 2023 if nothing is done.

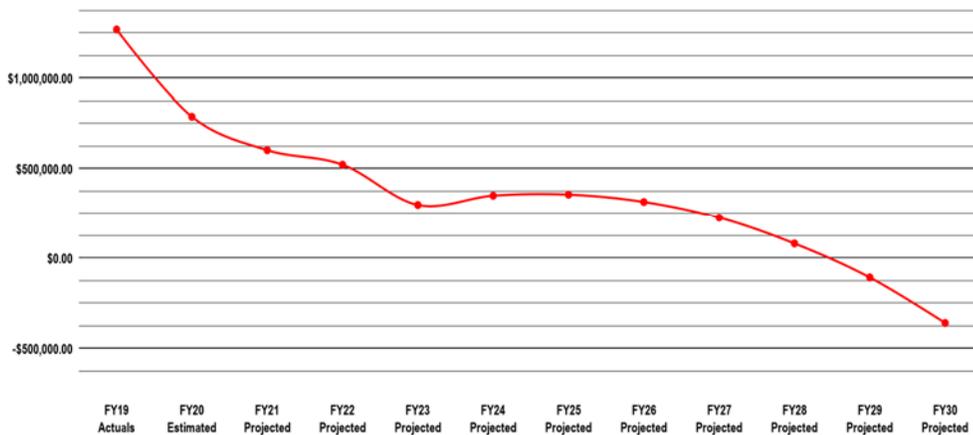
Mr. Billingsley stated that solid waste is an enterprise fund and are required by State law to utilize their rate structure to ensure that they are balanced. The fund is losing revenue on an annual basis. The account balance is being spent down.

Mr. Trujillo stated that the proposed rates may cover the associated costs while maintaining the fund balance.

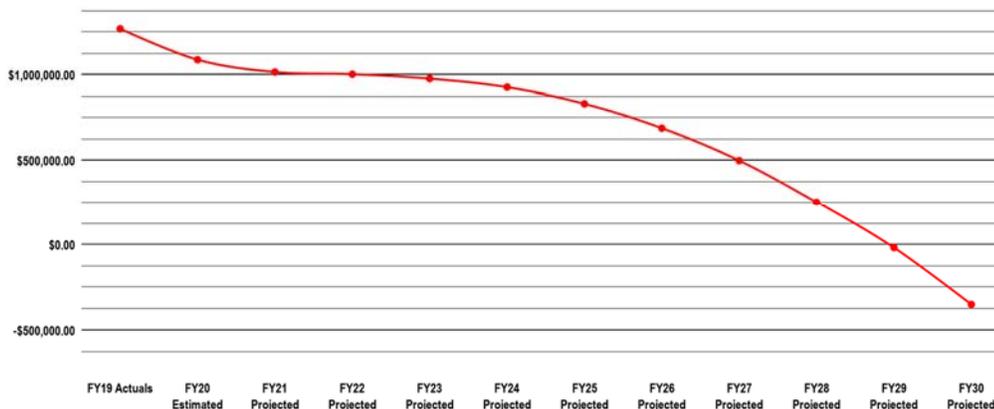
- Proposed Rate Structure

	FY20	FY21	FY22	FY23	FY24	FY 25
Proposed Rates	\$18.08	\$19.08	\$20.00	\$20.50	\$20.50	\$20.50

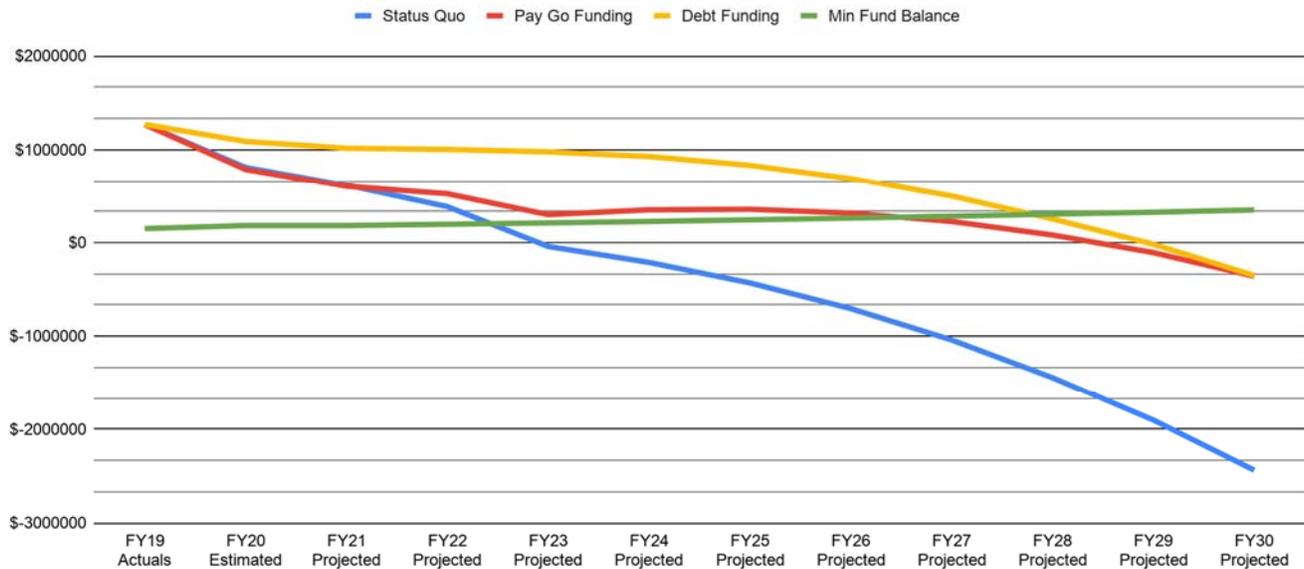
- Scenario 2 – Pay cash for capital purchases as you go



- Scenario 3 – Debt Fund



- Scenario – Comparisons



- Recommendations

- Increase Residential Fees to the following:
 - FY20 - \$18.08
 - FY21 - \$19.08
 - FY22 - \$20.00
 - FY23 - \$20.50
- Recommend the Town maintain an ending fund balance equal to two months of operational expense
- Increase Residential Fee for ADOC equal to Residential Fee
- Increase second container to half of Residential Fee
- Increase Commercial Fee 10% above RAD costs
- Review Fee Forecast yearly
- Recommend the Town consider debt funding Capital Equipment and CIP projects.
- The RAD contract will expire by 7/1/2023. Town will need to start procurement process by January '22 so the contractor will have time to procure equipment for a start date of July '23.

Mayor Walter inquired about the recycling component. She stated that the Town opted to go forward with the private sector for sanitation because the Town could not offer recycling and RAD was able to do so for half the cost.

Mr. Trujillo stated that the recycling program will not be impacted. There may be some increases; however, the contract only allows them to do increases based on certain limitations.

Mr. Billingsley stated that RAD did not do an increase for the first four years and have done small increases last year and this year. The Town is in close proximity to RAD's recycling center that they can make money on the Town's recycling.

Mr. Billingsley stated that there are other things that affect the rates such as supplementing the transfer station in the amount of \$112,000 annually. There are no revenues to augment that cost; however, Council felt that it was beneficial and approved the expenditure.

Mayor Walter stated that the Town provided transfer station services to its residents and needed to find someone who could continue to provide that service when the service went to the private sector.

Mr. Billingsley stated that the Town went to bid and received a very good bid from Waste Management and the cost decreased. The challenge is that the dump is now closed so the costs increased substantially to use that transfer station. A decision needs to be made if the Town is going to continue to provide that service going forward, and if so, it needs to be reflected in the rate structure.

Vice-Mayor Anderson stated that there were discussions about the Town and Pinal County having a joint transfer station and inquired what came out of those discussions.

Mr. Billingsley stated that Pinal County did a feasibility study and was found not to be financially viable for the benefit that the Town would receive. Staff has continued with discussions, and most recently, it is suggested that everyone in this area of Pinal County would jointly bid the solid waste services to obtain a competitive advantage in price and include three transfer stations (San Tan Valley, Florence and Eloy) from whoever wins the bid. They have drafted the documents and provided them to Pinal County. Eloy, Coolidge, Florence and Pinal County have shown interest; and Casa Grande has shown cursory interest. Queen Creek recently went through their own bid process; however, they have not awarded the bid as of yet.

Mr. Billingsley stated that the Town has \$500,000 set aside for improvements in the event that the Town gets the transfer station.

Mr. Billingsley stated that the initial bid with RAD was for a four-year contract, with five extensions. The Town is on their second extension and will be going on the third extension soon. The Town will need to go out and re-bid in two years. The Town is hoping to do the regional bid within the next two years in the hopes of obtaining better pricing.

Councilmember Wall inquired what is the Echo Station? The cost was for \$300,000 and will the Town recover the \$300,000 for the purchase?

Mr. Billingsley explained that the Echo Station is the property that was purchased for the Water Barn and where the dumpsters and recycling bins will be relocated to from Heritage Park. He stated that the Town could increase the rates, pay cash for the property, or finance the purchase.

Councilmember Wall inquired what the \$150,000 in Capital Amount is for.

Mr. Billingsley stated that the \$150,000 is for half of the portion of the Echo Station. It is being paid for in two fiscal years.

Councilmember Wall inquired if the \$65,000 is for the overhead to administer the solid waste program through the Finance Department.

Ms. Jimenez stated that it is for anything aside from contracted service for RAD, transfers or capital. It will be for personnel, maintenance costs and commodities.

Councilmember Wall inquired which scenario were used for the proposed rate structure.

Mr. Trujillo stated that Scenario 2 and Scenario 3 was used for the rate structure.

Councilmember Hughes inquired what the minimum fund balance would be for Scenario 2 and Scenario 3.

Mr. Trujillo stated that the minimum fund balance would be dependent on the year as costs will increase. It could vary between \$80,000 to \$90,000 the first years and approximately \$250,000 by the tenth year.

Councilmember Hughes inquired what the current fund balance is.

Ms. Jimenez stated that the fund balance is approximately \$1 million not including exclusions.

Vice-Mayor Anderson inquired why the revenue is decreasing.

Ms. Jimenez stated that the revenue he is referring to is the reserve for capital items. The decrease is for the Echo Station. Initially, it was projected to cost approximately \$300,000 and is now estimated at \$250,000.

Councilmember Larsen stated that she does not like the options presented. She would prefer the fund to be self-sustaining.

Ms. Jimenez explained that the use of the fund balance is because the expenditures are exceeding the revenues. She stated the following items were not considered in the rate and are being funded with the fund balance:

- Professional services
- Administrative Fees
- \$500,000 for transfer station

Mr. Billingsley stated that the fund balance was left specifically for capital expenditures like those Ms. Jimenez referred to. He stated that the challenge is that the expenditures are exceeding the revenue on an annual basis. The revenues need to be adjusted to cover the expenditures. Mr. Trujillo was challenged to create rates that reflect a 5% population increase annually as well as having minimal rate increases in order to extend the time frame of the fund balance before it is fully exhausted. It is suggested that the rates be reviewed every three years.

Discussion occurred on the various scenarios and how to maintain the fund balance.

Mr. Billingsley stated that the projected rates will be for five years and then they will revisit the rates every three years.

Ms. Jimenez stated that the funds are continually being monitored. She stated that there may be instances when the rates need to increase based on needs, capital purchases, etc. There are several options for Council to consider:

- Council could continue to operate status quo until the fund balance is depleted and then could utilize the General Fund to augment the revenue needed.
- Council could choose to increase the rates which will provide for a positive fund balance and supporting the expenditures. The rates are smooth so the customers will not see a massive price increase in any given year.
- Council could eliminate capital projects. There would be no consideration for a transfer station. This would provide fund balance back into the operating funds; however, the rate increases will still need to be implemented to extend the time frame before the fund balance is depleted.
- Eliminate the transfer station services at Waste Management at the Ironwood Landfill. This would save the customer approximately \$0.93 per month.
- Contract out billing and administrative functions of the sanitation operations (customer service functions and have provider provide those services). This would save the fund approximately \$66,000 in expenditures between direct charge, Town staff, administrative staff and the cost of billing. There would also be a saving of \$6,800 savings because there would not be an intrafund transfer.

Mr. Ben Bitter, Assistant to the Town Manager, stated that the current trend is that it would be favorable to go out for bid when the time comes. The haulers have an advantage over municipalities with regards to the cost for customer service and billing as they can utilize economy-to-scale items where municipalities cannot. If Council chose to cease billing and customer service functions, there would be positive and negative impacts to the organization and to the fund.

Ms. Jimenez stated they could resurrect the Sanitation Department; however, there would be a financial impact because you would need to purchase all of the containers, vehicles, and staff would need to be added to the fund as an expenditure. This would be a significant capital outlay cost and will result in a significant increase in rates, which could be approximately \$30.00 per month.

Mayor Walter stated that the rate prior to utilizing privatization was approximately \$30.00 per month. The Town has done a good thing with providing recycling services and decreasing the monthly cost. The fund balance was approximately \$1.6 million with the intent of starting its own transfer station. This is still the plan; however, she is concerned about utilizing the fund balance but wants to ensure that services are not impacted.

Ms. Jimenez stated that the last option would be to outsource the sanitation service and contract with an entity that will do everything. The only thing the Town would get is the franchise fee and that would go to the General Fund.

Mayor Walter inquired about the status of the transfer station.

Mr. Billingsley stated that there are no plans at this time for a transfer station. It would rely on the regional agreement for it to take place. The Town's portion would cost approximately \$500,000. The cost to build a transfer station would be \$2.5 million to \$3 million. If built, the Town may receive some revenue from the transfer station.

Councilmember Larsen inquired why is the Town involved in the service if it would cost less to outsource the service.

Mr. Bitter stated that the employees understand the streets or the sensitivities of the residents where a person working for the private company may not. It is important to have local customer services. Some providers' customer service offices are out of state. If the Town were to elect for RAD to provide the customer service, it changes the contract and may require a new bid.

Discussion occurred on the nuisances of the contract and the differences between when the contract was first entered into and now, such as population, etc.

Mr. Billingsley stated that the current contract that is in place is a great contract. The intent of the Council at that time was to utilize the fund balance to enhance services, build new infrastructure and vehicles. The intent was not to fund a transfer station; and the Council is now adapting to the changes of time.

Mr. Bitter stated that the current rate not only includes the payment for RAD which is \$13.00 monthly, but also includes a \$4.00 per month charge for the landfill and the rental truck program. The customer pays \$95 for the Truck Rental Program; however, the cost to dump can vary between \$200 and \$300 and the Sanitation Fund absorbs the difference.

Councilmember Larsen expressed her concern of having a consultant review the rates on an annual basis. She stated as a rate payer she would rather pay the small increase than having to pay for a consultant to come and verify the rates. She wants to ensure that the customers maintain the service that they are accustomed to.

Councilmember Hughes stated that her preference would be to continue with RAD for two additional years and then go out for bid when the time comes.

Vice-Mayor Anderson suggested that those who disconnect their sanitation service be required to turn in their trash cans. The records indicate that the Town paid approximately \$12,000 for those who utilized service even though they discontinued service.

Ms. Jimenez stated that it is difficult to pick up the containers because the customers lock them up in their garages. She stated that they are working with Waste Management to rectify the situation.

Discussion occurred on various ways to stop the leakage. RAD is providing new technology by installing cameras and tablets on the trucks to provide the drivers information of open/closed accounts so they know who they can provide services to. The Town is also working with Epcor (Johnson Utilities) who will provide the Town with information on who is starting/stopping service.

Councilmember Cordes suggested that the Town charge the customer for cans that are not returned when they shut off service. She suggested that the customer be required to pay the actual cost for the roll off dumping fees and not just \$95.

Ms. Jimenez stated that the cans belong to RAD and not the Town. She stated there are several challenges in trying to bill a customer for the cans because many of them are renters. There are also personnel restrictions.

Councilmember Wall inquired about the ADOC rates for the dumpsters which are less than most and is now being proposed to increase them to the proposed rate for all others. She inquired if they have recycling.

Ms. Jimenez stated that the ADOC housing complex has dumpsters for their residents and the proposed fee of \$18.08 per resident.

Mr. Bitter stated that they can utilize the recycling containers at Heritage Park; however, they only have trash service on site.

Councilmember Wall inquired if the rates could be in whole dollars.

Ms. Jimenez stated that they will make the rates whole dollars and no cents.

On motion of Councilmember Cordes, seconded by Vice-Mayor Anderson, and carried (6-0) to accept the Sanitation Rate Study and adopt by motion, a Notice of Intention to increase sanitation rates and fees as provided in the Sanitation Rate Study and set a Public Hearing for March 16, 2020.

MANAGER'S REPORT

There was no report.

DEPARTMENT REPORTS

Community Development
Community Services
Courts
Finance
Fire
Police
Public Works

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall offered her apologies for not attending the joint HDAC/Council meeting. She watched the video and was impressed with Ms. Lanning's presentation. She hopes to continue to interact with Ms. Lanning and utilize her services.

Councilmember Wall stated that the Town received a grant for Little League Park improvements from the Arizona Diamondbacks.

Mr. Bryan Hughes, Community Services Director, stated that even though the Town did not receive the main grant, the Town received notification that the Kendrick Family (Diamondback owners) will pay for renovations to the Little League Park. They did a site visit and were impressed and thought it had potential for renovations. The renovations will be done in the fall, followed by a dedication. The Kendrick Family will make the formal announcement at a later date.

Councilmember Wall stated that they are painting a mural of the Pinal County Historical Museum. They have partnered with a muralist who is doing the mural. The muralist is writing a book about his murals and will be used as a guidebook to travel to those towns.

Councilmember Hughes stated that Ms. Lanning is an asset and hopes that the Town will work with her regarding the downtown area. She apologized to everyone for not attending the HDAC/Council meeting. She congratulated the FHS Cheers for going to Nationals. You can support them by having dinner at La Cantina. A portion of the proceeds will go to the FHS Cheer Squad.

Councilmember Cordes attended the HDAC/Council meeting and felt that it was beneficial. She also participated in the Make a Difference Day and assisted at the rodeo grounds. They also assisted a resident with weeds at their home. She went to the POWWOW event and asked that the POWWOW not be referred to as a Farmer's Market.

Councilmember Cordes attended the Chamber Awards Assembly and they sold out. It was a great event and everyone is looking forward to next year's event.

Councilmember Larsen asked that if the Town utilizes Ms. Lanning's services, that she spend more time with staff, review policies, changes made, etc. so that there is an accurate description of things that need to be changed.

Councilmember Larsen appreciates that the Town is continuing with the Make A Difference Day. She invited the public to the many events taking place in Town. She noted that there is art hanging in the community center and is excited to see the artwork.

Vice-Mayor Anderson concurred with the Council's comments.

Mayor Walter invited everyone to the local events.

ADJOURNMENT

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (6-0) to adjourn the meeting at 8:04 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 3, 2020, 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 SPECIAL COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 18, 2020, 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 p.m.

ROLL CALL:

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

Absent: Bill 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.

Mr. Arthur Wilkerson, Anthem K-8 Teacher, stated that he teaches history, government and social studies. He would like to recognize Roberto Riveles, who is an Anthem 8th grade student. He is trying to achieve his Eagle Scout, in which he opted to attend the Council meeting for his community event.

Ms. Cathy Adams, Florence Resident, Boardmember Pinal County Historical Society recognized Mr. Biede and the Greater Florence Chamber of Commerce for an outstanding car show. She stated that the car show grows every year. She thanked Fire Chief Strayer and the Department for having the refurbished fire truck in the show.

Ms. Adams stated that the Board also participated in the Home Tour and had over 400 people visit the museum. Randy Helm, the "Horse Whisperer" presented at the museum at 10:00 am and people were lined up to see him as early as 9:00 am and stayed for most of the day.

Ms. Adams stated that they are having a mural painted on the south wall of the museum. The murals will welcome the visitors. The mural is part of a children's story book. There will be approximately 40 murals, across Arizona and the murals will correlate with the children's book. The point of the book is to encourage tourism. Nearby communities taking part in the project are

Queen Valley, Miami and Superior and they, along with Florence, will be four consecutive pages of the book.

Ms. Adams stated that they are forming partnerships in the community, such as Arizona Department of Corrections. They are restoring the fire truck. They have also had the Chamber run their tours for the ADOC Admin offices, which is a fundraiser for the Museum.

Ms. Adams stated that they are also participating in the 3rd Fridays on Main event. She noted that the museum is now offering a formal program with the Greater Florence Women's Club as well.

Ms. Stephanie Joyner, Executive Director for Pinal County Historical Society (PCHS), stated in honor of International Women's Day, will be honoring women with a special exhibit titled "Cradle to Grave", The Evolution of Women 1880s -1950s. PCHS Museum celebrates womanhood with a special exhibition of 19th and 20th century fashion and accessories throughout the life, from childhood to the coming of age, adulthood and end of life. Explore how fashion shapes women's identity and how womanhood has evolved or remained the same. Many of the items have been rarely seen and you will be amazed at their quality, and how small women used to be. She stated that the exhibit will be from March 8 -15, 2020.

Ms. Catherine Kitchell, Chairman, Greater Florence Women's Club, stated that the board has five members. Within their Articles of Incorporation, their mission is to serve the community. She provided a brief history of the Women's Club and stated that they have been serving the community for 123 years. They will be assisting the PCHS Museum's exhibit by providing clothing for their exhibit. They also do several fundraisers and the money is filtered back into the community such as providing scholarships for our youth.

Mr. Mike Shoppell, Florence Resident, encouraged everyone to participate in the POWWOW, which provides up to 70 pounds of fruits and vegetables for \$12.00. All the fruits and vegetables are fresh. The event is held at the Community Center.

Mr. Richard Biede, Greater Florence Chamber of Commerce, invited everyone to the "Third Fridays on Main" event, in which they will recognize the Florence High School Cheerleaders, who won State for the third time in a row and finished Nationals, where one of the groups finished 2nd.

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.

Discussion and possible approval of a Professional Services Agreement with Stifel, Nicolaus & Company, Inc. ("Stifel"), to serve as Financial Advisor for the Merrill Ranch Community Facilities District No. 1 for a variety of potential future bond financings and related services.

Ms. Rebecca Jimenez, District Treasurer, stated that the District Financial Advisor performs a variety of duties such as assisting with bonding issues and the feasibility study. The Town has worked with Stifel, Nicolaus & Company, Inc. since the 1990s and have been instrumental with the bonding issues, specifically, within the CFD area.

On motion of Boardmember Wall, seconded by Boardmember Cordes, and carried (6-0) to approve a Professional Services Agreement with Stifel, Nicolaus & Company, Inc. ("Stifel"), to serve as Financial Advisor for the Merrill Ranch Community Facilities District No. 1 for a variety of potential future bond financings and related services.

Discussion and possible action to approve Merrill Ranch Community Facilities District No. 1 January 21, 2020 Special Meeting minutes.

On motion of Boardmember Cordes, seconded by Boardmember Larsen, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 1 January 21, 2020 Special Meeting minutes.

ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO 1.

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

ADJOURNMENT 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.

Discussion and possible approval of a Professional Services Agreement with Stifel, Nicolaus & Company, Inc. ("Stifel"), to serve as Financial Advisor for the Merrill Ranch Community Facilities District No. 2 for a variety of potential future bond financings and related services. (Rebecca Jimenez)

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (6-0) to approve a Professional Services Agreement with Stifel, Nicolaus & Company, Inc. ("Stifel"), to serve as Financial Advisor for the Merrill Ranch Community Facilities District No. 2 for a variety of potential future bond financings and related services.

Discussion and possible action to approve Merrill Ranch Community Facilities District No.2 January 21, 2020 Special Meeting minutes.

On motion of Vice-Chairman Anderson, seconded by Boardmember Hughes, and carried (6-0) to approve the Merrill Ranch Community Facilities District No.2 January 21, 2020 Special Meeting minutes.

ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO 2.

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

PRESENTATIONS

Public hearing to receive public comments on proposed increase to water and wastewater rates and fees.

Ms. Rebecca Jimenez, Finance Director, stated that the Town is required to have a public hearing on the proposed water and wastewater rates and fees for public comment. She stated that there will be another opportunity for public comments on February 21, 2020 at 4:00 pm. This item will be presented to Council for consideration in March.

Mayor Walter opened the public hearing. There being no comments, Mayor Walter closed the public hearing.

Recognition of the 35th Annual Historic Home Tour Committee.

Ms. Alison Feliz, Recreation Programmer, stated that the committee began meeting in October 2019 for this event. The Town has been fortunate to have the same members sit on the committee, which has helped with the planning and execution of the event. There were approximately 781 paid guests; however, this does not include those who attended the Assumption of the Blessed Virgin Mary Parish Festival or those just walking around enjoying the community. There were approximately 120 volunteers who assisted with the event. The committee members for the 35th Annual Historic Home Tour are Lynn Smith, Maricela Benitez, Barbara Kelly, Roger Biede and Chris Reid.

Mayor Walter thanked the Committee for all of the time and effort.

Ms. Maricela Benitez, Town employee and Committee Member, stated that this is her second year on the committee. She thanked the committee members and Ms. Feliz for helping put on a great event.

Introduction and recognition of the Town of Florence's Community Emergency Response Team Class of 2020.

Mr. Dave Strayer, Fire Chief, stated that the program is funded from a FEMA grant and in partnership with Pinal County. This program has exceeded all expectations and have assisted in many events. The program continues to evolve. He introduced the Town of Florence's Community Emergency Response Team (CERT) Class of 2020. They had 23 participates this year.

Chief Strayer stated that this is the 2nd class to complete this training and join Florence's CERT. The Community Emergency Response Team Program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks. Through CERT, the capabilities to prepare for, respond to and recover from disasters is built and enhanced.

Chief Strayer stated that the CERT leaders are Ms. Barb Elliott, Mr. Mike Sherm and Mr. Donovan Elliott.

Ms. Barb Elliott, CERT Leader, works with Pinal County Emergency Management, stated that it has been a great working relationship with the Town. Because of Florence, Coolidge and Casa

Grande want to start a CERT Team. She stated that the trainers volunteer their time to help everyone be better prepared for their community.

Mr. Mike Scherm, Florence Firefighter and CERT Leader, stated that he it has been a rewarding opportunity to work with the individuals on the Team. Some of the uniqueness of Florence's team is that they have the ability to run two assignments at the same time. They also have a Rehab truck and it was deployed seven times for various events. The vehicle went to Eloy went they had a 72-hour power outage to hand out ice. They also have the Pinal County trailer that assist with any type of disaster aid.

Mr. Scherm stated that the 2020 members are: John Compton, Dan Danser, Reena Danser, Mike Evans, Judy Evans, Jill Griffith, Jim Hansen, Mary Hansen, Mary James. Kelly Keith, Mary Lindsey, Ted Macek, Rita Manzi, Clifford McGinnis, Diane Morris, Mark Nedza, Mike Runice, Marianne Sage, Cassandra Scherm, Bill Scott, Kathy Sichling, John Styers, Jim Viere and Greg Waterman. There are a total of six couples (husband/wife) that are part of the CERT Team.

Mr. Scherm stated that Mr. and Mrs. Hansen moved here from Oregon and were already part of the CERT team in Oregon. They are also members of the Ham Radio Operator Program and have offered to put on a class to do HAM radio operations.

Mr. Evans had previously made a plaque for the Fire Department. He modified the plaque to add the word CERT to it and presented it to Chief Strayer.

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

- a. **Approval of a Professional Services Agreement for Stifel, Nicolaus & Company, Inc., to serve as the Financial Advisor for the Town of Florence for a variety of potential future bond financings and related services. (Rebecca Jimenez)**
- b. **Resolution No. 1733-20:**

Mayor Walter read Resolution No. 1733-20 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD CERTAIN TEXT AMENDMENTS TO THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" FILED WITH THE TOWN CLERK AND ENTITLED "CHAPTER 150: DEVELOPMENT CODE, ADMINISTRATION AND PROCEDURES SECTIONS 150.000 TO 150.019" AND "PART 1. GENERAL PROVISIONS, SECTIONS 150.080 AND 150.081". (Lisa Garcia)

- c. **Authorization to enter into an Intergovernmental Agreement with Pinal County for provision of service by the Pinal County Elections and Records Department. (Lisa Garcia)**
- d. **Approval of the January 6, January 13, and January 21, 2020 Town Council Meeting minutes.**

e. **Receive and file the following board and commission minutes:**

1. **April 11, April 18, April 28, May 30, June 21, and July 5, 2017 Board of Appeals Meeting minutes.**
2. **December 18, 2019 and January 13, 2020 Historic District Advisory Commission Meeting minutes.**
3. **November 14, 2019 Parks and Recreation Advisory Board Meeting minutes.**

On motion of Councilmember Cordes, seconded by Vice-Mayor Anderson, and carried (6-0) to approve the Consent Agenda, as written with the exception of Item 11b.

- b. Resolution No. 1733-20: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD CERTAIN TEXT AMENDMENTS TO THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV “LAND USAGE” FILED WITH THE TOWN CLERK AND ENTITLED “CHAPTER 150: DEVELOPMENT CODE, ADMINISTRATION AND PROCEDURES SECTIONS 150.000 TO 150.019” AND “PART 1. GENERAL PROVISIONS, SECTIONS 150.080 AND 150.081”. (Lisa Garcia)**

Councilmember Wall asked for a summary of the changes.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the request is to declare the document a public record and not for the changes at this time. The Town’s consultant, Dana Burkhart, has worked on the Code and has presented it to the Planning and Zoning Commission. She explained the process of adopting an ordinance and the associated costs for publishing. She is requesting that the document be adopted as a public record so that it can be heard in the future. She clarified that the Council is not adopting the code. Mr. Burkhart will come before Council in March to explain this in detail. There will also be a public hearing. It will have two readings and will require 30 days for adoption.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) adopt resolution No. 1733-20, declaring as a public record certain text amendments to the Town of Florence Code of Ordinances Title XV “Land Usage” filed with the Town Clerk and entitled “Chapter 150: Development Code Administration and Procedures Sections 150.000 to 150.019” and “part 1. General Provisions, section 150.080 and 150.081”.

NEW BUSINESS

Ordinance No. 690-20: first reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES BY STRIKING SECTIONS 32.030, 32.032, 32.033, 32.120, 32.121, 32.121, 32.200, 32.201, 32.202 ELIMINATING THE PARKS AND RECREATION ADVISORY BOARD, THE LIBRARY ADVISORY BOARD, THE ARTS AND CULTURE BOARD, AND THE FLORENCE YOUTH COMMISSION AND ESTABLISHING THE COMMUNITY SERVICES ADVISORY BOARD MEMBERSHIP SECTION 32.085 ESTABLISHED 32.086, POWERS AND DUTIES SECTION 32.087 AND MEETING SECTION 32.015.

Ms. Garcia stated that at the January 13, 2020 Work Session, Council authorized staff to proceed with consolidating boards and commissions that advise the Town Council and Community

Services Director. Adoption of the ordinance would mean that the Parks and Recreation Board, Library Advisory Board, Arts and Culture Commission and Youth Advisory Board would be dissolved. The Florence Teen Council (FTC) would develop elected positions within the membership, who will serve as the Board of the FTC and attend leadership functions for the Town of Florence. Interviews will be held for those who have applied.

Ms. Garcia stated that the newly created Community Services Board will be a nine-member board, three of which may reside within the planning boundary. Members whose term is current will be asked to serve on the newly created Community Services Advisory Board but be assigned new expiration dates to allow for staggering of terms. They will each be contacted to see who would like to retain their seat and then we would come before Council to appoint the members under the new commission. Currently, there is one vacancy and applications are being accepted.

Mr. Bryan Hughes, Community Services Director, stated that though he likes the different boards, the new board will be more sufficient and effective. Expanding the members to include members from outside of the Town and planning area will enhance the expertise of those on the board.

Ms. Garcia stated that per Mayor Walter's request, Section J, which reads "Organize and promote a healthy living initiative for adults and youth, including nutritious diets and appropriate exercise habits" was included in the ordinance. This is part of the P.O.W.W.O.W. initiative that Council had requested as well.

Mayor Walter stated that this will allow for greater participation.

Discussion/Approval/Disapproval of establishing an ad hoc committee titled the Florence Strategic Plan Advisory Committee, and assigning the following members: Roger Biede, Harold Christ, Peter Koulouris, Henry Padilla, Mike Shoppell, and Betty Wheeler.

Ms. Garcia stated that this item was discussed at the work session. This Ad Hoc committee will consist of nine members to review strategic events. The Town is currently accepting applications and has two applications on file. Council has the authority to specify the number of members it would like if they wish to have more than nine or any other changes that it wishes.

Mayor Walter expressed her appreciation to the members and feel that Council can do a better job through establishing this committee and ensuring that the Town is following the Strategic Plan and meeting the outlined goals.

Ms. Garcia asked that the Council follow the process, established by ordinance, for appointments of boards.

Councilmember Hughes inquired about the terms and how often they would meet.

Ms. Garcia stated that the Strategic Plan is from 2017 – 2022 and will serve through 2022. In 2021, staff will ask Council as how they would like to proceed. She stated that they would meet as needed.

Councilmember Hughes inquired about meetings because the previous committee expressed concern about not meeting after the Strategic Plan was adopted.

Ms. Garcia explained that they were an Ad Hoc Committee and the Committee was dissolved once the Strategic Plan was adopted. This is why Council needed to re-appoint the committee.

Councilmember Wall asked that they include members from Parkside and the Five Parks area, if they do not have representation from there.

Councilmember Cordes stated that she is concerned about time constraints to attend these meetings as well as the other board/commission meetings that they are on.

Ms. Garcia stated that if a member misses more than three meetings, staff can bring the request to remove the individual from the committee before Council. Council can elect to change the number of meetings that they can miss.

Vice-Mayor Anderson inquired if each member was contacted and accepted the invitation to be part of the committee.

Ms. Garcia stated that each of the individuals were contacted and accepted the invitation.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried (6-0) approve establishing an ad hoc committee titled the Florence Strategic Plan Advisory Committee, and assigning the following members: Roger Biede, Harold Christ, Peter Koulouris, Henry Padilla, Mike Shoppell, and Betty Wheeler.

Discussion/Approval/Disapproval to correct the date for a public hearing on an increase of Sanitation rates and fees from March 16, 2020 to April 20, 2020, to be in compliance with Statutory Law.

Ms. Jimenez stated that she came before Council asking for a public hearing on March 16th for the sanitation rates. The same rules do not apply to sanitation as they do for water and wastewater; and she must comply to the 60-day notification. The notice has been posted on the Town's website with the corrected dates. She is requesting that the public hearing be set for April 20, 2020.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to approve the correct the date for a public hearing on an increase of Sanitation rates and fees from March 16, 2020 to April 20, 2020, to be in compliance with Statutory Law.

Discussion/Approval/Disapproval of a Professional Services Agreement with the James Vincent Group (JVG), to conduct a Certificate of Necessity Feasibility Study for Ambulance Services, in an amount not to exceed \$30,000. (David Strayer)

Mayor Walter tabled item 12d to a future meeting. She stated that this is going through the legislature, and dependent on the outcome, will be depend on how the Town will proceed.

LEGISLATIVE REPORT

Mr. Ben Bitter, Assistant to the Town Manager, discussed the following bills:

- HB2825
 - Eliminate any requirement for Certificate of Necessity
 - No need for Town to go through with expense of conducting a feasibility study if the requirement is eliminated.

- HB2521
 - Appropriations for the Heritage Fund
 - Is in the House Appropriation Committee
 - Town signed into support the bill
- HB2705
 - Pertains to vacant and abandoned properties
 - Town of Florence Bill
 - Passed through the House Government Committee in 8-3 vote
 - Will now go to the Rules, followed by going to the entire House and then to the Senate
- There are a total of 1692 bills
 - 899 bills in the House
 - 682 bills in the Senate
 - 111 resolutions
- Link of the video from House Appropriations Committee is available on the Town's website.
 - Pertains to discussion regarding the possible closure of the prison in Florence
 - Costs to close vs. cost to keep it open
 - \$50,000,000 cost per year to close the prison
 - Beds that will be needed to move inmates to private prison
 - Florence is having discussions to the impacts it will have to Florence

Councilmember Cordes inquired about the employment of personnel who are not officers and what will happen to their jobs. She inquired if they have considered what they will do with the building once it is empty.

Mr. Bitter stated that they answer the question towards the end of the video. Some administrative positions will be shifted to Phoenix. Many of those individuals will be able to work at the Eyman Complex. He stated that the execution chamber may remain active, which will limit future use for the remainder of the building; however, there is still not a definitive answer as to what will happen with the building.

Discussion occurred regarding that the cost to actually close the building. There was also discussion on where the inmates would be placed such as Pinal County Jail. Jails would need to do structural and capital upgrades in order to receive inmates from the prisons, as defined and codified in the Arizona Administrative Code. The Arizona Administrative Code requires that they have education programming, recreational programming and even a certain number of televisions per inmates.

Mr. Bitter explained that the contracts to house the inmates in county jails and/or private prisons may cost approximately \$50,000,000 more annually.

Vice-Mayor Anderson inquired if the legislature has any power to stop the closure from happening.

Mr. Bitter explained that they are the ones who approve the budget and if the RFP for those contracts is not approved then it cannot move forward because the State will not have any money in which to do so.

Councilmember Cordes inquired about SB1446, which is the Senate Education Committee that would require all school IDs to have the suicide prevention awareness on the back of them. She signed in and provided her support for the bill.

Mr. Bitter stated that it is the Rules Committee and explained the remaining process for it to move forward.

MANAGER'S REPORT

There was no report.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall stated that the Chamber of Commerce and Destination Florence Visitor Guide and Business Directory is beautiful. She appreciates all the work that they put into creating it.

Councilmember Wall stated that she attended the Home Tour and was impressed with the tour and the volunteers. The highlight for her was to hear Mr. Helm at the museum. They brought three inmates who shared what the program means to them and their future once they are released from prison. They discussed how the program has changed them.

Councilmember Wall thanked Mr. Billingsley and Vice-Mayor Anderson for the summary provided regarding the Growing Water Smart workshop. The information was eye-opening in terms of what Florence has in the terms of water resources.

Councilmember Wall would like to see more restrooms in the downtown area. This would alleviate the requirement of small businesses on Main Street from having ADA restrooms in their buildings. They would be able to utilize the Town's restrooms because they would be in close proximity. This would also help economic development in the downtown area.

Councilmember Larsen stated that the car show was a great event. She was impressed with the number of cars that were there.

Councilmember Hughes stated that she was impressed with the car show.

Councilmember Cordes stated that she volunteered at the event and was only able to see the cars that were in front of the Silver King. She worked during the Home Tour and it was a great event. She met a lot people that came to visit the Town and were not aware of the Home Tour and were able to do the tour. She invited everyone to come to the 3rd Fridays on Main event this Friday. They will be recognizing the Cheer Squad and asked them to come out to support them. The Florence Unified School District had many athletes that have had successes this year.

Vice-Mayor Anderson thanked Mr. Billingsley for inviting the Council to the Growing Water Smart Workshop. The workshops offered were very informative. There were many recommendations

provided to the Arizona Department of Water Resources. He enjoyed the car show and the Home Tour. He and wife were ambassadors and learned a lot about the buildings in the downtown area. He also attended Mr. Helm's talk and was impressed with him and the inmates. The inmates did a fantastic job explaining the importance of the program.

Mayor Walter stated that the Town has a lot of successful events. There is a lot of work that goes on behind the scenes to plan the events and ensure everyone's safety while at the events. She is proud of the athletes in the community and congratulated the Cheerleaders for representing the Town at Nationals.

Mayor Walter invited everyone to the following events: P.O.W.W.O.W., the Tea, Fashion Show, Music Festival and Arts and Crafts Show.

Mayor Larsen thanked Mr. Wilkerson for bringing his student to the Council. He is a positive role model for the community.

ADJOURN TO EXECUTIVE SESSION

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. **Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.**
- b. **Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**
- c. **Discussion on possibility of purchasing land.**
- d. **Discussion on a pending claim arising out of the Town's Judgement Lien affecting property at 79001 W. Desert Blossom Way.**
- e. **Discussion on the following development agreements:**
 1. **Project Foresight**
 2. **Project Trailblazer**
 3. **Project Whitesock**

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

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Cordes, seconded by Councilmember Larsen, 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 9:43 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 18, 2020, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, MARCH 2, 2020, 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 6:02 p.m.

ROLL CALL:

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle

Absent: Bill Hawkins, Judy Hughes

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

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

Ms. Sharon Gerard, Eloy Resident, stated that she is a candidate for the State House in this District. She will have a Town Hall Legislative Update on March 5, 2020 at the Florence Library and Community Center. She asked that you bring your concerns.

Ms. Melissa Romains, Florence Resident and supervisor at the Correction Education Department, stated that they are working on high school accreditation and are coming on their three-year accreditation. One of their criteria is that they create a local advisory board and inquired if any members wish to be part of their board.

Mayor Walter asked that she provide the information to Mr. Brent Billingsley, Town Manager or Ben Bitter, Assistant to the Town Manager.

Supervisor Pete Rios, Pinal County Board of Supervisors, stated that Pinal County is doing well fiscally and their economic development is doing excellent. All their revenues grew last year. Nikola and Lucid were two large projects that are in Pinal County. They will be providing between 4,000 and 5,000 jobs. He stated that he will be running for re-election and has opposition. He does not understand the closure of the prison. His hopes that it will take years before it closes as Pinal County is not equipped to accept the state inmates. He stated that Pinal County and Florence need to work together on the Joint Land Use Study regarding the National Guard Facility.

PRESENTATIONS

Update on the Cuen Building repairs by Tom and Lynn Smith.

Mr. Tom Smith and Mrs. Lynn Smith, Florence Resident and property owners of the Cuen Building, stated the plans are complete and construction will begin. The initial plan were over 10 years old and no longer comply with the current codes or SHPO. They hired a new architect who has experience with SHPO and created the new plans. He stated that this building holds historical significance. At one point, it was a butcher shop, telephone exchange on two separate occasions and an attorney's office for Mr. Fulbright and Ernest McFarland, who was a senator and Governor of Arizona.

Mr. Smith stated that the building is worth saving and is thankful to everyone who has assisted him. He explained that concrete was added to two of the walls and must now be removed which will cost approximately \$36,000 to repair. The center wall was a structural wall and was partially removed which caused the roof to sink. The wall will be replaced with adobe. The framework in the roof will remain; however, they will add support to the roof. He stated that there are also wooden walls that will need to be replaced. It appears that they can save approximately 85%-90% of the original building.

Mayor Walter stated that she is impressed with the work that is being done. She stated that they have restored other buildings in Florence and the Town is grateful for all that they do for the community.

Presentation recognizing Florence being named the Safest City in Arizona by the National Council for Home Safety and Security.

Mr. Bruce Walls, Police Chief, stated that out of 38 cities, Florence was named the Safest City in Arizona for 2020 with a crime rate of 6.2 per 1,000 citizens. The second safest city had double the crime rate. The Town received an award that was presented to Council.

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

Approval to enter into a contract with Centimark Corporation, for roof repairs at Fire Station #1 and the South Wastewater Treatment Plant Facility, in an amount not to exceed \$53,682.47.

Adoption of a Partial Release of the Judgment Lien insofar as it relates to the real property located at 7901 W. Desert Blossom Way, Florence.

Approval of accepting the register of demands ending January 31, 2019, in the amount of \$1,963,845.29.

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

UNFINISHED BUSINESS

Reaffirmation of 2020 rate increase as adopted by Council Resolution No. 1664-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED WATER AND WASTEWATER UTILITIES.

Ms. Rebecca Jimenez, Finance Director, stated that the resolution is to reaffirm the rates that were set forth in the 2018 Utility Rate Study. Two public hearings were held:

- February 18, 2020
 - No comments received
- February 21, 2020
 - Five people attended
 - Provided general comments on the rates
 - Concerns about rate increases
 - Resolved issued that one of the attendees had on their utility account

Ms. Jimenez stated that they smoothed out the rates so that there would not be a significant impact to the customer.

The request is to reaffirm the rates and set the new rates to begin April 1, 2020.

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (5-0) to reaffirmation of 2020 rate increase as adopted by Council Resolution No. 1664-18.

Ordinance No. 690-20:

Mayor Walter read Ordinance No. 690-20 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES BY STRIKING SECTIONS 32.030, 32.032, 32.033, 32.120, 32.121, 32.200, 32.201, 32.202 ELIMINATING THE LIBRARY ADVISORY BOARD, THE ARTS AND CULTURE BOARD, AND THE FLORENCE YOUTH COMMISSION AND BY MODIFYING THE PARKS AND RECREATIONS ADVISORY BOARD MEMBERSHIP SECTION 32.086, POWERS AND DUTIES SECTION 32.087 AND MEETING SECTION 32.015.

Mr. Bryan Hughes, Community Services Director stated that this is the second reading. The ordinance is to combine the Library Advisory Board, Arts and Culture Commission, and the Parks and Recreation Advisory Board into one board that will have nine members with two alternates. It will also allow for three members to be from the Town's planning area, not the Town limits. It will also have a liaison from the Florence Teen Council. The new board will meet once per month.

On motion of motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (5-0) to adopt Ordinance No. 690-20.

NEW BUSINESS

Resolution No. 1731-20:

Mayor Walter read Resolution No. 1731-20 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING, REAFFIRMING, RESTATING AND RE-ESTABLISHING THE FLORENCE DOWNTOWN REDEVELOPMENT AREA BOUNDARIES AND CONDITIONS OF SLUM OR BLIGHT BASED UPON ONGOING SUBSTANTIAL ACTIONS TAKEN TO REMOVE THE SLUM AND BLIGHT CONDITIONS IN ACCORDANCE WITH ARIZONA REVISED STATUTES.

Mr. Larry Harmer, Senior Planner, stated that part of the process to update the Town of Florence Redevelopment Plan requires that the boundary of the plan be reaffirmed. The current boundary of the Redevelopment Plan Area was established via Resolution No. 877-04. That resolution included commercial and vacant properties along Main Street, most of the Historic District and the Territory Square Planning Area north and west of Town Hall. The attached Resolution No. 1731-20 demonstrates the area through mapping and legal description.

Mr. Harmer stated that the Redevelopment Plan Update is currently preparing for its second Open House scheduled for March 12, 2020 at Town Hall in the Council Chambers. The focus of this Open House will be the draft Land Use Plan. All interested members of the public are invited. There will be specific invitations forwarded to participants of the first Open House and to members of the Planning and Zoning Commission, the Historic District Advisory Commission and Chamber of Commerce Director. The meeting has been posted.

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (5-0) to adopt Resolution No. 1731-20.

Resolution No. 1734-20:

Mayor Walter read Resolution No. 1734-20 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ESTABLISHING REGULAR MEETING LOCATIONS, DATES AND TIMES FOR TOWN OF FLORENCE TOWN COUNCIL AND TOWN BOARDS AND COMMISSIONS.

Mr. Hughes stated that this establishes the meeting dates and times for the Town Council, boards and commissions. This is allowing for the new Community Services Advisory Board to meet on the second Thursday of the month at 6:00 pm. All other meeting dates and times will remain status quo.

Vice-Mayor Anderson inquired if worksessions can be held away from Town Hall.

Mayor Walter stated that Council can hold special meetings at other locations.

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (5-0) to adopt Resolution. No. 1734-20.

First Reading of Ordinance No. 691-20:

Mayor Walter read Ordinance No. 691-20 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING SECTIONS OF CHAPTER 32.001 (D) TOWN BOARDS, COMMISSION, AND COMMITTEES.

Mr. Hughes stated that this is to amend the Town Code to remove the old boards and replace with the Community Services Advisory Board.

Discussion/Approval/Disapproval to adopt the Public Involvement Plan for the General Plan Update.

Mr. Harmer stated that ARS §9-461.06 requires that the Town Council adopt a plan that allows for public outreach. This plan was prepared based on the Town's General Plan consultants defined scope and feedback they obtained from the initial Project Immersion activities held on January 8, 2020. These activities included one-on-one staff interviews, a visual tour of the community and afternoon interactive meeting with Department Heads and staff. As a reminder, our consultant, Michael Baker International, already possesses significant knowledge of the Town and our Planning Area through their previous work preparing our Regional Transportation Plan and the San Tan Valley Area Plan for Pinal County.

Mr. Harmer stated that the Public Involvement Plan outlines the numerous steps that will be taken throughout the update process to insure comprehensive involvement by all facets of our community. These steps include meetings with stakeholders, community members, elected and appointed officials, focus groups and community workshops. Additional efforts will be placed media and digital engagement.

Councilmember Wall stated that this is a very important phase of the General Plan Update. She wants to ensure that they use the Next-Door website be included as well as the weekly newsletters to get the information out.

Mr. Harmer stated that they can add flyers into the utility bill.

On motion of Councilmember Wall, seconded by Vice-Mayor Anderson, and carried (5-0) to adopt the Public Involvement Plan for the General Plan Update.

LEGISLATIVE UPDATE

Mr. Ben Bitter, Assistant to the Town Manager, provided an update on the following bills:

- HB2705
 - Florence's Bill on abandoned buildings
 - Has been stuck in the Rules Committee as they are awaiting the amendment.
 - Staff has proposed the amendment to the Realtor's Association, and they have accepted the amendment.
 - This bill will be moving out of the Committee
- HB2551
 - Heritage Fund
 - Successfully passed out of the House and moves on to the Senate.
 - Would allow for additional dollars for Heritage and Park preservation.

- Anticipate \$10,000,000 appropriation
- Bill pertaining to Certificate of Needs and Necessity
 - Removes requirement for all communities and areas
 - Bill died in the House
 - Waiting to see if it pops up on another bill as a striker bill

Councilmember Cordes inquired what amendments needed to be made with the Realtor's Association.

Mr. Bitter stated that some definitions were better clarified such as what constitutes vacant and abandoned buildings and locations. The bill, after the amendment, is 80-90% conforming to what the Town is trying to accomplish.

Mayor Walter asked that Mr. Bitter provide a listing of bills that are similar to this bill so Council can sign in to support those bills.

MANAGER'S REPORT

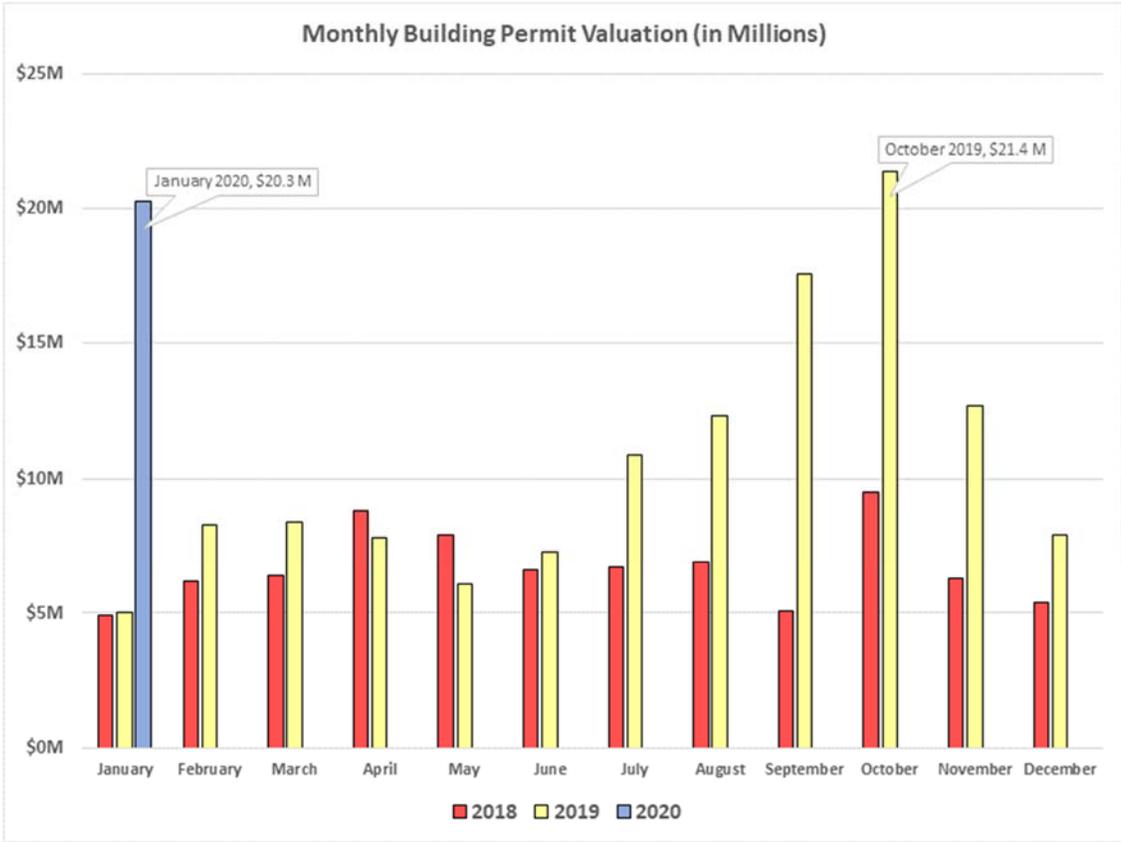
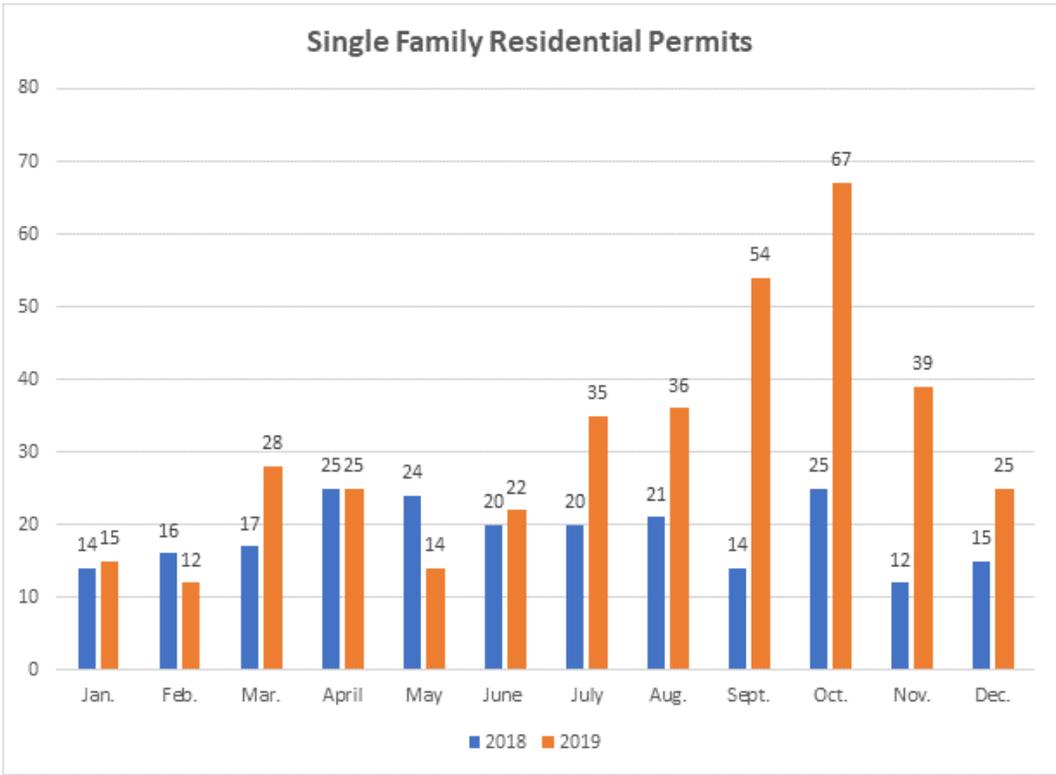
Mr. Billingsley provided an update on relational data on single family permits and how it is tied to valuation. This has a direct impact to the Town's economic prosperity

Mr. Billingsley explained that the first graphic represents Single-Family Residential Permit activity in Florence over the last two calendar years (2018/2019). The permit activity has significantly increased. Primary contributors to permit growth are market strength, the addition of another major homebuilder (DR Horton), and the addition of "infill" development in the Florence Town Core.

Mr. Billingsley explained that the second graphic provides a representation of how that single-family growth, coupled with other permit activity, affects the valuation of our community. The January 2020 valuation includes the new Pinal County Development Services Building, permit valuation at \$9,300,000.

Mr. Billingsley stated what is impressive is when you compare the permitting data to actual valuation being provided to the Town on a monthly basis. The lowest value from 2018, 2019, and 2020 is \$5 million in one month; however, two recent months the valuation increase by \$20 million of construction.

Mayor Walter stated that the permits have grown 66.8% from this same time last year.



DEPARTMENT REPORTS

**Community Development
Community Services
Courts
Finance
Fire
Police
Public Works**

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Cordes stated that she attended the Spring Parade in Caliente. She also attended an event at the Visitor Center where grants were being awarded and she was able to see raw copper, which was very impressive.

Vice-Mayor Anderson stated that he attended the Fashion Show at the Women's Club. It was a great event.

Mayor Walter stated that the Women's Club raised funds for all three high schools in the District. They had state and national representatives at this event as well. It is Read Across America Week and many have volunteered to do so. She invited everyone to the Florence Music Festival and other events in our community.

Councilmember Larsen thanked Mr. Hughes for his service to the Town and wished him well.

Mr. Bryan Hughes, Community Services Director, stated that working with Florence for six years has been rewarding. He has had many great experiences with the Town. His staff is amazing, and he is fortunate to work with great employees.

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 in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.**
- **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.**

- Discussion or consultations regarding the Town of Florence intervention in the matter of the Arizona Corporation Commission's investigation into the 2019-2020 rate case.
- Possible discussions on government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- Discussion on possible contract negotiations with Magma Flood Control District.

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

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Councilmember Wall, seconded by Vice-Mayor Anderson, carried (5-0) to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (5-0) to adjourn the meeting at 7:26 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 March 2, 2020, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, MARCH 16, 2020, AT 5:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 5:30 pm.

ROLL CALL:

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes,
Judy Hughes
Absent: Bill Hawkins

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

CALL TO ORDER

Chairman Walter called the meeting to order at 5:30 pm.

ROLL CALL:

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes,
Judy Hughes
Absent: Bill Hawkins

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

CALL TO ORDER

Mayor Walter called the meeting to order at 5:30 p.m.

ROLL CALL:

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes,
Judy Hughes
Absent: Bill Hawkins

ADJOURNMENT TO A JOINT EXECUTIVE SESSION WITH MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AND THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE.

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

Discussion or consultations regarding a Notice of Claim filed by Merrill Ranch Owner's Agent, L.L.C., CMR/Casa Grande, L.L.C., Roadrunner Resorts, L.L.C. and Florence Copper,

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Inc. against Merrill Ranch Community Facilities Districts No. 1, Merrill Ranch Community Facilities District No. 2 and the Town of Florence.

Discussion or consultation potential and threatened claims against the Town and Districts.

Motioned, seconded, and carried (6-0) to adjourn to a Joint Executive Session with Merrill Ranch Community Facilities District No. 1, Merrill Ranch Community Facilities District No. 2 and the Mayor and Council of the Town of Florence.

Tara Walter, John Anderson (M), Karen Wall (S), Kristen Larsen, Michelle Cordes, Judy Hughes

ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 EXECUTIVE SESSION.

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

ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 MEETING.

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

ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 EXECUTIVE SESSION.

On motion of Boardmember Wall, seconded by Boardmember Cordes, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 2 Executive Session.

ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 MEETING.

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

ADJOURNMENT FROM THE FLORENCE TOWN COUNCIL EXECUTIVE SESSION AND TO RESUME REGULAR MEETING.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adjourn from Executive Session and to resume regular meeting.

MOMENT OF SILENCE

Mayor Walter called for a moment of silence in honor of Councilmember Bill Hawkins, who lost his battle to cancer on March 12, 2020. She stated that he devoted his life to Florence, caring deeply about this Town and our citizens.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

There were no public comments.

PUBLIC HEARING AND PRESENTATION

Public hearing to receive public comment on the Text Amendment to the Town of Florence Land Development Code and first reading of Ordinance 689-20:

Mayor Walter read Ordinance No. 689-20 by title only.

An Ordinance of the Town of Florence, Pinal County, Arizona, amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150: Development Code, Administration and Procedures Sections 150.000 to 150.019 and adding Sections 150.020 to 150.024, and relocating “Part 1. General Provisions,” Sections 150.080 to 150.081 to the Administration and Procedures Sections 150.020 and 150.021, respectively. The proposed text amendment document was declared a public record by Resolution No. 1733-20, one paper copy is on file in the Office of the Town Clerk, and one electronic copy is available on the Town of Florence website.

Mr. Dana Burkhart, Consultant, stated that this is the first of two readings (second reading is scheduled for April 6, 2020) along with a public hearing on this proposed text amendment.

Mr. Burkhart, Consultant, provided a presentation on the Development Code Text Amendment: Administration & Procedures, in which he outlined the following:

- Why?
 - Correct code discrepancies and conflicts
 - Address statutory changes
 - No regulatory changes
 - Economic Development tool for the Town
 - Organize section to easily navigate
- Scope
 - Correct Discrepancies
 - Redundant design review processes
 - Codify Pre-Application Conference and added Temporary Use procedures
 - Meet with applicant prior to submittal of application
 - Update terminology to be consistent

- Update to reflect changes in statute
 - House Bill 2116 passed in 2017 – rezoning appeal
 - Arizona Revised Statute §12-1134 Claim and Diminution in Value
 - Inserted procedural language to give Town additional opportunity to appear regarding future claims
 - Will put Town in better situation
- No regulatory changes
 - Decennial General Plan Update and other leading policy studies coming soon
- General Plan/Strategic Plan
 - Master Plans: Transportation, Redevelopment, Parks and Open Space, etc.
 - Technical Codes: Development, Building, Fire, Flood Control, etc.
- Public Review and Recommendations
 - Started process in May 2019
 - Have had 10 public meetings
 - Community meeting and draft updates available for download and comment online
 - Historic District Advisory Commission (HDAC) and Planning & Zoning Commission recommend approval.

Mayor Walter opened the public hearing. There be no public comments, Mayor Walter closed the public hearing.

Census 2020 Presentation. (Jennifer Evans)

Ms. Jennifer Evans, Management Analyst, provided a presentation, in which she outlined the following:

- How to Respond
 - Respond online, by phone, or by mail
 - Partner Questionnaire Assistance Center at the Florence Community Library - Place with computers and information for community members to self-respond.
 - Event-Based Questionnaire Assistance - Census Bureau and Town staff will have a presence at community events.
 - Highly Mobile Questionnaire Assistance - As we receive self-response data, partners and the Census Bureau will ensure we have questionnaire assistance in areas that are not seeing expected self-response.
- Census Schedule
 - What we will send in the mail
 - March 12 – 20, 2020
 - An invitation to respond online to the 2020 Census. Some households will also receive paper questionnaires.
 - March 16 – 24, 2020
 - A reminder letter
 - If you haven't responded yet
 - March 26 – April 3, 2020
 - A reminder postcard
 - April 8 – 16, 2020
 - A reminder letter and paper questionnaire.
 - April 20 – 27, 2020
 - A final reminder postcard before we follow up in person

- Support the Census
 - Encourage people to respond online, by phone, or by mail
 - Remind people to cooperate with census takers if they visit their home.
 - Emphasize the census is safe and secure.
 - Information is retained for 72 years
 - Reach hard-to-count populations – farmworkers, children 0-5 years, non-English speakers, low-income families, veterans, winter residents
 - Response Rate Challenge
 - Challenge public to increase response rate
 - Would like to see the response rate to 90%
- More Information
 - Contact Jennifer Evans, Management Analyst, at 520-868-7549 or Jennifer.evans@florenceaz.gov
 - www.icount2020.info
 - www.2020census.gov
- Count everyone...once, only once, and in the right place

Mayor Walter inquired if there were as many platforms in which to respond ten years ago as there are now.

Ms. Evans stated that they did not have as many platforms to respond as there are now. This is the first time that online and phone options are available.

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

Authorization to dispose of vehicles that are no longer needed and have outlived their useful life. (Rebecca Jimenez)

Approval of Lantis Fireworks and Lasers contract for the 2020-2021 Fireworks Display in an amount not to exceed \$37,000. (Alison Feliz)

Approval of a Change Order for the Poston Butte Preserve Project On-Call Engineering, pursuant to Council approved contract with WestLand Resources, Inc., for an additional \$2,500, increasing the total to \$199,913, which is within budget for this fiscal year. (John Nixon)

Authorize Town staff to proceed with negotiations with the five parks communities in drafting a special use agreement for future development of a Town parcel for use as a community dog park. (John Nixon)

Approval of the January 27, 2020 Town Council Meeting minutes.

Receive and file the following board and commission minutes:

January 9, 2020 Arts and Culture Commission Meeting minutes.

January 29, 2020 Historic District Advisory Commission Meeting minutes.

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December 5, 2019 Planning and Zoning Commission Meeting minutes.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to approve the Consent Agenda, as written.

UNFINISHED BUSINESS

Ordinance No. 691-20:

Mayor Walter read Ordinance No. 691-20 by title only.

Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING SECTIONS OF CHAPTER 32.001 (D) TOWN BOARDS, COMMISSION, AND COMMITTEES. (Lisa Garcia)

Ms. Lisa Garcia, Deputy Town Manager, stated that this will correct the Town Code to be consistent with the ordinance that was adopted at the last meeting regarding boards and commissions.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adopt Ordinance No. 691-20.

NEW BUSINESS

Discussion/Approval/Disapproval to adopt the Major General Plan Amendment Calendar for 2020. (Larry Harmer)

Mr. Larry Harmer, Senior Planner, stated that by State Statute, each community is allowed to process major plan amendments once per year. The Town is doing a major update to the overall plan; however, that will not be completed until next year. There may be some submittals for properties north of the Gila River so the Town is setting a calendar for Council's approval.

Mr. Harmer stated that there is a large gap between the submittal due date and the first public hearing because the application is distributed to neighboring jurisdictions and agencies for a 60-day comment period. A sampling of these agencies includes: APS, SRP, Arizona Department of Water Resources, Pinal County, Central Arizona Governments, City of Coolidge, Town of Queen Creek, Florence Unifies School District, Arizona State Land Department, and others. The proposed calendar for the Major General Plan Amendment for the 2020 year is as follows:

Completed Application Submittal due:	April 23, 2020
Planning and Zoning Commission 1 st Public Hearing:	August 6, 2020
Planning and Zoning Commission 2 nd Public Hearing and Recommendation:	September 3, 2020
Town Council Public Hearing and Possible Action:	October 5, 2020

The required Public Hearings include notifications of neighboring property owners, on-site advertising signs and legal advertisement in the local newspaper. At this time, staff has had only one inquiry regarding this year's process.

Vice-Mayor Anderson inquired why the Council is not provided as much time to review the application as the other entities.

Mr. Harmer stated that the calendar is tentative. Staff can also hold work sessions to discuss the applications if they are comprehensive. The calendar sets the public hearings.

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (6-0) to adopt the Major General Plan Amendment Calendar for 2020.

First reading of Ordinance No. 692-20:

Mayor Walter read Ordinance No. 692-20 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE CODE OF ORDINANCE, ARIZONA, TITLE XI BUSINESS REGULATIONS, BY AMENDING CHAPTER 111, SECTION 111.05 (F) OPERATIONAL REQUIREMENTS.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that in 2018, Arizona passed a mobile food truck ordinance. The League of Arizona Cities and Towns did a model city code for all municipalities to adopt. There was a section to allow for residential to be 250 feet. This made it so mobile food trucks could not be on the streets, specifically in the downtown area because there are residential homes in near proximity. It is not the intention of the Town to eliminate food trucks from being able to operate in our community. Food trucks are utilized at special events. The State law allows them to park in any public parking space.

Ms. Garcia stated that once it was brought to the Town's attention, staff is requesting to modify the Code to allow for a mobile food vendor, including auxiliary generator and other related equipment, that projects less than 66 decibels at property line may be within 50 feet of a residential use.

Councilmember Wall asked for clarification with regards to how Section H 1. of Sec. 111.05 Operational Requirements will be interpreted.

Ms. Garcia stated that it would read: " A residential area, a mobile food vendors shall not operate in an area zoned for residential use or within 50 feet of the area zoned for residential use to use, not property line to property line and then outline the exceptions.

Councilmember Wall inquired what use-to-use means.

Mr. Clifford L. Mattice, Town Attorney, stated that there are issues when there are separation requirements and zoning regulations when measuring from point A to point B. By allowing the measurements to be from use-to-use, this will allow for some flexibility.

Resolution No. 1735-20:

Mayor Walter read Resolution No. 1735-20 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXERCISING TOWN COUNCIL'S LEGISLATIVE DISCRETION TO NOT ENFORCE OR SUSPEND ENFORCEMENT OF CHAPTER 111, SECTION 111.05 (F) UNTIL THE EFFECTIVE DATE OF ORDINANCE NO. 692-20. (Lisa Garcia)

Ms. Garcia stated that the intent of this resolution is so that the Town will not enforce the Code as it is currently written until the adoption and effectiveness of Ordinance No. 692-20.

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (6-0) to adopt Resolution No. 1735-20.

Resolution No. 1736-20:

Mayor Walter read Resolution No.1736-20 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PROPERTY LEASE POLICY. (Lisa Garcia/Jennifer Evans)

Ms. Garcia stated that per Council's direction, staff reviewed and modified the lease policy, Request for Qualifications (RFQ), Request for Proposals (RFP) and the lease. The Policy Committee and Town Attorney reviewed the documents.

Ms. Garcia stated that the following areas need clarification:

- Page 4 of the Memorandum regarding examples and lease rates
 - Ms. Cindy Sills, Florence Realtor provided commercial lease rates
 - Staff spoke with those who rented and confirmed rate
 - Council needs to make determination on what to charge
 - \$0.51 per square foot
 - Charge less than market rate because of the GPLET and charge a combined rate of \$0.51 per square foot

Ms. Garcia stated that staff is recommending that they do a Consumer Price Index (CPI) each year and the rates would increase if the CPI increased.

Ms. Garcia stated that the following was done:

- Lease was modified and there will be no utility charges for the common areas, as requested by Council.
- Modified the process to make it more user-friendly.
- Removed the language stating that the area would be used as an incubator since it is no longer used as such.
- Defined the RFP process which is 30 days per State Law.
 - Two spaces will be available
 - Outlined the RFP Process
 - Use comes before Council
 - The 30-day appeal process begins once Council approves the use
 - After the 30 days has lapsed, the Town Manager can negotiate and sign off on the lease.

Councilmember Wall inquired about Space 4. She also inquired about the telephone changes, which is more than the electrical for the common area.

Ms. Garcia stated that Space 4 is the Brunenkant Building and their square footage will change because currently the lower floor (891 square feet (sq. ft.) was the only part of the building being leased; however, they will now include the upstairs which will be a total of 1,782 sq. ft.

Discussion occurred on various leased scenarios.

Ms. Garcia stated that the Fudge Shop has sold and will now be for-profit. The business upstairs is vacating effective April 30th so there will be two spaces vacant upstairs.

Ms. Garcia explained the process to fill those upstairs vacancies at the Silver King Market Place.

Ms. Garcia explained that the telephone changes includes the alarm system and fire sprinkler system, for a total of four lines.

Councilmember Wall inquired if the electrical for the common areas is on a separate meter.

Ms. Garcia explained that the common areas have a separate electrical meter from the suites. The water usage would be for the common restroom.

Councilmember Wall inquired if the renter pays GPLET tax on the Brunenkant Building.

Ms. Garcia stated that they do pay GPLET tax.

Councilmember Cordes stated that the lease is listed as a modified gross lease basis, which means that it is inclusive of all costs (i.e. rent, taxes, insurances, utilities, etc.); however, this is not how the leases are and the tenants pay separate for each of those items.

Discussion occurred on the verbiage and it will be changed to modified triple net rather than modified gross lease. She inquired if the tenants contribute to the cost of the phone line.

Ms. Garcia stated that she will change the verbiage to modified triple net lease and explained that the tenants do not pay for the phone line.

Councilmember Cordes stated that the GPLET should be included in their lease rate. If they are charged the going rate along with the GPLET tax, this may raise the cost more than the market can handle. She suggested that the rates be combined to what the going rate is. During the summer months (May – August) she suggested that some type of relief, such as a 30% decrease in rent be offered to the tenants because business is seasonal in Florence. She suggested the rate be decreased if they maintain the minimum of hours open as outlined in the lease; otherwise they may choose to close early but would forego the discount.

Ms. Garcia stated that staff can incorporate Councilmember Cordes' suggestions should Council agree. She asked if Council is in agreement with Scenario Two which is for a combined rate of \$0.51 sq. ft. She stated that staff will develop a summer program with the modified rates for those

businesses who will remain open for the 32 hours per week. Those who choose not to remain open will not receive the discounted rate.

Councilmember Larsen inquired how this will be managed. It may appear that the Town is micro-managing the businesses.

Councilmember Cordes stated that the tenant needs to notify the landlord if they are making changes to their hours of operation.

Discussion occurred on various scenarios with regards to closing early or opening late.

Ms. Garcia asked that Council modify the motion to allow for staff to advertise the RFP so that they can start the process to fill the two vacancies.

Councilmember Wall stated the discount would result in the square footage to be approximately \$0.24 sq. ft.

Councilmember Hughes inquired if the ingress/egress issue has been resolved.

Ms. Garcia stated that the issue will be resolved no later than June 2020.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried (6-0) to advertise for RFPs and to have staff bring back to Council options on the discussed changes to the Lease Policy.

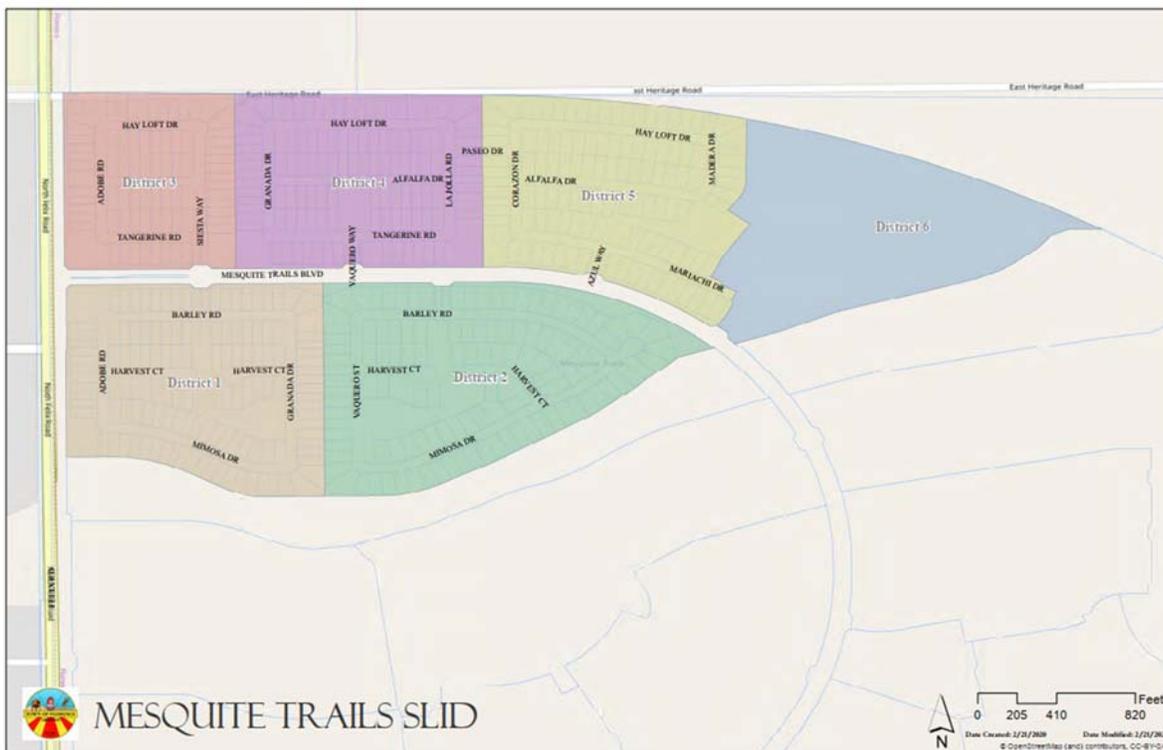
WORK SESSION ON STREET LIGHT IMPROVEMENT ORDINANCE AND POLICY (Chris Salas)

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

- Definition
 - A Street Light Improvement District (SLID) is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax.
- Other communities that have SLID's
 - All new developments in the City of Surprise require a SLID for streetlights on collector or local roadways.
 - The City of Apache Junction utilizes a special district mechanism to fund the installation and energy costs of streetlights placed in residential subdivisions.
 - Maricopa County - A Street Lighting Improvement District (SLID) may be formed for the sole purpose of paying for the energy to power streetlights on the public streets and parks. The SLID provides the means for purchasing energy for lighting public streets and parks. The SLID also provides a mechanism to split these energy costs among all property owners in the SLID.
 - The City of Scottsdale's streetlight improvement districts were established beginning in 1971 to allow taxpayers residing in the benefiting area to pay for the operation of the streetlights. The City currently has 355 streetlight improvement districts formed by petition

of the property owners for the sole purpose of purchasing electricity for the lighting of public streets.

- Buckeye - All new development is subject to the implementation of a Streetlight Improvement District (SLID) in accordance with Town of Buckeye Ordinance 43-05 as found in Chapter 20, Article 20-15-1 of Town Code and in Resolution No. 109-12.
- Queen Creek - The Town is the administrator of over 100 Street Light Improvement Districts (SLIDs) at the time of budget development. The fund receives revenues through an assessment on secondary property tax that pays for the electricity consumption in the districts.
- Showlow
- Litchfield Park
- Gilbert
- Peoria
- New SLID's forthcoming
 - Each new sub-division is required to form a SLID before the Final Plat is recorded.
 - Mesquite Trails has already submitted their application
 - Many, many more to come



- Use of HURF for streetlights
 - Previously asked, 'Is still an opportunity to determine how many streetlights could be paid by the HURF fund in the Anthem area so that the residents will not have to pay for those streetlights. The lights would be the ones in the arterial roadways as well as density lights.
 - Response – The State law covering the use of HURF doesn't delineate to this level. Several communities pay both the lights on the arterial streets as well as the lights interior to the sub-division.
- HURF Revenues – Gas Tax

- Arizona gas taxes were last increased in 1991
- Cars are more fuel-efficient reducing total revenue per mile driven
- Tires pressures have increased, causing the roads to see more of the loads and increase wear to the roads
- Electric and hybrid vehicles cause similar wear to the roads but don't contribute as much to the revenue stream to repair the roads
- Public Works Street Departments across the nation, including at the State and Federal level, have been asked to do the same with less for a long time
- House Bill 2899 aims to increase gas \$.06 per year over the next three years
- House Bill 2899 aims to increase registration fees for electric vehicles
- HURF Revenues – Prison closing
 - Highway Users Revenue Fund (*HURF*) – Decreases from \$2,028,423 in FY20 to \$1,752,019. This is an annual loss of \$276,404 to the HURF/Street Maintenance Fund
 - Loss of Pinal County Transportation Excise Tax (*TET*) Revenues – Decreases from \$1,274,910 in FY20 to \$1,110,121. This is an annual loss of \$164,789 to the HURF/Street Maintenance Fund
 - Total revenue reduction of \$441,193
- Conclusion
 - Revenue streams continue to decrease
 - The streets CIP is not fully funded based on the improvements needed for Hunt Highway both in terms of maintenance and widening
 - Paying for streetlights out of HURF will mean less money available for maintaining the streets, the primary purpose of HURF

Councilmember Larsen stated that though she feels that the SLIDs should be paid for by the Town, it would be irresponsible to request so, specifically with the anticipated reduction in HURF revenues.

Mr. Salas explained that HURF and TET funds are used for salaries. The various completed projects have reduced patch repairs and crack sealing as well as materials used. One of his concerns is how to find funds to widen Hunt Highway and to maintain the interior lanes because the road is used as a main highway. The City of Mesa has a separate tax that is earmarked for maintaining their roads.

Councilmember Wall inquired if the cost to install the streetlights included in the bonding. She inquired if Mesquite Trails will have a Community Facilities District (CFD).

Mr. Brent Billingsley, Town Manager, explained that the Streetlight Improvement District (SLID) does not pay for the light poles but rather for the maintenance of the infrastructure and for the monthly usage. He stated that developers have the option to establish a CFD; however, Mesquite Trails have not discussed the option of forming a CFD at this time.

Mr. Salas explained how CFDs work.

Councilmember Wall inquired if the SLIDS are mandated.

Mr. Billingsley stated that with the exception of Sunrise Estates Phase II, the Code mandates that all new development form SLIDs. They are not mandated to form a SLID because their plat was approved as a rural dark sky subdivision many years ago.

Discussion occurred on various scenarios regarding when SLIDS would be required.

Mr. Salas stated that developers can do more than what is required.

MANAGER'S REPORT

Mr. Billingsley stated that the Police Department is going to offer a Youth Citizens Police Academy for 6th – 8th grade students. Topics will include:

- Crime Scene Investigations
- Fingerprinting
- Dangerous Drugs Education
- Firearms Safety
- Equipment Demos
- Internet Safety
- Alcohol Abuse Education
- Crime Reporting
- Team Building
- Working with the Town's K-9 Officer.

Mr. Billingsley stated that the intent is to have a one-week course in June.

Mr. Billingsley stated that Police Chief Wall was elected as President of the Pinal County Law Enforcement Agency.

Mr. Billingsley stated that today, the Town released two press releases regarding COVID-19 and the coronavirus. The development that the Town has received is continually changing and staff is taking this information very seriously. Staff is in constant contact with the State, County, and local medical professionals. A State of Emergency has been declared at a Federal and State Level. The Pinal County Department of Public Health has activated their Incident Command System. Mountain Vista Medical Center is the operator of Florence Anthem Hospital and have vowed to provide the best community support possible. He said in light of this pandemic, the Town is:

- The Town is cancelling all special events through the end of April. This will include POWWOW, Eggstravaganza, Road to Country Thunder, and Movie in the Park.
- Town representatives have also reached out to the organizers of Country Thunder, Gallagher Softball Tournament, Third Fridays on Main, and the upcoming Rail 3 Ranch Rodeo to make them aware of the CDC guidance.
- The Town is cancelling all Recreation, Active Adult Center, and Library programming until Monday March 30th.
- Due to the nature of the activities performed at the Fitness Center, and our customer base, the Fitness Center is being closed until further notice.

- The Give A Lift Program is being suspended at this time, as the program depends on volunteer drivers.
- The Medical Equipment Loan Program will continue to be offered but patrons will need to contact Community Services staff at (520) 868-7040 to arrange for pickup and drop-off.
- Due to the updated CDC guidelines, and the nature of program participants, closing the Florence Active Adult Center is imperative. Getting seniors meals is a top priority, therefore we will continue the Meals on Wheels Program and are working to provide meals for pickup at the Active Adult Center, instead of hosting meals at the facility.
- Consistent with the Maricopa County Library District and several Pinal County Libraries, the Florence Library will be closed on Wednesday March 18th, until further notice.
- All room reservations at the Florence Community Center and facility rentals are suspended at this time.
- All Town parks will remain open. Park restrooms will remain open and will receive cleaning and supply service as resources allow.
- There are currently no plans to suspend the Intersession and After School Programs sponsored by the Town. Protocols are being put in place and partnerships are being researched to be sure that we can meet the community need.
- Suspended all volunteer programs because all of the Town's volunteers fall into the high-risk categories under the CDC requirements.
- Municipal Court will remain open

Mr. Billingsley asked that citizens that are not feeling well or are showing symptoms of the coronavirus not utilize the Fire Department as they have no ability to test or treat at this site. Florence Anthem Hospital is putting protocols in place for COVID-19. The Poison Control System is now a COVID-19 Call Center and asked that they be contacted if you are having symptoms.

Mr. Billingsley stated that the Florence Town Council has the ability to hold remote meetings through technological means and if it takes place, it may limit public involvement. This would mean that there would be no public hearings. All board, commission and task force meetings and all meetings have been cancelled until further notice.

Mr. Billingsley stated that the Town is working with multiple agencies to ensure that accurate information is disseminated to the public so that people can protect themselves and their families. Town departments have an established protocol and are using the appropriate precautionary measures to ensure to have an established protocol in providing service to our residents and businesses.

Vice-Mayor Anderson inquired if there are any businesses that are closed due to the pandemic.

Mr. Billingsley stated he does not know of any businesses closing due to the pandemic.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Wall stated that McDonald's will only offer drive-thru service effective immediately. L & B Cantina is open for business and offers take out service.

Councilmember Larsen stated that she appreciates the public notices that are being sent out and the Council is doing its best to protect its residents.

Councilmember Cordes stated that she attended the 7th Annual Caliente Car Show. She dressed as a clown. There were 75 cars that were in attendance. She also attended the music festival; unfortunately, the attendance was low. Everyone made sure to wash their hands and to continually sanitize. She also extended her condolences to the Hawkins family.

Vice Mayor Anderson stated that he would miss Councilmember Hawkins' friendship. He was a good friend and he is saddened by his passing.

Mayor Walter stated that the attendance was low for the Music Festival. She stated that many people are electing to distance themselves. She asked that you limit your shopping to what you need so that there will be enough for everyone. She also asked that you check on others to ensure that everyone is doing well.

Councilmember Hughes stated that she is saddened with Councilmember Hawkins passing.

ADJOURNMENT TO EXECUTIVE SESSION

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.**
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**
- c. Town's position and instruct its attorneys regarding pending litigation in the U.S. District Court for the District of Arizona: (Case No. CV-14-01304-PHX-DMF) Walt Hunter and Jarris A.H. Varnrobinson Von Zombie v. Town of Florence, et al.**
- d. Town's position on purchasing, leasing and or selling land.**

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 Cordes, seconded by Councilmember Larsen, and carried (6-0) to adjourn to Executive Session.

ADJOURNMENT

On motion of Councilmember Cordes, seconded by Councilmember Larsen, and carried (6-0) to adjourn the meeting at 8:27 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 March 16, 2020, 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 SPECIAL COUNCIL MEETING HELD ON WEDNESDAY, MARCH 18, 2020, AT 4:00 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 4:00 pm.

ROLL CALL:

Present: Tara Walter

Telephonically: John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

NEW BUSINESS

Discussion/Approval/Disapproval of the Town of Florence declaring a local emergency.

Mr. Brent Billingsley, Town Manager, stated that he, along with Mayor Walter and Fire Chief David Strayer attended the Pinal County Board of Supervisor's Meeting today in which they discussed several items pertaining to the COVID 19. He stated that Town staff is monitoring the situation around the clock. They have also attended a variety of meetings pertaining to COVID 19 virus.

Mr. Billingsley stated that at the Pinal County Board of Supervisor's Meeting, the Pinal County Department of Public Health Director provided a presentation in which he discussed the status of the virus nationally, statewide, countywide, and locally. Other items discussed were things that they are emphasizing amongst Pinal County and its employees, amongst other governmental entities, healthcare organizations in Pinal County and advice for the public.

Mr. Billingsley stated that the Town has set up a specific link for specific resources regarding COVID 19 resources on the Town's website.

Mr. Billingsley stated that following the Pinal County meeting, he has had meetings with the Town's Management Team as well as the Town's Emergency Response Team. The things that Pinal County asked the Town to consider include the following, but they may not all be implemented at the same time, are:

- Implement changes to visitor policies in public areas
 - Meeting with more than 10 people will be conducted telephonically
 - Postings advising people if they feel ill or having symptoms to not enter the building and do business telephonically and report to a healthcare professional for assistance.
- The doors to the Administration portion of the building will be locked and all visitors will be sent to the window to obtain assistance.
- The Town is working with the Anthem Hospital with regards to CDCs recommendations regarding triage of patients.
 - Mountain Vista Medical Center put out a press release and he encouraged everyone to read it.
- Have been asked to actively monitor health of Town employees
 - Town will implement same policies as Pinal County.
- Monitoring of personal protective equipment (ppe)

Town of Florence Council Meeting Minutes

March 18, 2020

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- Ensure that the Town has enough supplies for employees who are coming into contact with the public
- Proper training on how to use equipment
- Federal reserve of emergency equipment and supplies has been released
 - Arizona will receive supplies
 - Florence has submitted their order
- Town is encouraging places of gatherings (church, restaurant, etc.) where 10 or more are gathered to practice social distancing.
 - Social distancing is a six-foot requirement between individuals.
 - Discussing ways to serve special-needs population of the Town
 - The Town is cancelling all gatherings of more than 10 people.
 - Management Team meetings will be held telephonically.
 - Certain employees are in the at-risk population
 - Working with IT Department to ensure they can telework.
- All non-essential work travel has been cancelled.
- Health screening of employees
 - Sending employees home and suggesting medical care if they are exhibiting symptoms
- Considering alternate work schedules or staggering times for employees
- Educating employees
 - Have provided information via mailers and flyers from the Human Resources Department regarding the virus and to have a household plan in terms of how to react and stress awareness.
- Advising everyone to not have large gatherings or to travel in order to limit exposure

Mr. Billingsley stated that Pinal County's next meeting is on March 20, 2020 to consider their emergency declaration. The governments in Pinal County are working together to ensure consistency. He noted that certain processes have been put in place to ease procurement requirements to free up funding and to shorten time frames for decision making regarding key decisions as it pertains to this pandemic.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to declare a local emergency.

Emergency Proclamation issued by Mayor Walter Declaring a Local Emergency in the Town Florence.

Mayor Walter read the proclamation into the record, which states:

**TOWN OF FLORENCE
EMERGENCY PROCLAMATION
DECLARING A LOCAL EMERGENCY IN THE TOWN OF FLORENCE**

WHEREAS, A.R.S. § 26-311 authorizes the Mayor of the Town of Florence, Arizona or her designee to proclaim the existence or threatened existence of a local emergency when the Town of Florence is affected or likely to be affected by a public calamity; and

WHEREAS, the Mayor and Town Council of the Town of Florence adopted Resolution No. 1034-07 adopting the Town of Florence Emergency Response and Recovery Plan (the “Florence Emergency Response Plan”); and

WHEREAS, the novel coronavirus, COVID-19, was first detected in Wuhan Town, Hubei Province, China in December 2019, and the Centers for Disease Control (“CDC”) considers this virus to be a significant public health threat that has, and continues to spread globally; and

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 illness a public health emergency of international concern and on January 31, 2020 the United States Secretary of Health and Human Services declared a public health emergency due to the COVID-19 illness; and

WHEREAS, on March 11, 2020, Governor of the State of Arizona, Douglas A. Ducey, determined that the COVID-19 outbreak presents conditions in Arizona that justified his declaration of a State of Emergency; and

WHEREAS, on March 13, 2020, the President of the United States of America, Donald J. Trump, found and proclaimed that the COVID-19 outbreak in the United States constituted a national emergency; and

WHEREAS, the Centers for Disease Control and Prevention-in an effort to control the COVID-19 outbreak-are currently recommending social distancing, the cancellation of non-essential large gatherings of more than 50 people, and that individuals older than 60 years of age, and those with chronic medical conditions should not attend gatherings of more than 10 people; and

WHEREAS, on March 16, 2020, the President of the United States of America, Donald J. Trump, issued “The President’s Coronavirus Guidelines for America: 15 Days to Slow the Spread,” which recommends that all individuals avoid social gatherings in groups of more than 10 people; and

WHEREAS, the Town continues to plan and prepare for event and facility closures, modified staffing plans, work-from-home programs, and enhanced communications to employees to ensure effective continuity of operations of the Town’s government; and

WHEREAS, prudence requires that precautionary measures be taken proactively due to the widespread nature of COVID-19 and its threat to public health, safety, and welfare as referenced in the Governor’s Declaration of Emergency, and that impacts from the same threaten public health and safety and the economic recovery of Florence; and

WHEREAS, the widespread nature of COVID-19 constitutes an immediate threat to life, public health, safety, and welfare, and to the economic recovery of Florence; and

WHEREAS, this local declaration of emergency will help ensure the economic recovery of Florence and mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable Florence residents, and it is reasonable and necessary to impose limited and temporary restrictions on certain uses in our community; and

WHEREAS, the immediate threat of COVID-19 is widespread across the State and precautionary measures are necessary to curtail the imminent impact on numerous homes and businesses in

Florence because it is a threat to the health, safety, and welfare of the general public in Florence; and

WHEREAS, *the above facts give credence to the conditions of extreme peril and public health emergency; and the declaration of a local emergency will enable the Town of Florence to provide emergency resources, request additional resources and receive mutual aid from other political sub-divisions and entities and, thereafter, to impose all necessary regulations to preserve the peace and order of the Town.*

NOW THEREFORE, IT IS HEREBY PROCLAIMED AND DECLARED as follows:

Section 1. *Pursuant to the Code of the Town of Florence, Arizona (“Town Code”), Section 33.01, and A.R.S. Section 26-311(A), a local emergency now exists throughout the Town of Florence, Arizona due to the COVID-19 outbreak which presents conditions in the Town that endanger life and justifies this proclamation.*

Section 2. *Pursuant to the Town Code, Section 33.15, the Town of Florence’s Emergency Response Plan is hereby reaffirmed, adopted and incorporated herein by reference as if set out in full.*

Section 3. *Pursuant to A.R.S. Section 26-308, the Florence Town Manager is hereby appointed as the Town of Florence Local Emergency Director (“Local Emergency Director”) of all local emergency management programs within the Town of Florence, including the programs enumerated in the Florence Emergency Response Plan.*

Section 4. *The Local Emergency Director may make, amend and rescind orders, rules and regulations necessary for emergency functions but such shall not be inconsistent with orders, rules and regulations promulgated by the Governor of Arizona or the Mayor of the Town of Florence.*

Section 5. *The Town Manager is ordered, directed, and authorized to implement any and all actions necessary to carry out the intent of this Proclamation.*

Section 6. *During the existence of said local emergency, the powers, functions, and duties of the emergency organization of this Town shall be those prescribed by State Law, by Ordinances, and Resolutions of Town of Florence.*

Section 7. *Citizens are urged to cooperate with this emergency declaration and, to every degree possible, abide by and cooperate with the safety announcements, advisories, and restrictions established the community’s public safety agencies and emergency services personnel.*

Section 8. *Town facilities will remain open for the time being but programs, events, and activities that are not essential will be suspended until further notice. Further details regarding suspended programs, events, and activities will be forthcoming. Closures of Town facilities may occur as needed in the future and the Town, acting through the Local Emergency Director and/or Mayor, will monitor those needs on an ongoing basis.*

Section 9. *This Proclamation shall remain in full force and effect until amended or terminated by order of the Mayor of the Town of Florence.*

PURSUANT TO A.R.S. §38-431.02, as amended, NOTICE IS HEREBY GIVEN to the general public that during the declared State of Emergency a possible quorum of the Florence Town Council may be in attendance during the periodic County Health Emergency Operations Center and incident debriefs, however, no formal discussion/action will be taken by members in their role as the Florence Town Council.

PROCLAIMED, DECLARED, AND ADOPTED BY THE MAYOR OF THE TOWN OF FLORENCE, ARIZONA THIS 18TH DAY OF MARCH 2020.

Mayor Walter stated that the Town is following the guidelines put forth by the CDC, President Trump, and Governor Ducey. The guidelines are recommendations and the Town is not making them enforceable. She stated that she has been in contact with local businesses and some have made the choice to close to the public, while others have made their services available telephonically. The Town is honoring the decisions of our business owners. Many restaurants will remain open but will only offer take out service and some may offer delivery as well.

Mayor Walter pointed out that the grocery shelves look bare; however, there is product available and we need to be patient while they stock the shelves. She asked that you please patronize our local businesses.

Mayor Walter stated that there are policies and protocols in place to ensure the safety of our employees and residents.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hughes asked everyone to be safe.

Vice-Mayor Anderson stated that it is important to help our local businesses.

Councilmember Wall thanked everyone who has helped prepare the Town during the pandemic and asked that we assist our local businesses.

ADJOURNMENT

On motion of Vice-Mayor Anderson, seconded by Councilmember Hughes, and carried (6-0) to adjourn the meeting at 4:24 pm.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

Town of Florence Council Meeting Minutes

March 18, 2020

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I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 18, 2020, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: April 20, 2020 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk and Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1736-20 Property Lease Policy		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No. 1736-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PROPERTY LEASE POLICY.

BACKGROUND/DISCUSSION:

The Property Lease Policy provides guidance for leasing properties owned by the Town of Florence. The Town owns the Silver King Marketplace and Brunenkant Building that are currently leased to commercial tenants. The Town Council discussed the proposed changes to the policy topic on November 4, 2019 and March 16, 2020. Since that time staff has amended the policy, lease, and issued the RFP. The RFP deadline is April 27, 2020.

Actions since the March 16, 2020 meeting.

1. Policy changed to a modified triple net lease and definition added.

2. The Town Council advised staff to use a combined rate to equal \$0.51. The Town will deduct the GPLET rate from the amount the Town receives. Tenant would pay GPLET to Pinal County. The motion approving the lease contains a finding that the lease is for a valuable public purpose or use and it states such public purpose or use. The adopting Resolution has been modified to include a statement of findings.

3. Tenants will maintain standard business hours as written in the approved lease with the Town. Tenant must be open for business a minimum of 35 hours a week. Tenants are required to provide advance notice if their space will not be open during standard business hours.
4. Summer Rates: A 10 percent incentive rate reduction on the base lease rate (does not include utilities or GPLET) will be provided to Tenants maintaining Standard Business Hours during summer months (June, July and August).

A VOTE OF NO WOULD MEAN:

The existing Property Lease Policy will remain in effect.

A VOTE OF YES WOULD MEAN:

The Property Lease Policy will be amended as specified in the attached policy.

FINANCIAL IMPACT:

Not applicable

ATTACHMENTS:

Resolution No. 1736-20
Property Lease Policy
RFP
Map
Memorandum

RESOLUTION NO 1736-20

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PROPERTY LEASE POLICY.

WHEREAS, it has been brought to the attention of the Mayor and Council that the current Town of Florence Property Lease Policy is in need of revision; and

WHEREAS, Section 14-33 of the Code of the Town of Florence and other applicable laws require that the Council take formal action by Resolution to declare the relevant document to be public record, and to approve and adopt such amendments;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council, that the Town of Florence hereby adopts the recommended amendments to the Town of Florence Property Lease Policy effective April 20, 2020.

BE IT FURTHER RESOLVED THAT, the Council finds that leasing the Town facilities provides a valuable public purpose to the citizens of Florence and the economic viability of the Town itself. As such Council believes a combined rate of rent and GPLET shall equal fair market value.

PASSED AND ADOPTED by the Town Council this 20th day of April 2020.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Town of Florence



POLICY TITLE: PROPERTY LEASE POLICY	EFFECTIVE DATE:
RESPONSIBLE DEPARTMENT: Administration	AP / RESOLUTION NO.: Resolution No. 1736-20
APPROVAL: <input type="checkbox"/> TOWN MANAGER SIGNATURE: _____ <input checked="" type="checkbox"/> TOWN COUNCIL DATE APPROVED: _____	REFERENCES:

Section I. Purpose

Provide guidance and outline procedures for all lease activities on properties owned by the Town of Florence.

Section II. Scope

The policy applies to properties owned by the Town of Florence that are not required for current municipal use.

Section III. Responsibilities

- A. The Town Council is responsible for approving the use for the Leased Premises.
- B. The Town Manager, or designee, is responsible for all lease negotiation activities, lease agreement management, and lease policy administration.
- C. The Town Finance Department is responsible for the billing and collection of all rents, utilities, and late payments.
- D. The Town Attorney is responsible for notifying Tenant of defaults and managing the eviction process.
- E. Tenant is required to sign a statement that they have read and understand this policy, terms of the lease, and State Statutes associated with this policy. Tenant is responsible for paying all invoices and taxes on time.
- F. The Pinal County Treasurer receives all payments for the Government Property Lease Excise Tax.

Section IV. Policies

A. General

- I. The Town of Florence will lease property when it is in the best interest of the Town to do so. The Town will seek to maximize the value of its assets and lease property for the highest and best use.
- II. The Town will implement its leasing program in accordance with all local, state and federal legal requirements and in a fair and nondiscriminatory manner. Opportunities for leases on Town-owned properties will be made available to the public through the request for proposal process described herein.
- III. The Town will lease property to a Tenant for a specific purpose or use. Leasing for the purpose of speculation, subleasing, or assignment of leases is not allowed.
- IV. All properties, identified as available for lease by the Town of Florence, shall be subject to the lease policies and procedures contained herein. These lease policies shall be incorporated by reference into all leases.
- V. The Town will lease property as allowed by A.R.S §36-1474 and A.R.S. §42-6201.

B. Acceptable and Unacceptable Uses

- I. All uses and activities on properties made available for lease are subject to the Town General Plan, 2009 Redevelopment Plan update (as amended), development code and other applicable local, state, and federal laws and regulations.
- II. The Town Council may restrict specific Town properties to certain uses or classes of use. Such properties will be available for leasing only for such uses.
- III. Retail and restaurant uses will be given preference in ground floor spaces on Main Street.
- IV. Residential dwellings or clubs are not acceptable uses.
- V. Tenant may hold special events in as much as these events are within the confines of their regular business and are meant to increase foot traffic to the Tenant's business.
- VI. Tenant shall not sublet or assign the lease without the Town's prior written consent.

VII. Tenant shall not operate business within the common areas.

VIII. Tenants shall not store items in common areas.

Section V. Procedures

A. Requests for Proposal Procedures and Evaluation Process

Pursuant to Arizona State Statutes, the Town is required to issue a public notice to bid for at least 30 days prior to leasing Town-owned properties in the redevelopment area. Exhibit A contains the State Statutes related to redevelopment areas or projects.

- I. A submitted proposal shall include:
 - a. Applicant contact information.
 - b. A statement of purpose for use of the building space / Leased Premises.
 - c. Any and all requested Tenant improvements.
 - d. Sketch of building layout for proposed use.
 - e. Business references.
 - f. Information and release for credit check.
 - g. Timeline for business opening to the public.
 - h. Comprehensive business plan that includes a detailed budget and financing.
 - i. Assurance that the Tenant maintains adequate insurance coverage to satisfy the lease terms.
 - j. Any other information that will establish highest and best use.
- II. All proposals shall be evaluated by Town staff prior to being considered by the Florence Town Council.
- III. The criteria for evaluating proposals shall include, but is not limited to the following:
 - a. Highest and best use.
 - b. Compatibility with neighboring uses and consistency with applicable land use regulations including the General Plan.

- c. Comprehensive business plan.
 - d. Experience of the applicant in the proposed business or venture.
 - e. Financial capability or backing of the applicant including credit history, prior lease history, and assets that will be used to support the proposed business.
 - f. Number of employees.
 - g. Other financial impacts such as potential tax revenues, stimulation of related or spin-off economic development.
 - h. Other long term social and economic development benefits.
- IV. Proposals deemed to have the highest and best use will be presented to Town Council for consideration. If the use is approved, Council will authorize the Town Manager to negotiate and enter into a Lease Agreement.
- V. Town Manager and Tenant will sign and execute agreement that shall remain on file with the Town Clerk.

VI. Protest Procedure

- a. Bid protests shall be submitted in writing to: Town Manager, Florence Town Hall, 775 N. Main Street, P.O. Box 2670, Florence, Arizona 85132, phone (520)868-7500 or (520)868-7502 (TDD Relay) within 72 hours of notification of award. Protests must contain at a minimum, the name, address, and telephone number of the protestor; the signature of the protestor or its representative and evidence of the authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 5 business days of receipt, and after consultation with legal counsel, the Town Manager will respond to the protest. The Town Manager's decision shall be final.

B. Lease Rental Rates, Taxes, and Payments

I. General Lease Rental Rates

- a. Properties shall be rented on a modified triple net lease basis at fair market rent. A lease analysis will be performed under the direction of the Town Manager and may include an independent consultation of an Arizona licensed commercial real estate appraiser and/or real estate broker or agent.
- b. Leased rental rate increases will be tied to the Consumer Price Index.

- c. The Town may approve a lease of Town property for less than fair market rent only if the motion approving the lease contains a finding that the lease is for a valuable public purpose or use and it states such public purpose or use.
 - d. Summer Rates: A 10 percent incentive rate reduction on the base lease rate (does not include utilities or GPLET) will be provided to Tenants maintaining Standard Business Hours during summer months (June, July and August).
- II. A security deposit of no less than two months' rent is paid by the Tenant upon approval of the lease. The deposit may be increased or decreased depending on the type of business, length of lease and information in the business plan.
- III. Utilities
- a. The Town of Florence will maintain accounts for electric, water, and gas service, as applicable. Tenants will be invoiced for utility costs on a monthly basis for the Tenant's suite.
 - b. The Tenant bears the full costs of all cable, internet, and telephone service, if so elected, including deposits, setup, and cancellation fees.
- IV. Collection of payment
- a. Payment of rent and utilities are due on the first day of each month even if the first day of the month falls on a Saturday, Sunday or holiday. It is the sole responsibility of the Tenant to pay rent and utilities on the first day of each month. The Town will assess a \$100 late fee after the fifth day of the month. The Town will also assess returned check fees, pursuant to local laws and regulations.
 - b. For the Tenants' convenience, the Town allows for automatic electronic payments to be deducted from the Tenant's checking account.
- V. Government Property Lease Excise Tax (GPLET)
- a. GPLET will be assessed in accordance with A.R.S. § 42-6201 et seq. The Town will levy the excise tax on each prime Tenant for the use or occupancy of each government property improvement. Within thirty (30) days after entering into a lease, the Town will record a memorandum of lease in the Pinal County Recorder's office, submit a copy of the lease to the County Treasurer, post lease agreements on the Town website; and submit a current link to the list of lease agreements on the Town's website to the Arizona Department of Revenue. The enforcement of the tax is governed by Sections 545 and 590 of the Model City Tax Code.

- b. The Government Property Lease Excise Tax is due and payable to the Pinal County Treasurer annually on or before December 1. The tax is delinquent if not paid on or before that date. The Town calculates the excise tax for each prime Tenant, submits a return to the County Treasurer, and submits a copy of the return to the Tenant. If any part of the tax is not paid before it comes due, interest accrues on the unpaid amount at the rate and in the manner prescribed by A.R.S. §42-18053 until it is paid.

C. Tenant Improvements

- I. Tenant, at Tenant's expense, may remodel, redecorate, or make additions, improvements and replacements to all or any part of the Leased Premises from time to time as Tenant may deem desirable (the "Tenant Improvements"), provided Tenant obtains written consent of the Town prior to undertaking any such Tenant Improvements. Tenant Improvements will be made in a workmanlike manner, lien free, in accordance with all codes and utilizing good quality materials. Tenant may place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Town. Tenant shall have the right to remove the same at any time during the term of this Lease but not after ten (10) days after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to reasonably repair any such damage Town may repair the damage and deduct the costs thereof from Tenant's security deposit, with Tenant remaining liable for the excess, if any, over the security deposit. At the expiration of this Lease, at Town's direction, Tenant shall remove any such personal property from the Leased Premises at Tenant's sole cost and expense, repairing any damage to the Leased Premises occasioned thereby.
- II. Tenant may have prepared plans and specifications for the construction of Tenant Improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.
- III. Tenant shall negotiate, let, and supervise all contracts for the furnishing of services, labor, and materials for the construction of Tenant Improvements on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship

and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner and lien free, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Improvements a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

- IV. During the course of Tenant Improvements, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be upon the Tenant with the proceeds from insurance thereon payable to Town.
- V. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of Tenant Improvements to Leased Premises and for the payment of all costs associated therewith. Town shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of Town to pay for any improvements, alterations or repairs occasioned by Tenant.

D. Duration and Conclusion of Leases

- I. The lease term will be negotiated by the Town Manager or designee. Lease extensions will be for a minimum of one year.
- II. The Town and Tenant may elect to extend the initial term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election; provided that Tenant gives notice of its request to extend the initial term no later than sixty (60) days prior to the expiration of the initial term. If Tenant does not elect to extend the initial term, the lease shall terminate at the end of the term and the Tenant may only occupy the premises on a month-to-month basis. Such month-to-month tenancy may be terminated by the Town upon thirty (30) days' notice to Tenant. The Town's acceptance of rent payments after the expiration date shall not constitute a renewal of this Lease Agreement.
- III. Tenant Improvement at Conclusion of Lease
 - a. If authorized or required by the Town Facilities Maintenance Manager, improvements must be removed prior to the conclusion of the lease. The Town Facilities Maintenance Manager will determine and approve techniques for removal prior to commencement of activities.

- b. Tenant is responsible for the costs associated with removing improvements.
- i. If Tenant fails to remove Tenant improvements prior to the termination date of the lease, Tenant shall be responsible for the costs incurred by the Town in removing and disposing of the improvements.
 - ii. Unless a permanent improvement has been authorized by the Town or as otherwise provided in the lease, or agreed to in writing by the parties, the Tenant shall restore the property to the same condition it was in at the time the lease was executed by the Tenant.
 - iii. Any unpaid amount owed to the Town by the Tenant requires the Town to follow debt collection procedures. This may include Town staff making collection calls, referring the debt to a collection agency, or requesting the Town Attorney to initiate legal action on the lease agreement.

E. Insurance

- I. The Tenant must provide the Town of Florence with a copy of the insurance policy naming the Town, its agents, officers, officials and employees as additional insured. The Tenant must have coverage of a least \$1,000,000 of comprehensive public liability (i.e. bodily injury, broad form property damage, personal injury, and blanket contractual coverage) and \$1,000,000 per each occurrence. If the Tenant's operations require the use of open flame, Tenant will also provide insurance coverage for fire and casualty on the leased premises in an amount sufficient to provide replacement cost of the leased premises. The Town Manager or designee may raise the required amount at his/her discretion depending upon trends in the insurance industry, value of the building, risk to other lessees, and the Tenant's business.

II. Property Insurance

- a. Town shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief, and special extended perils.
- b. Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased Premises. Tenant agrees that Town shall not be liable for injury to Tenant's business or any loss of income there from, or for loss or damage to goods, wares, merchandise, or other property in or on the Leased Premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises;

nor shall Town be liable for injury to the person of Tenant, Tenant's employees, invitees, agents, or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

- III. Certificates of Insurance showing the required insurance is in effect and identifying the Town of Florence as an additional insured shall be provided to the Town of Florence initially at the time a lease becomes effective and annually thereafter, and upon every change in insurance provider or insurance coverage.
- IV. All insurance policies must be in effect for the duration of the lease term or longer if stated in the lease, and the Town must be notified of any changes to policies.

F. Hazardous Materials

- I. The Tenant shall not allow hazardous materials to be used or stored on Town property, except as specifically permitted or necessary for the Tenant's lawful business use and only with prior approval of the Town.
- II. The Tenant's use of hazardous materials, if permitted, shall comply with all applicable local, state, and federal laws and regulations.
- III. The Tenant shall not pollute or contaminate the environment with discharges, leaks, or emissions of hazardous materials.
- IV. The Tenant shall be required to promptly notify the appropriate authorities and the Town of any discharge or spill and to clean up the impacted area at Tenant's own expense in compliance with applicable laws.
- V. Tenant shall be fully liable for all damages, costs and expenses related to a violation of the terms of the lease with respect to the use, storage, cleanup, remediation, or disposal of hazardous materials.

G. Signage

- I. All signage requested by the Tenant must be approved by the Historic District Advisory Commission and purchased by the Tenant.

- II. Any and all signage erected by the Tenant must conform to all applicable laws and ordinances outlined in Town Code Chapter 150, Part 3 (Sign Regulations).
- III. The Tenant must remove signs within 15 days after termination of the lease and repair all damage occasioned thereby to the Leased Premises at the Tenant's sole cost and expense.
- IV. Tenants are required to purchase signs from a pre-approved vendor for Town-owned buildings with standardized signs. Standardized signs have been previously approved by the Historic District Advisory Commission.

H. Performance Standards

- I. All properties leased by the Town are to be maintained in a proper, safe, clean, and orderly fashion taking into consideration its permitted use, surrounding properties, zoning, and other applicable laws and regulations.
 - a. Tenants will not occupy, store, or display any items in the lobbies or other public spaces.
 - b. Smoking is prohibited in Town-owned buildings and within 20 feet of exterior doorways.
 - c. Tenants may not place staples, nails, paint, fake snow, or other items that may cause damage to the ceilings, walls, floors, fixtures, or mechanical systems.
 - d. Any activity that causes physical damage to Town-owned properties is prohibited.
- II. The Town of Florence reserves the right to enter leased property and the structures thereon at all reasonable times. This includes regular annual inspections. Town staff will provide 24-hour notice to Tenant if entry into the leased property is required before or after regular business hours.
- III. All commercial structures shall at all times be in compliance with applicable building, fire, mechanical, electrical, and other regulations. Applicable building code and fire marshal inspections must be performed and certified to the Town upon completion of all renovations, remodels, and/or new construction.
- IV. Easements or rights-of-way on the leased parcel shall not be used in any way that interferes with the rights of the holders or any person(s) lawfully using the easement or right-of-way. Easements or rights-of-way outside of the leased parcel and/or immediately adjacent to it shall not be used for storage, parking, or any other unauthorized uses.

- V. Requests for maintenance in Town-owned properties will be submitted through the Town's Facility Maintenance System.
- VI. Pets and other animals are not permitted on the premises except that service animals are allowed in Town-owned buildings. A service animal means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability.
- VII. Tenants will maintain standard business hours as written in the approved lease with the Town. Tenant must be open for business a minimum of 35 hours a week. Tenants are required to provide advance notice if their space will not be open during standard business hours.
- VIII. Failure to comply with the performance standards listed in this section or any other provisions or stipulations contained in the lease are grounds for termination of the lease if the Tenant does not rectify the problem after reasonable notice by the Town.

Section VI. Definitions

Building Core: The building core includes portions of the building that are not rented but serve all Tenants indirectly. The building core includes public restrooms, ventilation shafts, electrical distribution, elevator shafts, and stairwells.

Fair Market Rent: Rental income that a public and private property would most likely command in the open market; indicated by the current rents paid for comparable space.

Government Lessor: A city, town, county or county stadium district.

Government Property Improvement: A building for which a certificate of occupancy has been issued, for which the title of record is held by a government lessor, that is situated on land for which the title of record is held by a government lessor or a political subdivision of this state and that is available for use for any commercial, residential rental or industrial purpose, including, but not limited to, office, retail, restaurant, service business, hotel, entertainment, recreational or parking uses.

Gross Building Space: The total floor area of a building measured from the exterior of the wall, but not including unenclosed areas.

Highest and Best Use: The basic four tests of highest and best use are as follows:

- Is the use physically possible?
- Is the use legally permitted?
- Would the use be financially feasible?
- Would the use be maximally productive?

In other words, and assuming that the first three are satisfied, rank prospects in order of value or rate of return. In the end, the proposed use with the highest internal rate of return and net present value is the maximally productive use. The bottom line is what

would be the highest net income for a proposed structure. Determining the most profitable requires review of a market analysis or a business plan/feasibility study.

Landlord Lien: Lien placed on a Tenant's property for the satisfaction of unpaid rent or property damage.

Load Factor: Load factor is a method of calculating total monthly rent costs to a Tenant that combines usable square feet and a percentage of square feet of common areas. Usable square feet + percentage of core area square feet = rentable square feet. The addition of a percent of the common area expenses to monthly rent is known as the "load factor." This item may be a factor used to calculate future rental rates.

Prime Tenant: Any person, partnership, corporation, company, limited liability company, joint venture or other organization or association that enters into a lease directly with a government lessor to develop or occupy for at least thirty (30) consecutive days a government property improvement, regardless of whether the improvement is actually used by the prime Tenant or by one or more subtenants.

Redevelopment Project: Any work or undertaking to sell, lease, or otherwise make available land in areas for residential, recreational, commercial, industrial, or other use or for public use or to retain land for public use, in accordance with a redevelopment plan. It includes the preparation of a redevelopment plan, the planning, surveying and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project.

Sublease: Rental agreement between a Tenant who already holds a lease to a commercial space or property and someone (the sublessee) who wants to use all or part of the Tenant's space. In a sublease, the Tenant assigns certain rights that they already hold, to the sublessee. Sublessees pay rent directly to the rightful Tenant (sublessor) to either share the space with the sublessor or take over the entire space from the sublessor. A sublessor cannot legally assign rights to a sublessee if the sublessor's lease agreement terms do not allow for subleasing.

Modified Triple Net Lease: Lease agreement on a property where the Tenant agrees to pay all real estate taxes, including GPLET, building insurance, and maintenance (the three "nets") on the property in addition to any normal fees that are expected under the agreement (rent, utilities, et al). This item may be a factor used to negotiate future rental rates.

Useable Square Feet: In commercial leasing, usable square feet simply means the square footage that is rented to be used exclusively by the Tenant. It may also be referred to as net square feet. Usable square feet includes private (Tenant-only) restrooms, closets, storage, and any other areas used only by the Tenant. Usable Square Feet also refers to square footage that can only be used by the Tenant and not leased to another. This item may be a factor used to negotiate rental rates.

Section VII. Supplemental Forms

Exhibit "A" Statutes
Exhibit "B" Standard Lease Agreement

Exhibit "A"

- A. The Town must follow A.R.S. §36-1471 et. seq. for Town-owned properties that are located within the Downtown Redevelopment Area. A redevelopment project as defined by A.R.S. §36-1471(17) is any work or undertaking to sell, lease or otherwise make available land in areas for residential, recreational, commercial, industrial or other use or for public use or to retain land for public use, in accordance with a redevelopment plan.
- B. A.R.S. §36-1474(C) allows a municipality to sell, lease, exchange, transfer, assign, subdivide, retain for its own use, mortgage, hypothecate or otherwise encumber or dispose of any real or personal property or any interest in the property in a redevelopment project.
- C. A.R.S. §36-1477 applies to Town-owned properties in the redevelopment area as follows:
 - I. A public official of a municipality, commissioner, or employee of a housing authority or slum clearance and redevelopment commission to which the powers of a municipality have been delegated pursuant to this article shall not voluntarily acquire any interest, direct or indirect, in a redevelopment project or in any property included or planned to be included in a redevelopment project of the municipality or in any contract or proposed contract in connection with a redevelopment project. If an acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the local governing body and the disclosure shall be entered upon the minutes of the governing body.
 - II. If any official, commissioner or employee presently owns or controls, or owned or controlled within the preceding two years, any interest, direct or indirect, in any property which the person knows is included or planned by the municipality to be included in a redevelopment project, the person shall immediately disclose this fact in writing to the local governing body, and this disclosure shall be entered upon the minutes of the governing body. The person shall not participate in any action by the municipality, housing authority or commission affecting the property. Any violation of this section shall constitute misconduct in office.
- D. A.R.S. §36-1480 applies to Town-owned properties in the redevelopment area as follows:
 - I. The sale, lease, exchange or other transfer, and any related agreement may be made only after, or subject to, the approval of the redevelopment plan by the local governing body. Real property shall be sold, leased or transferred at its fair value for uses in accordance with the redevelopment

plan even though the fair value may be less than the cost of acquiring and preparing the property for redevelopment.

- II. A municipality shall take into account and give consideration to the uses and purposes required by the plan, the restrictions upon, and the covenants, conditions and obligations assumed by the redeveloper of the property, the objectives of the redevelopment plan for the prevention of the recurrence of slum or blighted areas, and other matters the municipality specifies as being appropriate.
- III. Sale, lease, exchange, or other transfer of real property or any interest of the property shall not be made until after public advertising for bids has been made for at least thirty (30) days in a newspaper of general circulation within the municipality and the posting of notices in three or more public places within the municipality.

SILVER KING MARKET PLACE LEASE AGREEMENT

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

_____, an Arizona limited liability company

DATE: As of _____, 2019

SILVER KING MARKET PLACE LEASE AGREEMENT

This Silver King Market Place Lease Agreement (this "Lease") is made and entered into as of the ___ day of _____, 2020 by Town of Florence, an Arizona municipal corporation, hereinafter called "Town", and _____, an Arizona limited liability company, hereinafter called "Tenant".

1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of Tenant as hereinafter set forth, the Town does hereby lease **728 square feet** to Tenant of the premises located at **440 N. Main Street, Suite 201**, Florence, Arizona, also known as the Silver King Market Place, and hereinafter referred to as the "Premises", or, the "Leased Premises". The Leased Premises are also described as Suite 201, which is located at the south end of the building in which the Premises are located (the "Building") on the second floor.

2. TERM

The Lease term shall begin on the **1st day of _____, 2020** and end on the **__st day of _____, 2021** (the "Initial Term"). The Town shall use commercially reasonable efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Town is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Town for any such delay.

3. EXTENSIONS

The parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election; provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on the **31st day of _____, 2021** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Town upon thirty (30) days notice to Tenant. Town's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

4. RENTS

Rent shall be paid at the rate of _____ **dollars (\$XXX.00)** per month for the duration of this Lease. In addition to the rent, Tenant is responsible for any commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Initial Term, together with such taxes. Payment of rent shall be

made to the Town at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from Town. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis. If rent is not received by the close of the fifth business day then a late fee of \$100.00 will be added to Tenant's account and past-due rent shall bear interest at the rate of ten per cent (10%) per annum from the date due (i.e., the first day of each month) until paid.

5. GOVERNMENT PROPERTY LEASE EXCISE TAX

Tenant shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. The Government Property Lease Excise Tax is payable to Pinal County by December 1 each year. Pursuant to A.R.S. § 42-6206, failure by Tenant to pay any such tax after notice and an opportunity to cure is an event of default that could result in divesting the Tenant of any interest in or right of occupancy of the Leased Premises.

6. SECURITY DEPOSIT

Tenant has deposited with Town the sum of _____ **dollars (\$XXX.00)** as security for the full and faithful performance by Tenant of all the terms of this Lease required to be performed by Tenant. Such sum shall be returned to Tenant after the expiration of this Lease; provided Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may properly request the return of the Security Deposit, Town shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the Building of which the Leased Premises are a part, Town shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and Town shall be released from all liability for the return of such security to Tenant.

7. PURPOSE

- A. Tenant shall use the Leased Premises for the purpose of conducting the business of a _____ and for no other purpose without Town's express prior written consent. This use must also be and remain consistent with Exhibit "A". In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence. As a further condition of this Lease, Tenant must also maintain regular business hours and be open for at least thirty-five (35) hours per week with exception of holidays.
- B. If Tenant fails to meet any of these requirements, then Town may terminate this Lease after providing Tenant no less than thirty (30) days written notice of Town's intent to terminate this Lease. If Tenant does not satisfy the above conditions or

otherwise cure the deficiencies indicated in the notice within thirty (30) days, Town may terminate this Lease as provided in Section 18 below.

The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises, or in violation of any federal, state or local laws or regulations.

8. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the zoning code of the Town of Florence and the Town's Property Lease Policy which is incorporated by reference fully herein, both as promulgated by Town from time to time.

The tenant shall not allow hazardous materials to be used or stored on Town property, except as specifically permitted or necessary for the tenant's lawful use and approved of the property.

9. SUBLEASE AND ASSIGNMENT

- A. Tenant shall not sublet or assign this Lease without Town's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets Tenant must receive either written consent from Town (not to be unreasonably withheld) or enter into a new lease agreement reasonably satisfactory to both parties.
- B. Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises or assign this Lease in whole or in part without the Town's written consent.

10. REPAIRS

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems or the roof [(so long as damage thereto is not caused, in whole or in part, by the acts or omissions of Tenant, its invitees or those under Tenant's direction and control) subject to the obligations of the parties as may otherwise be set forth in this Lease.]

11. TENANT IMPROVEMENTS

- A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, or make additions, improvements and replacements to all or any part of the Leased Premises from time to time as Tenant may deem desirable (the "Tenant Improvements"); provided the same are made in a workmanlike manner, lien free, in accordance with all codes and utilizing good quality materials. Tenant must obtain the written consent of the Town prior to undertaking any such Tenant Improvements. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant, thereafter, shall remain Tenant's property free and clear of any claim by Town. Tenant shall have the right to remove the same at any time during the term of this Lease but not after ten (10) days after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense.

If Tenant fails to repair any such damage the Town may repair the damage and deduct the costs thereof from Tenant's security deposit, with Tenant remaining liable for the excess, if any, over the security deposit. At the expiration of this Lease, at Town's direction, Tenant shall remove any such personal property from the Leased Premises at Tenant's sole cost and expense, repairing any damage to the Leased Premises occasioned thereby.

- B. Tenant may have prepared plans and specifications for the construction of Tenant Improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.
- C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of Tenant Improvements on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner and lien free, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Improvements a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

- D. During the course of Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to the Town.
- E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of Tenant Improvements to Leased Premises and for the payment of all costs associated therewith. Town shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of Town to pay for any improvements, alterations or repairs occasioned by Tenant.

12. UTILITIES

The Town shall pay the amount due for charges for water, sewer, gas, and electricity and separately invoice Tenant for Tenant's share of the charges as determined by Town in its reasonable judgment utilizing any reasonable method of apportionment. Tenant shall pay the utilities invoice upon the due date for the monthly payment of this Lease or the first of the month, whichever comes first. If the utilities payment is not received by the due date, then a late fee of \$25.00 will be added to Tenant's account and the past-due amount shall bear interest at the rate of ten per cent (10%) per annum from the date due until paid. Tenant shall be responsible for all of its own telecommunications/cable/Internet charges.

Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy, or which may, in Town's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

13. SIGNAGE

- A. Exterior Signs. Tenant may purchase and the Town will install one exterior sign located on the east side of the Building. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises, all at Tenant's sole cost and expense.
- B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and

install its usual and customary signs and fixtures in the interior of the Leased Premises.

14. ENTRY

Town shall have the right to enter upon the Leased Premises at reasonable hours (absent emergency [during which Town may enter to inspect/endeavor to abate emergency]) to inspect the same, provided Town shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

15. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Town, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Town. Town reserves the right to designate parking areas within the Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees or for others within or utilizing the Building.

16. MECHANIC'S AND OTHER LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material supplier's or laborer's lien against the Leased Premises, or on Tenant's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premises, the Building or the Silver King Market Place as a whole.

17. INSURANCE AND INDEMNIFICATION

A. INDEMNIFICATION

- i. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Town (i.e., the Town of Florence), its agents, officers, officials (whether elected or not), attorneys and employees (collectively, the "Indemnified Parties") from, of and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees [whether or not suit is brought], court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of Tenant, its agents, employees, contractors, subcontractors or business invitees in the performance of this Agreement, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Town.
- ii. Tenant's duty to defend, hold harmless and indemnify the Indemnified Parties and each of them shall arise in connection with any claims, damages, losses

or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee or business invitee of Tenant or any other person for whose acts, errors, mistakes, omissions, work or services Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Town.

- iii. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph 17A.

B. INSURANCE REQUIREMENTS

- i. Tenant, at Tenant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to Town.
- ii. All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of Town, constitute a material breach of this Lease.
- iii. Tenant's insurance shall be primary insurance, and any insurance or self-insurance maintained by Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect Town.
- iv. The insurance policies required by this Agreement shall name Town and any other Indemnified Parties designated by Town as Additional Insured(s).
- v. Town reserves the right to amend the requirements herein at any time during the Lease subject to at least 30 days written notice. Coverage provided by the Tenant shall not be limited to the liability assumed under the Indemnification provision of this Lease. To the extent permitted by law, Tenant waives all rights of subrogation or similar rights against Town. Town reserves the right to require complete copies of all insurance policies required by this Lease at any time. Failure to maintain the insurance policies required by this Lease, or to provide evidence of renewal, is a material breach of contract.

C. REQUIRED COVERAGES

- i. General Liability/Contractual Indemnity

- a. Tenant shall, at Tenant's expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, U.
 - b. Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.
 - c. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185 (October 2001 version).
- ii. Property Insurance
- a. Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.
 - b. Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased Premises. Tenant agrees that Town shall not be liable for injury to Tenant's business or any loss of income there from, or for loss or damage to goods, wares, merchandise or other property in or on the Leased Premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Town be liable for injury to the person of Tenant, Tenant's employees, invitees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.
- iii. Certificates of Insurance

- a. Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish Town with proof of payment acceptable to Town of any required coverages hereunder, together with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.
- b. In the event any insurance policy(ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.
- c. If a policy does expire during any term of this Lease, a renewal certificate must be sent to Town fifteen (15) days prior to the expiration date.

18. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- i. The vacating or abandonment of the Leased Premises by Tenant;
- ii. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;
- iii. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (ii) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Town to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion, such additional time to complete not to exceed thirty (30) additional days.
- iv. The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) calendar days; or, the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located

at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days; or

- v. The filing or recordation of a lien against the Leased Premises, the Building or the Silver King Market Place as a whole due to any action or inaction of Tenant.

B. REMEDIES

- i. In the event of any such default or breach by Tenant, Town may at any time thereafter, with or without notice or demand and without limiting Town in the exercise of any right or remedy which Town may have by reason of such default or breach:
- ii. Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Leased Premises to Town. In such event Town shall be entitled to recover from Tenant all damages incurred by Town by reason of Tenant's default, including but not limited to, the cost or recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be reasonably avoided. In the event Tenant shall have abandoned the Premises, Town shall have the option of 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph; or 2) proceeding under subsection (iii) immediately below.
- iii. Maintain Tenant's right to possession, in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Town shall be entitled to enforce all of Town's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
- iv. Pursue any other remedy now or hereafter available to Town under the laws or judicial decisions of the State of Arizona, including the right to declare a Town's lien on Tenant's personal property located on the Leased Premises. Where a Town's lien is declared by Town, Town may, without notice or demand to Tenant, terminate Tenant's right to possession of the premises until Town has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Town declare a Town's lien on the Leased Premises pursuant to this paragraph, this Lease shall not be considered terminated, and Town shall have a right to recover rent as it becomes due.

C. DEFAULT BY TOWN

Town shall not be in default unless Town fails to perform obligations required of Town within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Town and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Town has failed to perform such obligations; provided however, that if the nature of Town's obligation is such that more than fifteen (15) days are required for performance, then Town shall not be in default if Town commences performance within such thirty day period and thereafter diligently prosecutes the same to completion. If Town does not perform, the holder of any first mortgage may perform in Town's place and Tenant must accept such performance.

D. HOLDOVER BY TENANT

If Tenant shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants, and conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Town upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Town to take such action in law or equity as Town may have under the provisions of this Lease or otherwise.

E. BANKRUPTCY OF TENANT

If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Tenant's assets or of this leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Town may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

19. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Town to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Town shall promptly repair such damage at the cost of Town. In making the repairs called for in this paragraph, Town shall not be liable for any delays resulting from state of emergency declarations government orders, pandemic, strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Town. Tenant shall be relieved from paying

rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Town to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

20. TITLE

- A. Subordination. Tenant shall, upon the request of Town in writing, subordinate this Lease to the lien of any present or future institutional mortgage/deed of trust upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage; provided, however, that as a condition to such subordination, the holder of any such encumbrance shall enter first into a written agreement with Tenant reasonably satisfactory to such encumbrancer in form suitable for recording to the effect that:
- i. In the event of foreclosure or other action taken under the encumbrance by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and
 - ii. Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the encumbrancer or any person claiming under the encumbrancer shall succeed to the interest of Town in this lease, Tenant will attorn to and recognize said encumbrancer or person as its Landlord under the terms of this Lease; provided that said encumbrancer or person for the period during which said encumbrancer or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Town hereunder, but shall not be liable for prior defaults of Town hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.
- B. Quiet Enjoyment. Town covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in

accordance with the terms of this Lease without hindrance or molestation from Town or any persons lawfully claiming through Town.

21. ATTORNEYS' FEES

In the event of any legal action between Town and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorneys' fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

22. NOTICES

Any notice required to be given by or to either Town or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

For Town:

Town of Florence
Town Manager
P.O. Box 2670
775 North Main Street
Florence, AZ 85132

For Tenant:

23. WAIVER

A waiver of any breach of this Lease, or of any of the terms or conditions by either party hereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

24. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Lease is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of Town is, at any time while this Lease or any extension of this Lease is in effect, an employee or agent of Tenant in any capacity or a consultant to Tenant with respect to the subject matter of this Lease.

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

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

TOWN:

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

DRAFT

TENANT:

_____, an Arizona limited liability company

By: _____

Its: _____

Date: _____

STATE OF ARIZONA)
) ss.
County of Pinal)

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, a married woman on her own behalf and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained on behalf of the said company.

(Seal and Expiration Date)

Notary Public

My Commission Expires:

EXHIBIT A

Business Description

DRAFT

EXHIBIT B

[PLACE HOLDER FOR ALL PERMANENT TENANT IMPROVEMENTS]

DRAFT

Public Notice
Town of Florence
REQUEST FOR PROPOSAL
for

SILVER KING MARKETPLACE LEASE, 440 NORTH MAIN STREET, SUITE 201

SILVER KING MARKETPLACE LEASE, 440 NORTH MAIN STREET, SUITE 202

The Town of Florence hereby solicits SEALED proposals from qualified entities for a lease at the Silver King Marketplace, 440 North Main Street, Suite 201 and Silver King Marketplace, 440 North Main Street, Suite 202.

To secure a complete copy of the Request for Proposal (RFP), email Jennifer Evans, Management Analyst, at jennifer.evans@florenceaz.gov. Complete and SEALED proposals should be submitted to the Town Clerk at 775 North Main Street, Florence, Arizona 85132. Persons with disabilities may request a reasonable accommodation by contacting the 504/ADA Coordinator for the Town of Florence at (520)868-7574 or (520)868-7502 (TDD). Please make all requests as early as possible to allow time to arrange the accommodation.

The Town of Florence must receive the SEALED proposals no later than 2:00 P.M. MST on Monday, April 27, 2020.

No faxed or emailed proposals will be accepted. Failure of the proposer to complete the entire proposal documents or requirements may result in rejection of the proposal.

All bids should be identified as "RFP-Silver King Marketplace Lease, 440 North Main Street, Suite 201" or "RFP-Silver King Marketplace Lease, 440 North Main Street, Suite 202".

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

Belya's Real Estate, L.L.C.
150 N. Main Street, P.O. Box 1188
Florence, AZ 85132
520-868-3520

March 9, 2020

Town of Florence

E-mail: Lisa.Garcia@florenceaz.gov

Re: Downtown Commercial Market Rent Value

To Whom It May Concern:

As requested, I have reviewed the market value of Downtown Main Street Rentals. As I am not an appraiser, I am only able to give a comparable market analysis based on my opinion.

I have reviewed current Downtown rental properties. The average rental is \$0.51 per square feet. Tenant's are responsible for their own utilities.

Should you require further information or have any questions, please feel free to contact me.

Cordially,

A handwritten signature in black ink, appearing to read "Cindy L. Sills". The signature is fluid and cursive, with the first name "Cindy" being the most prominent.

Cindy L. Sills, Broker
Cell# 520-560-5899