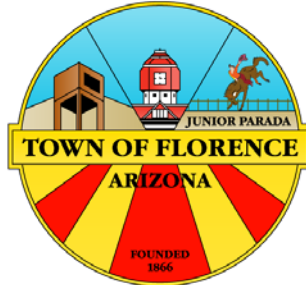


TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall
Councilmember Kristen Larsen



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, APRIL 17, 2017

5:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, April 17, 2017, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __,
Wall ____, Larsen ____.

3. WORK SESSION

- a. Review of the 2017-2018 Fiscal Year Budget. (Joe Jarvis)

4. MOMENT OF SILENCE

5. PLEDGE OF ALLEGIANCE

6. 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.

7. PRESENTATIONS

- a. **Presentation by John** Lewis, President and CEO of East Valley Partnership.
- b. Presentation and discussion on the Town's draft 2017-2022 Strategic Plan. (Mark Eckhoff)

- c. **Presentation on the** implementation of the newly developed web-based Historic Property GIS Mapping Tool, which was created for the use and benefit of internal and external customers. (Jamie White, GIS Coordinator)
- d. **Proclamation declaring** the Town of Florence, Arizona, as a Purple Heart City. (Lisa Garcia)
- e. Presentation on the 2017-2018 Budget Process (Joe Jarvis)

8. 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. **Proclamation declaring** April 28, 2017 as Arbor Day in the Town of Florence, Arizona, and recognition of the Town of Florence as a Tree City USA community for the 11th consecutive year. (Bryan Hughes)
- b. **Proclaim April 21, 2017** as PowerTalk 21® Day in the Town of Florence, Arizona. (Lisa Garcia)
- c. **Resolution No. 1616-17:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN MANAGER TO SUBMIT AN APPLICATION FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION 5310 VAN GRANT PROGRAM WHICH PROVIDES VEHICLES TO SERVICE THE ELDERLY AND PERSONS WITH DISABILITIES IN THE COMMUNITY. (Jennifer Evans)
- d. **Approval of accepting** the register of demands ending February 28, 2017, in the amount of \$2,296,724.13. (Joe Jarvis)
- e. Approval of the **March 6, March 20,** and **March 27, 2017** Town Council meeting minutes.
- f. Receive and file the following board and commission minutes:
 - i. **February 22, 2017** Historic District Advisory Commission minutes.

9. UNFINISHED BUSINESS

- a. **Ordinance No. 653-17:** Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, GENERAL PROVISIONS SECTION, EFFECTIVE MAY 17, 2017. (Lisa Garcia)
- b. **Ordinance No. 654-17:** Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, RULES OF ORDER AND PROCEDURE SECTION 30.21, REGULAR MEETINGS, EFFECTIVE MAY 17, 2017. (Lisa Garcia)
- c. **Resolution No. 1621-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE MAY 17, 2017. (Lisa Garcia)

10. NEW BUSINESS

- a. **Resolution No. 1622-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO ACCEPT AN INDUSTRIAL EASEMENT FROM FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE. (Mark Eckhoff)
- b. **Resolution No. 1623-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE. (Mark Eckhoff)

11. LEGISLATIVE REPORT

12. TOWN MANAGER'S REPORT

13. CALL TO THE PUBLIC

14. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

15. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Possible negotiations with government agencies and private entities involving the purchase, sale or lease of the Town's real property, and contracts and/or settlement discussions related to such real property, including the Silver King Complex property and Brunenkant facility property.
- b. Complaint filed by William Vockel.
- c. Possible contract negotiations related to the proposed "Attaway Crossing Project".
- d. Possible contract negotiations related to the proposed entertainment venue/ economic development project.
- e. Possible contract negotiations related to the proposed workforce development/economic development project.
- f. Circle K Stores Development Agreement Update.

16. ADJOURN FROM EXECUTIVE SESSION

17. ADJOURNMENT

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

POSTED ON APRIL 13, 2017 BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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



TOWN OF FLORENCE / APRIL 17, 2017

PURPOSE

The East Valley Partnership is a regional coalition of community, business, education and government leaders whose goal is to:

- ▶ provide leadership and advocacy on critical regional issues
- ▶ support economic development
- ▶ improve the quality of life

in the PHX East Valley geographic area.

EAST VALLEY VISION

► Collaborative Communities



Mesa Mayor
John Giles

"We're all one connected sub-metropolis. We have joined to **recognize that we have a great story as a region.**"



Chandler Mayor
Jay Tibshraeny

"We have a region that is really dynamic. We're talking about **collaborating, not competing.**"



Tempe Mayor
Mark Mitchell

"If ASU is successful, Tempe is successful. If Chandler, Mesa, and Phoenix are successful, Tempe is successful. **Let's roll up our sleeves for the future of our community.**"



Queen Creek Mayor
Gail Barney

"Our adjacent cities and towns are key partners in advancing our collective interests to **promote this community and region** for existing and future generations."



Apache Junction
Mayor Jeff Serdy

"We are a strong East Valley Partnership. **All of our economic futures will be brighter as we join together.**"



Gilbert Mayor
Jenn Daniels

"Our approach of **'What We Do, We Do Together'** provides a powerful competitive advantage as a region and strengthens each community individually."

TOWN OF FLORENCE VISION



Tara Walter
Mayor



Vallarie Woolridge
Vice-Mayor



William Hawkins
Councilmember



Rebecca Guilin
Councilmember



John Anderson
Councilmember

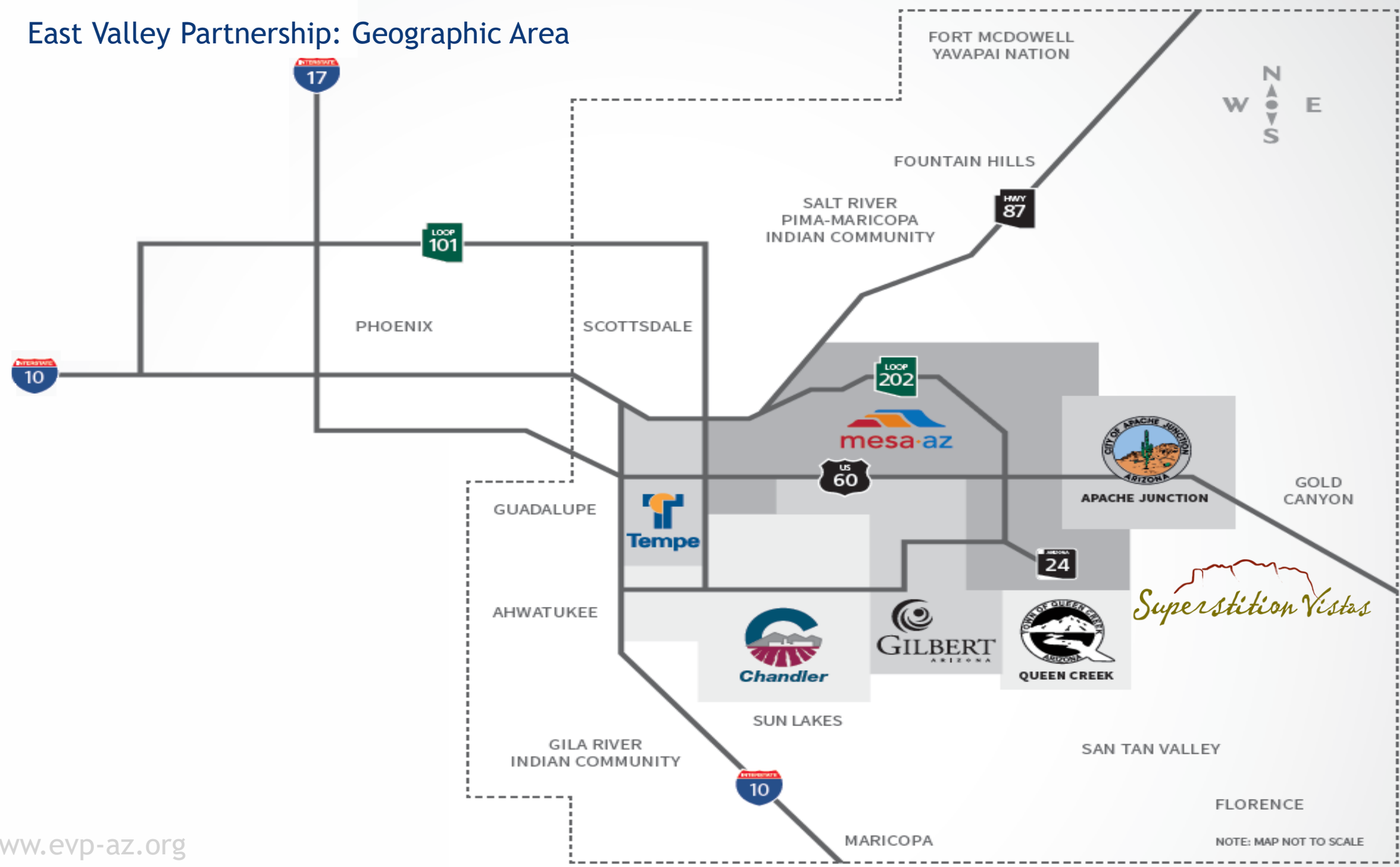


Karen Wall
Councilmember

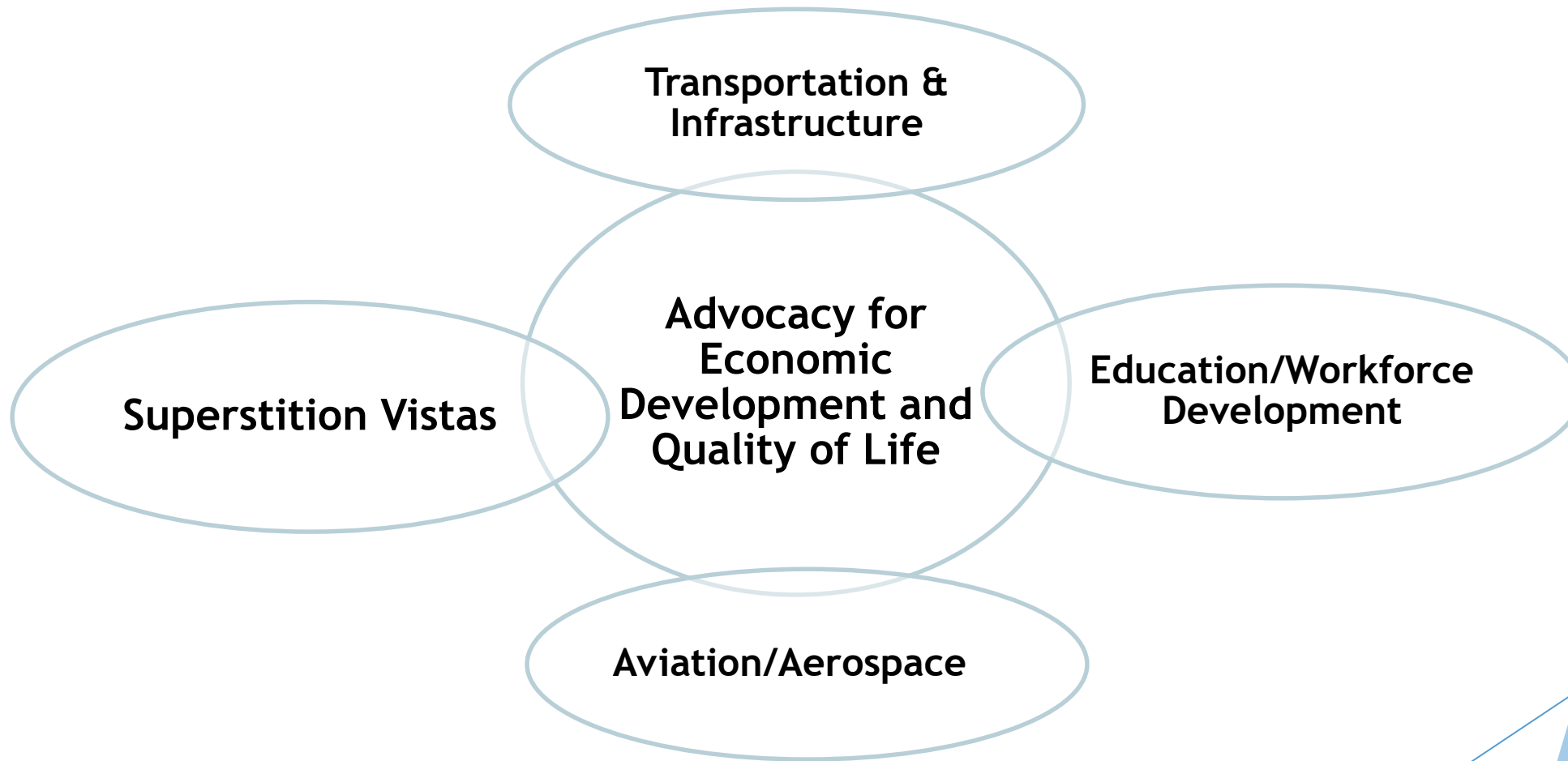


Kristen Larsen
Councilmember

East Valley Partnership: Geographic Area



KEY FOCUS AREAS



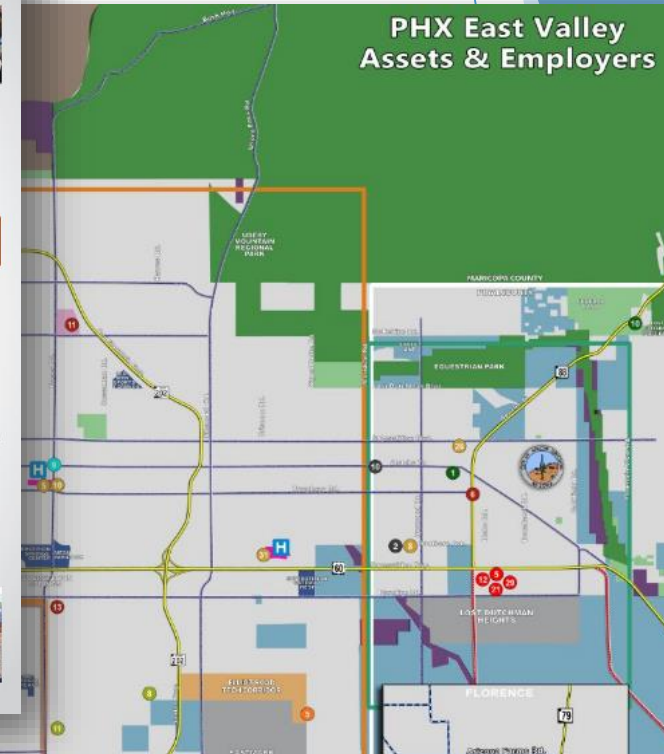
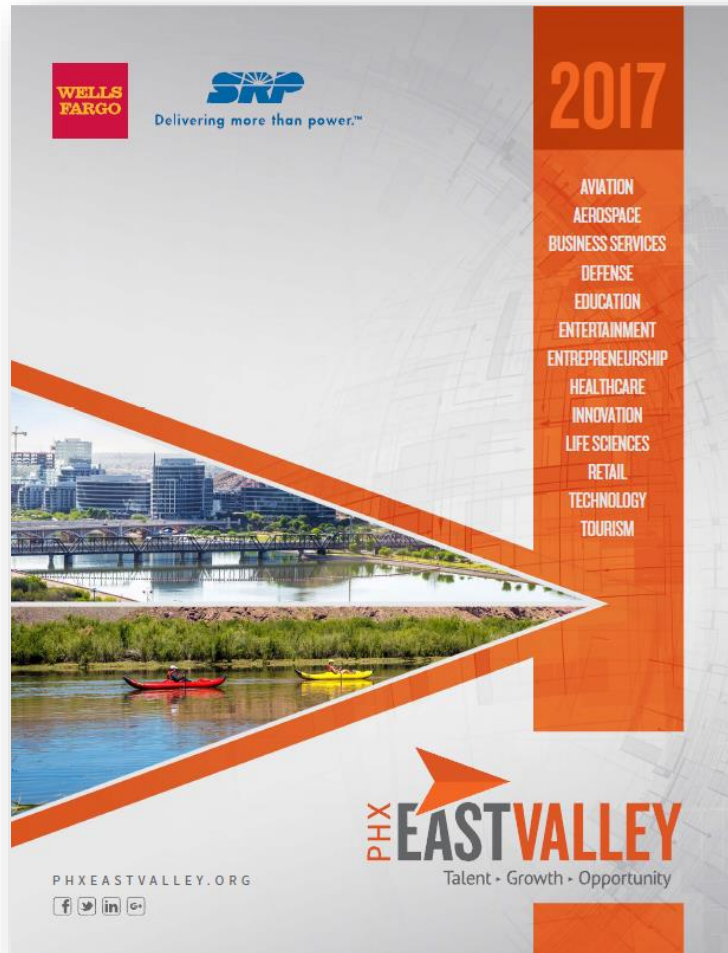
PARTICIPATION

- ▶ Serve On Our Board of Directors
- ▶ Networking & “Connection” Opportunities
- ▶ Join a Committee
 - ▶ Advocacy & Government Relations
 - ▶ Aviation & Aerospace
 - ▶ Economic Development
 - ▶ Education / Business
 - ▶ Transportation
- ▶ Attend Our Major Events
 - ▶ EVP events address and educate about important issues being faced by the region

ACCOMPLISHMENTS

- ▶ Kids Voting Arizona
- ▶ East Valley Silent Witness Program
- ▶ East Valley Think Tank
- ▶ Advocacy on Freeways/Transportation
(Proposition 300 -1985 / Proposition 400 -2005)
- ▶ Superstition Vistas, a Fifty Year Vision
- ▶ Williams Gateway Area ULI Report
- ▶ PHX East Valley Economic Development Initiative

2017 ECONOMIC PROFILE



EAST VALLEY VISION

► Current Population and Expected Growth

	2010	2015	2020
PHX EAST VALLEY	1,107,537	1,201,440	1,359,259
PHOENIX METRO	4,192,887	4,476,399	4,643,369
ARIZONA	6,392,017	6,626,624	7,485,117

■ SOURCE: SRP, AZ State Demographer's Office, Maricopa Association of Governments



\$62,533

MEDIAN HOUSEHOLD INCOME
USA \$52,250

Source: MAG, Information Services Division & Census ACS



34.98

MEDIAN AGE
Source U.S. Census Bureau

EAST VALLEY VISION

► Current Number of Jobs and Expected Job Growth



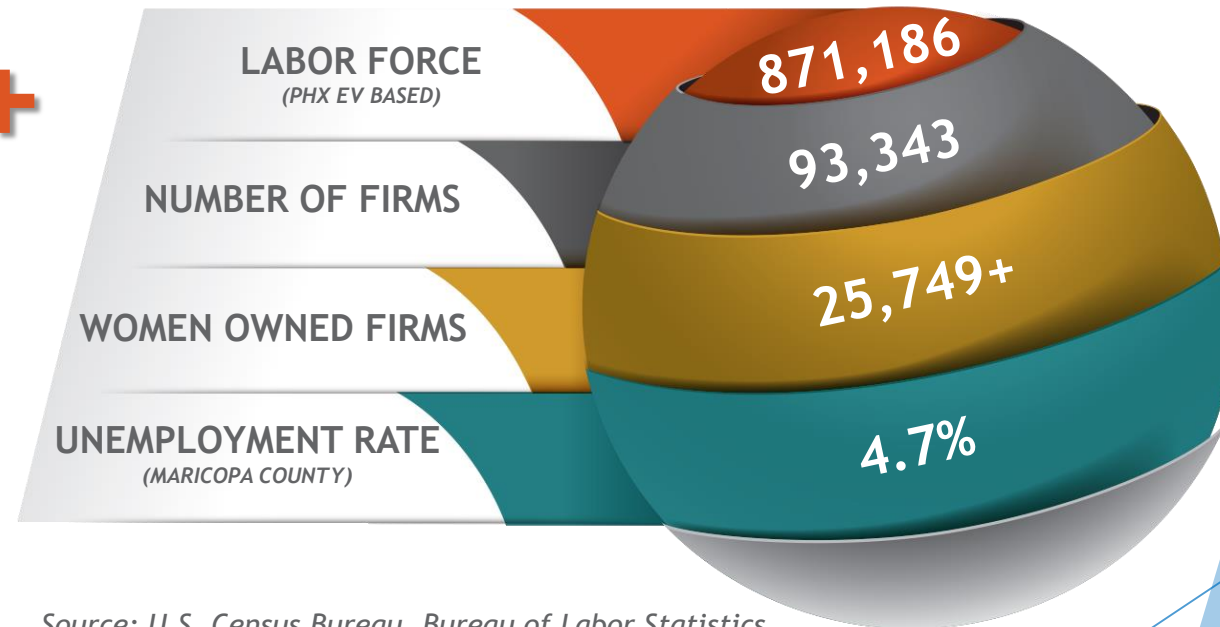
871,186+

**Young, Diverse
Workforce**

42%

**of the entire workforce
found in the Metro-Phoenix Area
is in the PHX East Valley**

Source: Greater Phoenix Economic Council

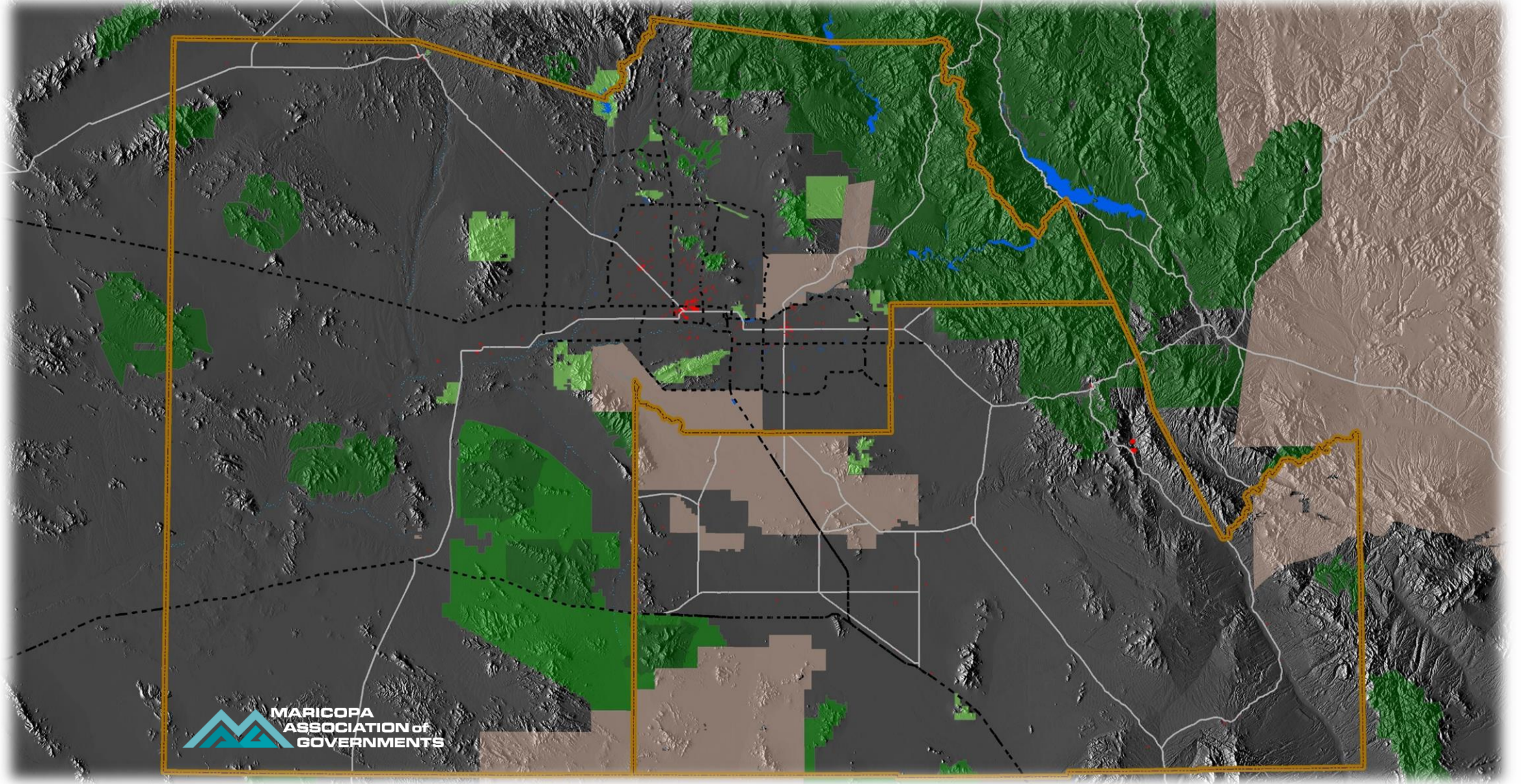


Source: U.S. Census Bureau, Bureau of Labor Statistics

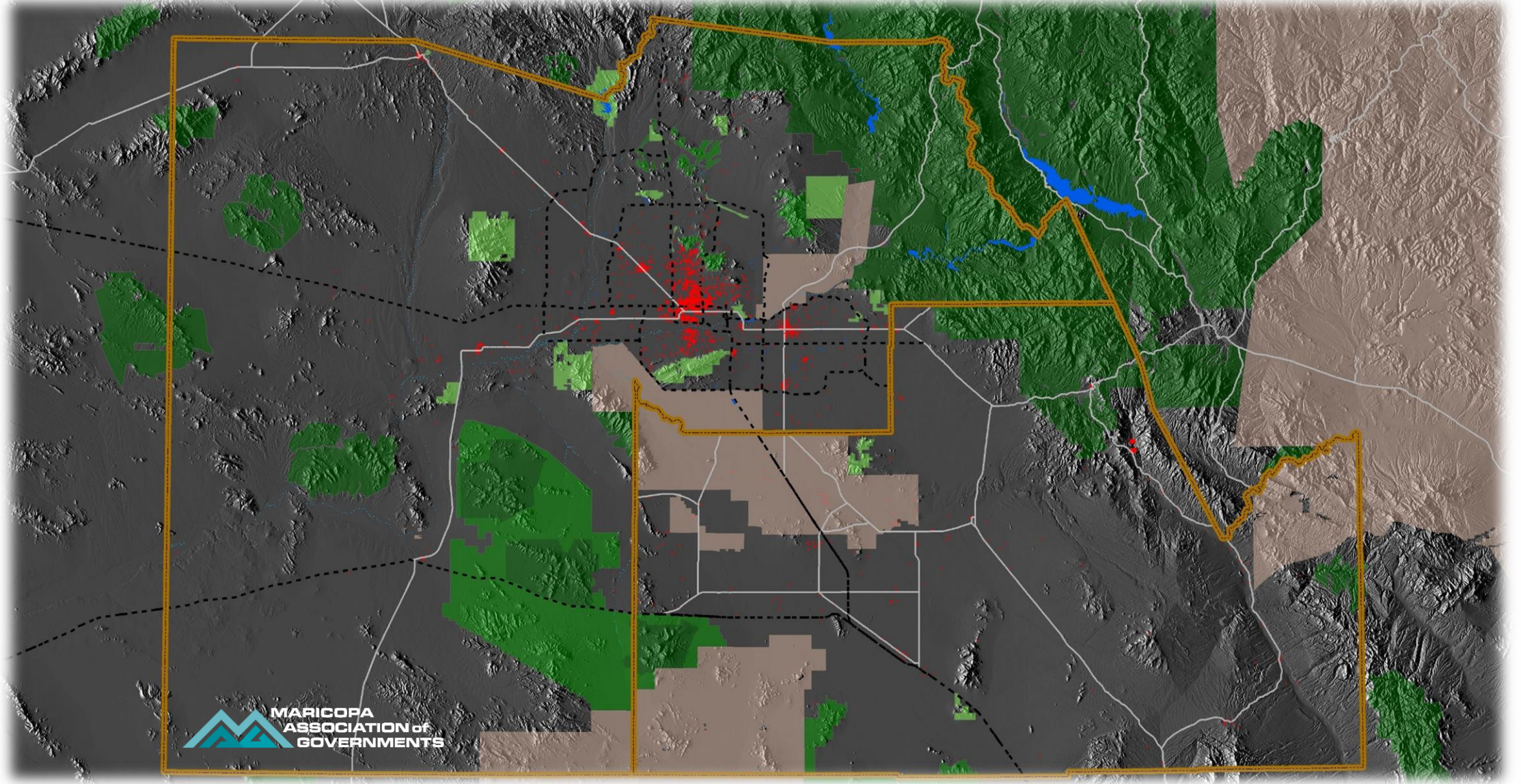
In the next 30 years, projections estimate that there will be a million new citizens and 400,000+ new jobs in the PHX East Valley.



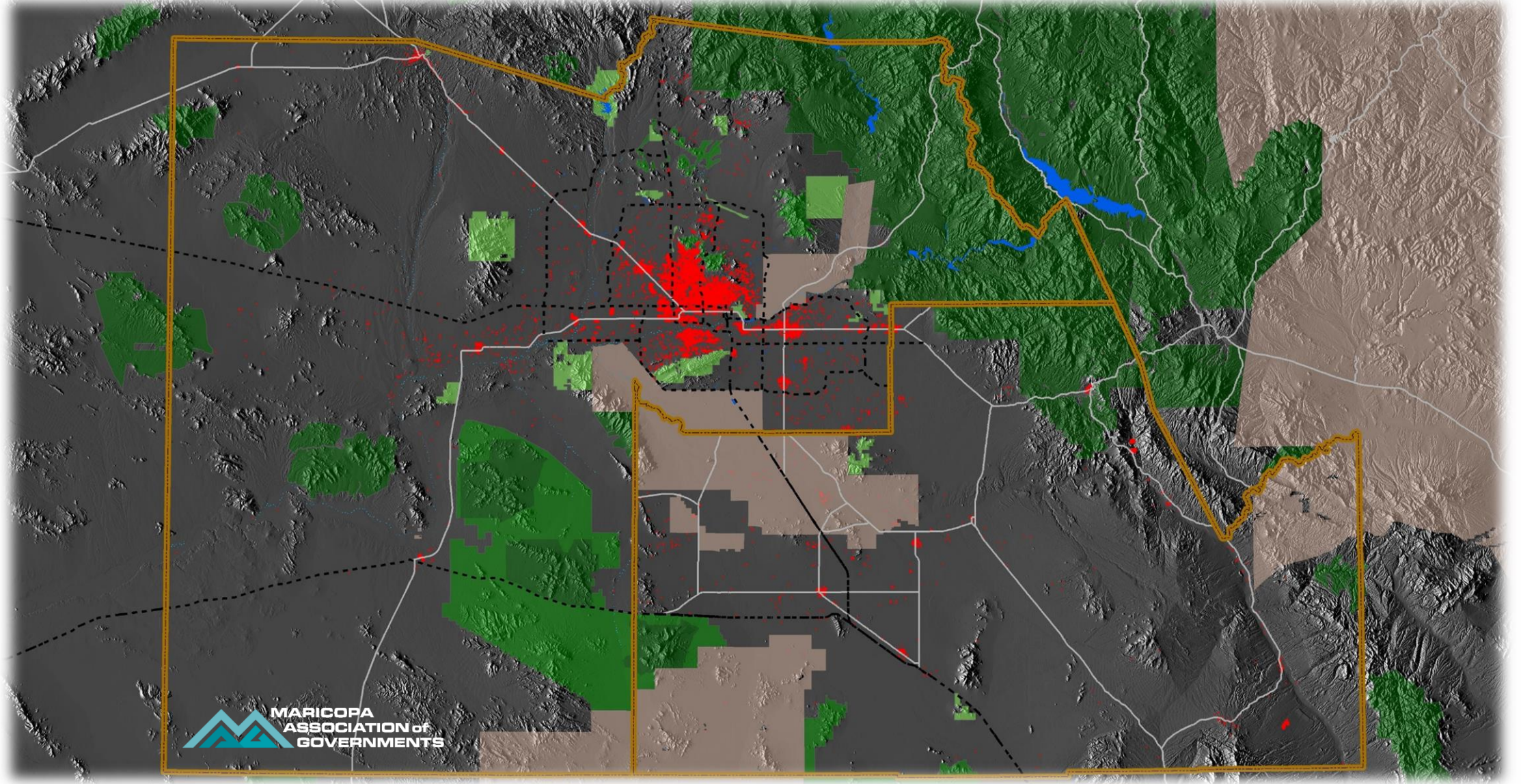
1912 – Population 56,000



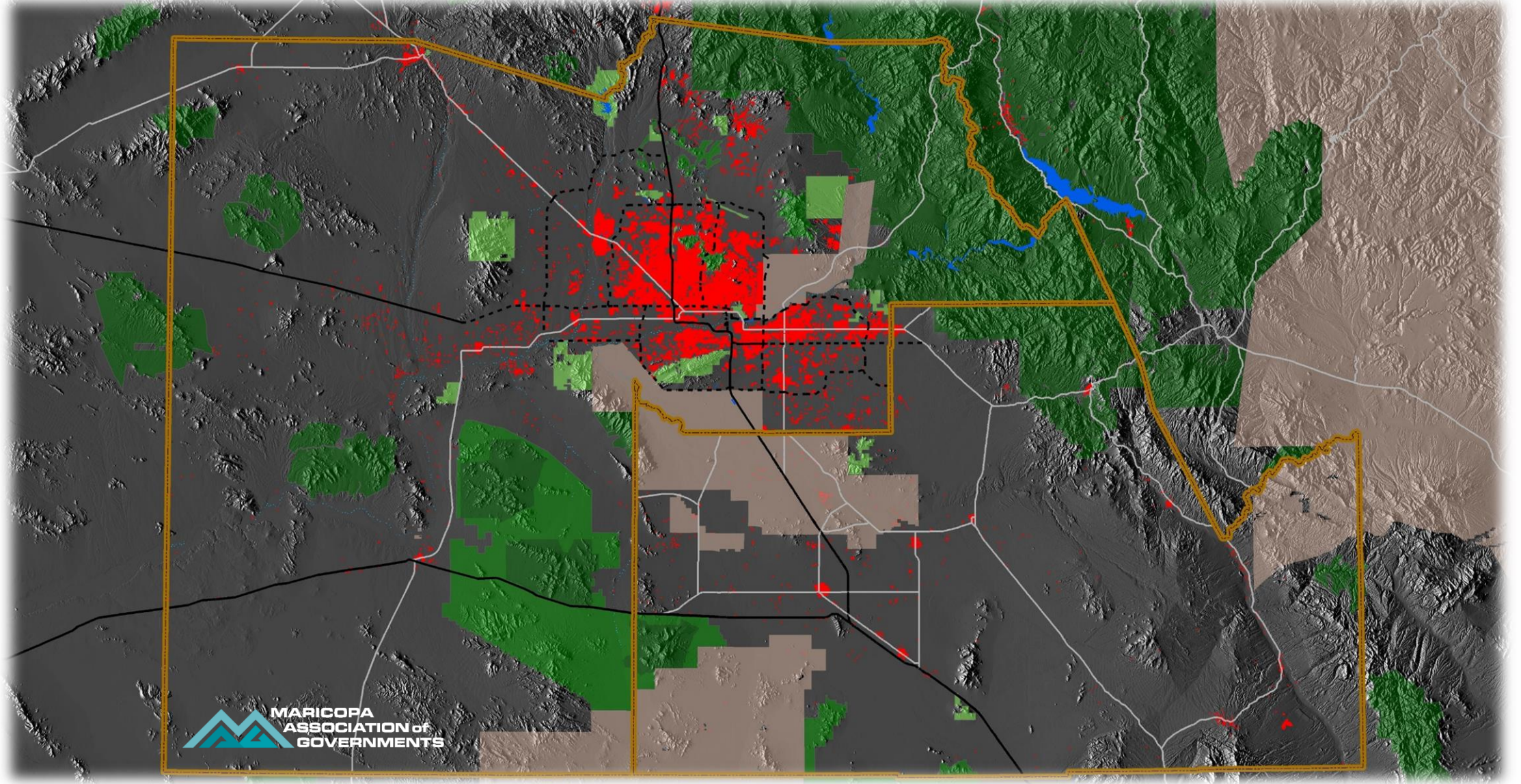
1934 – Population 200,000



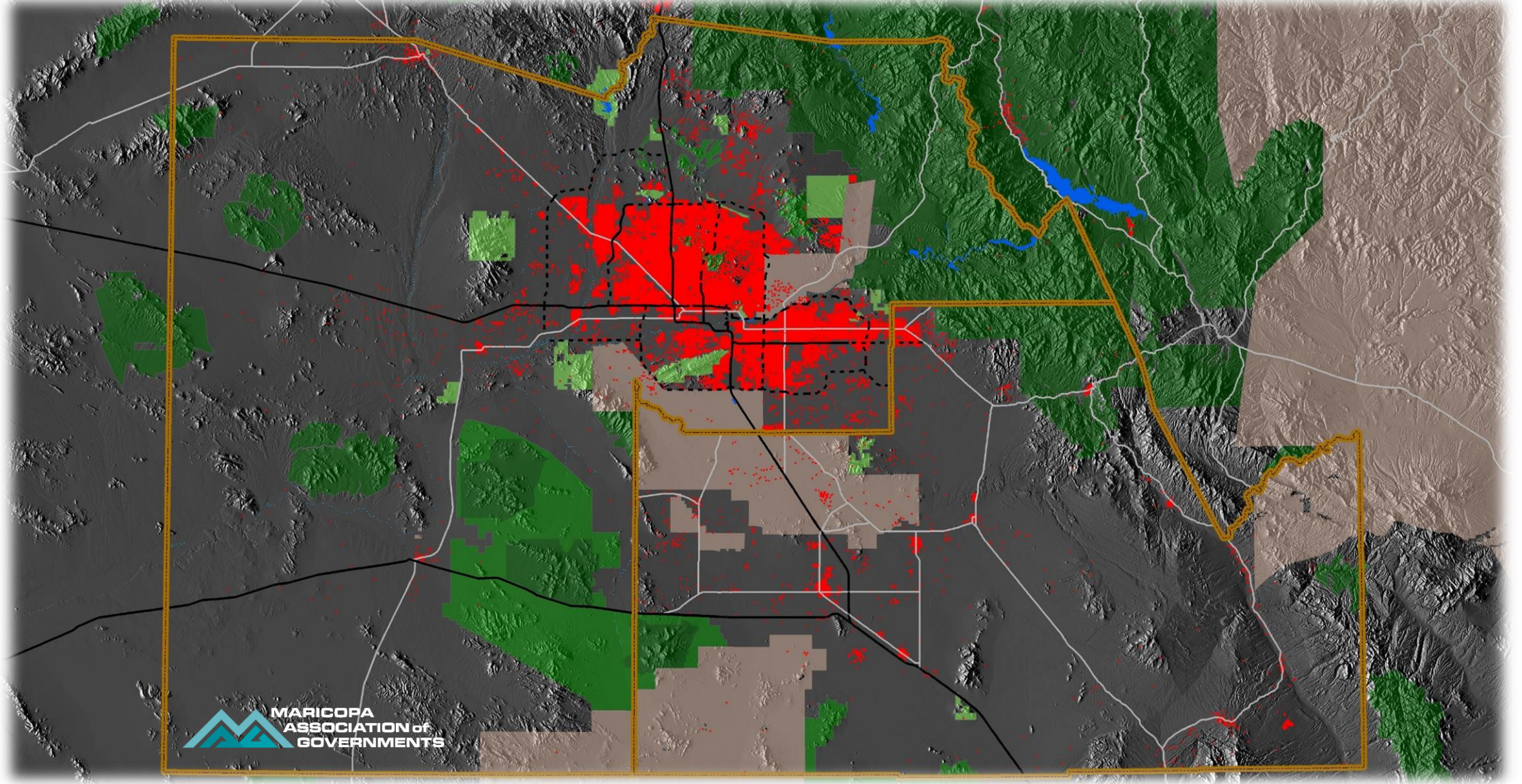
1955 – Population 551,000



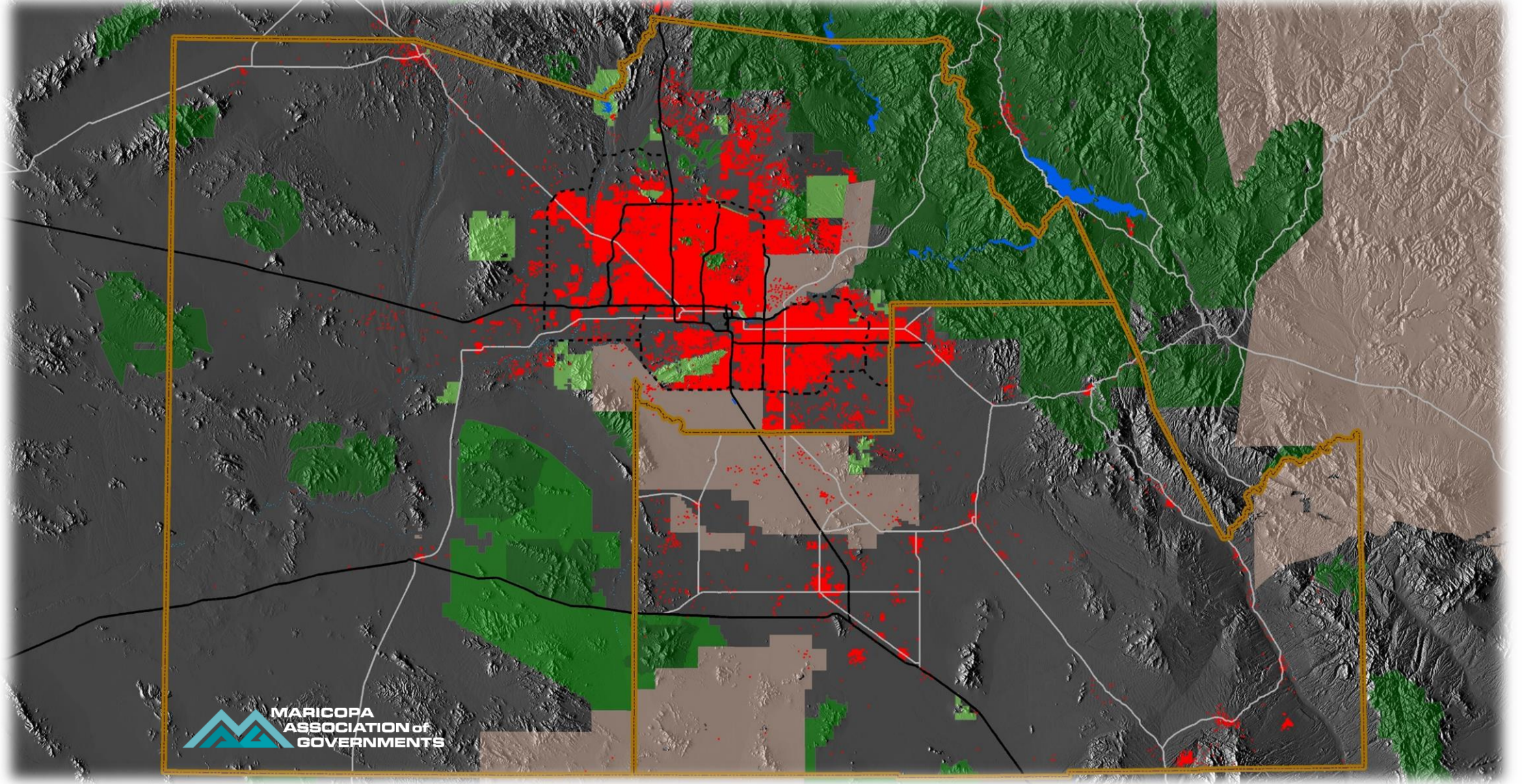
1975 – Population 1,320,000



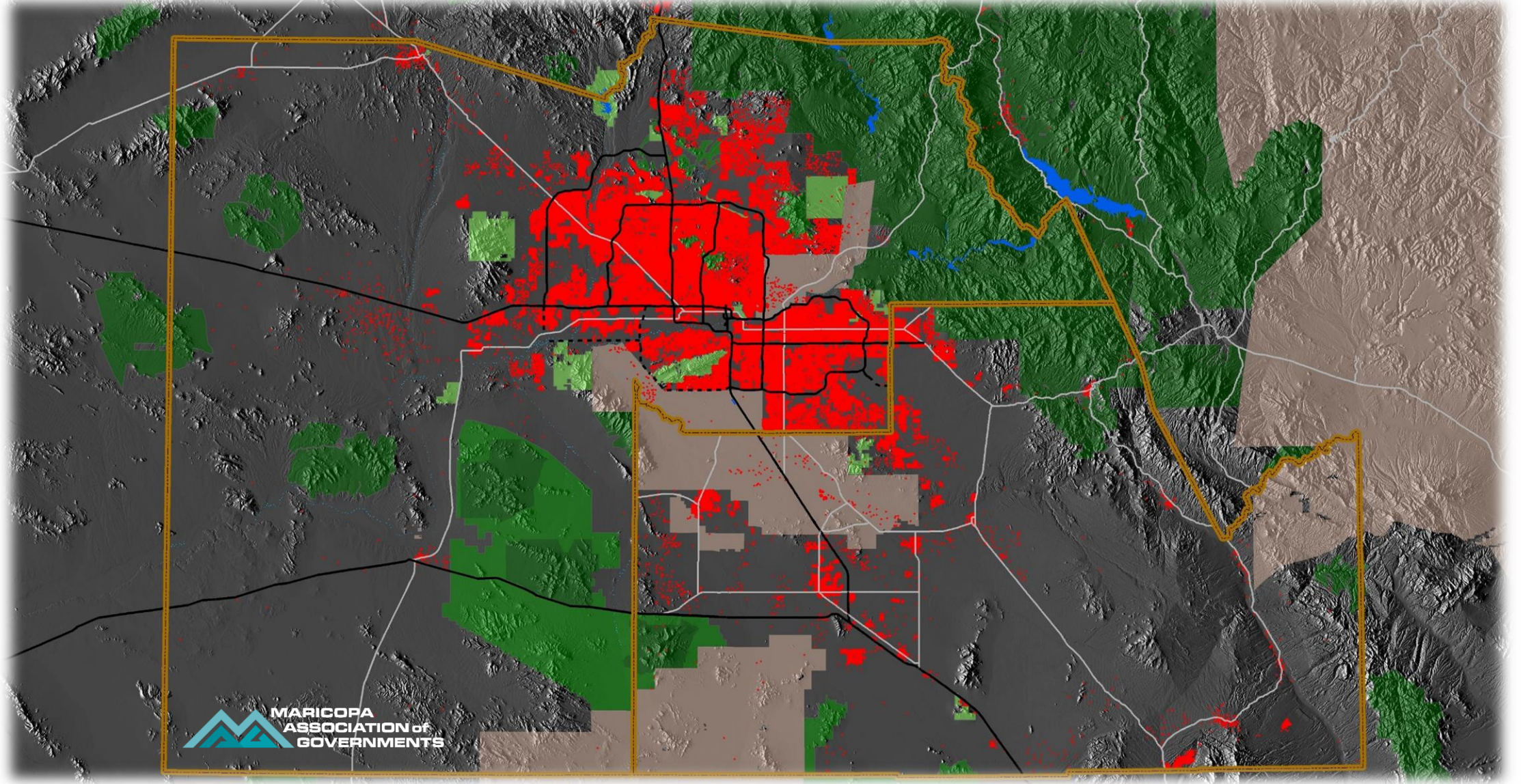
1990 – Population 2,238,000



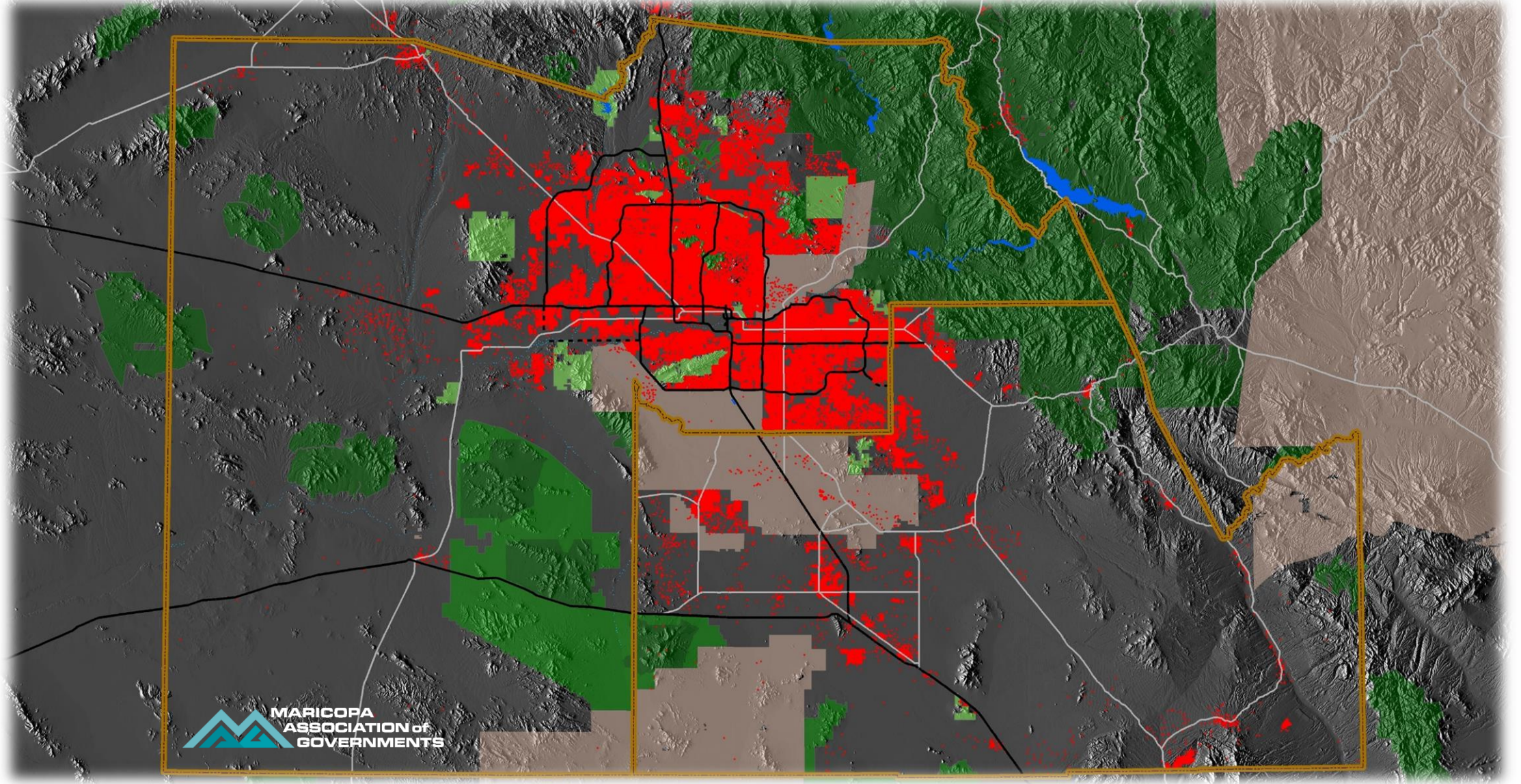
2000 – Population 3,252,000



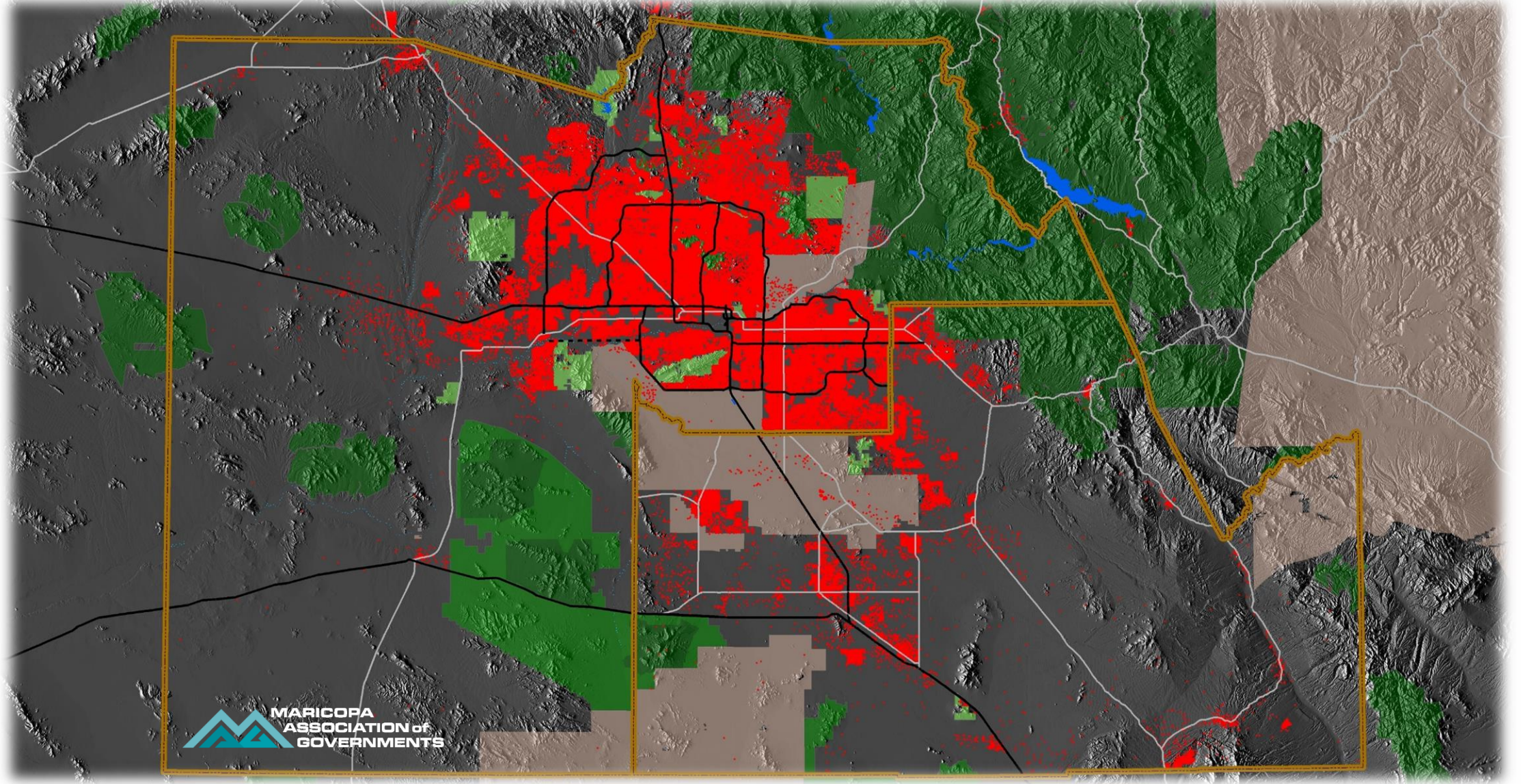
2015 – Population 4,490,000



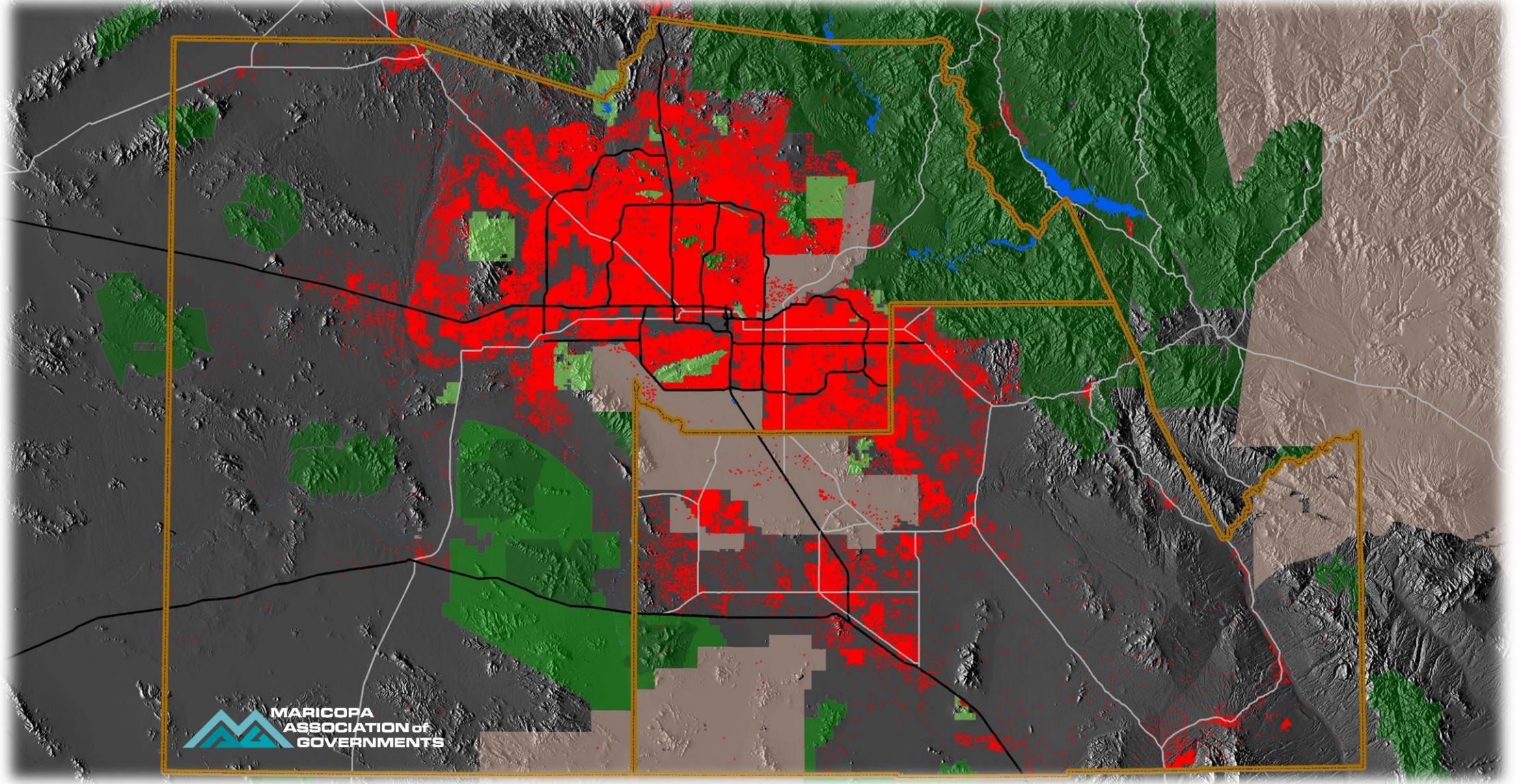
2020 – Population 4,954,000



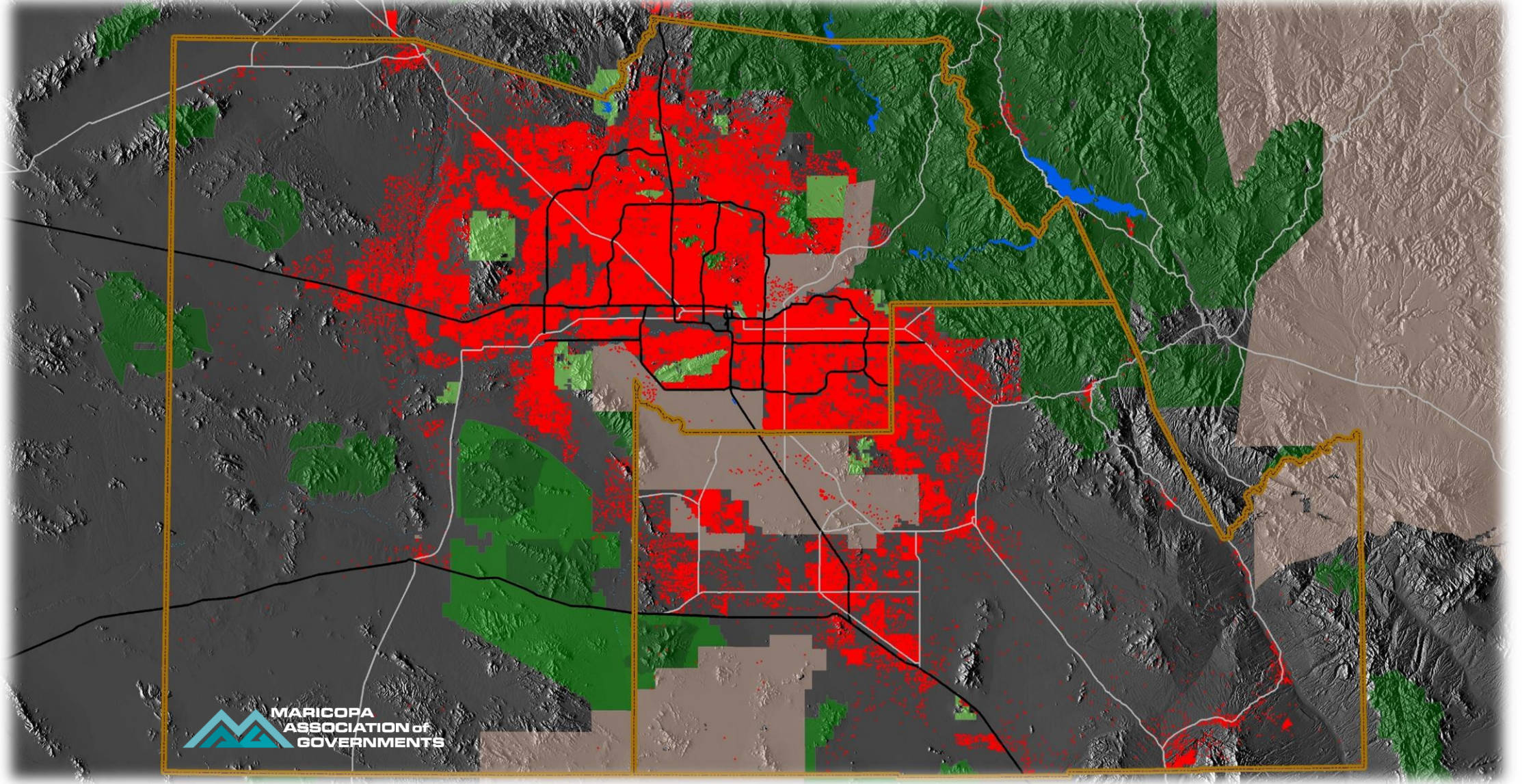
2030 – Population 5,901,000



2040 – Population 6,853,000



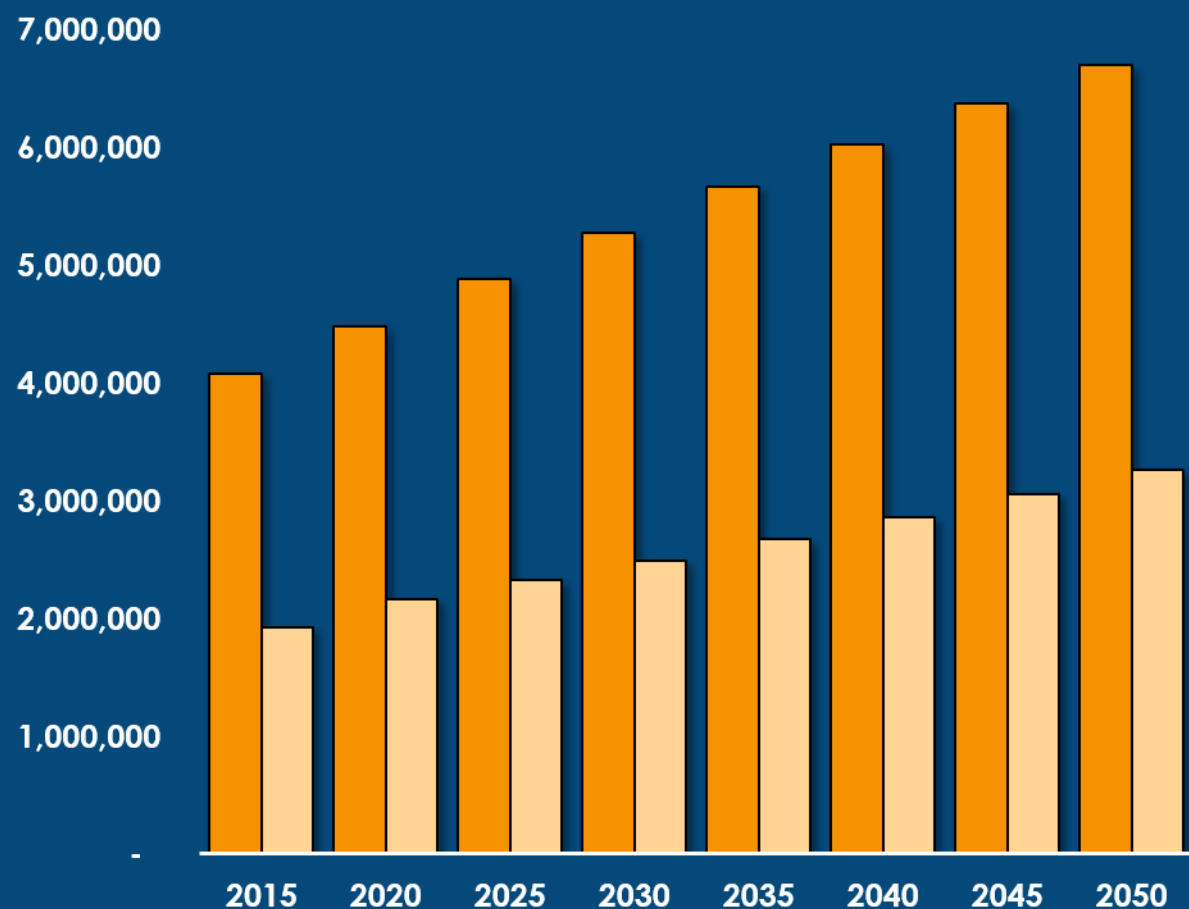
2050 – Population 7,755,000



2050: 7.7m Population and 3.6m Jobs

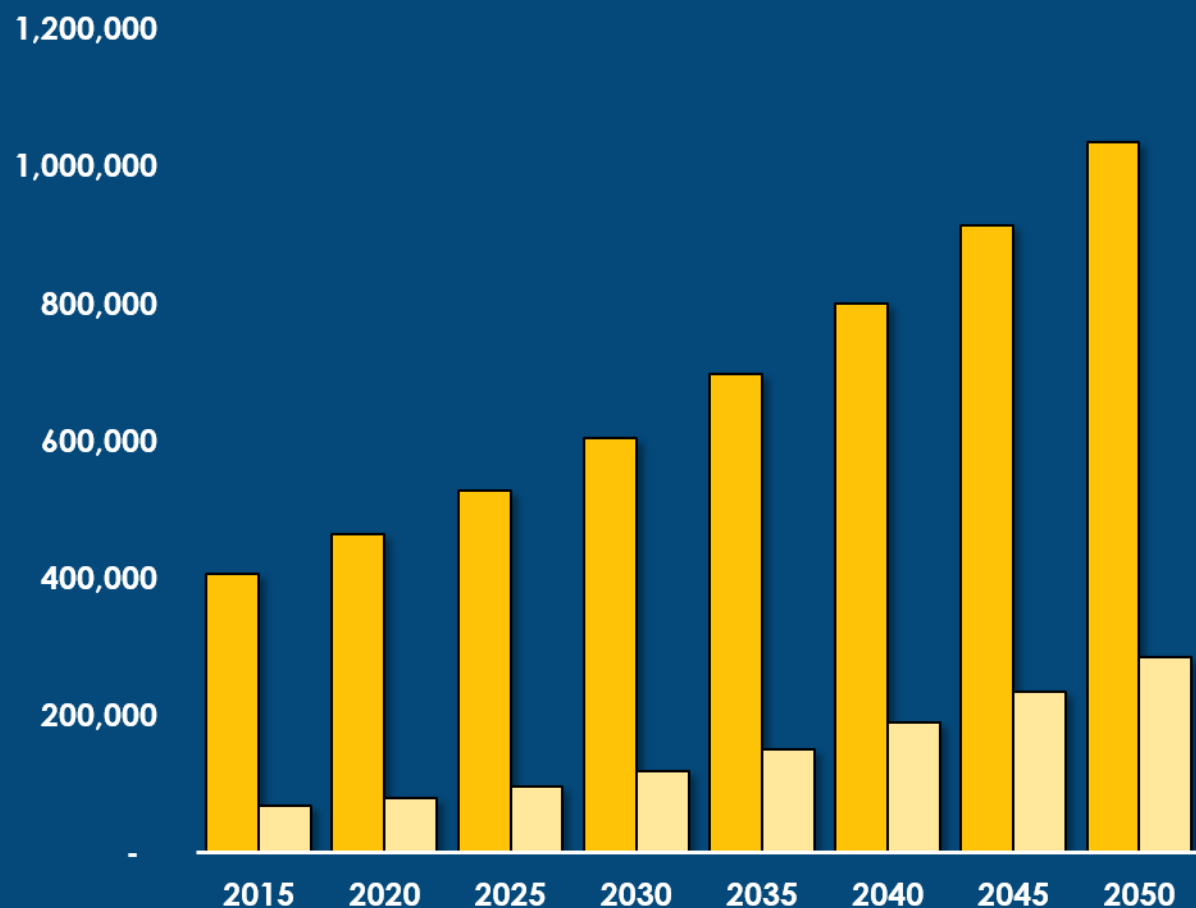
MARICOPA COUNTY

Population Employment



PINAL COUNTY

Population Employment



AREA OF INTEREST



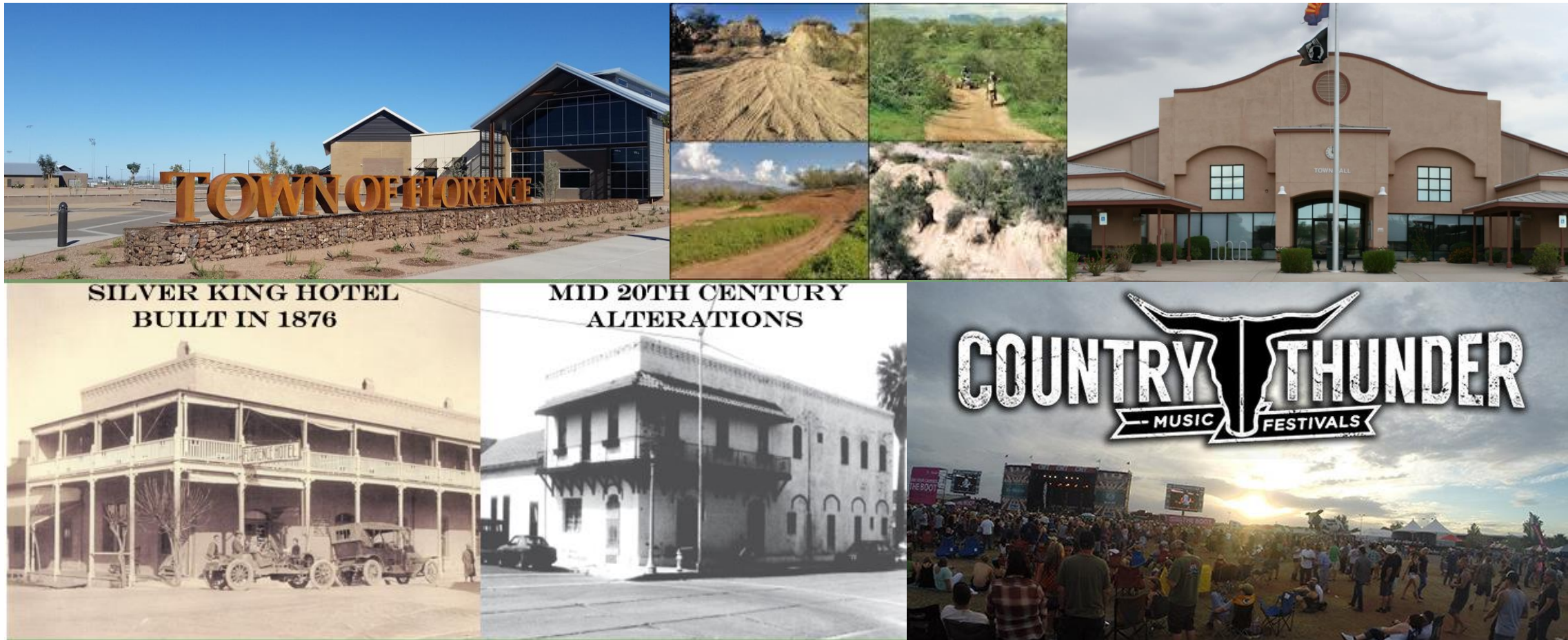
PhxMesa **Gateway** Airport

AREA OF INTEREST



Superstition Vistas

AREA OF INTEREST



Our region has a great story to tell & the East Valley Partnership is a great organization that acts as a leading voice for regional businesses and communities.



Connect with us on Social Media



Follow us: @EVPPartnership




Follow: EastValleyPartnership



Like us: /EVPPartnership



+1: EastValleyPartnership

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: April 17, 2017 DEPARTMENT: Community Development STAFF PRESENTER: Jamie White GIS Coordinator Community Development Department SUBJECT: Web-Based Historic Property GIS Mapping Tool		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

A presentation by Jamie White, GIS Coordinator, on the implementation of the newly developed web-based Historic Property GIS Mapping Tool, which was created for the use and benefit of internal and external customers. No actions or motions are requested.

BACKGROUND/DISCUSSION:

In early 2016, after a successful deployment of the first iterations of the Town's new web-based GIS tools, users of the web-based GIS tools began to identify other resources and information that could be shared with the web-based GIS tools. Later in 2016, a resource was created to aid in helping Town residents identify their polling location. In addition, a tool was created to help provide information regarding ongoing Capital Improvement Projects (CIPs). Thereafter, preliminary work was started on a Historic Property Mapping Tool to enhance the sharing of information about the Town's rich history. Data collection and resource updates were conducted to ensure the highest quality data was provided through this tool.

In February 2017, a web-based Historic Property GIS Mapping Tool was created and shared with internal staff to test the capabilities of the tool and to provide input as to items that could be improved for the users of the tool. After modifications were completed, and further testing was done, the tool was then presented to the Historic District Advisory Committee on March 29, 2017, where it was met with high regard. All input received about the tool and any modification requested have since been included in the version that will be presented along with this report.

This brief presentation highlights the web-based Historic Property GIS Mapping Tool that has been developed. Specific highlight points include:

- The ability to search a site by address, by historic property number, and by clicking on a map.

- The ability to look at historic imagery of the Town.
- The ability to narrow down the historic properties based on architecture and/or the decade built.
- The ability to conduct the Town of Florence Historic Walking Tour.
- The ability to conduct the Town of Florence Historic Audio Tour.

This tool will be located on the GIS section of the Town's webpage with a link also being found under the historic preservation section as well.

FINANCIAL IMPACT:


No financial impact to this agenda item. This worked was done with internal staffing resources.

RECOMMENDATION:

Not applicable; no actions or motions are requested.

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: April 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Purple Heart Town Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Proclaim Florence as a Purple Heart Town in the Town of Florence, Arizona.

BACKGROUND/DISCUSSION:

The Gila Valley Masonic Lodge No. 9 contacted the Military Order of the Purple Heart organization to proclaim the Town of Florence as a Purple Heart City. This project is part of the lodge's community outreach program and its continued support of our veterans and military service members.

The Gila Valley Masonic Lodge No. 9 is proud to be a part of this proclamation and wish to thank the Mayor, Council, Staff and the citizens of Florence for their support of our Purple Heart recipients and veterans.

The Purple Heart is specifically a combat decoration and it is our nation's oldest military medal. It was first created by General George Washington in 1782 and was known as the Badge of Military Merit. It was first awarded to three soldiers in Newburgh, N.Y. The Badge of Military Merit was made of cloth and it is the predecessor of the Purple Heart medal.

The current Purple Heart medal was developed by General Douglas MacArthur in 1932. The new design was created by Miss Elisabeth Will, an Army heraldic specialist in the Office of the Quartermaster General. The revived form is of metal, instead of perishable cloth, made in the shape of a rich purple heart bordered with gold, with a bust of Washington in the center and the Washington coat-of-arms at the top.

The Purple Heart is awarded to members of the armed forces of the U.S. who are wounded by an instrument of war in the hands of the enemy and posthumously to the next of kin in the name of those who are killed in action or die of wounds received in action. The heritage it represents is sacred to those who understand the price paid to wear it.

It is the Town's intent to honor and to proclaim Florence as Purple Heart Town, in honor of all those who have sacrificed for their country and to show our appreciation for the sacrifices made by the Purple Heart recipients in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim Florence as a Purple Heart Town.

ATTACHMENTS:

Proclamation

Proclamation

A PURPLE HEART TOWN

WHEREAS, the Town of Florence in Pinal County in the state of Arizona has always supported its military veteran population; and

WHEREAS, 235 years ago, on August 7, 1782, General George Washington established the Honorary Badge of Distinction/Badge of Military Merit -- which we now know as the Purple Heart -- at Newburgh-on-Hudson to honor to remember the brave souls wounded or killed while serving with the U.S. military; and

WHEREAS, the Purple Heart was created by an order stating, "Let it be known that he who wears the Military Order of the Purple Heart has given of his blood in the defense of his homeland and shall forever be revered by his fellow countrymen;" Thus, our Nation's first military award recognized the spirit of voluntarism and selfless dedication of the average American which has been so fundamental to the American way of life ever since; and

WHEREAS, we recognize that United States military veterans have been wounded in combat while defending our great Nation against armed enemies and because of the nature of their injuries, these Purple Heart recipients bear their battle wounds for life. Many more have made the supreme sacrifice, giving their lives for their country; and

WHEREAS, the mission of the Military Order of The Purple Heart is to foster an environment of goodwill among combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly --make sure WE NEVER FORGET; and

WHEREAS, Florence is the sixth oldest town in Arizona and has a long history of Florence residents proudly serving their country defending our freedoms; and Florence appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and patriotism by showing them the honor and support they have earned.


NOW, THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, do hereby proclaim the Town of Florence as **A PURPLE HEART TOWN** and encourage the citizens of Florence to join the other nine cities and all fifteen counties as well as the state of Arizona in showing their appreciation for the sacrifices made by the Purple Heart recipients in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

In witness whereof, I have hereunto placed my hand and caused the seal of the Town of Florence to be affixed this 17th day of April, 2017.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: April 17, 2017 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Bryan Hughes, Parks and Recreation Director SUBJECT: Tree City USA/Arbor Day Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Proclaim April 28, 2017 as Arbor Day in the Town of Florence and recognition of the Town of Florence as a Tree City USA community for the 11th consecutive year.

BACKGROUND/DISCUSSION:

Each year, the National Arbor Day Foundation, in cooperation with the USDA Forest Service, and National Association of State Foresters, requests local communities to demonstrate their support of urban and community forestry programs throughout the country by executing proclamations supporting their cause.

On April 18th, John Nixon, Recreation Coordinator, will represent the Town at the State Arbor Day Celebration and the Tree City Awards Ceremony at the State Capital. The Town of Florence was recognized as a Tree City Community for the 11th consecutive year.

On April 28th, Parks and Recreation Staff and children from the Before and After the Bell program will plant a tree at the Central Bark Park and read the proclamation recognizing Arbor Day in Florence, Arizona.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Recognize the Tree City USA designation and proclaim April 28, 2017 as Arbor Day in the Town of Florence.

ATTACHMENTS:

Proclamation

Proclamation

ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Tara Walter, Mayor of the Town of Florence, do hereby proclaim April 28, 2017 as “**ARBOR DAY**” in the Town of Florence, Arizona, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and


Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 17th day of April 2016.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: April 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: PowerTalk 21® Day Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Proclaim April 21, 2017 as PowerTalk 21® Day in the Town of Florence, Arizona.

BACKGROUND/DISCUSSION:

Teen alcohol use kills more than 4,700 people each year – more than all illicit drugs combined. Every conversation is a chance to save a life; a son or daughter, mother or father, or friend and family member. This April, MADD Arizona will be hosting Power of Parents workshops across the state to empower parents to talk early and talk often with children about the dangers of underage drinking and to never ride with a drinking driver.

The Town of Florence is asked to join MADD to help make PowerTalk 21 a success by issuing a proclamation. The proclamation will be used in conjunction with other proclamations to show that Arizona is united in keeping our children and our communities safe from the dangers of underage drinking and other drug use.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim April 21, 2017 as PowerTalk 21® Day in the Town of Florence, Arizona.

ATTACHMENTS:

Proclamation

Proclamation

POWERTALK 21[®] DAY

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

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

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

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

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

WHEREAS, *PowerTalk 21[®]* day, started by Mothers Against Drunk Driving[®] (MADD) in 2011, is established on April 21, 2016, to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, to equip parents to talk with their teens about alcohol, MADD Arizona on April 21 will host Power of Parents[®] workshops to give parents the tools to effectively talk with their children about alcohol to protect them; and

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


NOW, THEREFORE, I, Tara Walter, as the Mayor of the Town of Florence, Arizona, do hereby proclaim Thursday, April 21, 2017 to be "**PowerTalk 21[®] Day**".

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 17th day of April 2017.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: April 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1616-17: Authorizing the Submission of an Arizona Department of Transportation (ADOT) 5310 Program Grant Application		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution 1616-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN MANAGER TO SUBMIT AN APPLICATION FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) 5310 VAN GRANT PROGRAM WHICH PROVIDES VEHICLES TO SERVICE THE ELDERLY AND PERSONS WITH DISABILITIES IN THE COMMUNITY.

BACKGROUND/DISCUSSION:

The Town of Florence intends to apply for ADOT 5310 Program grant funds to purchase a nine passenger cutaway van with wheelchair lift. The van will replace the 2007 Eldorado Aerolite cutaway lift van that was purchased with prior year 5310 Program funds. The Senior Center uses vans to transport residents to the center for meals and activities.

FINANCIAL IMPACT:

The total estimated cost of the van is \$67,719.84. The 5310 Program will fund 80% of the cost which is \$53,113.60. The Town's cost is \$14,606.24 which consists of the 20% match of \$13,278.40 and a 2% Admin Fee of \$1,327.84.

STAFF RECOMMENDATION:

Adopt Resolution No. 1616-17 authorizing the Town Manager to submit an application for the ADOT 5310 Program Grant.

ATTACHMENTS:

Resolution No. 1616-17

RESOLUTION NO. 1616-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN MANAGER TO SUBMIT AN APPLICATION FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION 5310 VAN GRANT PROGRAM WHICH PROVIDES VEHICLES TO SERVICE THE ELDERLY AND PERSONS WITH DISABILITIES IN THE COMMUNITY.

WHEREAS, the Mayor and Council for the Town of Florence recognize the need to provide service to the elderly and disabled persons of the Town of Florence; and

WHEREAS, the Mayor and Council desire to seek appropriate funding to assist in providing resources that may be utilized by the citizens of the Town of Florence.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Florence, Arizona, do hereby authorize the Town Manager to submit an application to Arizona Department of Transportation (ADOT) for the 5310 van grant program. This proposal includes a request for a nine passenger cutaway van with a wheelchair lift, as funded by the ADOT 5310 Program. The Council agrees to the terms and conditions of the grant as set forth in the application document.

PASSED AND ADOPTED by the Town Council of the Town of Florence on this 17th day of April, 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

I, the undersigned, being the duly appointed and qualified Town Clerk of the Town of Florence, certify that the foregoing Resolution 1616-17 is a true, correct and accurate copy as passed and adopted at a regular meeting of the Town of Florence Mayor and Council, held on the 17th day of April, 2017 at which a quorum was present and voted in favor of said Resolution No. 1616-17.

Lisa Garcia, Town Clerk

<p style="text-align: center;">Town of Florence Summary of Warrants Paid As of February 2017</p>	
Source	Amount
Accounts Payable-Warrant Register	971,187.49
ACH/Wire Transfers	
CFD #1 debt service payments - Zions Seies 2017	300,000.00
CFD #1 trustee admin fee - Wells Fargo	0.00
CFD #2 debt service payments - /Zions 1st National	0.00
CFD #2 trustee admin fee - Wells Fargo	3,750.00
debt service payment - US Bankcorp, firetruck/equipment	0.00
NFID debt service payment - Bank of New York	0.00
NFID admin fees	0.00
debt service payment - WIFA	0.00
Pulte Payment - CFD #2 Hunt Highway Improvement	0.00
Pinal County excise tax bonds for transortation - Chase	0.00
Pinal County excise tax bonds for transortation - Trustee Fees	0.00
sales tax payments - ADOR	23,780.40
child support/assignment PR levys	3,478.04
credit/debit/analysis/bank fees	4,036.73
FSA Collateral & Disbursements	4,641.61
AFLAC payments	5,347.42
health insurance payments - UHC	166,187.51
worker's compensation	0.00
deferred comp payments	14,552.19
Total Transfers	525,773.90
Electronic Retirement Transfers	
ppd 1 - ASRS	46,271.16
ppd 2 - ASRS	44,963.85
ppd 3 - ASRS	46,689.18
ppd 3 - ASRS	368.63
ppd 2 - Securian (Firefighter Pension)	524.31
ppd 3 - Securian (Firefighter Pension)	0.00
Total Retirement Transfers	138,817.13
Payroll Transfers	
ppd 1	209,226.71
ppd 2	223,970.55
ppd 3	0.00
Total Payroll Transfers	433,197.26
Credit Union Transfers	
ppd 1	4,407.62
ppd 2	4,407.62
ppd 3	0.00
Total Credit Union Transfers	8,815.24
Electronic State Tax Transfers	
ppd 1	8,250.40
ppd 2	15,777.98
ppd 3	0.00
Total State Tax Deposits	24,028.38
Electronic Federal Tax Transfers	
ppd 1	66,653.31
ppd 2	128,251.42
ppd 3	0.00
Total Federal Tax Deposits	194,904.73
Total Warrants	2,296,724.13

GL Account	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount	Department Sub-total
10105000	105385	2/9/2017	PETTY CASH - PARKS	TICS-TOUR CHG 2/17	2/7/2017	CHANGE FOR HOME TOUR TICKET SALES	200	
10160000	105335	2/1/2017	Temporary Vendor	792640-OP	1/27/2017	Overpayment	100	
10160000	105345	2/1/2017	Temporary Vendor	783000-OP	1/26/2017	Overpayment	17	
10160000	105559	2/23/2017	Temporary Vendor	10315501	2/14/2017	Overpayment	125.96	
10160000	105570	2/23/2017	Temporary Vendor	304415-OP	2/14/2017	Overpayment	61.62	
10160000	105576	2/23/2017	Temporary Vendor	10500791-OP	2/14/2017	Overpayment	43.51	
10160000	105582	2/23/2017	Temporary Vendor	702061	2/10/2017	Overpayment	8.5	
10160000	105606	2/23/2017	Temporary Vendor	10400892-OP	2/14/2017	Overpayment	50.79	
10201500	105431	2/10/2017	WEX BANK	48561644	1/31/2017	FUEL EXPENSE	13461.86	
10202000	105491	2/21/2017	ARIZONA STATE TREASURER	42736	2/17/2017	STATE JCEF	381.27	
10202500	105491	2/21/2017	ARIZONA STATE TREASURER	42736	2/17/2017	ZFAR 1	990.27	
10202501	105491	2/21/2017	ARIZONA STATE TREASURER	42736	2/17/2017	ZFAR 2	336.6	
10203000	105519	2/21/2017	PINAL COUNTY TREASURER	42736	2/17/2017	Justice Court Fee	45.11	
10204000	105491	2/21/2017	ARIZONA STATE TREASURER	42736	2/17/2017	STATE SURCHARGES	7958.37	
10206000	105437	2/15/2017	Temporary Vendor	TR20150448 2/17	2/13/2017	Bond	344	
10209000	105491	2/21/2017	ARIZONA STATE TREASURER	42736	2/17/2017	Victims Rights Enforcement	79.77	
10225000	105439	2/15/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 203/17PD	2/13/2017	RETIREMENT CONTRIBUTIONS POLICE	18163.91	
10225000	105629	2/27/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 217/17PD	2/27/2017	RETIREMENT CONTRIBUTIONS POLICE	16824.65	
10225100	105439	2/15/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 203/17FIRE	2/13/2017	ACR-FIRE PSR	276.92	
10225100	105439	2/15/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 203/17FIRE	2/13/2017	RETIREMENT CONTRIBUTIONS FIRE	12955.86	
10225100	105629	2/27/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 217/17FIRE	2/27/2017	ACR-FIRE PSR	276.92	
10225100	105629	2/27/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 217/17FIRE	2/27/2017	RETIREMENT CONTRIBUTIONS FIRE	17772.13	
10232000	105352	2/3/2017	VIAL FOTHERINGHAM, LLC	PPE 0120/17	2/1/2017	Levy	110.02	
10232000	105451	2/15/2017	Florence Hospital at Anthem	PPE 203/17	2/13/2017	Levy	270.67	
10232000	105630	2/27/2017	Florence Hospital at Anthem	PPE 217/17	2/27/2017	Levy	386.12	
10241000	105470	2/15/2017	UNITED WAY OF PINAL COUNTY	PPE 0203/17	2/13/2017	EMPLOYEES CONTRIBUTIONS	2	
10241000	105631	2/27/2017	UNITED WAY OF PINAL COUNTY	PPE 217/17	2/27/2017	EMPLOYEES CONTRIBUTIONS	2	
10243000	105459	2/15/2017	NEW YORK LIFE INSURANCE	6929080 217	2/1/2017	monthly invoice	447.54	
10250038	105491	2/21/2017	ARIZONA STATE TREASURER	42736	2/17/2017	STATE FINES	1341.11	
10260000	105497	2/21/2017	Temporary Vendor	CR200802182 2/17	2/16/2017	Restitution	84.04	
10260000	105509	2/21/2017	Temporary Vendor	CR20110029 2/17	2/16/2017	Restitution	35.31	
10260000	105625	2/24/2017	Pinal County Public Works	TR2016000733 217	2/23/2017	Restitution	221.44	
10260000	105626	2/24/2017	Temporary Vendor	TR2014000887 1/17	2/23/2017	Restitution	50	
10260000	105626	2/24/2017	Temporary Vendor	TR2014000887 2/17	2/23/2017	Restitution	50	
10320211	105593	2/23/2017	Temporary Vendor	BL1869-OP	2/23/2017	BL renewal Overpayment	50	
10339471	105461	2/15/2017	Temporary Vendor	PM REFUND2HRS	2/10/2017	Refund 2hrs Reservation was for 6	45	
10339604	105327	2/1/2017	Temporary Vendor	EB ZUMBA REF	1/27/2017	Refund Cancelled Zumba Class	20	
10339604	105331	2/1/2017	Temporary Vendor	GCNEAL-REFZUM	1/27/2017	Refund Cancelled Zumba Class	20	
10339604	105344	2/1/2017	Temporary Vendor	SNEAL-REFZUMBA	1/27/2017	Refund Cancelled Zumba Class	20	
10339604	105353	2/9/2017	Temporary Vendor	AM-EVENTREF	2/6/2017	Activity was Cancelled	48	
10339604	105421	2/10/2017	STEPHANIE LAMAS	REFUND REC	2/7/2017	Refund not able to participate	20	
10339604	105595	2/23/2017	Temporary Vendor	REF-TAMMIDANCE	2/16/2017	Refund Father Daughter Dance	12	
10339605	105367	2/9/2017	Temporary Vendor	DCRAIG-REF	2/7/2017	Unable to Participate in program	10	
10348461	105420	2/10/2017	Southwest Ambulance	REFUND OP#3071 AR	1/30/2017	Overpayment Acct#3071A/R	0	

10348777	105439	2/15/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 203/17FIRE	2/13/2017	Fire INSURANCE PREMIUM TAX	-1139.31	
10348777	105629	2/27/2017	AZ PUBLIC SAFETY RETIREMENT	PPE 217/17FIRE	2/27/2017	Fire INSURANCE PREMIUM TAX	-1139.31	
10359605	105424	2/10/2017	Temporary Vendor	2XSWAP-REF	2/6/2017	Refund Swap Meet Trip 2 ea	0	
10359605	105449	2/15/2017	Temporary Vendor	SWAPMEETREF DJ	2/6/2017	Refund Swap Meet Trip 2 ea	28	
Sub Total								91469.65
Town Council:								
10501201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Council laptops	163.92	
10501402	13117	2/17/2017	Dollar General	013117 STMT	1/12/2017	Supplies for Work Session with Citizen Advisory Group	54.36	
10501402	13117	2/17/2017	Pinal Partnership	013117 STMT	1/19/2017	New Board of Supervisor Breakfast - Councilmember A	40	
10501408	13117	2/17/2017	COOLIDGE FLOWER SHOP	013117 STMT	1/25/2017	Sympathy flower arrangement for Councilmember B & C	65.85	
Sub Total								324.13
Administration								
10502201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	182.82	
10502208	105428	2/10/2017	VALLARIE WOOLRIDGE	REIMFUEL	1/21/2017	Gas for Town Vehicle	10	
10502209	105365	2/9/2017	DAVE'S COLLISION SPECIALIST'S INC	20273	1/24/2017	Additional amount owed for PO # 45734	925.36	
10502209	105365	2/9/2017	DAVE'S COLLISION SPECIALIST'S INC	20273	1/24/2017	Body repair due to accident to AD-002	3021.7	
10502209	105498	2/21/2017	Day Auto Supply, Inc	705996	2/10/2017	Car Wash supplies for Fleet	22.33	
10502301	13117	2/17/2017	AMAZON.COM	013117 STMT	1/21/2017	Lanyards and jump drives	126.86	
10502301	105464	2/15/2017	SOUTHWESTERN BUSINESS FORMS	22675	2/7/2017	Business License Shells	242	
10502301	105464	2/15/2017	SOUTHWESTERN BUSINESS FORMS	22675	2/7/2017	Tax on order	18.79	
10502401	13117	2/17/2017	AMERICAN PLANNING ASSOCIATION	013117 STMT	1/5/2017	Membership renewal for Brent Billingsley	578	
10502401	13117	2/17/2017	Association of State Floodplain	013117 STMT	1/16/2017	2017 CFM Membership Renewal for Brent Billingsley	110	
10502402	13117	2/17/2017	EUGENE & KIM'S PLACE	013117 STMT	1/13/2017	Pre meeting luncheon for Strategic Plan Work Session	26	
10502402	13117	2/17/2017	Florence Cafe	013117 STMT	1/17/2017	Business luncheon - Brent Billingsley Vito Tedeschi and	37	
10502403	13117	2/17/2017	Franklin Covey	013117 STMT	1/5/2017	Book - Speed of Trust	49.31	
Sub Total								5350.17
Courts								
10503217	105621	2/24/2017	JANET MANNATO	42767	2/23/2017	Public Defender Services	300	
Sub Total:								300
Legal								
10504203	105523	2/21/2017	SOUTHWESTERN BUSINESS FORMS	22645	1/27/2017	plea agreements forms	358.08	
10504217	105504	2/21/2017	Gust Rosenfeld P.L.C.	318910	1/12/2017	legal Services: CURIS December 2016	23331.8	
10504401	105512	2/21/2017	LEXIS NEXIS	3090837369	1/31/2017	legal research Jan 2016	205.93	
Sub Total								23895.81
Finance								
10505201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	64.52	
10505203	105435	2/15/2017	Arizona Office of Technology	IN282749	1/23/2017	Copier quarterly bill	867.63	
10505204	105532	2/23/2017	Advanced Infosystems	13614	2/14/2017	data processing of utility bills	1013.46	
10505217	105377	2/9/2017	Interim Public Management LLC	1727	2/1/2017	Interim Finance Director	2510.44	
10505227	105431	2/10/2017	WEX BANK	48561644	1/31/2017	Bank Fees-Credit-Dec'16	-24.37	
10505227	105431	2/10/2017	WEX BANK	48561644	1/31/2017	Bank Fees-Credit-Jan'17	-27.58	

10505301	13117	2/17/2017	DIGITAL CHECK	013117 STMT	1/7/2017	Purchase Remote Check machine cleaning swabs and	50.09
10505301	13117	2/17/2017	Pitney Bowes Inc	013117 STMT	1/5/2017	Purchase supplies for Postage machine	294.71
10505301	13117	2/17/2017	Staples Business Advantage	013117 STMT	1/1/2017	Replenish Paper Payroll Envelopes Manila File folders	212.04
10505301	13117	2/17/2017	Staples Business Advantage	013117 STMT	1/1/2017	Replenish Paper Payroll Envelopes Manila File folders	570.57
10505301	13117	2/17/2017	Staples Business Advantage	013117 STMT	1/13/2017	Credit for returned File Pockets (Wrong size received)	-111.94
10505301	13117	2/17/2017	Staples Business Advantage	013117 STMT	1/13/2017	Replenish Office Supplies for Finance	29.62
10505301	13117	2/17/2017	Staples Business Advantage	013117 STMT	1/13/2017	Replenish Office Supplies for Finance	51.14
10505301	13117	2/17/2017	Staples Business Advantage	013117 STMT	1/13/2017	Replenish Office Supplies for Finance	64.45
Sub Total							5564.78
Human Resources							
10508201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	31.4
10508205	105446	2/15/2017	Casa Grande Valley Newspaper Inc.	193811	1/14/2017	Classified Ads	17.42
10508205	105446	2/15/2017	Casa Grande Valley Newspaper Inc.	193812	1/18/2017	Classified Ads	17.42
10508217	105438	2/15/2017	Az Department of Public Safety	VOLUN-8	2/14/2017	Fingerprint background	160
10508217	105441	2/15/2017	Benefit Intelligence, Inc. (ConsultADoc)	45	2/1/2017	Monthly invoice	555
10508217	105468	2/15/2017	Tri-City Express Care, LLC 935	4120628	1/3/2017	Post offer drug test	56
10508217	105468	2/15/2017	Tri-City Express Care, LLC 935	4143899	1/9/2017	Post offer drug test	56
10508217	105468	2/15/2017	Tri-City Express Care, LLC 935	4152704	1/9/2017	Post offer drug test	56
10508217	105468	2/15/2017	Tri-City Express Care, LLC 935	4198686	1/23/2017	Post offer drug test	56
10508217	105468	2/15/2017	Tri-City Express Care, LLC 935	4223745	1/31/2017	Post offer drug test	56
10508217	105613	2/24/2017	Az Department of Public Safety	3X22 217	2/23/2017	Fingerprint background	66
10508217	105620	2/24/2017	INFINISOURCE, INC.	876441	2/9/2017	Monthly Administrative Service	212.85
10508301	105624	2/24/2017	OFFICE DEPOT INC	902684963-001	2/13/2017	Office supplies	139.55
10508401	13117	2/17/2017	SOCIETY FOR HUMAN RESOURCE	013117 STMT	1/11/2017	Membership Renewal/Shrm*member600616317 2/1:	199
Sub Total							1678.64
Community Development							
10510201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	91.04
10510207	105427	2/10/2017	Toshiba Business Solutions,USA	13343917	1/3/2017	Maintenance Agreement Copier	364.26
10510215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	386.84
10510215	105483	2/17/2017	SOUTHWEST GAS CORPORATION	VARIOUS 2/17	2/8/2017	Community Development Gas	94.68
10510217	105416	2/10/2017	Nu-Trend Architectural SVCS LLC	1220161	1/2/2017	Plan Review and One-Stop Shop Services	2040
10510217	105516	2/21/2017	Nu-Trend Architectural SVCS LLC	120171	2/2/2017	Professional Services for Community Development an	2640
10510323	105517	2/21/2017	Paladin Data System Corporation	240762	1/31/2017	SMARTGOV ANNUAL SUBSCRIPTION	23523.51
10510401	105522	2/21/2017	Southern Arizona Chapter of ICC	AR-DUES 2017 NEW	2/17/2017	Southern Chapter ICC memberships - Tracie, Jason an	25
10510401	105522	2/21/2017	Southern Arizona Chapter of ICC	JP DUES 2017	2/17/2017	Southern Chapter ICC memberships - Tracie, Jason an	25
10510401	105522	2/21/2017	Southern Arizona Chapter of ICC	TW DUES 2017	2/17/2017	Southern Chapter ICC memberships - Tracie, Jason an	25
10510402	105423	2/10/2017	Sun City Anthem @ Merrill Ranch	RES 92117	2/7/2017	ROOM RESERVATION FOR PUBLIC HEARING	250
10510402	105514	2/21/2017	MARK ECKHOFF	152339	2/7/2017	Trends Day Conference	44.94
Sum Total							29510.27
Police Administration							
10511201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	PD 911 Line-9627	301.26
10511201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	1367.52
10511201	105479	2/17/2017	COX BUSINESS	207217901.1	1/30/2017	digital adapters	6.28

10511215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	1582.87	
10511215	105477	2/17/2017	BIA	42752	2/1/2017	104233-electric	189.25	
10511222	105426	2/10/2017	THE WATER SHED	10102	1/9/2017	Ice for PD	10.97	
10511222	105467	2/15/2017	THE WATER SHED	9872	1/30/2017	Ice for PD	8.23	
10511301	13117	2/17/2017	AMAZON.COM	013117	STMT	1/7/2017	Purchase Amazon Mktplace Pmts (HID Access Cards)	119
10511301	13117	2/17/2017	AMAZON.COM	013117	STMT	1/7/2017	Purchase Amazon Mktplace Pmts (USB Sticks for Offic	278.25
10511301	105599	2/23/2017	The Office Center Inc.	0118076-001	2/14/2017	Supplies: staples, batteries...	151.01	
10511401	105450	2/15/2017	FBINAA FBI Nation Academy	DH CHAP DUES2017	2/10/2017	Dues for Chief: National and AZ Chapters 2017	40	
10511401	105450	2/15/2017	FBINAA FBI Nation Academy	FBINNA DUE2017	2/10/2017	Dues for Chief: National and AZ Chapters 2017	70	
10511402	105465	2/15/2017	TERRY TRYON	REIM 12717	1/27/2017	Reimbursement for Business Lunch-Casa Grande PD	36.46	
Sub Total								4161.1
Police Support								
10512207	105510	2/21/2017	LANGUAGE LINE SERVICES	4001484	1/31/2017	Language Line Services	19.73	
10512210	105444	2/15/2017	Canyon State Wireless	MA2016-17	10/20/2016	Annual Maint. Agreement 7/1/16 - 6/30/17	10000	
10512215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	2573.64	
10512215	105483	2/17/2017	SOUTHWEST GAS CORPORATION	VARIOUS 2/17	2/8/2017	Service to Police Evidence/Data Center 200 E 6th Stre	71.76	
10512301	105384	2/9/2017	OFFICE DEPOT INC	865841688-001	9/19/2016	Credit	-3.9	
10512301	105384	2/9/2017	OFFICE DEPOT INC	894673472-001	1/16/2017	Supplies: files, pens, cartridges...	406.48	
10512301	105466	2/15/2017	The Office Center Inc.	0117851-001	2/1/2017	dry erase board	138.99	
10512401	105442	2/15/2017	Biddle Counsulting Group, Inc.	53401	2/7/2017	Criticall Renewal	439	
10512401	105520	2/21/2017	Public Safety Software Group	VIMSDUES2017	2/16/2017	Dues for VIMS renewal	384	
10512403	105567	2/23/2017	Inside the Tape	2@295221-2317	2/16/2017	Registration for Contreras= 295.00	295	
10512403	105575	2/23/2017	KENNETH CONTRERAS	221-23/17	2/21/2017	per diem for training: 2/21-23/17	45	
Sub Total								14369.7
Police Volunteer Svcs								
10513209	105325	2/1/2017	Day Auto Supply, Inc	703611	1/17/2017	Shop towels & brakleen for Shop	30.12	
10513209	105325	2/1/2017	Day Auto Supply, Inc	703852	1/19/2017	Acetylene Gas for Fleet	12.68	
10513209	105325	2/1/2017	Day Auto Supply, Inc	703866	1/19/2017	Floor dry for Fleet	4.92	
10513209	105409	2/10/2017	Day Auto Supply, Inc	704925	1/31/2017	3/8 wire loom for Fleet"	4.53	
10513209	105498	2/21/2017	Day Auto Supply, Inc	705222	2/3/2017	Moly Grease for Fleet	20.25	
10513209	105498	2/21/2017	Day Auto Supply, Inc	705637	2/8/2017	Tire lube for Fleet	5.18	
10513209	105609	2/24/2017	A & M NUT & BOLT	288498	2/23/2017	Monk hand cleaner towels for Fleet	25.17	
Sub Total								102.85
Police Operations								
10514209	105325	2/1/2017	Day Auto Supply, Inc	702984	1/10/2017	Oil & filters for PD G-032ET (patrol)	98.99	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703117	1/11/2017	Ignition coil for PD G-419FF (patrol)	41.36	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703216	1/12/2017	Oil for PD G-032ET (patrol)	11.94	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703219	1/12/2017	Coolant for PD G-032ET (patrol)	19.56	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703226	1/12/2017	Wiper blades, oil & filter for PD G-987GB (patrol)	71.09	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703611	1/17/2017	Shop towels & brakleen for Shop	30.12	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703718	1/18/2017	Oil filter & Oil for PD G-096FR (patrol)	35.84	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703728	1/18/2017	Rear brake rotors & Pads	261.29	
10514209	105325	2/1/2017	Day Auto Supply, Inc	703826	1/19/2017	Brake Caliper Hardware Kit	14.76	

10514209	105325	2/1/2017	Day Auto Supply, Inc	703852	1/19/2017	Acetylene Gas for Fleet	12.68
10514209	105325	2/1/2017	Day Auto Supply, Inc	703866	1/19/2017	Floor dry for Fleet	4.92
10514209	105325	2/1/2017	Day Auto Supply, Inc	703885	1/19/2017	Credit	-7.38
10514209	105366	2/9/2017	Day Auto Supply, Inc	704858	1/31/2017	Oil & Filters for PD G-778HM (patrol)	53.14
10514209	105380	2/9/2017	LONG STAR AUTO GLASS SERVICES	1506	2/1/2017	Replace windshield on PD G-870GE (patrol)	239.59
10514209	105409	2/10/2017	Day Auto Supply, Inc	704445	1/26/2017	Intake manifold for PD G-043FM (patrol)	420.72
10514209	105409	2/10/2017	Day Auto Supply, Inc	704466	1/26/2017	Thermostat & gasket for PD G-043FM (patrol)	57.09
10514209	105409	2/10/2017	Day Auto Supply, Inc	704488	1/26/2017	Water pump for PD G-043FM (patrol)	73.97
10514209	105409	2/10/2017	Day Auto Supply, Inc	704505	1/26/2017	Spark plug & boots for PD G-043FM (patrol)	69.39
10514209	105409	2/10/2017	Day Auto Supply, Inc	704645	1/27/2017	Hood lift support for PD G-043FM (patrol)	42.37
10514209	105409	2/10/2017	Day Auto Supply, Inc	704735	1/30/2017	Oil cooler line for PD G-043FM (patrol)	31.31
10514209	105409	2/10/2017	Day Auto Supply, Inc	704743	1/30/2017	Oil filter adapter for PD G-043FM (patrol)	17.57
10514209	105409	2/10/2017	Day Auto Supply, Inc	704903	1/31/2017	Coolant fpr PD G-043FM (patrol)	19.56
10514209	105409	2/10/2017	Day Auto Supply, Inc	704923	1/31/2017	Radiator hoses for PD G-043FM (patrol)	105.06
10514209	105409	2/10/2017	Day Auto Supply, Inc	704925	1/31/2017	3/8 wire loom for Fleet"	4.53
10514209	105498	2/21/2017	Day Auto Supply, Inc	705222	2/3/2017	Moly grease for Fleet	20.25
10514209	105498	2/21/2017	Day Auto Supply, Inc	705520	2/7/2017	Oil & filter for PD G-870GE (patrol)	59.61
10514209	105498	2/21/2017	Day Auto Supply, Inc	705637	2/8/2017	Tire lube for Fleet	5.18
10514209	105498	2/21/2017	Day Auto Supply, Inc	705821	2/9/2017	Headlight assy. for PD G-28ET (patrol)	143.16
10514209	105498	2/21/2017	Day Auto Supply, Inc	706084	2/13/2017	Trans fluid for PD G-413FF (patrol)	17.25
10514209	105513	2/21/2017	LONG STAR AUTO GLASS SERVICES	1518	2/9/2017	Frt windshield for PD G-028ET (patrol)	270.63
10514209	105609	2/24/2017	A & M NUT & BOLT	288498	2/23/2017	Monk hand cleaner towels for Fleet	25.17
10514210	105444	2/15/2017	Canyon State Wireless	MA2016-17	10/20/2016	Annual Maint. Agreement	14960
10514302	105462	2/15/2017	Phoenix EZ-Keys	14590	2/12/2017	Lock for Drug Box	97.01
10514304	105471	2/15/2017	UNIVERSAL POLICE SUPPLY INC	203187	1/6/2017	Uniform for Academy	32.32
10514401	105458	2/15/2017	National Canine Tracking System	REGDUESKPRUSS	2/10/2017	Dues for Officer Murphy K-9	100
10514403	105474	2/15/2017	WILLIAM TANNER FOSTER	209/17	1/19/2017	per diem for training 2/9/17	15
10514403	105544	2/23/2017	Daniel Helsdingen	221-23/17	2/13/2017	Per Diem for Training: 2/21-23/17	45
10514403	105567	2/23/2017	Inside the Tape	2@295221-2317	2/16/2017	Registration for Homicide Training: 2 persons @ 295 e	590
10514403	105583	2/23/2017	LISA GASTON	221-23/17	2/21/2017	per diem for training: 2/21-23/17	45
10514403	105598	2/23/2017	TERRY TRYON	221-23/17	2/21/2017	per diem for training: 2/21-23/17	45
Sub Total							18200.05
Fire Adminstration							
10515201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	831.95
10515207	105383	2/9/2017	NATIONAL FIRE PROTECTION ASSOC	6837082X	2/1/2017	annual subscription for NFCSS all access	1345.5
10515207	105393	2/9/2017	TargetSolutions Learning, LLC	INV00018298	1/24/2017	annual system subscription	4337
10515215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	1143.04
10515215	105477	2/17/2017	BIA	42752	2/1/2017	104233-electric	189.25
10515217	105416	2/10/2017	Nu-Trend Architectural SVCS LLC	1220161	1/2/2017	Plan Review and One-Stop Shop Services	2040
10515217	105516	2/21/2017	Nu-Trend Architectural SVCS LLC	120171	2/2/2017	Plan Review and One-Stop Shop Services	880
10515217	105516	2/21/2017	Nu-Trend Architectural SVCS LLC	120171	2/2/2017	Professional Services for Community Development an	2640
10515403	105379	2/9/2017	JOHN KEMP	206-10/17	2/1/2017	per Diam for Fire plan examiner I class	75
10515408	105406	2/10/2017	CNA Surety Direct Bill	68835882.12	2/1/2017	southwest risk services	150
Sub Total							13631.74

Fire Station #1					
10516209	105392	2/9/2017	Superstition Fire & Medical District	3929	1/25/2017 maintenance on shop 131 430.7
10516209	105392	2/9/2017	Superstition Fire & Medical District	3930	1/25/2017 Maintenance shop 138 labor, filters, clamps, oil, DEF, 5912.29
10516209	105409	2/10/2017	Day Auto Supply, Inc	705085	2/2/2017 Oil & filter for FD G-964GH 47.87
10516312	13117	2/17/2017	Honeywell Analytics Inc.	013117 STMT	1/11/2017 Possicheck USB upgrade. 1300
10516312	105398	2/9/2017	UNITED FIRE EQUIPMENT CO.	654988	1/10/2017 turnouts and 963 for new recruit 2850.69
10516403	105403	2/10/2017	ALFRED I. GAMEROS JR.	TRAIN-206-07/17	1/30/2017 per diam for Flashover Train the Trainer training 30
Sub Total					10571.55
Fire Station #2					
10517201	105349	2/3/2017	CENTURYLINK	FIRE-7347 217	1/19/2017 Fire line Hunt Hwy-7347 205.5
10517203	105394	2/9/2017	Toshiba Business Solutions,USA	13382548	1/20/2017 Maintenance Agreement Copier 204.78
10517212	105481	2/17/2017	Johnson Utilities	13808101 217	2/5/2017 water for landscaping station #2 71.08
10517212	105481	2/17/2017	Johnson Utilities	3808201 217	2/5/2017 water at station #2 279.03
10517215	105391	2/9/2017	SOUTHWEST GAS CORPORATION	FIREHUNT 217	2/1/2017 Hunt Hwy-Gas 114.3
10517215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017 ELECTRIC 848.6
10517304	105398	2/9/2017	UNITED FIRE EQUIPMENT CO.	655076	1/11/2017 annual uniform allowance Bruin 245.1
10517304	105398	2/9/2017	UNITED FIRE EQUIPMENT CO.	655735	1/20/2017 annual uniform allowance Mahoney 385.29
10517312	105398	2/9/2017	UNITED FIRE EQUIPMENT CO.	655001	1/10/2017 new turn outs and 962 for new recruit 3418.38
10517403	13117	2/17/2017	National Emergency Testing Center	013117 STMT	1/20/2017 Meal Ticket for Bruin's class @ National Emergency Tr 164.5
10517403	105432	2/10/2017	WILLIAM S. BRUIN III	TRAIN-206-07/17	2/9/2017 per diam for flashover train the trainer training 30
Sub Total					5966.56
Information Technology					
10519201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017 Cell phones 347.75
10519202	13117	2/17/2017	U. S. Post Master	013117 STMT	1/5/2017 Purchase Usps Po 0328860255 (return shipment of fa 9.75
10519207	13117	2/17/2017	COMODO	013117 STMT	1/24/2017 Purchase Paypal (SSL Certificate previously through Gi 149.62
10519207	13117	2/17/2017	DOT.GOV DOMAIN	013117 STMT	1/17/2017 Purchase Vsn*dotgovregistration (FLORENCEAZ.GOV I 400
10519207	13117	2/17/2017	RAMNODE.COM	013117 STMT	1/21/2017 Purchase Ramnode Llc (Town Website Hosting Plan) 85
10519207	13117	2/17/2017	SendGrid	013117 STMT	1/1/2017 Purchase Sendgrid for Town Website SMS Service 1.85
10519209	105325	2/1/2017	Day Auto Supply, Inc	703948	1/20/2017 Brake Drums for IT-001 53.48
10519211	13117	2/17/2017	AMAZON.COM	013117 STMT	1/26/2017 Purchase Amazon Mktplace Pmts (Desk Phone(addtnl 139.9
10519211	13117	2/17/2017	AMAZON.COM	013117 STMT	1/26/2017 Purchase Amazon Mktplace Pmts (USB Thumb Drives 29.49
10519222	105407	2/10/2017	COX BUSINESS	204998001 117	1/22/2017 Monthly Internet 940
10519323	13117	2/17/2017	ADOBE SYSTEMS INCORPORATED	013117 STMT	1/29/2017 Purchase Adobe *creative Cloud (Adobe Software Suii 54.34
10519323	13117	2/17/2017	ENVATO	013117 STMT	1/26/2017 Purchase Envatomarket32901654 (Town Website Wo 50
10519323	13117	2/17/2017	NETWORK SOLUTIONS, LLC	013117 STMT	1/3/2017 Purchase at Network Solutions for VISITFLORENCEAZ.I 37.99
10519323	13117	2/17/2017	Zoho Corporation	013117 STMT	1/4/2017 Purchase Zoho Corporation (IT Helpdesk Software ASS 348
10519410	13117	2/17/2017	AMAZON.COM	013117 STMT	1/7/2017 Purchase Amazon Mktplace Pmts (Channel 11 Keyboa 8.99
10519410	13117	2/17/2017	AMAZON.COM	013117 STMT	1/7/2017 Purchase Amazon Mktplace Pmts (Channel 11 SDI add 137.75
Sub Total					2793.91
Fitness Center					
10520208	105618	2/24/2017	David J. DeFeo dba	1340	2/21/2017 Treadmill repairs 150
10520215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017 ELECTRIC 229.22
10520215	105483	2/17/2017	SOUTHWEST GAS CORPORATION	VARIOUS 2/17	2/8/2017 GAS-Fitness Cener 31.13

10520302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227716	1/27/2017	Operating Supplies	75.31
10520302	105412	2/10/2017	GLOBAL EQUIPMENT CO., INC.	110579366	1/30/2017	Hoover CH54015 Upright Vacuum	289
10520302	105426	2/10/2017	THE WATER SHED	10152	1/17/2017	DRINKING WATER FOR FITNESS CENTER STAFF	13.16
10520302	105430	2/10/2017	WAXIE SANITARY SUPPLY	76479399	1/27/2017	Janitorial Supplies for Fitness Center	353.23
10520335	105487	2/21/2017	Advanced Healthstyles Fitness Equipment	26895	2/7/2017	Difference in Invoice PO #45827	445.33
Sub Total							1586.38
Parks & Recreation Admin							
10521201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	144.31
10521203	105526	2/21/2017	Toshiba Business Solutions,USA	13429601	2/7/2017	Parks and Recreation Copier 36847	470.29
10521301	105338	2/1/2017	OFFICE DEPOT INC	891219693-001	2/4/2017	Desktop Calendar	6.59
10521301	105338	2/1/2017	OFFICE DEPOT INC	891566090-001	2/4/2017	Office supplies: paper, tape, soap	266.32
10521301	105460	2/15/2017	OFFICE DEPOT INC	897926424-001	1/26/2017	Office Supplies: dry erase markers, eraser and whiteb	34.49
10521301	105460	2/15/2017	OFFICE DEPOT INC	897931702-001	1/26/2017	Headphones for Staff to use for webinars.	18.87
10521301	105460	2/15/2017	OFFICE DEPOT INC	899081299-001	1/31/2017	PAPER FOR PLOTTER AT FITNESS CENTER	76.41
10521301	105624	2/24/2017	OFFICE DEPOT INC	892662501-001	1/6/2017	White address labels	23.82
10521335	105487	2/21/2017	Advanced Healthstyles Fitness Equipment	26895	2/7/2017	payment for 2 new treadmills	5978.72
10521444	105340	2/1/2017	PETTY CASH - PARKS	72916-112116	1/25/2017	Christmas Decor for Main St. Light Poles	47.17
Sub Total							7066.99
Parks Maintenance							
10522201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	72.98
10522207	105492	2/21/2017	Arizona's Best Choice Pest & Termite Svc	521705	1/2/2017	HERITAGE PARK GOPHER SERVICE	185
10522207	105492	2/21/2017	Arizona's Best Choice Pest & Termite Svc	524428	1/9/2017	HERITAGE PARK GOPHER SERVICE	185
10522207	105492	2/21/2017	Arizona's Best Choice Pest & Termite Svc	525229	1/23/2017	HERITAGE PARK GOPHER SERVICE	185
10522207	105492	2/21/2017	Arizona's Best Choice Pest & Termite Svc	525230	1/30/2017	HERITAGE PARK GOPHER SERVICE	185
10522207	105612	2/24/2017	Arizona's Best Choice Pest & Termite Svc	526452	2/6/2017	HERITAGE PARK GOPHER SERVICE	185
10522207	105612	2/24/2017	Arizona's Best Choice Pest & Termite Svc	528754	2/13/2017	HERITAGE PARK GOPHER SERVICE	185
10522209	105409	2/10/2017	Day Auto Supply, Inc	704898	1/31/2017	Headlight for PR-004	10.75
10522209	105498	2/21/2017	Day Auto Supply, Inc	705636	2/8/2017	Oil & filters for PR-007	53.12
10522209	105623	2/24/2017	Manatee Tire & Auto Inc., dba	165354	2/22/2017	4 Tires for PR-007	399.76
10522211	105364	2/9/2017	Crescent Electric Supply Co.	S503126632.001	2/1/2017	Repairs to Area Lighting at Padilla Park	53.42
10522215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	2689.11
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227423	1/11/2017	Supplies for Park Maintenance	31.59
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227427	1/12/2017	Supplies for Park Maintenance	32.98
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227454	1/13/2017	Supplies for Park Maintenance	6.48
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227572	1/19/2017	Supplies for Park Maintenance	6.3
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227626	1/23/2017	Supplies for Park Maintenance	15.63
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	2276582	1/24/2017	Supplies for Park Maintenance	9.47
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227660	1/25/2017	Supplies for Park Maintenance	-9.47
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227661	1/25/2017	Supplies for Park Maintenance	10.52
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227689	1/26/2017	Supplies for Park Maintenance	47.48
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227698	1/26/2017	Supplies for Park Maintenance	39.11
10522302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227750	1/30/2017	Supplies for Park Maintenance	10.5
10522317	105316	2/1/2017	ARIZONA STATE PRISON-FLORENCE	A04117B20161222	1/17/2017	INMATE LABOR McFarland/Police station/ Town Hall	40
10522317	105316	2/1/2017	ARIZONA STATE PRISON-FLORENCE	A04118B20170105	1/12/2017	INMATE LABOR McFarland/Police station/ Town Hall	24

10522317	105333	2/1/2017	HOME DEPOT CREDIT SERVICES	7027027	1/26/2017	Flowers for Main St. planters	69.61
10522317	105405	2/10/2017	ARIZONA STATE PRISON-FLORENCE	A04115B20170119	1/24/2017	INMATE LABOR/WORK PROGRAM- Parks and Recreati	44
10522317	105440	2/15/2017	B & BW Enterprises, Inc.	7532	2/3/2017	Application of preventive herbicides to Heritage Park	1996.52
10522317	105440	2/15/2017	B & BW Enterprises, Inc.	7533	2/3/2017	Application of preventive herbicides to Aquatic/Librar	2428.32
10522317	105490	2/21/2017	ARIZONA STATE PRISON-FLORENCE	A04115A201700202	2/7/2017	INMATE LABOR/WORK PROGRAM A04117B 2016122	40
10522317	105490	2/21/2017	ARIZONA STATE PRISON-FLORENCE	A04115B20170202	2/7/2017	INMATE LABOR/WORK PROGRAM A04115B 20170202	68
10522317	105501	2/21/2017	EWING	2770860	2/3/2017	field marking paint	167.95
10522403	105315	2/1/2017	ARIZONA PARKS AND	7489	1/26/2017	Certified Playground Safety Course and Exam - M. Lop	595
Sub Total							10063.13
Community Center Facility							
10523201	105363	2/9/2017	COX BUSINESS	228541501 217	2/21/2017	Monthly Internet	121.88
10523207	105357	2/9/2017	Automated Environments	106162	1/24/2017	Repair Crestron Touchpad; Reprogram computer cart	1107.95
10523215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	3305.96
10523302	105340	2/1/2017	PETTY CASH - PARKS	72916-112116	1/25/2017	Batteries for Microphones	2.99
10523302	105340	2/1/2017	PETTY CASH - PARKS	72916-112116	1/25/2017	Serving spoons,can openers and kitchen knives	14.78
10523302	105412	2/10/2017	GLOBAL EQUIPMENT CO., INC.	110565757	1/26/2017	Rolling Magnetic Dry Erase Whiteboard 96x40	328.95
10523302	105426	2/10/2017	THE WATER SHED	10153	1/17/2017	DRINKING WATER FOR COMMUNITY CENTER STAFF	13.16
10523302	105426	2/10/2017	THE WATER SHED	9868	1/30/2017	DRINKING WATER FOR COMMUNITY CENTER STAFF	19.75
10523335	105616	2/24/2017	Brady Industries, LLC	5311767	1/9/2017	Rubbermaid- Silhouette Trash/Recycle Receptacles	1452.07
10523335	105616	2/24/2017	Brady Industries, LLC	5315240	1/12/2017	Rubbermaid- Silhouette Trash/Recycle Receptacles	1815.09
10523401	13117	2/17/2017	MOOD MEDIA CORPORATE	013117 STMT	1/11/2017	Pandora Music Subscription - Library and Community	29.3
10523408	105456	2/15/2017	MATERIAL PROMOTIONS, INC.	08-0003663	1/26/2017	Banners for Main Street	2272.58
Sub Total							10484.46
Aquatics Programs							
10524201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	Pks/Rec-0265	309.42
10524201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	17.89
10524215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	4054.59
10524215	105483	2/17/2017	SOUTHWEST GAS CORPORATION	VARIOUS 2/17	2/8/2017	174 W 1st-Aquatics	49.24
10524310	105332	2/1/2017	HILL BROTHERS CHEMICAL CO,	50903187	9/20/2016	Pool Chemicals - Muriatic Acid	1416.11
10524401	13117	2/17/2017	MOOD MEDIA CORPORATE	013117 STMT	1/11/2017	Pandora Music Subscription - Aquatic Center	29.3
Sub Total							5876.55
Recreation Programs							
10525201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	153.31
10525209	105414	2/10/2017	LONG STAR AUTO GLASS SERVICES	1507	2/1/2017	Replace frt windshield for PR-010	281.27
10525302	13117	2/17/2017	pickleballcentral.com	013117 STMT	1/26/2017	Portable Pickleball Nets and Tape	755.91
10525302	105311	2/1/2017	A & M PIZZA	TIC-77107	1/18/2017	food for Mother/Son dance	206.06
10525302	105340	2/1/2017	PETTY CASH - PARKS	72916-112116	1/25/2017	Snacks for BB&AB- Florence	3.06
10525302	105340	2/1/2017	PETTY CASH - PARKS	72916-112116	1/25/2017	Supplies for BB&AB project- Vinegar	5.61
10525302	105412	2/10/2017	GLOBAL EQUIPMENT CO., INC.	110582217	1/31/2017	Diameter	246.3
10525302	105429	2/10/2017	WALMART COMMUNITY # 0005 7118	11936	1/11/2017	Before and After the Bell Supplies	484.29
10525302	105429	2/10/2017	WALMART COMMUNITY # 0005 7118	TR02455	1/19/2017	Supplies for monther son dance	92.86
10525302	105429	2/10/2017	WALMART COMMUNITY # 0005 7118	TR05236	1/27/2017	supplies for Spring sports	123.86
10525302	105429	2/10/2017	WALMART COMMUNITY # 0005 7118	TR05237	1/27/2017	Supplies and Awards for Cornhole Cup	179.62

10525302	105429	2/10/2017 WALMART COMMUNITY # 0005 7118	TR09000	1/30/2017 supplies for Spring sports	68.77
10525302	105486	2/21/2017 A & M PIZZA	ORDER-80154	2/10/2017 Food for the Father Daughter Dance	454.3
10525302	105496	2/21/2017 BSN Sports, LLC	98664928	1/18/2017 Shin Guards and Socks For Soccer	455.4
10525302	105496	2/21/2017 BSN Sports, LLC	98690509	1/26/2017 Goals For soccer	1437.81
10525302	105496	2/21/2017 BSN Sports, LLC	98708340	2/1/2017 Shin Guards and Socks For Soccer	17.3
10525302	105499	2/21/2017 Discount School Supply	P35238840102	1/12/2017 Before and After the Bell Program	510
10525302	105525	2/21/2017 SURF & SKI ENTERPRISES	149568	2/7/2017 Shirts for soccer	945.45
10525302	105530	2/21/2017 WALMART COMMUNITY # 0005 7118	TR00106	2/14/2017 Before and After the Bell Supplies	85.53
10525302	105530	2/21/2017 WALMART COMMUNITY # 0005 7118	TR00194	2/9/2017 supplies for Father Daughter Gala	98.8
10525403	105506	2/21/2017 JOHN NIXON	APRA-13117	2/1/2017 Reimbursement for mileage- APRA Sports Roundtable	52.97
Sub Total					6658.48
Special Events					
10526201	105400	2/9/2017 Verizon Wireless	977908337	1/21/2017 Cell phones	53.78
10526217	105505	2/21/2017 JASON REYNOLDS	TF-117-002	2/1/2017 Graphic design for Home Tour Book and Event poster:	900
10526222	105611	2/24/2017 Arizona Bounce Around, Inc.	1727536	10/31/2016 Inflatable, Stage and attendant for 2016 Fright Fest	1734.22
10526302	105388	2/9/2017 Sherri L. Eubanks	5948	1/27/2017 Banners for Home Tour	77.98
10526302	105429	2/10/2017 WALMART COMMUNITY # 0005 7118	TR02454	1/19/2017 Candy for Halloween Fright Fest Event	10.4
10526302	105530	2/21/2017 WALMART COMMUNITY # 0005 7118	TR-00196	2/9/2017 Candy for Halloween Fright Fest Event	46.74
10526407	13117	2/17/2017 Facebook	013117 STMT	1/1/2017 Social Media Boost - Christmas on Main NYE Block Par	160.26
10526407	105425	2/10/2017 TERRITORIAL NEWS	11992	1/25/2017 HOME TOUR ADVERTISING	55
Sub Total					3038.38
Senior Center					
10528201	105400	2/9/2017 Verizon Wireless	977908337	1/21/2017 Cell phones	35.78
10528201	105541	2/23/2017 COX BUSINESS	235531701 217	2/10/2017 digital adapters	3.14
10528208	105366	2/9/2017 Day Auto Supply, Inc	703722	1/18/2017 Supplies for vehicles and inspection	49.4
10528208	105369	2/9/2017 Desert Appliance Repair	1408	1/24/2017 Repair Stove; Replace Ignitor	108
10528211	105366	2/9/2017 Day Auto Supply, Inc	703722	1/18/2017 Supplies for vehicles and inspection	55.97
10528215	105475	2/17/2017 ARIZONA PUBLIC SERVICE	42752	2/3/2017 ELECTRIC	1055.52
10528215	105483	2/17/2017 SOUTHWEST GAS CORPORATION	VARIOUS 2/17	2/8/2017 SR CTR NATURAL GAS	87.91
10528217	13117	2/17/2017 OAKLAND A'S	013117 STMT	1/11/2017 Tickets for Spring Training Game for Senior Center	336.25
10528217	13117	2/17/2017 ODYSSEA SEA LIFE	013117 STMT	1/9/2017 Admission to Odyssea Aquarium for Seniors.	781.29
10528301	105384	2/9/2017 OFFICE DEPOT INC	894417253-001	1/13/2017 Office supplies	284.27
10528302	105386	2/9/2017 PINAL NUTRITION PROGRAM	43086	1/31/2017 Meals for December	860.68
10528302	105419	2/10/2017 SMART & FINAL STORES CORP	137939	1/9/2017 Supplies for meals	225.85
10528302	105426	2/10/2017 THE WATER SHED	10059	1/3/2017 Water & Ice	11.82
10528302	105426	2/10/2017 THE WATER SHED	10089	1/9/2017 Water & Ice	9.05
10528302	105426	2/10/2017 THE WATER SHED	10235	1/23/2017 Water & Ice	18.1
10528302	105429	2/10/2017 WALMART COMMUNITY # 0005 7118	9402	1/23/2017 Supplies	98.18
10528302	105429	2/10/2017 WALMART COMMUNITY # 0005 7118	9402	1/23/2017 Supplies for meals	19.72
10528302	105429	2/10/2017 WALMART COMMUNITY # 0005 7118	9402	1/23/2017 Supplies for meals	77.28
10528302	105429	2/10/2017 WALMART COMMUNITY # 0005 7118	TR07759	1/9/2017 Supplies for kitchen	189.19
10528302	105518	2/21/2017 PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017 Bingo	12.06
10528302	105518	2/21/2017 PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017 Bingo	33.85
10528302	105518	2/21/2017 PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017 Bingo Prizes	9.62

10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Bingo prizes	13.35
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Bingo Prizes	14.99
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Bingo supplies	2.04
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Bingo supplies	6.9
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Decoraton for Christmas	19.16
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Dollar General	5.1
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Kitchen paper goods	11.59
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Supplies for Bingo	7.17
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Supplies for meals	4.01
10528302	105518	2/21/2017	PETTY CASH - SENIOR CENTER	112916-12517	2/15/2017	Supplies for meeting	5.01
10528302	105530	2/21/2017	WALMART COMMUNITY # 0005 7118	4042	2/4/2017	Supplies for the kitchen	92.65
10528302	105530	2/21/2017	WALMART COMMUNITY # 0005 7118	TR04444	2/6/2017	Supplies for the kitchen	87.12
10528311	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227833	2/3/2017	spray paint	14.74
10528312	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227549	1/18/2017	extinguisher for auto utility knife &triangle	36.85
10528444	105419	2/10/2017	SMART & FINAL STORES CORP	137939	1/9/2017	Supplies for Rummage Sale	32.35
10528444	105429	2/10/2017	WALMART COMMUNITY # 0005 7118	TR07759	1/9/2017	Supplies	60.18
10528444	105455	2/15/2017	MAIN STREET VAULT, LLC	SRMEALS21717	2/9/2017	senior meal	175
Sub Total							4951.14
Library							
10529201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	Library-9627	112.32
10529201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	53.78
10529202	105528	2/21/2017	U. S. Post Master	LIBRARY-217	2/17/2017	Postage	1983
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	4011810736	1/18/2017	Books (Fiction)	32.05
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	4011810737	1/18/2017	Books (Youth)	25.86
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	4011810738	1/18/2017	Books (Fiction)	11.99
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	4011810739	1/18/2017	Books (Youth)	10.57
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	4011812637	1/19/2017	Books (Non-Fic) (DVDs)	17.07
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	4011812638	1/19/2017	Books (Non-Fic) (DVDs)	178.62
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	T53446940	1/17/2017	Books (Non-Fic) (DVDs)	67.07
10529308	105358	2/9/2017	BAKER & TAYLOR BOOKS	T53532310	1/19/2017	Books (Non-Fic) (DVDs)	165.1
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011822637	1/31/2017	Books (Youth)	22.91
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011822638	1/31/2017	Books (Fiction)	15.88
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011822639	1/31/2017	Books (Youth)	16.31
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011822640	1/31/2017	Books (Youth)	40.7
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011822641	1/31/2017	Books (Non-Fic) (DVDs)	115.1
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011824528	2/3/2017	Books (Youth)	26.64
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011824529	2/3/2017	Books (Non-Fic) (DVDs)	16.45
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011824530	2/3/2017	Books	177.26
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	4011824531	2/3/2017	Books/Audio	1129.1
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	B42921660	2/2/2017	Compact Disc	13.31
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	T53834570	1/24/2017	Books (Non-Fic) (DVDs)	99.67
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	T54198700	1/31/2017	Books (Non-Fic) (DVDs)	45.36
10529308	105493	2/21/2017	BAKER & TAYLOR BOOKS	T54278390	2/2/2017	Compact Disc	130.31
10529401	105355	2/9/2017	ARIZONA LIBRARY ASSOC.	300001619	2/1/2017	Annual Dues	45
10529401	105488	2/21/2017	AMERICAN LIBRARY ASSOC	1227972 2017	2/15/2017	MEMBERSHIP DUES	137

10529405	105507	2/21/2017	KAYLON HORN	42736	2/2/2017	Daily Mail Run Reimbursement	32.1	
Sub Total								4720.53
Engineering								
10530201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	107.01	
10530207	105342	2/1/2017	Ricoh USA, Inc.	5046549339	1/12/2017	Annual billing for copier maintenance	120.59	
10530209	105409	2/10/2017	Day Auto Supply, Inc	705062	2/2/2017	Oil & filter for ST-079 (marios)	47.48	
10530217	105416	2/10/2017	Nu-Trend Architectural SVCS LLC	1220161	1/2/2017	Plan Review and One-Stop Shop Services	3840	
10530217	105516	2/21/2017	Nu-Trend Architectural SVCS LLC	120171	2/2/2017	Plan Review and One-Stop Shop Services	1760	
Sub Total								5875.08
Facilities Maintenance								
10531207	105328	2/1/2017	Flanigan Customs Elevators	4141	12/12/2016	Annual Service lifts at Silver King and Town Hall	612.5	
10531207	105354	2/9/2017	American Fire Equipment	1-37046	12/31/2016	Annual Extinguisher Service	127.98	
10531207	105354	2/9/2017	American Fire Equipment	TSM378	11/30/2016	Mohave Contract 12H-AFES-0604: Annual Equipment	400.75	
10531207	105469	2/15/2017	UNITED EXTERMINATING	185402	2/2/2017	Exterminating for P/W	45	
10531207	105469	2/15/2017	UNITED EXTERMINATING	185546	2/2/2017	Exterminating for I.T Dept	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186490	2/2/2017	Exterminating for Fire Station 2	45	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186491	2/2/2017	Exterminating for Parks Ground Office	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186492	2/2/2017	Exterminating for McFarland State Pk	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186493	2/2/2017	Exterminating for Silver King	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186494	2/2/2017	Exterminating for Padilla Pk RR	10	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186496	2/2/2017	Exterminating for N&S SWWTP	50	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186497	2/2/2017	Exterminating for C/D Dept	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186498	2/2/2017	Exterminating for Town Hall	50	
10531207	105469	2/15/2017	UNITED EXTERMINATING	186499	2/2/2017	Exterminating for Fire Dept 1	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187975	2/2/2017	Exterminating for Fitness Center	35	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187976	2/2/2017	Exterminating for Senior Ctr	35	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187977	2/2/2017	Exterminating for Police Admin	35	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187980	2/2/2017	Exterminating for Aquatic Equipment	10	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187981	2/2/2017	Exterminating for Cemetery RR	10	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187982	2/2/2017	Exterminating for Jacquez Sq	10	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187983	2/2/2017	Exterminating for Heritage Park	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187984	2/2/2017	Exterminating for Aquatic Ctr	35	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187985	2/2/2017	Exterminating for Brunenkant Bldg	25	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187986	2/2/2017	Exterminating for High Profile RR	10	
10531207	105469	2/15/2017	UNITED EXTERMINATING	187988	2/2/2017	Exterminating for Library Comm Ctr	80	
10531207	105610	2/24/2017	American Fire Equipment	1-37044	12/31/2016	Annual Extinguisher Service-PD Evidence	15	
10531207	105610	2/24/2017	American Fire Equipment	TSM540	12/28/2016	Annual services/ McFarland Park, SWWTP, Library and	400.75	
10531208	105366	2/9/2017	Day Auto Supply, Inc	704535	1/26/2017	Battery for Anthem Tower Generator	102.23	
10531208	105371	2/9/2017	FERRELLGAS	1095190324	2/2/2017	Propane for N Florence Comm Tower	295.51	
10531301	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	0.81	
10531302	105362	2/9/2017	COOLIDGE ACE HARDWARE	145521/2	1/19/2017	Misc. Facilities Maintenance supplies	10.08	
10531302	105362	2/9/2017	COOLIDGE ACE HARDWARE	145656/2	1/25/2017	Misc. Facilities Maintenance supplies	107.66	
10531302	105362	2/9/2017	COOLIDGE ACE HARDWARE	145819/2	2/1/2017	Misc. Facilities Maintenance supplies	89.19	
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227307	1/5/2017	Misc Facilities Maint Operating Supplies	12.79	

10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227314	1/5/2017	Misc Facilities Maint Operating Supplies	3.66
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227334	1/17/2017	Misc Facilities Maint Operating Supplies	28.44
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227338	1/6/2017	credit w.o 1646 u bolt	-28.44
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227339	1/6/2017	Misc Facilities Maint Operating Supplies	11.2
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227400	1/10/2017	Misc Facilities Maint Operating Supplies	28.15
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227415	1/11/2017	Misc Facilities Maint Operating Supplies	37.47
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227433	1/12/2017	Misc Facilities Maint Operating Supplies	5.66
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227508	1/17/2017	Misc Facilities Maint Operating Supplies	56.92
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227509	1/17/2017	Misc Facilities Maint Operating Supplies	48.47
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227544	1/18/2017	credit forf white floodlight w.o 1680	-18.97
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227545	1/18/2017	Misc Facilities Maint Operating Supplies	22.41
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227631	1/23/2017	Misc Facilities Maint Operating Supplies	15.79
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227685	1/25/2017	Misc Facilities Maint Operating Supplies	4.1
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227687	1/26/2017	Misc Facilities Maint Operating Supplies	3.89
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227741	1/30/2017	Misc Facilities Maint Operating Supplies	8.25
10531302	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227742	1/30/2017	Misc Facilities Maint Operating Supplies	11.91
10531302	105447	2/15/2017	COOLIDGE ACE HARDWARE	145941/2	2/6/2017	Misc. Facilities Maintenance supplies	37.03
10531302	105448	2/15/2017	Crescent Electric Supply Co.	S503041364.001	2/6/2017	Misc. electric supplies/ Facilities Maintenance	58.79
10531302	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	226304	11/1/2016	Misc Facilities Maint Operating Supplies	30.7
10531302	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227810	2/1/2017	Misc Facilities Maint Operating Supplies	2.1
10531302	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227829	2/3/2017	Misc Facilities Maint Operating Supplies	15.78
10531302	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227839	2/3/2017	Misc Facilities Maint Operating Supplies	6.85
10531302	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227868	2/6/2017	Misc Facilities Maint Operating Supplies	14.32
10531302	105453	2/15/2017	HOME DEPOT CREDIT SERVICES	1180575	2/1/2017	Operating Supplies needed for Facilities Maintenance	584.77
10531302	105503	2/21/2017	FLORENCE TRUE VALUE HARDWARE	227947	2/9/2017	Blanket PO for Facilities Maintenance needs	32
10531302	105503	2/21/2017	FLORENCE TRUE VALUE HARDWARE	227953	2/9/2017	Blanket PO for Facilities Maintenance needs	32
10531302	105503	2/21/2017	FLORENCE TRUE VALUE HARDWARE	227963	2/10/2017	Blanket PO for Facilities Maintenance needs	44.31
10531302	105619	2/24/2017	HOME DEPOT CREDIT SERVICES	770882	1/12/2017	Light bulbs and one ventilator fan motor	74.01
10531304	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	0.81
10531304	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	0.81
10531304	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	0.81
10531304	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	0.81
10531304	105535	2/23/2017	BC GRAPHICS	108211	2/16/2017	Uniform shirts for Custodial Maint. Workers - Bahme/	449.38
10531304	105614	2/24/2017	BC GRAPHICS	108212	2/16/2017	Uniform Shirts for Custodial Maint. Worker - Glenn Jo	234.58
10531311	13117	2/17/2017	AMAZON.COM	013117 STMT	1/27/2017	Amazon: 3-pack of yellow jacket mini ball valves (Item	50
10531311	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227295	1/5/2017	Small Tools for Facilities Maintenance	8.41
10531311	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227830	2/3/2017	Small Tools for Facilities Maintenance	11.4
10531314	105508	2/21/2017	KELLEY BROS of AZ Inc	30-102449	2/10/2017	Door, frame, hinges and clips for Facilities Storage Ro	613.59
10531316	105361	2/9/2017	Clemans Plumbing	5973	1/24/2017	Call outs for plumbing services	220
10531316	105396	2/9/2017	TRI DIM FILTER CORPORATION	1853982-1	1/31/2017	Air conditioner filters for Facilities Maintenance	466.81
10531316	105397	2/9/2017	UNITED EXTERMINATING	188669	1/6/2017	Cover spot termite treatment at the Police Admin Bui	320
Sub Total							6384.23
General Government							
10532201	105349	2/3/2017	CENTURYLINK	8933 0236 1/17	1/16/2017	Tn Fire Alarm-0236	50.21
10532201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	Tn Main Line-7500	83.84

10532201	105478	2/17/2017	CENTURYLINK	2LINES 217	2/1/2017	911 locator-0238	78.71
10532201	105478	2/17/2017	CENTURYLINK	2LINES 217	2/1/2017	Trunkline-0118	684.52
10532201	105480	2/17/2017	inContact, Inc.	582431	2/9/2017	Telephone	404.74
10532214	105349	2/3/2017	CENTURYLINK	8933 0236 1/17	1/16/2017	Bailey-8933	149.27
10532214	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	SK Alarm-0705	150.63
10532214	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	685.29
10532215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	3794.17
10532314	105426	2/10/2017	THE WATER SHED	10090	1/9/2017	Water & Ice	23.86
10532314	105426	2/10/2017	THE WATER SHED	10150	1/17/2017	Water & Ice	13.16
10532314	105426	2/10/2017	THE WATER SHED	10151	1/30/2017	Water & Ice	26.32
10532314	105426	2/10/2017	THE WATER SHED	10236	1/23/2017	Water & Ice	12.07
10532314	105484	2/17/2017	WALMART COMMUNITY # 0005 7118	TR01132	2/7/2017	Supplies for kitchen	15.09
10532408	105336	2/1/2017	KIM A. HUNTER	42736	1/26/2017	Teen Leadership and Programming	4000
10532410	105485	2/17/2017	PINAL COUNTY TREASURER	DEL-TAXES 84PROP	2/17/2017	84-delinquent property tax on TOF owned properties	171134.02
10533211	105415	2/10/2017	LOWE'S	15357057	1/25/2017	Fencing poles, panel and mounting brackets for Ceme	94.25
10533302	13117	2/17/2017	SAM'S CLUB #4927	013117 STMT	1/5/2017	Sam's: two flags and two lights for Cemetery flag pole	140.37
10533317	105436	2/15/2017	ARIZONA STATE PRISON-FLORENCE	A04117A20161222	1/17/2017	INMATE LABOR / CEMETERY	6
10551201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	McFarland Alarm-8030	50.21
10551201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	54.52
10551401	105531	2/23/2017	AAED	300001729	11/17/2016	2017 Membership Dues	273
10551402	105413	2/10/2017	JENNIFER EVANS	REF-123-127/17	1/30/2017	Parking at Economic Conference	60
Sub Total:							181984.25

HURF

12518201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	527.88
12518209	105325	2/1/2017	Day Auto Supply, Inc	702608	1/5/2017	Floor mat for ST-009	21.73
12518209	105325	2/1/2017	Day Auto Supply, Inc	703324	1/13/2017	Thermostat for ST-007	27.71
12518209	105325	2/1/2017	Day Auto Supply, Inc	703603	1/17/2017	Air & oil filters for ST-005	30.86
12518209	105325	2/1/2017	Day Auto Supply, Inc	703611	1/17/2017	Shop towels & braklee for Shop	30.12
12518209	105325	2/1/2017	Day Auto Supply, Inc	703684	1/18/2017	Battery for ST-015	54.88
12518209	105325	2/1/2017	Day Auto Supply, Inc	703691	1/18/2017	Battery for ST-055	232.44
12518209	105325	2/1/2017	Day Auto Supply, Inc	703807	1/19/2017	Tarp straps for ST-023	4.02
12518209	105325	2/1/2017	Day Auto Supply, Inc	703848	1/19/2017	Wiper blades for ST-011	21.72
12518209	105325	2/1/2017	Day Auto Supply, Inc	703849	1/19/2017	Battery disconnect for ST-055	25.49
12518209	105325	2/1/2017	Day Auto Supply, Inc	703852	1/19/2017	Acetylene Gas for Fleet	12.68
12518209	105325	2/1/2017	Day Auto Supply, Inc	703866	1/19/2017	Floor dry for Fleet	4.92
12518209	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227548	1/18/2017	Chains for tool box doors for ST-055	5.64
12518209	105366	2/9/2017	Day Auto Supply, Inc	703785	1/18/2017	Seat cover for ST-009	162
12518209	105366	2/9/2017	Day Auto Supply, Inc	704477	1/26/2017	Backup Alarm for ST-023	39.12
12518209	105366	2/9/2017	Day Auto Supply, Inc	704830	1/31/2017	Disconnect switch for ST-055	52.1
12518209	105366	2/9/2017	Day Auto Supply, Inc	705001	2/1/2017	Return & restock fee for seat cover for ST-009	-143.52
12518209	105408	2/10/2017	FLORENCE AUTO TINT	391091	2/3/2017	R&R Widow tint for ST-013 & ST-014	140
12518209	105409	2/10/2017	Day Auto Supply, Inc	704897	1/31/2017	Wire, fuse holder for ST-055	64.72
12518209	105409	2/10/2017	Day Auto Supply, Inc	704921	1/31/2017	Fuel tank sending unit for ST-023	396.61
12518209	105409	2/10/2017	Day Auto Supply, Inc	704925	1/31/2017	3/8 wire loom for Fleet"	4.53
12518209	105409	2/10/2017	Day Auto Supply, Inc	704959	2/1/2017	Protective caps for ST-055	11.74

12518209	105409	2/10/2017	Day Auto Supply, Inc	705038	2/1/2017	Oil & filters for ST-061	238.06
12518209	105411	2/10/2017	FREIGHTLINER ARIZONA, LLC	X002339593.01	2/2/2017	Fuel Filter for ST-061	72.1
12518209	105494	2/21/2017	BERGKAMP INC.	24810	2/6/2017	Temperature control valve	390.16
12518209	105498	2/21/2017	Day Auto Supply, Inc	704887	1/31/2017	Red marker lamps fpr ST-010	31.52
12518209	105498	2/21/2017	Day Auto Supply, Inc	705214	2/3/2017	Canister purge valve	48.92
12518209	105498	2/21/2017	Day Auto Supply, Inc	705222	2/3/2017	Molly grease for Fleet	20.25
12518209	105498	2/21/2017	Day Auto Supply, Inc	705382	2/6/2017	Air cleaner cover for ST-029	191.8
12518209	105498	2/21/2017	Day Auto Supply, Inc	705637	2/8/2017	Tire lube for Fleet	5.18
12518209	105498	2/21/2017	Day Auto Supply, Inc	705648	2/8/2017	Tailgate handel bezel for ST-029	6.85
12518209	105498	2/21/2017	Day Auto Supply, Inc	705658	2/8/2017	A/C Blower motor for ST-027	57.06
12518209	105498	2/21/2017	Day Auto Supply, Inc	705671	2/8/2017	Battery for ST-027	223.84
12518209	105498	2/21/2017	Day Auto Supply, Inc	705679	2/8/2017	Shifter indicator for ST-029	47.23
12518209	105498	2/21/2017	Day Auto Supply, Inc	705750	2/9/2017	Blower resistor for ST-027	21.79
12518209	105498	2/21/2017	Day Auto Supply, Inc	705769	2/9/2017	A/C blower for ST-027	24.03
12518209	105498	2/21/2017	Day Auto Supply, Inc	705799	2/9/2017	Door ajar switch for ST-027	6.51
12518209	105498	2/21/2017	Day Auto Supply, Inc	705807	2/9/2017	Radiator cap for ST-027	5.75
12518209	105498	2/21/2017	Day Auto Supply, Inc	705809	2/9/2017	Bezel & cup holder for ST-026	483.72
12518209	105498	2/21/2017	Day Auto Supply, Inc	705825	2/9/2017	Frt hood grill for ST-026	82.13
12518209	105498	2/21/2017	Day Auto Supply, Inc	705887	2/10/2017	Ignition lock for ST-027	44.57
12518209	105498	2/21/2017	Day Auto Supply, Inc	705996	2/10/2017	Car wash supplies for Fleet	22.33
12518209	105498	2/21/2017	Day Auto Supply, Inc	706078	2/13/2017	Teflon tape & silicone sealant for ST-026	18.13
12518209	105524	2/21/2017	STAR TOWING	36391	2/13/2017	Towing for ST-026 (street sweeper)	250
12518209	105609	2/24/2017	A & M NUT & BOLT	288498	2/23/2017	Monk hand cleaner towels for Fleet	25.17
12518209	105615	2/24/2017	BERGKAMP INC.	24890	2/14/2017	Capacitor for the generator for ST-023	207.51
12518209	105628	2/27/2017	AGATE INC	5041	2/17/2017	Steel for dump bed ST-050	82.75
12518209	105628	2/27/2017	AGATE INC	5043	2/17/2017	Steel for dump bed ST-050	27.8
12518211	105317	2/1/2017	Arnold Machinery Company	B2R990	1/25/2017	Window parts for ST-046 (street broom)	398.94
12518211	105325	2/1/2017	Day Auto Supply, Inc	703583	1/17/2017	Fuel line & fittings for ST-024 (fork lift)	46.52
12518211	105325	2/1/2017	Day Auto Supply, Inc	703589	1/17/2017	Air filter for ST-024 (fork lift)	10.34
12518211	105325	2/1/2017	Day Auto Supply, Inc	703918	1/19/2017	Door Seal for ST-046 (street broom)	31.29
12518211	105325	2/1/2017	Day Auto Supply, Inc	703945	1/20/2017	COMPRESSOR OIL	95.61
12518211	105325	2/1/2017	Day Auto Supply, Inc	703949	1/20/2017	Air filter for Cement mixer	21.63
12518211	105325	2/1/2017	Day Auto Supply, Inc	704089	1/23/2017	Door weather strip for ST-046	31.29
12518211	105325	2/1/2017	Day Auto Supply, Inc	704155	1/23/2017	Battery for ST-059 (trencher)	118.24
12518211	105325	2/1/2017	Day Auto Supply, Inc	704248	1/24/2017	Hydraulic oil for ST-046 (street broom)	41.95
12518211	105325	2/1/2017	Day Auto Supply, Inc	704256	1/24/2017	Weather striping for ST-046 (street broom)	62.59
12518211	105325	2/1/2017	Day Auto Supply, Inc	704281	1/24/2017	battery for ST-42 (Steel wheel roller)	64.67
12518211	105325	2/1/2017	Day Auto Supply, Inc	704292	1/24/2017	Credit for core deposit on battery	-9.78
12518211	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227570	1/19/2017	Redhead bolts for ShopTool room	41.09
12518211	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227571	1/19/2017	Redhead bolts for ShopTool room	8.7
12518211	105498	2/21/2017	Day Auto Supply, Inc	705121	2/2/2017	Hydraulic hose & fittings for ST-042	99.28
12518211	105627	2/24/2017	Titan Machinery Inc.	8965451	2/17/2017	Backup alarm & window washer pump for WW-024	163.34
12518215	105348	2/3/2017	AZ PUBLIC SERVICE COMPANY	AR04800005430	1/26/2017	Streetlight Maintenance	2904.41
12518215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	3818.28
12518215	105477	2/17/2017	BIA	42752	2/1/2017	00353-electric	233.75
12518215	105477	2/17/2017	BIA	42752	2/1/2017	10522-electric	110

12518215	105477	2/17/2017	BIA	42752	2/1/2017	20509-electric	46.2
12518215	105477	2/17/2017	BIA	42752	2/1/2017	21243-electric	61.6
12518217	105515	2/21/2017	Miguel, Valenzuela	CDL REIM-2817	2/17/2017	Reimbursement for CDL License Renewal	35
12518217	105527	2/21/2017	Tri-City Express Care, LLC 935	3544085	7/14/2016	DOT physical for CDL medical renewal - David Hills	104
12518217	105527	2/21/2017	Tri-City Express Care, LLC 935	3544094	7/14/2016	DOT physical for CDL medical renewal - David Elliott	104
12518217	105527	2/21/2017	Tri-City Express Care, LLC 935	3544103	7/14/2016	DOT physical for CDL medical renewal - Dan Cisco	104
12518302	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	8.25
12518302	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	8.25
12518302	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	8.25
12518302	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	8.25
12518302	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	8.25
12518302	105378	2/9/2017	Interstate Products Inc.	11328	1/25/2017	One 55 gallon drum of degreaser for Patch Truck ST-0	1201.01
12518302	105426	2/10/2017	THE WATER SHED	10058	1/3/2017	Water & Ice Streets	24.43
12518302	105426	2/10/2017	THE WATER SHED	10088	1/9/2017	Water & Ice Streets	29.62
12518302	105426	2/10/2017	THE WATER SHED	10149	1/17/2017	Water & Ice Streets	29.62
12518302	105426	2/10/2017	THE WATER SHED	10194	12/27/2016	Water & Ice Streets	29.62
12518302	105467	2/15/2017	THE WATER SHED	10240	1/23/2017	Water & Ice Streets	40.73
12518302	105467	2/15/2017	THE WATER SHED	9829	12/21/2016	Water & Ice Streets	36.37
12518302	105467	2/15/2017	THE WATER SHED	9873	1/30/2017	Water & Ice Streets	47.4
12518302	105548	2/23/2017	Day Auto Supply, Inc	706075	2/13/2017	One quart of blower/chain saw fuel for Streets	46.89
12518304	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	29.1
12518304	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	29.1
12518304	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	29.1
12518304	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	29.1
12518304	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	29.1
12518304	105535	2/23/2017	BC GRAPHICS	108211	2/16/2017	Uniform shirts for Associate Engineer - Grijalva	252.04
12518304	105535	2/23/2017	BC GRAPHICS	108211	2/16/2017	Uniform shirts for Office Assistant - Clark	192.57
12518311	105374	2/9/2017	HOME DEPOT CREDIT SERVICES	8052031	1/25/2017	Restock tools for ST-005: socket, plier & wrench sets, '	136.67
12518312	105314	2/1/2017	ARIZONA GLOVE & SAFETY	7417324	1/13/2017	First aid kit items left off of last restock	27.17
12518316	105619	2/24/2017	HOME DEPOT CREDIT SERVICES	2901835	1/31/2017	12' corrugated roofing and roof screws for PW Canop	446.87
12518317	105356	2/9/2017	ARIZONA STATE PRISON-FLORENCE	A04118A20170105	1/12/2017	INMATE LABOR / ROW	48
12518317	105436	2/15/2017	ARIZONA STATE PRISON-FLORENCE	A04117A20161222	1/17/2017	INMATE LABOR / ROW	24
12518317	105502	2/21/2017	FERTIZONA COOLIDGE LLC	11041619	1/19/2017	Roundup PowerMax - 50 gallons	1413.78
12518322	105324	2/1/2017	CREATIVE PAVING SOLUTIONS, LLC	918	12/6/2016	Additional amount owed for sales tax left of PO 45082	519.6
12518322	105422	2/10/2017	Structural Grace, Inc.	4181	10/18/2016	Florence - East Butte Bridge Load Rating, Structural In	2025.26
12518322	105529	2/21/2017	Vulcan Materials Company	80265257	1/31/2017	A/C Cold Mix for FY 16/17	2938.51
12536217	105527	2/21/2017	Tri-City Express Care, LLC 935	4106360	12/29/2016	DOT physical for CDL medical renewal - Ray White	104
12536304	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	7.31
12536304	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	7.31
12536304	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	7.31
12536304	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	7.31
12536304	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	7.31
12536304	105511	2/21/2017	Larry O. Garcia Jr.	REIM UNI 2/17	2/13/2017	Uniform Allowance for Jeans	238.72
12536304	105566	2/23/2017	Industrial Safety Shoe Company	1100-1086219	1/26/2017	Uniform work boots / Larry Garcia	175
12536311	105325	2/1/2017	Day Auto Supply, Inc	703208	1/12/2017	Blow gun & nozzle for Shop	55.17
12536311	105325	2/1/2017	Day Auto Supply, Inc	703692	1/18/2017	Tools for Shop	39.98

12536311	105325	2/1/2017	Day Auto Supply, Inc	703992	1/20/2017	Rotary file for Shop	13.02
12536311	105325	2/1/2017	Day Auto Supply, Inc	704335	1/25/2017	Tire valve for Shop tool	58.69
12536311	105325	2/1/2017	Day Auto Supply, Inc	704337	1/25/2017	air chuck and adapter for shop	49.52
12536311	105366	2/9/2017	Day Auto Supply, Inc	704829	1/31/2017	Air line fittings for Shop	54.52
12536311	105409	2/10/2017	Day Auto Supply, Inc	704907	1/31/2017	Wire crimp tool for Shop	96.95
12536311	105409	2/10/2017	Day Auto Supply, Inc	704993	2/1/2017	Grinding wheel for Shop	7.82
12536311	105409	2/10/2017	Day Auto Supply, Inc	705008	2/1/2017	Grinding wheel for Shop	3.91
12536311	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	22755	1/30/2017	Air line parts for Shop	22.56
12536311	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227688	1/26/2017	Air line adaptor for Shop	10.22
12536311	105410	2/10/2017	FLORENCE TRUE VALUE HARDWARE	227776	1/31/2017	Air line parts for Shop	1.05
12536311	105498	2/21/2017	Day Auto Supply, Inc	704647	1/27/2017	Air line drain for Shop	90.21
12536311	105498	2/21/2017	Day Auto Supply, Inc	705758	2/9/2017	Hose plier set for Shop	123.09
12536323	105366	2/9/2017	Day Auto Supply, Inc	704555	1/27/2017	Annual updates for diagnostic equipment	3401.22
12566507	105370	2/9/2017	EPS GROUP	16-304.1-2	1/24/2017	Professional Services for various TOF roadways (paver	360
12566507	105500	2/21/2017	Electrical District No. 2	4234	1/31/2017	CIP T-17 Div Dam-Install 11 Street lights & transforme	16328.92
12581507	105389	2/9/2017	SIERRA Transportation & Technologies	3213	12/13/2016	T-62 Attaway/Hunt Intersection Improvements Traffic	8543.85
12581507	105389	2/9/2017	SIERRA Transportation & Technologies	3214	12/13/2016	T-62 Attaway/Hunt Intersection Improvements Traffic	15756.37
12581507	105389	2/9/2017	SIERRA Transportation & Technologies	3227	12/15/2016	T-62 Attaway/Hunt Intersection Improvements Traffic	4916.5
12581507	105389	2/9/2017	SIERRA Transportation & Technologies	3228	12/15/2016	T-62 Attaway/Hunt Intersection Improvements Traffic	18704.54
12581507	105389	2/9/2017	SIERRA Transportation & Technologies	3246	12/28/2016	T-62 Attaway/Hunt Intersection Improvements Traffic	6633.92
12581507	105389	2/9/2017	SIERRA Transportation & Technologies	3247	12/29/2016	T-62 Attaway/Hunt Intersection Improvements Traffic	650
12581507	105399	2/9/2017	VALMONT INDUSTRIES	CD14068468	1/16/2017	T-62 Attaway/Hunt Intersection Improve.; Poles for Tr	5634.82
12581507	105401	2/9/2017	Wright Engineering Corporation	16282-28982	1/9/2017	T-62 Attaway/Hunt Intersection Improve. - Traffic Sig	1560.5
Sub Total							106478.02
WATER							
51219000	105368	2/9/2017	Temporary Vendor	11108909	2/2/2017	Water Depoist Refund	23.12
51219000	105402	2/9/2017	Temporary Vendor	10203509	2/6/2017	Water Depoist Refund	67.28
51219000	105417	2/10/2017	Temporary Vendor	10604902	1/24/2017	Water Depoist Refund	99.83
51219000	105542	2/23/2017	Temporary Vendor	10500866	2/8/2017	Water Depoist Refund	150
51219000	105543	2/23/2017	Temporary Vendor	10500601	2/8/2017	Water Depoist Refund	0
51219000	105545	2/23/2017	Temporary Vendor	10311603	2/8/2017	Water Depoist Refund	150
51219000	105547	2/23/2017	Temporary Vendor	10216803	2/8/2017	Water Depoist Refund	150
51219000	105550	2/23/2017	Temporary Vendor	10405402	2/8/2017	Water Depoist Refund	150
51219000	105551	2/23/2017	Temporary Vendor	10205802	2/8/2017	Water Depoist Refund	150
51219000	105552	2/23/2017	Temporary Vendor	10601203	2/14/2017	Water Depoist Refund	104.64
51219000	105555	2/23/2017	Temporary Vendor	11200455	2/8/2017	Water Depoist Refund	150
51219000	105557	2/23/2017	Temporary Vendor	118313	2/8/2017	Water Depoist Refund	150
51219000	105560	2/23/2017	Temporary Vendor	10110906	2/8/2017	Water Depoist Refund	150
51219000	105563	2/23/2017	Temporary Vendor	120106	2/8/2017	Water Depoist Refund	150
51219000	105569	2/23/2017	Temporary Vendor	10701302	2/8/2017	Water Depoist Refund	150
51219000	105572	2/23/2017	Temporary Vendor	600002	2/8/2017	Water Depoist Refund	150
51219000	105573	2/23/2017	Temporary Vendor	10400809	2/8/2017	Water Depoist Refund	150
51219000	105574	2/23/2017	Temporary Vendor	429723	2/14/2017	Water Depoist Refund	54.7
51219000	105577	2/23/2017	Temporary Vendor	104003341	2/8/2017	Water Depoist Refund	150
51219000	105581	2/23/2017	Temporary Vendor	10601904	2/8/2017	Water Depoist Refund	150

51219000	105589	2/23/2017	Temporary Vendor	10802602	2/8/2017	Water Depoist Refund	150
51219000	105590	2/23/2017	Temporary Vendor	10709105	2/8/2017	Water Depoist Refund	150
51219000	105591	2/23/2017	Temporary Vendor	10707403	2/8/2017	Water Depoist Refund	150
51219000	105592	2/23/2017	Temporary Vendor	10902953	2/8/2017	Water Depoist Refund	150
51219000	105594	2/23/2017	Temporary Vendor	107304	2/8/2017	Water Depoist Refund	150
51219000	105597	2/23/2017	Temporary Vendor	11207051	2/8/2017	Water Depoist Refund	150
51219000	105600	2/23/2017	Temporary Vendor	10107002	2/8/2017	Water Depoist Refund	150
51219000	105602	2/23/2017	Temporary Vendor	11107913	2/8/2017	Water Depoist Refund	150
51219000	105608	2/23/2017	Temporary Vendor	10500601	2/8/2017	Water Depoist Refund	150
Sub Total							3799.57
Water Fund							
51574201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	Plant Rd-0246	51.57
51574201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	304.05
51574201	105478	2/17/2017	CENTURYLINK	8356-217	1/28/2017	w/wks alarms lines-8356	61.06
51574207	105346	2/1/2017	UNITED EXTERMINATING	190066	12/13/2016	Exterminatng Bee Service at Well house	150
51574208	105366	2/9/2017	Day Auto Supply, Inc	701991	12/28/2016	Vac Machine repairs: hose, hose fittings	219.68
51574209	105325	2/1/2017	Day Auto Supply, Inc	703611	1/17/2017	Shop towels & brakleen for Shop	30.12
51574209	105325	2/1/2017	Day Auto Supply, Inc	703852	1/19/2017	Acetylene Gas for Fleet	12.68
51574209	105325	2/1/2017	Day Auto Supply, Inc	703866	1/19/2017	Floor dry for Fleet	4.92
51574209	105409	2/10/2017	Day Auto Supply, Inc	704925	1/31/2017	3/8 wire loom for Fleet"	4.53
51574209	105409	2/10/2017	Day Auto Supply, Inc	704992	2/1/2017	Oil filter for WW-027	5.65
51574209	105498	2/21/2017	Day Auto Supply, Inc	705222	2/3/2017	Molly grease for Fleet	20.25
51574209	105498	2/21/2017	Day Auto Supply, Inc	705381	2/6/2017	Back up alarm for WW-009	39.12
51574209	105498	2/21/2017	Day Auto Supply, Inc	705637	2/8/2017	Tire lube for Fleet	5.18
51574209	105498	2/21/2017	Day Auto Supply, Inc	705996	2/10/2017	Car Wash supplies for Fleet	22.33
51574209	105609	2/24/2017	A & M NUT & BOLT	288498	2/23/2017	Monk hand cleaner towels for Fleet	25.17
51574209	105623	2/24/2017	Manatee Tire & Auto Inc., dba	165376	2/17/2017	Frt tire for WW-024 (backhoe)	194.92
51574211	105343	2/1/2017	RIPPLE INDUSTRIES	1746	12/29/2016	Well #4 repair/ maintenence	180
51574215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	12378.69
51574215	105477	2/17/2017	BIA	42752	2/1/2017	21242-electric	1265.32
51574215	105477	2/17/2017	BIA	42752	2/1/2017	21245-electric	2175.18
51574217	105337	2/1/2017	Legend Technical Svcs., Inc.	1700344	12/31/2016	Analytical Testing for Water December 2016	352
51574217	105445	2/15/2017	CASA GRANDE COURIER, INC.	1182	1/29/2017	Courier Fees January 2017 for Water	252
51574302	105426	2/10/2017	THE WATER SHED	10041	12/19/2016	Water & Ice	11.11
51574302	105426	2/10/2017	THE WATER SHED	10058	1/3/2017	Water & Ice Streets	2.72
51574302	105426	2/10/2017	THE WATER SHED	10088	1/9/2017	Water & Ice	3.29
51574302	105426	2/10/2017	THE WATER SHED	10103	1/3/2017	Water & Ice	12.34
51574302	105426	2/10/2017	THE WATER SHED	10149	1/17/2017	Water & Ice	3.29
51574302	105426	2/10/2017	THE WATER SHED	10194	12/27/2016	Water & Ice	3.29
51574302	105467	2/15/2017	THE WATER SHED	10240	1/23/2017	Water & Ice	4.52
51574302	105467	2/15/2017	THE WATER SHED	10242	1/25/2017	Water & Ice	12.34
51574302	105467	2/15/2017	THE WATER SHED	9829	12/21/2016	Water & Ice	4.04
51574302	105467	2/15/2017	THE WATER SHED	9873	1/30/2017	Water & Ice	5.26
51574302	105548	2/23/2017	Day Auto Supply, Inc	704480	1/26/2017	Blanket Misc Op Supplies Water dept	42.38
51574302	105548	2/23/2017	Day Auto Supply, Inc	704823	1/31/2017	Blanket Misc Op Supplies Water dept	8.67

51574302	105561	2/23/2017	HACH COMPANY	10303049	2/2/2017	Blanket PO: Lab Testing Supplies	173.3
51574304	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	5.43
51574304	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	5.43
51574304	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	5.43
51574304	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	5.43
51574304	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	5.43
51574311	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227743	1/30/2017	Blanket PO: Small Tools Water division	91.04
51574311	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227837	2/3/2017	Blanket PO: Small Tools Water division	14.11
51574312	105314	2/1/2017	ARIZONA GLOVE & SAFETY	7417324	1/13/2017	First aid kit items left off of last restock	27.16
51574312	105434	2/15/2017	ARIZONA GLOVE & SAFETY	7418963	2/2/2017	Safety: Electrolyte Restorers Sqwinchers	78.8
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227195	12/28/2016	Blanket PO: Utility Line Maintenance-repairs misc par	19.54
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227203	12/29/2016	Blanket PO: Utility Line Maintenance-repairs misc par	143.29
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227205	12/29/2016	Blanket PO: Utility Line Maintenance-repairs misc par	47.87
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227519	1/17/2017	Blanket PO: Utility Line Maintenance-repairs misc par	33.13
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227550	1/18/2017	Blanket PO: Utility Line Maintenance-repairs misc par	10.26
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227557	1/18/2017	Blanket PO: Utility Line Maintenance-repairs misc par	4.07
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227558	1/18/2017	Blanket PO: Utility Line Maintenance-repairs misc par	22.11
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227560	1/18/2017	Blanket PO Misc Utility Line Maint Water lines	138.11
51574320	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227568	1/18/2017	Blanket PO Misc Utility Line Maint Water lines	31.6
51574320	105330	2/1/2017	FORTLINE INC	S2761835.001	11/9/2016	Blanket PO: Utility Line Maint: Water Stock items	270.46
51574320	105330	2/1/2017	FORTLINE INC	S2783129.001	12/19/2016	addtl funds on PO#44876 Utility Line Maintenance mi	83.66
51574320	105330	2/1/2017	FORTLINE INC	S2783129.001	12/19/2016	Blanket PO: Utility Line Maint: Water Stock items	109.26
51574320	105330	2/1/2017	FORTLINE INC	S2788878.001	1/17/2017	Blanket PO:Utility Line Maint: Water Stock items	1102.32
51574320	105330	2/1/2017	FORTLINE INC	S2790804.001	12/31/2016	Blanket PO: Utility Line Maint: Water Stock items	5.41
51574320	105330	2/1/2017	FORTLINE INC	S2794918.001	1/11/2017	Blanket PO:Utility Line Maint: Water Stock items	749.46
51574320	105330	2/1/2017	FORTLINE INC	S2795819.001	1/17/2017	Blanket PO:Utility Line Maint: Water Stock items	291.75
51574320	105330	2/1/2017	FORTLINE INC	S2798737.001	1/18/2017	Blanket PO: Utility Line Maint: Water stock items	423.35
51574320	105372	2/9/2017	FORTLINE INC	S2788878.002	1/26/2017	Blanket PO: Utility Line Maint: Water stock items	99.64
51574320	105473	2/15/2017	VALLEY PUMP & MACHINE	224387	1/27/2017	Utility Line Maint: Cap for INS line.	1331.58
51574320	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227055	12/19/2016	Blanket PO Misc Utility Line Maint Water lines	3.7
51574320	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	228088	2/17/2017	Blanket PO Misc Utility Line Maint Water lines	5.7
51574320	105554	2/23/2017	FORTLINE INC	3861482	2/8/2017	Blanket PO: Utility Line Maint: Water stock items	1318.6
51574335	105443	2/15/2017	BlueTarp Financial	37174406	1/31/2017	Generator Honda EU3000is, electric start	1819
51574335	105443	2/15/2017	BlueTarp Financial	37191931	2/2/2017	Air Compressor-Ingersoll Rand #2475F13GH	2599.99
51574335	105584	2/23/2017	OFFICE DEPOT INC	899416090-001	2/1/2017	5 drawer locking filing cabinet-Water Superintendent	456.57
51574403	13117	2/17/2017	Arizona Environmental Strategic Alliance	013117 STMT	1/21/2017	Purchase Paypal: Arizona Environmental Strategic Alli	50
51574403	105313	2/1/2017	ARIZONA DEPARTMENT OF	BMARTELL-2/17	2/1/2017	Water Operator License Renewal-Martell, Billy	200
51574403	105603	2/23/2017	Timothy, Wainscott	22117 ADWR	2/17/2017	Per diem for meals for training 2/21/17 ADWR Annual	28
51574403	105617	2/24/2017	CHRISTOPHER SALAS	221/17	2/13/2017	Per diem for meals-training 2/21 ADWR Water report	28
51574406	105318	2/1/2017	AZ DEPT OF WATER RESOURCES	NEWWATERPERMIT	1/25/2017	Water Storage Permit Application fee	1000
51574406	105321	2/1/2017	CENTRAL ARIZONA PROJECT	68989	1/20/2017	Water Service Charge Prepay 2017	33587.2
51574406	105533	2/23/2017	ARIZONA BLUE STAKE, INC.	2017-AA0205	1/1/2017	2017 Ann. Assesment Pinal Co. FLORUT09	953.34
51574507	105375	2/9/2017	HYDRA-STOP LLC	30269	1/20/2017	Blanket PO: WU-60 Valves for 1st St Waterline Improv	6311.12
51574507	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227699	1/26/2017	WU-60 1st St Waterline replace project	36.88
51574507	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227706	1/26/2017	WU-60 1st St Waterline replace project	33.57
51574507	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227809	2/1/2017	WU-60 1st St Waterline replace project	95.11

51581501	105322	2/1/2017	CHEMICAL FEEDING TECHNOLOGIES	34163	1/13/2017	WU-23 Well #1 FRP Enclosure-CL2 building	9699.77
51581507	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227641	1/24/2017	WU-60 1st St Waterline replace project	9.47
51581507	105330	2/1/2017	FORTLINE INC	S2802174.001	1/25/2017	Blanket PO:parts for misc waterline projects	814.88
51581507	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	228043	2/15/2017	WU-60 1st St Waterline replace project	83.92
51581507	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	228067	2/16/2017	WU-60 1st St Waterline replace project	27.12
Sub Total							82358.04
Sewer Fund							
52575201	105349	2/3/2017	CENTURYLINK	VARIOUS 1/17	1/16/2017	N/WW-2394	54.87
52575201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	304.06
52575208	105319	2/1/2017	BEARING-BELT & CHAIN INC.	1434617	1/13/2017	Repair/Maint @ SWWTP: 4 bearings for Belt Press	747.6
52575208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227140	12/23/2016	Blanket PO:Misc equipment maintenance	2.51
52575208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227142	12/23/2016	Blanket PO:Misc equipment maintenance	14.22
52575208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227143	12/23/2016	Blanket PO:Misc equipment maintenance	6.5
52575208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227188	12/28/2016	Blanket PO:Misc equipment maintenance	6.48
52575208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227189	12/28/2016	Blanket PO:Misc equipment maintenance	32.65
52575208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227272	1/3/2017	Blanket PO:Misc equipment maintenance	253.88
52575208	105350	2/3/2017	Geuther Electrical, LLC	2133	11/18/2016	Repairs/Maint @SWWTP Replaced UV lighting recept:	305.88
52575208	105350	2/3/2017	Geuther Electrical, LLC	2163	1/6/2017	Repairs/Maint @SWWTP: Removed decanter actuato	800
52575208	105350	2/3/2017	Geuther Electrical, LLC	2164	1/6/2017	Repairs/Maint @SWWTP motor start for digester dec:	523.25
52575208	105350	2/3/2017	Geuther Electrical, LLC	2175	1/6/2017	Repairs/Maint @SWWTP belt press safety switch/con	816.28
52575208	105457	2/15/2017	Motion Industries	AZ52-684098	12/16/2016	Maint/Repair: SWWTP SBR #1 Actuators	1534.49
52575208	105457	2/15/2017	Motion Industries	AZ52-684239	12/27/2016	Maint/Repair: SWWTP SBR #1 Actuators	39.41
52575208	105457	2/15/2017	Motion Industries	AZ52-684239	12/27/2016	Maint: SWWTP SBR Actuator	1495.08
52575208	105536	2/23/2017	Bright Technologies	B3821	2/1/2017	Repairs to Belt Press @ SWWTP misc parts	148.65
52575208	105536	2/23/2017	Bright Technologies	B3829	2/7/2017	Repairs to Belt Press @ SWWTP misc parts	376.14
52575208	105562	2/23/2017	Harrington Industrial Plastic	016A1930	1/31/2017	Repairs/Maint: SWWTP	33.27
52575208	105562	2/23/2017	Harrington Industrial Plastic	016A2074	2/10/2017	Repairs/Maint: SWWTP	79.32
52575209	105325	2/1/2017	Day Auto Supply, Inc	703611	1/17/2017	Shop towels & brakleen for Shop	30.12
52575209	105325	2/1/2017	Day Auto Supply, Inc	703852	1/19/2017	Acetylene Gas for Fleet	12.68
52575209	105325	2/1/2017	Day Auto Supply, Inc	703866	1/19/2017	Floor dry for Fleet	4.92
52575209	105409	2/10/2017	Day Auto Supply, Inc	704925	1/31/2017	3/8 wire loom for Fleet"	4.53
52575209	105498	2/21/2017	Day Auto Supply, Inc	705222	2/3/2017	Molly grease for Fleet	20.25
52575209	105498	2/21/2017	Day Auto Supply, Inc	705637	2/8/2017	Tire lube for Fleet	5.18
52575209	105498	2/21/2017	Day Auto Supply, Inc	705996	2/10/2017	Car Wash supplies for Fleet	22.33
52575209	105609	2/24/2017	A & M NUT & BOLT	288498	2/23/2017	Monk hand cleaner towels for Fleet	25.17
52575211	105312	2/1/2017	A.C. Sanitation Service, LLC	8884-107	10/5/2016	Landfill fees for October 2016 Bio-Soid Waste Remov	2211.34
52575211	105312	2/1/2017	A.C. Sanitation Service, LLC	8991-114	1/2/2017	Landfill fees for December 2016 Bio-Soid Waste Remc	6389.91
52575211	105341	2/1/2017	Pro-Tec Environmental, Inc.	17010501	1/21/2017	Additl due PO#45373 Post EQ Basin @SWWTP	658.75
52575211	105341	2/1/2017	Pro-Tec Environmental, Inc.	17010501	1/21/2017	Clean Post EQ Basin at SWWTP	2400
52575211	105433	2/15/2017	A.C. Sanitation Service, LLC	9038-107	1/31/2017	Landfill fees for January 2017 Bio-solid Waste Remov	13248.2
52575211	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227378	1/9/2017	Blanket PO: small tools for SWWTP	85.11
52575211	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227788	1/31/2017	Blanket PO: Maintenance misc for SWWtP	20.83
52575211	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227872	2/6/2017	Blanket PO: Maintenance misc for SWWtP	8.13
52575211	105463	2/15/2017	Pro-Tec Environmental, Inc.	17013101	1/31/2017	Maint: Misc Hydrovac/Jet-rodding @SWWTP	2345
52575211	105472	2/15/2017	USABlueBook - ACCT 703717	167640	1/27/2017	Maintenance @ SWWTP-Avocado floats	532.59

52575211	105536	2/23/2017	Bright Technologies	B3818	2/3/2017	Upper Belt for Belt Press @ SWWTP	1002.43
52575211	105540	2/23/2017	Construction Product Marketing LLC	1695	1/27/2017	24-inch butterfly valves for SWWTP	10642.8
52575211	105540	2/23/2017	Construction Product Marketing LLC	1695	1/27/2017	Credit for Replacement Gear Box	-1300
52575211	105558	2/23/2017	Geuther Electrical, LLC	2182	1/6/2017	Blanket PO: Maintenance/Repair at SWWTP	480
52575211	105568	2/23/2017	Instrumentation And Controls	12660	2/8/2017	Maint@SWWTP: Post EQ Actuators (troubleshooting,	290
52575211	105586	2/23/2017	Pro-Tec Environmental, Inc.	17020302	2/6/2017	Misc Hydrovac/Jet-rodding @SWWTP	412.5
52575211	105604	2/23/2017	USABlueBook - ACCT 703717	172403	2/2/2017	Maintenance: Sludge Judge @ SWWTP	441.1
52575211	105604	2/23/2017	USABlueBook - ACCT 703717	175956	2/7/2017	Blanket PO: Maint/Repairs: SWWTP misc	435.29
52575215	105475	2/17/2017	ARIZONA PUBLIC SERVICE	42752	2/3/2017	ELECTRIC	22804.94
52575217	105337	2/1/2017	Legend Technical Svcs., Inc.	1700346	12/31/2016	Analytical Testing for SWWTP December 2016	1887.2
52575217	105445	2/15/2017	CASA GRANDE COURIER, INC.	1182	1/29/2017	Courier Fees January 2017 SWWTP	836
52575301	105384	2/9/2017	OFFICE DEPOT INC	896890877-001	1/24/2017	Office Supplies-Filing cabinet	224.79
52575302	13117	2/17/2017	WALMART COMMUNITY # 0005 7118	013117 STMT	1/20/2017	Purchase Walmart.Com: Operating Supplies 32 monit	133.38
52575302	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	226974	12/14/2016	Operating Supplies: Tarp/Cover at SWWTP	70.62
52575302	105334	2/1/2017	IDEXX Distribution inc	3011266516	1/11/2017	Lab Supplies: Colilert 100 pk combo, Quanti Tray	725.56
52575302	105347	2/1/2017	WALMART COMMUNITY # 0005 7118	1625	1/22/2017	Op Supplies: Wireless mouse/ keyboard, monitor mou	17.33
52575302	105347	2/1/2017	WALMART COMMUNITY # 0005 7118	2384	1/20/2017	Op Supplies: Wireless mouse/ keyboard, monitor mou	27.45
52575302	105347	2/1/2017	WALMART COMMUNITY # 0005 7118	3916	1/19/2017	Op Supplies: Wireless mouse/ keyboard, monitor mou	85.55
52575302	105347	2/1/2017	WALMART COMMUNITY # 0005 7118	4966	1/18/2017	Op Supplies: Wireless mouse/ keyboard, monitor mou	214.15
52575302	105347	2/1/2017	WALMART COMMUNITY # 0005 7118	9347	1/21/2017	Op Supplies: Wireless mouse/ keyboard, monitor mou	10.91
52575302	105426	2/10/2017	THE WATER SHED	10041	12/19/2016	Water & Ice	5.55
52575302	105426	2/10/2017	THE WATER SHED	10103	1/3/2017	Water & Ice	6.17
52575302	105467	2/15/2017	THE WATER SHED	10242	1/25/2017	Water & Ice	6.17
52575302	105472	2/15/2017	USABlueBook - ACCT 703717	167460	1/27/2017	Blanket PO: Lab Supplies	157.56
52575302	105537	2/23/2017	Capital One Commercial	38731	1/31/2017	Operating supplies: Paper towels, dishsoap.	25
52575302	105537	2/23/2017	Capital One Commercial	38731	1/31/2017	Operating supplies: Paper towels, dishsoap.	50
52575302	105548	2/23/2017	Day Auto Supply, Inc	705018	2/1/2017	Commerical battery for pump @SWWTP	175.39
52575304	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	6.97
52575304	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	6.97
52575304	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	6.97
52575304	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	6.97
52575304	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	6.97
52575310	105390	2/9/2017	SOLENIIS LLC	131116175	1/17/2017	Chemicals: SWWTP 2 drums of polymerfor belt press	1801.46
52575310	105472	2/15/2017	USABlueBook - ACCT 703717	160571	1/20/2017	Chemicals: D-Chlor Tablets & CL2 tablets	396.03
52575310	105472	2/15/2017	USABlueBook - ACCT 703717	163101	1/24/2017	Chemicals: D-Chlor Tablets & CL2 tablets	490.33
52575310	105564	2/23/2017	HILL BROTHERS CHEMICAL CO,	50904714	1/24/2017	1,300 gals Hypochlorite Liquid Bleach SWWTP	1778.25
52575311	13117	2/17/2017	HOME DEPOT CREDIT SERVICES	013117 STMT	1/1/2017	Purchase The Home Depot #0408: Small tools for botl	39.21
52575311	13117	2/17/2017	HOME DEPOT CREDIT SERVICES	013117 STMT	1/1/2017	Purchase The Home Depot #0415 : Small Tools for bot	258.84
52575311	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227265	1/3/2017	Blanket PO: small tools for SWWTP	137.33
52575311	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227367	1/9/2017	Blanket PO: small tools for SWWTP	33.71
52575311	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227789	1/31/2017	Blanket PO: small tools for SWWTP	122.62
52575311	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227940	2/9/2017	Blanket PO: small tools for SWWTP	50.32
52575311	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227965	2/10/2017	Blanket PO: small tools for SWWTP	4.88
52575311	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227985	2/13/2017	Blanket PO: small tools for SWWTP	29.36
52575312	105604	2/23/2017	USABlueBook - ACCT 703717	174244	2/6/2017	Safety Can Cabinet @ SWWTP	1827.68
52575312	105604	2/23/2017	USABlueBook - ACCT 703717	177765	2/9/2017	Safety 3 - 8 drum containment decks @ SWWTP	2495.44

52575317	105436	2/15/2017	ARIZONA STATE PRISON-FLORENCE	A04117A20161222	1/17/2017	INMATE LABOR / SWWTP	1
52575320	105366	2/9/2017	Day Auto Supply, Inc	703707	1/18/2017	Maint/Repair: Brady St sewer line	46.89
52575335	105376	2/9/2017	IDEXX Distribution inc	3011616346	1/20/2017	Lab Equipment: IDEXX Sealer-Quanti-Tray testing	4468.84
52575335	105472	2/15/2017	USABlueBook - ACCT 703717	167215	1/27/2017	SWWTP Replacement Sludge Polymer Pump (addtl an	1479.48
52575335	105472	2/15/2017	USABlueBook - ACCT 703717	167215	1/27/2017	SWWTP: Replacement Sludge Polymer Pump	2000
52575335	105565	2/23/2017	IDEXX Distribution inc	3012016949	1/31/2017	Lab Equipment: Fluorescent lamp & viewing cabinet	453.07
52575335	105565	2/23/2017	IDEXX Distribution inc	3012362289	2/9/2017	Lab Equipment: IDEXX Sealer Care Warranty	750
52575335	105607	2/23/2017	Western Environmental Equipment Co.	W4887	2/2/2017	Addtl due frt/tax PO#45813	353.38
52575335	105607	2/23/2017	Western Environmental Equipment Co.	W4887	2/2/2017	Lab equipment: Transportable Sampler-Refrigerated	4745
52575403	105313	2/1/2017	ARIZONA DEPARTMENT OF	ANDREWS-2/17	2/1/2017	WWTP Operator license renewal	200
52575408	105404	2/10/2017	ARIZONA DEPARTMENT OF	R18-1-503	2/9/2017	Clean Closure application fee-SWWTP	2000
52575507	105330	2/1/2017	FORTLINE INC	S2796228.001	1/17/2017	CIP SU-84 Misc Sewer-Bisulfate skid install SWWTP	166.05
52575507	105330	2/1/2017	FORTLINE INC	S2796228.002	1/17/2017	CIP SU-84 Misc Sewer-Bisulfate skid install SWWTP	21.14
52576201	105478	2/17/2017	CENTURYLINK	8356-217	1/28/2017	w/wks alarms lines-8356	61.07
52576208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227092	12/21/2016	Blanket PO: Misc Repairs/Maintenance @ NWWTP	92.94
52576208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227094	12/21/2016	Blanket PO: Misc Repairs/Maintenance @ NWWTP	223.3
52576208	105329	2/1/2017	FLORENCE TRUE VALUE HARDWARE	227096	12/21/2016	Blanket PO: Misc Repairs/Maintenance @ NWWTP	121.49
52576208	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227751	1/30/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	107.48
52576208	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227813	2/2/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	73.86
52576208	105452	2/15/2017	FLORENCE TRUE VALUE HARDWARE	227867	2/6/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	105.87
52576208	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	227971	2/10/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	56.96
52576208	105553	2/23/2017	FLORENCE TRUE VALUE HARDWARE	228001	2/13/2017	Blanket PO: Misc Repairs/Maintenance @ NWWTP	48.84
52576209	105325	2/1/2017	Day Auto Supply, Inc	703611	1/17/2017	Shop towels & brakleen for Shop	30.12
52576209	105325	2/1/2017	Day Auto Supply, Inc	703852	1/19/2017	Acetylene Gas for Fleet	12.68
52576209	105325	2/1/2017	Day Auto Supply, Inc	703866	1/19/2017	Floor dry for Fleet	4.92
52576209	105409	2/10/2017	Day Auto Supply, Inc	704925	1/31/2017	3/8 wire loom for Fleet"	4.53
52576209	105498	2/21/2017	Day Auto Supply, Inc	705222	2/3/2017	Molly grease for Fleet	20.25
52576209	105498	2/21/2017	Day Auto Supply, Inc	705637	2/8/2017	Tire lube for Fleet	5.17
52576209	105498	2/21/2017	Day Auto Supply, Inc	705996	2/10/2017	Car Wash supplies for Fleet	22.35
52576209	105609	2/24/2017	A & M NUT & BOLT	288498	2/23/2017	Monk hand cleaner towels for Fleet	25.19
52576211	105320	2/1/2017	Casa Gande Pumping Svc., Inc	10215	1/11/2017	Sludge Hauling from N to S Plant	2300
52576211	105463	2/15/2017	Pro-Tec Environmental, Inc.	17013102	1/31/2017	Maint: Misc Hydrovac/Jet-rodding @NWWTP	412.5
52576211	105604	2/23/2017	USABlueBook - ACCT 703717	172403	2/2/2017	Maintenance: Sludge Judge @ NWWTP	220.55
52576215	105477	2/17/2017	BIA	42752	2/1/2017	21241-electric	3694.78
52576217	105337	2/1/2017	Legend Technical Svcs., Inc.	1700345	12/31/2016	Analytical Testing for NWWTP December 2016	1019
52576217	105445	2/15/2017	CASA GRANDE COURIER, INC.	1182	1/29/2017	Courier Fees January 2017 NWWTP	836
52576302	105426	2/10/2017	THE WATER SHED	10041	12/19/2016	Water & Ice	5.55
52576302	105426	2/10/2017	THE WATER SHED	10103	1/3/2017	Water & Ice	6.17
52576302	105467	2/15/2017	THE WATER SHED	10242	1/25/2017	Water & Ice	6.17
52576302	105472	2/15/2017	USABlueBook - ACCT 703717	167460	1/27/2017	Blanket PO: Lab Supplies	157.55
52576302	105537	2/23/2017	Capital One Commercial	38731	1/31/2017	Addtl funds on PO #45829	14.8
52576302	105537	2/23/2017	Capital One Commercial	38731	1/31/2017	Operating supplies: Paper towels, dishsoap.	25
52576304	105323	2/1/2017	Cintas Corporation Lock 696	696262521	12/28/2016	Cintas Contract No. 7388: Uniform Rentals for PW/Uti	6.94
52576304	105323	2/1/2017	Cintas Corporation Lock 696	696264745	1/4/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Uti	6.94
52576304	105323	2/1/2017	Cintas Corporation Lock 696	696267003	1/11/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Uti	6.94
52576304	105323	2/1/2017	Cintas Corporation Lock 696	696269277	1/18/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Uti	6.94

52576304	105360	2/9/2017	Cintas Corporation Lock 696	696271509	1/25/2017	Cintas Contract No. 7388: Uniform Rentals for PW/Ut	6.94
52576310	105326	2/1/2017	DPC ENTERPRISES, L.P.	272000037-17	1/19/2017	7-150 lb CL2 cylinders for NWWTP	618.07
52576311	13117	2/17/2017	HOME DEPOT CREDIT SERVICES	013117 STMT	1/1/2017	Purchase The Home Depot #0408: Small tools for botl	39.2
52576311	13117	2/17/2017	HOME DEPOT CREDIT SERVICES	013117 STMT	1/1/2017	Purchase The Home Depot #0415 : Small Tools for bot	258.85
52576311	105472	2/15/2017	USABlueBook - ACCT 703717	166342	1/26/2017	NWWTP: Small Tools	466.85
52576317	105436	2/15/2017	ARIZONA STATE PRISON-FLORENCE	A04117A20161222	1/17/2017	INMATE LABOR/ NWWTP	1
52576320	105605	2/23/2017	VALUE CRETE,LLC	115787	1/27/2017	Concrete for repairs at NWWTP- INS yard	978.3
52576406	105489	2/21/2017	ARIZONA DEPARTMENT OF	0000251151X	1/20/2017	WQL Acct B2022572 AZPDES Ann. Fee-Inv #251151x	500
52576507	105495	2/21/2017	Bright Technologies	B3007-1	12/20/2016	Skid Mounted 1.5 M Belt Filter Press	62542
52576507	105587	2/23/2017	RELEVANT SOLUTIONS LLC	WM338279	2/16/2017	CIP SU-12 NWWTP Expansion Pulsar Level	1907.66
52581501	105322	2/1/2017	CHEMICAL FEEDING TECHNOLOGIES	34164	1/13/2017	SU-12 FRP Enclosure-CL2 building at NWWTP	9699.77
52581506	105521	2/21/2017	Temporary Vendor	BIDREFUNDBOND	2/6/2017	Refund of Bid Bond	31000
52581507	105373	2/9/2017	Harrington Industrial Plastic	016A1807	1/20/2017	addtl funds on PO#45767-freight	12.45
52581507	105373	2/9/2017	Harrington Industrial Plastic	016A1807	1/20/2017	CIP SU-84 Misc Sewer-Bisulfate skid install SWWTP	250
52581507	105387	2/9/2017	Pioneer Landscaping Mat., Inc	PSI1027277	1/24/2017	SU-12 NWWTP Expansion River Rock	588.07
52581507	105558	2/23/2017	Geuther Electrical, LLC	2193	1/19/2017	CIP SU-12 NWWTP Electrical Relocate	480
52581507	105558	2/23/2017	Geuther Electrical, LLC	2200	1/23/2017	CIP SU-12 NWWTP Electrical Relocate	291.96
Sub Total							221036.55
Sanitation							
53219000	105339	2/1/2017	Temporary Vendor	714005	1/27/2017	Refund Sanitation Deposit	42.5
53219000	105381	2/9/2017	Temporary Vendor	707294	2/3/2017	Refund Sanitation Deposit	42.5
53219000	105382	2/9/2017	Temporary Vendor	702282	2/3/2017	Refund Sanitation Deposit	25.5
53219000	105395	2/9/2017	Temporary Vendor	788320	2/3/2017	Refund Sanitation Deposit	17
53219000	105534	2/23/2017	Temporary Vendor	789640	2/7/2017	Refund Sanitation Deposit	51
53219000	105538	2/23/2017	Temporary Vendor	790020	2/7/2017	Refund Sanitation Deposit	51
53219000	105546	2/23/2017	Temporary Vendor	788010	2/7/2017	Refund Sanitation Deposit	51
53219000	105549	2/23/2017	Temporary Vendor	790420	2/7/2017	Refund Sanitation Deposit	51
53219000	105556	2/23/2017	Temporary Vendor	790170	2/7/2017	Refund Sanitation Deposit	51
53219000	105571	2/23/2017	Temporary Vendor	717442	2/7/2017	Refund Sanitation Deposit	51
53219000	105578	2/23/2017	Temporary Vendor	790150	2/7/2017	Refund Sanitation Deposit	0
53219000	105579	2/23/2017	Temporary Vendor	790460	2/7/2017	Refund Sanitation Deposit	51
53219000	105580	2/23/2017	Temporary Vendor	706433	2/7/2017	Refund Sanitation Deposit	51
53219000	105585	2/23/2017	Temporary Vendor	794710	2/8/2017	Refund Sanitation Deposit	34
53219000	105596	2/23/2017	Temporary Vendor	790490	2/7/2017	Refund Sanitation Deposit	51
53219000	105601	2/23/2017	Temporary Vendor	788840	2/7/2017	Refund Sanitation Deposit	51
53219000	105622	2/24/2017	Temporary Vendor	790150	2/7/2017	Refund Sanitation Deposit	51
53571201	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	Cell phones	44.75
53571203	105464	2/15/2017	SOUTHWESTERN BUSINESS FORMS	22566	1/19/2017	2000 Sanitation Magnets (replenish stock)	1156.4
53571203	105464	2/15/2017	SOUTHWESTERN BUSINESS FORMS	22655	1/27/2017	Replenish Sanitation Svc Agreement (250)	279.17
53571217	105351	2/3/2017	RIGHT AWAY DISPOSAL	1460799	2/1/2017	RAD BILLING INSTITUTIONAL	7495.72
53571217	105418	2/10/2017	RIGHT AWAY DISPOSAL	1462942	2/1/2017	RAD Contact Residential	49134.19
53571217	105418	2/10/2017	RIGHT AWAY DISPOSAL	1464908	2/1/2017	RAD Contact addtional	14.92
53571217	105588	2/23/2017	RIGHT AWAY DISPOSAL	1487476	2/15/2017	RAD BILLING INSTITUTIONAL	7437
53571230	105359	2/9/2017	Central Az Solid Waste Inc	TOF16.12	12/31/2016	Landfill Disposal Fees - Dec. 2016	4198.7
53571230	105539	2/23/2017	Central Az Solid Waste Inc	TOF17.01	1/31/2017	Landfill fees TOF 17.1	3689.84

53571308	13117	2/17/2017	BUILDERS BOOK INC.	013117 STMT	1/27/2017	Builders Book Inc. - Legal Aspects of Code Admin. Boo	52.35	
Sub Total								74225.54
Grants								
249516312	105400	2/9/2017	Verizon Wireless	977908337	1/21/2017	PD Stone Garden Cell Phones	66.53	
56511408	105454	2/18/2017	Hughes Towing	15181	1/17/2017	Towing Service Impond	148.6	
CFD's								
911160000	105482	2/17/2017	Temporary Vendor	100801055-op2X	2/13/2017	Overpayment	426.58	
921160000	104803	Multiple	Temporary Vendor	202301130-op	12/6/2016	Overpayment	-215.11	
Sub Total								426.6
SLID								
300506215	105476	2/17/2017	Arizona Public Service Company	454526287 217	2/2/2017	SLID #1-Merrill Ranch	2368.37	
301506215	105476	2/17/2017	Arizona Public Service Company	521526288 217	2/2/2017	SLID #2 Merrill Ranch	2238.05	
302506215	105476	2/17/2017	Arizona Public Service Company	915626281 217	2/2/2017	SLID #3 Merrill Ranch	1676.24	
Sub Total							971187.49	6282.66
Total Warrants:								971187.49

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, MARCH 6, 2017, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER:

Mayor Walter called the meeting to order at 6:00 pm.

ROLL CALL:

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

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

There were no public comments.

PRESENTATION

Presentation on the Capital Improvement Plan (CIP)

Mr. Joe Jarvis, Finance Director, provided a presentation on the draft Capital Improvement Plan that outlined the various projects. He stated that the CIP includes the projects that have the highest priority that the Town has funding available for in order to improve and maintain its infrastructure. He stated that several changes have been made since the packet was printed for Council and he will address the changes in the presentation. He presented the following:

- What is a Capital Improvement Plan and why do we do it?
 - Strategic roadmap for major projects that are planned over the next five years.
 - It is also a planning document for projects out further than five years.
 - The goal is to keep our residents informed of what projects are happening, where they are located and how they impact the future of Florence.
 - This is a living document that will change over time and is meant to be revisited and modified each year to include changes in funding and priority.
 - Actual funding approved annually in the Town's Budget.

- The plan is in draft format and staff is seeking direction from the Council.
- Revenue and fund balance by fund

Fund	Fund Balance 6/30/16 (audited)	FY 16/17 Revenue Forecast	Estimated Fund Balance 6/30/17	FY 17/18 Revenue Forecast
General	8,730,824	14,454,653	10,272,566	13,798,093
Capital	3,904,986	1,514,892	5,193,195	1,248,829
HURF	7,717,581	3,150,466	7,642,335	2,901,702
HURF Revenue Bond	4,598,000	0	4,000,000	0
Water	6,124,694	2,952,744	7,273,441	2,916,000
Wastewater	8,380,220	3,884,305	9,375,911	3,863,625
Sanitation	1,366,630	766,608	1,233,609	766,608

- The fund balance for HURF, HURF Revenue Bond, and Sanitation is decreasing.
 - HURF fund balance is being used for projects.
 - There are no additional revenues for HURF Revenue Bond.
 - Sanitation fund is utilized to pay for Right Away Disposal Services and other services such as the transfer station.
 - Town will have \$1 million to \$1.7 million less in revenue this fiscal year due to the population being estimated too high for Fiscal Year 2016/2017. The correct population figures will be used for this fiscal year.
 - Prison population has decreased.
- Combined summary by fiscal year for the CIP projects in each particular fund.

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Total
General	94,200	733,450	2,810,951	1,296,888	1,739,401	6,674,890
HURF	1,025,000	2,425,000	3,800,000	6,325,000	500,000	14,075,000
HURF Revenue Bond	2,225,000	0	0	0	0	2,225,000
Water	1,290,000	1,231,500	1,120,000	1,060,000	365,000	5,066,500
Wastewater	978,500	2,690,000	1,880,000	3,515,000	315,000	9,378,500
Fleet* (funded by multiple funds)	563,000	308,000	893,000	223,000	267,000	2,254,000

- Projects by funds by Fiscal Year
 - General Government

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
GG-23	2020 General Plan (RTP & PTOSMP)		350,000	300,000			650,000
GG-XX	Territory Square Expansion					550,000	550,000

	Phase 1						
GG-XX	Network Server Infrastructure		16,000	56,000	125,600		197,600
GG-XX	Enterprise Data Storage Infrastructure	15,200	1,650	10,400	15,200		42,450
GG-XX	GIS Server		8,000	17,000			25,000
GG-XX	Silver King Balcony Repairs	10,000					10,000
	TOTAL PROJECT COST	25,200	375,650	383,400	140,800	550,000	1,475,050

**Vehicles included with Fleet*

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Capital Project Fund	25,200	375,650	383,400	140,800	550,000	1,475,050
TOTAL PROJECT FUNDING	25,200	375,650	383,400	140,800	\$550,000	1,475,050

Mr. Brent Billingsley, Town Manager, stated that the Enterprise Data Storage Infrastructure project is to update the existing servers which have surpassed their useful life. One server had to be replaced this year and there is also a safety issue at the Silver King Marketplace that needs to be addressed.

Mr. Billingsley stated that the Town is required, per State law, to update the General Plan every ten years. The existing Plan is almost nine years old. It is costly to do the work needed to update the General Plan which is why the cost is being spread out over multiple years. \$350,000 has been budgeted in FY18/19 for work on the General Plan. Part of the work will include updating the Transportation Plan, which was last updated in FY08/09 in a combination effort with the Town of Coolidge. The updated Transportation Plan will become the circulation element in the General Plan.

Mr. Billingsley stated that next fiscal year, the Parks, Trails, and Open Space Masterplan will be updated and will also become part of the General Plan as well. He stated that there are three small projects that will be incorporated into the Parks, Trails and Open Space Masterplan for a cost reduction.

Mr. Billingsley stated that the Water Sustainability Plan will also be completed; however this is not included in the \$350,000 budgeted.

Mayor Walter asked that the Town reach out to Maricopa Association of Governments (MAG) for possible partnership with some of the projects. This may result in some cost savings to the Town.

Mayor Walter asked that the Silver King Marketplace issues be added to an upcoming agenda.

- Parks and open space

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
POC-12	Florence Cemetery Main Access Paving			50,000			50,000
POC-13	Florence Cemetery Fencing		17,800				17,800
POC-25	Ancient Order of United Workers Cemetery/Florence Rotary		30,000	250,000	50,000		330,000
POC-26	Central Arizona Project Canal (CAP) Trail Development					25,000	25,000
POC-29	Dog Park Improvements			13,313	98,001	133,814	245,128
POC-30	Main Street Park Improvements			22,238	171,097	193,597	386,932
POC-31	Poston Butte Open Space and Trails Development (pursing grant funding)	69,000	275,000	915,000			1,259,000
TOTAL PROJECT COST		69,000	322,800	1,516,551	1,121,088	1,154,401	4,183,840

**Vehicles included with Fleet*

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Capital Project Fund		322,800	1,516,551	1,121,088	1,154,401	4,114,840
Grants	69,000					69,000
TOTAL PROJECT FUNDING	69,000	322,800	1,516,551	1,121,088	1,154,401	4,183,840

Mr. Billingsley stated that the Poston Butte Open Space and Trails Development has been included in the CIP and they will be pursuing a grant for this project. This project was identified as a priority in the last year's CIP. Mr. Bryan Hughes, Parks and Recreation Director, has been working to acquire funding as well as had conversations with the Bureau of Land Management regarding the surrounding properties. He stated that this is a project that cannot wait due to the development in the area and the placement of the North South Corridor.

Councilmember Larsen inquired about the request to put a light at the skate park.

Mr. Billingsley stated the Council requests will be discussed at a future Worksession.

Public Safety

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
PSF/P-01	Radio Equipment			226,000			226,000
Fire	Cardiac Monitors (Grants)			35,000	35,000	35,000	105,000
PSF-02	Extrication Equipment		35,000				35,000
PSP-06	Remodel of Evidence Building Garage			650,000			650,000
TOTAL PROJECT COST		\$0	\$35,000	\$911,000	\$35,000	\$35,000	\$1,016,000

**Vehicles included with Fleet*

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Capital Project Fund			385,000	35,000	35,000	\$455,000
Grants		35,000	226,000			\$261,000
Financing			300,000			\$300,000
TOTAL PROJECT FUNDING		35,000	911,000	35,000	35,000	1,016,000

Councilmember Anderson inquired about the radio equipment.

Mr. Billingsley stated that the Town is pursuing grant funding for the purchase of the radio equipment.

- Highway User Revenue Fund (HURF)/Transportation

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
SU-01	Storm Water Master Plan		100,000	200,000			300,000
T-08	Street Improvement Phase IV - Florence Gardens (HURF Bond)	750,000					750,000
T-09	Street Improvement Phase V - Florence Gardens (HURF Bond)	875,000					875,000
T-12	Kelvin Highway Bridge Replacement		500,000		4,000,000		4,500,000
T-14	Roundabout or intersection improvement @ SH79 & 287			2,100,000			2,100,000
T-17	Diversion Dam Improvements	83,000					83,000
T-31	Felix Road 1/2 Road Improvements (Mesquite Trails)	50,000	575,000				625,000
T-32	Adamsville Rd 3/4 Mile Extension to Plant Road				225,000		225,000
T-40	Street Improvements - Ruggles				225,000		225,000
T-41	Pinal St Drainage (Butte to Ruggles Ditch)				525,000		525,000
T-60	E. 1st Street Pavement (HURF Bond)	600,000					600,000
T-61	Survey Monumentation/Benchmarking - Phase I		100,000				100,000
T-64	Elementary School Area Improvements		500,000				500,000
T-66	Adamsville Road Improvements						

	(Central to Centennial Park)				850,000		850,000
T-67	Adamsville Road Main to Central			1,000,000			1,000,000
T-69	Pavement Preservation	600,000	500,000	500,000	500,000	500,000	2,600,000
T-XX	PARA Grant	250,000					250,000
T-XX	Safe Route To Schools (SRTS) Grant and HURF (School Zones)	42,000	150,000				192,000
TOTAL PROJECT COST		3,250,000	2,425,000	3,800,000	6,325,000	500,000	16,300,000

**Vehicles included with Fleet*

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
HURF	733,000	2,275,000	3,800,000	6,325,000	500,000	13,633,000
HURF Bond	2,225,000					2,225,000
Grant (Planning Assistance Rural Area (PARA))	292,000	150,000				442,000
TOTAL PROJECT FUNDING	3,250,000	2,425,000	3,800,000	6,325,000	\$500,000	16,300,000

Mr. Jarvis explained the funding sources for the HURF projects. He stated that \$292,000 will be funded from the PARA grant in FY17/18.

Mayor Walter discussed a prior program that taught students about safe traveling to and from school and asked if it can be resurrected.

Mr. Dan Hughes, Police Chief, stated that they are willing to partner with the school regarding the program.

Mr. Billingsley stated that there were several projects that were approved in the budget last year and most projects will be accomplished by year end. He stated that there are some projects that will not be completed because they do not have the staff in place at this time. Those projects will move into the next CIP year.

Mr. Billingsley discussed the HURF Revenue Bonds that were used for regional projects, such as Florence Heights Road. He stated that future projects include:

- Phase IV and V in Florence Gardens.
- 1st Street Project
- Safe Routes to School Project, as requested by Council
 - Will receive a grant from Safe Routes to School to do an engineering study of the elementary and junior high school crossings.
 - American Leadership Academy (ALA) is on an arterial street.
 - There cannot be crosswalks on arterial streets.
 - Will invite ALA to meetings.

- Water Fund

PROJECT NO.	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
WU-23	Water Well #1/Chlorine Building	350,000					350,000
WU-26	Water Storage Tank N Florence	20,000					20,000
WU-38	Water Line Replacements	325,000	325,000	325,000	325,000	325,000	1,625,000
WU-80	Well #3 Noise	10,000					10,000
WU-XX	Downtown 12" Loop (CDBG)	500,000	525,000	550,000			1,575,000
WU-XX	12" line extension to serve Florence High School	45,000	231,500	125,000			401,500
WU-XX	Water upgrade south of 287 Centennial Park Road 8" Loop				125,000		125,000
WU-XX				80,000	145,000		225,000
WU-XX	12" Upgrade from Ruggles to Butte				425,000		425,000
WU-XX	Well refitting	40,000	40,000	40,000	40,000	40,000	200,000
WU-XX	Well #4 Well Pump Rebuild		110,000				110,000
TOTAL PROJECT COST		\$1,290,000	\$1,231,500	\$1,120,000	\$1,060,000	\$365,000	\$5,066,500

**Vehicles included with Fleet*

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Water	1,290,000	1,231,500	1,120,000	1,060,000	365,000	5,066,500
TOTAL PROJECT FUNDING	\$1,290,000	\$1,231,500	\$1,120,000	\$1,060,000	\$365,000	\$5,066,500

Mr. Billingsley stated that the Downtown 12" Loop has been added to the CIP. This is the waterline that is needed to improve fire flows in the eastern part of Florence. Funding will include the CDBG Grant. He explained that the Well Refitting Project includes the pulling of each of the five wells every five years for maintenance which will ensure that all of their parts are in good condition. There is reduced production when the wells are not properly maintained.

- Wastewater

PROJECT NO.	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
SU-05	Recharge Injection Wells/Polishing Lagoons		500,000				500,000
SU-06	Sewer Main Extensions & Replacements	150,000	150,000	150,000	150,000	150,000	750,000
SU-20	Recharge Facility Expansion			40,000	200,000		240,000

SU-84	Miscellaneous (Sewer Projects)	100,000	100,000	100,000	100,000	100,000	500,000
SU-85	Recharge Permitting & Design	50,000					50,000
SU-XX	WWTP Compliance/Permitting Equipment	38,500					38,500
SU-XX	South WWTP Improvement Modifications	200,000	300,000				500,000
SU-XX	South WWTP Expansion Headworks	150,000	1,000,000	1,000,000			2,150,000
SU-XX	System Wide Capacity/Condition Analysis	150,000					150,000
SU-XX	Main Street Sewer Main Replacement		500,000	500,000			1,000,000
SU-XX	Annual Sewer Line Maintenance Program	65,000	65,000	65,000	65,000	65,000	325,000
SU-XX	SWWTP sound/odor attenuation	75,000					75,000
SU-XX	SWWTP disinfection system upgrade			25,000	3,000,000		3,025,000
SU-XX	Merrill Ranch Waste Water Treatment Plant location, design, and construction		75,000				75,000
TOTAL PROJECT COST		978,500	2,690,000	1,880,000	3,515,000	315,000	9,378,500

**Vehicles included with Fleet*

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Sewer	728,500	2,690,000	1,880,000	3,515,000	315,000	9,128,500
Impact Fees - Sewer	250,000					250,000
TOTAL PROJECT FUNDING	\$978,500	\$2,690,000	\$1,880,000	\$3,515,000	\$315,000	9,378,500

Mr. Billingsley stated that sound and odor issues at the South Wastewater Treatment Plant will be discussed at a separate time.

- Fleet

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
NEW	Senior Van Cut-away (5310 Grant)	75,000					75,000

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PW-HURF	Street Sweeper (CMAQ Grant)	176,000					176,000
Sanitation	1/2 ton Double Cab Pickup (Enterprise)	30,000					30,000
PS-PD	Patrol	41,000					41,000
PS-PD	Patrol	41,000					41,000
PSF-03	Water Tender (Grant)	200,000					200,000
PSF-04	Utility/Support Vehicle Refit		20,000				20,000
PS-PD	Patrol		41,000				41,000
PS-PD	Patrol		41,000				41,000
PS-PD	Patrol		41,000				41,000
PS-PD	Patrol		41,000				41,000
PW-HURF	Dump Truck		124,000				124,000
PW-HURF	Pickup			36,000			36,000
PW-HURF	Pickup			36,000			36,000
PW-HURF	Pickup			36,000			36,000
PS-PD	Patrol			41,000			41,000
PS-PD	Patrol			41,000			41,000
PS-PD	Patrol			41,000			41,000
PW-Utilities	Pickup			72,000			72,000
PW-HURF	Water Truck			90,000			90,000
PSF-05	Transitional Response Vehicle (Grant)			160,000			160,000
PW-Sewer	Jetter Truck			340,000			340,000
PS-PD	Patrol				41,000		41,000
PS-PD	Patrol				41,000		41,000
PS-PD	Patrol				41,000		41,000
PS-PD	Patrol				41,000		41,000
PW-HURF	Stake Bed Truck				59,000		59,000
PW-Utilities	Pickup					36,000	36,000

PW-Utilities	Pickup					36,000	36,000
PW-HURF	Pickup					36,000	36,000
PW-HURF	Pickup					36,000	36,000
PS-PD	Patrol					41,000	41,000
PS-PD	Patrol					41,000	41,000
PS-PD	Patrol					41,000	41,000
	FLEET TOTAL	563,000	308,000	893,000	223,000	267,000	2,254,000

Mr. Jarvis explained that the fleet is closely monitored with regards to maintenance costs to ensure that the vehicles are replaced when necessary. Grants are available to assist in purchasing some of the necessary equipment or vehicles as needed.

Mayor Walter inquired how many dump trucks the Town currently has and if one of the dump trucks needed to be replaced.

Mr. Billingsley stated that the truck will be used for hauling rock and asphalt and will not be a garbage truck. It will be a replacement of an existing vehicle.

Councilmember Wall inquired what a jetter truck is.

Mr. Billingsley explained what a jetter truck is and the different functions that it does. He stated that it is similar to a pressure washer that it is used to clean out sewer lines. The Town currently rents a jetter truck several times per year or contracts the work out.

- Council requests
 - Repave Aero Park runway
 - Improve lighting and road signage at State Route 79 (SR 79) and Hunt Highway and Felix and Hunt Highway
 - Lighting at the skate park
 - Lights at the school zones (SRTS Grant)
 - Electric bulletin boards
 - Façade Program

Mayor Walter requested that a street maintenance schedule be added to ensure that the streets are included in the CIP. She stated that a traffic signal at the intersection of Felix and Hunt Highway has been requested.

Mr. Billingsley explained that the Felix and Hunt Highway Intersection does not warrant a signal warrant analysis at this time and that the intersection of SR 79 and Hunt Highway does, per Arizona Department of Transportation (ADOT). Staff will reach out to ADOT prior to the Work Session to see if there have been any updates.

- Next Steps
 - Staff recommends that the Town Council consider scheduling a Council Work Session
 - The Work Session would be dedicated to reviewing the CIP in depth.
 - It would also provide an additional opportunity for items to be added, removed, and adjusted within the CIP.

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

Approval of accepting the register of demands ending January 31, 2017, in the amount of \$1,965,008.22.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to approve the Consent Agenda, as written.

NEW BUSINESS

Resolution No. 1618-17: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING THE TOWN OF FLORENCE SOUTH WASTEWATER RECLAMATION FACILITY MASTER PLAN, INCLUDING THE PRELIMINARY DESIGN REPORT PREPARED BY WATERWORKS ENGINEERS AND TO CONSIDER THE STUDY RECOMMENDATIONS WHERE APPROPRIATE AND FEASIBLE. (Chris Salas)

Mr. Billingsley explained that some time ago, the Town applied for Water Infrastructure Finance Authority (WIFA) Funding for a series of projects at the South Wastewater Treatment Plant. One of the projects funded is to do a Design Concept Report regarding future expansions of this facility.

Mr. Jason Joynes, Wastewater Superintendent, presented the findings of the South Wastewater Reclamation Facility Master Plan. He provided a brief presentation, which included:

- South Wastewater Reclamation Facility Summary
 - The plant is at 60% capacity
 - Design should start at 80 % and expansion at 90 % of capacity.
 - The current plant is designed to produce the highest level of treatment for irrigation and/or recharge to create long term water credits.
 - Some treatment units are approaching their design life.
 - The plant was designed without odor control due to the amount of undeveloped area near the facility.
 - Partial odor control can cost over \$1,000,000.
 - Full odor control is estimated to cost between \$4,800,000 to \$19,000,000 at build out.
 - The Masterplan outlines a four phased expansion program to 15.5 million gallons per day costing up to \$155,000,000.
 - Following approval of this Masterplan:
 - Review Planned Area Development

- Develop Financing and Implementation Plan
- Facility Background
 - Originally built in 1985
 - Was a Lagoon based treatment plant
 - Average Annual Day (AAD) capacity of 1.5 Million Gallons per Day (MGD)
 - **Expanded in 2007**
 - Updated to be a Sequencing Batch Reactor Plant
 - Built to 2.5 MGD
 - Operates under both an Arizona Pollutant Discharge Elimination System (AZPDES) permit and an Aquifer Protection Permit (APP).
 - Original Masterplan completed in January 2008
 - Recommended facility to be planned for 15.5 MGD
- Planning Horizon

Phase	Flow Rate – Million Gallons per Day (MGD)	Estimated Cost	Population 100/65 gallons per person per day (gpcd)
1	4.0 MGD	\$13-\$16 million	40,000 - 61,540
2	8.0 MGD	\$35-\$40 million	80,000 - 123,080
3	12.0 MGD	\$35-\$40 million	120,000/184,620
4	15.5 MGD	\$30-\$45 million	160,000 - 246,150

- Expansion Concept
 - Activated Sludge Options
 - Flow through nutrient removal process
 - Site planning based on technology requires larger process and equipment area
 - Membrane Bioreactor
 - Flexibility to accommodate future technologies
- Proposed Facilities
 - New Influent pump station
 - New headworks*
 - Odor Control*
 - Primary sedimentation (depending on strength of influent wastewater)
 - Activated sludge
 - Bioreactors
 - Clarifiers
 - Tertiary Filtration
 - Disinfection (Ultra Violet or Chlorination)
 - Sludge Digestion and Dewatering
 - Site planned for future regulatory requirements, energy saving features
 - *Some critical short term improvements should be in the Town's CIP budget.
- Short-term improvements
 - Headworks
 - Influent Screens, Facility is 30 years old and is below ground's surface.
 - Influent Pump Station

- Project schedule impacted by potential development in the area
 - Upgrade the influent pump control panel
 - Upgrade the level controller and provide a redundant instrument
 - Address Phase I odor control issues
- SCADA- System assessment and preliminary design underway
 - Update logic
 - Will allow staff to make adjustments and be more efficient
 - Control of equipment
 - Update Hardware
 - Replace obsolete hardware
- Chemical Feed System
 - Chemical feed system purchased and being installed
 - New Dechlorination System
- Belt Filter Press
 - New press purchased using up the remaining WIFA loan funds
 - Install new and more efficient dewatering equipment
- Some critical short term improvements should be in the Town's CIP budget.
- Odor Control
 - Regulated by Arizona Department of Environmental Quality (ADEQ)
 - A.A.C. R18-9-B201 establishes requirements for noise and odor control at WWTPs.
 - A minimum 350 foot setback if full noise, odor, and aesthetic controls are provided for a facility that is 1 MGD or larger.
 - If full noise, odor, and aesthetic controls are not provided, then a minimum 1,000 foot setback is required.

Mr. Billingsley stated that there is a platted subdivision within the setbacks which is concerning. Secondly, staff is working on acquiring industrial easements and partnerships with adjacent property owners.

Councilmember Anderson inquired about the Windmill Winery.

Mr. Billingsley stated that it will be dealt with at the same time as Artisan Acres since they are the same owners.

Councilmember Larsen stated that the north plant is in dire need of repairs as well. She asked when those issues will be addressed.

Mr. Billingsley stated that the north plant will be decommissioned and will become a lift station in the distant future. A large regional facility will be built somewhere north of the river in the distant future as well. There are plans in the current CIP to upgrade the north plant as well as an internal plan on how the upgrades will be done. He explained what upgrades will be done. There is a 10 to 20 year design life, depending on when the new facility will come online.

Mr. Billingsley stated that with regards to the phases of the Master Plan, the evaluations will be done based on capacity and not population totals. The document provides the triggers as to when they need to move forward. Completed housing projects will also affect flow to the plant.

Mr. Joynes stated that the flow is monitored daily and reports are generated based on this information and forwarded to ADEQ. He stated that ADEQ will notify the Town when the Town is reaching capacity. ADEQ can also stop the growth until the expansion has been done.

Councilmember Larsen inquired if the expansion has to be done if there is no growth.

Mr. Billingsley explained that the document is a plan that is submitted to ADEQ which shows that the Town is being responsible under their permit and have made an effort on a preliminary basis to determine what needs to happen should the Town continue to grow. Staff will still come before Council with regards to purchasing of equipment, upgrades on site, and technology upgrades.

Mr. Billingsley stated that a blower recently needed to be replaced and two other blowers are in need of major repair. The process used for disinfection needs to be replaced as well. These items are not part of the plan; however, they are referenced in the plan.

Councilmember Wall asked that solar be considered to assist with the reduction of electrical costs in future projects.

Mr. Joynes stated that the Town advises APS of any new equipment that is installed at the plant for possible rebates.

Mayor Walter inquired about possible public discussions regarding water conservation with regards to the relationship with water usage per capita.

Mr. Joynes stated that conversations can start taking place now. He stated that they are working on several projects to help with the water credits and recharge.

Mr. Billingsley explained how the trend is moving to reduce the footprint and to go green. He explained that alternative fuel vehicles save on fuel; however, it results in a reduction in gas tax revenues but does not decrease the maintenance costs of roadways. He stated that there have been drastic improvements in fuel efficient and water conservation items. There are also incentives from the providers for those who reduce their footprint.

Councilmember Anderson stated that he would like to see a plan that identifies triggers as to what needs to be done each time the Town meets one of the triggers at the wastewater treatment plant.

Mr. Billingsley stated that the plan is something that Mr. Chris Salas, Public Work Director, and the consultants will create.

Mayor Walter asked that staff look at how the Town can provide service to the Anthem area for water and wastewater.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1618-17.

Discussion/Approval/Disapproval of entering into a contract with FWC Supply, LLC, through a City of Phoenix Cooperative Contract, to provide parts for waterline projects on 1st Street, medical office building, and Circle K, in an amount not to exceed \$100,000. (Chris Salas)

Mr. Chris Salas, Public Works Director, stated that the contract was competitively bid and will provide the Town will an opportunity to utilize the cooperative contract to save money.

Mr. Salas stated that the Town has spent approximately \$24,000 with the current vendor and is seeking authorization to purchase up to \$100,000. He stated that purchases would be made for water line infrastructure parts for 1st Street, a medical office, and the Circle K projects.

Councilmember Anderson inquired who will install the parts for the projects.

Mr. Salas stated that the Town staff will furnish the labor for the projects.

On motion of Councilmember Guilin, seconded by Councilmember Hawkins and carried to enter into a contract with FWC Supply, LLC, through a City of Phoenix Cooperative Contract, to provide parts for waterline projects on 1st Street, medical office building, and Circle K, in an amount not to exceed \$100,000.

Discussion/Approval/Disapproval to extend the professional services contract term with EUSI, LLC, through March 31, 2018 and approval of Task Order No. 4 to the professional services contract for Public Works Management Support and Consulting Services, in an amount not to exceed \$56,400, plus project related fees. (Chris Salas)

Mr. Salas stated that the EUSI contract has:

- Been reduced by 50% by Task Order No. 4
- Amended the contract to do a monthly accounting rather than a lump sum which helps with reduced costs.
- Narrowed the focus to transition to do everything in-house

Mr. Salas explained that due to time constraints and the amount of work that needs to be completed, EUSI is being utilized to oversee some of the smaller projects. He provided a brief description of the projects that EUSI will assist on.

Mayor Walter asked for clarification regarding service provided to residents by Johnson Utilities and the Town of Florence.

Mr. Billingsley defined the areas that are serviced by Johnson Utilities and the areas that are serviced by the Town of Florence.

Mayor Walter inquired where the funding will come from.

Mr. Salas stated that the costs will be expensed from the water and wastewater funds.

Councilmember Wall inquired if the “not to exceed” amount will cover all the items identified in Task Order No. 4.

Mr. Salas stated that the goal is to work within the budgeted amount.

Councilmember Wall inquired if staff anticipates bringing forward additional task orders with additional amounts to the Council for consideration.

Mr. Salas stated that there is nothing forthcoming.

Mr. Billingsley stated that there may something in the future.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried to extend the professional services contract term with EUSI, LLC, through March 31, 2018 and approval of Task Order No. 4 to the professional services contract for Public Works Management Support and Consulting Services, in an amount not to exceed \$56,400, plus project related fees.

LEGISLATIVE REPORT

Mr. Billingsley provided an update on the following bills:

- HB 2088 – Incorporation Bill
 - Approved and signed into law
- HB 2179 – Municipalities, Counties and IGA Requirements
 - Died
- HB 2143 – Public contracts and procurement
 - Must bid out any construction work over \$25,000
 - Died
- HB 2212 – Federal financial assistance reports
 - Would be requirement that cities/towns submit annual reports on how they handle federal funding
 - Still moving forward
 - Has passed the House
 - Scheduled for third read in the Senate

TOWN MANAGER'S REPORT

There was nothing to report.

DEPARTMENT REPORTS

Community Development

Courts

Finance

Fire

Library

Parks and Recreation

Police

Public Works

The Department Reports were received and filed.

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CALL TO THE PUBLIC

There were no public comments

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins stated that he was pleased with the Florence Heights Road Project. He stated that traffic limitations need to be reviewed for Florence Heights Road so it does not get destroyed by semi-trucks.

Councilmember Walls attended the Teen Leadership Symposium and some of the breakout sessions. She was impressed with the attendees and facilitators. The event was well organized.

Councilmember Larsen thanked Mr. Jarvis for his thorough presentation.

Councilmember Anderson thanked the staff for the Strategic Planning process that Council attended.

Vice-Mayor Woolridge stated that the Teen Leadership Symposium was well attended and everyone had a good time. She commended staff for a great event.

Mayor Walter stated that Council had a Strategic Planning Work Session and commended the work put forth by the Citizens Advisory Committee as well as staff. She stated that a lot of progress has been made and the first draft will be presented in the near future. She stated that there will be additional planning sessions and welcomed everyone wishing to attend.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3) and (A)(4) to consider its position and instruct its representatives and/or attorneys regarding:

Town's position and instruct its attorneys in regards to pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.

Town's position and instruct its attorneys in regards to Arizona Department of Environmental Quality proceedings and related Water Quality Appeals Board Case No. 16-002.

Pinal County Air Quality Control District Permit Class II Renewal, Permit No. B31219.000, Florence Copper, Inc. Update.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Mayor Walter and carried to adjourn the meeting at 8:55 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 6, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING OF THE FLORENCE TOWN COUNCIL HELD ON MONDAY, MARCH 20, 2017, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:00 pm.

ROLL CALL:

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

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Mr. Jerry Ravert, Florence Resident, stated that he has lived in Florence since 1983 and has worked for the Arizona State Parks for approximately 34 years. During his time in Florence, he has served as Park Manager for The McFarland State Park, served on the Historic District Advisory Commission, helped start the first home tour and served as a reserve Police Officer and Emergency Medical Technician.

Mr. Ravert stated that he and his wife own and are rebuilding the J. P. Michea home. He stated that he has written letters to Council advising them of actions that he believes are adversely affecting Main Street and the Historic District. The final blow is when the Town allowed the property owner to demolish the small adobe building next to his home on Ruggles Street.

Mr. Ravert asked to meet with the Town Manager, Town Council, Town Staff and anyone who is interested in hopes of discussion that will lead to action. He stated that the Historic District and Main Street need help and he would like to see the ideas that are generated from the conversations be incorporated into the Strategic Plan and help the Town become sustainable.

Mayor Walter asked that Mr. Brent Billingsley, Town Manager, set up a meeting between herself, Mr. Billingsley, Mr. Ravert and any other councilmembers who would like to attend.

Councilmember Hawkins stated that he would like to attend the meeting.

PRESENTATIONS

Presentation by Walter Richter, Southwest Gas, of a monetary donation to be used towards the Florence Teen Council Program.

Mr. Walter Richter, Southwest Gas, presented a \$500 check to the Florence Teen Council Program to allow them to take part of the Arizona League of Cities and Towns.

Mr. Richter stated that Southwest Gas did a project that impacted the Florence Baptist Church which Vice-Mayor Woolridge and Pastor Woolridge are affiliated with. When asked what Southwest Gas could do, knowing the issues that resulted because of the parking lot project at the church, Vice-Mayor Walter mentioned the Florence Teen Council.

Mayor Walter thanked Southwest Gas for the donation and Vice-Mayor Woolridge for recommending the Florence Teen Council to be the recipients of the donation.

Presentation on the Florence Teen Council promotional video.

Mr. Bryan Hughes, Parks and Recreation Director, stated that the Florence Teen Council (FTC) members have worked with the IT interns to create a promotional video.

Mr. Kim "Koko" Hunter, FTC, showcased their promotional video on the FTC that will be used for promotion and recruitment purposes. The video includes the members speaking about the benefits of becoming a member which includes the ability to help others.

Ms. Bailey Osborn, FTC Member, thanked the Council for their support.

Mayor Walter asked Bailey what she loves about the Florence Teen Council.

Ms. Osborn stated that the FTC helps keep her busy. The FTC makes its members accountable for their grades and teaches them skills such as responsibility, planning, budgeting, how to get along with one another and how to better our community.

Mr. Brent Billingsley, Town Manager, stated that the IT interns have been challenged to create a series of videos for Channel 11 and this was their first video. He recognized the IT interns for their hard work.

Update on the Council's Strategic Plan and adoption process.

Mr. Billingsley stated that the Town has been in the Strategic Planning process for approximately one year and is now reaching the end of the process. He stated that the next process is the draft Strategic Plan and review process. The next and final step will be the adoption of the Strategic Plan.

Mr. Billingsley stated that a Vision Statement was created at the Strategic Planning Retreat, which reads:

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“Florence provides a safe, diverse, family-friendly community in which to live, work and play. Florence strives for economic and environmental sustainability, while protecting and promoting its unique history and culture.”

Mr. Billingsley stated that a number of planned priority areas were identified as part of the retreat by the Town Council, which included: community vitality, economic prosperity, leadership and governance, partnerships and relationships, and transportation and infrastructure. He stated that enhanced communication was something that resonated amongst all Councilmembers and will be included in each of the priority areas. The objectives for each of the five planned priority areas are being developed. The objectives are general in nature but point to specific tasks to be undertaken based on the information provided at the retreat. He stated that the list of objectives will be presented to Council and will be followed by an implementation document which will be measured and presented to Council bi-annually.

Mr. Billingsley stated that the next steps include:

- Finalizing the objectives for each of the priority areas
- Complete the measurability document
- Looking at the strategies on how the Town accomplishes things and how is it being documented.
- Complete the draft Strategic Plan for Council review
- Production of Council final Strategic Plan
- Implementation of the Plan
- Update of Strategic Plan every three years.

Councilmember Anderson inquired about the timeline.

Mr. Billingsley stated that the objective document is nearly complete and is currently under internal review. The objectives will be presented at the next Council meeting and it will take some time to produce the final document.

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

a. Adoption of Resolution No. 1619-17:

Mayor Walter read Resolution No. 1619-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING AN APPLICATION FOR LIGHTING AT THE PINAL COUNTY HISTORICAL MUSEUM TO THE GILA RIVER INDIAN COMMUNITY.

b. Adoption of Resolution No. 1620-17:

Mayor Walter read Resolution No. 1620-17 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,
SUPPORTING AN APPLICATION FOR A 3,000 GALLON WATER TENDER FOR THE FIRE
DEPARTMENT TO THE GILA RIVER INDIAN COMMUNITY.**

- c. **Approval of the acceptance of the improvements for the Anthem at Merrill Ranch Subdivision Unit 17C prior to the start of the warranty period which shall be retroactive to September 13, 2016. (Chris Salas)**
- d. **Approval of the February 6, February 21, and February 24, 2017 Town Council meeting minutes.**
- e. **Receive and file the following board and commission minutes:**
 - i. **February 9, 2017 Arts and Culture Commission minutes.**
 - ii. **January 25, 2017 Historic District Advisory Commission minutes.**
 - iii. **August 17, 2016 Library Advisory Board minutes.**
 - iv. **December 15, 2016 Planning and Zoning Commission minutes.**

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written, with the exception of Item c.

- c. **Approval of the acceptance of the improvements for the Anthem at Merrill Ranch Subdivision Unit 17C prior to the start of the warranty period which shall be retroactive to September 13, 2016.**

Councilmember Anderson inquired why the warranty period shall be retroactive.

Mr. Billingsley stated that the warranty period is retroactive because Unit 17 is related to where Fire Station 2 was previously located and the work was done some time ago and should have been approved at that time. He stated that the improvements were for water and sewer that were put in place in Unit 17. The work was done at no cost to the Town of Florence.

Councilmember Anderson stated that the contractor is driving tractors over the edge of the concrete and causing damage. He inquired if the Town accepts the improvements, will the warranty address this issue.

Mr. Billingsley stated that the warranty period has passed. The improvements were done quite some time ago. The Town can address the issue with Pulte to ensure that equipment is not to be driven on the sidewalks.

Councilmember Anderson inquired about the streetlights.

Mr. Billingsley stated that he will need to address the streetlights with Mr. Chris Salas, Public Works Director, upon his return from vacation. He suggested that this item be tabled to the next Council meeting.

Mayor Walter inquired if there will be any negative ramifications if this item is delayed.

Mr. Billingsley stated the Mr. Salas would be better able to address the questions.

On motion of Mayor Walter, seconded by Councilmember Anderson, and carried to table the acceptance of the improvements for the Anthem at Merrill Ranch Subdivision Unit 17C prior to the start of the warranty period which shall be retroactive to September 13, 2016.

NEW BUSINESS

Reaffirmation of the Professional Services Contract with Nu-Trend Architectural Services, LLC, for Building Official, Architectural Support and One-Stop Shop Consulting Services entered into on December 19, 2016, in an amount not to exceed \$150,000.

Mr. Billingsley stated that staff is requesting re-affirmation for a contract that has been previously approved. He stated that the Chief Building Inspector resigned and the Town needs someone to serve in that capacity in the interim. Nu-Trend Architectural Services, LLC, (Nu-Trend) was training the Senior Building Inspector to become a Building Official as well as doing commercial inspections and commercial plan review.

Mr. Billingsley stated that even though the duration of the contract and the cost will remain status quo, the scope is changing to include building official work.

Councilmember Anderson inquired about the fee of \$880.00 per day/\$80.00 per hour.

Mr. Billingsley stated that the fee is for Nu-Trend staff to work 10 hour days and includes one-way of travel.

Councilmember Larson inquired if the contract becomes null and void if they fill the position prior to the term of the contract.

Mr. Billingsley stated that recruitment will commence immediately for the Senior Building Inspector and once the position is filled the contract will revert back to the original agreement.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to reaffirm the Professional Services Contract with Nu-Trend Architectural Services, LLC, for Building Official, Architectural Support and One-Stop Shop Consulting Services entered into on December 19, 2016, in an amount not to exceed \$150,000.

Discussion on the Town of Florence Code of Ordinances as it relates to Council compensation.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated Councilmember Anderson asked staff to make revisions to the Town Code to allow for compensation for travel when attending liaison duties. Council has been provided a memorandum which includes different options.

Ms. Garcia stated that staff will draft the documents for Council's consideration once Council makes a decision on what they want done with regards to the Town Code.

Councilmember Anderson stated that he is on a couple of committees that require him to travel within Pinal County and the current Town Code only allows for three trips per year. He would like to continue with the committees. Staff has offered to chauffeur him to the meetings; however, he does not feel this is an efficient option. He has also been offered the use of a town vehicle; however, it is 24 miles round trip to come to Town Hall to pick up and drop off the Town vehicle. He stated that it is cost effective for him to be reimbursed mileage. He stated that he is in favor of Option 2.

Councilmember Wall inquired about the verbiage of Option 2 which states that Councilmembers would follow the same policies as Town employees. She asked what is the Town employee policies regarding travel.

Ms. Garcia states the federal rate for travel is used for reimbursement to staff. Department heads received a stipend for travel so they do not receive any reimbursement for travel done within Pinal County.

Councilmember Guilin inquired if employees are allowed to have the option of using a Town vehicle or their own vehicle.

Ms. Garcia stated that employees are allowed to use their personal vehicle and receive compensation at the federal rate if a Town vehicle is not available.

Vice-Mayor Woolridge inquired of Councilmember Anderson what committee meetings is he attending that are outside the Town of Florence and if they are relevant to the Town.

Councilmember Anderson stated that he attends the Pinal County Water Augmentation meetings and Pinal County Partnership meetings.

Councilmember Larsen inquired if there is availability to appear telephonically.

Councilmember Anderson stated that there is the availability to appear telephonically, which he had done once before; however, he did not find this effective. He stated that there is discussion that takes place before and after the meetings that is important.

Councilmember Hawkins stated that it is his understanding that since the Town has an agreement with Tonopah, they are no longer part of the Central Arizona Water Augmentation Authority (PCWAA).

Mr. Billingsley stated that Town still belongs to the Central Arizona Water Augmentation Authority (CAWAA) and have paid the fees for this year. The Town no longer contracts through CAWAA with regards to the Town's CAP allotment and now contracts through Tonopah Irrigation and Drainage District.

Councilmember Hawkins inquired what the membership fee was for CAWAA.

Mr. Billingsley stated that the membership fee is approximately \$20,000 annually.

Councilmember Hawkins stated that he does not see the relevance in attending the meetings. He stated that the Town needs to be cognizant with regards to spending, specifically with all that is taking place at the state and federal level. He stated that the Town needs to look at ways to conserve its money.

Mayor Walter stated that Mr. Billingsley and Ms. Garcia are reviewing the Town's memberships with the various organizations and evaluating each one to determine if the Town needs to continue membership with each of them.

Councilmember Anderson stated that the issue is not if they need to belong to an organization, but rather if Council is required to travel they should be reimbursed.

Councilmember Guilin concurred with Councilmember Anderson. She stated that travel does not occur often and is a small expenditure.

Councilmember Hawkins stated that he agrees with reimbursement if one is asked to attend a meeting.

Ms. Garcia stated that in Option No. 2, allows for trainings and conferences, as deemed beneficial to the Town of Florence and as allowed by the annual budget. The trainings and conferences are included within the Town's budget, which means that there is still oversight by the Town Council. An individual Councilmember is not assigned to each conference and/or training.

Mr. Billingsley asked for confirmation that Council is chose Option 2 and for staff to present Option No. 2 for approval at the next meeting.

Mayor Walter confirmed that Council is requesting to move forward with Option No. 2.

Ms. Garcia stated that staff will be separating reimbursement from compensation. Council may not increase its own compensation; therefore, any approved salary increases will not take effect until after the next regular election. This item is not about direct compensation but reimbursement for travel related expenses, which is why it will be separated.

Councilmember Anderson inquired if he is no longer to attend the CAWAA meetings.

Mayor Walter explained that he is able to attend is he so chooses. He can attend telephonically, in person by utilizing the Town's vehicle or by using his own vehicle; however, he will not be reimbursed for travel. Another member of Council could also attend.

Discussion occurred on the benefits of attending the CAWAA meetings.

Discussion on Council Rules of Procedure.

Ms. Garcia stated that each election cycle staff provides a copy of the Council Rules of Procedure for the Council for review to ensure that staff is conducting the Council meetings as Council desires.

Ms. Garcia stated that in December 2016, staff provided the Mayor and Town Council copies of the Town Council Rules of Procedure. Members of Council have provided written comments to the Clerk's Office and all comments have been incorporated into the 2017 version of the Town Council Rules of Procedure. She stated that if Council is in agreement, staff will bring this item back to Council for adoption in the form of a resolution.

Ms. Garcia inquired if Council still wants to have their meetings on the first and third Mondays of each month and the same time.

Council would still like meetings to continue with having their meetings on the first and third Mondays of each month at 6:00 pm.

Councilmember Anderson inquired if the meetings can be held at the Fire Department in Anthem.

Ms. Garcia explained why staff prefers to have the Council meetings at Town Hall because of the availability to set up for overflow. She explained that per Open Meeting Law, audio must be available for the public to participate in the meetings. Town Hall has the availability of having audio in the foyer and in the parking lot in the event of overflow. The Fire Department No. 2 does not have that capability for overflow and it would be costly to modify the building to allow for overflow.

Councilmember Anderson stated that the Town has had meetings at Anthem in the past.

Ms. Garcia stated that the Town has utilized the Anthem facilities because they have the capability to handle overflow. She stated that there is a cost associated with utilizing their facilities. She stated that all regular meetings are held at Town Hall; however, meetings that are held elsewhere are considered special meetings.

Ms. Garcia inquired if Council wants to continue to earmark the second and fourth Mondays for Work Sessions.

Mayor Walter stated that Council will continue to earmark the second and fourth Mondays for Work Sessions.

Councilmember Wall stated that the Council needs to be flexible due to the length of meetings.

Ms. Garcia explained that special meetings are handled differently from work sessions and can be held on various dates and times.

Ms. Garcia inquired if Council wants to have Executive Session independent from regular meeting at a set time.

Mayor Walter stated that Council would prefer the executive sessions to be held after the regular meetings.

Ms. Garcia inquired if Council wants to continue to have Call of the Public at the beginning and end of the Council meeting, and if a speaker request form should be required for each. She

explained that the purpose of the speaker request form is to gather contact information should follow-up be necessary. It would be staff's preference if speaker request forms were required.

Mayor Walter stated that the speaker request forms will be required for both Calls to the Public.

Councilmember Wall stated that the first call to the public is to allow for speakers to address items that are on the agenda and the second call to the public is for general comments.

Ms. Garcia inquired if the Council wants the election of Vice-Mayor to be for two or four years.

Ms. Garcia explained how the election process for the Vice-Mayor position.

Councilmember Anderson stated the election of the Vice-Mayor should be every two years.

Mayor Walter stated that the election of the Vice-Mayor will be every two years.

Ms. Garcia inquired if Council wants to consider a summer recess or a winter recess. She explained that Council could elect to not hold a regular scheduled meeting in July and/or December. If blackout dates are chosen, staff can schedule to have their items presented to Council at a different scheduled meeting.

Councilmember Wall inquired what has been done in the past.

Ms. Garcia explained that it has varied from year to year. She stated that there have been cancellations of meetings if there was nothing to present to Council.

Discussion occurred on the possibility of going dark for one meeting in July and one in December.

Councilmember Wall expressed her concern about not having a meeting because business still needs to continue.

Ms. Garcia stated that staff can call a special meeting if there is something pending that cannot wait until the next meeting.

The direction from Council is to not have a Council meeting on the first meeting in July nor the second meeting in December.

Ms. Garcia inquired if Council wants to consider changes to the consent agenda rules. She stated that the following agenda items are added to the consent agenda:

- Items that are routine in nature and cost less than \$100,000
- Resolutions

Ms. Garcia stated that ordinances cannot go onto the consent agenda.

Mayor Walter stated that Council prefers that the consent agenda rules remain status quo.

Ms. Garcia inquired if Council would like changes made to the Request for Council Action Form. (RCA)

Mayor Walter stated that discussion had occurred previously regarding the addition of a section that identifies the pros and cons or implications associated with the Council decision if they vote yes or no on that item.

Discussion occurred on the addition of the section on the RCA form that would advise Council of what implication(s) will occur if a councilmember casts a yes or no vote on that item.

Mayor Walter stated that the decision is to add the implication section to the RCA.

Councilmember Guilin asked that the value of the infrastructure that is being accepted be included in the RCA. She stated that it is important to list the value of the infrastructure for reporting purposes for the Finance Department. She stated that the statement should read: "This is going to be reported as an asset to the Town of Florence in the amount of _____."

Councilmember Anderson stated if a councilmember would like an item added to the agenda that it be forwarded to Mr. Billingsley and he will reach out to each Councilmember to ensure that the Open Meeting Law is not broken.

Mr. Clifford L. Mattice, Town Attorney, stated that it was appropriate to add an item in such a manner.

LEGISLATIVE REPORT

Mr. Jess Knudson, Assistant Town Manager, stated that they are in the last week for bills to be heard in the opposite chamber coming from the committee and deadlines are fast approaching in which some bills may die. He stated that this is also a time when striker bills pop up so they can try to fast track it through the system. He stated that they can strike all the language and put a brand new bill together and try to get it to pass by fast tracking it. He discussed the following bills:

- HB 2365 (sister bill 1214)
 - Deals with small cells and cellular companies
 - Allows cellular companies to set up small towers throughout the community
 - Language is being added to protect municipalities
- HB 2495
 - Pertains to consolidated elections
 - Bill failed in committee
- HB 2212
 - Federal financial reporting which mandates cities and towns to generate a manual report discussing how the municipality would be impacted if they did not receive the funding.
 - The bill is moving forward; however, there is an amendment to not include political subdivisions.
 - Only the state will be part of this process; cities and towns are excluded
- Invalid annexation bill for populations of 2,000,000 +(striker bill)
 - Does not affect Florence

- Requires that municipalities provide all services/infrastructure within 10 years to the homes within the annexation area.
 - Land would revert back to the county if services/infrastructure is not provided within the time frame.

Mr. Knudson stated the discussions regarding the Governor's budget will start in the near future. He stated that one of the issues with the budget is that the Transaction Privilege Tax (TPT) will be swept away from cities and towns and will be used to fund the three universities in Arizona. He stated that the total would be approximately \$6 million and the concern is what will happen each year thereafter.

Mr. Knudson stated that the White House has released its target budget; however, it does not contain a lot of detail. He stated that two areas of concern are:

- Complete elimination of Community Development Block Grants (CDBG)
 - It equates to \$3.5 billion dollars that will be eliminated from the State of Arizona that it disburses to its cities and towns.
 - Town has used its CDBG allotment on housing rehabilitation programs, rehabilitation of the Brunenkant Building, and improvement to parks
 - Town currently has an application for CDBG funding for waterlines in the downtown area to increase water flows
 - Loss of funds would be a huge impact to the Town
- Transportation Investment Generating Economic Recovery (TIGER) Grants
 - \$900 million nationally used for infrastructure transportation projects
 - City of Maricopa previously received a \$15 million TIGER grant to be used for the overpass.

TOWN MANAGER'S REPORT

Mr. Billingsley read the following two items into the record:

"I would like to thank the Town of Florence Fire Department for their wonderful Fire Alarm Safety Program offered by you. The Fire Department members who inspected my home and put in needed extra fire alarms were very efficient, helpful and very personable. They are fine representatives for you and your department. Thank you for getting the grant and getting this great service to the Town of Florence residents."

"Dear Chief Strayer,

I'm late getting this letter out but finally found the time. I would like to thank the Florence Fire Department for helping the Sun City Anthem at Merrill Ranch Hiking Club put on another successful hike leader training class. If it wasn't for help from Captain Jim Walter and yourself, it never would have been as professionally presented as it was. Captain Walter's Power Point presentation was easy to understand and concise. Our leaders especially loved having the drag down meet this year; some thought that he was real. We have done this training program twice now and the participants love it. They feel that they are now better equipped to handle any problems or situations that may come up on the trail. I hope that we can count on you for your help again next year. Thank you."

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson stated that he and Mayor Walter attended a Veterans' Meeting in Sun City Anthem. The group needs to find an alternate meeting location to hold their meetings because Sun City Anthem only allows its residents to attend the meetings. He inquired if the Veterans' Group could utilize the meeting space at the Community Center for their meetings.

Councilmember Anderson stated that the goal of the Veterans' Group is to plan events for all veterans. They would like to:

- Create a Veteran's Memorial Garden in Florence, similar to the one in Coolidge, Arizona.
 - The memorial garden would be beneficial to the Town as it would recognize the veterans as well as bring people to Florence.
 - Could be county-wide and not only for Florence residents
- Attend the naming of the post office

Councilmember Anderson stated that he sits on the committee to make Florence a Purple Heart City which works in conjunction with the Veterans' Group.

Mayor Walter stated that Veterans' Group would like to meet with veterans that reside in Parkside so she offered the meeting space at Fire Station No. 2. She stated that she spoke with Mr. Billingsley and he has the group's contact information.

Councilmember Wall stated that she would like to know of meetings or events that take place in the community, specifically if a Councilmember resides in that area.

Mayor Walter stated that they will disseminate the information of future meetings.

Mayor Walter invited everyone to attend the events in Florence on April 1, 2017, which include:

- Spring Fling at Anthem at Merrill Ranch
- Little League Opening Day at Heritage Park
- Road to County Thunder event on Main Street

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. **Possible contract negotiations related to Attaway Crossing proposed annexation.**
- b. **Enforcement of International Building and Fire Codes for property located at 374 N Main St, Florence, AZ 85132 including Order of Notice of Unsafe Structure, Suspension of Certificate of Occupancy.**
- c. **Negotiations regarding the Town of Florence providing utilities or contracting for areas east of Felix Road.**

- d. Discussion regarding potential acquisition of utility.**
- e. Street Light Improvement District procedures.**
- f. Fire Certificate of Need (district): Fire Joint Powers Authority.**

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to adjourn the meeting at 8:40 pm.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 20, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY, MARCH 27, 2017, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER:

Mayor Rankin called the meeting to order at 5:00 p.m.

ROLL CALL:

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

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.

NEW BUSINESS

Ordinance No. 656-17:

Mayor Walter read Ordinance No. 656-17 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE ADOPTING AN APPEAL PROCESS AND CREATING A BOARD OF APPEALS FOR THE TOWN'S ADOPTED TECHNICAL CODES AND DECLARING AN EMERGENCY.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the ordinance will create Section 150.301 of the Town Code, titled Board of Appeals. The Town of Florence has technical codes in place that were previously adopted by Council. This ordinance creates an appeal process.

Mr. Brent Billingsley, Town Manager, stated that the decisions are made based on the Town Code and interpretations of the Town Code.

On motion of Councilmember Anderson, seconded by Councilmember Wall, to adopt Ordinance No. 656-17.

Roll Call Vote:

Councilmember Anderson: Yes

Councilmember Wall: Yes

Councilmember Larsen: Yes

Councilmember Guilin: Yes

Councilmember Hawkins: Yes

Vice-Mayor Woolridge: Yes

Mayor Walter: Yes

Motion carried: Yes: 7; No: 0

Discussion/Approval/Disapproval of appointing members of the appeal board.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to appoint the following to the Board of Appeals:

- Betty Wheeler, Resident, with term to expire December 31, 2020
- Gary Pranzo, Trades Person, with term to expire December 31, 2020
- Steven Nevala, Architect, with term to expire December 31, 2021
- Child Geoffrey S, P.E., Engineer, with term to expire December 31, 2021
- Charles Goodballet, General Contractor, with term to expire December 31, 2021

WORK SESSION ON THE 2017/2018 CAPITAL IMPROVEMENT PLAN

Mr. Billingsley stated that the preliminary Capital Improvement Plan was previously presented to Council. Some budget projections have recently been completed. He stated that the information being presented is in draft format and subject to change.

Mr. Joe Jarvis, Finance Director, provided a presentation in which he outlined the following:

- Final results for Fiscal Years 13/14, 14/15 and 15/16, along with the FY16/17 Budget, FY 16/17 Projection, and FY17/18 Estimate.
- The numbers received from the State with regards to revenues is changing.
- Four major funding sources for the General Fund
 - Transaction Privilege Tax (TPT)
 - Income Tax
 - Vehicle License Tax
 - Highway User Revenue Fund (HURF)
 - Sole source of income for HURF

Revenue Results and Estimates

Funding Source	FY13-14 Result	FY14-15 Result	FY15-16 Result	FY 16-17 Budget	FY16-17 Projection	FY 17-18 Estimate
State Shared						
TPT	2,222,724	2,333,703	2,449,973	2,683,450	2,263,157	2,427,630

Income Tax	2,846,311	3,091,291	3,074,531	3,382,005	3,808,517	3,205,373
Vehicle License	1,188,924	1,276,108	1,406,399	1,450,800	1,496,697	1,157,935
HURF	1,650,823	1,836,944	1,945,942	2,258,146	2,060,000	1,816,975
	7,908,782	8,538,046	8,876,845	9,774,401	9,628,371	8,607,913

- Figures are most current revenue estimates
- State overstated population figures last fiscal year which resulted in an overpayment
 - Town was not required to reimburse the State back for the overpayment
 - Projections provided by the State included the overstated population projections
 - Revenue estimates needed to be manually adjusted to remove overstated projections
 - Adjusted revenue estimates based on per capita
 - Utilized correct population figures from FY15-16
 - Town's revenue estimates are conservative

Mr. Billingsley stated that the Town will see a revenue reduction of approximately \$2.2 million in the upcoming fiscal year. The revised projection, including HURF, is an approximate \$1 million shortfall.

Mr. Jarvis continued with the presentation in which he outlined the following revenues:

- General Fund
 - Other funding sources that are not State dollars
 - Revenue is slightly less than previously
 - Partly due to homes not being built as fast
- Capital
 - Varies year by year
- Water
 - In line with what is anticipated
- Wastewater
 - In line with what is anticipated

Other Major						
Funding Source	FY13-14 Result	FY14-15 Result	FY15-16 Result	FY 16-17 Budget	FY16-17 Projection	FY 17-18 Estimate
General Fund	7,546,561	7,419,349	7,263,469	7,268,393	6,886,282	6,867,190
Capital	5,571,391	887,921	1,252,880	1,225,000	1,514,892	1,248,829
Water	2,748,145	2,665,850	2,815,409	2,717,550	2,952,744	2,916,000
Wastewater	3,621,935	3,784,250	3,969,548	3,981,856	3,884,305	3,863,625

- Revenue and expenses
 - Staff has been underspending their budget
 - Revenues are coming in as projected
 - Currently at 67% of the year has elapsed
 - 67% of revenue has been received
 - 58% of expenditures have been spent

Councilmember Guilin inquired about the decrease in the Vehicle License Tax for FY 14/15 and forward.

Mr. Billingsley stated that the State, on an annualized basis, continued to increase the amount of deferral from Vehicle License Tax to pay for the Department of Public Safety (DPS). He stated that the deferral did not increase last fiscal year and the Town received a pay back. He explained that the Town was able to balance the budget, even with a \$1.2 million deficit. The goal is to have a balanced budget this fiscal year.

Mr. Jarvis stated that the Arizona League of Cities and Towns informed the Town that HURF includes one-time revenue; however, the Governor's budget is removing the one-time revenue to fund other State programs. The identification of the projects will not be released from the State until May 2017.

Balanced Budget

- Town Administration informed staff that they were to begin with a budget consistent with FY16-17. All increases that were requested have been considered.
- Additional cost increases are due to insurance, retirement contributions, contracts, etc.
- In order to pay for the increases, expenses must be cut or revenue must increase
- Staff will be presenting a balanced budget to the Town Council for their consideration. This will include adjustments to balance the budget.
- Staff is preparing for public hearings to discuss revenue and expense adjustments as part of the budget preparation process.

Capital Improvement Plan

- What is a Capital Improvement Plan? Why do we do it?
 - Strategic roadmap for major projects that are planned over the next five years.
 - It is also a planning document for projects out further than five years.
 - The goal is to keep our residents informed of what projects are happening, where they are located and how they impact the future of Florence.
 - This is a living document that will change over time and is meant to be revisited and modified each year to include changes in funding and priority.
 - Actual funding approved annually in the Town's Budget.

General Government

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
GG-23	2020 General Plan (RTP & PTOSMP)		350,000	300,000			650,000
GG-XX	Territory Square Expansion Phase 1					550,000	550,000

GG-XX	Network Server Infrastructure		16,000	56,000	125,600		197,600
GG-XX	Enterprise Data Storage Infrastructure	15,200	1,650	10,400	15,200		42,450
GG-XX	GIS Server		8,000	17,000			25,000
GG-XX	Silver King Balcony Repairs	10,000					10,000
	TOTAL PROJECT COST	25,200	375,650	383,400	140,800	550,000	1,475,050

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Capital Project Fund	25,200	375,650	383,400	140,800	550,000	1,475,050
TOTAL PROJECT FUNDING	25,200	375,650	383,400	140,800	\$550,000	1,475,050

Mr. Billingsley stated that the Town had to provide notice to the occupants of the Silver King that the balcony is not accessible due to a public safety issue. No one is allowed on the balcony at this time. Staff has budgeted \$10,000 for the necessary balcony repairs.

Councilmember Anderson inquired about fire exits for the upstairs portion of the Silver King Hotel.

Mr. David Strayer, Fire Chief, stated that there is a secondary exist on the second level; however, the occupant load is less than 50 so there is not a second exit requirement, per Code.

Mr. Billingsley stated that both upstairs suites have access to the balcony.

Councilmember Anderson inquired what it would cost to extend the balcony all around the building.

Mr. Billingsley stated that staff can research the cost to extend the balcony.

Mr. Jarvis explained the issues with regards to the balcony and the needed repairs.

Mr. Chris Salas, Public Work Director, stated that the staff would like to do a competitive RFP process for the repairs of the Silver King balcony. He stated that the estimates received for the repairs can cost between \$24,000 – \$30,000 depending on the bids received. He stated that the RFP will allow for the bidders to be creative on how it would be fixed rather than telling them how the Town wants it fixed.

Mayor Walter inquired if the Town can utilize its staff to do the repair rather than contracting the work out.

Mr. Salas stated that the project is very large and they do not have the manpower to do the job.

Mayor Walter inquired if there is funding available in this year's budget to do the project now.

Mr. Billingsley stated that there is no funding available in the current Facilities Maintenance or Public Work Budget to do this project unless Council elects to utilize the CIP budget and do a budget amendment. He said \$10,000 has been budgeted in next year's budget for the project, and with recent discussions, it has been determined that \$10,000 is not sufficient.

Discussion occurred on the balcony repair at the Silver King Marketplace.

Mayor Walter inquired if there is going to be any progress on Territory Square between now and FY21/22.

Mr. Billingsley stated that the amount budgeted in FY21/22 is for the next phase of the CLOMR, which is to take additional property out of the floodplain. He stated that it is expensive to bring the property out of the floodplain and the price for property in Florence is not strong.

Councilmember Wall inquired if there is developable land within Territory Square that is currently available.

Mr. Billingsley stated that there is approximately seven acres available. There are other properties in the near proximity that are also available for sale.

Mayor Walter stated that the Territory Square is an area that she would like to focus on.

Parks & Open Space

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
POC-12	Florence Cemetery Main Access Paving			50,000			50,000
POC-13	Florence Cemetery Fencing		17,800				17,800
POC-25	Ancient Order of United Workers Cemetery/Florence Rotary		30,000	250,000	50,000		330,000
POC-26	Central Arizona Project Canal (CAP) Trail Development**					25,000	25,000
POC-28	Heritage Park Improvements			266,000	801,990	801,990	1,869,980
POC-29	Dog Park Improvements			13,313	98,001	133,814	245,128
POC-30	Main Street Park Improvements			22,238	171,097	193,597	386,932
POC-31	Poston Butte Open Space and Trails Development (Grant)	69,000	275,000	915,000			1,259,000
TOTAL PROJECT COST		69,000	322,800	1,516,551	1,121,088	1,154,401	4,183,840

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Capital Project Fund		322,800	1,516,551	1,121,088	1,154,401	4,114,840
Grants	69,000					69,000
TOTAL PROJECT FUNDING	69,000	322,800	1,516,551	1,121,088	1,154,401	4,183,840

Councilmember Larsen inquired about the Ancient Order of United Workers Cemetery/Florence Rotary.

Mr. Jarvis stated that the Ancient Order of United Workers Cemetery/Florence Rotary (POC-25) was a project that was requested and included in the CIP last year, at the request of the Council.

Councilmember Larsen inquired if this project was a priority or if it can be moved out further so that other projects can be moved up.

Mr. Billingsley stated that the time frame of the projects can change or be removed at the request of the Council. He stated that it is not a staff priority project. He stated that this project is for the cemetery that is located on Adamsville Road.

Councilmember Anderson stated that it was a project that he recommended and that the \$250,000 budgeted was for improvements. He would prefer that the Town only do the acquisition of the property at this time.

Discussion occurred on:

- Who the property owner(s) are:
- Optional funding possibilities such as grants
- Budgeted \$30,000 for legal research
- Final cost is unknown at this time as Council may wish to acquire the property. Removing the \$250,000 for improvements
- Maintenance costs associated with ownership
- Currently volunteers clean up the site
- Previously, Town covered exposed graves that occurred during erosion of the site

The consensus is to remove the \$250,000 budgeted in Fiscal Year 19/20 and \$50,000 budgeted in Fiscal Year 20/21 for Project No. POC-25, titled Ancient Order of United Workers Cemetery/Florence Rotary; and to change the funding from \$10,000 to \$40,000 for Project No. GG-XX for the Silver King Balcony Repairs for Fiscal Year 17/18. Staff will also bring this item back to Council at a future meeting for consideration of a budget amendment to have the project completed this fiscal year.

Mayor Walter inquired how the Government Property Lease Excise Tax (GPLET) is affecting the businesses in the Silver King Marketplace and if the building can be sold to the occupying businesses so they can assume the cost for the repairs.

Mr. Clifford L. Mattice, Town Attorney, stated that there has been discussion regarding the GPLET tax. The Silver King Marketplace and the Brunenkant Building have deed restrictions because of the federal money that was used for the renovations. There are also other issues which would make it difficult to transfer the property.

Councilmember Larsen inquired what the park improvements entailed.

Mr. Billingsley stated that it is staff's intent to start working on the Parks, Open Space and Trails Masterplan and use that document and the economy to do future projects.

Bryan Hughes, Public Works Director, stated that assessments will be done for each of the parks to determine what needs to be improved.

Discussions occurred on various park projects, including

- Restrooms at the Main Street Park
 - Costs can range from \$60,000 to over \$150,000 depending if the restrooms are modular or brick and mortar.
 - When the project can be done
 - Dependent on when Council wants it done
 - Consideration on how it will be funded is prudent as there has been a reduction in funding.
 - Make cuts to other projects to allow for funding
 - Find revenue source
 - Utilize savings
- Poston Butte Open Space and Trails Development
 - F Mountain

Public Safety

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
PSF/P-01	Radio Equipment (Grants)			226,000			226,000
Fire	Cardiac Monitors (Grants)			35,000	35,000	35,000	105,000
PSF-02	Extrication Equipment (Grants)		35,000				35,000
PSP-06	Remodel of Evidence Building Garage			650,000			650,000
TOTAL PROJECT COST		\$0	\$35,000	\$911,000	\$35,000	\$35,000	\$1,016,000

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Capital Project Fund			650,000			650,000
Grants		35,000	261,000	35,000	35,000	366,000
TOTAL PROJECT FUNDING	-	35,000	911,000	35,000	35,000	1,016,000

Mr. Jarvis stated that staff will pursue grants to pay for the public safety CIP projects. He stated that they have no projects for FY 17/18. He stated that vehicles have been grouped together and are reflected separately.

Mayor Walter inquired when the Evidence Building Garage was built.

Mr. Dan Hughes, Police Chief, stated that the garage was built in 2012. The garage is used for storage and for training purposes. He stated that they would like to make the building more viable by adding a second floor and adding classrooms.

HURF/Transportation

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
SU-01	Storm Water Master Plan		100,000	200,000			300,000
T-08	Street Improvement Phase IV - Florence Gardens (HURF Bond)	750,000					750,000
T-09	Street Improvement Phase V - Florence Gardens (HURF Bond)	875,000					875,000
T-12	Kelvin Highway Bridge Replacement		500,000		4,000,000		4,500,000
T-14	Roundabout or intersection improvement @ SH79 & 287			2,100,000			2,100,000
T-17	Diversion Dam Improvements	83,000					83,000
T-31	Felix Road 1/2 Road Improvements (Mesquite Trails)	50,000	575,000				625,000
T-32	Adamsville Rd 3/4 Mile Extension to Plant Road				225,000		225,000
T-40	Street Improvements - Ruggles				225,000		225,000
T-41	Pinal St Drainage (Butte to Ruggles Ditch)				525,000		525,000
T-60	E. 1st Street Pavement (HURF Bond)	600,000					600,000
T-61	Survey Monumentation/Benchmarking - Phase I		100,000				100,000
T-64	Elementary School Area Improvements		500,000				500,000
T-66	Adamsville Road Improvements (Central to Centennial Park)				850,000		850,000
T-67	Adamsville Road Main to Central			1,000,000			1,000,000
T-69	Pavement Preservation	600,000	500,000	500,000	500,000	500,000	2,600,000
T-XX	PARA Grant	250,000					250,000
T-XX	SRTS Grant and HURF (School Zones)	45,000	150,000				192,000
TOTAL PROJECT COST		3,253,000	2,425,000	3,800,000	6,325,000	500,000	16,300,000

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
HURF	735,394	2,275,000	3,800,000	6,325,000	500,000	13,635,394
HURF Bond	2,225,000					2,225,000
Grants	289,606	150,000				439,606
TOTAL PROJECT FUNDING	3,250,000	2,425,000	3,800,000	6,325,000	\$500,000	16,300,000

Mr. Jarvis stated that the HURF projects will be paid for by the HURF fund and the half-cent excise tax. He explained the funding for the projects and stated that funding will come from HURF, HURF Bond and grants.

Discussion occurred on the project to make the school zones safer. Staff is pursuing a grant to cover the cost. The Town will only do the project if funding is secured, unless the Council chooses otherwise. The Town has received a Safe Routes to School Grant for \$30,000 for the Safe Routes to School Plan. The Town is paying the additional \$15,000 for the Plan.

Mayor Walter inquired if the streets that have excessive cracking in the Anthem area are going to be addressed.

Mr. Billingsley stated that the streets are included in the pavement preservation project.

Water Fund

PROJECT NO.	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
WU-23	Water Well #1/ Chlorine Building	350,000					350,000
WU-26	Water Storage Tank N Florence	20,000					20,000
WU-38	Water Line Replacements	325,000	325,000	325,000	325,000	325,000	1,625,000
WU-80	Well #3 Noise	10,000					10,000
WU-XX	Downtown 12" Loop (CDBG)	500,000	525,000	550,000			1,575,000
WU-XX	12" line extension to serve Florence High School	45,000	231,500	125,000			401,500
WU-XX	Water upgrade south of 287				125,000		125,000
WU-XX	Centennial Park Road 8" Loop			80,000	145,000		225,000
WU-XX	12" Upgrade from Ruggles to Butte				425,000		425,000
WU-XX	Well refitting	40,000	40,000	40,000	40,000	40,000	200,000
WU-XX	Well #4 Well Pump Inspection and Rebuild		110,000				110,000
TOTAL PROJECT COST		\$1,290,000	\$1,231,500	\$1,120,000	\$1,060,000	\$365,000	\$5,066,500

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
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Water	1,290,000	1,231,500	1,120,000	1,060,000	365,000	5,066,500
TOTAL PROJECT FUNDING	\$1,290,000	\$1,231,500	\$1,120,000	\$1,060,000	\$365,000	\$ 5,066,500

Mr. Jarvis stated that the Town will seek CDBG funding for the Downtown 12" Loop Project. Staff will re-evaluate funding options for the project if CDBG funding is not available.

Mr. Billingsley explained the CIP process with regards to funding and how things may change because the Town chose to bond on future revenues years ago, which results in the Town receiving less revenues because of payment on the bonds.

Councilmember Wall stated that the CDBG funds will be removed from next year's federal budget.

Mr. Jarvis stated that staff will conduct a survey in order to prove the CDBG funding necessity, which is a requirement from the Arizona Department of Housing.

Councilmember Anderson inquired why the rate study is not included in the CIP.

Mr. Jarvis explained that the rate study is paid for through the operating budget.

Wastewater

PROJECT NO.	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
SU-05	Recharge Injection Wells/Polishing Lagoons		500,000				500,000
SU-06	Sewer Main Extensions & Replacements	150,000	150,000	150,000	150,000	150,000	750,000
SU-20	Recharge Facility Expansion			40,000	200,000		240,000
SU-84	Miscellaneous (Sewer Projects)	100,000	100,000	100,000	100,000	100,000	500,000
SU-85	Recharge Permitting & Design	50,000					50,000
SU-XX	WWTP Compliance/Permitting Equipment	38,500					38,500
SU-XX	South WWTP Improvement Modifications	200,000	300,000				500,000
SU-XX	South WWTP Expansion Headworks	150,000	1,000,000	1,000,000			2,150,000
SU-XX	System Wide Capacity/Condition Analysis	150,000					150,000

SU-XX	Main Street Sewer Main Replacement		500,000	500,000			1,000,000
SU-XX	Annual Sewer Line Maintenance Program	65,000	65,000	65,000	65,000	65,000	325,000
SU-XX	SWWTP sound/odor attenuation	75,000					75,000
SU-XX	SWWTP disinfection system upgrade			25,000	3,000,000		3,025,000
SU-XX	Merrill Ranch Waste Water Treatment Plant location, design, and construction		75,000				75,000
TOTAL PROJECT COST		978,500	2,690,000	1,880,000	3,515,000	315,000	9,378,500

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Sewer	978,500	2,690,000	1,880,000	3,515,000	315,000	9,378,500
TOTAL PROJECT FUNDING	\$978,500	\$2,690,000	\$1,880,000	\$3,515,000	\$315,000	9,378,500

Fleet

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
NEW	Senior Van Cut-away (5310 Grant)	75,000					75,000
PW-HURF	Street Sweeper (CMAQ Grant)	176,000					176,000
Sanitation	1/2 ton Double Cab Pickup (Enterprise)	30,000					30,000
PS-PD	Patrol	41,000					41,000
PS-PD	Patrol	41,000					41,000
PSF-03	Water Tender (Grant)	200,000					200,000
PSF-04	Utility/Support Vehicle Refit		20,000				20,000
PS-PD	Patrol		41,000				41,000
PS-PD	Patrol		41,000				41,000
PS-PD	Patrol		41,000				41,000
PS-PD	Patrol		41,000				41,000

PW-HURF	Dump Truck		124,000				124,000
PW-HURF	Pickup			36,000			36,000
PW-HURF	Pickup			36,000			36,000
PW-HURF	Pickup			36,000			36,000
PS-PD	Patrol			41,000			41,000
PS-PD	Patrol			41,000			41,000
PS-PD	Patrol			41,000			41,000
PW-Utilities	Pickup			72,000			72,000
PW-HURF	Water Truck			90,000			90,000
PSF-05	Transitional Response Vehicle (Grant)			160,000			160,000
PW-Sewer	Jetter Truck			340,000			340,000
PS-PD	Patrol				41,000		41,000
PS-PD	Patrol				41,000		41,000
PS-PD	Patrol				41,000		41,000
PS-PD	Patrol				41,000		41,000
PW-HURF	Stake Bed Truck				59,000		59,000
PW-Utilities	Pickup					36,000	36,000
PW-Utilities	Pickup					36,000	36,000
PW-HURF	Pickup					36,000	36,000
PW-HURF	Pickup					36,000	36,000
PS-PD	Patrol					41,000	41,000
PS-PD	Patrol					41,000	41,000
PS-PD	Patrol					41,000	41,000
	FLEET TOTAL	563,000	308,000	893,000	223,000	267,000	2,254,000

Mr. Jarvis stated that the Town will pursue grants for the purchase of several of the vehicles and the vehicles will not be purchased if grant funding is not available. He stated that funding for the remaining will come from their respective budgets.

Infrastructure Improvement Plan (IIP)

PROJECT #	PROJECT TITLE	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
POC-32	Parks & Recreation Maintenance Building (Formerly GG-16)		50,600	527,300			577,900
T-44	Hunt Highway (Phase III south to county line)		50,000	304,000			354,000
T-48	Centennial Park Avenue (Butte to SR 287)				76,000	1,600,000	1,676,000
T-52	Hunt Highway (Town Limits to SR-79)		1,284,000				1,284,000
T-53	Desert Color Parkway (Hunt to Felix) Phase I		138,000	1,160,000			1,298,000
T-54	Walker Butte Parkway (Phase I)	400,000	4,000,000				4,400,000
T-55	Florence Heights Road (Main to SR 79)	30,000	1,284,000	300,000			1,614,000
T-62	Attaway/Hunt Intersection Improvements	125,000	700,000				825,000
T-65	Hunt Highway Improve @ Franklin Road Phase I	848,000					848,000
WU-67	Merrill Ranch Well (Initial)				90,000	1,000,000	1,090,000
SU-11	Florence - WWTP Expansion				2,000,000	15,150,000	17,150,000
SU-13	WWTP Expansion (N. Florence)	250,000					250,000
SU-15	Lift Station at Hunt Highway & SR 79				40,000	330,000	370,000
	IIP - TOTAL CAPITAL	1,653,000	7,506,600	2,291,300	2,206,000	18,080,000	31,736,900

PROJECT FUNDING	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
Impact Fees - Parks & Recreation	-	50,600	527,300	-	-	577,900
Impact Fees - HURF	1,403,000	7,456,000	1,764,000	76,000	1,600,000	12,299,000
Impact Fees - Water	-	-	-	90,000	1,000,000	1,090,000
Impact Fees - Sewer	250,000	-	-	2,040,000	15,480,000	17,770,000
TOTAL IIP PROJECT FUNDING	1,653,000	7,506,600	2,291,300	2,206,000	18,080,000	31,736,900

He stated that the IIP projects have a different type of funding source but they were brought into the General Fund because they are impacting the General Fund.

Mr. Billingsley explained what the IIP is and why all impact fees were included, specifically water and sewer impact fees. He stated that the impact fees are collected from new development. He stated that the Town was going to hire a consultant to update the IIP; however, this has been deferred to July 1st. He stated that funding is not available to do all projects because the Town is not collecting enough development impact fees.

Discussion occurred on water and sewer impact fees and the viability of future projects.

Discussion occurred on the Hunt Highway Projects.

Mr. Billingsley stated that it is very desirable to approach alternate funding strategies to try and acquire low interest loans and relievable principal to do some key water and wastewater projects in the next 20 years. He explained the types of projects that can be included.

Mayor Walter stated that Council would like for staff to apply for alternate funding sources.

Discussion occurred on the types of projects that can be funded by WIFA. He explained the process for applying for WIFA funds to obtain the best deal.

Mr. Jarvis outlined the Council requests for the upcoming fiscal year, which includes:

- Repave Aero Park runway- \$80,000

Mr. Billingsley stated that the Town has an agreement with the Aero Modelers Club. He stated that the agreement is very clear that the Club is responsible for maintenance and improvements. He stated that the Town has cooperative contracts with contractors who do work in Florence and could assist the Aero Modelers in obtaining better pricing. He explained the issues with having an asphalt runway. The runway did have a slurry seal applied to the runway which has since fractured completely. He stated that the cost estimate is \$80,000 to \$100,000 to hire a contractor to apply 2" of hot asphalt on the runway.

Mr. Billingsley stated that the Aero Modeler's Club asked for alternates due to the cost. He explained to them what the alternatives are and the issues with each of the alternatives.

Discussion occurred on the alternatives, assisting them on obtaining better costs and issues on funding of private club projects.

Mr. Salas stated that he has researched the project and the possible issues with the runway and ways to resolve the issue. He stated that the project can be very expensive once testing is done.

The consensus is to adhere to the contract and for the Aero Modelers Club to be responsible for maintenance and improvements.

- Improve lighting and road signage at State Route 79 and Hunt Highway, and Felix and Hunt Highway- Study has been requested.

Mr. Billingsley stated that it has been requested that Pulte update the Regional Transportation Plan associated with their development and include the most recent phases that have been completed. He stated that this project should be included with the CIPs.

Mr. Billingsley stated that he approached Arizona Department of Transportation (ADOT) to do a signal warrant study for the intersection at State Route 79 and Hunt Highway, and Felix and Hunt Highway, which they agreed to do. He stated that he has contacted the District Engineer with ADOT and they are to complete the study this year.

- Lighting at the skate park- Will be considered with other improvements

Mr. Jarvis stated that additional lighting will be considered when they are doing other improvement in that area.

- Lights at the school zones- Will be included with the Safe Routes To Schools (SRTS) Grant

Mr. Jarvis explained that the Town has received one SRTS grant and is in the process of finalizing the grant as well as determining what improvements should be made in order to improve the crossing areas.

- Electric bulletin boards- \$150,000

Mr. Billingsley stated the proposed cost is a very rough estimate because the scope of work has not been defined. The cost is for three typical lighted VMS boards. He stated that the very minimum would be \$150,000 and can cost as much as \$800,000.

Councilmember Wall asked for staff to reach out to the City of Coolidge as they recently installed an electric bulletin board.

Councilmember Hawkins stated that the electronic message boards were previously proposed for downtown Main Street and faced opposition from the public.

- Façade program- \$20,000

Mr. Jarvis stated that staff has been trying to secure grant funding for the Façade Program and unfortunately, has been unsuccessful in obtaining grant funding.

Mr. Billingsley stated that this project can be an operational item should Council so choose.

Councilmember Anderson stated that it is his understanding that the Industrial Development Authority is willing to provide funding.

- Memorial garden

Mr. Jarvis has not received any further information with regards to the memorial garden.

Mr. Billingsley stated the memorial garden project needs to be defined.

Councilmember Anderson stated that the project came about when he had the meeting with the Florence veterans. They would like something similar to the memorial garden, at the Artisan Village, in Coolidge. He stated that each individual would purchase a brick in memory of an individual. He stated that the Council would need to designate a location.

Councilmember Guilin stated that the City of Blythe, California has a memorial park in their cemetery.

Councilmember Anderson stated there have been discussions to place the memorial garden in one of the parks.

Mr. Billingsley stated that Mr. Bryan Hughes, Parks and Recreation Director will bring something forward for consideration and the project will be included in the operating budget.

Mayor Walter suggested that the Florence Teen Council (FTC) has approached the Council about the lighting at the Skate Park. She asked for the FTC to be included.

Councilmember Larsen stated that she has spoken with Mr. Hughes and he agrees to waiting until the plan is in place.

Mr. Hughes stated that he will include the FTC in the process.

Mr. Billingsley stated that the Skate Park is a modular park and can be moved. He stated that the kids do not like the park because it is modular and the idea is to build a brick and mortar park in the future.

Councilmember Guilin inquired if the Façade Program was ever written.

Mr. Billingsley stated that the program was written and distributed to Council; however, it has not been adopted as they are waiting for funding.

Council indicated that their priority is to improve lighting and road signage at State Route 79 & Hunt Highway and Felix & Hunt Highway.

Mr. Jarvis stated that staff will keep Council updated as information from Pulte and ADOT is received.

Mr. Billingsley stated that if the study shows that a warrant is met, the Town is responsible for one-third of the cost to implement the signal and to do the intersection improvements. He stated that the cost can be from \$250,000 to \$400,000.

Discussion occurred on issues with lighting in the area of State Route 79 and Hunt Highway, and Felix and Hunt Highway.

Discussion occurred on MAG assistance and possible funding.

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Councilmember Hawkins inquired about the traffic signal on Diversion Dam Road.

Mr. Billingsley stated the project is out to bid.

Councilmember Wall inquired about the correlation between the CIP and the Strategic Plan, once adopted.

Mr. Jarvis stated that once the Strategic Plan is adopted, the CIP projects will interface with the objective(s) of the Strategic Plan. Verbiage will be included on the CIP requests to explain how it interfaces with the Strategic Plan.

CALL TO THE PUBLIC

Ms. Cathy Adam, Florence Resident, stated that Mr. Eckhoff had a Sign Committee in the past, and asked Council to reach out to him regarding discussion on sign placement, etc.

Ms. Adam stated that the State Historic Preservation Board has a Site Steward Program and have asked for two Florence residents to be Site Stewards for the Adamsville Cemetery. There is State Help and local personnel available; however, there is no funding available.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson thanked Mr. Jarvis for the informative presentation.

Mayor Walter thanked Ms. Adams for the information provided to Council.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried to adjourn the meeting at 7:00 pm.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 27, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

Florence Town Council Meeting Minutes

March 27, 2017

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**TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
REGULAR MEETING
MINUTES**

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY FEBRUARY 22, 2017, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Chairman Wheeler, Vice-Chairman Adam, Commissioner Smith, Commissioner Reid, Commissioner Novotny, Commissioner Ruiz.

Absent: Commissioner Schmidt

PLEDGE OF ALLEGIANCE

Chairman Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on January 25, 2017.

On motion of Vice Chairwoman Adam, seconded by Commissioner Reid, and carried to approve the regular meeting minutes of January 25, 2017 with one correction.

WORK SESSION

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application by Sammi Jo Beebe for building modifications proposed for a property located at 390 N. Main Street. The property owner is proposing to establish a new retail business at the subject location commonly known as the Cody Building or the Charles Hardy Saloon.

Will Randolph, Town Planner, gave a brief presentation to the Historic District Advisory Commission on an existing historic building known as the Charles Hardy Saloon or the Cody Building. This building, according to the 1982 National Register of Historic Places Inventory-Nomination Form, was a contributing "Sonoran Adobe" commercial structure constructed in 1889. Arizona State Historic Property Inventory labeled this as the Charles Hardy Saloon and the Arizona Blade Tribune Printing Plant.

The significance of this structure was that it housed a multitude of varied uses, including the Charles Hardy Saloon (1890-98), a grocery store (1915), a pharmacy (ca. 1918), a real estate office and the office and printing plant of the Arizona Blade-Tribune (from ca. 1920 to 1945). The current use was vacant. The adjacent open space to the south was once Brown and Murphy's corral, and later Stevens and Hardwick's bustling livery stable and stage office. This space was once a parking lot for the supermarket in F1-18. Despite various minor alterations (porch, fenestration), F1-17 remains an excellent example of the pure flat-roofed, zero-setback Sonoran mode of building, its geometric simplicity unmodified by any later hipped or gabled Anglo roof "improvements".

BACKGROUND:

This is a single story Sonoran adobe, roughly rectangular in plan, with east and north facades on the parcel's Main Street and 8th Street property lines respectively.

DISCUSSION:

Applicant Sami Jo Bebee with Rail Three Bar Ranch Original Designs sought approval of this Design Review application. The owner's intention is to rehabilitate the adobe structure per the "Florence Townsite Historic District Preservation Design Guidelines" with the end result for this project to yield a rehabilitated building to house a specialty retail use.

PROJECT DATA:

Historic Significant:	Contributing Property-"National Register"
Style /Cultural Period:	Sonoran Adobe
Year/s Built:	1889
Zoning:	Downtown Commercial Zoning District
Gross Site Area:	.07 Acres (2,898 sq. ft.)
Proposed Use:	Specialty Retail

ANALYSIS:

Staff noted, per the analysis of this case, the following Town of Florence Ordinances/Policy Guides were utilized in the analysis of this Design Review application:

- Florence, Development Code, and Chapter 32: Section 32.070 District Advisory Commission and Chapter 150: Section 150.013 Design Review.
- Townsite *Historic District Preservation Guidelines*.
- Secretary of the Interior's Standards for Treatment of Historic Properties Amended 1995.

PROPOSED MODIFICATIONS

Architecture Style:

The applicant submitted elevations that would complement the architecture style "Sonoran". Staff has provided definitions on architecture types for added clarity on the said architecture.

Sonoran Style (1866-1950)

Sonoran style features high plastered adobe walls typical to Spanish Colonial and Mexican architecture. Usually contains earth and timber flat roof construction methods of the Hohokam and Pima Indians. Construction methods consist of being built flush with the property lines with rear gardens, having stone foundations, narrow tall windows and doors, and wood castings.

Roofing Type:

The front awning roofing material consisted of a pitched metal roof that exemplified the traditional roofing material featuring a corrugated metal roof.

WALLS:

Staff noted the "flat-roofed" Sonoran adobe building had two major components as shown in the site plan. The retail and workshop component would be in the front portion of the building, and the leather storage with private living space would be located in the rear. (Please refer to applicant design schematics and drawings).

Exterior walls would consist of the original adobe walls with stucco using a "horse and carriage" color palette for the trim and doors, and a "vanilla buttercream" palette for the outside stucco walls.

WINDOWS AND DOORS

Staff informed the applicant to follow the Town of Florence Historic District Design Guidelines and recommended all windows replaced be made of anodized aluminum and be double hung with operable sliders with grids.

The applicant will replace the front door and windows with proposed examples shown in the photograph below built to fit in the original adobe openings and casement windows.

Staff noted that the proposed modifications to the Charles Hardy Saloon commercial structure are in agreement with the Secretary of the Interior's Standards for the

Treatment of Historic Properties, amended in 1995. The Standards have been listed below for clarification:

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Staff concludes, the applicant has conferred with the State Historic Preservation Office (SHPO) and alterations will not detriment the historic integrity of the building.

FINDINGS:

- Florence Townsite Historic District Preservation Guidelines were utilized for this rehabilitation and meets Town Code requirements.

- This application was sensitive to the integrity of the historic adobe building and the Historic District surrounding buildings.
- SHPO staff had reviewed and approved the "Hardy Saloon" Residence Rehabilitation Project.

STAFF RECOMMENDATION:

Staff found this request was in compliance with applicable Town Codes, Secretary of the Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and hereby recommended approval to the Historic District Advisory Commission for the Design Review application, subject to the following conditions:

1. Rehabilitation/construction on the "Hardy Saloon" commercial structure shall conform to the exhibits presented on February 22, 2017.
2. Project shall comply with all applicable Town codes, Secretary of the Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and all applicable building, fire and engineering codes.
3. The building shall be weather-proofed, including the windows and doors on the buildings and exterior walls shall be repaired and painted to match submitted paint palette.
4. A Town Right-of-Way Permit is required in order to locate the proposed front awning within the Town Right-of-Way.
5. Any additional conditions deemed necessary by the Historic District Advisory Commission.

On motion of Vice Chairwoman Adam, seconded by Commissioner Reid, and carried to approve the Design Review Application by Sammi Jo Beebe, for building modifications for a property located at 390 N. Main Street.

Vice-Chairwoman Adam had a question towards the applicant regarding exterior stucco improvements, and the applicant Sammi Jo Beebe responded exterior stucco improvements would be made and also painted with the proposed color shown in the presentation. Vice-Chairwoman Adam asked if the pitch of the roof would change, in which Mrs. Beebe responded would remain as is.

Commissioner Reid commented on liking the front door option of including stained glass, and then Mrs. Beebe responded they would use an all wood door with an historic look which would still compliment the building.

Chairwoman Wheeler had a question regarding the operational status of the HVAC system within the building and if the window ac units would be removed. Mrs. Beebe answered by stating the main building HVAC system was still in operation and the window units would be removed.

Commissioner Smith complimented the proposed posts and admired the round design rather than square poles.

Chairwoman Wheeler recommended making the effort to change the condition number four on page seven of the staff report to include the word "permit" for a Right of Way Permit.

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application by Woodard Construction for building modifications proposed for a property located at 355 N. Main Street. The property owner is proposing building improvements, including a new awning for the subject building, which is currently serving a law office.

Will Randolph, Town Planner, introduced new Senior Planner Michele Orton who gave presentation to the Historic District Advisory Commission on an existing historic building known as Biff's Café/Dinner Bell Café. According to the 1982 National Register of Historic Places Inventory-Nomination Form, this contributing "contemporary" commercial structure was constructed between 1941-1949. Arizona State Historic Property Inventory labels this home as the Biff's Café/Dinner Bell Café.

The significance of this structure included being a small restaurant building, which was typical of builder's commercial structures of the 1940s, demonstrating little immediate relationship to its Main Street setting, except for its zero setback site emplacements.

BACKGROUND:

A single story detached commercial structure of square shaped plan, built with its front façade on the parcel's Main Street property line, its north and south facades on the side property lines, and its east façade set back approximately 100 ft. from the parcel's Bailey Street property line.

The exterior walls are made of concrete block, and the top course of the block is slightly stepped or corbelled out as a parapet cap. Rolled asphalt (or gravel plus built-up roofing) covers a flat timber roof structure. Separate cantilevered canopies of painted corrugated rigid fiberglass sheeting on metal frames are mounted over the front door

and two windows on the Main Street façade. The building appears to be in good condition.

DISCUSSION:

The applicant, Woodward Construction, represented Laura McDermott for this Design Review application and intended on constructing awning and exterior paint improvements per the “Florence Townsite Historic District Preservation Design Guidelines”.

PROJECT DATA:

Historic Significant:	Contributing Property-“National Register”
Style /Cultural Period:	Contemporary
Year/s Built:	1941 and 1949
Zoning:	Downtown Commercial Zoning District
Gross Site Area:	3,724 sq.ft.
Current Use:	Law Office

ANALYSIS:

Staff noted, per the analysis of this case, the following Town of Florence Ordinances/Policy Guides were utilized in the analysis of this Design Review application:

- Florence, Development Code, and Chapter 32: Section 32.070 District Advisory Commission and Chapter 150: Section 150.013 Design Review.
- Townsite *Historic District Preservation Guidelines*.
- Secretary of the Interior's Standards for Treatment of Historic Properties Amended 1995.

PROPOSED MODIFICATIONS

Architecture Style:

The applicant submitted elevations and exterior improvements that would complement the architecture style “*Contemporary*”. Contemporary commercial architecture was popular in the decade of the 1940’s and after World War Two. The building materials were very basic and industrialized with little or no ornamentation. These buildings were typically smaller in scale and had very few major historic references compared to other historic structures along Main Street.

Roofing Type:

The proposed awning roofing material in this Design Review application consisted of corrugated metal. Wood posts will support the canopy and will allow for adequate pedestrian flow along Main Street. An existing, newly installed light pole will be accommodated for that is in the center of the awning and the front entrance of the property. The awning will be properly insulated since the light pole is powered and serves as ground for the running electrical lines. The pitch on the roof runs at a 3/12 ratio. Please refer to provided rendering attachments.

EXTERIOR PAINT

Paint improvements will be made to the property that includes covering the existing blue paint on the bricks and tan paint on the window ornamentation and doors. The proposed paint on the bricks will be a white paint known as "Lighthouse", color code DEW385. Brown paint for the windows, door, and awning pole will consist of "Nomad", color coded at DET697. Please refer to the examples below. Staff notes these colors appear to have an historic look and will compliment Main Street compared to what is existing on the building.

REAR SITE PLAN IMPROVEMENTS

Improvements were also proposed for the rear side of the property facing Bailey Street. Currently there is a wood fence on the rear side of the property and two trees. The applicant wishes to remove the wood fence and add a new six foot CMU (block) wall. This wall will extend 26 ft. to the east from the existing rear patio, shortening the rear yard and creating parking space on the rear side of the property. Two of the parking spaces will be covered using wood pole construction with the same corrugated metal roofing material being used for the front awning. Gate access will be provided through the rear CMU wall with a DG walkway to the rear entrance of the building.

Staff notes that the proposed modifications are in agreement with the Secretary of the Interior's Standards for the Treatment of Historic Properties, amended in 1995. The Standards have been listed below for clarification:

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

FINDINGS:

- Florence Townsite Historic District Preservation Guidelines were utilized for this rehabilitation and meet Town Code requirements.
- Eric Vondy, Preservation Incentives Programs Coordinator with the State Historic Preservation Office, gave Town staff confirmation the applicant's proposed modifications are appropriate to the historic building.

STAFF RECOMMENDATION:

Staff found that this request is in compliance with applicable Town codes, Secretary of the Interior's Standards for the Treatment of Historic Properties and Florence Townsite Historic District Preservation Guidelines and hereby recommends approval to the Historic District Advisory Commission for the Design Review application PZ-17-21 DR, subject to the following conditions:

1. Awning, exterior paint, and rear site improvements on the Biff's Café/Dinner Bell Café shall conform to the exhibits presented on February 22, 2017.
2. Project shall comply with all applicable Town codes, Secretary of the Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and all applicable building, fire and engineering codes.
3. A Town Right-of-Way Permit is required to locate the front awning within the Town Right-of-Way.
4. Any additional conditions deemed necessary by the Historic District Advisory Commission.

On motion of Vice Chairwoman Adam, seconded by Commissioner Reid, and carried to approve the Design Review Application by Woodard Construction, for building modifications for a property located at 355 N. Main Street.

Chairwoman Wheeler had a question for the covered parking in the rear of the building in regards to serving the occupants of the building or the public. Senior Planner Michelle Orton informed the parking would be private only.

Vice-Chairwoman Adam had a question for the exterior wall on the rear side of the building if it would be painted or improved. The applicant informed the commission the rear wall would be stuccoed and painted.

Chairwoman Wheeler had a recommendation to correct the case number in the staff report, and staff recognized the correction needed and notified the commissioners of correct case number.

WORK SESSION regarding conceptual building improvements being contemplated for the W.C. Smith and Co. building located at 374 N. Main Street and 368 N. Main Street. Conquest Arms Currently occupies a portion of the subject building.

Mark Eckhoff, Community Development Director, gave brief introduction to Bonnie Barriola and Gem Cox who would give presentation on the building and answer questions after the presentation. Mrs. Bariola gave presentation on the history of building explaining its origination and original architecture. Mrs. Bariola discussed extensive history of the building including but not limited to previous facades of the building, materials, owners, and fires that may have affected the building. Different time periods of Florence were also discussed during the presentation.

Mrs. Barriola then discussed proposed improvements to the front of the building facing Main Street. These improvements included architectural renderings of a conceptual

upper level building shell above the north building to simulate the previous historical building. Other items discussed including improving the front façade, improving the north building ADA accessibility, and additions of a flower box.

Commissioner Reid had a question for the relevancy of the second story shell above the north building. Mrs. Barriola answered with her reasoning by trying to implement a second story shell that showed the previous historical building. Building owner Gem Cox then provided verbal reasoning for wanting and creating the design of the second story shell. Mr. Cox explained various alterations in terms of design and the purpose of the shell. Mr. Cox and Commissioner Reid had various discussions on design options, and Mr. Cox reiterated he could discuss with the architect other design options and do a cost analysis for the upper shell to circumference the entire building. Other commissioners had questions of the actual materials and timeline of construction of the upper level shell structure, and Mr. Cox answered appropriately. Chairwoman Wheeler shared additional comments regarding the original building with its second story being in a different setting of Florence at that time. Mrs. Barriola and Commissioner Smith had dialogue if the upper level shell is not agreed upon, then to at least have a picture of the original building inside to showcase to customers.

Commissioner Reid had favorable comments on the south building awning improvements. Mrs. Barriola explained the design implications and how the awning was designed with removing of certain items to establish ease of access.

Mrs. Barriola then discussed and presented a list of need improvements to the building with aid of presentation materials given to each of the commissioners. Mrs. Barriola began discussing the broken window and immediate repairs. Next items included replacing the door on the north building facing Main Street and the making modifications on the interior for the door entry to meet fire and other building codes. These modifications included alterations to the wall so adjustments could be made modularly as funds do occur to make the adjustments.

Chairwoman Wheeler had a question if the current outside ramp along Main Street would provide access to this new door, and Mrs. Barriola answered the ramp would provide access to the door and presented other improvements that have been done to the interior of the building, including floor improvements and showing pictures of original glass windows that were discovered in the basement of the building.

Gem Cox then gave presentation to the Commissioners of plans with the original glass windows. Commissioner Smith then had questions regarding previous uses in the building including apartments, which Mr. Cox answered there was previous living quarters in the building and unidentified rooms. Mrs. Barriola discussed various uses prior that are perceived interesting to preservationists including a see through glass window from the upper story and other hidden rooms.

Mrs. Barriola presented the existing elevations of the building from all sides and additional site conditions. Minor building improvements were also discussed during discussion of the presented slides of the building. Mrs. Barriola discussed additionally the recent improvements the owner has done to the building to restore the building to its original features from the interior.

Mrs. Barriola proceeded with discussing exterior improvements including landscaping, fencing around the parking lot, and coordinating other improvements with the property owner to the north. Steel doors would also be added to replace the wood doors on the rear side of the property to help secure the building.

Vice-Chairwoman Adams appreciated the presentation and the vision for the property, and wanted to clarify the phasing of improvements and what would be done to the exterior of the building. Building owner Gem Cox informed the commissioner of the immediate improvements, replacing the north door above the handicap ramp for accessibility, meeting fire code, implementing façade improvements to the front of the north building, and the process of presenting to HDAC for approval. The next phase would be to present to HDAC the awning above the Conquest Arms entry and above Main Street, and then to revisit the idea of the “ghost” façade (second story building shell) above the north building. Mr. Cox gave other alternatives his architect could propose for the top of the building including a cornice and peak if HDAC is not in favor of the upper shell. Commissioner Adams gave further comments on the possible building shell and the architecture and Mr. Cox responded he is willing to work with HDAC, and the citizens in the community to implement a proper design.

Chairmen Wheeler mentioned the magnitude of the building ideas and if the improvements would be completed in phases. Mrs. Bariola responded with phases would occur with changes and additions as time goes on, and would be brought before HDAC. The purpose was to present the many ideas Mr. Cox had in mind for the building and to gain feedback from the Commissioners.

Commissioner Smith asked Mr. Cox if the property tax incentive options were investigated and Mr. Cox stated they were not being implemented at the time because of implementing repairs and not completing full restorations. Mr. Cox reiterated his improvements with the building and how much construction efforts were needed before qualifying for tax incentives with Pinal County. Mr. Cox thanked the Commission and their efforts in helping him guide building decisions and serving on the commission board.

Bonnie Barriola concluded the presentation with describing her involvement with Florence and showing sign improvements she had been involved with Florence prior in the 1990s.

PRESENTATION/DISCUSSION regarding sign and other improvements underway by the Arizona State Parks at McFarland State Historic Park.

Mark Eckhoff, Community Development Director, gave presentation on a proposed sign Arizona State Parks was considering for placing at the south east corner of the McFarland State Park. Mr. Eckhoff explained coordination efforts with State Parks, additions to the historic building using paint, adding a rear wall, additional landscaping, having possible events held at McFarland Park, and enhancing the visitor experience of the park to the community.

Commissioner Wheeler had a question regarding the roof condition. Mr. Eckhoff mentioned the roof condition on the building and challenges involved with the recession. He also mentioned how the Town and State could develop future partnerships for the McFarland Park.

Vice-Chairwoman Adam had a question about entry stairway accessibility, and Mr. Eckhoff said coordination efforts were held with the state to figure out ways to improve the stairways and prevent pests from living under the building.

STAFF REPORT

Historic property mapping tool update

Will Randolph gave a presentation on the historic property mapping tool being developed by the Community Development GIS department. Mr. Randolph discussed the recent programming efforts that were completed to create underlying imagery showing different time periods of Florence, differentiating the data based off different architectural periods, map tools, and locations of these features on the website display. Mr. Randolph also mentioned the inclusion of the Florence walking and audio tours with the working historic district map.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

There was no public comment.

CALL TO THE COMMISSION-CURRENT EVENTS ONLY

Vice-Chairwoman Adam wanted to make sure new information discovered from property research from the home tour efforts was being added the historic property inventory sheets as new and additional information. Town Planner, Will Randolph answered by stating the information was added to the property inventory sheets being labeled as additional information, while noting the sources and references.

Commissioner Adam also commented on Ruth Harrison's efforts but the unfortunate demolition which occurred on Ruggles Street, and applauded staff's efforts in bringing forth new historic building projects on the agenda. Vice-Chairwoman Adam also reiterated maintaining historical properties and their importance to all the historic building owners by attracting future investment of buildings in the area and to avoiding future demolitions.


Commissioner Novotny commented on the success of the Home Tour and that the public commented positively on the home owners allowing them to venture into their homes and learn about the history of Florence. Commissioner Novotny also stated it was nice to see many visitors come from all parts of the state and country to see Florence.

Commissioner Wheeler discussed the excitement of seeing so many new items on the agenda and new owners stepping forward to rehabilitate new buildings along Main Street. She commented this could have an positive effect of causing more rehabilitation efforts to occur in town and along Main Street.

ADJOURNMENT

On motion of Chairwoman Wheeler Chairman Wheeler adjourned the meeting at 7:40 pm.

x Betty Wheeler
Betty Wheeler

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: April 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Ordinance No. 653-17: Amending Chapter 30 Town Council General Provisions Section.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Second reading and adoption of Ordinance No. 653-17: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, GENERAL PROVISIONS SECTION, EFFECTIVE MAY 17, 2017.

BACKGROUND/DISCUSSION:

Councilmember Anderson has approached staff with a request to receive reimbursement for travel expenses related to liaison duties. Staff was unable to process the request based on restrictions in the Town Code. Two members of the Town Council have requested this item be placed on the agenda for consideration. Staff provided the following options for consideration.

Option 1 is Ordinance No. 635-17 A.

In addition to monthly compensation, each Councilmember shall be reimbursed for the following:

- (A) Gasoline for Liaison duties outside the town limits of Florence on the same basis as town employees and as allowed by the annual budget.
- (B) Training and conferences as are deemed beneficial to the town and as allowed by the annual budget.

Option 2. is Ordinance No. 635-17 B.

This option makes no changes to the Ordinance in the compensation section of the code and would continue to read as follows:

In addition to monthly compensation, each Councilmember be reimbursed on the same basis as town employees for necessary expenses incurred in the attendance of up to

three, in-state but out-of-county meetings each fiscal year. Each Councilmember may also, by prior Council approval, attend and be reimbursed for such out-of-state or excess in-state meetings and/or out-of-pocket expenses of as are deemed beneficial to the Town and as allowed by the annual budget.

Vice-Mayor section was amended pursuant to the amended Rules of Procedure.

First reading was done on April 3, 2017.

FINANCIAL IMPACT:

Council's 2017-2018 budget will increase by \$800 for potential travel reimbursement.

RECOMMENDATION:

Adopt one of the options for Ordinance No. 653-17.

ATTACHMENTS:

Ordinance No. 653-17 A
Ordinance No. 653-17 B
General Provisions Section of Code

ORDINANCE NO. 653-17A

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, GENERAL PROVISIONS SECTION, EFFECTIVE MAY 17, 2017.

WHEREAS, the Mayor and Town Council reviewed the Chapter 30, General Provisions Section of the Town Code and determined that revisions were necessary.

NOW, THEREFORE, BE IT ORDAINED, that Chapter 30 of the Town Code shall be amended by removing the chapter and inserting the following chapter in its place:

Sec. 30.01 COMPOSITION

The Town Council consists of a Mayor and six Council members.

Sec. 30.02 TERMS.

Council members hold office for staggered terms of four years each and until their successors are elected and qualified.

Sec. 30.03 ELECTION OF MAYOR.

(A) *Direct election of the Mayor.* Beginning with the election to be held on March 26, 1996, the Mayor of the Town of Florence shall be directly elected by the qualified electors of the town.

(B) *Term of office.* The term of office of the Mayor shall be four years.

Sec. 30.04 POWERS, DUTIES OF MAYOR.

The powers and duties of the Mayor shall include the following:

- (A) He or she shall be the Chairperson of the Council and preside over its meetings. He or she may make and second motions and shall have a voice and vote in all its proceedings.
- (B) He or she shall execute and authenticate, by his or her signature, the instruments as the Council, or any statutes, ordinances or this code shall require.
- (C) He or she shall make the recommendations and suggestions to the Council as he or she may consider proper.
- (D) He or she shall perform the other duties required by state statute and this code as well as those duties required as chief executive officer of the municipality.

Sec. 30.05 SELECTION OF VICE MAYOR.

At the same meeting at which Council is seated, the Council shall designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his or her absence or disability.

Sec. 30.06 TEMPORARY PRESIDING OFFICER.

- (A) In the absence or disability of both the Mayor and Vice Mayor, the Council meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary presiding officer. The Council members present shall, by majority vote, select a temporary presiding officer for that meeting, who shall have all the powers, duties and responsibilities of the Mayor during his or her absence or disability.
- (B) Upon arrival of the Mayor or Vice Mayor, the Vice Mayor or temporary presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Town Council.

Sec. 30.07 COMPENSATION OF MAYOR AND COUNCIL

The Mayor and each Council Member shall receive the following compensation on a monthly basis:

- (A) The Mayor shall receive six hundred and fifty dollars (\$650) for each month of service.
- (B) Each Council Member shall receive four hundred and fifty dollars (\$450) for each month of service.

SEC. 30.08. TRAVEL REIMBURSEMENT

In addition to monthly compensation, each Councilmember shall be reimbursed for the following:

- (A) Gasoline for Liaison duties outside the town limits of Florence on the same basis as town employees and as allowed by the annual budget.
- (B) Training and conferences as are deemed beneficial to the town and as allowed by the annual budget.

PASSED AND ADOPTED this 17th day of April 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

ORDINANCE NO. 653-17 B

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, GENERAL PROVISIONS SECTION, EFFECTIVE MAY 17, 2017.

WHEREAS, the Mayor and Town Council reviewed the Chapter 30, General Provisions Section of the Town Code and determined that revisions were necessary.

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(A) *Direct election of the Mayor.* Beginning with the election to be held on March 26, 1996, the Mayor of the Town of Florence shall be directly elected by the qualified electors of the town.

(B) *Term of office.* The term of office of the Mayor shall be four years.

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The powers and duties of the Mayor shall include the following:

- (A) He or she shall be the Chairperson of the Council and preside over its meetings. He or she may make and second motions and shall have a voice and vote in all its proceedings.
- (B) He or she shall execute and authenticate, by his or her signature, the instruments as the Council, or any statutes, ordinances or this code shall require.
- (C) He or she shall make the recommendations and suggestions to the Council as he or she may consider proper.
- (D) He or she shall perform the other duties required by state statute and this code as well as those duties required as chief executive officer of the municipality.

Sec. 30.05 SELECTION OF VICE MAYOR.

At the same meeting at which Council is seated, the Council shall designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his or her absence or disability.

Sec. 30.06 TEMPORARY PRESIDING OFFICER.

- (A) In the absence or disability of both the Mayor and Vice Mayor, the Council meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary presiding officer. The Council members present shall, by majority vote, select a temporary presiding officer for that meeting, who shall have all the powers, duties and responsibilities of the Mayor during his or her the absence or disability.
- (B) Upon arrival of the Mayor or Vice Mayor, the Vice Mayor or temporary presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Town Council.

Sec. 30.07 COMPENSATION OF MAYOR AND COUNCIL

The Mayor and each Council Member shall receive the following compensation on a monthly basis:

1. The Mayor shall receive six hundred and fifty dollars (\$650) for each month of service.
2. Each Council Member shall receive four hundred and fifty dollars (\$450) for each month of service.

SEC. 30.08. TRAVEL REIMBURSEMENT

In addition to monthly compensation, each Councilmember be reimbursed on the same basis as town employees for necessary expenses incurred in the attendance of up to three, in-state but out-of-county meetings each fiscal year. Each Councilmember may also, by prior Council approval, attend and be reimbursed for such out-of-state or excess in-state meetings and/or out-of-pocket expenses of as are deemed beneficial to the Town and as allowed by the annual budget.

PASSED AND ADOPTED this 17th day of April 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

GENERAL PROVISIONS

§ 30.01 COMPOSITION.

The Town Council consists of a Mayor and six Council members.

(Prior Code, Ch. 2, Art. II, § 2-26) (Ord. 16, passed 11-15-1979)

Statutory reference:

Size of Town Council, see A.R.S. § 9-231

§ 30.02 TERMS.

Council members hold office for staggered terms of four years each and until their successors are elected and qualified.

(Prior Code, Ch. 2, Art. II, § 2-27) (Res. 78, passed 11-15-1979)

Statutory reference:

Authority to so provide, see A.R.S. § 9-232.02

§ 30.03 POWERS, DUTIES OF MAYOR.

The powers and duties of the Mayor shall include the following:

(A) He or she shall be the Chairperson of the Council and preside over its meetings. He or she may make and second motions and shall have a voice and vote in all its proceedings.

(B) He or she shall execute and authenticate, by his or her signature, the instruments as the Council, or any statutes, ordinances or this code shall require.

(C) He or she shall make the recommendations and suggestions to the Council as he or she may consider proper.

(D) He or she shall perform the other duties required by state statute and this code as well as those duties required as chief executive officer of the municipality.

(Prior Code, Ch. 2, Art. II, § 2-30)

Statutory reference:

Duties of Mayor, see A.R.S. § 9-236

§ 30.04 COMPENSATION OF MAYOR AND COUNCIL.

(A) The Mayor and each Council member shall receive the following compensation on a monthly basis:

(1) The Mayor shall receive \$650 for each month of service.

(2) Each Council member shall receive \$450 for each month of service.

(B) In addition to monthly compensation, each Council member shall, without prior approval of the Council, be reimbursed on the same basis as town employees for necessary expenses incurred in the attendance of up to three, in-state but out-of-county meetings each fiscal year. Each Council member may also, by prior Council approval, attend and be reimbursed for such out-of-state or excess in-state meetings and/or out-of-pocket expenses as are deemed beneficial to the town and as allowed by the annual budget.

(Prior Code, Ch. 2, Art. II, § 2-31) (Res. 181, passed 7-2-1984; Ord. 178-94, passed 4-4-1994; Ord. 395-05, passed 7-19-2005; Ord. 560-11, passed 6-6-2011; Ord. passed 3-5-2012)

§ 30.05 ELECTION OF MAYOR.

(A) *Direct election of the Mayor.* Beginning with the election to be held on March 26, 1996, the Mayor of the Town of Florence shall be directly elected by the qualified electors of the town.

(B) *Term of office.* The term of office of the Mayor shall be four years.

(Prior Code, Ch. 2, Art. II, § 2-32) (Ord. 175-94, passed 2-7-1994)

Statutory reference:

Similar provisions, see A.R.S. § 9-232.03

§ 30.06 VICE MAYOR.

At the same meeting at which the Mayor is seated, the Council shall designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his or her absence or disability.

(Prior Code, Ch. 2, Art. II, § 2-28)

§ 30.07 TEMPORARY PRESIDING OFFICER.


(A) In the absence or disability of both the Mayor and Vice Mayor, the Council meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary presiding officer. The Council members present shall, by majority vote, select a temporary presiding officer for that meeting, who shall have all the powers, duties and responsibilities of the Mayor during his or her the absence or disability.

(B) Upon arrival of the Mayor or Vice Mayor, the Vice Mayor or temporary presiding officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Town Council.

(Prior Code, Ch. 2, Art. II, § 2-29) (Ord. 381-05, passed 5-16-2005)

Statutory reference:

Town Council generally see A.R.S. §§ 9-232.039-231et seq.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: April 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Ordinance No. 654-17 Regular Meetings		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Second reading and adoption of Ordinance No. 654-17: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, RULES OF ORDER AND PROCEDURE SECTION 30.21, REGULAR MEETINGS, EFFECTIVE MAY 17, 2017.

BACKGROUND/DISCUSSION:

In December 2016, staff provided the Mayor and Town Council copies of the Town Council Rules of Procedure. Members of Council have provided written comments to the Clerk's Office. All comments have been included and incorporated in the 2017 version of the Town Council Rules of Procedure. On March 20, 2017, the Council reviewed Rules of procedure and requested to not hold regular meetings the second Monday in December nor the first Monday in July. If a meeting is required, the meeting will be held as a Special Meeting. In order to accomplish this change the Town Code of Ordinances must be modified. The sentences unlined will be added to the Code.

30.21 REGULAR MEETINGS.

The Council shall hold regular meetings on the first and third Monday of each month at 6:00 p.m., provided that when the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal holiday, the meeting shall be held at the same hour on the next succeeding day not a holiday. The Council will not hold Regular Meetings on the first Monday in July nor the third Monday in December. If Town business requires the Town to hold a meeting on either of these dates, the meeting will be a Special Meeting.

The first reading was done on April 3, 2017.

FINANCIAL IMPACT:

There is not a fiscal impact associated with the changes listed.

RECOMMENDATION:

Adopt Ordinance No. 654-17: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, RULES OF ORDER AND PROCEDURE SECTION 30.21, REGULAR MEETINGS, EFFECTIVE MAY 17, 2017.

ATTACHMENTS:

Ordinance No. 654-17

ORDINANCE NO. 654-17

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30 TOWN COUNCIL, RULES OF ORDER AND PROCEDURE SECTION 30.21, REGULAR MEETINGS, EFFECTIVE MAY 17, 2017.

WHEREAS, the Mayor and Town Council reviewed Chapter 30, Rules of Order and Procedure Section 30.21. Regular Meetings Section of the Town Code and determined that revisions were necessary.

NOW, THEREFORE, BE IT ORDAINED, that Chapter 30.21 of the Town Code shall be amended by as follows:

30.21 REGULAR MEETINGS.

The Council shall hold regular meetings on the first and third Monday of each month at 6:00 p.m., provided that when the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal holiday, the meeting shall be held at the same hour on the next succeeding day not a holiday. The Council will not hold Regular Meetings on the first Monday in July nor the third Monday in December. If Town business requires the Town to hold a meeting on either of these dates, the meeting will be a Special Meeting.

PASSED AND ADOPTED this 17th day of April 2017.


Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: April 17, 2017 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Resolution No. 1621-17 adopting the 2017 Town Council Rules of Procedure		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1621-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE MAY 3, 2017.

BACKGROUND/DISCUSSION:

In December 2016, staff provided the Mayor and Town Council copies of the Town Council Rules of Procedure. Members of Council have provided written comments to the Clerk's Office. All comments have been included and incorporated in the 2017 version of the Town Council Rules of Procedure. On March 20, 2017, the Council reviewed Rules of Procedure and requested the following changes:

- Speaker form will be with Call to the Public.
- The Vice-Mayor will be appointed after each election with candidates, or every two years.
- No regular meeting will be held the first Monday in July nor the second Monday in December. If a meeting is required, the meeting will be held as a Special Meeting.

Council asked for the forms to be changed to include a section that states what a vote of "yes" or a vote of "no" means. Staff will be presenting new forms in association with the strategic planning process to include measurable to the plan.

FINANCIAL IMPACT:

There is not a fiscal impact associated with the changes listed.

RECOMMENDATION:

Adoption of Resolution No. 1621-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE MAY 3, 2017.

ATTACHMENTS:

Resolution No. 1621-17
Council Rules of Procedure

RESOLUTION NO. 1621-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE MAY 3, 2017.

WHEREAS, the Florence Town Council desires to amend the policies and procedures for conducting business; and

WHEREAS, the Florence Town Council desires the policy to be consistent with the Town Code.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, that the Florence Town Council Rules of Procedures are hereby amended effective May 3, 2017.

PASSED AND ADOPTED this 17th day of April 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

**Town of Florence
Town Council
Rules of Procedure
2017**

SECTION 1. RULES OF PROCEDURE/AUTHORITY

1.1 PROCEDURES

The following are the basis for and are used in conjunction with these Rules of Procedure for meetings of the Town Council:

- A. Arizona Open Meeting Law (ARIZ. REV. STAT. § 38-431 *et seq.*, as amended)
- B. Town Code
- C. Town of Florence Parliamentary Procedures Simplified
- D. Roberts Rules of Order, as amended

1.2 PARLIAMENTARIAN

Town Council Meetings: The Town Attorney shall serve as Parliamentarian for all Town Council Meetings. The Town Clerk shall act as Parliamentarian in the absence of the Town Attorney.

Boards/Commissions/Committees: The Council Liaison shall serve as Parliamentarian for each respective board, commission, or committee.

SECTION 2. DEFINITIONS

2.1 AGENDA

As set forth in Section 6 below, an Agenda is the formal description of items to be considered by the Town Council at a noticed meeting of the Town Council. The final Agenda must be posted at least 24 hours prior to the Town Council's meeting.

2.2 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 Council members may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the 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. This disclaimer will appear on the first Call to the Public listing on the agenda. The Mayor will read the disclaimer into the record at each meeting.

2.3 COUNCIL PACKET

The Town Council packet is comprised of documents supporting the items listed on the Agenda and requiring Council Action, which may be used by Town Council, staff, and the public for more in-depth information than may be presented in an oral report. The

packet is organized as set forth in Section 7 below and is provided to the Town Council and made available to the public upon request.

2.4 MEETINGS

A meeting is the gathering, in person or by technological devices, of a quorum of members, at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to such action. If a quorum is not present, those in attendance will be named for the record and in the absence of the Presiding Officer, the Town Clerk or departmental liaison will adjourn the meeting.

2.5 NEWSPAPER

Typically, a daily or weekly publication of general circulation within the Town of Florence containing recent news, feature articles, editorials, and general advertisements.

2.6 NOTICE

A formal announcement to the public that sets forth the name of the Town Council, date, time and place for which a meeting of the Town Council will be held. Giving formal notice of meetings is done as provided by Statute, Town Code, or other rules or regulations of the Town.

2.7 ORDINANCE

An ordinance is a Town Council action setting forth a rule of public conduct that is considered long-term and may prescribe a penalty for violations thereof. Long-term rules include, but are not limited to, zoning issues, annexations, abandonments and Town laws. The ordinance, in addition to being referenced by number in the minutes, will be recorded and maintained in numerical sequence as a permanent record of the Town in a separate set of books. Effective dates of ordinances shall be as provided by law.

2.8 PUBLIC BODY

Town Council, all boards, committees, and commissions of the Town, and any specially seated board, commission, committee, or sub-committee of the Town whose members are appointed by the Mayor with the approval of the Town Council.

2.9 QUORUM

A quorum is the minimum number of members of the Town Council that must be present in order for business to be legally transacted. With a seven-member body, a quorum (by State Statute) is four members.

A quorum for a board/commission/committee with five members is three.

2.10 RESOLUTION

A resolution is a more formal type of motion normally utilized to set forth policy of the Town. The resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the Town in a separate set of books. Resolutions are used for

various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research. Effective dates of resolutions shall be as provided by law.

SECTION 3. PRESIDING OFFICER

3.1 PRESIDING OFFICER

As provided by the Town Code, the Mayor, or in the Mayor's absence, the Vice-Mayor is the Presiding Officer of all meetings of the Town Council.

In the absence or disability of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary Presiding Officer. The Council members present shall, by majority vote, select a Presiding Officer for that meeting.

Upon the arrival of the Mayor or the Vice Mayor, the Vice Mayor or the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Town Council.

3.2 ROBERT'S RULES OF ORDER

The Presiding Officer, or Town Council, may suspend strict observance of these Rules of Procedure, other policies and procedures, and any applicable provision of Robert's Rules for the timely and orderly progression of the meeting. In the event of a conflict between these rules and Robert's Rules of Order, these rules shall govern.

SECTION 4. MEETINGS

4.1 REGULAR MEETINGS

The Florence Town Council shall hold Regular Meetings at 6:00 p.m. on the first and third Monday of each month, in the Council Chambers, located at 775 N. Main Street, or another place, date or time as determined by the Town Council. The Council will hold one meeting per month during the month of July and December. Council will hold a meeting the last Monday in July and the first Monday in December. Meetings are held for the purpose of discussion or action of the Town Council on various issues deemed necessary to further the business of the Town. These meetings may provide for "Citizen Comments/Call to the Public."

- A. When the Regular Meeting of the Town Council falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the Town Council. The Town Council will take appropriate action to publicly announce such a change and will instruct the Town Clerk to publish the agenda in accordance with state law.

4.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next Regular Town Council Meeting. Once adjourned, the meeting may not be reconvened except at the time, date, and place provided for in the motion. A motion to continue an item on the Council Agenda shall not be considered a motion to adjourn.

4.3 SPECIAL MEETINGS

- A. A special meeting of the Town Council may be called by the Mayor or Town Manager or at the request of two Council members, for a time not earlier than 24 hours after the later of (i) the notice being given to all Council members or (ii) the Agenda being posted, except in the case of an actual emergency. In the case of an actual emergency, such notice as is practicable under the circumstances shall be given. Notice of all such Town Council meetings must be made pursuant to state law.
- B. Special Meetings are held for the purpose of presentations, discussion, citizen comment or formal action of the Town Council on various issues as deemed necessary to further the business of the Town.

4.4 WORK SESSIONS

Work Sessions are held for the purpose of presentations and discussions on issues that require more in-depth consideration of the Town Council than may be possible at a Regular Meeting. No formal action of the Town Council may be taken at such meetings, other than general consensus or conveying direction to staff for further action. These meetings shall not provide for "Public Comment". Work Sessions shall be held on Mondays when necessary.

4.5 EXECUTIVE SESSIONS

The Town Council may hold an Executive Session pursuant to Arizona Revised Statute § 38-431.01 *et seq.*

4.6 EMERGENCY MEETINGS

As provided for in State Statutes, the Mayor, the Town Manager or two members of Town Council may call an Emergency Meeting to discuss or take action on an unforeseen issue where time is of the essence and there is not sufficient time for posting of a meeting notice 24-hours or more before the meeting. Notice of an Emergency Meeting will be posted within 24-hours following the holding of an Emergency Meeting. The notice will include the agenda and a brief but complete description of the nature of the emergency. Emergency Meetings shall not provide for a "Public Comment."

4.7 MEETINGS TO BE OPEN TO THE PUBLIC

- A. With exception of Council Executive Sessions, all Regular Meetings, Special Meetings, Work Sessions and Emergency Meetings of the Town Council shall be open to the public.

- B. All Public Meetings may be recorded or photographed by means of audio, video or photographic equipment provided; however, that there is no interference in the orderly conduct of the meeting and that said equipment is placed in non-hazardous locations as designated by the Town's Staff.
- C. Public comment is not provided for at Work Sessions or Emergency Meetings.

4.8 MINUTES OF COUNCIL MEETINGS

- A. The Town Clerk's office shall provide staff support at all Regular, Special, Work Session and Emergency Meetings of the Town Council for the purpose of taking notes and/or audio recordation of the Meeting.
- B. Written action minutes, instead of verbatim minutes, shall be taken so that a brief accounting of the issues discussed and actions taken is compiled and entered into the permanent minute book of the Town and kept on file and of record in the Office of the Town Clerk. The minutes shall reflect Council member attendance for the entire meeting (if a Council member arrives late or leaves early, then the minutes should reflect when the Council member arrived/left).

Open Meetings may be recorded by means of audio or video technology. Audio or video recordings of meetings will be retained in accordance with the current State of Arizona approved Records Retention and Disposition Schedules.

- C. All minutes of the Town Council are deemed to be public records, with the exception of Executive Session minutes which, while they fall under the definition of and are considered public records by State Statute, are deemed confidential and are only available under limited conditions or by court order. Transcribed minutes, or the audio or video recording of all Open Meetings of the Town Council, must be on file in the Office of the Town Clerk and available for public review by 5:00 p.m. on the third working day following each meeting or as provided by Arizona Revised Statutes, whichever is sooner.
- D. Minutes of Executive Sessions shall be confidential, are maintained and secured by the Town Clerk and may be accessed only as provided by Arizona Revised Statutes.

SECTION 5. NOTICES AND AGENDAS

5.1 PREPARATION AND POSTING NOTICES

- A. The Town Clerk shall prepare all Public Meeting Notices of the Town Council, and shall ensure posting of the meeting notices in accordance with Arizona Revised Statute. § 38-431.02.C.
- B. Formal notices, such as notices of public hearings, notice of bid, or other formal notices shall be posted on the town's website, <http://www.florenceaz.gov>.

5.2 PREPARATION AND POSTING OF AGENDAS

- A. The Town Clerk shall prepare all Public Meeting Notices of the Town Council, and, except for permitted statutory exceptions, shall ensure posting of the meeting notices not less than 24 hours before the date and time set for said meetings, in accordance with Arizona Revised Statute. § 38-431.02.C.
- B. Town Council, Town Board and Commission agendas shall, at a minimum, be posted in the following locations:
 - 1. Town Hall, 775 N. Main Street, Florence, Arizona, 85132
 - 2. <http://www.florenceaz.gov>

5.3 POSTING OF ORDINANCES WITH A PENALTY CLAUSE:

- A. Penalty Clause shall be posted in the following locations:
 - 1. Town Hall, 775 N. Main Street, Florence, Arizona 85132
 - 2. Florence Police Department, 425 N. Pinal Street, Florence, Arizona 85132
 - 3. Florence Fire Station No. 2, 2035 N. Hunt Highway, Florence, Arizona 85132

5.4 AGENDAS

- A. The Town Clerk shall prepare the Agendas for all meetings of the Town Council as set forth in Section 6 below or as directed by the Mayor through the Town Manager. Agendas of all meetings of the Town Council shall be available to the public no later than 24 hours prior to said meetings, except for permitted statutory exceptions.
- B. Agendas are made available through the Town's web site as a convenience and, upon request, will be provided at no charge to political subdivisions or educational institutions.

5.5 DISTRIBUTION OF NOTICES AND AGENDAS

- A. The Town Clerk shall ensure that the Mayor and Town Council receive copies of all Town Council Meeting Notices and Agendas, and any documentation provided for said meeting, not less than 24 hours prior to the meeting, except for permitted statutory exceptions.
- B. The Town Clerk shall provide the Town Council meeting notices, agendas and documentation, as deemed necessary, to the Town Manager and the Town Attorney. Courtesy copies will be available to the press, public subdivisions and educational institutions, and others upon request, not less than 24 hours prior to said meeting.
- C. The Town Clerk may amend a published agenda, but not less than 24 hours prior to the designated meeting and only upon receipt of direction from (i) the Mayor or two members of the Town Council acting through the Town Manager or (ii) the

Town Manager, or to correct minor errors. Amended agendas will indicate the date amended.

SECTION 6. ORDER OF BUSINESS

6.1 ORDER OF BUSINESS

The Order of Business of each meeting shall be as contained in the agenda as prepared by the Town Clerk. The Agenda shall be a sequentially numbered listing by topic and a brief description of business agenda items, including a dollar amount where appropriate, that shall be taken up for consideration.

6.2 REGULAR MEETINGS

The typical form of the agenda shall be as follows and may be changed as necessary:

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION

COMMUNITY FACILITIES DISTRICT OR BOARD OF ADJUSTMENTS

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC - Topics are limited to items on the Town Council Agenda (speaker must fill out a form and give to Town Clerk prior to meeting)
Form (See Section 6.8)

PUBLIC HEARINGS

RECOGNITION ITEMS/PRESENTATIONS

CONSENT AGENDA ((See Section 6.9)

UNFINISHED BUSINESS

NEW BUSINESS (action or information items)

ITEMS SUBMITTED BY PUBLIC/APPLICANTS

COUNCIL SUBMITTED ITEMS

MANAGER SUBMITTED ITEMS

MANAGER REPORT/DEPARTMENT REPORTS*

CALL TO THE PUBLIC Topics are limited to items under the jurisdiction of the Florence Town Council (speaker must fill out a form and give to Town Clerk prior to Call to the Public)

CALL TO THE COUNCIL- CURRENT EVENTS ONLY

EXECUTIVE SESSION

ADJOURNMENT

* Provided at the second meeting of the month

All agendas will have the following statement placed at the bottom of the agenda:
DATE/TIME POSTED:

Any individual with a qualified disability may request a reasonable accommodation by contacting the ADA Coordinator at 520-868-7574 at least 72-hours prior to the Town Council meeting.

6.3 SPECIAL MEETINGS

- A. If a Special Meeting is being held in place of a Regular Meeting, the agenda shall be as set forth for a Regular Meeting.
- B. For all other Special Meetings, the Agenda will typically be prepared in the following order:

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC (form required for speaking - See Section 6.8)

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

CALL TO THE PUBLIC (form required for speaking – See Section 6.8)

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

EXECUTIVE SESSION

ADJOURNMENT

6.4 WORK SESSION MEETINGS

Work Sessions provide the Town Council an opportunity to discuss items in a study session. No action may be taken at a Work Session. The meeting is open to the public but the public is not provided a platform to speak unless input is requested by the Presiding Officer. A Work Session agenda is prepared in the following order.

CALL TO ORDER

ROLL CALL

AGENDA ITEMS FOR DISCUSSION: No Action/Discussion only.

ADJOURNMENT

6.5 ITEMS TO BE TAKEN IN ORDER

- A. The Presiding Officer, or the members by consensus, may consider items out of sequence from the printed Agenda for the meeting.
- B. Action may be taken on all items listed for action on the Agenda. In the event of an emergency, action may be taken on items not listed on the Agenda; however, the action must subsequently be noticed in accordance with Arizona Revised Statute § 38-431.02, as amended.

6.6 ROLL CALL ATTENDANCE

The Presiding Officer shall direct the Town Clerk to call the Roll, and the names of Council members both present and absent shall be entered into the minutes.

Roll Call shall be taken at the following times during a meeting:

- A. Calling the Meeting to Order.
- B. Entering into Executive Session.
- C. Adjourning to the Board of Adjustments.
- D. Adjourning to a Special Districts Board.

6.7 CITIZEN SCHEDULED PUBLIC APPEARANCES

Scheduled Public Appearances allow citizens to speak on a specific item before the Town Council, including presentation of petitions, according to the following process:

- A. A written request shall be submitted to the Town Clerk for review by the Town Manager not less than five days prior to the Town Council meeting at which the person desires the item to be heard.
- B. The Town Manager or designee shall research the issue to determine if it may be handled administratively or will require Town Council discussion. If it is determined that the matter should be placed before the Town Council, the Town Manager shall ensure that documentation, if any, is compiled and the material forwarded to the Town Clerk in the same manner as other issues presented to the Town Council.
- C. If the Town Manager determines that the subject should not be placed on a Council Agenda, the Town Clerk shall notify the citizen that their request for action/input will not be placed on the agenda but forwarded to the appropriate department.
- D. The Mayor, two members of the Town Council or the Town Manager may request that an item be placed on the Council's Agenda; the Town Clerk shall place the item on the next Regular Meeting Agenda and advise the citizen of the meeting date and time.

6.8 NON-SCHEDULED APPEARANCES/CALL TO THE PUBLIC

- A. 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 Council members may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the 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. This disclaimer will appear on the first Call to the

Public listing on the agenda. The Mayor will read the disclaimer into the record at each meeting.

- B. Call to the Public: Presentation of petitions, or public comments on agenda issues are heard under the first "Call to the Public". All citizens and interested parties will be limited to a maximum of three minutes to address the Town Council; however, the time limit may be waived by the Mayor or by consensus of the Town Council.
- C. Call to the Public/Non-Agenda Items: The second "Call to the Public" is for items under the jurisdiction of the Town of Florence that are Non-Agenda issues. All citizens and interested parties will be limited to a maximum of three minutes to address the Town Council on a Non-Agenda item; however, the time limit may be waived by the Mayor or by consensus of the Town Council. Items not listed on the agenda may not be discussed at the meeting. The Council may ask staff to schedule a future meeting on the topic.
- D. All citizens and interested parties wishing to speak before the Town Council at "Call to the Public" shall complete a speaker form located at the back of the Town Council chambers and submit the form to the Town Clerk, or designee.
- E. By policy, the Town Council will refrain from commenting on the remarks given during "Call to the Public". At the conclusion of all public comment sections of the meeting, the Mayor or any Council member may take any or all of the following actions:
 - 1. Respond to Criticism.
 - 2. Ask Staff to review the matter.
 - 3. Ask that the matter be put on a future Agenda.
 - 4. Thank the citizens for their comments.
- F. **Limitations regarding Call to the Public:**
 - 1. The Presiding Officer may limit the number of speakers heard on Non-Agenda topics at any single meeting to allow the meeting to proceed and end in a timely manner.
 - 2. Oral communications during the Town Council Meeting may not be used to lodge charges or complaints against any employee of the Town, regardless of whether such employee is identified in the presentation by name or by any other reference that tends to identify him/her. Any such charges or complaints against employees shall be submitted during normal business hours to the Town Manager for appropriate action.

6.9 CONSENT AGENDA

- A. The Consent Agenda includes items that (i) are of such a nature that discussion may not be required or (ii) are included in the annual budget (iii) have been

previously studied by the Town Council. These items are adopted by a single motion and affirmative vote of a majority of the Town Council.

- B. There is no discussion on items listed under the Consent Agenda; however, a member of the Town Council or a member of the public may request that an item or items be removed for discussion.
- C. Items removed from the Consent Agenda are considered in their normal sequence as listed on the Agenda, unless called out of sequence as provided in Section 6.5 above.

6.10 PUBLIC HEARINGS

- A. Generally, Public Hearings, other than those of a quasi-judicial nature, shall be conducted in the following Order:
 - 1. The Presiding Officer will announce the matter that is set forth for a Public Hearing and, if appropriate, ask the staff to provide a short summary of the matter.
 - 2. The Presiding Officer will then ask the applicant, if appropriate, to speak.
 - 3. At the conclusion of the Staff Report and/or presentation by the applicant, the Presiding Officer will open the Public Hearing for comments from the public.
 - 4. After all public comments are heard; the Presiding Officer will close the Public Hearing and may ask staff or the applicant to respond to the comments.
 - 5. The Presiding Officer may then call for a motion and second, if applicable, and/or ask if Town Council wishes to discuss the motion/item. Town Council may then proceed to discuss the matter.
 - 6. Upon the conclusion of discussion, the Presiding Officer will call for action on the motion.
 - 7. Exhibits, letters, petitions and other documentary items presented or shown to the Town Council during a Public Hearing shall become part of the record of the Public Hearing and a copy thereof shall be submitted to the Town Clerk.
- B. Questions or comments from the public shall be limited to the subject under consideration. Depending upon the extent of the Agenda, and the number of persons desiring to speak on an Issue, the Presiding Officer may, upon consensus of the Town Council at the beginning of the hearing, limit testimony. Upon approval of the Town Council, persons may be allowed to speak longer

than three minutes. Council members may ask the individual speaker questions, and the speaker may respond.

- C. Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the Town Attorney shall advise the Town Council in this regard.

6.11 BUSINESS ITEMS/ACTION ITEMS

- A. At the time each Business Item is presented to Town Council, the staff will give a brief summary of the item, and the applicant, if applicable, may speak. The Mayor will then provide for citizen input and comments as requested prior to the meeting.
- B. Those speaking before the Town Council will be allowed three minutes to address the Council; time limits may be waived upon consensus of the Town Council. Such three-minute limit shall not apply to the applicant's presentation.
- C. The purpose of all public comments is to provide information and the speaker's views for Town Council consideration. It is not appropriate for the speakers to question directly or debate the matter under consideration with staff, other speakers, the audience or members of the Town Council. All comments shall be addressed through the Presiding Officer. After being recognized by the Presiding Officer, Council members may question the speakers, any applicant's representatives or Town staff. Except when answering a direct question from a Council member, all remarks shall be addressed to the Town Council as a whole, and not to individual members; provided; however, that all responses shall be directed through the Presiding Officer.
- D. Proper decorum must be observed by Council members, by speakers providing testimony and remarks and by the audience. In order to conduct an orderly business meeting, the Presiding Officer shall keep control of the meeting and shall require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests or other conduct that disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Council members, Town Staff or members of the public are not allowed. It is inappropriate to utilize the Public Hearing or other Agenda item for the purpose of making political speeches, including threats of political action. Engaging in such conduct and failing to cease such conduct upon request of the Presiding Officer will be grounds for ending a speaker's time at the podium or, at the direction of the Presiding Officer, for removal of any disruptive person from the Council Chambers.

6.12 INFORMATION ITEMS

Mayor and Council members may present or discuss information items only if the specific matter is listed on the posted Agenda.

6.13 ADJOURNMENT

The meeting is adjourned by a motion to adjourn, a second and an affirmative vote of the majority.

6.14 RECESS/BREAK

The Presiding Officer or a member of Council may call a recess/break if necessary during the course of a public meeting.

SECTION 7. AGENDA PREPARATION

7.1 AGENDA ITEM SUBMITTALS: REGULAR/SPECIAL/WORK SESSION

Items may be placed on the Agenda for Town Council discussion and possible action by (i) the Mayor acting through the Town Manager, (ii) two Members of Council acting through the Town Manager or (iii) the Town Manager.

7.2 AGENDA ITEM SUBMITTALS FOR TOWN COUNCIL EXECUTIVE SESSIONS

Items may be placed on the Agenda for Council Executive Session discussion if in compliance with the Town Code and applicable State Statutes by the following process:

- A. Items may be placed on an Agenda for Executive Session discussion by (i) the Mayor acting through the Town Manager, (ii) two Council members acting through the Town Manager or (iii) the Town Manager.
- B. The Town Attorney shall review all items submitted for Executive Session discussion, prior to placement on the Agenda, to ensure that the item is legally permissible to be discussed in Executive Session, pursuant to Arizona Revised Statute § 38-431.03. If permissible, the Town Clerk shall place notice of such Executive Session discussion on the Agenda.

7.3 COUNCIL PACKETS

Town Council packets contain the Agenda, unapproved Minutes of previous Town Council Meetings, Town Council communications and any ordinances, agreements or resolutions to be acted upon including documentation that may be attached to support items contained on an Agenda for all noticed meetings of the Town Council.

Agenda packets for ALL noticed Town Council Meetings (except Executive Session documentation) are made available to Council members by the Town Clerk's Office. Every effort will be made to distribute complete packets by the Thursday prior to each Regular Town Council Meeting and not less than 24 hours prior to any Special Town Council Meeting.

SECTION 8. PROCEDURES FOR CONDUCTING THE MEETING

8.1 CALL TO ORDER

All meetings of the Town Council shall be called to order by the Presiding Officer, (the Mayor or, in his/her absence, the Vice-Mayor).

8.2 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer may move, second, debate and vote from the Chair, subject only to such limitations of debate as are imposed on all Council members, and he/she shall not be deprived of any of the rights and privileges of a Council member by reason of his/her acting as Presiding Officer; however, the Presiding Officer is primarily responsible for the conduct of the meeting.

8.3 QUESTION TO BE STATED

The Presiding Officer shall verbally restate each question immediately prior to calling for discussion and/or the vote. Following the vote, the Presiding Officer shall verbally announce whether the question was carried or was defeated. The Presiding Officer may also publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business.

8.4 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak unless they have first been recognized by the Presiding Officer. All questions and remarks shall be addressed to the Presiding Officer.

SECTION 9. RULES/DECORUM/ORDER

9.1 POINTS OF ORDER

The Presiding Officer shall, after consultation with the Parliamentarian, determine all Points of Order, subject to the right of any Council member to appeal to the entire Town Council. If any appeal is taken, the question (motion) shall be: "Shall the decision of the Presiding Officer be sustained?" In which event, following a second, a majority vote shall govern, and conclusively determine such question of order.

9.2 ORDER AND DECORUM

A. Council Members:

1. Any Council member desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, may speak. The Presiding Officer shall not unreasonably withhold such recognition; however, the Presiding Officer may choose to not recognize similar or repetitive discussions or motions which would delay the meeting.
2. When two or more Council members wish to speak, the Presiding Officer shall determine the order of speaking and recognize the first speaker.
3. While a Council member is speaking, no other Council member shall interrupt except to make a point of order or point of personal privilege.
4. When a motion is made and seconded, the Presiding Officer shall ensure that the debate is confined to the motion.

5. The Town Council may agree to limit debate on any matter before it. A limit may be formalized by a majority vote of the Town Council or the Presiding Officer may announce time limits on any Agenda item with the consensus of a majority of the Town Council,.
 6. Any Council member may call for a previous question on any issues under debate. The call for previous question must receive a second and then receive at least a two-thirds vote. Passage of a motion to address the previous question terminates all debate on the original motion. The Town Council shall immediately vote on such motion.
 7. The Town Council will not tolerate harassment, personal attacks or discrimination against each other or by members of appointed boards, commissions or committees. No one shall be subject to unwelcome verbal or physical conduct that shows hostility based upon gender, race, ethnicity, sexual orientation, religion, age, disability or national origin. Any Town Council member or appointee who violates this provision will be subject to removal from the meeting. Any Council member or appointee acting in violation of this policy will be subject to censure or other punishments prescribed in the Town Code.
 8. If a Council member acts in violation of these rules, the Presiding Officer shall, or any Council member may, call that Council member to order. The Council member so called shall immediately cease speaking, but may appeal to the Town Council. The Town Council shall decide the appeal without debate. If the appeal is granted, such Council member may continue speaking on the matter. If the appeal is denied, such Council member shall remain silent on the matter. Any Council member acting in violation of these rules is subject to censure or other punishment as the Town Council, by a three quarters vote of the other Council members present, deems just and proper under the law.
- B. Employees: Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applied to members of the Town Council. The Town Manager shall ensure that all Town employees observe such decorum. Any staff members, including the Town Manager, desiring to address the Town Council or members of the public shall first be recognized by the Presiding Officer.
- C. Public: Members of the public attending the Town Council Meetings shall observe the same rules of order and decorum applicable to the Town Council. Unauthorized remarks or demonstrations from the audience, such as applause, stamping of feet, whistles, boos, yells, and/or other demonstrations shall not be permitted. The Presiding Officer may, after issuing a verbal warning to persons causing such disturbances, direct a police officer to remove such offender/s from the meeting.

9.3 ENFORCEMENT OF DECORUM

Proper decorum is to be maintained during all meetings by the Town Council, staff and guests. It is the responsibility of the Mayor or other person acting as Presiding Officer of the meeting to ensure compliance with this Policy. A police officer may be directed by the Mayor or Presiding Officer to remove from the meeting, after a verbal warning, any person whose conduct is disorderly or disruptive.

9.4 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule herein to govern a point or procedure, Robert's Rules of Order, Newly Revised, shall be used as a guide.

9.5 RULINGS OF PRESIDING OFFICER ARE FINAL, UNLESS OVERRULED

In presiding over Town Council Meetings, the Presiding Officer shall decide all questions of interpretation of these rules, points of order, or other questions of procedure requiring rulings. In making such determinations, the Presiding Officer may solicit the opinion of the Town Attorney, or other such person serving as the Parliamentarian of the Town Council.

9.6 APPEAL THE RULING OF THE PRESIDING OFFICER

Any procedural decision or ruling of the Presiding Officer shall be final; however, immediately following the Presiding Officer's ruling, a motion and second to appeal the ruling can be made and the ruling can be overridden or suspended by a majority vote of the Council members present and voting. If not appealed, the Presiding Officer's ruling shall be binding and legally effective for purposes of the matter under consideration.

SECTION 10. ADDRESSING THE COUNCIL

10.1 PERSONS AUTHORIZED TO APPROACH COUNCIL DAIS AREA

During a Town Council Meeting, no person except Town Officials shall be permitted within the area in front of the Town Council dais without the invitation or consent of the Presiding Officer.

10.2 MANNER OF ADDRESSING THE COUNCIL

- A. Any member of the public desiring to address the Town Council shall proceed to the podium after having been recognized by the Presiding Officer. There shall be no loud vocalization (shouting or calling out) from the seating area of the Council Chamber. At the podium, he/she shall clearly state his//her name for the record.
- B. Within 72-hours advance notice, special assistance can be provided for any individual with a qualified disability. Please call the ADA Coordinator at 520-868-7574 to request an accommodation to participate in a Public Meeting.

10.3 ADDRESSING THE COUNCIL AFTER MOTION IS MADE

After the motion has been made, or after a Public Hearing has been closed, public comment shall not be allowed without a request from a Council member or the Presiding Officer.

SECTION 11. MOTIONS

11.1 PROCESSING OF MOTIONS

- A. When a motion is made and seconded, it shall be stated by the Presiding Officer before debate.
- B. The maker has the right to modify his/her motion as he/she pleases, or to withdraw it entirely. If the motion is modified, the member who has seconded it has the right to withdraw his/her second.
- C. If a modification to a motion made by another Council member is accepted by the maker of the motion, then the Council member who seconded the unmodified motion shall be requested to reaffirm his/her second after modification. If the Council member refuses to reaffirm his/her second, the second is presumed made by the suggestor of the modification.
- D. In the case of a tie in votes on any motion, the motion shall be considered lost.

11.2 DIVISION OF QUESTION

If the question contains two or more propositions that could be divided, the Presiding Officer may, upon the request of a Council member, divide the propositions into separate questions.

11.3 MOTION TO POSTPONE INDEFINITELY

A motion to postpone indefinitely is used to dismiss an item on the Agenda. This motion is debatable, and because it can be applied only to the main question, it can, therefore, only be made while the main question is immediately pending (a motion and second is on the floor). This motion is commonly used to postpone an item until a more appropriate time.

11.4 MOTION TO TABLE

A motion to table enables the Town Council to lay the pending question aside temporarily when something else of immediate urgency has arisen, in such a way that there is no set time for taking the matter up again. A motion to table shall be used to temporarily by-pass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next Regular Meeting; provided, however, that such item is included on the duly posted Agenda of the Town Council.

11.5 MOTION TO CLOSE, LIMIT OR EXTEND DISCUSSION

Such a motion shall be used to limit or close debate on, or further amend the main motion. This is referred to as "Call for the Question" and is the motion used to cut off debate and to bring the group to an immediate vote on the pending motion. It requires a two-thirds vote. The vote on a motion to call for the question to terminate discussion

shall be by roll call. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

11.6 MOTION TO AMEND

- A. A Motion to Amend shall be debatable only as to the amendment. A Motion to Amend an amendment shall be in order, but a Motion to Amend an amendment to the amendment shall not be in order.
- B. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.
- C. A substitute motion on the same subject shall be acceptable and shall be voted on before a vote on the amendment.
- D. Amendments shall be voted on first, then the main motion as amended.

11.7 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable only as to propriety of postponement and the time set.

SECTION 12. VOTING PROCEDURE

12.1 CASTING A VOTE

- A. In acting upon every motion, the vote shall be taken by casting an aye/nay vote by voice, roll call or any other method as determined by the Presiding Officer from which the vote of each Council member can be clearly ascertained.
- B. If a Council member has declared a Conflict of Interest, he/she must abstain during the vote.
- C. If the roll call method of voting is used, the Town Clerk shall call the names of all members with the Presiding Officer called last. Council members shall respond "Aye" or "Nay". It shall be out of order for members to explain their vote during the roll call. Comments should be made during the discussion. There shall be no additional debate or speaking on the subject after the vote is taken.

12.2 FAILURE TO VOTE

All members of the Town Council in attendance at a duly called meeting that requires formal Town Council action are required to vote, unless the issue involves the conduct of that Council member or a matter upon which that Council member has declared a conflict of interest. In all other cases, a failure to vote shall be entered in the Minutes as an affirmative vote.

12.3 RECONSIDERATION

Any Council member who voted with the majority may move for reconsideration of any action at the same or the next available Town Council Meeting. Motions must be

seconded. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without the unanimous consent of the Town Council.

12.4 TIE VOTES

On a tie vote, a motion requiring a majority vote for adoption is a lost motion. A tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless Town Council takes other action to further consider the matter.

SECTION 13. CONFLICT OF INTEREST

13.1 INTRODUCTION

Occasionally, a Council member may find himself/herself in a situation which requires that Council member to abstain from participating and voting on a matter before the Town Council. This situation exists when the Council member has a “conflict of interest” as defined by the Arizona Conflict of Interest Law. This law establishes minimum standards for the conduct of public officers and employees who, in their official capacity, are, or may become, involved with a decision which might unduly affect their personal interests or those of their close relatives.

13.2 PURPOSE OF CONFLICT OF INTEREST LAWS

The purpose of Arizona's Conflict of Interest Law is to prevent self-dealing by public officials and to remove or limit any improper influence, direct or indirect, which might bear on an official's decision, as well as to discourage deliberate dishonesty.

13.3 APPLICABILITY OF THE ARIZONA CONFLICT OF INTEREST LAW

The Arizona Conflict of Interest Law, as now set forth or as amended in the future, applies to all actions taken by Council members.

13.4 DISCLOSURE OF INTEREST

Any Council member who may have a conflict of interest may seek the opinion of the Town Attorney as to whether a conflict exists under the State law and final opinions shall be filed with the Town Clerk. Any Council member who has a conflict of interest in any decision must disclose that interest and declare the existence of the conflict. Minutes containing conflict of interest disclosures will be on file in the Clerk's Office. The Town Clerk shall maintain for public inspection all documents necessary to memorialize all disclosures of a conflict of interest by a Council member.

13.5 RULE OF IMPOSSIBILITY

In the unlikely situation that a majority of Council members have a conflict of interest and the Town Council is unable to act in its official capacity, members may participate in the Town Council's decision after making known their conflicts of interest in the official records.

13.6 IMPROPER USE OF OFFICE FOR PERSONAL GAIN

Public officers and employees are prohibited from using or attempting to use their official positions to secure valuable things or benefits for themselves, unless such benefits are part of the compensation they would normally be entitled to for performing their duties.

13.7 SANCTIONS FOR VIOLATIONS

Violations of the conflict of interest provisions set forth herein shall be punished as provided for in state law.

13.8 NON-STATUTORY CONFLICTS OF INTEREST

Occasionally, a Council member may feel that he/she should ethically refrain from participation in a decision even though the circumstances may not amount to a conflict of interest under the state law described above. It is the policy of the Town Council to encourage Council members to adhere to strongly held ethical values which are exercised in good faith; however, Council encourages participation in the decision making process unless the matter involves the Council member's personal conduct or a conflict of interest set forth by Statute. Therefore, failure to vote on a matter for any reason other than a conflict of interest under state law shall be considered a vote in favor of such matter.

SECTION 14. ELECTION OF VICE MAYOR

The Town Council shall designate one of its members as Vice-Mayor who shall serve in such capacity for a two-year term at the pleasure of the Town Council. The Vice-Mayor shall perform the duties of the Mayor during the absence or disability of the Mayor.

Nomination and selection process for Vice-Mayor is as follows:

- A. The Mayor will open the floor for nominations.
- B. Any member may offer a nomination for the position of Vice-Mayor, in accordance with prior Council practice, with no second required.
- C. The member must accept the nomination.
- D. Votes for Vice-Mayor shall then be cast and recorded, in the order that the nomination occurred.
- E. If at least four affirmative votes are cast for a candidate, the candidate assumes the position and duties of Vice-Mayor for a two-year term.

SECTION 15. BOARDS, COMMISSIONS AND COMMITTEES

The Town Council may create such boards, commissions and committees as it deems necessary to assist in the conduct of the operation of Town government.

15.1 REGULARLY SCHEDULED OR UNSCHEDULED BOARDS, COMMISSIONS AND COMMITTEES

- A. All boards, commissions and committees of the Town shall be classified as regularly scheduled or unscheduled boards, commissions and committees. Regularly scheduled boards, commissions and committees are those that meet on a regularly scheduled basis or may be quasi-judicial in nature. Unscheduled boards, commissions and committees meet on an as called basis.
- B. Regularly scheduled boards, commissions and committees include:
 - 1. Art and Culture Commission
 - 2. Historic District Advisory Commission
 - 3. Library Advisory Board
 - 4. Parks and Recreation Advisory Board
 - 5. Planning and Zoning Commission
- C. Unscheduled boards, commissions and committees:
 - 1. Board of Adjustment
- D. Other separate legal entities that also address the needs of the Town, including:
 - 1. Industrial Development Authority
 - 2. Community Facilities District Boards
- E. Any board, commission or committee created shall cease to exist (i) upon the accomplishment of the special purpose for which it was created (ii) when abolished by a majority vote of the Town Council, (iii) as dictated by the Town Code, (iv) when disbanded or dissolved through legal authority.

15.2 RECOMMENDATIONS FOR APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

- A. The Mayor may designate an appointing committee. This appointing committee shall be made up of three members (from members of the Council or appropriate board/commission). The Mayor may appoint himself/herself to this committee. If no such committee is appointed, the entire Town Council shall conduct interviews and appoint citizens to the various boards, commissions and committees.
- B. The purpose of this appointing committee is to interview applicants and recommend to the Town Council possible candidates as described in Section 15.3.

15.3 SELECTION OF BOARD, COMMISSION OR COMMITTEE MEMBERS

- A. A call for applications to fill vacant seats to boards, commissions and committees shall be duly published for at least one week via newspaper advertising, website (<http://www.florenceaz.gov>) and other means as available to the Town.

- B. Individuals applying for boards, commissions or committees must fill out and submit the Town application form to the Town Clerk by the published deadline. The Town Clerk will forward the applications to the appropriate staff liaison.
- C. The Town Clerk will review the applications and prepare support materials for the Appointing Committee. Staff will schedule an appropriate time for an open meeting in order that the committee may interview in person, or via telephone, applicants for the open seat(s) to any Town board, commission or committee.
- D. After review and consideration, the appointing committee members shall announce a recommendation and prepare a memorandum recommending candidates to fill the vacancies. This memorandum shall include copies of all the applications received.
- E. The Town Clerk shall prepare an agenda item for the next appropriate Town Council meeting after the appointing committee has communicated its recommendation(s) to fill open board, commission or committee seat(s).
- F. The Town Clerk will notify the appointee(s) in writing as to their appointment and the next meeting date of the new member's board, commission or committee scheduled meeting. Any official literature, agendas, minutes or other materials specific to the committee, board, or commission appointment will be included in the notification.
- G. Unsuccessful applicants will be notified that they have not been selected.

15.4 QUALIFICATIONS FOR APPOINTMENTS; EMPLOYEES OR APPOINTED OFFICERS AS MEMBERS

- A. All members of boards, commissions and committees shall meet the following minimum qualifications upon their appointment to any board, commission or committee. Each member must be:
 - 1. Eighteen years of age or older, except for members appointed to any board, commission or committee seats designated by Town Council for youth representation.
 - 2. A registered voter, except those under 18 years of age.
- B. Town employees or appointed officers shall not be eligible for appointment to any boards, commissions, and committees but may be requested to provide staff support thereto.

15.5 TERMS, VACANCIES, REMOVAL

- A. All members of boards, commissions and committees shall serve a term of up to three years, or until the board, commission or committee is dissolved, unless terms are specifically designated by Town Council action, Town Code or Arizona Revised Statutes.

- B. For boards, commissions and committees having five members or less, the terms of office shall be staggered so that no more than three terms shall expire in any single year when possible; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.
- C. For those boards, commissions and committees having more than five members but less than eight members, the terms of office shall be staggered so that no more than four terms shall expire in any single year when possible; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.
- D. A vacancy on a board, commission or committee shall be deemed to have occurred upon the following:
 - 1. Death or resignation of a member of a board, commission or committee.
 - 2. A member ceasing to be a Florence resident unless the Town Council has provided that such member may be a non-resident.
 - 3. Three consecutive unexcused absences by a member from board, commission or committee meetings.
 - 4. Convictions of a felony or an offense involving a violation of his official duties.
- E. Whenever a vacancy has occurred on one board, commission or committee, the Subcommittee for Board, Commission and Committee Appointments shall meet to recommend a candidate to complete the remainder of the term. Procedures described in 15.3 above will be used to generate applicants, interview applicants, and make a recommendation.
- F. An incumbent member of a board, commission or committee seeking reappointment shall submit a new application under the provisions set forth in Section 15.3 above and shall be considered for appointment by the Town Council in the same manner as all other applicants for such position.

15.6 ALTERNATES

The Town Council may appoint alternates to serve on boards, commissions and committees in the event of vacancy. Such alternates may attend meetings of the board, commission or committee but shall not participate until such time as a vacancy has occurred and the alternate has filled such vacancy. If the Town Council appoints more than one alternate for a particular board, commission or committee, the Town Council shall designate the alternates as first alternate, second alternate and so on such that immediately upon a vacancy occurring in a board, commission or committee, the first alternate shall fill such vacancy without the need for further Town Council action.

15.7 APPLICABILITY OF THE ARIZONA OPEN MEETING LAW

All boards, commissions and committees are subject to the Arizona Open Meeting Law.

15.8 RESIDENCY REQUIREMENTS

Members shall be residents of the Town of Florence. All members shall be bona fide residents of the municipality, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his/her actual and necessary expenses incurred in the performance of their official duties, provided that such expenses are approved by the Council or Town Manager, within budgetary limitations, prior to being incurred.

SECTION 16. COUNCIL BUDGET, EXPENSES AND TRAVEL

- A. Council members shall adhere to the adopted Town of Florence travel policy except as otherwise set forth herein.
- B. The Town Council shall adopt, as part of the annual budget, specific travel budget amounts for each Council member. The Town Council may also establish a fund from which an individual member may draw additional travel funds upon approval of the Town Council acting upon an item listed upon a duly published agenda and taking place during an Open Public Meeting

SECTION 17. CODE OF ETHICS

Council/Board/Commission/Committee members shall conduct themselves so as to bring credit upon the Town as a whole, and to set an example of good ethical conduct for all citizens of the community. Council members should constantly bear in mind these responsibilities to the entire electorate and refrain from actions benefiting any individual or special interest group at the expense of the Town as a whole.

Council members should likewise do everything in their power to ensure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, religion, national origin, sex, social standing or economic position. This Code assures public confidence in the integrity of local government and its effective and fair operations, and therefore the members will:

- A. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern. Members will work for the common good of the people of the Town of Florence and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Town Council, commissions, boards and committees.
- B. Comply with the Law. Members will comply with the laws of the nation, the State of Arizona and the Town of Florence in the performance of their public duties. These laws include, but are not limited to, the United States and Arizona Constitutions, the Florence Town Code and Policies, laws pertaining to conflicts of interest, election campaigns, financial disclosure and the Public Open Meeting Law.

- C. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members will refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, commissions, boards, committees, staff and the public.
- D. Respect for Process. Members will perform their duties in accordance with the processes and rules of order established by the Town Council and commissions, boards and committees governing the deliberation of public policy issues, meaningful involvement of the public in public hearings, and implementation of policy decisions of the Town Council by Town staff.
- E. Conduct of Public Meetings. Members will prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of business.
- F. Decisions Based on Merit. Members will base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- G. Communication. Members will publicly share substantive information that is relevant to a matter under consideration by the Council, commissions, boards or committees, which they may have received from sources outside of the public decision-making body.
- H. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members will not use their official positions to influence government decisions in which they have a material financial interest or a relationship that may give the appearance of a conflict of interest.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts..

Members will abstain from participating in deliberations and decision-making where conflicts may exist as defined under Arizona Statutes. **Members should discuss any issues of conflict of interest with the Town Attorney.**

- I. Gifts and Favors. Members will not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which is not available to the public in general. They will refrain from accepting any gifts, favors or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised.
- J. Confidential Information. Members will respect the confidentiality of information concerning the property, personnel or affairs of the Town. They will not disclose confidential information without proper legal authorization or Council majority

approval. They will not use such information to advance their personal, financial or other private interests.

- K. Use of Public Resources. Members will not use public resources unavailable to the public in general, such as Town staff time, equipment, supplies or facilities for private gain or personal purposes.
- L. Representation of Private Interests. In keeping with their role as stewards of the public interest, Council members will not appear on behalf of private interests of third parties before the Council or any commission, board or committee or proceeding of the Town, nor will members of commissions, boards and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- M. Advocacy. Members will represent the official policies or positions of the Town Council, commissions, boards or committees to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members will explicitly state they do not represent the Town, nor will they infer that they do.
- N. Policy Role of Members. Members will respect and adhere to the Council-Manager structure of government as outlined in the Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by the public, commissions, boards, committees and staff. Except as provided by the Town Code, members therefore will not interfere with the administrative functions of the Town or the professional duties of Town staff, nor will they impair the ability of staff to implement Council policy decisions.
- O. Independence of Commission, Boards and Committees. Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, Council members will refrain from using their position to unduly influence the deliberations or outcomes of commission, board and committee proceedings.
- P. Positive Work Place Environment. Members will support the maintenance of a positive and constructive work place environment for Town employees and for citizens and businesses dealing with the Town. Members will recognize that their special role dealing with Town employees is not to create the perception of inappropriate direction to staff.
- Q. Public Speaking. Members of Council shall declare they are speaking as a Council member, but it is their individual opinion, and may or may not be the opinion of the majority of Council members.

- R. Implementation. As an expression of the standards of conduct for members expected by the Town, the Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

Members entering office shall sign a statement affirming they read and understood the Code of Ethics. In addition, the Code of Ethics shall be regularly reviewed by the Town Council, boards, commissions and committees, and the Town Council shall consider recommendations from boards, commissions and committees and update as necessary.

- S. The Code of Ethics will be included in the regular orientations for candidates for Town Council, applicants to boards, commissions and committees, and newly elected and appointed officials.

17.1 COMPLIANCE AND ENFORCEMENT

Compliance with this Code of Ethics is expected for members of the Town Council, commissions, boards, and committees. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of commissions, boards, and committees and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. They are responsible to gather more information about the alleged Code of Ethics violation and present the Town Council with a memo detailing the findings. Any Town Council member may then ask that the item be placed on the Council agenda.

The Town Council may impose sanctions on members of the Council, boards, commission, or committee whose conduct does not comply with the Town's standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restrictions.

A violation of the Code of Ethics will not be considered a basis for challenging the validity of Council, commission, board, committee decisions, or removal.



Model of Excellence Member Statement

As a member of the Florence Town Council or of a Florence board, commission, or committee, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the Town and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, Town staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

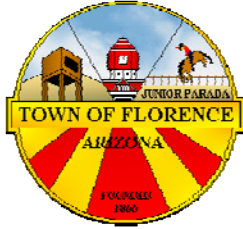
Avoid and discourage conduct which is divisive or harmful to the best interest of Florence;

Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the Town of Florence Code of Ethics.

Signature

Date



**Speakers Request Form
For
Public Comment
Call to the Public**

Meeting Date: _____ Topic: _____

Full Name: _____ Phone Number: _____
(Please Print)

Physical Address: _____

Mailing Address: _____

I am a spokesperson for: _____
(self, business, religious group, non-profit, govt. agency)

TITLE: _____

I am representing (Number of people) _____

I wish to address the Council: ☐ Elected Official
☐ In Favor of the Topic
☐ Opposed to the Topic


(Tear here: keep information below for reference)

Please give this form to the Town Clerk. Forms may be submitted at any time before or during the meeting.

How to address the Council:

- Must speak directly about an item on the agenda.
- The Mayor or Presiding Officer will call your name when it is your turn to speak.
- Citizens must limit comments to three minutes*.
- Groups wishing to speak should elect a spokesperson to represent the views of the group.
- The Mayor may limit the number of speakers heard on non-agenda topics at any single meeting to allow the meeting to proceed and end in a timely manner.

*** Prior approval is required for presentations longer than three minutes.**

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
<p>MEETING DATE: April 17, 2017</p> <p>DEPARTMENT: Community Development</p> <p>STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director</p> <p>SUBJECT: Resolution No. 1622-17: Acceptance of an Industrial Easement from Florence Artisan Acres, LLC, for property located at the southeast corner of Plant Road and Butte Avenue.</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </p> <p><input type="checkbox"/> Other</p>

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1622-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO ACCEPT AN INDUSTRIAL EASEMENT FROM FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE.

BACKGROUND/DISCUSSION:

As was a condition of their recent Territory Square zoning application, Florence Artisan Acres, LLC, submitted an Industrial Easement ("Easement") that will be on, over and in the airspace above their property located at the southeast corner of Plant Road and Butte Avenue. This Easement serves to inform and protect both the property owner and the Town in regards to any existing or future impacts, e.g., odors, noise, aesthetics and vibrations, associated with the Town's south Waste Water Treatment Plant ("WWTP") and adjacent collection system facilities.

FINANCIAL IMPACT:

The subject Easement, provided at no cost to the Town, was required as a condition of the zoning approved for the subject property. Only staff resources were utilized to finalize this item with the property owner's attorney. Furthermore, this work was done in conjunction with the concurrent Development Agreement under consideration for the subject property, for which a Town application fee was paid.

RECOMMENDATION:

Motion to adopt Resolution No. 1622-17, authorizing the Town of Florence to accept an Industrial Easement from Florence Artisan Acres, LLC, for property located at the southeast corner of Plant Road and Butte Avenue.

ATTACHMENTS:

Resolution No. 1622-17 with Exhibits
Industrial Easement and Exhibits

RESOLUTION NO. 1622-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO ACCEPT AN INDUSTRIAL EASEMENT FROM FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE.

WHEREAS, Florence Artisan Acres, LLC (“Grantor”), an Arizona limited liability company, is the current owner of a parcel of real property located at the southeast corner of Plant Road and Butte Avenue, in the Town of Florence, Arizona; and

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Florence (“Town”) to enter into a Development Agreement (“Agreement”) with persons having an interest in real property located in the Town (“Grantee”), and Grantor and Grantee desire to enter into a separate, but related, Agreement that references the requirement for this Industrial Easement (“Easement”); and

WHEREAS, this Easement is consistent with the Territory Square zoning designation applied to the subject property; and

WHEREAS, the Grantee owns and operates an existing Waste Water Treatment Plant (“WWTP”), which for the purposes of this Agreement such definition shall include adjacent collection system facilities, in proximity to the Grantor’s property and Grantee expressly states that such WWTP will be expanded over time; and

WHEREAS, this Easement is beneficial in protecting the Grantee’s existing WWTP, and the need to expand the WWTP over time; and

WHEREAS, this Easement is beneficial in informing the Grantor and its successors of the existing and future impacts of the Grantee’s WWTP and the Grantee’s intent to expand the WWTP over time; and

WHEREAS; The Town Council and the Town Manager find, and the Grantor acknowledges the necessity and value of this Easement.

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

Section 1: The Town Council approves the Town accepting this Easement, which, along with Exhibits A, A-1, B and B-1, is included in its entirety herein.

Section 2. The Mayor of the Town of Florence is authorized to execute the Easement and any related documents for and on behalf of the Town of Florence.

Section 3. The Town Clerk is hereby directed to record the Easement with the Pinal County Recorder no later than 10 days after the Town approves the acceptance of the Easement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 17th day of April 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

When recorded, mail to:

Town of Florence
Town Clerk
P. O. Box 2670
Florence, AZ 85132

INDUSTRIAL EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Florence Artisan Acres, LLC, an Arizona limited liability company ("Grantor"), the owner of that certain real property legally described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto and incorporated hereby by this reference ("Burdened Property"), hereby grants to the Town of Florence, an Arizona municipality ("Town"), its employees, agents and designees, (collectively "Grantee"), the owner of that certain real property depicted on Exhibit "B" and legally described on Exhibit "B-1" attached hereto and incorporated herein by this reference ("Benefited Property") upon which Grantee currently operates and intends to continue to operate and expand, as necessary, a municipal Waste Water Treatment Plant (the "WWTP"), which description shall also include all adjacent collection system facilities, an Industrial Easement for the following purposes ("Easement").

Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for the benefit of the Grantee and the public, an easement on, over and in the airspace above the Burdened Property for the release and discharge of noise, odors, fumes, dust, vibration, aesthetics or other effect or by-product of sewage collection and treatment arising from the operation of the WWTP. Grantor hereby authorizes Grantee, its successors and assigns, to cause such noise, odors, fumes, dust, vibration, aesthetics or other effect or by-product of sewage collection and treatment arising from the operation of the WWTP to be released and hereby waives and releases any and all claims or causes of action or liability Grantor may now or hereafter have against Grantee, its successors and assigns, resulting from or in any way related to noise, odors, fumes, dust, vibration, aesthetics or any other effect or by-product

of sewage collection and treatment arising from the operation of the WWTP.

2. Operations. The Grantee shall operate and maintain the WWTP in a manner consistent with Federal, State, County, and Town regulations. The Town agrees to implement industry best management practices, as necessary, to comply with all federal and state noise, odor, and vibration standards as required by the permitting for the WWTP through the Arizona Department of Environmental Quality (ADEQ).
3. Use. The Burdened Property encumbered by this Easement may be used by the Grantor and its successors consistent with the Town's Zoning/Development Codes and the terms of the Development Agreement, except that Grantor shall not locate any residential land uses within 1,500 linear feet of the Benefited Property per the approved zoning for the Burdened Property. For the purpose of this section, residential land uses shall not include the following land uses: motel, hotel, bed and breakfast or timeshare.
4. Use Limitations. Except as noted in Item 3 above and per the applicable zoning requirements for the Burdened Property, the Grantor and its successors shall not be limited or restricted by the Town in the uses that may be allowed on the Burdened Property because of its proximity to the Town's WWTP.
5. Duration of Easement. The duration of the easement shall be perpetual; provided, however, that this Easement will terminate and be of no further force or effect automatically and without further action of the parties hereto in the event that Grantee, or its successors or assigns, ceases to permanently operate the WWTP.
6. Binding Effect. The terms of this Easement shall be binding upon the Burdened Property and the Benefited Property. This Easement shall inure to and be binding upon the Grantor and Grantee and their respective successors and assigns and shall run with the land. The easement granted hereby may be enforced by Grantee or its successors or assigns.
7. Authority. This Easement has been duly and validly authorized, executed and delivered by Grantor and Grantee and no other action is requisite to the valid execution delivery and performance of this Easement by Grantor or Grantee. No consents or waivers of any or by any third party are necessary to permit this consummation by Grantor of the obligations contemplated pursuant to this Easement. The individuals signing this Easement on behalf of Grantor and Grantee have full power of authority to execute this Easement on behalf of Grantor and Grantee.

This Easement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument. IN WITNESS WHEREOF, the following have executed this Easement as of the indicated dates.

Grantor:

Florence Artisan Acres, LLC, an Arizona limited liability company

By:_____

Printed Name:_____

Title:_____

Date:_____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____ the _____ of _____, on behalf of the limited liability company.

Notary Public

My Commission Expires:

Grantee:

TOWN OF FLORENCE, ARIZONA
An Arizona Municipal Corporation

By (Signature): _____

For: The Town of Florence, an Arizona Municipal Corporation

Printed Name: _____

Title: Mayor of the Town of Florence, Arizona

Date: _____

STATE OF ARIZONA)
)
COUNTY OF PINAL) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tara Walter, the Mayor of the Town of Florence.

Notary Public

My Commission Expires:

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

Exhibit A

November 20, 2014
PROJECT # 050057-01-001

EXHIBIT 'A'

**LEGAL DESCRIPTION
PLANT & BUTTE – WEST PARCEL**

LOT 4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2 AND ALSO DESCRIBED AS THE NORTHWEST CORNER OF SAID LOT 4, BEING A 3" PINAL COUNTY HIGHWAY DEPARTMENT ALUMINUM CAP 1.0 FEET BELOW GROUND, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2, BEING A TOWN OF FLORENCE BRASS CAP FLUSH, BEARS SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 2644.14 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1322.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE SOUTH 00 DEGREES 49 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1322.54 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 56 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1320.70 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00 DEGREES 52 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1329.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,751,678 SQUARE FEET OR 40.2130 ACRES, MORE OR LESS.

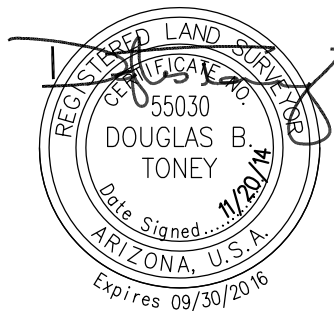


Exhibit A-1

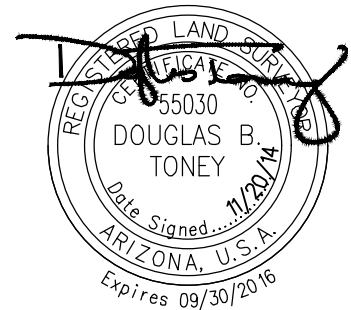




Exhibit B



Exhibit B:
**South Waste Water
Treatment Plant**

 Site Location  Parcel Lines



Legal Description

See Exhibit B-1

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

3/7/2017 2016-27

N Plant Rd

W Butte Ave

S Plant Rd

**Parcel 1
202-11-001C**

**Parcel 2
202-11-001D**

Exhibit B-1

Exhibit B-1: Legal Description of the South Waste Water Treatment Plant

PARCEL 1:

A PARCEL OF LAND, BEING A PORTION OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS BY THE PINAL COUNTY ASSESSORS OFFICE:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 9 EAST;

EXCEPT FOR THE EAST 75.0 FEET THEREOF.

PARCEL 2:

BEGINNING AT THE NE CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 9 EAST;

THENCE SOUTH 664.56 FEET TO THE POINT OF BEGINNING;


THENCE CONTINUING SOUTH 664.56 FEET;

THENCE WEST 1,381.72 FEET;

THENCE NORTH 670.53 FEET;

THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT FOR THE EAST 75.0 FEET THEREOF.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
MEETING DATE: April 17, 2017 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1623-17: Authorization to enter into a Development Agreement with Florence Artisan Acres, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1623-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE.

BACKGROUND/DISCUSSION:

OVERVIEW:

Florence Artisan Acres, LLC, a group of investors that includes the property owner of the Windmill Winery in Florence, Arizona, have previously had General Plan Amendment and Rezoning applications approved for the subject 40 acre site, which is located within the well-known Territory Square Master Plan, to accommodate the expansion of the Windmill Winery development. This group is interested in expanding the energy and success of the Windmill Winery project to this subject site with planned complementary facilities. The expansion area is located across from the existing Windmill Winery at the southeast corner of Plant Road and Butte Avenue.

The proposed development considered under this Development Agreement request will be within the West End Land Use Group (LUG) of the Territory Square Master Plan. The proposed visual character of the development will directly align with the general character defined in the West End LUG, e.g., “a mixed-use environment that includes a diversity of density from farm fields to retail and commercial development. This location, near a potential freeway corridor, provides an opportunity to integrate agrarian themes with a more urban form”.

Long-term, the specific uses being considered for this property also align directly with those uses allowed under the West End LUG including; residential (limited), commercial, specialty retail, restaurant, mixed-use buildings, and a small inn with associated casitas. A RV use (limited/ short term only related to events) is also proposed as an accessory use within the West End LUG. Unlike a formal setting with buildings organized along street fronts, these buildings and developments are envisioned to sit within the landscape in a less formal manner. The proposed Development Agreement would apply to the owner's entire 40 acre property, but the immediate development focus is on the project's planned first phase of development located immediately south of the existing Windmill Winery facility.

PHASING:

The planned project is envisioned to occur in a series of phases. As noted, Phase One is the primary focus point for development at this time. Phase One, located close to the southeast corner of Plant Road and Butte Avenue, consists of improvements on the first ten of 40 acres to be developed. This portion of the project will be developed across from the existing Windmill Winery facilities in order to maximize the synergy and range of uses that occur on that adjacent site today. This first Phase of the project consists of an event center, boutique hotel and bridal suite, as well as all associated site improvements.

Though subject to change, the next project phases might seek to expand the event center with a possible restaurant and brewery, expand the number of guest casitas, consider an expansion of the boutique hotel, and possibly add additional retail buildings that would be oriented towards unique artisan crafts. All buildings and site improvements are planned to be designed within the character and vernacular of the existing Windmill Winery. The event center is envisioned to look and feel like an old Cotton Gin building. The casitas and other future buildings would be designed to capture that same feel that helps to celebrate the agrarian history of Florence.

With a total land area of 40 acres, the possibilities for the future phases are quite open at this time, but uses will be consistent with the Territory Square Master Plan and the thematic components would be extended regardless of land uses.

BUILDINGS:

The architecture of the Windmill Event Center building was designed considering the general character/use of the West End LUG of the Territory Square Zoning District. The Windmill Event Center will be a large agrarian-themed single-story building designed for the purpose of hosting a variety of events. The scale, form, materials and visual character represent the very best examples of a working cotton gin. The exterior façade will be treated with the metal panels from an actual salvaged cotton gin from Coolidge. Outside ornamental features include artisan rustic industrial outdoor sconce lamps. Wall materials include stone walls, vertical metal siding, horizontal wood siding, and corrugated metal roofing.

The Windmill Inn will play off the Cotton Gin architectural theme with the inclusion of some metal paneling along the base of the building. A central gable roof form, standing seam metal roofing material, expansive front porch, smaller windows, dormers, shiplap

horizontal siding and associated details will give this building a dominant agrarian feel which will compliment both the Cotton Gin and the existing Windmill Winery facilities. Outside ornamental features will include artisan rustic industrial outdoor sconce lamps. Wall materials include stone walls, vertical metal siding, horizontal wood siding and corrugated metal roofing.

The Bridal Cottage, while smaller in size and stature, will follow the design of the Windmill Event Center and Winery Inn and will express the agrarian and ranch themes through a residential manner. Again, ornamental features will include artisan rustic industrial outdoor sconce lamps, stone walls, vertical metal siding, horizontal wood siding and corrugated metal roofing.

ACCESS/CIRCULATION:

Vehicular ingress/egress into the site will be provided off of Plant Road and Butte Avenue with a minimum of three access points. The Phase One access points from each frontage have been thoughtfully planned based on engineering standards and the locations of opposing driveways. Right-of-way will be dedicated for each adjacent frontage, but major roadway improvements are proposed to be phased in. This phasing, specifically project triggers that would cause for improvements to be completed is a key discussion point in the Development Agreement.

The parking space requirement, per Town Codes, for all of the uses currently identified in Phase One is 85 spaces. The approved Design Review application shows that this minimum will be exceeded. At least 104 spaces are proposed and this will include required accessible parking spaces and oversized parking spaces. Additional parking areas will be added as new buildings are added.

All of the parking areas and buildings are connected with a system of private roadways, fire lanes and pedestrian pathways. Some internal roadways and parking areas will use alternative materials to help maintain an agrarian appearance. Pedestrians will be able to access the project off of Butte Avenue. On-site pedestrian circulation will be enhanced to allow for people to move around the site safely. In addition, accommodations will be made to safely cross Butte Avenue to the existing Windmill Winery facility. Alternative materials and the crosswalk are items that are discussed in detail in the Development Agreement.

GRADING AND DRAINAGE:

Grading and retention will be done in accordance with Town Codes and the Pinal County Drainage Manual, and the subject site will have primary retention basins, at least for Phase One, along the project frontages and the southwest portion of the Phase One site. Surface retention basins will include attractive landscaping to aid in the appeal of the property to the surrounding users and traffic along adjacent roadways.

LANDSCAPING:

Phase One and all future phases will be improved with the addition of well-manicured landscaping. The landscape theme will be consistent with the West End LUG and the existing Windmill Winery site. Plus, all landscaping and irrigation will meet minimum

Town Codes. Several plaza and gathering areas are planned around the site for active programming and passive enjoyment. Landscaping will help to soften hardscape areas and buffer the adjacent roadways. The Development Agreement discusses how the Town and Developer can work together to add complimentary landscaping along the frontage of the Town's Wastewater Treatment Facility (WWTF).

WATER/SEWER:

The project will connect to the Town's water and waste water systems. It appears that Phase One can be served by the Town's current system, but final engineering plans are still subject to the applicable reviews and approvals. The phasing of infrastructure for future phases, as well as the possibility of an on-site sewer dump station, are discussed in the Development Agreement.

In regards to the Town's adjacent Waste Water Treatment Plant (WWTP), the Owners are granting an Industrial Easement to the Town that addresses any potential impacts of the existing and expanded WWTP (a requirement of zoning and also an item discussed in the Development Agreement).

SIGNAGE:

A Comprehensive Sign Plan will be provided for this project and be subject to the review and approval of the Planning and Zoning Commission.

DEVELOPMENT:

The Planning and Zoning Commission has approved the Design Review application for Phase One. Phase One construction and engineering plans are now under review. The development schedule for this project is very ambitious, but obtainable, particularly since the services of Nu-Trend Architectural Services (current consultant to the Town) are anticipated to facilitate this project (another Development Agreement item).

FINANCIAL IMPACT:

Staff time, off-set by the DA application, was used to negotiate the DA with the Developer's and their legal representative.

The net impact of entering into the DA is positive as it will substantially facilitate the development of the first phases of the subject project. Though some minor fee waivers are proposed (\$4,265), the largest development incentive utilized under this DA allows for the deferred collection of 50% of the project's Development Impact Fees and some reasonable deferment of associated public infrastructure. The deferments help to allocate upfront capital expenditures into critical vertical development, which will help the project to expenditure their return on this critical investment in downtown Florence.

RECOMMENDATION:

Motion to adopt Resolution No. 1623-17 authorizing the Town of Florence to enter into a Development Agreement with Florence Artisan Acres, LLC, an Arizona Limited Liability

Company, to facilitate the development of property located at the southeast corner of Plant Road and Butte Avenue in Florence, Arizona.

ATTACHMENTS:

Resolution No. 1623-17
Development Agreement Application
Development Agreement
Associated Exhibits

RESOLUTION NO. 1623-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE.

WHEREAS, A.R.S. § 9-500.05 authorizes the Town of Florence ("Town") to enter into development agreement with persons having an interest in real property located in the Town and Florence Artisan Acres, LLC ("Developer"), an Arizona limited liability company, and the Town desires to enter into a development agreement; and

WHEREAS, Developer is the current owner of a parcel of real property located at the southeast corner of Plant Road and Butte Avenue, in the Town of Florence, Arizona; and

WHEREAS, This Development Agreement ("Agreement") is consistent with the Town of Florence 2020 General Plan and with the Territory Square zoning designation applied to the subject property; and

WHEREAS, The Town Council, and the Town Manager, as administrator of the Town's Infill Plan; acknowledge that this project meets the goals and objectives of the Infill Plan; and

WHEREAS; The Town Council and the Town Manager find, and the Developer acknowledges and agrees, that the project adds to the quality of life and the overall, social, economic, and general well-being of the Florence community.

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

Section 1: The Town Council approves the Town of Florence entering into the Development Agreement with Developer that shall be in substantially the form and content attached hereto as an Exhibit to this Resolution and incorporated herein by this reference, after it has been executed by all other parties.

Section 2. The Mayor of the Town of Florence is authorized to execute the Development Agreement and any related documents for and on behalf of the Town of Florence.

Section 3. The Town Clerk is hereby directed to record the Development Agreement with the Pinal County Recorder no later than 10 days after the Town enters into the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 17th day of April 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

WHEN RECORDED, RETURN TO:

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

TOWN OF FLORENCE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2017 (the "Effective Date"), by and between the TOWN OF FLORENCE, an Arizona Municipal Corporation (the "TOWN"), and Florence Artisan Acres LLC, an Arizona limited liability company (the "DEVELOPER"). The Town and the Developer are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS

A. Pursuant to A.R.S. § 9-499.10, the Town designated an Infill Incentive District (the "District") and adopted the Town Core Infill Incentive Plan (the "Infill Plan") to encourage redevelopment in the District by, among other activities, waiving fees for development activities and granting relief from development standards. The Developer's Property is within the District. Though the Infill Plan was not directly utilized to facilitate redevelopment in this case, the intent of the Infill Plan remains applicable in that the purpose of this Agreement is to encourage development and redevelopment within the District.

B. Developer has assembled and is the current owner of a parcel of real property located at or about the southeast corner of Plant Road and Butte Avenue, in the Town of Florence, Arizona, and as more particularly described in **Exhibits "A" and "A-1"** attached hereto and incorporated herein by this reference (the "Property"), on which it intends to construct a mixed use project (the "Project") on approximately 40 acres located at the southeast corner of Plant Road and Butte Avenue, with Phase One being depicted on **Exhibit "B"** attached hereto.

C. The Town has determined that encouraging the development of the Property pursuant to this Agreement will result in significant economic and other public purpose benefits to the Town and its residents by, among other things: (i) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger area that includes the Property; (ii) the development of the Property in a manner consistent with the Town's comprehensive land use plan; (iii) an increase in sales tax revenues to the Town arising from or relating to the development of the Property; and (iv) the creation of new jobs and otherwise enhancing the economic welfare of the residents of the Town.

D. The Parties understand and acknowledge that the Town seeks assurances from the Developer that the Developer will develop the Property in accordance with the “Plan of Development” (as generally indicated in Exhibit B and defined in Section 3.3.1 below).

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, in order to facilitate the proper development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the Property by the Town; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) the permitted uses for the Property; (iv) the density and intensity of such uses; (v) lot coverage and land disturbance requirements; and (vi) other matters related directly or indirectly to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

F. The Town Council has approved the Territory Square Zoning for the subject site and the Town’s Planning and Zoning Commission has approved the Design Review application for the first phase of this Development. This Agreement is consistent with these actions.

G. Though not formally utilizing the Infill Plan, the Town and Developer acknowledge and agree that the Project meets the goals and objectives of the Town Core Infill Incentive Plan and A.R.S. § 9-499.10.

H. The Town Manager and Town Council find, and the Developer acknowledges and agrees, that the Project adds to the quality of life and the overall social, economic, and general well-being of the Florence community.

I. The Town acknowledges that portions of such public services/infrastructure improvements may be provided as part of the early phases of development of the Property, prior to the time when such public services/infrastructure improvements would otherwise be required to serve completed phases of the development within the Property, and therefore prior to the time Developer might otherwise be required to provide or contribute to the cost of same and prior to the time that the expense of such public services/infrastructure improvements otherwise would be justified by the phasing of development of the Property. Developer is willing to provide such public services/infrastructure improvements earlier than otherwise required for its private development of the Property.

J. Town acknowledges that the Project will provide a significant benefit to the neighborhood in which the Project is located, and that completion of the Project will result in other significant benefits to the Town and its residents, including without limitation an approximately \$3,000,000 capital investment in Phase One alone. All of the foregoing will result in increased tax revenues and opportunities for employment within the Town, and will otherwise improve and enhance the economic welfare and quality of life for the inhabitants of the Town. Town has therefore agreed to waive certain Town-imposed fees

associated with the planning and construction of the Project and grant relief from certain standards in the Town's Development Code, on strict compliance with the terms of this Agreement.

K. This Agreement is consistent with the Town of Florence 2020 General Plan, the Property's Zoning and the Infill Plan.

L. This Agreement is a development agreement within the meaning of A.R.S. § 9-500.05 and shall be construed as such.

M. If the Town does not issue a Building Permit for the Property within 180 days from the effective date of this Agreement, plus an additional 30 day extension if required, Developer and Town agree that at that time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties; provided, provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect.

AGREEMENTS

NOW THEREFORE, in consideration of the above premises, the promises contained in the Agreement, the fees, construction sales and transaction privilege taxes and other revenues that will be received by Town as a result of the completion of the Project, the other economic benefits to be derived by the Town and its residents during the term of this Agreement by reason of the development of the Project and Developer's performance hereunder, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

ARTICLE I **DEFINITIONS**

In addition to words and terms defined elsewhere herein, the following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1 "Certificate of Occupancy" means a final Certificate of Occupancy for the Project, or portions thereof, issued by the Community Development Department of the Town of Florence.

1.2 "Commencement of Construction" or any grammatical derivation thereof, means (a) the obtaining of building permits and (b) actual commencement and diligent pursuit of the work described in each such permit.

1.3 "Developer" means Florence Artisan Acres LLC, and its permitted successors and assigns.

1.4 "Project" shall mean the mixed use development proposed for the Property. The Project is to be constructed in "Phases" with Phase One being depicted on **Exhibit "B"** attached hereto and incorporated by this reference. It is noted that, at the time of this Agreement, there is only a detailed Plan of Development for Phase One. Future phases shall be in compliance with the Property's Zoning and consistent with Plan of Development.

1.5 "Property" shall mean that certain real property referred to in Recital B and described in **Exhibits "A" and "A-1"** attached hereto and incorporated by this reference.

1.6 "Public Improvements" means all improvements which may be constructed from time to time on the Property as part of the Project, including, without limitation, all tenant improvements, utilities, driveways, parking areas, walls, landscaping and other improvements of any type or kind to be built by Developer.

1.7 "Town" means the Town of Florence, an Arizona Municipal Corporation, and any successor public body or entity.

1.8 "Schedule of Performance" shall mean the Schedule of Performance attached hereto as **Exhibit "C"**.

ARTICLE II **DEVELOPMENT PLAN**

2.1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals are true and correct and, together with all Exhibits attached hereto and referenced herein, are incorporated by this reference as if fully set forth herein.

2.2. **Term and Effective Date.** The Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of 15 years from the date this Agreement is approved by the Mayor and Town Council of the Town (the "Town Council"), at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties (the "Term"); provided, provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect, subject only to the termination provisions herein specifically related thereto; provided, further, that Developer shall, reasonably promptly after the Effective Date, commence construction of those portions of the Plan of Development and the Project more fully described on **Exhibit "B"** attached hereto (collectively, the "Public Improvements") and reasonably diligently thereafter prosecute such construction to completion. Upon completion of the Public Improvements, and acceptance thereof by the Town in accordance with its ordinary procedures, then all rights hereunder shall be vested for the period immediately above stated. Such completion of construction and subsequent acceptance by the Town is herein called "Completion of Construction and Acceptance". This Agreement shall become effective only upon approval by the Town Council.

ARTICLE III **DEVELOPMENT MATTERS**

3.1. **Schedule of Performance.** Town and Developer intend that the Project shall be developed pursuant to, and in accordance with, the description set forth in **Exhibit “B”** and the Schedule of Performance attached hereto as **Exhibit “C”**. It is understood by the parties that the project will be sub-phased over a minimum of a 15 year period. Each phase must include necessary public services/infrastructure improvements as stipulated by the Town. A detailed phasing plan, to be approved by the Town and updated with each project Phase, must identify site and infrastructure improvements, including an analysis of commensurate public improvements to be provided by phase.

3.2. **Compliance with Schedule of Performance.** If the Developer fails to comply with the Schedule of Performance within 60 days of any such scheduled performance date, then this Agreement shall automatically terminate as to any portion of the Project not completed as of the date of termination. No notice of such termination shall be required, as the passage of time without completion of the appointed task cannot be cured.

3.3 Development Standards.

3.3.1. **Plan of Development.** The various exhibits attached hereto and this Agreement collectively constitutes a “Plan of Development” (herein so called) which includes modifications to the Town of Florence Land Development Code (the “Zoning Ordinance”). It is the intent of the Parties that the Project be constructed in accordance with the Zoning Ordinance as amended by the terms of this Agreement. This Agreement is limited in scope in that its sole purpose is to allow for the limited set of modifications to the Zoning Ordinance as set forth herein. All public improvements must meet or exceed Town, county, state, and federal design requirements.

3.3.2. **Approvals.** The Town agrees that, in connection with all requests for approval relating to the Project that no extraordinary plan or review requirements will be imposed on Developer; provided however, that nothing herein shall preclude Town from the reasonable exercise of its normal review processes and other governmental functions within its police powers. Developer additionally agrees and acknowledges that the Town may exercise its discretion in the manner provided by law.

3.3.3 **Plan Submittal.** Developer shall submit all plats and plans to the Town. Development of the Property cannot occur until the Town has concurred that the plans comply with Town standards. Town shall review said plans and provide Developer with its comments on these submittals in a reasonably timely manner, and may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes upon the request of Developer. The Town and Developer shall mutually agree on the Outside Review Agency selected from the Town’s procurement list. The fee for such expedited review shall be double the then existing fee, except as otherwise stated herein.

3.3.4. **Further Council Approval.** The Parties hereby agree and understand that, subsequent to the execution of this Agreement, and based upon the Town's review and due consideration, including without limitation, the conduct of the requisite public hearings that Town Council shall consider approval of a plan for the Property that includes the deviations from the Town Development Code permitted herein.

3.3.5. **Dedications.** Multiple dedications of easements and rights-of-way are required for the Project and such shall be done in accordance with usual and customary codes and procedures. This includes, but is not limited to, utility easements, access easements, on and off-site right-of-way dedications and an Industrial Easement.

3.3.6 **Improvements.** In order to satisfy minimum code requirements on-site and off-site improvements will be required as part of this project.

- The Town has determined that the existing public water transmission and wastewater collection systems that serve the property are currently adequate to serve the Phase One of the Project, which consists of approximately 10 acres, three buildings and related site improvements. Dependent on technical analysis, the Developer may need to design, construct, and dedicate public water and wastewater improvements with future phases. Required future public utility improvements will be sub-phased based on technical analysis and as approved by the Town Engineer.
- The Town has determined that the existing pavement cross-sections (Plant Road and Butte Avenue) that currently serve the property are generally adequate to serve Phase One of the Project for an interim basis. This does not include necessary drainage, access, or multimodal improvements required for the Project or any modifications required by the approved Traffic Impact Study for the Project.
- The Developer will need to design, construct, and dedicate regional transportation improvements with future phases of the Project and construct necessary improvements for Phase One at the discretion of the Town Engineer. Prior to the issuance of any Certificate of Occupancy for the Property, the Developer shall dedicate adequate right-of-way in accordance with Town plans, a Town approved Traffic Impact Study and the reviews and approvals of the Town Engineer, for Plant Road and Butte Avenue adjacent to the full frontage of the subject 40 acre Property. Within five years from the effective date of this Agreement, or sooner based on thresholds established by the Project's Town approved Traffic Impact Study and confirmed by the Town Engineer and/or the initiation of new development beyond that defined by Phase One, the Developer shall install, at a minimum, half-street improvements, in accordance with Town plans, a Town approved Traffic Impact Study and the reviews and approvals of the Town Engineer, for Plant Road and Butte Avenue adjacent to the full frontage of the subject 40 acre Property. If and when the adjacent undeveloped properties along Butte Avenue and Plant Road commence design and construction, the Developer will immediately advance the respective off-site improvements to tie into adjacent development. The Developer shall dedicate adequate right-of-way for the

respective offsite improvements on Butte Avenue and Plant Road during the plan approval process. Offsite plan production shall commence immediately upon the traffic volume thresholds being met or nine months before the five year anniversary date of this agreement.

- Financial Assurances, in a form and amount approved by the Town and in accordance with applicable laws and codes, shall be provided for any and all deferred public infrastructure required for the Development. Town agrees that Developer may use a "Lot Sale Prohibition", in a form acceptable to the Town, as an acceptable form of assurance for specific types of deferred public infrastructure improvements. For the purposes of this Agreement, "deferred public infrastructure" shall include, but is not limited to, the minimum half street improvements along the Property's full frontages if these improvements are not completed in conjunction with Phase One development.
- The Developer will design and install commercial fire sprinkler systems for all proposed commercial buildings to be constructed on the Property, except where otherwise approved by the Town's Building and Fire Code Officials per applicable adopted technical codes.
- Dependent on technical analysis and at the sole discretion of the Town Engineer, the Town will consider the use of alternative surfacing materials for on-site parking areas and internal circulation routes to accommodate the Developer's architectural expectations while not deviating from federal, state, county and local codes and standards including ADA, MAG, and IBC. Any alternative materials uses for access roads, walkways and/or parking shall be maintained to all applicable codes in perpetuity.
- Without the implication of such a possibility, if and when treated effluent water is available for sale, the Town, at its sole discretion, will consider sale of treated effluent for use on the Property.
- The Town will work with the developer to design and implement the construction and installation of a pedestrian crossing across Butte Avenue between the Phase One property and the existing development to the north that satisfies applicable life safety and ADA standards. All costs associated with the pedestrian crossing construction, which shall be provided no later than 45 days after the issuance of a Final Certificate of Occupancy for the Project, will be borne by the Developer. Implementation will include advanced warning signage with round 12" LED flashing yellow beacons and high performance rapid flashing rectangular beacon (RFRP), SB345, crosswalk lighting system, (or approved equivalent).
- Consistent with the approved development phasing, the Town will consider partnering with the developer on an on-site sewage dump station. The dump station should be located on the subject property and designed in a way to prevent unauthorized use. The station should include an area for disposal of stored sewage, a source of water to flush out sewage holding tanks, and a separate source of potable water for filling vehicle storage tanks. The dump station shall be in compliance with all applicable Federal, state, county and local standards. The Town will consider waiving usage fees if the Town retains the ability to utilize the dump station, as necessary.

- The Town agrees to install and maintain landscaping on the frontage of the South Wastewater Treatment Plant based on a landscape and irrigation plan prepared by a Registered Landscape Architect, which plan is subject to the review and approval of the Town of Florence, at the Developer's cost and materials (trees, plants, shrubs) provided at no cost by the developer.

3.3.7. Traffic Impact Study. A Traffic Impact Study will be required to be submitted and approved by the Town as part of the Phase One project. The Developer will need to satisfy all stipulations provided by the Town prior to the issuance of a Certificate of Occupancy (C of O) for each phase of the Project. This document will require future updates to determine local and regional impacts that result from not only the Phase One project but all future phases of the project. Public improvements may include but are not limited to widening, street lighting, turn lanes, deceleration lanes, multimodal improvements, traffic control, and curb and gutter.

3.3.8 Flood Control. Flood control measures for the Property shall comply with the requirements of the United States Army Corp of Engineers (USCOE), Federal Emergency Management Agency (FEMA), and all applicable state and local laws, regulations and ordinances, and to the extent they are not superseded by the requirements of the USCOE, FEMA, or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District, including the Pinal County Floodplain Management Ordinance. Developer agrees to comply with all laws, regulations, ordinances or requirements of any governmental entity, including the Florence Flood Control District.

3.3.9 Expedited Plan Review. The Town has agreed to expedite, at no added cost to the Developer, all building safety and fire safety plan reviews and inspections on the first phase of the project. The Town plans to provide this service through an existing contract with Nu-Trend Architectural Services.

3.3.10 Filing, Inspection, Review, Development Impact, and Permit Fees. State Statutes and the Town's Development Code define how Development Impact Fees (DIF) are collected and correlated with the approved Infrastructure Improvement Plan (IIP).

For Phase One of the project, the Town supports one half (1/2) of the calculated Development Impact Fees be paid at the time of issuance of any building permit on site and the second one half (1/2) due prior to issuance of a C of O for the first structure on-site. This agreement shall be done in accordance with all applicable laws.

In good faith, and in the spirit of cooperation regarding the infrastructure required for this project, the Town agrees to waive the following Town of Florence fees (estimated herein) pertaining to Phase One:

1. The legal review deposit for the Town's Development Agreement application (\$1,000).

2. Easement dedication fees associated with the project (\$400.00).
3. Public Works Department fire sprinkler fee for the (\$2,500.00).
4. Fire Department Fire flow testing fee (\$240.00).
5. Community Development Landscape Plan review (\$125.00).

Notwithstanding the information provided above or herein the Agreement, the Developer shall pay all other current applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance.

3.4. **Deviations from Subdivision Ordinance, Zoning Ordinance and Other Codes.**

3.4.1. **Setbacks.** The Project will comply with applicable setback requirements for the Territory Square Zoning District.

3.4.2. **Subdivision of Property.** The Project will consist of approximately 40 acres. All subdivisions shall be done in accordance with applicable codes and procedures.

3.4.3. **Building Height.** The Territory Square Zoning District allows for a building height on the Project of up to 60 feet for all commercial uses. The benefit of the Developer, the Town commits to not changing the building height requirements on the Property within the consent of the Property owner.

3.5 **Industrial Easement.** The Town agrees to implement industry best management practices, as necessary, to comply with all federal and state noise, odor, and vibration standards as required by the permitting for the adjacent Waste Water Treatment Plant, that property being described in **Exhibit “D”**, through the Arizona Department of Environmental Quality (ADEQ).

Furthermore, Developer agrees to grant an Industrial Easement (“Easement”) to the Town (**Exhibit “E”**) and such Easement shall be approved, executed and recorded concurrent with this Agreement.

3.6 **General Cooperation.** Town and Developer acknowledge and agree that they shall cooperate in good faith with each other and use their respective good-faith and commercially reasonable efforts to pursue the Project as contemplated by this Agreement. Town agrees to use its reasonable best efforts to assist Developer or its affiliates with other governmental agencies as appropriate, including the State of Arizona Department of Transportation and any state or local agencies whose approvals are required for the Project.

ARTICLE IV **REPRESENTATIONS**

4.1 **Town Representations.** The Town represents and warrants to the Developer that:

4.1.1 The Town's execution and delivery of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Town of Florence Town Code.

4.1.2 All consents and approvals necessary to the execution and delivery of this Agreement by the Town have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

4.1.3 The Town will execute and acknowledge when appropriate all documents and instruments and take all reasonable actions necessary to evidence and implement this Agreement.

4.1.4 The execution and delivery of this Agreement by the Town is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the Town is a party or is otherwise subject.

4.1.5 The Town has been assisted by legal counsel of its own choosing in connection with the preparation and execution of this Agreement.

4.2. **Developer Representations.** The Developer represents and warrants to the Town that:

4.2.1 The Developer has the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by the Developer has been duly authorized and agreed to in compliance with the organizational documents of the Developer.

4.2.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

4.2.3. The Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

4.2.4 As of the Effective Date, the Developer knows of no litigation, proceeding, or investigation pending or threatened against or affecting the Developer, which could have a material adverse effect on the Developer's performance under this Agreement that has not been disclosed in writing to the Town.

4.2.5 This Agreement (and each undertaking of the Developer contained herein) constitutes a valid, binding and enforceable obligation of the Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other

laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Developer will, at its sole cost and expense, defend the validity and enforceability of this Agreement and each of its terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provisions of this Agreement or the authority of the Developer or the Town to enter into or perform any provision under this Agreement and shall indemnify the Town against any cost, expense, liability or judgment (including attorneys' fees, court costs and expert witnesses) incurred by the Town in connection with any such litigation or proceeding. The severability and reformation provisions of Section 7.9 shall apply in the event of any successful challenge to this Agreement.

4.2.6 The execution, delivery and performance of this Agreement by the Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Developer is a party or to which the Developer is otherwise subject.

4.2.7 The Developer has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

4.2.8 The Developer has been assisted by legal counsel of its own choosing in connection with the preparation and execution of this Agreement.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

5.1 **Events of Default by the Developer.** Default or Event of Default (each respectively herein so called) by the Developer under this Agreement shall mean one or more of the following:

- (a) Any representation or warranty made in this Agreement by the Developer was materially inaccurate when made or shall prove to be materially inaccurate during the Term;
- (b) The Developer fails to comply with any dates established herein for any required actions of the Developer hereunder, for any reason other than an Enforced Delay;
- (c) Foreclosure (or deed in lieu of foreclosure) upon any mechanic's, materialmen's or other lien on the Project prior to Completion of Construction or upon any improvements on the Project, but such lien shall not constitute a Default if the Developer deposits in escrow sufficient funds to discharge the lien or otherwise bonds over such liens in an customary fashion and maintain such deposit during the pendency of litigation;
- (d) The Developer transfers or attempts to transfer or assign this Agreement in violation of Article VII;

- (e) The Developer fails to observe or perform any other material covenant, obligations or agreement required of it under this Agreement; or
- (f) It shall be a default hereunder if: (i) any petition or application for a custodian, as defined by Title 11, United States Code, as amended from time to time (the "Bankruptcy Code") or for any form of relief under any provision of the Bankruptcy Code or any other law pertaining to reorganization, insolvency or readjustment of debts is filed by or against Developer or any partnership of which Developer is a partner, their respective assets or affairs, and such petition or application is not dismissed within 90 days of such filing; (ii) Developer makes an assignment for the benefit of creditors, is not paying material debts as they become due, or is granted an order for relief under any chapter of the Bankruptcy Code; (iii) a custodian, as defined by the Bankruptcy Code, takes charge of any property of Developer or any property of any partnership of which Developer is a partner; (iv) garnishment, attachment, levy or execution in an amount in excess of an amount equal to ten percent of its net worth is issued against any of the property or effects of Developer, or any partnership of which Developer is a partner, and such issuance is not discharged or bonded against within 90 days; (v) the dissolution or termination of existence of Developer unless its successor by transfer or operation of law is continuing the business of operating the Project; or (vi) there is a material false statement or material breach of any representation, warranty or covenant, or there is a material false statement or material omission, by Developer under any other document forming part of the transaction in respect of which this Agreement is made.

5.2 **Events of Default by the Town.** Default or an Event of Default by the Town under this Agreement shall mean one or more of the following:

- (a) Any representation or warranty made in this Agreement by the Town was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or
- (b) The Town fails to observe or perform any other material covenant, obligations or agreement required of it under this Agreement.

5.3 **Grace Periods, Notice and Cure.** Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within 30 days (or 20 days in the event of a monetary default) after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within 30 days shall be commenced within such period and diligently pursued to completion, such total cure period not to exceed 90 days after transmission of such written notice of default.

5.4 **Remedies on Default.** Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with Section 5.3 of this Agreement, the non-defaulting Party may take any of one or more of the following actions:

5.4.1 Remedies of the Town. The Town's remedies shall include, but not be limited to, the following:

(a) If an Event of Default by the Developer occurs prior to Completion of Construction and with respect to the Developer's obligation to construct or develop any Public Improvements in accordance with the terms of this Agreement, the Town may suspend any or all of its obligations under this Agreement during the period of the Default. If the Default has not been cured within the applicable cure period set forth in Section 5.3, the Town may (but is not obligated to) terminate this Agreement by written notice of such termination to the Developer.

(b) If an Event of Default by the Developer occurs at any time, whether prior to or after Completion of Construction of Public Improvements, the Town may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the Developer to undertake and to fully and timely perform its obligations under this Agreement, including, but not limited to, completion of construction of any Public Improvements required hereby or referenced herein, injunctive relief to address a public safety concern or to enjoin any construction or activity undertaken by the Developer which is not in accordance with the terms of this Agreement.

(c) If an Event of Default by the Developer occurs with respect to Developer's obligations to cause the completion of construction of any Public Improvements referenced herein or required hereby, Developer shall be deemed to have assigned its rights under the construction contract or contracts related thereto to the Town; and the Town may thereafter: (i) cause the completion of such public improvements in accordance with the terms of said construction contract(s), in which event the Town may "call" (or otherwise seek to recover the amounts described therein) the letter of credit (or other accepted form of financial assurance provided by Developer) for all amounts expended by the Town or otherwise incurred in connection with such Default; or (ii) bring an action against Developer seeking to recover all of the Town's actual damages incurred by the Town in connection with such Default, including but not limited to all amounts incurred to cause the Completion of Construction of such Public Improvements by the Town, or in excess of any amounts received or recovered pursuant to the letter of credit (or other accepted form of financial assurance).

(d) If an Event of Default occurs at any time with respect to any indemnity obligation of the Developer, the Town shall have all rights available at law, in equity and pursuant to this Agreement, including the right to seek and obtain actual and consequential damages and the right to injunctive relief.

5.4.2 Remedies of the Developer. The Developer's exclusive remedies shall consist of, and shall be limited to, the following:

(a) If an Event of Default by the Town occurs at any time, whether prior to or after Completion of Construction and with respect to the Developer's obligation to construct or develop any public improvements in accordance with the terms of this Agreement, the Developer may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the Town to undertake and to fully and timely perform its obligations under this Agreement.

5.5 **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the non-defaulting Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

5.6 **Enforced Delay in Performance for Causes Beyond Control of Party.**

Whether stated or not, all periods of time in this Agreement are subject to this Section 5.6 and the grace and cure periods in Section 5.3. Neither the Town nor the Developer, as the case may be, shall be considered in Default of its obligations under this Agreement in the event of an enforced delay due to the following causes beyond its control and without its fault, without its failure to comply with applicable laws, or without its negligence (an "Enforced Delay"): (1) acts of God, acts of public enemy, acts of the federal, state or local government and acts of third parties; (2) litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated by this Agreement (including the effect of petitions for initiatives or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes; and (3) without limiting the foregoing, any action or inaction of the Town, its officers, agents, agencies, departments, committees, Council members, board members or commissioners which is negligent or contrary to applicable laws and which (without the Developer's fault, negligence or failure to comply with applicable laws) materially delays, directly or indirectly, the Developer's ability to comply with the Schedule of Performance or any other construction schedule or requirement imposed by this Agreement. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by the Developer in connection with the Project, it being agreed that the Developer will bear all risk of delay which are not Enforced Delay. In the event of the occurrence of any Enforced Delay, the time or times for performance of the obligations of the Party claiming Enforced Delay shall be extended for the period of time of the Enforced Delay; provided that the Party seeking the benefit of the provision of this Section 5.6 shall, within 30 days after such Party knows or reasonably could have known of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall any Enforced Delay extend beyond ninety (90) days.

5.7 **Rights and Remedies Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

5.8 **Dispute Resolution.** If the Parties cannot resolve any dispute that arises out of this Agreement between, or among, themselves, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to commercial property development. The cost of any such mediation shall be divided equally between the Town and Developer, or in such other fashion as the mediator may order. A Party shall be free to initiate litigation upon the conclusion of mediation if no mutual agreement between, or among, the Parties is entered as a result of the mediation.

5.9 **Effect of Event of Termination.** Upon the termination of this Agreement as the result of the Default of the Developer, the Developer shall have no further rights to the Town-provided development incentives pursuant to this Agreement accruing from and after the termination of this Agreement.

ARTICLE VI

LIMITATION ON ASSIGNMENT AND TRANSFER

6.1 **Limitation on Transfer.** Until any applicable outstanding public infrastructure improvements are completed and accepted by the Town, or a sufficient form of assurance is in place to guarantee such improvements, the Developer shall not sell, transfer or convey any portion of the Property without the prior written consent of the Town, which consent shall be within the Town's sole discretion.

6.2 **Non-Assignment.** Until any applicable outstanding public infrastructure improvements are completed and accepted by the Town, or a sufficient form of assurance is in place to guarantee such improvements, the Developer shall not transfer or assign its rights in this Agreement (which shall include, but not be limited to, a transfer or assignment of any interest in the entity constituting the Developer other than for reasons for distributions from an estate or for estate planning purposes) without the prior written consent of the Town, which consent shall be within the Town's sole discretion. Any assignment by the Developer that violates this restriction shall be void, and not voidable, and no assignee shall acquire any rights or powers under this Agreement except in strict and express compliance with this provision.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Time of the Essence.** Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof.

7.2 **Nonliability of Town Officials.** No Town Council member, agent, official, representative, attorney or employee of the Town shall be personally liable to Developer, or any successor or assignee, (a) in the event of any default or breach by the Town, or (b) for any amount which may become due to the Developer or its successor or assign, or (c) with respect to any obligation of the Town under the terms of this Agreement.

7.3 **Liability and Indemnification.** To the fullest extent permitted by law, the Developer shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials, representatives and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, experts' fees, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including, but not limited to the acts, errors, mistakes, omissions, work or services of the Developer's agents, employees, contractors, subcontractors or anyone for whose acts they or the Developer may be liable in the performance of this Agreement. The Developer's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials, representatives and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Developer's agents, employees, contractors, or anyone for whose acts they or Developer may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based. The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement. The foregoing indemnity obligations of the Developer shall survive the expiration or termination of this Agreement for three years and then expire. The Developer assumes the risk of any and all loss, damage or claims to any portion of the Project, except that risk of loss of the Public Improvements shall pass to the Town upon Completion of Construction and Acceptance.

7.4 **Conflict of Interest.** Pursuant to Arizona law (A.R.S. § 38-503 and 38-511), rules and regulations, no member, agent, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

7.5 **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery services, to the address set forth below:

If to the Developer: Florence Artisan Acres, LLC
Attn: Harold Christ
1140 W. Butte Avenue
Florence, AZ 85132

If to the Town: Town Manager
Town of Florence
P. O. Box 2670
Florence, AZ 85132

With a copy to: Town Clerk
Town of Florence
P. O. Box 2670
Florence, AZ 85132

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the Party; (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.6 **Disputes, Governing Law.**

7.6.1 Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term's or provision's true intent and meaning.

7.6.2 This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

7.7 **Amendment.** No amendment or waiver of any provision in this Agreement will be binding: (A) on the Town unless and until it has been approved by the Town Council and has become effective; or (B) on the Developer unless and until it has been executed by an authorized representative.

7.8 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or conditions of this Agreement. None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any Party or its agent or employee, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Agreement, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

7.9 **Severability.** Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision of this Agreement will be valid and will be enforced to the extent permitted by law and the Parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7.10 **Covenant of Good Faith.** In exercising their rights and in performing their obligations pursuant to this Agreement, the Parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

7.11 **Headings; References.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

Any references in this Agreement to a “section” or a “subsection” shall include all subsections and paragraphs thereof.

7.12 **Binding Nature**. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their permitted successors in interest and assigns.

7.13 **Third Parties**. No term or provisions of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

7.14 **No Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties hereto in their respective businesses or otherwise, nor shall it cause them to be considered members of a joint venture or joint enterprise. Each Party hereto shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

7.15 **Business Days**. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

7.16 **Computation of Time**. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. local time, (Florence, Arizona) on the last day of the applicable time period provided herein.

7.17 **Further Documentation**. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

7.18 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each Party.

7.19 **Attorneys' Fees**. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

7.20 **Schedules; Exhibits**. All Schedules and Exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

7.21 **Non-Exclusive Remedies**. The rights and the remedies of the Town under this Agreement are not exclusive. The Town shall be entitled to offset against any sums due to Developer, any expenses or costs incurred by the Town, or damages assessed by the Town concerning the Developer's non-conforming performance or failure to perform this Agreement, including costs and damages incurred by the Town.

7.22 **Taxes**. Developer shall be solely responsible for any and all tax obligations which may result out of Developer's performance of this Agreement.

7.23 **Licenses**. Developer shall maintain in current status all federal, state and local licenses and permits required for the operations of the business conducted by Developer.

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

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

7.26 **Recordation of Agreement**. This Agreement, and any amendment to it or cancellation of it, shall be recorded in its entirety in the Pinal County Recorder's Office, Arizona not later than 10 days after it is fully executed by the Developer and the Town (or, in the case of an amendment or cancellation, any other necessary party), as required

by A.R.S. § 9-500.05(D). The Developer shall reimburse the Town for all recording fees and charges.

7.27 Town Manager's Power to Consent. The Town authorizes and empowers the Town Manager to consent to any and all requests of the Developer requiring the consent of the Town hereunder without further action of the Town Council, except for any actions requiring Town Council approval as a matter of law, including, without limitation, any amendment or modification of this Agreement.

7.28 Estoppel Certificate. Within 10 days after receipt of written request therefor from the other party, Town or Developer, as the case may be, shall execute, acknowledge and deliver to the requesting party and/or its lender a statement certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), and acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied on by any auditor of either party, or by any prospective purchaser of the Property.

7.29 Land Use Waivers. Upon approval of this Agreement by the Town, Developer shall execute and deliver to the Town, a so-called "Proposition 207 Waiver" in the form promulgated by the Town from time to time. The Developer on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Developer agrees and consents to all conditions imposed by this Agreement, the land uses, densities, permits and other approvals for the Project, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. § 12-1131 et seq. (the "Act") resulting from this Agreement, the land uses, densities, permits and other approvals for the Project as enacted and adopted by the Town. Developer acknowledges and agrees the terms and conditions set forth in this Agreement and the land uses, densities, permits and other approvals for the Project cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any actions permitted by this Agreement as enacted and adopted by the Town. The Developer and the Town understand and agree that the waivers contained in this Section are binding upon Developer's successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D).

7.30 Financial Assurances. Nothing herein relieves the Developer from providing the Town with financial assurances, in a form and substance that complies with the Town's requirements, in an amount sufficient to complete the Public Improvements contemplated by the Project or the Plan of Development.

7.31 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not

preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

7.32 Insurance Requirements.

7.32.1 **General.** Developer agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Developer, Developer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option. The Developer is primarily responsible for the risk management if its work under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement by providing 30 days' written notice to Developer. The Developer shall require any and all subcontractors to maintain insurance as required herein naming the Town and Developer as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and endorsements. The Developer's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Developer shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Developer waives all rights of subrogation or similar rights against Town, its Council members, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Agreement, Town of Florence, its Mayor and Council members, agents, representatives, officers, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and formal endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach and Event of Default.

7.32.2 **No Representation of Coverage Adequacy.** By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Developer. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but Town has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Developer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

7.32.3 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this

Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

7.32.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contains deductibles or self- insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Developer shall be solely responsible for any such deductible or self- insured retention amount. The Town, at its option, may require Developer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

7.32.5 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Developer shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and the Developer. Developer shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance and endorsements verifying the insurance requirements.

7.32.6 Evidence of Insurance. Prior to commencing any work or Services under this Agreement, Developer shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Developer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

7.32.7 Required Coverage.

7.32.7.1 Commercial General Liability. Developer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

7.32.7.2 Worker's Compensation Insurance. Developer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Developer's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

7.32.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability

insurance. Certificate to reflect coverage for “Any Auto” or “All Owned, Scheduled, Hired and Non-Owned”.

7.32.7.4 **Errors & Omissions Liability (for Professional Engineering and Consulting or Legal Services as determined by the Town).** Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the solicitation documents, in which case such higher limits shall apply.

7.33 **Compliance with Certain Federal and State laws.**

7.33.1 The Developer 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.

7.33.2 Under the provisions of A. R. S. § 41-4401, Developer hereby warrants to the Town that the Developer 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**”).

7.33.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and Event of Default and shall subject the Developer to penalties up to and including termination of this Agreement at the sole discretion of the Town.

7.33.4 The Town retains the legal right to inspect the papers of any contractor or subcontractor’s employee who works on this Agreement to ensure that the Developer or subcontractor is complying with the Contractor Immigration Warranty. Developer agrees to assist the Town in regard to any such inspections.

7.33.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Developer and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Developer agrees to assist the Town in regard to any random verifications performed.

7.33.6 Neither the Developer nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Developer 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.

7.33.7 The provisions of this Section must be included in any contract the Developer enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. “**Services**” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include

construction or maintenance of any structure, building or transportation facility or improvement to real property.

7.33.8 The provisions of this Section 8.33 must be included in any contract the Developer enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract.

7.34 **Survival**. The indemnification provisions of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Article hereof.

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

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this Agreement to be effective on or as of the day and year first above written.

ATTEST:

TOWN:

Lisa Garcia, Town Clerk

THE TOWN OF FLORENCE,
an Arizona municipal corporation

APPROVED AS TO FORM:

By _____
Tara Walter, Mayor

Clifford L. Mattice, Town Attorney

STATE OF ARIZONA)
)
COUNTY OF PINAL) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tara Walter, the Mayor of the Town of Florence.

Notary Public

My Commission Expires:

DEVELOPER:

Florence Artisan Acres, LLC,
an Arizona limited liability company

By: _____
Name: Harold Christ
Title: _____

STATE OF ARIZONA)
)
COUNTY OF PINAL) ss

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____, the _____.

Notary Public

My Commission Expires:

EXHIBIT “A”

November 20, 2014
PROJECT # 050057-01-001

EXHIBIT 'A'

**LEGAL DESCRIPTION
PLANT & BUTTE – WEST PARCEL**

LOT 4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2 AND ALSO DESCRIBED AS THE NORTHWEST CORNER OF SAID LOT 4, BEING A 3" PINAL COUNTY HIGHWAY DEPARTMENT ALUMINUM CAP 1.0 FEET BELOW GROUND, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2, BEING A TOWN OF FLORENCE BRASS CAP FLUSH, BEARS SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 2644.14 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1322.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE SOUTH 00 DEGREES 49 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1322.54 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 56 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1320.70 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00 DEGREES 52 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1329.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,751,678 SQUARE FEET OR 40.2130 ACRES, MORE OR LESS.

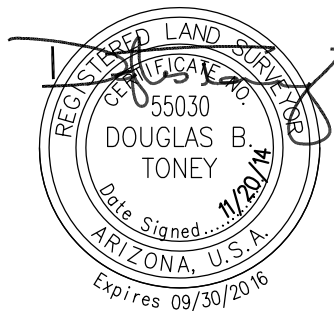


EXHIBIT “A-1”

EXHIBIT “B”

EXISTING
WINDMILL WINERY

BUTTE AVE

S89°46'27"E 1322.07'

COTTON GIN
9,860 sf

WINERY INN
14,902 sf

BRIDAL COTTAGE
749 sf

APPROXIMATE
PHASE 1A
BOUNDARY
10± Ac

EXISTING
AGRICULTURAL
FUTURE PHASE
(MIX USE)
30±ac

S89°56'32"W 1320.70'

VACANT LAND

VACANT LAND

S00°49'10"E 1322.54'

N

Bowman
CONSULTING

1295 West Washington Ste 108
Tempe, Arizona 85281

Phone: (480) 629-8830
www.bowmanconsulting.com

WINDMILL WINERY

FLORENCE, ARIZONA

EXHIBIT B

JOB # 050057

DATE Feb 2017

SCALE N.T.S.

DRAWN AC

SHT 1 OF 1

EXHIBIT “C”

EXHIBIT C



Schedule of Performance

- Map of Dedication submitted to Town by April 2017.
- Site Grading permit and work initiated by April 2017.
- First phase development permit issued by Town and commencement of vertical construction by May 2017.
- Map of Dedication and any additional easements approved and recorded before Project Certificate of Occupancy.
- Landscape plans submitted and approved before Project Certificate of Occupancy.
- Sign Package Design Review package approval and signs permitted and installed before Project Certificate of Occupancy
- Final approval of all on-site and off-site work on Project and issuance of Certificate(s) of Occupancy October 2017.

EXHIBIT “D”



Exhibit D:
**South Waste Water
Treatment Plant**

 Site Location  Parcel Lines



Legal Description

Not Available

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

3/3/2017

N Plant Rd

W Butte Ave

S Plant Rd

**Parcel
202-11-001C**

**Parcel
202-11-001D**

EXHIBIT “E”

When recorded, mail to:

Town of Florence
Town Clerk
P. O. Box 2670
Florence, AZ 85132

INDUSTRIAL EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Florence Artisan Acres, LLC, an Arizona limited liability company ("Grantor"), the owner of that certain real property legally described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto and incorporated hereby by this reference ("Burdened Property"), hereby grants to the Town of Florence, an Arizona municipality ("Town"), its employees, agents and designees, (collectively "Grantee"), the owner of that certain real property depicted on Exhibit "B" and legally described on Exhibit "B-1" attached hereto and incorporated herein by this reference ("Benefited Property") upon which Grantee currently operates and intends to continue to operate and expand, as necessary, a municipal Waste Water Treatment Plant (the "WWTP"), which description shall also include all adjacent collection system facilities, an Industrial Easement for the following purposes ("Easement").

Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for the benefit of the Grantee and the public, an easement on, over and in the airspace above the Burdened Property for the release and discharge of noise, odors, fumes, dust, vibration, aesthetics or other effect or by-product of sewage collection and treatment arising from the operation of the WWTP. Grantor hereby authorizes Grantee, its successors and assigns, to cause such noise, odors, fumes, dust, vibration, aesthetics or other effect or by-product of sewage collection and treatment arising from the operation of the WWTP to be released and hereby waives and releases any and all claims or causes of action or liability Grantor may now or hereafter have against Grantee, its successors and assigns, resulting from or in any way related to noise, odors, fumes, dust, vibration, aesthetics or any other effect or by-product

of sewage collection and treatment arising from the operation of the WWTP.

2. Operations. The Grantee shall operate and maintain the WWTP in a manner consistent with Federal, State, County, and Town regulations. The Town agrees to implement industry best management practices, as necessary, to comply with all federal and state noise, odor, and vibration standards as required by the permitting for the WWTP through the Arizona Department of Environmental Quality (ADEQ).
3. Use. The Burdened Property encumbered by this Easement may be used by the Grantor and its successors consistent with the Town's Zoning/Development Codes and the terms of the Development Agreement, except that Grantor shall not locate any residential land uses within 1,500 linear feet of the Benefited Property per the approved zoning for the Burdened Property. For the purpose of this section, residential land uses shall not include the following land uses: motel, hotel, bed and breakfast or timeshare.
4. Use Limitations. Except as noted in Item 3 above and per the applicable zoning requirements for the Burdened Property, the Grantor and its successors shall not be limited or restricted by the Town in the uses that may be allowed on the Burdened Property because of its proximity to the Town's WWTP.
5. Duration of Easement. The duration of the easement shall be perpetual; provided, however, that this Easement will terminate and be of no further force or effect automatically and without further action of the parties hereto in the event that Grantee, or its successors or assigns, ceases to permanently operate the WWTP.
6. Binding Effect. The terms of this Easement shall be binding upon the Burdened Property and the Benefited Property. This Easement shall inure to and be binding upon the Grantor and Grantee and their respective successors and assigns and shall run with the land. The easement granted hereby may be enforced by Grantee or its successors or assigns.
7. Authority. This Easement has been duly and validly authorized, executed and delivered by Grantor and Grantee and no other action is requisite to the valid execution delivery and performance of this Easement by Grantor or Grantee. No consents or waivers of any or by any third party are necessary to permit this consummation by Grantor of the obligations contemplated pursuant to this Easement. The individuals signing this Easement on behalf of Grantor and Grantee have full power of authority to execute this Easement on behalf of Grantor and Grantee.

Grantor:

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF ARIZONA)
County of _____) ss.

Notary Public

My Commission Expires:

Grantee:

TOWN OF FLORENCE, ARIZONA
An Arizona Municipal Corporation

By (Signature): _____

For: The Town of Florence, an Arizona Municipal Corporation

Printed Name: _____

Title: Mayor of the Town of Florence, Arizona

Date: _____

STATE OF ARIZONA)
)
COUNTY OF PINAL) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tara Walter, the Mayor of the Town of Florence.

Notary Public

My Commission Expires:

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

November 20, 2014
PROJECT # 050057-01-001

EXHIBIT 'A'

**LEGAL DESCRIPTION
PLANT & BUTTE – WEST PARCEL**

LOT 4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2 AND ALSO DESCRIBED AS THE NORTHWEST CORNER OF SAID LOT 4, BEING A 3" PINAL COUNTY HIGHWAY DEPARTMENT ALUMINUM CAP 1.0 FEET BELOW GROUND, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 2, BEING A TOWN OF FLORENCE BRASS CAP FLUSH, BEARS SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 2644.14 FEET;

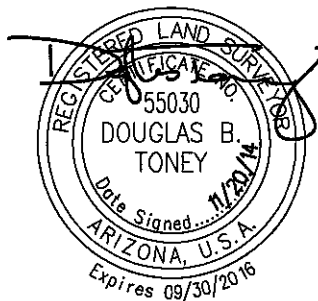
THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1322.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

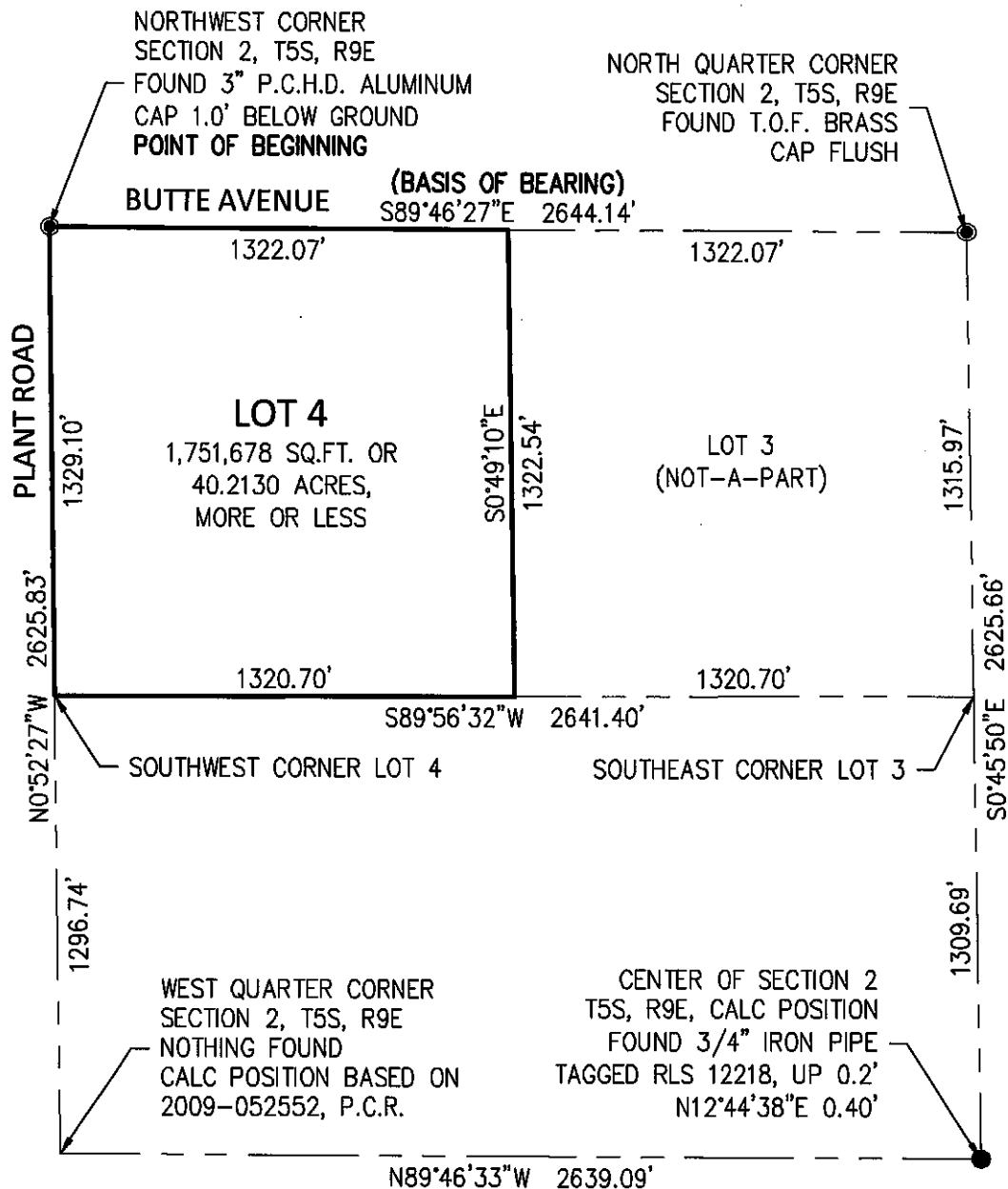
THENCE SOUTH 00 DEGREES 49 MINUTES 10 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1322.54 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 56 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1320.70 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 00 DEGREES 52 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1329.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,751,678 SQUARE FEET OR 40.2130 ACRES, MORE OR LESS.

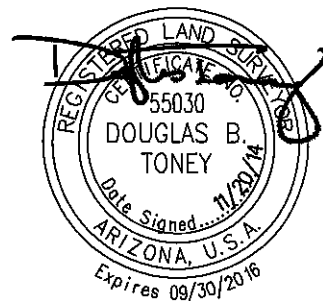




REFERENCE:

DOC. 2009-052552, P.R.C. RECORD OF SURVEY
DOC. 2010-089237, P.C.R. DEED

NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED. IT IS NOT TO BE CONSIDERED A STAND ALONE DOCUMENT, NOR THE RESULT OF A FIELD SURVEY.



SHEET 1 OF 1
DATE: 11/20/14



EXHIBIT 'A-1'			
PLANT & BUTTE - WEST PARCEL			
BY: DT	CHK: DT	QC: DT	
BCG PROJECT NO: 050057-01 TASK: 001			
CLIENT REF NO:			

Bowman
CONSULTING

1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com



Exhibit B:
**South Waste Water
Treatment Plant**

 Site Location  Parcel Lines

0 150 300 450
Feet



Legal Description

See Exhibit B-1

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

3/7/2017

2016-27

N Plant Rd

W Butte Ave

S Plant Rd

Parcel 1
202-11-001C

Parcel 2
202-11-001D

Exhibit B-1: Legal Description of the South Waste Water Treatment Plant

PARCEL 1:

A PARCEL OF LAND, BEING A PORTION OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS BY THE PINAL COUNTY ASSESSORS OFFICE:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 9 EAST;

EXCEPT FOR THE EAST 75.0 FEET THEREOF.

PARCEL 2:

BEGINNING AT THE NE CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 9 EAST;

THENCE SOUTH 664.56 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 664.56 FEET;

THENCE WEST 1,381.72 FEET;

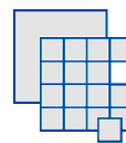
THENCE NORTH 670.53 FEET;

THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT FOR THE EAST 75.0 FEET THEREOF.

Florence Artisan Acres, LLC
Development Agreement Application
December 2016

Submitted by:



Pew & Lake, P.L.C.
Real Estate and Land Use Attorneys

W. Ralph Pew
1744 S. Val Vista Drive, Suite 217
Mesa, AZ 85204
Phone: (480) 461-4670
Email: ralph.pew@pewandlake.com

On behalf of:

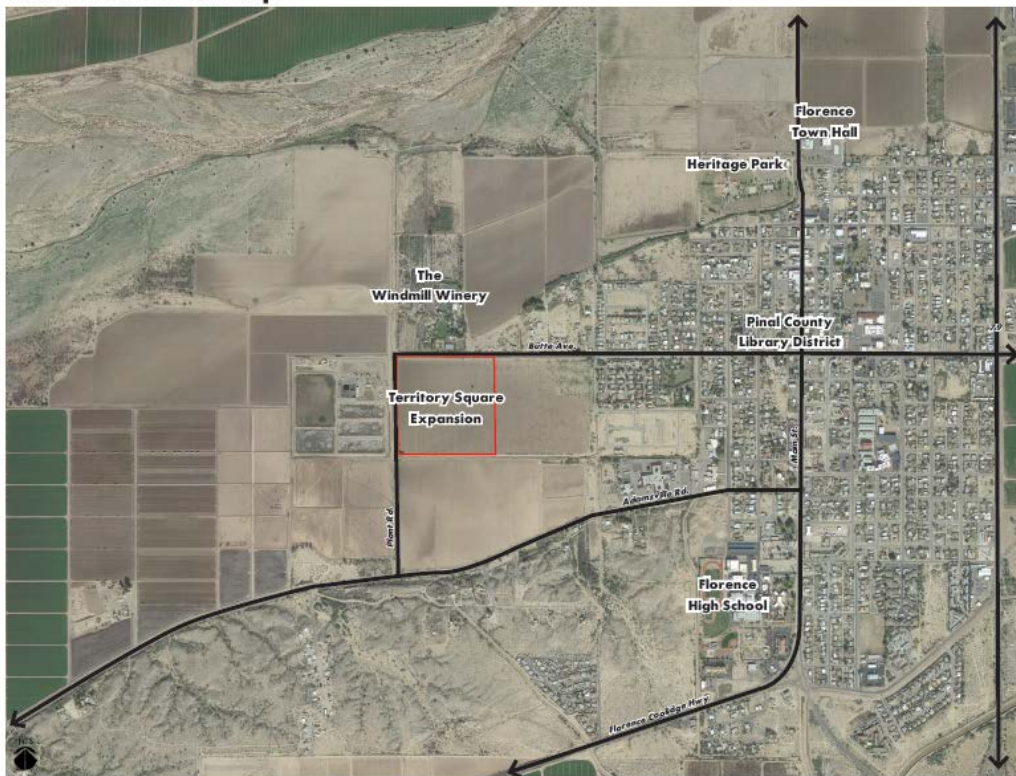
Harold Christ
Florence Artisan Acres, LLC

Introduction

Pew and Lake PLC, on behalf of Florence Artisan Acres, LLC, is pleased to submit this application for a Development Agreement pertaining to the 40 acres located at the southeast corner of Plant Road and Butte Avenue (Pinal County APN: 202-05-001C), commonly referred to as the Territory Square Expansion.

Figure 1. Project Site Vicinity Map

1a. Reference Map



Town Council recently approved a Minor General Plan (PZ 16-49 GP), Rezoning (PZ 16-50 ZC) and Text Amendment (PZ16-51 ORD) in association with this project at its September 6, 2016 meeting. Associated documents for these approvals are on file at the Town.

The purpose of this formal application is for the Town Council consideration of a Development Agreement to bring to fruition the development of the Territory Square Expansion as envisioned by the approved land entitlements. Previously, the Town and Developer have had informal discussions regarding items for consideration to be included in a Development Agreement. The filing of this application will provide for the finalizing of the details and business points into a Development Agreement that can be approved and executed by the Town and Landowner/Developer.

RELEVANT QUESTIONS FOR CONSIDERATION

1) Why does the applicant want to enter into a Development Agreement with the Town?

The principal reason is to reach agreement with the Town on the development standards that will be applicable to the "Territory Square Expansion" (TSE), and to allow the owner flexibility of design to preserve the quaint, inviting, rustic and rural environment consistent with the Windmill Winery that will attract guests/tourist to stay in Florence, rather than simply pass through to visit. The owner recognizes and understands that essential health/safety development requirements must be preserved, and proposes this Development Agreement to strike a balance between creating a cohesive grouping, of attractions that will capture the attention and investments of guests to enjoy, and stay longer in Florence and patronize both the Windmill Winery and the Territory Square Expansion.

2) What does the Owner want the Town to do?

The owner respectfully requests that the Town agree to facilitate the successful evolution and development maturation of the TSE by recognizing the importance of preserving the rural, agrarian, and historic nature and elements of the TSE, by allowing the following modification to the typical urban Town Code development and improvement standards:

- Authorize the owner to expedite plan reviews, inspections and permitting processes by engaging a third party plan check and inspection company that is mutually acceptable to the Town and Owner, to handle the building and fire safety reviews of the project.
- Development standard recognition by the Town that water and sewer lines/systems have adequate capacity to service the proposed TSE, and the Owner is not responsible to upgrade or oversize the existing delivery systems.
- Confirmation from the Town approving the surface materials to be used in the TSE parking areas to accommodate equestrian uses and a more rural atmosphere for parking vehicles.
- Understanding by the Town that if, and when, effluent discharge water is available at the site, the Town, in its sole and absolute discretion, will consider discussing with the Owner the usage of a portion of such effluent on the site.
- Agree to an at-grade crosswalk from the TSE to the Windmill Winery with striping and signage only in the first phase. Phase Two will involve controlled crossing (flashing light) at the earlier of the full build-out of TSE, or when the regional freeway has been completed with an off ramp at Butte Road.
- Consider renaming Butte Road to Windmill Winery Road.
- Allow overflow parking from TSE in the retention areas, for special events and with approved way finding signage.
- Allow and approve the phasing of infrastructure, as proposed by the Owner.

- Agree to a height allowance of sixty (60) feet on commercial uses, including the first phase cotton gin (multi-purpose building) and hotel.
- Grant TSE a "dark-sky" designation to minimize light intrusion and trespass.
- The Town to allow guests of the TSE that stay in the recreational visitors' portion of the project to use the Town's adjacent wastewater treatment facility for recreational vehicle waste water disposal.
- Town to construct any necessary improvements in the right-of way on Butte and Plant Roads adjacent to the project.
- Town to maintain landscape in Town right-of-way along Butte and Plant Roads.
- Town to improve the aesthetic appearance of Butte Road, from Main Street to the eastern boundary of the project site.
- Town will maintain and improve as necessary, the odor mitigation techniques or measures currently used at the Town Wastewater Facility.
- Allow Owner to pay development impact fees for the site improvements at the time of certificate of occupancy, for each phase of the project.
- Agree to a relatively short duration of the development agreement for the amount of time required to complete the phases of the project (5 to 8 years).

3) What will the Owner do?

- Develop, improve, manage and operate a very innovative/creative community-style amenity and attraction that will compliment and be harmonious with the Windmill Winery. The TSE will promote classical, rural artisans, vendors, retail uses, entertainment and hospitality uses, that when built and operated in the style of old-town Florence will provide the Town with a genuine and sustainable venue that will attract a tourist population and hospitality dollars for the Town.
- Pay all the costs associated with a mutually agreed upon party plan review and inspection company. The payment of these costs will be made in-lieu for paying the Town fees for plan review and inspections.
- Provide, at owner's cost, civil engineering studies and analysis, confirming the adequacy of the water and sewer lines that currently serve the site.
- Install decomposed granite in all parking areas and ancillary drive aisles within the project.
- Execute and deliver to the Town an easement for the benefit of the Town, and drafted in the form and content satisfactory to both the Town and Owner that will function as an Owner's consent and non-objection to and recognition of the existing/adjacent Town Wastewater Facility and its potential expansion.
- Dedicate to the Town the required additional rights-of-way on Butte and Plant Roads, adjacent to the project.
- Provide landscape materials, specifically plants, shrubs and trees required by the Town, to create an aesthetic buffer around the wastewater treatment facility, and for the visual enhancement of Butte Road from Main Street to the eastern boundary of the TSE property.

- Pay all Town required development impact fees as each phase of the TSE project is built/completed at the time of issuance of a certificate of occupancy for each respective phase.
- Work with the Town to create a realistic timeline for the commencement and completion of the various phases of the project infrastructure and facilities.
- Work together with the Town to determine a reasonable duration timeframe for the development agreement.

4) Why should the Town Council approve this proposed Development Agreement?

- Development of this multi-purpose hospitality type use will potentially have a nationwide draw for people to visit Florence and spend time and money in our Town.
- It's development of a project consistent with the heritage and old-style ambiance of Florence, and rural Pinal County.
- Accommodates the development of a complimentary and concomitant use with the Windmill Winery.
- The development of this project does not require any economic stimulus or incentive that would adversely impact the Town's budget and financial condition

Conclusion

Other requested documents to process this application for Development Agreement approval include the ALTA Survey and Title Report (*Exhibit A*) and the addresses of property owners within 300 feet of the project (*Exhibit B*). The Developer looks forward to working with the Town on this Development Agreement request, and ultimately the successful build out of Territory Square Expansion.

Attachments

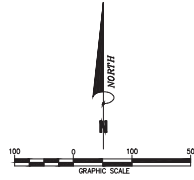
Exhibit A: ALTA Survey and Title Report

Exhibit B: Public Notification Map and Addresses

File: P:\050607 - SEC Plant Rd & Butte Avenue\050607-01-001 (2.00)\Survey\Seg\050607-ALTA.dwg Plotted: Aug 19, 2014



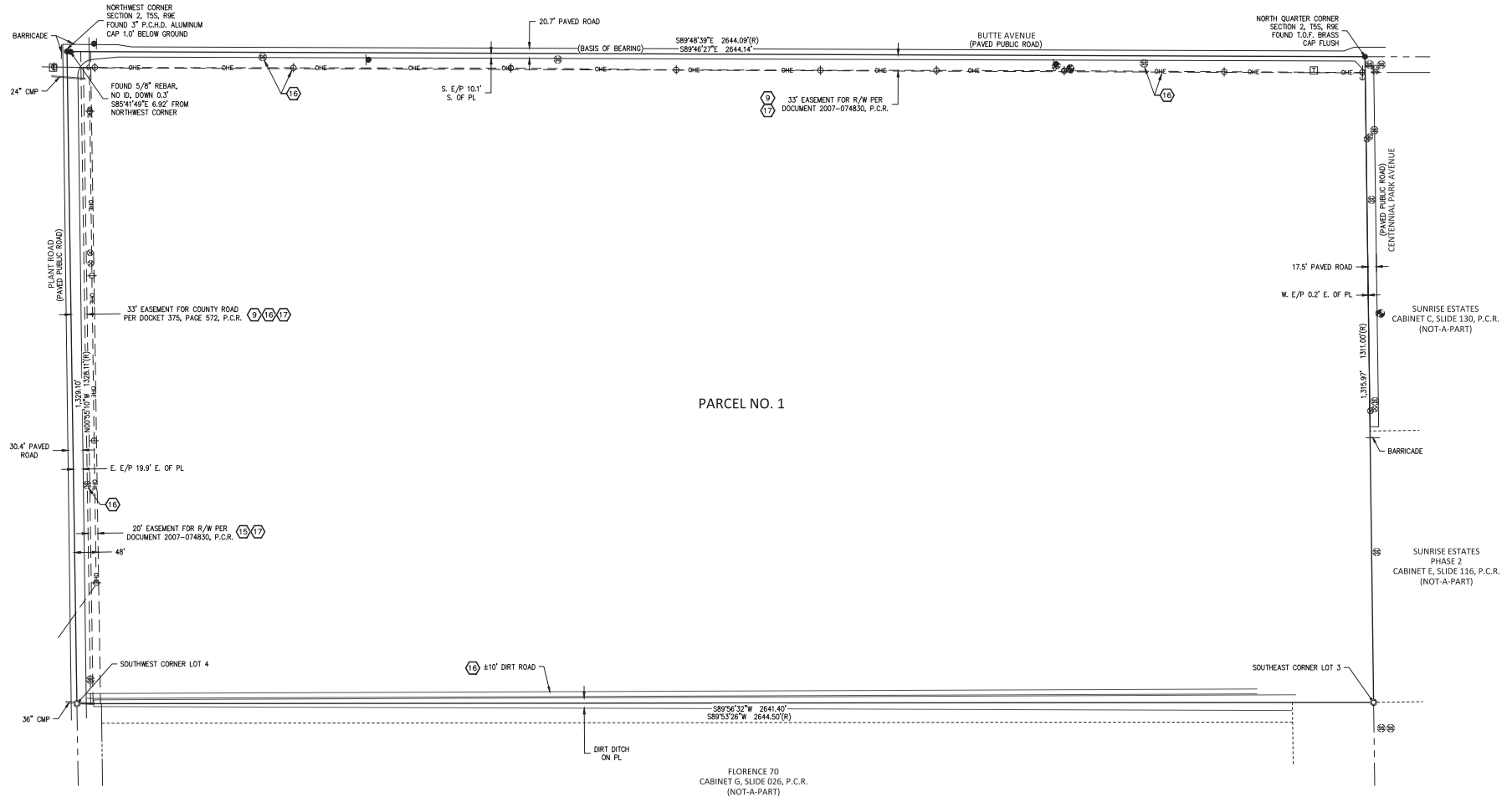
DATE:	8/19/14	● BOWMAN CONSULTING GROUP, LTD. 10000 W. 10TH AVE. SUITE 100 DENVER, CO 80202 TEL: 303.751.1100 FAX: 303.751.1101 WWW.BOWMANCG.COM
PROJ NO:	050057-01	
TASK NUM:	001	
DRAWN BY:	AG	
CHECKED:	DT	
QUALITY:	DT	
CLIENT NO:		
SCALE		
N.T.S.		
1 of 3		



- FOUND BRASS CAP AS NOTED
- FOUND SURVEY MONUMENT AS NOTED
- PROPERTY CORNER TO BE SET
1/2" REBAR W/CAP & TAG RLS 55030
- ⊕ POWER POLE
- ⊖ DOUBLE DOWN GUY
- ⊙ DOWN GUY
- ⊕⊖ POWER POLE/LIGHT POLE
- ⊙ FIRE HYDRANT

- ⊕ WATER VALVE
- ⊕ SEWER MANHOLE
- ⊕ TELEPHONE MANHOLE
- ⊕ TELEPHONE JUNCTION BOX
- ⊕ SIGN
- ⊕ SCHEDULE "B" ITEM #
- PL PROPERTY LINE
- R/W RIGHT OF WAY
- P.C.R. PINAL COUNTY RECORDS

- CMP CORRUGATED METAL PIPE
- RLS REGISTERED LAND SURVEYOR
- E/P EDGE OF PAVEMENT
- SUBJECT PROPERTY
- - - SECTION LINE
- - - CENTER LINE
- - - PARCEL LINE
- - - EASEMENT LINE
- - - OVERHEAD ELECTRIC LINE



PARCEL NO. 1

FLORENCE 70
CABINET G, SLIDE 026, P.C.R.
(NOT-A-PART)



ALTA/ACSM LAND TITLE SURVEY
SEC PLANT ROAD & BUTTE AVENUE
FLORENCE, ARIZONA

DATE	REVISION
8/19/14	
PROJ. NO.	650057-01
TASK NAME	DOT
DRAWN BY	AG
CHECKED	DT
QUALITY	DT
CLIENT NO.	
SCALE	1" = 100'
	3 OF 3

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	on the following page
COMMITMENT DATE	Schedule A (Page 1)
POLICIES TO BE ISSUED, AMOUNTS AND PROPOSED INSURED	Schedule A (Page 1)
INTEREST IN THE LAND	Schedule A (Exhibit A)
DESCRIPTION OF THE LAND	on the following page
EXCEPTIONS - PART ONE	Schedule B (inside)
EXCEPTIONS - PART TWO	Schedule B (inside)
REQUIREMENTS (Standard)	on the third page
REQUIREMENTS (Continued)	Requirements (inside)
CONDITIONS	on the third page

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY
If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

**The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions**

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part One: (for use with 2006 ALTA policies)

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

REQUIREMENTS (Standard)

The following requirements must be met:

- (a) **Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- (b) **Pay us the premiums, fees and charges for the policy.**
- (c) **Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
- (d) **You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) **"Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) **"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

**First American Title
Insurance Company
National Commercial
Services**



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**First American Title Insurance Company
National Commercial Services**

SCHEDULE A

Fourth Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Tom Anzaldua at (602)567-8100**

Effective Date: **October 5, 2016** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$525,000.00

Proposed Insured:

Red Rock Property Investments, LLC, an Arizona limited liability company

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Merrill Property Division Trust, LLC, a Delaware limited liability company as to that portion lying in Lot 3 and Parcel 2 and Florence Artisan Acres, LLC, a Delaware limited liability company as to that portion lying in Lot 4

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Red Rock Property Investments, LLC, an Arizona limited liability company

4. The land referred to in this Commitment is located in Pinal County, AZ and is described as:

SEE EXHIBIT "A" ATTACHED HEREIN

Title officer: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

PARCEL NO. 1:

LOTS 3 AND 4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 2 AND ALSO DESCRIBED AS THE NORTHWEST CORNER OF LOT 4;

THENCE SOUTH 89 DEGREES 48 MINUTES 39 SECONDS EAST APPROXIMATELY 2,644.09 FEET AND THEN SOUTHERLY ALONG THE EASTERN BOUNDARY OF LOT 3 APPROXIMATELY 1,311.00 FEET AND

THENCE WEST ALONG A LINE DESCRIBED AS NORTH 89 DEGREES 53 MINUTES 26 SECONDS APPROXIMATELY 2,644.5 FEET TO THE SOUTHWEST CORNER OF LOT 4;

THENCE NORTHERLY ALONG A LINE DESCRIBED AS NORTH 00 DEGREES 55 MINUTES 10 SECONDS WEST APPROXIMATELY 1,328.11 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF BUSH STREET VACATED BY THE TOWN OF FLORENCE BY ORDINANCE NO. 590, REGULARLY ADOPTED JANUARY 15, 1958, AND OF RECORD IN THE OFFICE OF THE RECORDER OF PINAL COUNTY RECORDED IN DOCKET 194, AT PAGE 542, AND PARTICULARLY DESCRIBED AS THE WEST HALF OF SUCH VACATED PORTION LYING BETWEEN THE SOUTH LINE OF 18TH STREET (IDENTICAL WITH THE NORTH LINE EXTENDED OF BLOCK 11, WESTERN ADDITION), AND THE SOUTH LINE OF WESTERN ADDITION TO TOWN OF FLORENCE, ARIZONA, ACCORDING TO THE PLAT FILED AND RECORDED IN THE OFFICE OF THE PINAL COUNTY RECORDER IN BOOK 3 OF MISCELLANEOUS RECORDS, PAGE 446 THEREOF.

**First American Title Insurance Company
National Commercial Services**

**SCHEDULE B
Fourth Amended**

PART TWO:

1. Second installment of 2016 taxes, a lien, payable on or before March 1, 2017, and delinquent May 1, 2017.
2. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in San Carlos Irrigation and Drainage District. (All assessments due and payable are paid.)
4. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
5. Any charge upon said land by reason of its inclusion in Merrill Ranch Community Facilities District No. 1. (All assessments due and payable are paid.)
6. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Western Addition to Town of Florence, as recorded in Plat Book 3 of Miscellaneous, Page(s) 446, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(Affects Parcel No. 2)
8. All matters as set forth in Ordinance No. 590, recorded January 20, 1958 as Docket 194, Page 542.

(Affects Parcel No. 2)
9. Certification by the Board of Supervisors of Pinal County, Arizona recorded February 21, 1964 as Docket 375, Page 572, purporting to establish a county roadway.
10. An easement for pipeline and incidental purposes in the document recorded as Docket 803, Page 593.

(Affects Parcel No. 2)
11. An easement for canal crossing and incidental purposes in the document recorded as Docket 803, Page 595.

(Affects Parcel No. 2)

12. The terms and provisions contained in the document entitled "Royalty Deed and Agreement" recorded July 07, 1992 as Docket 1837, Page 879.
13. The terms and provisions contained in the document entitled "Net Profits Royalty Deed" recorded December 07, 2001 as 2001-056458 of Official Records.
14. This item has been intentionally deleted.
15. An easement for right-of-way and incidental purposes in the document recorded as 2007-074830 of Official Records.

(Affects Parcel No. 1)

16. All matters as set forth in ALTA/ACSM Survey, recorded as Book 23 of Surveys, Page 31.

(Affects Parcel No. 1)

17. All matters as set forth in Result of Survey, recorded as 2009-052552 of Official Records.

(Affects Parcel No. 2)

18. The rights or claims of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash.
19. This item has been intentionally deleted.
20. This item has been intentionally deleted.
21. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

**First American Title Insurance Company
National Commercial Services**

Fourth Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.
2. Pay first half of 2016 taxes.

NOTE: Taxes are assessed in the total amount of \$8,461.40 for the year 2016 under Assessor's Parcel No. 202-05-001C 4.

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$8,419.22 for the year 2016 under Assessor's Parcel No. 202-05-001D 2.

(Affects Parcel No. 1)

NOTE: Taxes are assessed in the total amount of \$12.34 for the year 2016 under Assessor's Parcel No. 202-07-1060 0.

(Affects Parcel No. 2)

3. Payment in full of all assessments, late charges, transfer fees, and any other amounts due San Carlos Irrigation and Drainage District.
4. Payment in full of all assessments, late charges, transfer fees, and any other amounts due Merrill Ranch Community Facilities District No. 1.
5. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,350,000.00, recorded January 16, 2003 as 2003-003156 of Official Records.
Dated: January 09, 2003
Trustor: Florence Copper, Inc, a Delaware corporation
Trustee: First American Title Insurance Company
Beneficiary: GDA Investment, Ltd., a Florida limited partnership; Mary Therese Doan, trustee under the Mary Therese Doan Revocable Trust Agreement dated December 22, 1993 and Thomas W. Staed and Barbara Staed, husband and wife

REQUIREMENT SATISFIED

6. Record partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$2,000,000.00, recorded May 01, 2003 as 2003-028480 of Official Records.
 Dated: May 01, 2003
 Trustor: Florence Copper, Inc., a Delaware corporation
 Trustee: First American Title Insurance Company
 Beneficiary: GDA Investment, Ltd., a Florida limited partnership; Mary Therese Doan, trustee under the Mary Therese Doan Revocable Trust Agreement dated December 22, 1993 and Thomas W. Staed and Barbara Staed, husband and wife

REQUIREMENT SATISFIED

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

REQUIREMENT SATISFIED

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware, a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of Merrill Property Division Trust, LLC, a limited liability company.
10. Record Warranty Deed from Merrill Property Division Trust, LLC, a Delaware limited liability company and Florence Artisan Acres, LLC, a Delaware limited liability company to Buyer(s).

Said Deed will complete the consummation of an unrecorded Purchase Contract as disclosed by a Memorandum thereof recorded as 2014-073832 of Official Records.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

11. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.

- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. ¹ 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Requirements



Neighborhood Meeting



A Neighborhood Meeting Notice was sent to the following property owners via Priority Mail on June 10, 2016.

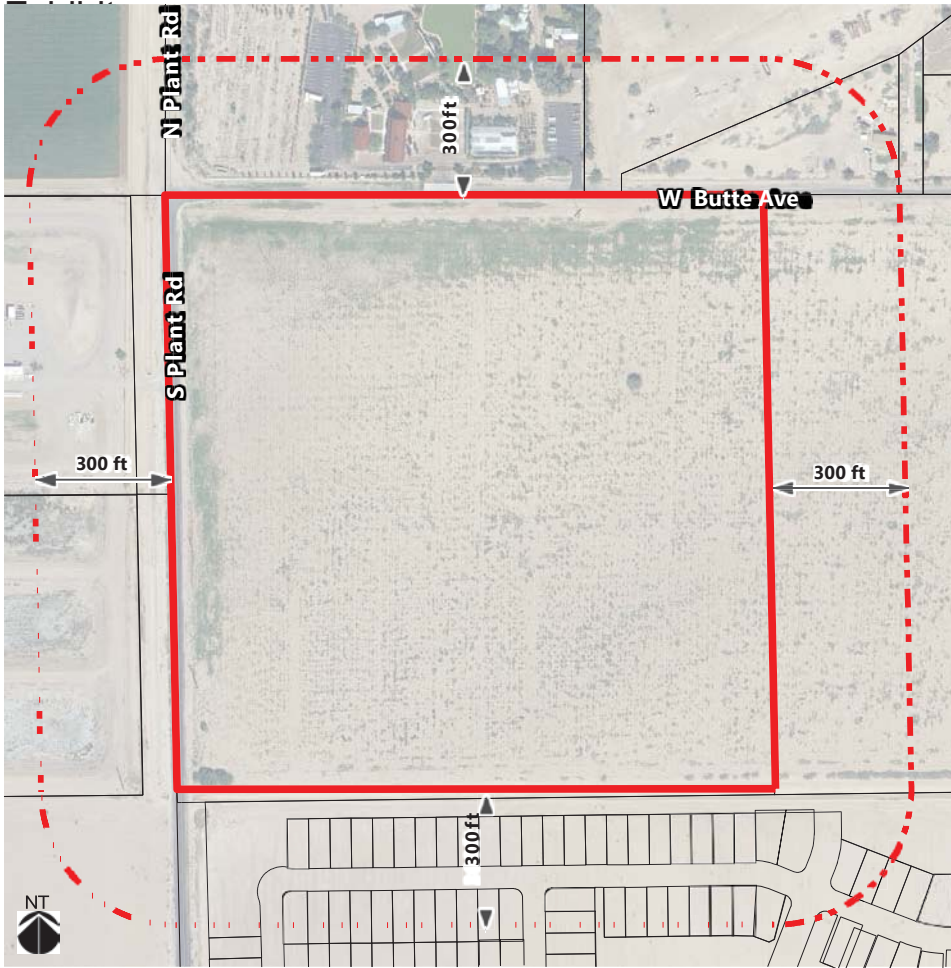
Name	Agency	Address	City	State	Zip Code
Merrill Property Division Trust LLC	N/A	8000 Capps Ferry Rd.	Douglasville	GA	30135
Granillo Anna	N/A	910 E. Butte Ave.	Florence	AZ	85132
Rankin Family LLLP	N/A	PO Box 1471	Florence	AZ	85132
United Metro Materials Inc.; C/O Rinker Materials Corp-Tax Dept.	N/A	1501 Belvedere Rd.	West Palm Beach	FL	33406
WHM Merrill Ranch Investments LLC	N/A	8000 Capps Ferry Rd.	Douglasville	GA	30135
Adamsville 650 LLC	N/A	1200 W. Queen Creek Rd.	Chandler	AZ	85248
Langley Florence 70 LLC	N/A	2738 E. Guadalupe Rd.	Gilbert	AZ	85234
Future Forward Foundation Inc.	N/A	PO Box 333	Florence	AZ	85132

The list below represents Property Owners within Territory Square.

Name	Agency	Address	City	State	Zip Code
Harold J Christ LTD	N/A	PO Box 2276	Florence	AZ	85132
Rankin Family LLLP	N/A	PO Box 1471	Florence	AZ	85132
Sheridan James J & Margaret J Rev	N/A	PO Box 2972	Florence	AZ	85132
Yole LLC	N/A	4343 E Camelback Rd #400	Phoenix	AZ	85018
Cox Christine	N/A	PO Box 1053	Florence	AZ	85132
Cox Christine TR	N/A	PO Box 1053	Florence	AZ	85132
Town of Florence, Giles James M (Est. Of)	N/A	PO Box 2670	Florence	AZ	85132

See page three of this pdf for the Project Location exhibit.

Project Location



Legend

- Site Location
- 300ft Buffer
- Parcel Lines
- Town Limits

Context Map



Thank you in advance for your participation.
Sincerely,

Jeffrey Denzak, Partner
Swaback Partners, pllc

John Shoecraft, Managing Member
Harold Christ, Managing Member
Kevin Brooks, Managing Member
Florence Artisan Acres, LLC