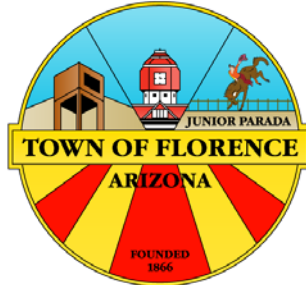


# TOWN OF FLORENCE REGULAR MEETING AGENDA

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](http://www.florenceaz.gov)  
Meet 1<sup>st</sup> and 3<sup>rd</sup> Mondays

**Tuesday, February 20, 2018**

**6:00 PM**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Tuesday, February 20, 2018, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

**1. CALL TO ORDER**

**2. ROLL CALL:** Walter \_\_, Woolridge \_\_, Hawkins \_\_, Guilin \_\_, Anderson \_\_,  
Wall \_\_, Larsen \_\_.

**3. MOMENT OF SILENCE**

**4. PLEDGE OF ALLEGIANCE**

**5. CALL TO THE PUBLIC**

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

**6. PUBLIC HEARING AND PRESENTATIONS**

- a. Public hearing on an application received from Kim Kwiatkowski, Circle K Stores Inc., Store #3492, Liquor License application, located at 219 S. Main Street, Florence, Arizona, for a Location Transfer License; Liquor Store, and for Council recommendation for approval or disapproval of said license. (Lisa Garcia)
- b. Recognition of the 33<sup>rd</sup> Annual Historic Home Tour Committee. (John Nixon)
- c. Recognition of the Maricopa High School Theatre Company for their participation in the 33<sup>rd</sup> Annual Historic Home Tour. (John Nixon)

- d. Fiscal Year 2017/2018 Second Quarter Budget Presentation (Joe Jarvis).
- e. Presentation of the Town of Florence Planning assistance for Rural Area Study. (Chris Salas)

## **7. UNFINISHED BUSINESS**

- a. Discussion/Approval/Disapproval of Mayor Tara Walter and Vice-Mayor Vallarie Woolridge to attend the National League of Cities and Town's Annual Conference in an amount not to exceed \$5,719.08. (Lisa Garcia)

## **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. Resolution No. 1656-18: 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 GRANT PROGRAM WHICH PROVIDES FUNDING TO SERVICE THE ELDERLY AND PERSONS WITH DISABILITIES IN THE COMMUNITY. (Jennifer Evans)
- b. Acceptance of funds from Arizona Department of Homeland Security, in the amount of \$88,000, for overtime wages, benefits and vehicle mileage to conduct Operation Stonegarden border enforcement activities. (Jennifer Evans)
- c. Approval of the January 2, January 22, and January 29, 2018 Town Council Regular and Work Session Meeting minutes.
- d. Receive and file the following board and commission minutes:
  - i. December 14, 2017 and January 18, 2018 Arts and Culture Commission meeting minutes.

## **9. NEW BUSINESS**

- a. Appointment of Dana Brudvig to the Industrial Development Authority with a term to expire December 31, 2020. (Lisa Garcia)
- b. Discussion/Approval/Disapproval of accepting the resignation of Jorganne Cochran from the Arts and Culture Commission. (Lisa Garcia)
- c. A motion directing staff to commence Development Agreement (DA) negotiations with Alkeme LLC and other associated parties that may enter a DA with the Town of Florence for the proposed development of a biogas operation. (Brent Billingsley)

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

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

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

### **13. ADJOURN TO EXECUTIVE SESSION**

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- d. Pinal County Air Quality Control District Permit Class II Renewal, Permit No. B31219.000, Florence Copper, Inc. Update.
- e. Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- f. Town's position and instruct its attorneys regarding pending litigation in the U.S. District Court for the District of Arizona: (Case No. CV-14-01304-PHX-DMF) Walt Hunter and Jarris A.H. Varnrobinson Von Zombie v. Town of Florence, et al.
- g. Possible contract negotiations related to the proposed Project Radius development project.
- h. Possible contract negotiations related to a Memorandum of Understanding by and among Florence Unified School District, Startup Pavilion Inc. DBA Innovation Pavilion, Inc. and the Town of Florence related to the proposed development of an innovation campus project.
- i. Association of Florence Fire Fighters, International Association of Fire Fighters Local 4512, Its Members, and ABC Plaintiffs 1-100 v. Town of Florence Case No. CV2015-00235 litigation update.

### **14. ADJOURN FROM EXECUTIVE SESSION**


### **15. ADJOURNMENT**

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

**POSTED ON FEBRUARY 16, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

**\*\*\*PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF**

**FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>6a.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/ Town Clerk  <b>SUBJECT:</b> Public Hearing and action on Kim Kwiatkowski, for Circle K Store #3492 Liquor License Application		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Public Hearing on an application received from Kim Kwiatkowski, Circle K Stores Inc., Store #3492, Liquor License application, located at 219 S. Main Street, Florence, Arizona, for a Location Transfer License; Liquor Store, and for Council recommendation for approval or disapproval of said license.

**BACKGROUND/DISCUSSION:**

Kim Kwiatkowski, Circle K Stores Inc. filed an application for a Location Transfer Series 6, 7, or 9 Liquor Store License with the Arizona Department of Liquor License and Control, on January 25, 2018. A Series 9 Liquor Store License may sell all spirituous liquor for patrons to purchase and consume off site, A.R.S. §4-205.02.

**Series 9 - Liquor Store**

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be

made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. The Town Clerk's Office posted the Notice of Public Hearing on January 30, 2018, at said location in accordance with statutory requirements. Management has been notified of the February 20, 2018 public hearing.

No written communication has been received by the Town regarding this application.

**A VOTE OF NO WOULD MEAN:**

A no vote would mean that Council forwards a recommendation to the State Liquor Board to not allow a Series 9 license to be transferred to the new Circle K location at 219 S. Main Street, Florence, Arizona.

**A VOTE OF YES WOULD MEAN:**

A yes vote would mean that Council forwards a recommendation to the State Liquor Board to allow a Series 9 license to be transferred to the new Circle K location at 219 S. Main Street, Florence, Arizona.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Application



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

18 JAN 25 197. LIC #1049

**DLLC USE ONLY**

License #	09110016
Date Accepted:	1/25/18
CSR:	Gr

**Application for Liquor License**  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 1 Type of License**

- ☐ Interim Permit  
☐ New License  
☐ Person Transfer  
☒ Location Transfer (series 6, 7 and 9)  
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)  
☐ Seasonal

**SECTION 2 Type of Ownership**

- ☐ J.T.W.R.O.S.  
☐ Individual  
☐ Partnership  
☒ Corporation  
☐ Limited Liability Co  
☐ Club  
☐ Government  
☐ Trust  
☐ Tribe  
☐ Other (Explain) \_\_\_\_\_

**SECTION 3 Type of license**

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01 (G), (H), (I) & (L)  
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207 (A) & (B)

1. Type of License (restaurant, bar etc.): Liquor Store 2. LICENSE # (if issued): 09110016

**SECTION 4 Applicants**

1. Agent's Name: KWIATKOWSKI KIM KENNETH 10104605  
Last First Middle  
2. Applicant/Licensee Name: CIRCLE K STORES INC. 10105673  
(Ownership name for type of ownership checked on section 1)  
3. Business Name (Doing Business As-DBA): CIRCLE K STORE #3492 101056328  
4. Business Location Address: 219 S Main St Florence AZ 85132 Pinal  
(Do not use PO Box) Street City State Zip Code County  
5. Mailing Address: LICENSING DC-36, PO BOX 52085, PHOENIX, AZ 85072-2085  
(All correspondence will be mailed to this address) Street City State Zip Code  
6. Business Phone: Pending Daytime Contact Phone: 602-728-4783  
7. Email Address: azlicense@circlek.com

8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? \_\_\_\_\_

**Department Use Only**

Fees: <u>\$100.00</u>	<u>-</u>	<u>-</u>	<u>Current</u>	\$ <u>100.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?

☒ Yes ☐ No

**SECTION 5 Background Check**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 06/08/1951 State where Incorporated/Organized: TEXASb) AZ Corporation or AZ L.L.C. File No: F-0006598-0 Date authorized to do business in AZ 04/08/1957

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
Haxel	Geoffrey	Charles	Pres/Sec/Dir	0	1130 W Warner Rd, Tempe, AZ 85284			
Cunnington	Kathleen	K	Treas/VP/Dir	0	1130 W Warner Rd, Tempe, AZ 85284			
Rodriguez	Paul	(none)	VP	0	1130 W Warner Rd, Tempe, AZ 85284			
Kwiatkowski	Kim	Kenneth	Asst Sec	0	1130 W Warner Rd, Tempe, AZ 85284			

(Attach additional sheet if necessary)

**SECTION 6 Interim Permit**

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: \_\_\_\_\_

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

I, (Signature) \_\_\_\_\_ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

**Attach a copy of the license currently issued at this location to this application.****NOTARY**

State of Arizona )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

License Number: \_\_\_\_\_

**ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.**



## SECTION 5: Additional Ownership

NAME	%OWNED	ADDRESS
CIRCLE K DELAWARE INC.	100%	1130 W WARNER RD, TEMPE, AZ 85284

Circle K Stores Inc.  
Texas 6/8/51  
Charter No. 0010697700  
FIN# 74-1149540

OFFICE	Name	BUSINESS ADDRESS	PHONE
* President and Secretary	Geoffrey C. Haxel ✓	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
* Vice President & Secretary	Kathleen K Cunningham ✓	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
* Sr Vice President	Darrell Davis	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6882
Sr Vice President	Dennis Tewell	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Vice President	Pia Bach Henriksen ✓	495 E Rincon, Suite 150, Corona, CA 92879	(951) 270-5129
Vice President	Paul Rodriguez ✓	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Vice President	Francis Lapointe	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Vice President	David Morgan	12911 Telecom Parkway, Tampa, FL 33637	(951) 270-5136
Vice President	Brian Bednarz	25 W Cedar St, Suite 100, Pensacola, FL 35202	(951) 270-5136
Vice President	Timothy Alexander Miller	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Vice President	Matt McCure	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5716
Vice President	Waymon (Butch) Seber	12911 Telecom Parkway, Tampa, FL 33637	(951) 270-5136
Vice President	Meredith Willard Rice, Jr.	305 Gregson Dr., Cary, NC 28273	(704) 583-5712
Vice President	Rodney Blanton	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5716
Vice President	Mark Tate	1199 S Beltline Rd, #160, Coppell, TX 75019	(602) 728-8000
Vice President	Steve Lattig	215 Pendleton St, Waycross, GA 31501	(210) 692-2147
Vice President	Mark Ostoits ✓	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5713
Assistant Secretary	Scott J. Stevenson ✓	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Assistant Secretary	Kim Kwiatkowski ✓	1130 W Warner Rd, Tempe, AZ 85284	(602) 728-8000
Assistant Secretary	Sylvain Aubry	4204 Boul. Industriel, Laval (Quebec) Canada H7L 0E3	(450) 662-6632
Assistant Secretary	Sarah Lynn Longwell	255 E Rincon, Suite 100, Corona, CA 92879	(951) 270-5136
Assistant Secretary	Michael L. Foster	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5716
Assistant Secretary	Kyle Poyer	2440 Whitehall Park Dr., #800, Charlotte, NC 28273	(704) 583-5716
Assistant Secretary	Randy Horne	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6882
Assistant Secretary	Tim Peters	1199 S Beltline Rd, #160, Coppell, TX 75019	(602) 728-8000
Assistant Secretary	Peter Uhlich	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6878
Assistant Secretary	Edward Giunta	12911 Telecom Parkway, Tampa, FL 33637	(813) 910-6878
Assistant Secretary	John Little	305 Gregson Dr., Cary, NC 28273	(704) 583-5712
Assistant Secretary	Aaron Brooks	305 Gregson Dr., Cary, NC 28273	(704) 583-5712

\* Director

Business Address: 1130 W. Warner Road, Bldg B, Tempe, AZ 85284 (602) 728-8000

Domicile Address: % CSC-Lawyers Incorporating Service Company, 701 Brazos Street, Suite 1050, Austin, TX 78701

12,000,000 Shares Authorized, 1,000 issued at \$1.00 Par. 100% owned by Circle K Delaware Inc. (FIN: 46-0520672)

Circle K Stores Inc. is qualified in:

AL, AZ, AR, CA, CO, FL, GA, , ID, KS, LA, MS,  
MO, NV, NM, NC, OK, OR, SC, TN, TX, UT, WA

Corporate Structure:

Circle K Delaware Inc. is 100% owned by The Circle K Corporation (Geoffrey Haxel - President/Director)

The Circle K Corporation is 100% owned by Couche-Tard US Inc. (Geoffrey Haxel - President/Director)

Couche-Tard US Inc. is 100% owned by Mac's Convenience Stores Inc. (Geoffrey Haxel - President/Director)

Mac's Convenience Stores Inc. is 100% owned by Couche-Tard Inc. (Geoffrey Haxel - Sr. Vice President)

Couche-Tard Inc. is 100% owned by Depan-Escompte Couche-Tard Inc. (Geoffrey Haxel - Sr. Vice President)

Depan-Escompte Couche-Tard Inc. is 100% owned by Alimentation Couche-Tard Inc. (Geoffrey Haxel - Sr. Vice President)

Alimentation Couche-Tard Inc. is a publicly traded company (Geoffrey Haxel - Sr. Vice President)

**SECTION 8 Government (for Cities, Towns or Counties only)**

1. Government Entity: \_\_\_\_\_

2. Person/Designee: \_\_\_\_\_  
Last First Middle Daytime Contact Phone #

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 9** ☐ Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)  
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: \_\_\_\_\_

2. Current Agent Name: \_\_\_\_\_  
Last First Middle

3. Current Licensee Name: \_\_\_\_\_  
(Exactly as it appears on the license)

4. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on the license)

5. Current Daytime Phone: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_

6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No

7. I authorize the transfer of this license to the applicant: \_\_\_\_\_  
Signature or Agent or Individual controlling person

**NOTARY**

State of Arizona )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.**

**A.R.S. §4-207.** (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

**The above paragraph DOES NOT apply to:**

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

1. Distance to nearest School: 774 ft Name of School: Florence K-8  
(If less than one (1) mile note footage) Address: 460 S Park St, Florence AZ 85132

2. Distance to nearest Church: 364 ft Name of Church: First Baptist Church  
(If less than one (1) mile note footage) Address: 355 E Main St, Florence, AZ 85132

**SECTION 11 Business Financials A.R.S. §4-202(F)**

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.  
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.  
☒ Owner  
☐ Purchaser  
☐ Management Company

2. If the premises is leased give lessors: Name: NA  
Address: NA  
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ NA or Other: \_\_\_\_\_

4. Total money borrowed for the Business not including lease? \$ 3,500,000

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Wells Fargo Bank	Acct-4123020789		3,500,000	333 S Grand Ave, 12th Floor, Los Angeles, CA			90071

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?  
☐ Yes ☒ No If yes, attach explanation.
6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  
☐ Yes ☒ No If yes, attach explanation.

**SECTION 12 Diagram of Premises**

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

Patio: ☐ Contiguous ☐ Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

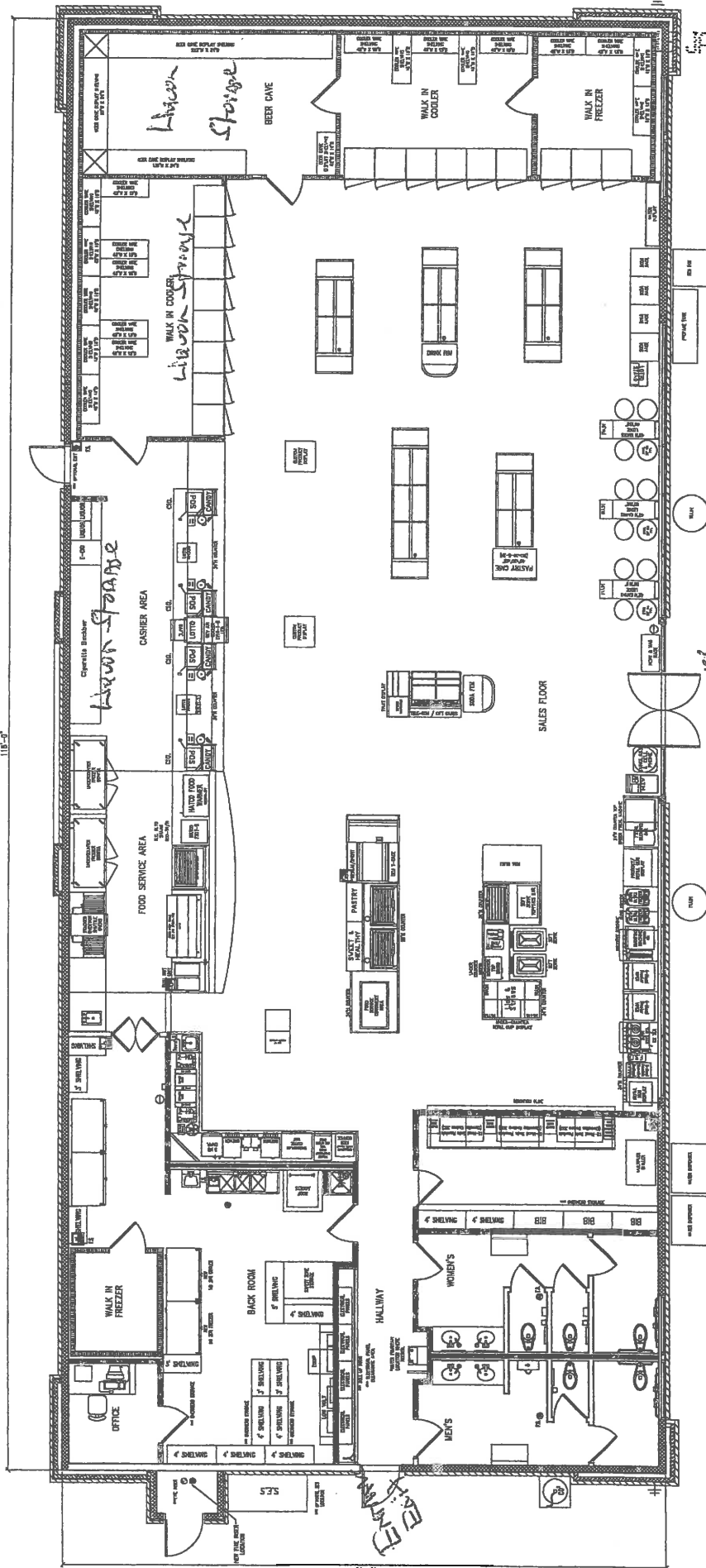
☒ Yes ☐ No If yes, what is your estimated completion date? 05 / 15 / 2018

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

← N

5,881 sq ft.

118'



5,881 sq ft.

Entrance Exit

118'

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

**RESTAURANTS AND HOTELS/MOTELS ONLY**

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

3a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S.§4-205.02(C)

3b. Provide a restaurant operation plan.

4. As stated in A.R.S.§4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

*HK*

Applicants Initials

**SECTION 13 SIGNATURE BLOCK**

I, (Signature) *[Signature]*, hereby declare that I am the Owner/Agent filing this application, I have read this application and verify all statements to be true, correct and complete.

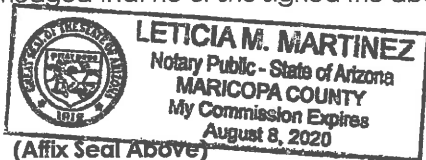
**NOTARY**

State of Arizona }

County of Maricopa }

On this 23 Day of JAN, 20 18 before me personally appeared Kim Kenneth Kwiatkowski  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

*[Signature]*  
Signature of NOTARY PUBLIC


**A.R.S.§41-1030. Invalidity of rules not made according to this chapter; prohibited agency action: prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6b.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> John Nixon, Recreation Superintendent  <b>SUBJECT:</b> Recognition of the 33 <sup>rd</sup> Annual Historic Home Tour Committee		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Recognition of the 33<sup>rd</sup> Annual Historic Home Tour Committee.

**BACKGROUND/DISCUSSION:**

The 33<sup>rd</sup> Annual Florence Historic Home Tour was held on Saturday, February 10, 2018. Homes and historic buildings were on display and open from 10:00 a.m. until 4:00 p.m. The tour began downtown at Jaques Square, 8<sup>th</sup> Street and Main.

Visitors walked the tour route or rode trolleys to the outlying historical structures. Information was provided by tour guides on each of the three trolleys.

The theme for the Home Tour, "Florence: An Arizona Hidden Treasure" revealed the little-known intriguing and entertaining facts about the town contained within the walls of these homes.

In addition to the Home Tour, the Maricopa High School Theatre Company performed three re-enactments of "The Baron of Arizona". The performances were at McFarland State Park. The Theatre Company is led by Arizona Master Teacher, Cynthia Calhoun whose theatre company has received state and national recognition for its performances, including the recent, "The Taming of the Shrew."

The Pinal County Historical Museum hosted a special presentation of the Wild Horse and Burro Inmate Program. Program supervisor Randy Helm discussed the program and presented a special display of saddles and cowboy gear from a by-gone era.

The Florence Arts and Culture Commission held its 3<sup>rd</sup> Annual Quick Draw Artist Contest and Silent Auction. Artists had 90 minutes to complete a portrait or landscape and the finished products were auctioned off at the end of the contest. The contest was held at the Jacob Suter House located at 270 North Pinal Street.

Lastly, the Windmill Winery hosted a Wine Garden from noon to 4:00 p.m. at Padilla Park.

All of these things would not have been possible without the staff and volunteers on the Home Tour Committee. The Committee began meeting last year immediately following the completion of the 2017 Home Tour to recommend improvements, plan for this year, and work together to showcase Florence to residents and visitors attending the Home Tour.

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**


Not Applicable

**FINANCIAL IMPACT:**

Not Applicable

**ATTACHMENTS:**

None

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>6c.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> John Nixon, Recreation Superintendent  <b>SUBJECT:</b> Recognition of the Maricopa High School Theatre Company for their participation in the 33 <sup>rd</sup> Annual Historic Home Tour.		<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"/> 1<sup>st</sup> Reading  <input type="checkbox"/> 2<sup>nd</sup> Reading         </div> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Recognition of the Maricopa High School Theatre Company for their participation in the 33<sup>rd</sup> Annual Historic Home Tour.

**BACKGROUND/DISCUSSION:**

The Home Tour Committee worked with the Maricopa High School Theatre Company to present three historical re-enactments based upon the “The Baron of Arizona” at McFarland State Park during the Historic Home Tour. The Theatre Company is led by Arizona Master Teacher, Cynthia Calhoun whose theatre company has received state and national recognition for its performances, including the recent, “The Taming of the Shrew”.

Cynthia attended many Home Tour committee meetings in the Library and Community Center and contributed towards the overall planning of the Home Tour.

She also worked with members of the Pinal County Historical Museum to create ideas and a script for the re-enactments. This is the second year the Town has partnered with a high school theater group to have historical-based performances and everyone was very much looking forward to the students’ performances.



**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

Not Applicable

**FINANCIAL IMPACT:**

Not Applicable

**ATTACHMENTS:**

None

# FY 2017-2018

SECOND QUARTER RESULTS AND FORECAST FOR THE  
REST OF THE YEAR

# Overview

Forecast is based on data as of December 31, 2017

## Audited results of FY16-17

TITLE	TYPE	BUDGET	PROJECTED	ACTUAL	BALANCE
General	Revenue Expense	\$14,784,648 \$14,717,584	\$15,587,418 \$14,018,353	\$15,684,335 \$14,518,229	\$1,166,106
HURF	Revenue Expense	\$8,049,977 \$6,922,874	\$2,283,942 \$3,201,981	\$3,488,488 \$4,077,120	-\$588,632
Water	Revenue Expense	\$2,717,550 \$4,294,882	\$2,810,398 \$2,723,796	\$3,013,024 \$1,890,081	\$1,122,943
Sewer	Revenue Expense	\$3,981,856 \$5,229,218	\$4,126,504 \$2,789,184	\$4,226,586 \$2,624,615	\$1,601,971
Sanitation	Revenue Expense	\$922,250 \$900,487	\$839,688 \$965,771	\$823,814 \$937,290	-\$113,476

# General Fund-Revenue

Focused on 6 revenue sources that make up 77% of the revenue to develop a trend analysis

- City Sales Tax
- Property Taxes
- Building Permits
- State Shared Sales Tax
- State Shared Income Tax
- Auto Lieu Tax

City Sales Tax and State Shared Revenue (Sales, Income, Auto Lieu) have increased each year since FY 2013-2014.

Property values have increased within the Town

## General Fund- Revenue FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>12/31/2017</b>	<b>FORECAST</b>
City Sales Tax	\$2,700,000	\$1,390,474	\$2,700,000
Property Tax	\$957,589	\$517,041	\$1,000,000
Building Permits	\$475,000	\$341,760	\$600,000
State Sales Tax	\$2,417,705	\$1,080,532	\$2,700,000
State Income Tax	\$3,192,630	\$1,596,487	\$3,192,630
Auto Lieu Tax	\$1,440,710	\$616,347	\$1,300,000

# General Fund-Expense FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>12/30/2017</b>	<b>FORECAST</b>
General Fund	\$14,582,492	\$6,519,417	\$13,500,000

## Other Funds-Major Revenue FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>12/30/2017</b>	<b>FORECAST</b>
General Capital Fund	\$1,200,000	\$201,224	\$1,200,000
HURF	\$3,006,882	\$1,284,843	\$3,000,000
Construction Tax	\$130,000	\$47,205	\$130,000
Water Fund	\$2,550,000	\$1,358,049	\$2,700,00
Sewer Fund	\$3,950,612	\$1,710,663	\$3,600,00
Sanitation Fund	\$756,037	\$403,300	\$800,000



## Other Funds-Expenses FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>12/30/2017</b>	<b>FORECAST</b>
General Capital Fund	\$417,278	\$8,286	\$417,278
HURF	\$7,575,949	\$1,467,312	\$5,609,919
Construction Tax	\$0	\$0	\$0
Water Fund	\$5,123,036	\$1,320,078	\$3,794,118
Sewer Fund	\$4,659,499	\$1,665,334	\$3,694,358
Sanitation Fund	\$917,633	\$288,544	\$882,256

Questions?





## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 6e.

**MEETING DATE:** February 20, 2018

**DEPARTMENT:** Development Services

**STAFF PRESENTER:** Christopher A. Salas,  
Development Services Director  
Town Engineer

**SUBJECT:** Presentation and discussion of the Town of Florence  
PARA Study

- ☐ Action
- ☒ Information Only
- ☐ Public Hearing
- ☐ Resolution
- ☐ Ordinance
  - ☐ Regulatory
  - ☐ 1<sup>st</sup> Reading
  - ☐ 2<sup>nd</sup> Reading
- ☒ Other

#### **STRATEGIC PLAN REFERENCE:**

- ☒ Community Vitality
- ☒ Economic Prosperity
- ☒ Leadership and Governance
- ☒ Partnership and Relationships
- ☐ Transportation and Infrastructure
- ☐ Statutory
- ☐ None

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

Presentation and discussion only, no action required.

#### **BACKGROUND/DISCUSSION:**

The Planning Assistance for Rural Areas (PARA) program is sponsored by the Arizona Department of Transportation Multimodal Planning Division (MPD) and provides federal funds to assist tribal governments and counties, cities and towns located outside Transportation Management Area (TMA) planning boundaries with multimodal transportation planning needs. The Town of Florence was awarded a PARA Grant for the purpose of updating their transportation plan. Michael Baker International was selected as the consultant for the study; the consultant team is led by Kevin Kugler.

When the Town of Florence's transportation plan was last updated in 2008, the housing boom in Arizona was just slowing down. The plan is nine years old and out of date. Developers and development patterns have changed since the previous transportation plan was updated. The previous transportation plan did not evaluate and determine the impacts that existing development agreements would have had on the Town's Capital Improvement Plan. At the current time, the Town has over 15 existing development agreements with varying obligations required of the Town as part of the agreements. A majority of the agreements also detail the ability to form Community Facility Districts. The impacts of these agreements were not documented and should be included in the Town's transportation plan. The Town's Infrastructure Improvement Plan is also in need of an update, and the proposed Transportation Planning Study is a key contributor to the Infrastructure Improvement Plan. A majority of the roads detailed for short and mid-term projects as part of the previous transportation plan are no longer in line with current development patterns. Access management must be addressed

in relation to the changing development patterns as part of the proposed Transportation Planning Study.

Preliminary study objectives for the Florence Transportation Planning Study have been identified. These preliminary objectives will be refined and expanded upon with input from the Technical Advisory Committee (TAC) and updated as the study progresses.

1. To update local transportation planning within the Town of Florence and interface with Arizona Department of Transportation (ADOT) and Pinal County transportation systems to meet the needs of the Town.
2. Identify and recommend short term, medium term and long-term plan of improvements.
3. Develop roadway cross sections that are consistent with the Pinal County Roads of Regional Significance plan.
4. Develop planning level cost estimates (per lane mile) for each recommended roadway classification type.
5. Recommend access management policies for the Town of Florence.
6. Establish the ability for Florence to obtain a stand-alone travel demand model in order to perform future modeling to accommodate incoming development proposals.
7. The results/deliverables of this study will be utilized as the Circulation Element of Florence's General Plan update anticipated in 2018.
8. Incorporate multi-modal policies and facility locations into the transportation framework.
9. Obtain stakeholder and advisory committee input early and throughout the entire planning process.

A Technical Advisory Committee (TAC) has been established to guide and coordinate the consultant's efforts throughout the course of the Florence Transportation Planning Study process. TAC input and oversight will be instrumental to developing a plan that achieves plan objectives. The following agencies and individuals are included on the TAC for the Florence Transportation Planning Study.

- Arizona Department of Transportation (ADOT): Jason Bottjen, Multimodal Planning Division, Project Manager
- Arizona Department of Transportation : Coralee Cole, ADOT Communications
- Arizona Department of Transportation : Rod Lane, ADOT District Engineer
- Town of Florence: Chris Salas, Development Services Director
- Town of Florence: Brent Billingsley, Town Manager
- Town of Florence: Dana Burkhardt, Planning Manager
- Town of Florence: Christian Collins, Engineering Technician
- City of Coolidge: Matt Rencher, City Engineer
- Pinal County: Andy Smith, Transportation Director
- Central Arizona Regional Transit (CART): Ernie Feliz
- Maricopa Association of Governments: Steve Tate, Transportation Planner
- Central Arizona Governments: Travis Ashbaugh, Transportation Planner
- National Guard, Arizona Division: Major Gordon Smith
- Pulte Homes: Randy Christman

### **A VOTE OF NO WOULD MEAN:**

Presentation and discussion only, no action required.

**A VOTE OF YES WOULD MEAN:**


Presentation and discussion only, no action required.

**FINANCIAL IMPACT:**

No financial impact is expected.

**ATTACHMENTS:**

None

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7a.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Mayor and Vice-Mayor attendance to the National League of Cities Congressional City Conference		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization for Mayor Tara Walter and Vice-Mayor Vallarie Woolridge to attend the National League of Cities Congressional City Conference in Washington, D.C., in an amount not to exceed \$5,719.08.

**BACKGROUND/DISCUSSION:**

The National League of Cities Congressional City Conference will be held March 8, 2018 – March 14, 2018 and offers an array of workshops that are beneficial to community leaders. Topics vary from leadership, finance and budgeting, community and economic development, diversity in the community, management and public administration, and much more. This will also provide a great opportunity to network with individuals from other regions and share and gather ideas and solutions for issues affecting many communities.

There is an increase of \$334.96 to the overall cost since the first presentation to Council. The cost of travel will continue to increase the closer we get the date of conference.

**A VOTE OF NO WOULD MEAN:**

A vote of no would mean that Mayor Walter, and Vice-Mayor Woolridge will not be able to attend the National League of Cities Congressional City Conference in Washington, D.C.

**A VOTE OF YES WOULD MEAN:**

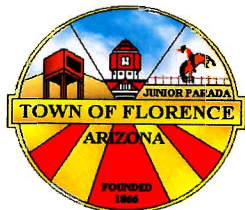
A vote of yes would mean that Mayor Walter and Vice-Mayor Woolridge will be able to attend the National League of Cities Congressional City Conference in Washington, D.C.

**FINANCIAL IMPACT:**

The total cost for their attendance is in an amount not to exceed \$5,719.08, which is inclusive of registration, travel, lodging and per diem. Council and staff have funding available in the conference and training budget line items for each of their respective budgets.

**ATTACHMENTS:**

Travel Authorization Forms and supporting documents



## TRAVEL AUTHORIZATION FORM

Employee: Tara Walter  
Department: Council  
GL Account #: \_\_\_\_\_  
Destination: Washington, DC  
Departure - Date: 3/9/18 Time: AM  
Return - Date: 3/14/18 Time: PM  
Purpose: NLC University Seminars  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

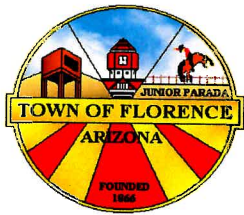
### Estimated Expenses

Registration:	Conference/training registration form must be attached, if applicable	\$	<u>470.00</u>
Transportation:			_____
Lodging:			<u>1,802.32</u>
Town vehicle (gas):			_____
Rental vehicle (lease/gas):			_____
Personal vehicle (mileage):	miles <u>123.80</u> x IRS rate 0.545		<u>67.47</u>
Per Diem:	breakfast # <u>6.00</u> x rate <u>16.00</u>		<u>96.00</u>
	lunch # <u>2.00</u> x rate <u>17.00</u>		<u>34.00</u>
	dinner # <u>5.00</u> x rate <u>31.00</u>		<u>155.00</u>
Other (describe)	Metro Transit Fees (\$50), Airport parking (\$60), Hotel Internet (64.75), Baggage Fees (\$60 for 2 bags)		<u>234.75</u>
Total estimated expenses		\$	<u>2,859.54</u>

Prior to incurring Town travel expenses, I have read and understand the Town's travel policy. If I received a travel advance for mileage and per diem and the actual mileage was less or some meals were provided by the conference, I will reimburse the Town for any excess mileage or per diem advanced within five business days of the travel return date.

Employee signature:	_____	Date:	_____
Approvals:			
Supervisor	_____	Date:	_____
Department Director	_____	Date:	_____
Town Manager	_____	Date:	_____
Finance Director	_____	Date:	_____





## TRAVEL AUTHORIZATION FORM

Employee: Vallarie Woolridge  
Department: Council  
GL Account #: \_\_\_\_\_  
Destination: Washington, DC  
Departure - Date: 3/9/18 Time: AM  
Return - Date: 3/14/18 Time: PM  
Purpose: NLC University Seminars

### Estimated Expenses

Registration:	Conference/training registration form must be attached, if applicable	\$	<u>470.00</u>
Transportation:			_____
Lodging:			<u>1,802.32</u>
Town vehicle (gas):			_____
Rental vehicle (lease/gas):			_____
Personal vehicle (mileage):	miles <u>123.80</u> x IRS rate 0.545		<u>67.47</u>
Per Diem:	breakfast # <u>6.00</u> x rate <u>16.00</u>		<u>96.00</u>
	lunch # <u>2.00</u> x rate <u>17.00</u>		<u>34.00</u>
	dinner # <u>5.00</u> x rate <u>31.00</u>		<u>155.00</u>
Other (describe)	Metro Transit Fees (\$50), Airport parking (\$60), Hotel Internet (64.75), Baggage Fees (\$60 for 2 bags)		<u>234.75</u>
Total estimated expenses		\$	<u>2,859.54</u>

Prior to incurring Town travel expenses, I have read and understand the Town's travel policy. If I received a travel advance for mileage and per diem and the actual mileage was less or some meals were provided by the conference, I will reimburse the Town for any excess mileage or per diem advanced within five business days of the travel return date.

Employee signature:	_____	Date:	_____
Approvals:			
Supervisor	_____	Date:	_____
Department Director	_____	Date:	_____
Town Manager	_____	Date:	_____
Finance Director	_____	Date:	_____

Congressional City Conference 11 - 14 March 2018 Marriott Wardman Park, Washington, DC

## Schedule-at-a-Glance

This is a preliminary schedule of events for the 2018 Congressional City Conference. Dates and times are subject to change.

### FRIDAY, MARCH 9, 2018

5:00 PM — 7:00 PM | Registration

### SATURDAY, MARCH 10, 2018

7:30 AM — 5:00 PM | Registration

9:00 AM — 5:00 PM | NLC University Sessions

12:00 PM — 1:30 PM | NLC University Shared Wisdom Luncheon

3:00 PM — 4:30 PM | NLC Board Committee Meetings

5:30 PM — 7:00 PM | NLC Board of Directors Reception

### SUNDAY, MARCH 11, 2018

7:30 AM — 5:00 PM | Registration

7:45 AM — 8:45 AM | New Member/First Time Welcome Breakfast

8:00 AM — 12:00 PM | NLC Board of Directors' Meeting

9:00 AM — 12:00 PM | NLC University Sessions

9:30 AM — 11:45 AM | Advisory Council Meeting

11:00 AM — 1:00 PM | Mayors Challenge to End Veterans Homelessness Luncheon

12:00 PM — 1:30 PM | NLC Board & Advisory Council Luncheon

1:30 PM — 4:30 PM | Policy & Advocacy Committee Meetings

5:00 PM | Evening Events

### MONDAY, MARCH 12, 2018

7:00 AM — 5:30 PM | Registration

7:30 AM — 9:00 AM | Celebrate Diversity Breakfast

9:00 AM — 10:30 AM | Opening General Session

10:45 AM — 12:15 PM | Workshops

12:15 PM — 1:30 PM | Open Lunch

12:15 PM — 1:30 PM | Member Council Meetings

1:45 PM — 3:15 PM | Workshops

3:30 PM — 5:00 PM | Afternoon General Session

5:15 PM | Evening Events

### TUESDAY, MARCH 13, 2018

7:30 AM — 12:30 PM | Registration

8:45 AM — 10:15 AM | Workshops

10:30 AM — 12:15 PM | Workshops

12:30 PM — 2:15 PM | Delegates General Session/Luncheon

6:00 PM — 7:00 PM | Capitol Steps Performance

Congressional City Conference 11 - 14 March 2018 Marriott Wardman Park, Washington, DC

## NLC University Seminars

### *Preconference Training*

---

#### Saturday, March 10, 2018

8:00 am - 5:00 pm

##### [Leadership 101 : REAL Action: Advancing Racial Equity in Local Government Part I](#)

Learn how local government leaders can reduce racial bias through smart policy decisions and strong civic engagement. This seminar will examine how racial tensions have affected cities across the nation. Learn how to shift from a reactive approach to a proactive agenda. Take home the ability to identify specific opportunities to lead local efforts that advance racial equity. Trainers: Leon [Continue Reading](#) »

9:00 am - 5:00 pm

##### [Community & Economic Development 201/301: The Urban Plan for Elected Officials](#)

Developed by the Urban Land Institute (ULI), Urban Plan is a realistic and engaging simulation in which participants learn about the fundamental forces that affect urban development. You'll get the chance to collaborate with peers as you play an interdisciplinary real estate development team experiencing the challenging issues, private and public-sector roles, complex trade-offs and fundamental economics in play when [Continue Reading](#) »

9:00 am - 12:00 pm

##### [Finance and Budgeting 101: Budgeting Basics \(The WHAT\)](#)

The budget is the single most important policy document a local government adopts. How many times have elected officials heard this statement, and how many elected officials actually believe that this is the case? Does the budget, and the budgeting process itself help policymakers to easily and understandably translate their decisions into actions that move their community forward? Or has [Continue Reading](#) »

9:00 am - 12:00 pm

##### [Leadership 201: Civil Discourse in the Face of Incivility](#)

Learn to develop your leadership skills in both every day and divisive situations. Discover how to actively listen and get an opportunity to practice your skills planting seeds of leadership and civility in the governing bodies of your communities. Participants will be introduced to The Five Powers— imagination, voice, change and transition, commitment and teamwork as a roadmap to solve [Continue Reading](#) »

2:00 pm - 5:00 pm

##### [Finance and Budgeting 201: Tying the Budget to Priorities and Long Range Planning \(The WHY\)](#)

How do we connect our strategic plan and priorities to the budget?" In reality, these two documents often don't even touch on the shelf! After learning in Budgeting 101 exactly what the budget is and understanding the data contained in it, this workshop moves into the power of the data, and how this useful information is used to inform decision [Continue Reading](#) »

2:00 pm - 5:00 pm

##### [Leadership 101: You won the election, now what?](#)

Most elected officials have spent many sleepless nights worrying about getting elected or re-elected. Once you have claimed victory, you need to determine how to run your office and conduct business. Public service is a full-time job in addition to all your other responsibilities. How are you planning to accommodate all the requests for your time? How do you plan [Continue Reading](#) »

2:00 pm - 5:00 pm

Although saving for retirement is a priority for millennials, most Gen Y Americans are focused on mastering basic needs like food, clothing, and shelter. Millennials represent more than one-third of American workers, presenting a unique opportunity to attract new talent by offering a strong retirement package. Explore how to use post-employment benefits as a recruitment tool for the new generation [Continue Reading](#) »

## Sunday, March 11, 2018

8:00 am - 5:00 pm

### [Leadership 201 : REAL Action- Advancing Racial Equity in Local Government Part II](#)

As a continuation of the 101-level course, you will get an opportunity to dig deeper and learn from peers about best practices and shared challenges. Structural changes to daily operations, budgeting, communications, decision-making and community leadership, are a critical component for mayors and other city leaders seeking traction on advancing a racial equity strategy. Specialists from the NLC REAL (Race, [Continue Reading](#) »

9:00 am - 12:00 pm

### [Leadership 101: The Ethical Leader: Rules and Tools](#)

Ethical public leadership is more than simply following the law. This seminar enhances municipal leaders' abilities to assess situations that challenge morals and make ethically defensible choices. Beginning with some fundamental elements of decision making, the seminar draws the audience into active participation to establish the elements of a personal ethical framework and then challenges audience members to apply that [Continue Reading](#) »

2:00 pm - 5:00 pm

### [Community & Economic Development 201: Leveraging Community Assets Through Public Private Partnerships](#)

Governments at all levels are under increasing financial constraints, while simultaneously facing growing demands to meet a wide range of infrastructure and public service needs. As a result, officials are looking for innovative ways to support economic development, municipal building, schools, transportation improvements and water/wastewater systems. Public-Private Partnerships (PPPs) are increasingly being applied to address some of these challenges. Learn [Continue Reading](#) »

2:00 pm - 5:00 pm

### [Leadership 201: The Ethical Leader: Fostering a Culture of Ethics](#)

Build on skills developed in The Ethical Leader: Rules and Tools seminar through an expanded conversation and hands-on training about fostering a culture of ethics and nurturing ethical behavior in others. Trainer: Scott Paine Level: 201 Curriculum: Leadership Credits:3 Cost: \$150 early bird until January 31 | \$160 regular

2:00 pm - 5:00 pm

### [Management & Public Administration 101: Effective City Council & City Manager Teamwork](#)

Elected officials and the city manager must work as a team to successfully deliver services to citizens. Learn tangible skills for effective teamwork between the city manager and council. Get skills and best practices to facilitate positive and productive meetings, create a healthy work environment, and clearly define roles. Hear insights from seasoned city officials with over 30 years of [Continue Reading](#) »

2:00 pm - 5:00 pm

### [Safety, Health & Human Development 101: Healthy Cities](#)

Mayors and city leaders play a pivotal role in the overall health and well-being of the cities and towns they serve. Across the county, city leaders are taking action to address the underlying factors that influence health and improve the environments where their residents live, work and play. This seminar is designed to build your capacity to work across city [Continue Reading](#) »

## Monday, March 12, 2018

1:45 pm - 3:15 pm

### [Advocacy, Communications, & Engagement 101: Understanding Federal Advocacy](#)

Now that you've scheduled a meeting with your legislator, what do you do? This session will prepare you to start or continue a strong working relationship with your legislators on Capitol Hill and lobby effectively for cities' top legislative priorities. Learn more about legislators, develop your own personalized "elevator speech" on legislative issues, and find out more about NLC's resources [Continue Reading](#) »

## Tuesday, March 13, 2018

10:30 am - 12:15 pm

### [Advocacy, Communications & Engagement 201: Dealing with the Media](#)

Congressional City Conference11 - 14 March 2018Marriott Wardman Park, Washington, DC

## Registration Rates

Register now to save! The early-bird rate ends January 31.

	Early Bird	Advance	On-site
	Until 1/31/18	Until 3/10/18	Beginning 3/11/18
NLC Member City	\$605	\$730	\$830
SML Member City	\$705	\$830	\$930
Non-member/Other	\$735	\$935	\$1035
First Time Attendee	\$470	\$470	\$470
Youth Delegate/Chaperone	\$150	\$150	\$150
Spouse/Guest	\$100	\$100	\$100



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## Your trip to Washington, DC

Fri, Mar 9 - Wed, Mar 14

Total price: **\$1,802.32**

✓ Free Cancellation within 24 hours!



### Roundtrip Flight

Phoenix (PHX) to  
Washington (DCA)

Fri, Mar 9 - Wed, Mar 14

1 Ticket: 1 Adult



### The Fairfax at Embassy Row, Washington, D.C.

Washington

3/9/2018 - 3/14/2018

1 Room: 5 nights



### Roundtrip for Hotels in Zone 1

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Mar 9, 2018 - Mar 14, 2018

Roundtrip 1 traveler



7:10am - 2:59pm

United

5h 49m

PHX - DCA

1 stop

0h 40m in ORD

**i** Basic Economy

7:00am - 9:33am

American Airlines

5h 33m

DCA - PHX

Nonstop

**i** Basic Economy[Show flight and baggage fee details](#) ▼[← Change flights](#)

Mar 9, 2018 - Mar 14, 2018

5 nights 1 room

**The Fairfax at Embassy Row, Washington, D.C.**

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Washington

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Shared Shuttle:

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Wed, Mar 7~~\$24.00~~**\$22.46**roundtrip for 1  
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We want you to know this trip has the following restrictions regarding your flight and hotel.

- Your flight is a combination of two **one-way** fares, each subject to its own rules and restrictions.

[More Details](#)

- This flight and hotel combination is not eligible for coupons.

### Departure

- Tickets are **non-refundable** 24 hours after booking and **non transferable**. Name changes are not allowed.

- United Basic Economy Fare Rules**

Restrictions include:

- (2754 reviews)** No seat selection — seat is assigned prior to boarding<sup>1</sup>
- Carry-on bags are limited to one personal item that fits under the seat in front of you. Full size carry-on bags are not permitted<sup>2</sup>

- The applicable checked bag fee plus a gate handling service charge will apply to any carry-on bags that must be checked at the gate

- Voluntary ticket changes or refunds are not permitted except as stated



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in the United 24-hour flexible booking policy<sup>3</sup>

- MileagePlus program members will earn redeemable award miles; however they will not earn Premier qualifying credit (miles, segments, or dollars), lifetime miles, or contribution to four segment minimum
- Customers will not be eligible for Economy Plus® seating, paid upgrades or complimentary upgrades<sup>4</sup>
- Customers will board in the last boarding group<sup>2</sup>

Passengers acknowledge at the point of a multi-seat purchase that seating together is not guaranteed. Customers with disabilities, unaccompanied minors, customers with cabin-seat baggage and customers with other special service requests should call United Reservations for seat assignment.

1.

Does not apply if the customer is a MileagePlus® Premier® member, primary cardmember of a qualifying MileagePlus credit card, or Star Alliance™ Gold member.

2.

Restriction applies to all customers, including Premier members.

3.

Restriction applies to all customers, including Premier members and those with Economy Plus subscriptions.

4.

- The airline may charge **additional fees** for checked baggage or other optional services.

#### Return

- Tickets are **non-refundable** 24 hours after booking and **non transferable**. Name changes are not allowed.
- **American Airlines Basic Economy Fare Rules**  
Restrictions include:
  - 1 personal item that fits under the seat (no access to overhead bin)



- Seats assigned at check-in\*
- Not eligible for upgrades\*
- No flight changes or refunds\*
- Board in last group

\*Restrictions apply to all passengers, including AAdvantage elite members

- The airline may charge **additional fees** for checked baggage or other optional services.

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## YOUR TRIP TO:

Phoenix Sky Harbor International Airport (PHX)



1 HR 4 MIN | 61.9 MI

Est. fuel cost: \$4.00

Trip time based on traffic conditions as of 12:22 PM on  
January 29, 2018. Current Traffic: LightPrint a full health report of your car with  
HUM vehicle diagnostics (800) 906-25011. Start out going **south** on N Main St toward W Southwind Way.

Then 1.24 miles

1.24 total miles

2. Turn **slight right** onto W Highway 287/AZ-287.*W Highway 287 is just past Van Haren St.*

Then 8.14 miles

9.38 total miles

3. Stay **straight** to go onto E Highway 87/AZ-87. Continue to follow AZ-87.

Then 7.00 miles

16.38 total miles

4. Turn **left** onto State Highway 387/AZ-387.*If you reach Blackwater School Rd you've gone about 0.7 miles too far.*

Then 6.92 miles

23.30 total miles

5. Turn **left** onto N Pinal Ave/AZ-387/AZ-187.

Then 0.10 miles

23.39 total miles

6. Merge onto I-10 W/Pearl Harbor Memorial Highway toward **Phoenix**.

Then 35.54 miles

58.93 total miles

7. Keep **left** to take I-10 W/Pearl Harbor Memorial Highway/Papago Fwy W  
toward **Los Angeles**.

Then 0.82 miles

59.76 total miles

8. Take the **Buckeye Rd** exit, EXIT 149, toward **Sky Harbor/Rental Car Return**.

Then 0.22 miles

59.98 total miles

9. Turn **right** onto E Buckeye Rd.

Then 0.39 miles

60.37 total miles

10. Turn **left** to take the ramp toward **All Terminals**.*If you reach S 25th Pl you've gone about 0.1 miles too far.*

Then 0.29 miles

60.65 total miles



11. Merge onto E Sky Harbor Blvd.

Then 0.04 miles

60.69 total miles

12. Take E Sky Harbor Blvd toward **Terminals/3/4**.

Then 0.02 miles

60.71 total miles

13. Keep **right** at the fork to continue on E Sky Harbor Blvd.

Then 1.16 miles

61.88 total miles

14. Phoenix Sky Harbor International Airport (PHX), 3400 E Sky Harbor Blvd,  
Phoenix, AZ, 3400 E SKY HARBOR BLVD.*Your destination is 0.8 miles past E Sky Harbor Blvd.**If you reach Terminal 4 you've gone about 0.1 miles too far.*Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



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# FY 2018 (Current Fiscal Year) Per Diem Rates for ZIP 20037

(October 2017 - September 2018 (Current Fiscal Year))

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

**October 2017 - September 2018 (Current Fiscal Year)** within the zip code: 20037. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017			2018 (Current Fiscal Year)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
		Oct	Nov	Dec											
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	\$250	\$201	\$201	\$201	\$201	\$253	\$253	\$253	\$253	\$253	\$175	\$175	\$250	\$69

## Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.



# Meals and Incidental Expenses (M&IE) Breakdown

Choose one of the headings below to get meals and incidental expense rates (M&IE) for federal travelers.

Find total M&IE for travel in the continental U.S.

Find M&IE breakdown by meal for travel in the continental U.S.

## M&IE Breakdown

M&IE Total (1)	Continental Breakfast/ Breakfast (2)	Lunch (2)	Dinner (2)	Incidental Expenses	First & Last Day of Travel (3)
\$51	\$11	\$12	\$23	\$5	\$38.25
\$54	\$12	\$13	\$24	\$5	\$40.50
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$15	\$16	\$28	\$5	\$48.00
<b>\$69</b>	<b>\$16</b>	<b>\$17</b>	<b>\$31</b>	<b>\$5</b>	<b>\$51.75</b>
\$74	\$17	\$18	\$34	\$5	\$55.50


1. This table lists the full daily amount federal employees receive for a single calendar day of travel when that day is neither the first nor last day of travel.
2. The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to Section 301-11.18 of the Federal Travel Regulation for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.
3. This column lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Find M&IE breakdown by meal for foreign and outside the continental U.S. (OCONUS) travel

The shortcut to this page is [www.gsa.gov/mie](http://www.gsa.gov/mie).

For all travel policy questions, email [travelpolicy@gsa.gov](mailto:travelpolicy@gsa.gov).

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	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8a.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Resolution No. 1656-18: Authorizing the submission of an Arizona Department of Transportation 5310 Program Grant Application		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1656-18: 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 GRANT PROGRAM WHICH PROVIDES FUNDING TO SERVICE THE ELDERLY AND PERSONS WITH DISABILITIES IN THE COMMUNITY.

**BACKGROUND/DISCUSSION:**

The Town of Florence intends to apply for Arizona Department of Transportation (ADOT) 5310 Program grant funds to expand the Florence Senior Center Transportation Program. The program will use volunteer drivers to transport elderly and/or disabled persons to medical or other vital appointments using personal and Town vehicles. The grant will fund 50% of the costs to implement the program.

**A VOTE OF NO WOULD MEAN:**

The grant application will not be submitted if the Town Council does not adopt the resolution.

**A VOTE OF YES WOULD MEAN:**

The grant application will be submitted to ADOT.

**FINANCIAL IMPACT:**

The total estimated cost of the program expansion is \$28,000.69. The budget will include funding for a part time staff person and operating costs. The Community Services Department will budget \$14,000.69 for the Town's match.

**ATTACHMENTS:**

Resolution No. 1656-18

**RESOLUTION NO. 1656-18**

**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 GRANT PROGRAM WHICH PROVIDES FUNDING TO SERVICE THE ELDERLY AND PERSONS WITH DISABILITIES IN THE COMMUNITY.**

**WHEREAS**, the Mayor and Council for the Town of Florence, Arizona, 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 do hereby authorize the Town Manager to submit an application to ADOT for the 5310 grant program. This proposal includes a request to expand the Florence Senior Center Transportation Program with volunteer drivers, 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 20<sup>th</sup> day of February 2018.

\_\_\_\_\_  
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 1656-18 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 20<sup>th</sup> day of February, 2018 at which a quorum was present and voted in favor of said Resolution No. 1656-18.

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



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8b.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Acceptance of Federal Fiscal Year 2017 Operation Stonegarden (OPSG) Funds from Arizona Department of Homeland Security		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to accept funds from Arizona Department of Homeland Security in the amount of \$88,000.00 for overtime wages, benefits and vehicle mileage to conduct Operation Stonegarden border enforcement activities.

**BACKGROUND/DISCUSSION:**

The Florence Police Department was awarded funds as part of a cooperative effort to address constantly changing threats due to border-related crime and violence. The funds will be used for officer overtime wages/benefits and reimbursement for mileage expenses.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence would not accept \$88,000 in grant funds from Arizona Department of Homeland Security.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence will accept \$88,000.00 in grant funds from Arizona Department of Homeland Security.

**FINANCIAL IMPACT:**

There is no matching fund requirement for this grant.

**ATTACHMENTS:**

Subrecipient Agreement 17-AZDOHS-OPSG-170430-01

**SUBRECIPIENT AGREEMENT  
OPERATION STONEGARDEN GRANT PROGRAM  
OVERTIME/MILEAGE**

**17-AZDOHS-OPSG-170430-01**

Enter Subrecipient Agreement number above (e.g., 170XXX-XX)

**Between**

**The Arizona Department of Homeland Security  
And**

Town of Florence

---

Enter the name of the Subrecipient Agency above

**DUNS Number**

**144375743**

---

Enter the DUNS Number above

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Town of Florence

---

Enter the name of the Subrecipient Agency above

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

**II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **January 8, 2018** and shall terminate on **December 31, 2018**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled "**OPSG Overtime and Mileage**" and funded at **\$ 88,000.00** (as may have been modified by the award letter).

Enter Funded Amount above

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

- a) Provide up to **\$ 88,000.00** to the Subrecipient for services provided under Paragraph III. Enter Funded Amount above

- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov), a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

## **VII. APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

### **Insurance Coverage**

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

### **National Incident Management System (NIMS)**

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

### **Environmental Planning and Historic Preservation**

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

### **Consultants/Trainers/Training Providers**

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

### **Travel Costs**

All grant funds expended for travel, lodging, and meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov](http://www.azdohs.gov).

### **Training and Exercise**

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs



(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

### **Nonsupplanting Agreement**

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
  - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at [www.azdohs.gov](http://www.azdohs.gov). The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov](http://www.azdohs.gov).

#### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

#### **VIII. DEBARMENT CERTIFICATION**

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.



## **IX. FUNDS MANAGEMENT**

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## **X. REPORTING REQUIREMENTS**

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov](http://www.azdohs.gov). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

- a. In case of equipment disposition:  
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

**The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

**Article D - Use of DHS Seal, Logo and Flags**

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article E - USA Patriot Act of 2001**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

**Article F - Trafficking Victims Protection Act of 2000**

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

**Article G - Lobbying Prohibitions**

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Article H - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

**Article I - Fly America Act of 1974**

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article J - Federal Debt Status**

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**Article K - False Claims Act and Program Fraud Civil Remedies**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

**Article L - Duplication of Benefits**

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

**Article M - Drug-Free Workplace Regulations**

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

**Article N - Copyright**

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

**Article P - Activities Conducted Abroad**

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article Q - Acknowledgement of Federal Funding from DHS**

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements**

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

**Article S - Age Discrimination Act of 1975**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.



**Article T - Americans with Disabilities Act of 1990**

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

**Article U - Civil Rights Act of 1964 - Title VI**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article V - Civil Rights Act of 1968**

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

**Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article X - SAFECOM**

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article Z - Rehabilitation Act of 1973**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which

provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AA - Energy Policy and Conservation Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article AB - Patents and Intellectual Property Rights**

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

#### **Article AC - Procurement of Recovered Materials**

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article AD - Terrorist Financing**

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

#### **Article AE - Whistleblower Protection Act**

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

#### **Article AF - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article AG - Reporting Subawards and Executive Compensation**

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

#### **Article AH - Federal Leadership on Reducing Text Messaging while Driving**

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

## **Article AI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article AJ – National Environmental Policy Act**

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

### **XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

### **XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a



result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVII. ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

**XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

**XXX. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims

which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

#### **XXXI. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

#### **XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

#### **XXXIII. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVI. SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XXXVII. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

**Town Manager, Brent Billingsley**

Enter Title, First & Last Name Above

**Town of Florence**

Enter Agency Name Above

**P O Box 2670**

Enter Street Address Above

**Florence, AZ 85132**

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE  
Town of Florence

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above  
**Brent Billingsley, Town Manager**  
\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

**MINUTES OF THE TOWN OF FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, JANUARY 2, 2018 AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter called the meeting to order at 6:01 p.m.

**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.

**ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1.**

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried to adjourn to the Merrill Ranch Community Facility District No. 1.

**Approval of the July 17, and August 7, 2017 MRCFD1 Special Meeting minutes.**

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried to approve the July 17, and August 7, 2017, MRCFD1 Special Meeting minutes, as written.

**ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1.**

On motion of Boardmember Larsen, seconded by Boardmember Hawkins, and carried to adjourn from the Merrill Ranch Community Facility District No. 1.

**ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to adjourn to the Merrill Ranch Community Facility District No. 2.

**Public hearing on Feasibility Report for projects (Assessment Area Seven). (Joe Jarvis)**

Chairman Walter opened the public hearing. There being no comments, Chairman Walter closed the public hearing.

**Resolution No. MRCFD2 235-18:**

Chairman Walter read Resolution No. MRCFD2 235-18 by title only.

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SEVENTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SEVEN) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT; AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT; APPROVING SUCH FEASIBILITY REPORT AND ORDERING THE WORK WITH RESPECT THERETO; AND APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA SEVEN.**

Mr. Joe Jarvis, District Treasurer, stated that Pulte Home Corporation has requested the issuance of bonds in an amount not to exceed \$262,500, for Assessment Area Seven. The bond proceeds will be used to pay for the infrastructure that was built in Area Seven.

Mr. Jarvis stated that the Board previously set the rate at \$3,500 per parcel, which is recognized as secondary property taxes on the property. The owners of the parcels can choose to pay off the assessments at any time.

Mr. Jarvis stated that the Feasibility Report includes a description of public infrastructure purposes to be financed by the bonds, a location map, the cost of the infrastructure and the plan for financing the infrastructure. Construction of the public infrastructure improvements are complete.

Mr. Jarvis stated that adopting the resolution will approve an amendment to the Development Agreement and the Feasibility Report and authorize the private placement and issuance of bonds in an amount not to exceed \$262,500, aggregate principal amount, the subsequent levying of assessments to pay debt service on the bonds and the execution of delivery of the various documents relating to the bonds.

Mr. Brent Billingsley, District Manager, stated that this is not an additional assessment for existing residents in Anthem, but rather a continuance of the special assessments as in the six other areas of Anthem that have been approved over time, through the Development Agreement.

On motion of Boardmember Anderson, seconded by Boardmember Guilin, and carried to adopt Resolution No. MRCFD2 235-18.

## **Resolution No. MRCFD2 236-18:**

Chairman Walter read Resolution No. MRCFD2 236-18 by title only.

**A RESOLUTION APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA SEVEN AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$262,500 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL ASSESSMENT LIEN BONDS (ASSESSMENT AREA SEVEN) AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND SECURITY AGREEMENT AND CERTAIN OTHER DOCUMENTS WITH RESPECT TO THE BONDS.**

On motion of Vice-Chairman Woolridge, seconded by Boardmember Hawkins, and carried to adopt Resolution No. MRCFD2 236-18.

### **Approval of the July 17, August 7, and August 21, 2017 MRCFD2 Special Meeting minutes.**

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to approve the July 17, and August 7, and August 21, 2017, MRCFD2 Special Meeting minutes, as written.

### **ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2.**

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to adjourn from the Merrill Ranch Community Facility District No. 2.

## **PRESENTATION**

### **Recognition of the 2017 Junior Parada Parade, Christmas on Main Parade Float winners and Christmas on Main Storefront Decorating Contest winners.**

Ms. Alison Feliz, Recreation Programmer, stated that the winners in the various categories for the Jr. Parada Parade, Christmas on Main Parade Float, and Christmas on Main Storefront Decorating Contest winners were announced earlier today. She stated that there was a great turnout and based on the positive feedback received on how the winners were recognized, they will continue to announce the winners in the same manner in the future.

Ms. Feliz stated that this year the public was allowed to vote for their favorites in each category and received 540 responses. The winners are as follows:

Junior Parada Parade:

- Best Marching Group: Los Pequeños
- Best Motorized Vehicle: Tim Dune
- Best Mounted Western Group: Jr. Parada Rodeo Royalty
- Best Authentic Western Vehicle: Windmill Winery
- Best Equestrian Group: FHS Rodeo Club
- Best Civic Non-Commercial Entry: El Zarriba

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- Best Commercial Entry: Florence Copper

#### Christmas on Main Street:

- Favorite Community: Florence K-8
- Favorite Government Entry: Florence Town Council and Teen Council Float
- Favorite Business Entry: E & J C Heating and Cooling
- Best Performance Entry: Florence High School Marching Band
- Best Public Safety Entry: Florence Police Department
- Best Family Entry: Ryder Chapman
- 2017 Storefront Decorating Contest: Silver King Marketplace
- 2017 Best Adopted Storefront: Pinal County Historical Museum
- Best Overall Storefront: Silver King Marketplace

Ms. Feliz stated that they received a lot of participation this year and the events would not be possible without everyone's support.

#### **Henry and Horn presentation of the 2016-17 Fiscal Year Audit and Council approval of said Audit.**

Mr. Joe Jarvis, Finance Director, stated that the Town's financial audit was conducted by Henry & Horne, LLP. The auditor has issued a clean opinion on the Town's financial statements and will be presenting the audit report and findings. The Comprehensive Annual Financial Report (CAFR) and the Generally Accepted Government Auditing Standards Report (GAGAS) present the Town's financial position, fund balances, and net position as of the end of the fiscal year, as well as the results of the financial activity throughout the year.

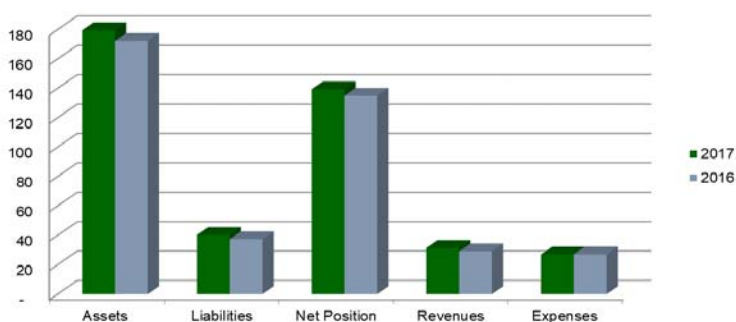
Mr. Jarvis stated that the AELR report was reviewed by the Town's auditor, Henry & Horne. The auditor determined that the Town is free from material misstatement and that it is in compliance with the Uniform Expenditure Reporting System (UERS) requirements. The Development Impact Fee (DIF) Audit Report was also prepared by Henry & Horne, LLP. The auditor determined that the Town is managing the development impact fees in accordance to the laws governing these funds.

Mr. Brian J. Hemmerle, Henry and Horne, LLP, provided a presentation, in which he outlined the following:

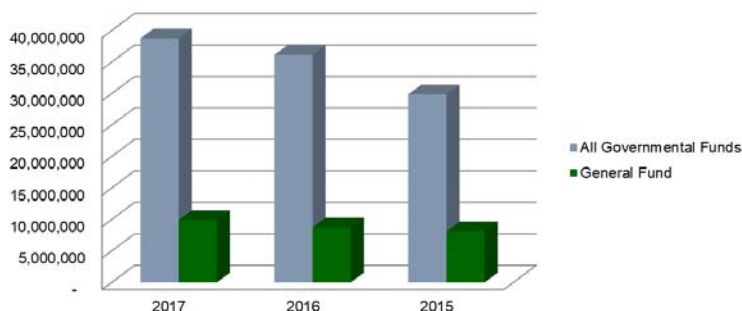
- Communications with Town Council and Management
  - Auditors' Report on Financial Statements
    - Unmodified opinion
      - Financial statements are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP).
    - Yellowbook (GAGAS) unmodified opinion
      - No reported instances of material non-compliance
      - One material weakness
        - Cause: A complete management review of normal and unusual closing entries at year-end was not done which resulted in a number of material misstatements.

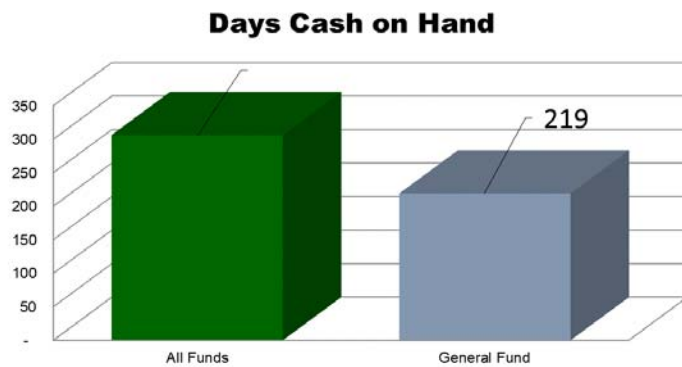
- Recommendation: It is recommended that appropriate management review closing entries as part of the year end closing process to ensure existence, completeness, accurate and timely cut-off of the Town's cash to accrual activity, capital additions and debt activity.
- Henry & Horne's responsibility under U.S. General Accepted Auditing Standards (GAAS)
  - Stated in engagement letter dated April 28, 2017
  - Reasonable assurance that statements are correct
  - Internal control
- Significant Accounting Policies and Issues Discussed
  - Note one of Financial Statements
  - Difficulties Encountered in Performing the Audit – None encountered
  - Corrected and Uncorrected Misstatements – No uncorrected misstatements
  - Disagreements with Management – No disagreements
  - Management Consultations with Other Independent Accountants - None disclosed
- Other Reports
  - Expenditure Limitation Report (ELR)
    - Issued timely
  - Single Audit
    - Not required in Fiscal Year 2017
- Financial highlights

**Total Government-Wide (In Millions)**



**Fund Balance**





Mr. Jarvis stated that it is the Town's intent to go out for bid for the services due to procurement requirements. The Town has an excellent relationship with Henry and Horne, LLP.

### **Presentation of the bi-annual Town of Florence Strategic Plan progress report**

Mr. Brent Billingsley, Town Manager, provided a presentation, in which he outlined the following:

- How did we get here?
  - In May 2017, the Florence Town Council adopted the 2017-2022 Strategic Plan.
  - Surveys completed by citizens and high school students
  - Completed stakeholder interviews
  - Created Citizens Advisory Group
  - Conducted Council Strategic Planning Retreat
  - Held public meetings
- Mission and values
  - 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.
- Town's priorities
  - Economic prosperity
    - Diversifying the local economy through innovation and entrepreneurial development that embraces and supports current economic sectors, increases small business opportunities and provides community amenities that increase quality of life and contribute to community vitality.
  - Accomplishments
    - Entered into development agreements with Pinal County, Innovation Pavilion, Artisan Acres, Florence Unified School District (FUSD), and SimonCre Assoc. (Sunlife Medical Center) to support economic development
    - Façade Program (partnership with Industrial Development Authority)
    - Wireless Fire Alarm system in the Historic District
    - Adopted new Business License Code
    - Creation of Development Services Department (One-Stop-Shop)
    - Safe Routes to School Grant
  - Next Steps
    - Develop a plan to expand the progress made on Territory Square
    - Phase 1 of the Innovation Pavilion Innovation Assessment
    - Enhanced partnership with FUSD and Pinal County

- Begin process to update the Town's General Plan
- Community Vitality
  - The art of connecting all of the multi-dimensional aspects of community life to create a community and environment where people want to live, work, volunteer, recreate and be social. It is more than creating a quality of life; it's creating quality of place, life and connectedness.
  - Accomplishments
    - Awarded grant funding (\$10,700) for improvements at the Poston Butte Preserve.
    - Bureau of Land Management clearance to begin cultural studies for Poston Butte Preserve
    - Enhanced Florence Fright Fest with Trunk or Treat on Main Street
    - Pet Safe Grant (\$10,000) for improvements to Central Bark Park
    - ISO rating improvements
    - McFarland State Park Improvements:
      - New roof
      - Park sign
      - Exterior paint
      - Porch repairs
      - Boundary walls
  - Next Steps
    - Work Session with Planning and Zoning, Historic District Advisory Commission, and Council on Code Enforcement Manual, 2012 Codes and Permit Manual in the near future.
    - Parks and Recreation Open Space, Parks and Trails Master Plan
    - Permanent access to Poston Butte Park
- Transportation and infrastructure
  - Physical elements that reinforce connectivity and are critical for positive sustained residential and economic growth.
  - Accomplishments
    - Maricopa Association of Governments (MAG) now supports Florence as an end of the line station in the Passenger Rail Corridor Study
    - Coordinated with Pinal County on maintenance and construction of roads (Attaway Road, Judd Road and Quail Run Road)
    - Supported partners on Propositions 416 and 417
    - Town used Job Order Contracting for transportation projects to lower costs
    - Planning Assistance for Rural Area Grant for Transportation Study (\$200,000)
    - \$400,000 in road maintenance this fiscal year
    - Florence Heights Road redone
    - Attaway Road/Hunt Highway traffic signal
    - Diversion Dam Road traffic signal
    - Fixed railroad crossing at Felix Road
    - Hunt Highway/Franklin Road curve project Highway/Road
    - Tonopah Agreement for future water in Florence and water storage
    - Central Arizona Project (CAP) Storage Agreement
    - Installed two new booster pumps for Well No. 5
    - Rehabilitated two water storage tanks for Well No. 5

- FUSD water loop
- North Wastewater Treatment Plant (WWP) sand filter
- South WWTP belt press
- Improvement to Town network stability, firewall anti-virus software security
- Email system migrated to Microsoft cloud platform
- Worked with Pulte to update design standards to comply with Americans with Disabilities Act (ADA) requirements
- Lot Hold Agreement – Anthem (not sell lots that are in a floodplain)
- Next Steps
  - Recharge permit for SWWTP to get credit for water that is treated
  - First phase of the 12-inch water loop project (Community Development Block Grant (CDBG) project)
  - Begin the process to develop a comprehensive Water Sustainability Study
  - Florence Gardens Phase IV and V
  - 1<sup>st</sup> Street paving improvements
  - Lot Sale Prohibition - Anthem (maintenance agreement)
- Leadership and governance
  - Creating leaders who are connected in all aspects of community life. Listening to residents, providing quality service and taking ownership of the budget to increase community capacity and resiliency.
  - Accomplishments
    - Hosted Make a Difference Day on October 28, 2017.
    - Upgraded Laserfiche Public Portal for transparency in public records
    - Fillable forms and E-Signature implementation
    - Hosted a series of regional and state meetings
    - Award contract to financial advisors
    - Financial Policies Update
    - Improved Budget committee process – more public meetings
    - Enhanced community meetings on infrastructure projects
  - Next Steps
    - Begin the process to create a branding strategy for Florence
    - Leadership training program
    - Formal youth leadership board
    - February 2018 - 2<sup>nd</sup> Annual Youth Leadership Summit
    - Seek opportunities to engage with national organizations
- Partnerships and relationships
  - Working together as a community and a larger region to build a better future for Florence is vital to the success of this Strategic Plan. Strong, healthy intergovernmental relationship leverage resources and maximize opportunities. Partnering with community organization and businesses builds capacity and resiliency.
  - Accomplishments
    - Enhanced relationship with Arizona State Parks
    - Continued partnership with ADOT to advance transportation projects including State Route (SR) 79 and 79b intersection, Gila River bridge, SR 287 and 79b, and traffic signal at Hunt Highway and SR 79

- Cooperative agreements with Pinal County
- Regional emergency management training hosted in Florence
  - Great for Florence businesses as those who attend meetings/trainings patronize the local businesses
- Formation of public safety agency meetings
- Enhanced relationship with Arizona National Guard
- Worked with Pulte on Letter of Map Revision (LOMR) amendment
- Next Steps
  - Hosting Arizona Department of Transportation (ADOT) Board meeting in 2018
  - Co-hosting the Smithsonian Exhibition at McFarland State Park
  - Working with Country Thunder to host the 4<sup>th</sup> Annual Road to Country Thunder
- Budget Consideration
  - 2020 General Plan Update including:
    - Parks, Trails, and Open Space
    - Transportation
    - Water/Wastewater Masterplan
    - 2018-2019 Façade Program
    - North area flood plain mitigation
    - Capital Improvement Plan (CIP) Projects

Mayor Walter stated that the Town may want to partner with a local university to offer an internship. She stated that it is important to have a partnership with ADOT and hosting their meeting is critical to Florence and its growth.

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

- a. **Authorization for the Town Manager to negotiate and sign a contract with Cost Control Associates, Inc. to conduct an analysis of the Town's invoices for power consumption for errors, mischarges, and incorrect rates. (Joe Jarvis)**
- b. **Authorization to dispose of Town assets, and a vehicle that was acquired for Town use through confiscation, that are no longer needed and/or have outlived their useful life.**
- c. **Re-appointment of Wilbur Freeman to service as citizen representative on the Town of Florence Public Safety Personnel Retirement System – Police and Fire Local Boards for a term of four years.**
- d. **Approval of accepting the register of demands ending November 30, 2017, in the amount of \$2,628,407.61.)**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to approve the consent agenda as written, with the exception of Item a.

- a. **Authorization for the Town Manager to negotiate and sign a contract with Cost Control Associates, Inc. to conduct an analysis of the Town's invoices for power consumption for errors, mischarges, and incorrect rates.**

Councilmember Wall inquired if the Town sought out any other providers for the same type of service. She stated that it appears that the Town may spend more than the procurement levels allow in a two-year period. Her concerns also include:

- How will the spending levels be determined?
- Who makes the decision about the client-approved cost reduction and how much they are?
- Who are the multiple providers that would be included in the contract?
- What is the annual cost for consumption in the Town?
- How is the potential \$108,000 refund determined?
- What happens if the Town's rate changes and how will this be built into the contract?
- Will the APS LED Streetlight retrofit potential savings be exempted from the contract?

Mr. Jarvis stated that he worked with Spyglass while employed with Globe. Together they reviewed several of the Town's bills including Verizon, Cox and other phone providers and found ways to save money such as finding offers that were available but not disclosed by the providers or by disconnecting non-needed lines. Cost Control Associates would be able to provide a similar service; however, their focus would be on electricity, natural gas, propane and other petroleum fuels.

Mr. Jarvis attended the Government Finance Officers of Arizona Conference and met with Cost Control Associates. He stated that the Town would be able to utilize the City of Tucson's Cooperative Agreement and will realize a savings of approximately 23%. He stated that he estimated the accounts to total \$108,000 and the savings would bring the potential savings above the \$25,000 threshold. The accounts that were considered are Arizona Public Service (APS), San Carlos Irrigation Project (SCIP), Bureau of Land Management (BLM), Electrical District 2 (ED2) and Southwest Gas (SWG).

Mr. Billingsley stated that the Town would utilize the Cooperative Agreement for Cost Control Associates because they offer the best deal.

Mr. Jarvis stated that Cost Control Associates will do an analysis and provide feedback on cost saving mechanisms such as examining the rates and determining what would be the best rates, etc. They will provide their recommendations and the Town will determine which recommendations to move forward on. Once the recommendations are implemented and the program has been put in place, the company would receive payment. He stated that there is zero cost unless they save the Town money and they would be paid from the savings itself.

Mr. Jarvis explained that the APS LED Streetlight retrofit will not be exempted from the contract.

Mr. Billingsley stated that discussions are continuing with regards to the LED light retrofit. It is a very large dollar amount to do this project. He will attend a Smart Cities meeting this week to gather ideas from other communities on how to do it. The Town cannot afford to do what Casa Grande did and the Town cannot sell bonds to retrofit to LED lights. Ultimately, a determining factor will be if APS will no longer maintain the existing lights. The Town will need to determine

the cost benefit of contracting with someone other than APS to maintain the lights over what the actual savings of going to LED will be because it is costly to retrofit that infrastructure.

Mr. Jarvis stated that to successfully implement the program with Cost Control Services, the cost would be shared by multiple funding sources.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried to authorize the Town Manager to negotiate and sign a contract with Cost Control Associates, Inc. to conduct an analysis for the Town's invoices for power consumption for errors, mischarges, and incorrect rates.

## **NEW BUSINESS**

### **Resolution No. 1652-18:**

Mayor Walter read Resolution No. 1652-18 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, RATIFYING, REAFFIRMING AND APPROVING THE FINDINGS AND APPROVALS CONTAINED IN RESOLUTION NO. 1603-16 ("INCENTIVE RESOLUTION"), EXTENDING THE TIME PERIOD FOR APPLICANT'S COMPLIANCE WITH THE TERMS OF THE INCENTIVE RESOLUTION, AND DECLARING AN EMERGENCY.**

Mr. Billingsley stated that Council approved an Infill District Request in 2016 which provided for certain incentives to Circle K as well as receiving commitments from Circle K in terms of how the transition would take place. This has since expired and this resolution will extend the deadline.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge to adopt Resolution No. 1652-18.

Roll Call Vote:

Councilmember Larsen: Yes  
Councilmember Wall: Yes  
Councilmember Anderson: Yes  
Councilmember Guilin: Yes  
Councilmember Hawkins: Yes  
Vice-Mayor Woolridge: Yes  
Mayor Walter: Yes

Motion Passed: Yes: 7; No: 0

**Discussion/Approval/Disapproval of entering into an Infrastructure Improvement and Contribution Agreement with Circle K Stores, Inc., to construct a commercial project at 255 South Main Street, Florence, Arizona.**

Mr. Billingsley stated that the agreement is between the Town and Circle K to facilitate construction on their project. He stated that one of their challenges was that there was not proper infrastructure to support fire flows required by the Code. The Town has been negotiating



a reimbursement agreement as an extension to the Infill District approval. This will allow the Town to be reimbursed \$25,000 towards the Town's cost to bring the waterline under State Route 79B.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve entering into an Infrastructure Improvement and Contributing Agreement with Circle K Stores, Inc., to construct a commercial project at 255 South Main Street, Florence, Arizona.

**Discussion/Approval/Disapproval of rescheduling the January 16, 2018 Regular Council Meeting to Monday, January 22, 2018, to allow Council members and the public to attend and comment on the Pinal County Air Quality Control District Permit/Revision Public Hearing (Tuesday, January 16, 2018 (6:00pm) at the Pinal County Emergency Operations Center, 31 N Pinal Street, Building F, Florence, AZ. 85132) regarding a pending application by Florence Copper Inc. for changes in emissions to the ambient air from Copper Mining Emission Changes Emissions of Nitrogen Oxides, Carbon Monoxide, Particulate Matter, Volatile Organic Compounds, and Hazardous Air Pollutants (Ethyl Benzene and Xylene).**

Mr. Billingsley stated that Pinal County has scheduled a public hearing on January 16, 2018, which is the date of the Council's next scheduled Town Council Meeting. Staff is requesting that Council move the Council meeting to January 22, 2018, to allow for Council and staff to attend Pinal County Air Quality Control District Permit/Revision Public Hearing regarding a pending application by Florence Copper Inc. for changes in emissions to the ambient air from Copper Mining Emission Changes Emissions of Nitrogen Oxides, Carbon Monoxide, Particulate Matter, Volatile Organic Compounds, and Hazardous Air Pollutants.

Councilmember Wall stated that the public hearing will be held in Building F at the Pinal County complex.

Mayor Walter asked staff to inquire about Pinal County's provision for overflow as the meeting room may hold no more that approximately 100 people.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried to move the scheduled Council Meeting on January 16, 2018, to January 22, 2018, to allow Councilmembers and the public to attend and comment on the Pinal County Air Quality Control District Permit/Revision Public Hearing being held on January 16, 2018.

## **MANAGER'S REPORT**

Mr. Billingsley read two letters into the record, which read:

"Mr. Curtis Williams,

I am writing this to thank you for the placement of "No Dumping" signs at the end of McFarland Road. On behalf of the Recycle ATV Club, we recognize your promptness and professional dedication to the City of Florence and its citizens. It is people like you that make it easy to work with city government."

"Florence Teen Council,

Thank you so much for hosting the Second Annual Hoedown for our community. It was a great event. The live talent was excellent and we really appreciated their voices and musical abilities. The DJ was both entertaining and could read the crowd. Knowing what musical genre made them get up and dance. He also seemed to get along very well with the teens. The food and drink was totally unexpected, but very appreciated. What a great touch. Your Parks and Recreation people did a fabulous job in arranging this event. My husband and I look forward to the next one. Merry Christmas and thank you for all that you do."

Mr. Billingsley stated that the Town will have two interns. The Town hopes to be a hotbed of training young professionals and to offer assistance in these types of programs.

Mr. Billingsley stated that Mr. Brian Smith will start on January 16, 2018 and is from Illinois State University. He will do a 12-week unpaid internship and is pursuing his Bachelor's Degree in Parks and Recreation Administration.

Mr. Billingsley stated that Mr. Nicholi Zwecker is 22 years old and is from Kale, Germany. He is studying public management and wants to be a city manager. He will be a management intern for three months and will start February 15, 2018.

Mr. Billingsley reminded Council that there is a historical lecture on January 3, 2018, at the library. The Mother/Son Dance will be held on January 19, 2018, and the last date to register is January 12, 2018.

## **DEPARTMENT REPORTS**

**Community Services**

**Courts**

**Development Services**

**Finance**

**Fire**

**Police**

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Anderson stated that he and the Town Clerk attend the National Guard Tour. The National Guard occupies 27,000 acres. They are very concerned about the impending developments and are fearful that the State may sell a portion of their land. They are asking for the Town's assistance in protecting that land. The Town benefits from the National Guard as many of those who come to the facility patronize the Town's businesses. Various branches of the armed services train at their facility. He expressed his appreciation for the tour.

Councilmember Wall stated that she, along with personnel from the Florence Unified School District and Pinal County, toured the Innovation Pavilion campus in Colorado, specifically the

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STEM school component. There are great things coming to Florence with regards to the project.

Councilmember Larsen thanked everyone's hard work on the Strategic Plan.

Vice-Mayor Woolridge attended a reception held by the National Guard and toured their new facility. She stated that many individuals from the State's Legislature attended as well. The new facility is available for public use for a nominal fee. They are also soliciting funding because there is a match needed for federal dollars.

Mayor Walter stated that she toured the Innovation Pavilion Campus with Councilmember Wall and is excited for the great things coming to Florence. Innovation Pavilion is hiring for a position located in Florence and urged anyone interested in applying to contact Ms. Jennifer Bustamante.

### **ADJOURN TO EXECUTIVE SESSION**

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

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 - 000325.
- a. Pinal County Air Quality Control District Permit Class II Renewal, Permit No. B31219.000, Florence Copper, Inc. Update.
- d. Possible discussions and contract negotiations with Project Radius and other associated parties, for the proposed development of a project.
- e. Possible discussions and contract negotiations with Project Hydrogen and other associated parties, for the proposed development of a project
- f. Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- g. Pending or threatened claim regarding the appeal of the Town of Florence bid award on 1<sup>st</sup> Street Paving and Improvements, Project T-60.

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

### **ADJOURN FROM EXECUTIVE SESSION**

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to adjourn from Executive Session.

## **ADJOURNMENT**

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to adjourn the meeting at 8:50 p.m.

---

Tara Walter, Mayor

ATTEST:

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 2, 2018, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, JANUARY 22, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Vice-Mayor Woolridge called the meeting to order at 6:00 p.m.

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Vice-Mayor Woolridge called for a moment of Silence.

**PLEDGE OF ALLEGIANCE**

Vice-Mayor Woolridge led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

There were no public comments.

**PRESENTATIONS**

**Teen Council Update.**

Mr. David Lewis, Recreation Leader III, stated that members of the Teen Council will update the Council on what has been happening with the

Mr. Robert Swinford, Teen Council member, stated that they did the following in September 2017:

- Cleaned a one mile stretch of Hunt Highway
- Helped with two successful events with karaoke and food eating competition
- Planned and designed the Haunted House

Kayden Cluff, Florence Teen Council member, stated that they did the following for the month of October 2017:

- Participated in Make A Difference day in which they painted tables on Main Street and picked up trash at the park
- Operated the Florence Haunted House

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- Worked on a building

James Bruin, Florence Teen Council member, stated that they did the following for the month of November 2017:

- Increased membership numbers in the Anthem area
- Ran successful sports events during the school's half days with such sports as basketball corn hole, and music at the park
- Participated in the Jr. Parada festivities with the Town Council in which they built a float for the parade

Abby Johnson, Florence Teen Council member, stated that they participated in the following for the month of December 2017:

- Participated in the Christmas on Main Street Parade
- Hosted 2<sup>nd</sup> Annual Holiday Hoedown hosted at the Community Center
- Hosted Kick Ball Tournament in which they had over 40 participants and Sonic donated water for the event.

Lolita Vasquez, Florence Teen Council member, outlined the upcoming events, which include:

- Senior Prom for the senior citizens on March 10, 2018 at the Community Center
- Teen Leadership Symposium on April 12, 2018

Councilmember Anderson thanked the Teen Council for building the float for the Jr. Parada and Christmas on Main Parades. She enjoyed singing Christmas carols with them.

Councilmember Larsen commended them for the progress that they have made and for their involvement in the community.

Councilmember Anderson thanked the Teen Council and the Parks and Recreation staff for the great events. Everything is coming together so well.

Councilmember Guilin thanked Mr. Hunter for instilling enthusiasm and professionalism in the students. The students are doing a great job.

Mr. Lewis has been instrumental this year. They are transitioning from Mr. Hunter to Mr. Lewis and Mr. Lewis has been instrumental in moving the Teen Council forward.

Vice-Mayor Woolridge complimented the teens for being willing and able to come and speak at the Council meeting. They did a great job.

Councilmember Hawkins complimented the Teen Council for the job they did on the haunted house. He stated that they did an awesome job and it was well attended.

Mayor Walter is extremely impressed. Many of the members on the Teen Council were past students of Mayor Walter and she is proud of them. The skills that they are developing are so important as well as their community involvement. She thanked Mr. Hunter for his work with the Teen Council as well as with staff.

## **Presentation on upcoming special events from February to July 2018.**

Ms. Allison Feliz, Recreation Coordinator, outlined the upcoming Town-sponsored events, which include the following:

- Cornhole Cup
  - January 27, 2018 at Padilla Park
- 33<sup>rd</sup> Annual Home Tour
  - February 19, 2018
  - Theme: An Arizona's Hidden Treasure
  - Will have tour guide map instead of a booklet
    - Will have a hidden treasure at each location
  - 18 total properties which include the eight homes on the tour
  - Three reenactments from the Maricopa High School Drama Club
  - Quick draw for artists and their artwork will be auctioned off later in the day
  - Wine Garden at Padilla Park presented by the Windmill Winery
  - Wild Horse and Burro Inmate Program
- Munch and Music at Padilla Park
  - February 14, 2018
    - Poston Butte High School Orchestra
    - Florence High School Band
  - March 14, 2018
    - Rusted Spur West
  - No cost for performers
    - Performers are able to collect tips
- Pooch Party
  - February 24, 2018 Central Bark Park
  - Pinal County will offer vaccinations and licensing
  - \$10,000 in improvements were done at the park
    - Pet Safe Park Grant
- Easter Eggstravaganza
  - March 24, 2017 at Heritage Park
  - Partner - Mosaic Church
  - Partner – Pinal County Mounted Posse who will be doing breakfast
  - 12,000 prize-filled eggs
  - Recreational games
  - Pictures with the Easter Bunny
- Road to Country Thunder
  - March 31, 2018 in downtown Main
  - Several partners
    - Country Thunder, KMLE, Pinal County Mounted Posse, American Legion, Greater Florence Chamber of Commerce and Egees
- Movie in the Park
  - April 28, 2018 at Aquatics Center Multi-purpose fields
  - Despicable Me 3
  - Teen Council will provide entertainment prior to the movie
  - Refreshments will be sold as well as food vendors will be present

Ms. Feliz outlined the upcoming non-Town-sponsored events, which include the following:

- Model Air Show
- Events at the Rodeo Grounds
  - Florence Prison Run – February 11, 2018
  - Queen Creek Jr. Rodeo
  - Arizona High School Rodeo – March 31, 2018
  - Ranch Rodeo – March 3, 2018
- Events in the Anthem Community
  - Arts in the Park – February 3, 2018, March 3, 2018 and April 7, 2018
  - Spring Festival – March 10, 2018
  - Anthem Triathlon – February 24, 2018
- Other events in the community
  - Assumption Parish Festival – February 10, 2018
  - Classic Car Show – February 17, 2018
    - Hosted by Greater Florence Chamber of Commerce
  - Fashion Show
    - Women's Club
  - Country Thunder – April 5 – 8, 2018
  - Dionysus Dash
    - Windmill Winery
  - Little League Opening Ceremony
    - Heritage Park

Councilmember Anderson inquired if this information is available on the website.

Ms. Feliz stated that the information is available on the website; however, it is will be updated periodically. The non-Town sponsored events are not listed on the website.

Vice-Mayor Woolridge requested that all community events be listed on the Town's website.

Ms. Feliz stated that they will list the events and link them to their respective organizer/organization.

### **2017 Annual Report from the Greater Florence Chamber of Commerce.**

Ms. Jennifer Evans, Management Analyst, stated that the Greater Florence Chamber of Commerce recently held their board elections and their new Chairperson is Wendy Yu. Unfortunately, Ms. Yu is unable to attend the Council meeting, and the past Chairman, Rodney Mendoza, will do the presentation.

Mr. Rodney Mendoza, Past Chairman, thanked Councilmember Wall for her attendance tat all of their meetings. He also thanked Ms. Evans and Mr. Billingsley for their continual attendance and their ideas.

Mr. Mendoza provided an overview of the 2017 year for both McFarland State Park and the Visitor's Center, which included:



- The hours of operation are:
  - October 1<sup>st</sup> through May 31<sup>st</sup>: 9:00 am – 5:00 pm
  - Summer Hours: 9:00 am – 2:00 pm
- Provided access to public telephones, drinking water and general information.
  - It is the small things that the public appreciates.
- New brochures have been added
- Outside racks have been kept stocked with brochures
  - Available to the public after hours.
- An annual Special Event Calendar was compiled and updated quarterly.
- Total visitor count for McFarland State Park and Visitor Center was 8,197
  - McFarland State Park: 6,089
    - Took full tour
  - Visitor Center: 2,108
    - Did not take tour and/or visited the Visitor Center only
  - Had less visitors than the previous year
- Goal for 2018 is to raise visitor numbers
  - Will have quarterly events
  - Will have talks in the courtroom
- Donations for 2017 were \$1,971.
- Promotional letters sent to regional RV parks and 55+ communities
  - Educate winter visitors of what Florence has to offer
- Discussion for more advertisement opportunities
- Doing continual improvements to draw guests
- Upcoming Events
  - Chamber is hosting the 1<sup>st</sup> Annual Car Show
    - Will be located in downtown Main Street
    - Commitments from car clubs in Casa Grande, Mesa, Phoenix and Apache Junction
    - Many have never been to Florence
  - Cinco De Mayo Event
  - Casino Night
  - Cornhole Tournament
- Plans for 2018
  - Do a Strategic Plan
    - Will have succession in place for future board members

**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. **Acceptance of Larry Putrick's resignation from the Planning and Zoning Commission. (Lisa Garcia)**
- b. **Authorization to advertise Peter Villa Verde's vacant seat on the Industrial Development Authority. (Lisa Garcia)**

- c. **Approval of entering into a Professional Services Agreement with the Greater Florence Chamber of Commerce for Calendar Year 2018, in an amount not to exceed \$45,000. (Jennifer Evans)**
- d. **Authorization to suspend the Town of Florence Special Event Vendor Permit rules for the Road to Country Thunder event to allow the Greater Florence Chamber of Commerce to coordinate vendors and collect vendor fees as a fundraiser during the Road to Country Thunder event on March 31, 2018. (Lisa Garcia)**
- e. **Approval of the December 4, 2017 Town Council Regular Meeting minutes.**
- f. **Receive and file the following board and commission minutes:**
  - i. **November 9, and December 7, 2017 Arts and Culture Commission meeting minutes.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written, with the exception of Item a. and Item b.

- a. **Acceptance of Larry Putrick's resignation from the Planning and Zoning Commission.**

Councilmember Anderson stated that he was on the Planning and Zoning Commission with Mr. Putrick for several years. He has been an excellent representative for Florence. He also serves on the Pinal County Board. He has always had Florence's best interest at heart.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to accept Larry Putrick's resignation from the Planning and Zoning Commission.

- b. **Authorization to advertise Peter Villa Verde's vacant seat on the Industrial Development Authority. (Lisa Garcia)**

Councilmember Anderson stated that Mr. VillaVerde has been a cornerstone for the community. He was a past State Legislative and has always been active in the community. He always tried to do the best for Florence.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to accept Larry Putrick's resignation from the Planning and Zoning Commission.

## **NEW BUSINESS**

### **Appointment of Board/Commission members.**

### **Re-appointment of Ann Rankin and Ed Curran to the Arts and Culture Commission with terms to expire December 31, 2020.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk stated that the Clerk's Office advertised for the positions from October through December. The applicant listed on the agenda are the only applications that were received. The Town will re-advertise for the following:

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- Industrial Development Authority – one opening
- Library Advisory Board – two openings
- Parks and Recreation Advisory Board – one opening

The positions will be advertised until filled.

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to re-appoint Ann Rankin and Ed Curran to the Arts and Culture Commission with terms to expire December 31, 2020.

**Re-appointment of Cathy Adam, Victoria Knight, and Debbie Novotny to the Historic District Advisory Commission with terms to expire December 31, 2020.**

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to re-appoint Cathy Adam, Victoria Knight, and Debbie Novotny to the Historic District Advisory Commission with terms to expire December 31, 2020.

**Re-appointment of Tom Smith to the Parks and Recreation Advisory Board with term to expire December 31, 2020.**

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to re-appoint Tom Smith to the Parks and Recreation Advisory Board with a term to expire December 31, 2020.

**Re-appointment of Lonnie Frost and Robert Smidt to the Planning and Zoning Commission with terms to expire December 31, 2020.**

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to re-appoint Lonnie Frost and Robert Smidt to the Planning and Zoning Commission with terms to expire December 31, 2020.

**Appointment of Mike Shoppell to the remainder of Larry Putrick's vacated seat on the Planning and Zoning Commission, with term to expire December 31, 2018.**

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to appoint Mike Shoppell to the remainder of Larry Putrick's vacant seat on the Planning and Zoning Commission, with a term to expire on December 31, 2018.

**MANAGER'S REPORT**

Mr. Brent Billingsley, Town Manager, recognized Mr. Brian Smith, who is one of the Town's interns. He is from Illinois State University and is graduating in May 2018. He is interning with the Parks and Recreation and Library Departments. He will be with the Town through April 6, 2018.

Mr. Billingsley stated that the AV system has been upgraded in the Council Chambers. He stated that this is the first phase of improvements. There are other improvements that will be considered in the upcoming budget to update the infrastructure.

Mr. Billingsley read the following letter into the record:

"I just want to give a giant thank you to the guys at Station 2. My mom dropped her keys and all of her essentials down the storm drain in her neighborhood today. Your guys came out and retrieved them for her. She is 81 years old and mostly lives alone and my brother is at least three hours away. I am all the way in Washington State so I am so grateful that she can get that kind of help when she needs it. We all try to be there for her and sometimes it doesn't work out. You guys always say that it is your job. This was above and beyond what I expected. Thank you."

Mr. Billingsley stated that the Town has been given a grant to purchase a new PM10 Certified Street Sweeper. The Town has been trying for this grant for three years.

### **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Guilin congratulated the Florence High School Cheerleaders for winning the State Championship, the 5 Stunt Team also won State Championship, and the Pom Squad placed third.

Councilmember Hawkins thanked all of the boardmembers and commissioners who volunteer their time and talents to the Town. It is much appreciated.

Vice-Mayor Woolridge thanked everyone who continues to sign up for the boards and commissions.

Mayor Walter is looking forward to all of the upcoming events.

### **ADJOURNMENT**

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adjourn the meeting at 6:40 p.m.

---

Tara Walter, Mayor

ATTEST:

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 2, 2018, 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, THE PLANNING AND ZONING COMMISSION AND THE HISTORICAL DISTRICT ADVISORY COMMISSION WORK SESSION HELD ON MONDAY, JANUARY 29, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER:**

Mayor Walter called the meeting to order at 6:02 pm.

**ROLL CALL:**

Present: Town Council:

Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

Planning and Zoning Commission:

Pranzo, Bell, Smidt, Frost, Shoppell

Historical District Advisory Commission:

Wheeler, Adam, Reid, Smith, Schmidt, Novotny, Knight

**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. Robert Kremer, Florence Resident, discussed the issues he has had, and is currently having, with the Development Services Department with regards to permitting of the work he is doing on his residence. He stated that the issues have been ongoing since October 2017.

**PRESENTATION AND DISCUSSION OF THE ADOPTION OF THE 2012 INTERNATIONAL BUILDING CODES AND TOWN OF FLORENCE AMENDMENTS.**

Mr. Chris Salas, Development Services Director, provided a presentation, in which he outlined the following:

- 2012 ICC Code Update
- The First Code on Record
  - In 1800 B.C. the Amorite king, Hammurabi, took the throne of the new Babylonian dynasty. In the first year of his reign Hammurabi established an extensive law system which encompassed nearly every area of ancient life.
  - The code of Hammurabi made the builder accountable for the houses he built. If one of his buildings fell down and killed someone, the builder would be put to death.
- The First U.S. Codes

- First code on record was in 1625 in what was known as New Amsterdam (New York).
- Chicago fire of 1871 caused many large cities to create their own municipal building codes.
- 1905 Recommended Building Code, helped create the three original model codes.
- International Building Code
  - Published by the International Code Council
  - First established in 1994 and published in 2000
  - Most current edition is 2018 with a new edition expected in 2021
  - Legacy codes are no longer being updated. IBC is updated every three years
  - This Code has now replaced the three Model Codes.
- Prescriptive Codes
  - Tells you the precise requirements such as the height of a handrail, fire separation distance, width of a door, permissible length of an egress path before sprinklers are required.
  - Most existing codes are prescriptive
  - Performance based codes will not replace prescriptive codes. They will only apply to a part of a project.
- International Building Code
  - 101.3 Intent
    - The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.
  - 104.10 Modifications
    - Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.
  - 105.1 Required
    - Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.
  - 111.2 Certificate Issued
    - After the *building official* inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of

building safety, the *building official* shall issue a certificate of occupancy that may outline specifics.

- 111.3 Temporary Occupancy
  - The *building official* is authorized to issue a temporary certificate of occupancy (C of O) before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.
    - All fire safety codes must have been met
    - Temporary C of O is only good for training employees and/or stocking shelves
- International Residential Code
  - The International Residential Code is a comprehensive code book, no other code books are required for the development of one and two-family dwellings and townhouses not more than three stories that have individual means of egress and their accessory structures.
- International Fire Code
  - 101.2 Scope
    - This Code establishes regulations affecting or relating to structures, processes, premises and safeguards.
  - The hazard of fire and explosion arising from the storage, handling, or use of structures, materials or devices
  - Conditions hazardous to life, property or public welfare in the occupancy of structures or premises
  - Fire hazards in the structure or on the premises from occupancy or operation
  - Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems
  - Conditions affecting the safety of fire fighters and emergency responders during emergency operations
- National Electrical Code
  - Article 90, 90.1 Practical Safeguarding.
    - The purpose of this Code is the practical safeguarding of persons and property from hazards arising from the use of electricity.
- International Swimming Pool and Spa Code
  - 101.2 Scope. The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of aquatic vessels.

Mr. Salas stated that they have been working on code amendments for approximately one year. There will be a review period once the draft is completed. He stated that staff has relationships with other communities to discuss practicality and application of the Codes.

Mr. Salas discussed the differences between residential and commercial development. He said in 2009, the State Legislature passed a law that does not allow for residential fire sprinklers. The law strips towns and cities from creating legislation on fire sprinkling residential homes. Ordinances existing prior to 2009 are grandfathered. He also discussed retrofitting. The goal is to ensure that the policies match up with the demographics and the Council's priority. The goal is to have a thriving downtown.



Councilmember Anderson inquired what the potential impact will be on historic structures between the 2006 Code to the 2012 Code.

Mr. Salas stated that there will be no changes, as far as he can recall. He stated that if an existing building had a continual use and there has not been a change in occupancy, the Town is unable to go into the business; however, if there is a lapse in use or a change of occupancy has occurred the building is required to match the existing Code.

Mr. Salas stated that it is important to have a presence in the community and assist with what the requirements are. Staff is willing to walk projects to help address issues. He explained the issues with being “grandfathered” and the many do not realize that the requirement to being “grandfather” is that the building must have met Code at one point in time.

Mr. Brent Billingsley, Town Manager, stated that there is a section from the International Code Council which addresses the changes that have occurred from 2006 to 2009 and then to 2012 that was included in the packet provided to Council and the Commissioners. None of the changes directly interact with historic structures or historic buildings. The Codes are designed for new construction and new build. Many of the items are related to clarifications as it relates to the Fire Code, new technologies, or additional engineering methods that have come about to upgrade things. One of the questions asked is why is the Town updating to the 2012 Code when it is 2018. He stated that there have not been any major changes from the 2006 to the 2012 Code. The major change between those two codes is the energy efficiency codes, which in the past, were things to look into. There is now a separate book for energy efficiency.

Mr. Billingsley stated that he has also been asked as to why the Town is not updating to the most current code. The challenge is when you go to the 2015 update, which is currently being written, the changes are more drastic, more sophisticated, and more difficult. Most entities are currently utilizing the 2012 Code as well. The Town wants to have parity with the surrounding agencies and Pinal County.

## **PRESENTATION AND DISCUSSION OF THE TOWN OF FLORENCE CODE ENFORCEMENT MANUAL.**

Mr. Salas provided a presentation, in which he outlined the following:

- Code Enforcement Program Goal
  - Obtain voluntary compliance with the regulatory provisions of the Town Code and Building Safety rules. Complying with the Town Code and rules assists in maintaining and enhancing the health, safety, and welfare of the community. Code enforcement activities are intended to be carried out fairly, with sensitivity, and in a timely manner.
    - Active Enforcement
      - Actively looking for Code enforcement issues
    - Passive Enforcement
      - Receive phone calls or reports of Code enforcement issues

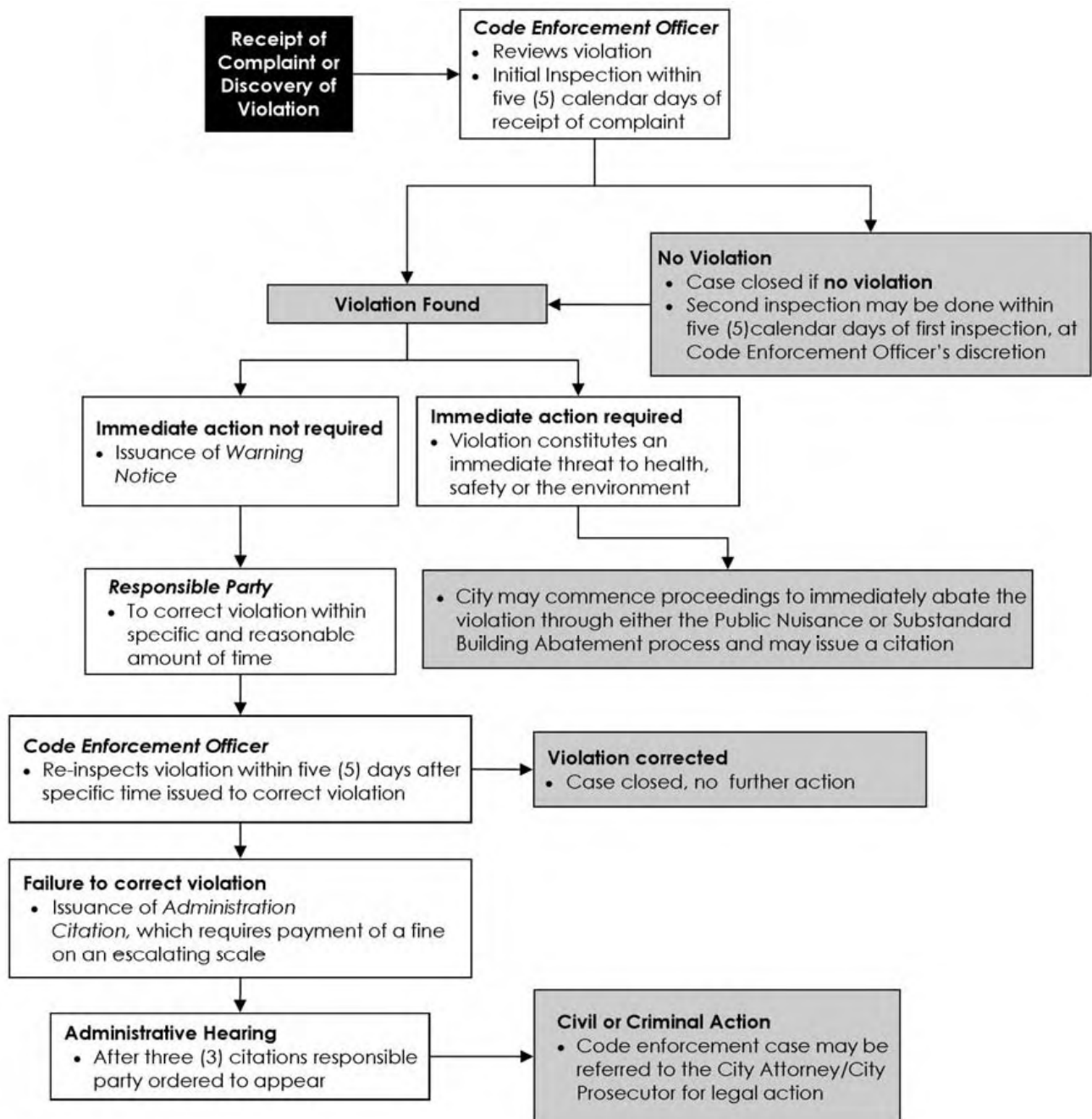
Mr. Billingsley stated that through the Strategic Plan process, code enforcement was listed as a major concern. Staff has come to Council with an implementation plan in terms of code

enforcement and created the Code Enforcement Manual. The intent of the document is how code enforcement shall be implemented in our community.

Mr. Salas stated that staff's focus is on unsafe structures and life safety issues. He continued with the presentation, in which he outlined the following:

- Encourage voluntary compliance by providing residents, business operators, property owners, and tenants the opportunity, with sufficient notice and information, to comply with the Town of Florence's Town Code and other applicable laws and requirements. The Town believes that voluntary compliance is the preferred method in initiating compliance. With cooperation of residents, business operators, property owners and tenants, this endeavor results in a respectful and satisfactory relationship between the Town and the community.
- However, there are times when despite allowing code violators sufficient time and opportunity to correct violations, the Town may find it necessary to impose corrections through means such as a citation or legal action.
- How the Process Works
  - The Town of Florence's Town Code requires that property owners maintain their property so that it is "free of litter, dilapidated structures, abandoned or junk vehicles, or any public nuisance." Unsanitary, unsafe or public nuisances are also prohibited.
    - Code enforcement encompasses many departments (Police, Fire, Development Services).
  - The following describes a typical code enforcement process: Upon receipt of a complaint or discovery of a violation, Town staff will be assigned to respond. Town staff from the Fire Department, Police Department, or Building Inspections might serve as the Code Enforcement Officer, as assigned by the Town Manager. The Code Enforcement Officer reviews the violation, conducts the necessary field inspections, and verifies that the violation exists. The Officer then contacts the responsible party for corrective action. (The responsible party is the person in charge and control of the premises involved, or the holder of any mortgage, deed, lien of record, or other title for the premises on which the violation is located.)
  - If the violation is considered to be an imminent danger to the public health and safety or the environment, the Code Enforcement Officer, Building Inspector, or other appropriate public official(s) may commence proceedings to immediately abate the violation through either the public nuisance or abatement process and may issue a citation.
  - If immediate action is not required, the Code Enforcement Officer or Building Inspector will issue an official warning to the responsible party. This might be a Courtesy Notice or a Violation Notice. The responsible party will be given a specific and reasonable amount of time to correct the violation. Upon re-inspection, if the violation has not been corrected, the Code Enforcement Officer has the discretion to either warn the responsible party or issue a Citation, which might require the payment of a fine or a court appearance. The Code Enforcement Officer or Building Inspector should make every attempt to make actual contact with the responsible party when initiating enforcement activities.
  - The Town Manager has overall responsibilities for enforcement of the Town Code and Building Codes. The Town Manager also has the authority to delegate the enforcement of codes to Town staff based on workload, staff experience, and other factors such as

resources available. The Town Manager will assign different staff people whenever necessary to resolve possible conflicts of interest.



#### - Receipt and Confidentiality of Complaint

- Any resident, neighbor, business, Town staff member, or Town Council member can file a complaint alleging a violation of the Town of Florence's Town Codes. The names of all persons making a complaint are maintained in confidence by the Town and are not released except during litigation or in response to a formal Public Records request (unless there is a compelling reason to not disclose the complainant's identity).

- Complaints of Code violations may be received in any form, such as written, telephone call, email, or other discernible form, including use of the Citizen Complaint Form. Any complaining or reporting party may choose to remain anonymous, and Town staff will accept anonymous complaints of Code violations.
- Town staff may initiate code enforcement actions based on complaints initiated through official channels. Additionally, Town staff may proactively initiate code enforcement actions based on observations or reports from the community.
- Enforcement Priorities
  - High Priority – are violations that constitute an immediate or readily apparent threat to health, safety, or the environment (e.g., prohibited chemical discharges). High priority violations shall be attended to immediately or as soon as feasibly possible. High priority violations that cannot be attended to by the Code Enforcement Officer should immediately be referred to an appropriate agency with authority to handle such violations.
  - Medium Priority – are violations that do not constitute an immediate or readily apparent threat to health, safety, or the environment, but have the potential to do so if left uncorrected (e.g. stagnant, standing water). Medium priority violations normally require action by the Code Enforcement Officer within three days of receipt of complaint.
  - Low Priority – are all other violations (e.g. inoperable vehicles). Low priority violations require action by the Code Enforcement Officer within five days of receipt of the complaint.
  - It is the policy of the Town to maintain a zero tolerance to violations of federal and state environmental laws, including unlawful dumping of hazardous materials within the Town limits. All such violations will result in immediate enforcement action by Town staff.
- Town Staff Responsibility
  - It is the responsibility of Town staff to enforce all sections of The Town of Florence Code and the Building Code and Zoning Ordinance. During the enforcement of ordinances, the Town staff educate the public in the content of these ordinances as well as the reasons for them.
    - The Code Enforcement Manual is to assist the residences understand the ordinances and helps one understand the meanings.

Councilmember Hawkins inquired if there is an appeals process, and if so, who does it go to.

Mr. Billingsley stated that multiple staff members do code enforcement. He stated that there are multiple ways in which to resolve the issue. First, is the interaction with the officer. Secondly, is the ability to mitigate. The Arizona Regulatory Bill of Rights was approved by our legislatures (A.R.S. §9-832) and is very specific in the process that must be followed for due process under that State of Arizona. There is a due process that occurs at the code enforcement level with that officer. It would the go to the following if it pertains to:

- Fire Code – Fire Official
- Building Code – Building Official
- Zoning Code – Zoning Officer

Mr. Billingsley stated that if there is still no resolution, it would then go to a court of law. He suggested that the Arizona Regulatory Bill of Rights be included in the Code Enforcement Manual.

Commissioner Lynn Smith stated that she is getting termites from her neighbor and inquired what can be done.

Mr. Billingsley stated that it would be considered a vermin complaint and the property maintenance code can be utilized to address the issue. This would be the first vermin complaint that the Town has received.

Commissioner Shoppell stated that Anthem has CC & R's which dictates what may or may not be on your property, on your land, and also attached to your property. They have a design review committee that reviews all requests to ensure that it fits within the CC & Rs. The decision is appealed to the Homeowner's Association, and ultimately to the courts.

Commissioner Adam stated that she is pleased that Code Enforcement is being implemented; however, some of the sections are not cited correctly. She noted that the Historic District Preservation Guidelines and the Historic District map are missing from the website.

Mr. Salas stated that corrections will be made to the website.

Councilmember Anderson stated that reasonable time to fix the violation is not clearly defined. He suggested that a minimal amount of time be outlined.

Mr. Salas stated that each violation is different and the time is based on the severity of the violation.

Mr. Billingsley stated that a time frame may be outlined when the citation is issued. There is discretion based on how critical the violation is. A guideline for times may be created; however, there needs to be some leeway within the time frames.

Mayor Walter stated that she would prefer the word reasonable to remain and that the time frame be determined by staff and their expertise. Each individual circumstance will be different and may require different time frames to correct the issue.

Commissioner Reid asked if the time frame starts when there is acknowledgment from the owner or does the time start when the letter is sent out.

Mayor Walter stated that if a letter is being sent out certified, and staff has proof that the letter was received, then staff should move forward.

Mr. Billingsley stated that many times absentee owners do not receive the letters and staff is limited on how this is handled through the legal process. One way to handle is to place an ad in the local newspaper for a specific period of time and it is considered legislative justice to move forward.

Discussion occurred on what is considered reasonable time from one property to another and the wording of Planning and Zoning Administrator which is not incorporated into the process. It was also suggested that the word calendar days be changed to business days.

Mr. Salas stated that the Town is willing to work with individuals so long as progress is being made.

Mr. Billingsley stated that there will be a Code Enforcement Department with dedicated personnel in the future.

Mr. Salas continued with his presentation, in which he outlined the following:

- Field Inspections
  - Once a complaint has been received by the Town, the Code Enforcement Officer shall conduct an initial inspection on the property to verify that the property is actually in the Town limits and that there is a violation of Town Code. If a medium or low-priority violation exists, a courtesy notice will be sent to the property owner or occupant notifying them of violation(s) and stating a compliance date. Any high-priority violations will be dealt with in whatever manner is most likely to lead to quick resolution, including calls to owners and involvement of other enforcement agencies.
  - If the responsible party is making a good faith effort to comply and substantial progress has been made to correct the violation, the Code Enforcement Officer may grant a reasonable extension of the compliance date. Any such extension of time granted may be made orally but shall be recorded in the file. More than one extension of time may be granted if the Code Enforcement Officer determines that such extensions are warranted based on the responsible party's effort to correct the violation(s). Any extension of time over 30 days sought to correct code violations must be approved by the Planning and Zoning Administrator.
  - If the responsible party has not corrected the violation(s) and the Code Enforcement Officer has determined that the responsible party is not making a good faith effort to correct the violation, the Officer shall undertake the next enforcement action most appropriate, which may include issuance of a citation, obtaining an abatement order, or seeking civil or criminal enforcement action through the court.
- Inspection Procedures
  - Initial inspections should be done without the need to enter the property. Photographs should be taken of violation(s) and copies are to be dated and placed in the case file.
  - If the Code Enforcement Officer encounters the property owner or occupant, the Code Enforcement Officer will introduce him or herself by providing Town-issued identification and will describe to the property owner or occupant the reason why an inspection is being conducted.
  - The Code Enforcement Officer provides to the property owner or occupant a copy of the inspection report or citations. Also, the Code Enforcement Officer informs the property owner or occupant of the appeals process for any violation(s).
  - Information on each code enforcement case will be kept in a file and added to a database to track dates agreed upon for compliance, any information about inspections, copies of correspondence, photos, and any documents needed to take a case to court. While courtesy notices and time extensions will be used on new cases, repeat offenders may be served with citations and sent to court without delay.
- Re-inspections
  - The Code Enforcement Officer will re-inspect the property upon direction from the Town Manager, or if contacted by the property owner or occupant saying that they are in compliance.

- If the property is in compliance, the office will be notified and the case will be closed.

Councilmember Anderson inquired if complaints can be received online.

Mr. Salas stated that there is an option to submit complaints online. He continued with his presentation, in which he outlined the following:

- Code Enforcement Contact Information
  - List where they can file a complaint or follow-up on a complaint
  - Building Safety, 224 W. 20<sup>th</sup> Street
  - Michael Ashford, Building Official
  - Curtis Williams, Code Enforcement Officer
  - Cody Curtis, Building Inspector
  - Tracie Wilgus, Permit Specialist

Mr. Billingsley requested that Police and Fire Dispatch be added to the contact information list.

Mayor Walter asked that it be noted that the Police and Fire Dispatch only be contacted after-hours and for emergency situations.

Mr. Billingsley stated that many of the complaints come through the Police Department.

Discussion occurred with regards to enforcement strategies. High visibility areas in which visitors pass may be considered a higher priority, such as weed abatement.

## **PRESENTATION AND DISCUSSION OF THE TOWN OF FLORENCE PERMIT MANUAL.**

Mr. Michael Ashford, Building Official, explained the importance of providing optimal customer service and helping their customers accomplish their project goals. He stated that the staff has worked hard to provide a manual that is user-friendly and easy to understand.

Mr. Ashford presented the following presentation, in which he outlined the following:

- Purpose of residential permits
  - While the codes are universally accepted as a positive for a community, for the average resident, the International Residential Codes at more than 650 pages and is a bit challenging. The code books merely cover the codes and don't necessarily cover submittal requirements.
    - Staff is empathetic to the customer and encourage one-on-one meetings with them to help expedite the process and go over the redline process with them.
  - The purpose for the Residential Permit Manual is to assist customers with permit submittal requirements;
    - Provide information concerning the requirements for obtaining a building permit
    - Provide examples of plans and details that will aid in project planning, construction completion and code compliance
    - Inform homeowners of the legal requirements that must be met by contractors
    - Answer most commonly asked building and Town code compliance questions
- Scenario 1 Example – Room Addition

- A customer would like to create a room addition. There are several items that need to be submitted in order for a review to be completed. Some of the items that need to be submitted;
  - Permit application
  - Owner authorization form
  - Site plan showing the overall location of the improvements, property lines, existing improvements, etc.
  - Elevations
  - Footing details
  - Framing details
  - Truss details and possible structural calculations
  - Any other documents that are applicable to the scope of work
- The average submittal for a room addition are merely architectural elevations with a few call outs shown on the plan. The permit manual will allow the residents to better understand the submittal requirements and offers visual examples of some of the submittal requirements.

Mr. Billingsley stated that many people have asked for a handout of some sort that is written in laymen's terms to help them through the process. The manual is a step-by-step manual to assist the public through the process. It provides practical examples as well.

Commissioner Adam asked that it be made clear that hand-written drawings are acceptable as long as all the points are covered. She inquired if it is permissible to submit a picture of the actual structure with drawings on it as it may be more to scale than a drawing. She suggested that staff provide the document to property owners who have done permits in the past and get their feedback. She stated that it is not as simplistic as she would like nor does the document define when a general contractor or engineer is needed. She stated that clarification is needed on the height of walls and from where or how the six feet is measured.

Mr. Salas and Mr. Ashford provided real life examples of how staff worked with customers to ensure that they were able to do their projects while still being in compliance with the Code. They provided examples of issues that occurred and how they were resolved.

Mr. Ashford continued with his presentation, in which he outlined the following:

- Scenario 2 Example – Pre-engineered aluminum carport
  - A contractor would like to install a pre-engineered aluminum carport. There are several items that need to be submitted in order for a review to be completed. Some of the items that need to be submitted;
    - Permit application
    - Owner authorization form
    - Site plan showing the overall location of the improvements, property lines, existing improvements, etc.
    - Elevations
    - Footing details
    - Pre-engineered structural details



- A construction plan detailing the actual project and which items in the pre-engineered structural details will be implemented
- Any other documents that are applicable to the scope of work
- The average submittal for a pre-engineered aluminum carport would include highlighted details of what items would be used, but not of the structural calculations supporting gutter spans, roof panel spans or footings. The lack of details causes staff to generate comments to the applicant. This is an inconvenience for the resident and delays the project from the resident's perspective. The permit manual will allow the residents to better understand the submittal requirements and offers visual examples of some of the submittal requirements.
- Examples of permit types
  - Additions
  - Accessory Buildings
  - Carport
  - Mobile Home/Park Model
  - Remodel
  - Roof/Re-roof
  - Plumbing
  - Electric
  - Irrigation
  - Irrigation
  - Mechanical
  - Pools/Spas
  - Gas Lines
  - Solar Additions
  - Awnings, Patio Covers
  - Certificate of Occupancy
  - Lot Combination
  - Demolition
- Conclusion
  - In conclusion. the residential permit manual is to assist customers in navigating the permit process. The creation of the permit manual will result in shortened project approvals and less frustration for the customer.

Councilmember Wall inquired as to what extent can an owner perform the work themselves before a contractor is needed.

Ms. Tracy Wilgus, Permit Specialist explained that the owner can pull the permit as the owner/builder; however, when you have people help, the owner is then acting as a general contractor, and per the Internal Revenue Services, there are requirements that must be adhered to. The Town's preference is that a licensed contractor be hired as the owner has no recourse through the Registrar of Contractors. There is nothing prohibiting the owner from doing the work themselves, but staff does educate the customers of the ramifications of doing work themselves and not hiring a licensed contractor.

Ms. Wilgus explained that many times owners will hire a handyman to do the work. Handyman work cannot exceed \$1,000 and does not require a permit. Once a permit is required, a licensed contractor must do the work. She explained when a licensed contractor is required.

Mr. Billingsley stated that home sellers must declare what upgrades were done and the work was done themselves and not by a licenses contractor, specifically with regards to electrical, plumbing and natural gas.

Councilmember Hawkins asked that something be added addressing the pros and cons of doing the work themselves versus hiring a licensed contractor. He stated that home owners can do the work themselves so long as the work is up to Code.

Councilmember Anderson inquired as to when the height for front yard fences increased to four feet from three feet.

Mr. Salas explained that height issues are zoning issues and that staff is working on zoning issues.

Councilmember Larsen addressed Commissioner Adam's comment with regards to a simpler manual. She stated that staff provides an overview of what is required once the permit is pulled. The overview is one sheet and very straight forward. The manual is great addition to what is currently being done.

Mr. Ashford stated that staff has several other documents that are available to the public that addresses specific issues.

Mr. Salas stated that the manual is very large and is very comprehensive. There was discussion on having a separate manual for each section; however, many projects overlap sections.

Discussion occurred on including a glossary defining terminology.

Mr. Salas stated that staff has a standing Pre-Application meeting on Wednesdays at 2:00 pm for the public to come in and discuss their projects.

## **TOWN MANAGER'S REPORT \***

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

Councilmember Larsen thanked everyone for their time an input.

Councilmember Wall appreciated everyone's attendance. She hopes the manual will help improve the process. She reminded everyone to attend the Home Tour on February 10, 2018.

Councilmember Hawkins invited everyone to the car show on February 17, 2018. He thanked the Boardmembers and Commissioners for their time and dedication.

Mayor Walter thanked everyone for attending the work session. She thanked the staff as well for all their work.

## **ADJOURNMENT**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:07 pm.

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Tara Walter, Mayor

ATTEST:

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 29, 2018, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
REGULAR MEETING HELD ON THURSDAY, DECEMBER 14, 2017 AT 3:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Cochran called the meeting to order at 3:05 p.m.

**2. ROLL CALL:**

Present: Cochran, Curran, Hagemann, Noack, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

- a. Discussion/Approval/Disapproval of Minutes from the November 9, 2017 Regular Meeting and the Minutes from the December 7, 2017 Work Session.**

On motion by Commissioner Hagemann, seconded by Commissioner Noack, and carried to approve the minutes from the November 9, 2017 Regular Meeting.

On motion by Vice-Chair Rankin, seconded by Commissioner Hagemann, and carried to approve the minutes from the December 7, 2017 Work Session.

- b. Discussion/Approval/Disapproval of Arts and Culture Programming – Fall 2017 and Spring 2018.**

On motion by Commissioner Curran, seconded by Commissioner Noack, and carried to approve the Arts and Culture Programming- Fall 2017 and Spring 2018.

- c. Discussion/Approval/Disapproval of infrastructure improvements to the Suter House for art exhibits.**

On motion by Commissioner Noack, seconded by Vice-Chair Rankin, and carried to approve the additional expenditures of supplies for the Suter House art exhibit.

- d. Discussion of Mural Project Work Session.**

Chair Cochran distributed copies of the draft narrative she wrote for the Arizona Commission of the Arts grant application. Chair Cochran asked the Commissioners to read through it and provide feedback.

Commissioner Hagemann presented a rough sketch of the design for the Main Street mural that she and Vice-Chair Rankin worked on.

Commissioner Noack presented to the Commission material estimates for the Main Street mural.

## **5. CALL TO THE PUBLIC/BOARD RESPONSE**

**Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.**

Ms. Ruth Harrison suggested removing the barb wire from the rough sketch Commissioner Hagemann had presented. Ms. Harrison also suggested making the mural more ethnically diverse to truly represent the people that make up the Town of Florence.

## **6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

Vice-Chair Rankin informed the Commission that there is work being done this month at the Suter House.

## **7. ADJOURNMENT**

On motion by Commissioner Curran, seconded by Commissioner Noack, and carried to adjourn the meeting at 4:07 P.M.

Approved:

  
\_\_\_\_\_  
Ann Rankin, Chairman

**Posted 19th day of January 2018, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).**

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
REGULAR MEETING HELD ON THURSDAY, JANUARY 18, 2018 AT 3:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Cochran called the meeting to order at 3:00 p.m.

**2. ROLL CALL:**

Present: Cochran, Curran, Hagemann, Noack, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

- a. Discussion/Approval/Disapproval of nomination and election of a new Commission Chair.**

On motion by Chair Cochran, seconded by Commissioner Hagemann, and carried to elect Ann Rankin as new Commission Chair.

- b. Discussion/Approval/Disapproval of nomination and election of a new Vice-Chair.**

On motion by Commissioner Cochran, seconded by Commissioner Curran, and carried to elect Duane Noack as new Commission Vice-Chair.

- c. Discussion/Approval/Disapproval of Minutes from the December 14, 2017 Regular Meeting.**

On motion by Commissioner Curran, seconded by Vice-Chair Noack, and carried to approve the minutes from the December 14, 2017 regular meeting.

- d. Discussion/Approval/Disapproval of the 2018 Arts and Culture Commission meeting schedule.**

On motion by Commissioner Cochran, seconded by Vice-Chair Noack, and carried to approve the Arts and Culture Commission meeting schedule, with the start time of 2:30 P.M. rather than the 3:00 P.M. start time.

- e. Discussion/Approval/Disapproval of the Commissions possible involvement with the Water/Ways Smithsonian Exhibit, November 17 – December 30, 2018.**

Jennifer Evans, Management Analyst, presented to the Commission a PowerPoint presentation about the Water/Ways Smithsonian Exhibit that will be displayed at McFarland State Park. Ms. Evans asked the Commission to consider doing an event to help promote the exhibit. Ms. Evans suggested an Art show with water as the theme.

**f. Discussion/Approval/Disapproval of Arts and Culture Programming – Spring 2018.**

Liaison Hughes introduced Brian Smith, Intern for the Parks and Recreation Department, to the Commission. Liaison Hughes stated that Brian will be assisting with flyers and other tasks.

Liaison Hughes updated the Commission of event ideas for the Spring 2018 Calendar.

**g. Discussion/Approval/Disapproval of infrastructure improvements to the Suter House for art exhibits.**

Liaison Hughes stated the additional hardware for the Suter House had been delivered and will be installed soon. Commissioner Cochran asked if the Town has lamps that may be placed at the Suter House for the areas of the house that are dark. Liaison Hughes stated he will check if the Town has lamps that may be used at the Suter House.

**h. Discussion/Approval/Disapproval of Mural Project.**

Liaison Hughes stated he met with Commission Cochran about the cost estimate research Commissioner Noack had conducted. Commissioner Curran stated the marine plywood the Commission had hoped to use for the Main St. mural was too expensive at \$299.00 a sheet. Liaison Hughes suggested looking into other material options for the mural.

**5. CALL TO THE PUBLIC/BOARD RESPONSE**

**Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.**

Jennifer Evans shared a marketing book showing the details of the Water/Ways Smithsonian Exhibit.

**6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

## 7. ADJOURNMENT


On motion by Commissioner Cochran, seconded by Commissioner Hagemann, and carried to adjourn the meeting at 3:34 P.M.

Approved:

  
\_\_\_\_\_  
Ann Rankin, Chairman

Posted 9th day of February 2018, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9a.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/ Town Clerk  <b>SUBJECT:</b> Appointment of Dana Brudvig to the Industrial Development Authority		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <div style="margin-left: 20px;"> <input type="checkbox"/> <b>Regulatory</b>  <input type="checkbox"/> <b>1<sup>st</sup> Reading</b>  <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> </div> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Appointment of Dana Brudvig to the remainder of Peter VillaVerde's vacated seat on the Industrial Development Authority with a term to expire December 31, 2020.

**BACKGROUND/DISCUSSION:**

Advertisements were placed on the Town website, social media, Channel 11, and in the Florence Reminder noticing the availability of board and commission seats. The Town has had ongoing advertising for vacancies and will continue to collect applications until all vacancies are filled.

The following is an excerpt for the Florence Town Code regarding Board and Commission:

**32.002 MEMBERSHIP.**

- A. All boards, commissions and committees of the municipality shall have five members unless a motion, resolution or ordinance creating the board, commission or committee specifies a different number of members.
  
- B. Each board, commission or committee shall as nearly as possible have an integrated or balanced membership with representatives of each race, sex and geographical area of the municipality.

- C. The Council shall, in making the appointment, take into consideration each person's knowledge, background, interest, experience and availability to perform the work and duties of the board, commission or committee. The applicant's political affiliation shall also be considered in making the appointment.
- D. A member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality provided that there is no conflict created by the concurrent service, or unless a motion, resolution or ordinance creating the board, commission or committee specifies otherwise.
- E. All members shall be bona fide residents of the municipality and a registered voter, if 18 years of age or older, 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 or her actual and necessary expenses incurred in the performance of his or her official duties, provided that the expenses are approved by the Council prior to being incurred. Town employees or appointed officers shall not be eligible for appointment to any board, commission and committee, but may be requested to provide staff support thereto.

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

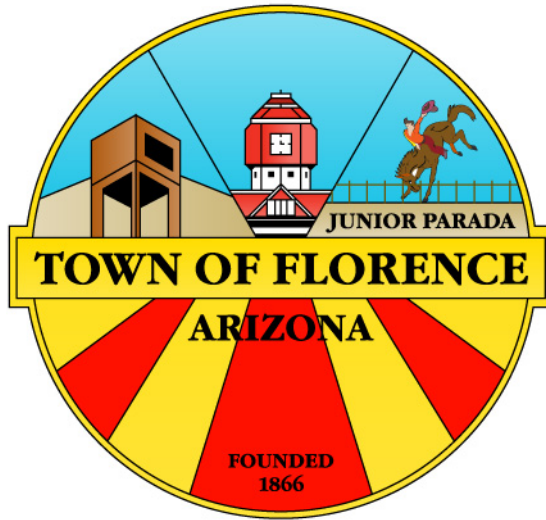
Not Applicable

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Application  
Boardmember List



# Board and Commission Application

NAME Dana Brudvig

DATE January 22, 2018

Date Received: \_\_\_\_\_

Appointed on: \_\_\_\_\_ to \_\_\_\_\_ Board/Commission

Term Expires: \_\_\_\_\_

## Board and Commission Application

Name: Dana Brudvig	Date: January 22, 2018
E-Mail Address: dana.brudvig@gmail.com	
Street Address: 2514 N. Palo Verde Drive Florence, Arizona 85132	Mailing Address: 2514 N. Palo Verde Drive Florence, Arizona 85132
Home Telephone: (262) 305-3626	Work Telephone: (262) 305-3626
Occupation: Attorney	Best Time to Call: Any.
Do you own commercial property or operate a business in Florence? No.	
Work/Business Name: U.S. Department of Justice   Executive Office for Immigration Review - Eloy Immigration Court Work/Business Address: 1705 East Hanna Road, Eloy, Arizona 85131	
Length of Residency in Florence: <u>5 months</u> Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please give name of board, commission and/or committee and dates served:	

<b>BOARD OR COMMISSION PREFERENCE(S):</b> Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)			
1	Industrial Development Authority	2	Parks and Recreation Advisory Board

If appointed, how much time would you be able to devote to the board or commission? Hours per week? <u>As required.</u> Hours per month? <u>30</u>	
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Employment History		
Employment Period	Employer's Name and Address	Title
	Please see attached resume.	
Education		
Name of School, College or University you attended	Degree	Year
Please see attached resume.		
Civic Activities – Service Organizations		
Please see attached resume.		

What personal and professional experience or background can you contribute to the board or commission? Please see attached addendum.

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What is the most significant contribution you can make as a member of the board or commission for which you are applying? Please see attached addendum.

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Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Please see attached addendum.

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I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifics otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: *Dana L. Brudvig*

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

\* Application must be completely filled out in order to be considered \*

**THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE**

# **CITIZEN'S GUIDE.....Florence's Boards and Commissions**

## **Arts and Culture Commission**

*Duties:* Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

*Membership:* Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

*Meetings:* Meetings are held the 3<sup>rd</sup> Tuesday of the month at 6 pm at Florence Town Hall, 775 North Main Street

## **Board of Adjustment**

*Duties:* Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

*Membership:* The seven members of Council serve as the Board of Adjustments.

*Meetings:* As needed during regular Council Meetings

## **Downtown Redevelopment Commission**

*Duties:* Agent for exercise of powers prescribed in A.R.S. Section 36-1476- Downtown Redevelopment Commission.

*Membership:* Five members appointed by the Town Council for a term of four years. The Mayor designates both the chair and vice-chair of the commission. Commissioners may or may not be residents of the municipality and may or may not be serving concurrently on other Town boards or commissions.

*Meetings:* Meetings are held the 4<sup>th</sup> Tuesday of the month at 6 pm at Florence Town Hall, 775 North Main Street

## **Historic District Advisory Commission**

*Duties:* Maintains the historical integrity of the buildings within the district.

*Membership:* Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

*Meetings:* Meetings are held the last Wednesday of the month at 7 pm at Florence Town Hall, 775 North Main St

## **Industrial Development Authority**

*Duties:* In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

*Membership:* Seven regular members appointed by the Town Council for Six-year terms.

*Meetings:* The authority meetings are posted 24 in advance with time, date, and location of meeting

## **Library Advisory Board**

*Duties:* To promote the interests of the Florence Public Library.

*Membership:* Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

*Meetings:* Meetings are held the 3<sup>rd</sup> Wednesday of the month at 6 pm at Florence Community Library, 1000 South Willow Street

## **Parks & Recreation Board**

*Duties:* Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

*Membership:* Five members appointed by the Town Council for a three-year terms.

*Meetings:* Meetings are held the 4<sup>th</sup> Thursday of the quarter at 6 pm at Florence Town Hall, 775 North Main Street

## **Planning & Zoning Commission**

*Duties:* Analyze, review and make recommendations to the Council regarding land use and development related issues.

*Membership:* Five members and one alternate\* appointed by the Town Council for three-year terms.

*Meetings:* Meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month at 6:30 pm at Florence Town Hall, 775 North Main Street

**\* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.**

# DANA L. BRUDVIG

2514 NORTH PALO VERDE DRIVE | FLORENCE, ARIZONA 85132  
(262) 305-3626 • DANA.BRUDVIG@GMAIL.COM

## EDUCATION

### **University of Wisconsin Law School** | Juris Doctor ♦ May 2015

Activities: Wisconsin Law Review (Senior Editorial Board); Moot Court Board; Mock Trial Team; IRS VITA Program (Volunteer Tax Preparer); Dean's List

Publication: *Today's Tool for Interpreting Yesterday's Conviction: Understanding the Mandatory Statutory Sentence Enhancement in Federal Child Pornography Cases*, 2015 WIS. L. REV. 153 (2015)

### **University of Minnesota** | B.A. Philosophy & B.Mus. Vocal Performance ♦ May 2011

Honors: Graduated *magna cum laude*; Dean's List & University Honors Program

Activities: University Opera Theater & Workshop (2008-2011); Mock Trial Team (2008-2011); University of Minnesota Women's Rugby Team (2009-2010)

## LEGAL EXPERIENCE

### ***Attorney Advisor***, Eloy Immigration Court September 2017-Present

U.S. Department of Justice | Executive Office for Immigration Review

- Advise immigration judges throughout the case adjudication process.
- Thoroughly assess records of proceedings to identify factual, procedural, and substantive issues; apply relevant constitutional, statutory, and regulatory law; draft decisions and memoranda on motions, waivers, criminal issues of inadmissibility and removability, and relief applications.
- Train and mentor incoming judicial law clerks; oversee intern program.

### ***Judicial Law Clerk***, Miami Immigration Court September 2015-September 2017

U.S. Department of Justice | Attorney General's Honors Program

- Selected as an Honors Attorney through the Attorney General's Honors Program.
- Drafted judicial decisions for twenty immigration judges on issues including: asylum, withholding of removal, and protection under the Convention Against Torture; motions to reopen and reconsider; adjustment of status; and bond determinations.
- Appointed as the lead law clerk of a group of twelve clerks; served as the point of contact between the Assistant Chief Immigration Judge and the clerks; ensured case completion goals were met; led weekly meetings.

### ***Summer Intern***, Miami Immigration Court May 2014-August 2014

U.S. Department of Justice | Summer Law Intern Program

- Drafted decisions and memoranda for immigration judges and attorney advisors on criminal issues of inadmissibility, asylum, withholding, protection under the Convention Against Torture, and cancellation of removal.
- Evaluated complex records of witness testimony and documentary evidence to assist immigration judges in making fair and accurate credibility determinations.

*Law Clerk, United States Attorney's Office* May 2013–March 2014

U.S. Department of Justice | Western District of Wisconsin

- Drafted memoranda on U.S. Sentencing Guidelines issues, the *Daubert* standard, Medicaid fraud, pretrial delay, warrantless searches, and the Federal Tort Claims Act.
- Drafted the argument sections of two appellate briefs to the Seventh Circuit Court of Appeals and assisted in preparation for oral argument.

## OTHER EXPERIENCE

*Direct Support Professional* March 2010–August 2012

SEEK Home, Inc. & Wingspan Life Resources | Minneapolis, Minnesota

- Provided direct care to developmentally disabled adults; kept detailed records of health progress, medication intake, and daily activities; coached athletes in the Minnesota Special Olympics.

*Volunteer Student Mentor* October 2010–May 2011

Project Achieve – Higher Ground Academy | St. Paul, Minnesota

- Worked with a class of immigrant and refugee students in their junior and senior years of high school; assisted with the design and implementation of a college preparation and academic enrichment program.
- Facilitated academic and leadership enhancement workshops, college and career exploration initiatives, and mentoring and tutoring assistance.

## REFERENCES

*Contact information will be provided upon request.*

HON. IRENE C. FELDMAN

Assistant Chief Immigration Judge | U.S. Department of Justice

HON. MICHAEL C. HORN

Immigration Judge | Miami Immigration Court

CHRISTINE BOHN

Attorney Advisor | Miami Immigration Court

## INTERESTS

FantasySCOTUS ▪ Running ▪ Green Bay Packers ▪ Playing softball ▪ Opera



1. What personal and professional experience or background can you contribute to the board or commission?

From my education and work experience, I have learned that I am eager to solve complex problems by efficiently utilizing all available resources and, once I have reached a conclusion, effectively communicating my findings to the necessary parties. I truly enjoy collaborative work, and I am ever curious to learn about the experiences and perspectives of others. These qualities would be a positive contribution to the Industrial Development Authority and the Parks and Recreation Advisory Board, and would ultimately help advance the strategic priority areas set forth in the Florence Town Council Strategic Plan for 2017–2022. My experience and background, coupled with my understanding of and enthusiasm for the Town’s mission and vision, would make me an asset to your team.

2. What is the most significant contribution you can make as a member of the board or commission for which you are applying?

*Industrial Development Authority:* While I do not have any direct experience with state and local bond laws, I am confident that my legal training, finely-tuned research skills, attention to detail, and ability to synthesize complex information would allow me to make accurate assessments of financing projects and ensure that proposed actions are in the interest of economic progress.

*Parks and Recreation Advisory Board:* Having lived in a variety of environments—from a rural farming community in Wisconsin, to downtown Miami—I have learned to truly appreciate the importance of community life. As a member of the Parks and Recreation Advisory Board, I would contribute creative, diverse, and strategic ideas for improving community vitality.

3. Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town’s boards and commissions.

I am a very recent addition to the Florence community—my husband and I moved to the Town of Florence from Miami, Florida in September of 2017. We spent our first several months here acquainting ourselves with the Town. We live in the Anthem neighborhood, and we quickly learned to enjoy the Anthem amenities, as well as all that the Town as a whole has to offer. Having realized what a vibrant place this is, I am eager to become involved in the Florence community. My enthusiasm for my public service, along with my desire for meaningful community engagement, prompted me to apply to the abovementioned Board and Commission.

*If you desire any additional information, please do not hesitate to contact me.*

*I appreciate your time and consideration.*

# Industrial Development Authority

(6 Year Term)

Meetings are held as needed at 270 N. Pinal Street, Florence Arizona  
7 members

## **Barbara Kelly – President**

P O Box 550  
593 W. 11<sup>th</sup> Street  
Florence, AZ 85132  
(520) 868-4291 Home  
(520) 560-5610 Cell  
[aunt.brat@hotmail.com](mailto:aunt.brat@hotmail.com)  
Appointed: 2/18/2014  
Expires: 12/31/2019

## **Alfred “Fred” Celaya – Vice-President**

P O Box 748  
515 Willow Street  
Florence, AZ 85132  
(520) 868-4262 Home  
Appointed: 1/5/2015  
Expires: 12/31/2020

## **Louis Henry Padilla – Secretary/Treasurer**

P.O. Box 262  
180 S. San Carlos St.  
Florence, AZ 85132  
(520) 705-2541 Cell  
[lhpadilla@cox.net](mailto:lhpadilla@cox.net)  
Appointed: 1/5/2015  
Expires: 12/31/2020

## **John “Mick” McLaughlin**

4389 N. Petersburg Drive  
Florence AZ 85132  
(480) 329-7924  
[mick.mclaughlin@cox.net](mailto:mick.mclaughlin@cox.net)  
Appointed: 5/1/2017  
Expires: 12/31/2019

## **Kenneth Wallace**

2691 N. Presidential Dr.  
Florence AZ 85132  
(928) 201-3779  
[Kendr1965@gmail.com](mailto:Kendr1965@gmail.com)  
Appointed: 3/16/2015  
Expires: 12/31/2020

## **Vacant**

Appointed: 1/5/2015  
Expires: 12/31/2020

## **Ty Schraufnagel**

6077 W Montebello Way  
Florence AZ 85132  
(480) 440-5641 Home  
(520) 723-9400 Work  
[tschrauf@amfam.com](mailto:tschrauf@amfam.com)  
Appointed: 2/18/2014  
Expires: 12/31/2019


## **Council Liaison**

### **Councilmember John Anderson**

2631 N. Presidential Dr.  
Florence, AZ 85132  
Home: (520) 233-6066  
Town Cell: (520) 840-1573

## **Staff Liaison:**

Jennifer Evans  
P o Box 2670  
Florence AZ 85132  
Phone: (520) 868-7549  
Email: [jennifer.evans@florenceaz.gov](mailto:jennifer.evans@florenceaz.gov)

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 9b.</b>
<b>MEETING DATE:</b> February 20, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Jorganne Cochran Resignation		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Accept the resignation of Jorganne Cochran from the Arts and Culture Commission.

**BACKGROUND/DISCUSSION:**

Ms. Cochran was initially appointed to the Arts and Culture Commission on February 17, 2015 and was reappointed on December 19, 2016 for a second term. Due to other commitments, Ms. Cochran has tendered her letter of resignation effective February 7, 2018.

The vacated seat will remain open until filled. Staff will advertise and collect applications for the open seat.

**A VOTE OF NO WOULD MEAN:**

N/A

**A VOTE OF YES WOULD MEAN:**

N/A

**FINANCIAL IMPACT:**

Minimal cost will be expended for advertisement in the local newspaper.

**ATTACHMENTS:**

Letter of Resignation

**Jo Cochran**

3742 N. Monument Dr. Florence, Arizona 85132 719-322-1003 e-mail: [robnjoc83@gmail.com](mailto:robnjoc83@gmail.com)

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February 7, 2018

Bryan Hughes, Director of Community Services, Town of Florence, Arizona  
Florence Arts and Culture Commission

Bryan and Commissioners,


I wish to offer my resignation from the Florence Arts and Culture Commission effective February 28, 2018. Though I have enjoyed volunteering for eight years on two Florence Town Commissions, my work with the National Park Service and National Forest Service requires me to be away from Florence for half of the year therefore, I do not feel that I can fulfill the duties of a town commissioner.

I will continue to serve as a volunteer with the Arts and Culture Commission whenever the need arises and I am in Florence.

I have enjoyed working with all of you and must say that I have never worked with a more committed group of people, especially considering that all of you have very busy lives outside of the commission.

Sincerely,

Jo Cochran

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9c</b>
<b>MEETING DATE:</b> February 21, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Brent Billingsley, Town Manager  <b>SUBJECT:</b> Direction on Entering into a Development Agreement with Alkeme LLC		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

A motion directing staff to commence Development Agreement (DA) negotiations with Alkeme LLC and other associated parties that may enter a DA with the Town of Florence for the proposed development of a biogas operation.

**BACKGROUND/DISCUSSION:**

The Alkeme LLC team submitted a Development Agreement Application to construct a biogas facility adjacent to the Town's South Wastewater Treatment Plant to be able to generate electrical power from treated sewage, food and farm waste, and crop biomass.

**A VOTE OF NO WOULD MEAN:**

A No vote would mean staff would not commence negotiations with Alkeme LLC on a DA.

**A VOTE OF YES WOULD MEAN:**

A Yes vote would mean staff would commence negotiations with Alkeme on a DA.

**FINANCIAL IMPACT:**

There is no financial impact with DA negotiations other than staff time.

**ATTACHMENTS:**

DA Application



# TOWN OF FLORENCE

## **DEVELOPMENT AGREEMENT Process, Application and Checklist**

Community Development Department

P.O. Box 2670

224 W. 20th Street

Florence, Arizona 85132

(520) 868-7575

[www.florenceaz.gov](http://www.florenceaz.gov)

## **PURPOSE AND INTENT**

This section is adopted pursuant to Section 9-500.05 et seq. of the Arizona Revised Statutes, authorizing municipalities to enter into development agreements with applicants for development projects. The purpose of this section is to establish procedures and requirements for consideration of development agreements by the Town consistent with Arizona State Law.

## **Development Agreement**

Means an agreement between a municipality and a landowner or any other person having an interest in real property that may specify or otherwise relate to any of the following:

- (a) The duration of the development agreement.
- (b) The permitted uses of property subject to the development agreement.
- (c) The density and intensity of uses and the maximum height and size of proposed buildings within such property.
- (d) Provisions for reservation or dedication of land for public purposes and provisions to protect environmentally sensitive lands.
- (e) Provisions for preservation and restoration of historic structures.
- (f) The phasing or time of construction or development on property subject to the development agreement.
- (g) Conditions, terms, restrictions and requirements for public infrastructure and the financing of public infrastructure and subsequent reimbursements over time.
- (h) Conditions, terms, restrictions and requirements for annexation of property by the municipality and the phasing or timing of annexation of property by the municipality.
- (i) Conditions, terms, restrictions and requirements of deannexation of property from one municipality to another municipality and the phasing or timing of deannexation of property from one municipality to another municipality.
- (j) Conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48.
- (k) Any other matters relating to the development of the property.

## **REQUIREMENTS FOR SUBMISSION**

After initial informal and formal discussions on the potential need for a development agreement and a basic understanding of items that might be considered within a development agreement, a boilerplate or model development agreement may be provided to the applicant(s) by the Town that meets the Town Attorney's standards and Town Council's expectations. It is noted that negotiations for a Pre-Annexation and Development Agreement (PADA) shall not occur until officially authorized by the Town Council. At that point that a development agreement application can proceed forward, negotiations will proceed between Town staff and the developer. The following represents application submittal requirements.

1. A completed Development Agreement Application (attached).
2. Payment of deposit fee per the most current adopted Town Fee Schedule.
3. A completed Applicant's Environmental Information Form (if requested).
4. ALTA Survey and Title Report prepared within the past 90 days.
5. A public notification map and two (2) sets of mailing labels of all property owners within 300 feet of the project site (only where applicable per code/State statutes).
6. Submittal of a term sheet that may include any of the following items:



- a) Vicinity Map (8 ½ x 11)
- b) Development plan that includes the following:
  - An 8 ½ x 11 diagram of the project site containing:
    - The project name, north point, scale and sufficient description to define location and boundaries of the project site;
    - Acreage to the nearest tenth of an acre;
    - The locations and names of all new streets, highways and driveways;
    - The location, names, and widths of all existing adjoining and contiguous streets, highways driveways, and physical features and structures;
    - If the project involves the subdivision of the property, the diagram will indicate a conceptual lot layout, including dimensions and size of the lots (in square feet);
    - A written summary describing the project, identification (legal names(s)) of the principal parties, and any special circumstances which may be involved in its development.
- c) Other or alternative information may be required by the Community Development Director upon preliminary review of the above submittals.
- d) A proposed development agreement may include such additional conditions, terms, restrictions, or requirements as determined by the Town Council to be in the public interest of the Town of Florence.

## **GENERAL PROCESS**

Upon direction of the Town Council, Town staff and applicant, as well as applicable legal representatives for all parties, will work together in incorporating agreed upon matters of concern into the boilerplate or model development agreement in an effort to produce a draft development agreement that can be presented for formal reviews, discussions and actions. In some cases, the proposed development agreement may require a formal recommendation from an advisory Board or Commission. Ultimate action on the development agreement is required by the Town Council. If the development agreement is approved by Resolution, the Resolution and development agreement shall be recorded by the Town of Florence at the Pinal County Recorder's Office.

An application may receive a clarification from an interpretation or application of a statute, ordinance, code or authorized substantive policy statement as provided in A.R.S. section 9-839.

This application must be executed by the owner(s) of the subject property or provide an authorization letter executed by the owner(s) of the subject property stating that the Applicant is authorized to represent the property owner(s) in this application.

**DISCLAIMER:** No guarantee of incentives, be they rebates, waivers, credits, deferrals, or other similar items, is created or conveyed by the completion of this application. Incentives may be awarded only through formal action by the Florence Town Council.

## Development Agreement Application

Case Number \_\_\_\_\_

Property Owner's Name\* Town of Florence

Mailing Address P O Box 2670, Florence, AZ 85132

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Applicant's Name Alkeme, LLC

Mailing Address 8723 E VIA DE COMMERCIO, SUITE #B101, Scottsdale, AZ 85258

Telephone Number 425-440-1040 Fax Number 610-423-3324

Email Address vchung@alkemetech.com

Representative/Attorney \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

### PROPERTY INFORMATION

Assessor's Parcel Number(s) 202-11-001C

Legal Tract/Lot (Parcel Numbers) \_\_\_\_\_

General Location Northwest portion of parcel

Street Address 100 S. Plant Road

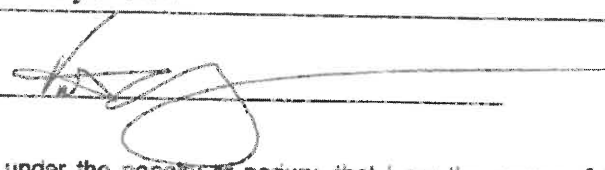
Lot Dimensions/Acreage \_\_\_\_\_

\*Note: If there is more than one person involved in the ownership of the property that this application is prepared for, a separate page must be attached to this application in which lists the names and address of all persons having an interest in the ownership of the property along with their notarized signatures.

GIVE A DESCRIPTION/EXPLANATION OF THE PROJECT FOR WHICH THE DEVELOPMENT AGREEMENT IS PROPOSED:

This project pertains to utilizing and upgrading the city's South Waste Water Treatment Plant to have the capabilities of generating electrical power from city sewage, food and farm waste, and crop biomass. The new infrastructure will include, but is not limited to, feedstock prepping and loading station, bio digesters, biogas conditioning system, and CHP system.

Signature of Applicant



I HEREBY CERTIFY, under the penalty of perjury, that I am the owner of the property for which this application is made, and in that capacity, have given authority to the above applicant to act on my behalf.

Dated: \_\_\_\_\_

STATE OF ARIZONA)

County of Pinal )

SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

Stamp Rec'd

Amount Received \_\_\_\_\_

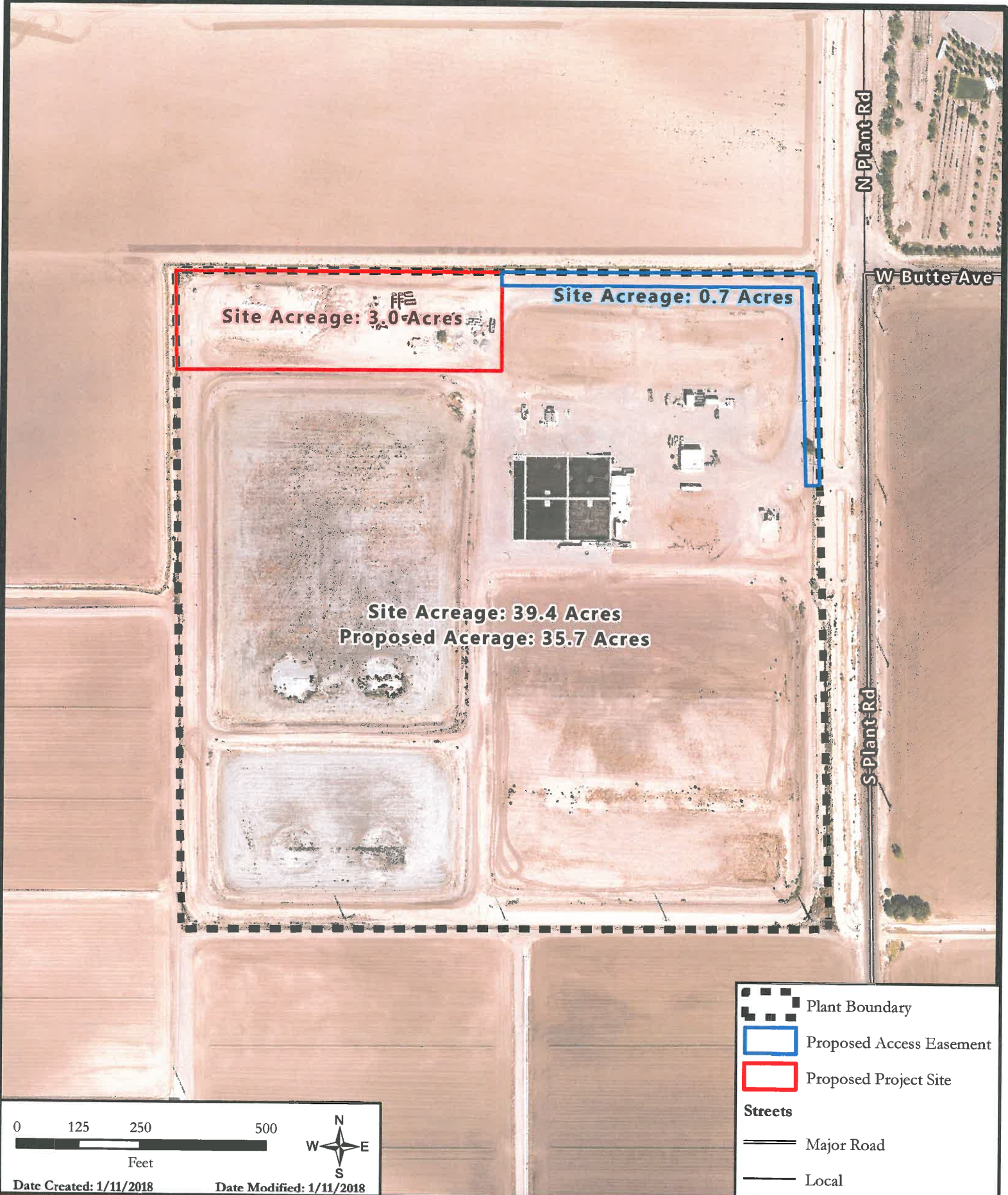
☐ Cash

☐ Credit, Last 4-digits: MC/Visa

☐ Check; number: \_\_\_\_\_

Receipt Number

Initials Case Number



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# Alkame Site



Town of Florence