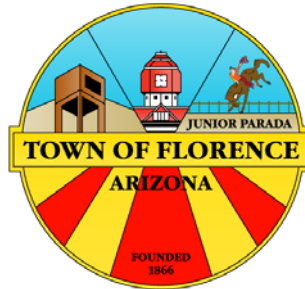


# TOWN OF FLORENCE REGULAR MEETING AGENDA

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



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

**Monday, September 17, 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 Monday, September 17, 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. PRESENTATIONS**

- a. **Pinal County Strategic** Transportation Safety Plan. (Dan Hughes)
- b. **Proclamation to participate** in the Census 2020 Complete Count Committee and encourage every person to be counted. (Jennifer Evans)

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

- a. **Appoint Andrew Simmonds** to the Planning and Zoning Commission with a term to expire December 31, 2021, to fill the vacancy left by Carl Bell; and to appoint Duane Proulx as an alternate to the Planning and Zoning Commission, with a term to expire December 31, 2019. (Lisa Garcia)
- b. Approval of the **August 6** and **August 20, 2018** Town Council Meeting minutes.
- c. Receive and file the following board and commission minutes:
  - i. **July 31, 2018** Historic District Advisory Commission Meeting minutes
  - ii. **August 2, 2018** Parks and Recreation Advisory Board and Planning and Zoning Commission Special Joint Work Session Meeting minutes
  - iii. **June 21, and July 19, 2018** Planning and Zoning Commission Meeting minutes

## **8. UNFINISHED BUSINESS**

- a. **Discussion and possible** reaffirmation of Ordinance No. 270-99 and scheduling a joint work session with the Caliente Board of Directors on date and location. (Mayor Walter)

## **9. NEW BUSINESS**

- a. **Discussion/Approval/Disapproval** of executing a purchase agreement with Greenstone Water Credits, LLC, for Pinal Active Management Area extinguishment credits. (Brent Billingsley)
- b. **Resolution No. 1679-18:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 28, 2018. (Lisa Garcia)
- c. **Resolution No. 1680-18:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 35A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Larry Harmer)
- d. **Resolution No. 1681-18:** A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2018-2019 EMPLOYEE CLASSIFICATION PLAN. (Scott Barber)

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

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


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

## **13. ADJOURNMENT**

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

POSTED ON SEPTEMBER 14, 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> 6a.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Police Department  <b>STAFF PRESENTER:</b> Pinal County Traffic Personnel  <b>SUBJECT:</b> Pinal County Strategic Transportation Safety Plan		<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 checked="" type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

This is an informational presentation requested by Councilmember Anderson to inform Council and our citizens of roadway issues and what is being done to address them.

**BACKGROUND/DISCUSSION:**

The Pinal County Strategic Transportation Safety Technical Advisory Council is made up of traffic engineers, law enforcement, Arizona Department of Transportation and others (Pinal County, AZ). With 539 fatal crashes on roadways within Pinal County between 2007 and 2016, the Sun Corridor Metropolitan Planning Organization, in cooperation with Central Arizona Governments, Maricopa Association of Governments, and Pinal County, is developing a comprehensive Strategic Transportation Safety Plan. The safety study seeks input from community members about potential dangers on the road and areas of concern to help work toward the goal of zero fatalities.

**A VOTE OF NO WOULD MEAN:**

Information only

**A VOTE OF YES WOULD MEAN:**

Information only

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

None



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

# Pinal County Strategic Transportation Safety Plan

## Florence Town Council Meeting September 17, 2018



# Safety Plan Objectives



**Save lives and reduce serious injuries**

- ▶ Identify emphasis areas, safety strategies, and safety projects
- ▶ 4 E's of safety:
  - ▶ Engineering
  - ▶ Enforcement
  - ▶ Education
  - ▶ Emergency services



# Why the 4 E's?



**95% of crashes involve behavior factors**

**Statewide Fatalities:**

- ▶ 50% not using seat belt, child safety seat, helmet
- ▶ 38% involved speeding
- ▶ 34% involved impaired driving

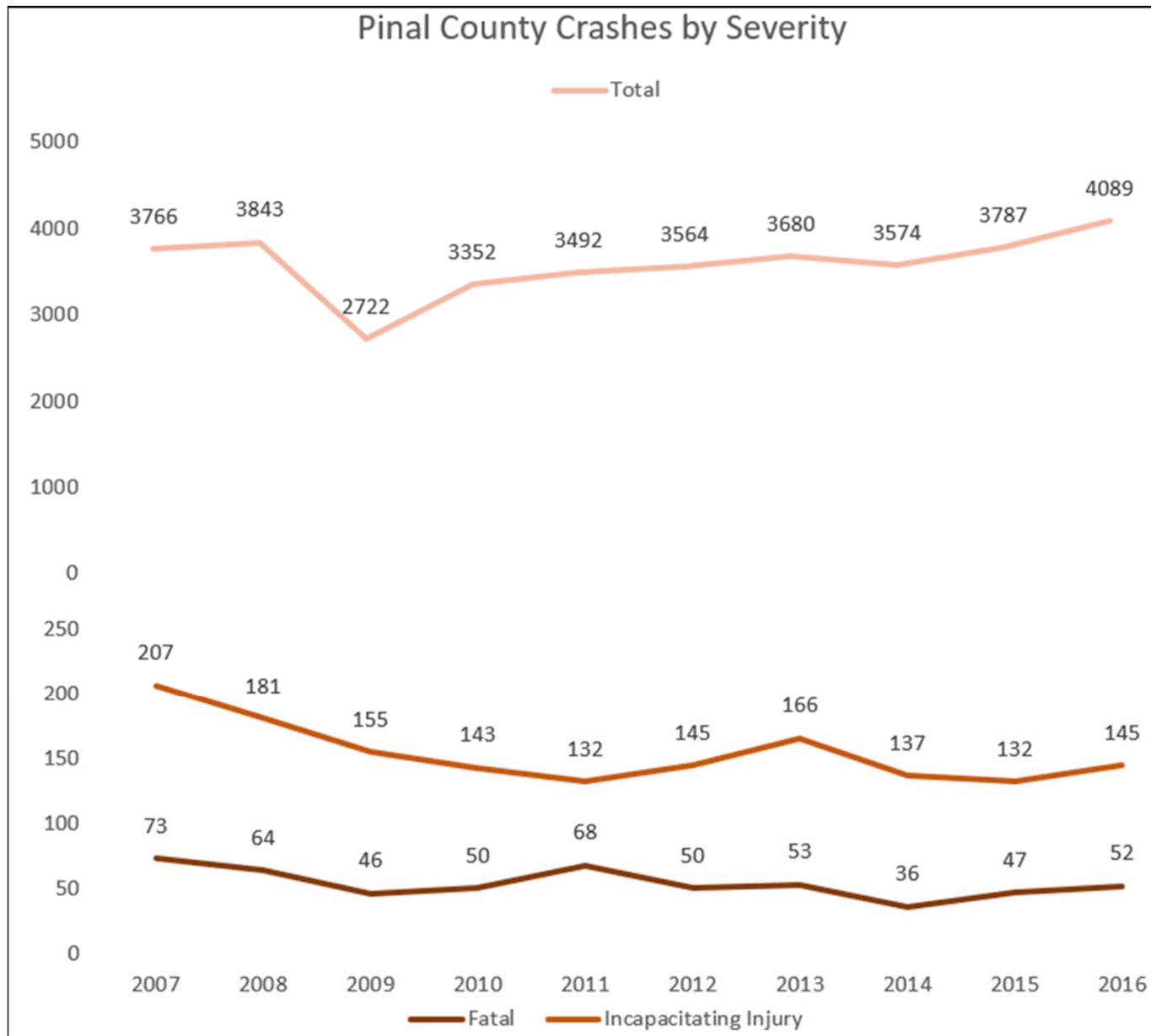
# Crash Data Overview



Pinal County crashes for past 10 years (2007 – 2016):

- ▶ 35,869 crashes
- ▶ 539 fatal crashes
- ▶ 1,543 serious injury crashes
- ▶ 33,787 minor/no injury crashes

# Crash Trends



# Crash Data Analysis



Most **frequent crash** types:

- ▶ 29% rear-end
- ▶ 28% single vehicle
- ▶ 12% angle
- ▶ 9% sideswipe same direction
- ▶ 8% left-turn

# Crash Data Analysis



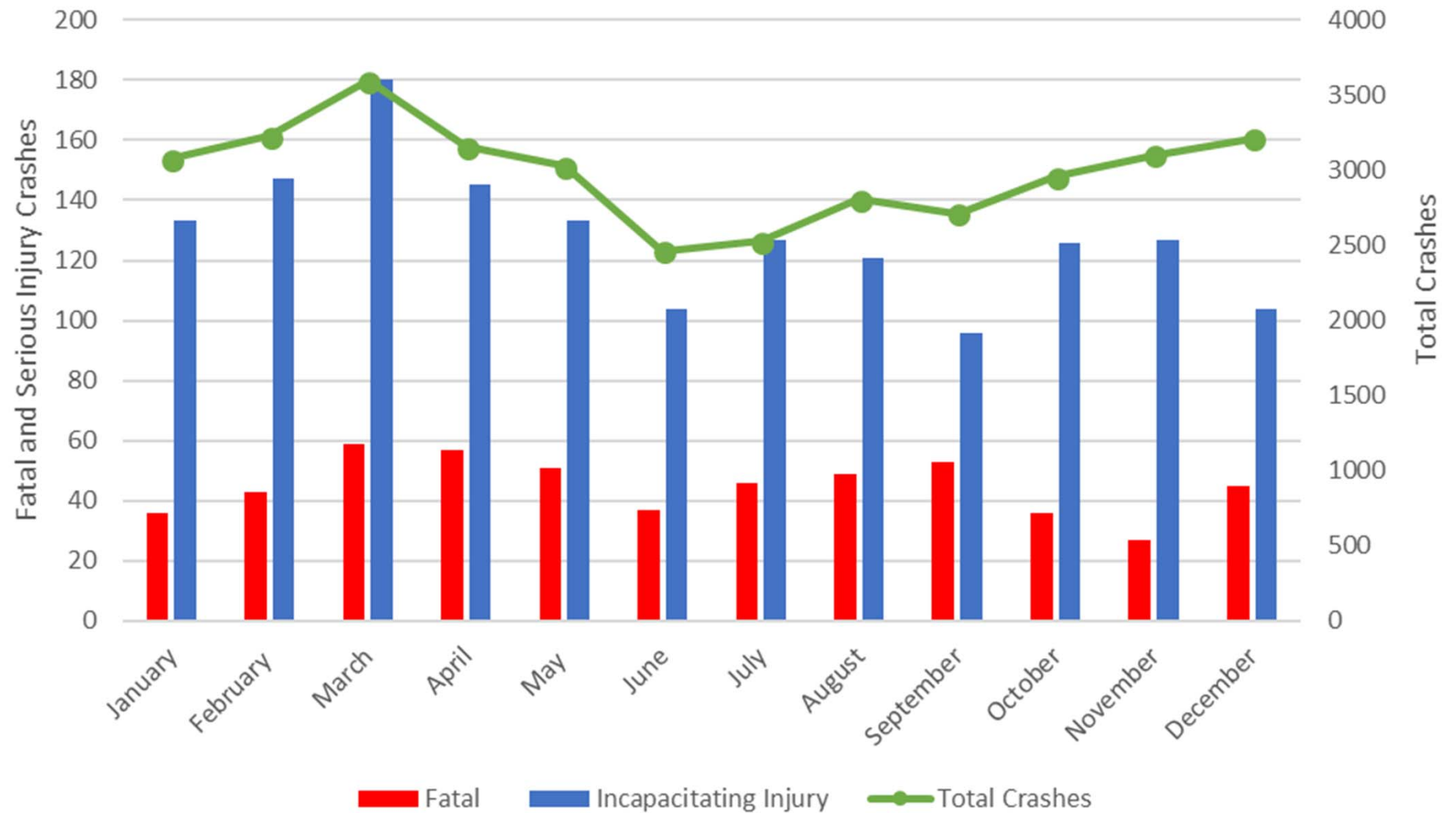
Most frequent **fatal crash** types:

- ▶ 44% single vehicle
- ▶ 13% pedestrian
- ▶ 13% head-on
- ▶ 9% angle
- ▶ 7% rear-end

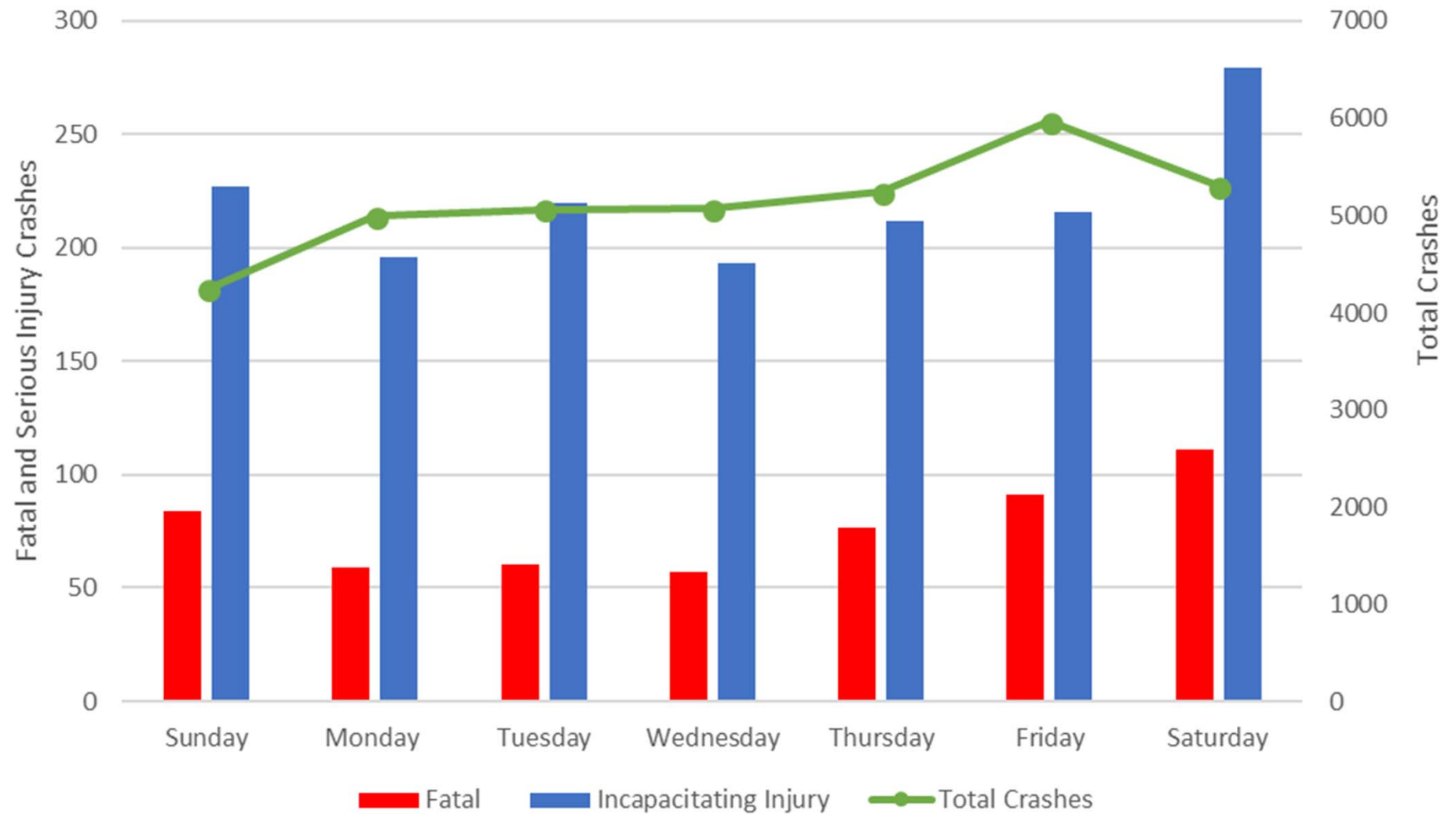
# Crash Type by Severity

Collision Manner	Non-					Total
	Fatal	Incapacitating Injury	Incapacitating Injury	Possible Injury	No Injury	
Rear End	39	251	1061	1726	7281	10358
Single Vehicle	239	627	1566	1102	6585	10119
Angle	49	187	608	833	2768	4445
Sideswipe Same Direction	14	58	184	195	2848	3299
Left Turn	22	153	445	614	1797	3031
Other	21	59	150	167	1427	1824
Rear To Side	0	3	5	17	631	656
Sideswipe Opposite Direction	6	23	75	81	442	627
Head On	68	64	96	84	242	554
Bicycle	12	40	136	145	80	413
Pedestrian	69	76	125	72	52	394
Rear To Rear	0	2	16	15	116	149
Total	539	1543	4467	5051	24269	35869

# Crashes by Month and Severity



Crashes by Day and Severity



# Crashes by Hour and Severity



# Crashes in Agency Boundaries

Collision Manner	Fatal	Incapacitating Injury	Non Incapacitating Injury	Possible Injury	No Injury	Total
Ak-Chin Indian Community	6	3	13	6	41	69
Apache Junction	46	181	486	793	2869	4375
Arizona City	2	8	19	38	94	161
Casa Grande	64	198	914	1322	5927	8425
Coolidge	23	62	200	268	1203	1756
Eloy	23	51	170	156	863	1263
Florence	10	42	99	128	596	875
Gila River Indian Community	110	199	616	499	2783	4207
Kearny	1	1	5	4	19	30
Mammoth	0	4	0	3	11	18
Maricopa	24	50	236	293	1422	2025
Queen Creek	3	3	7	16	70	99
San Tan Valley	13	139	297	406	1887	2742
Superior	2	8	5	8	56	79
Tohono O'odham Nation	5	3	9	11	24	52
Unincorporated Pinal County	207	591	1391	1100	6404	9693
Total	539	1543	4467	5051	24269	35869

# Town of Florence Crashes

Crash Type	Non-					Total
	Fatal	Incapacitating Injury	Incapacitating Injury	Possible Injury	No Injury	
Single Vehicle	1	21	33	37	71	263
Rear End	2	5	16	45	130	198
Angle	2	3	18	18	76	117
Left Turn		5	16	11	67	99
Sideswipe Same Direction			4	5	54	63
Other			3	2	1	46
Sideswipe Opposite Direction	1	2	3	5	19	30
Rear to Side		1		2	18	21
Head On	2	3	1		8	14
Pedestrian	1	2	2	1	1	7
Unknown			1	1	5	7
Rear to Rear				1	5	6
Bicyclist	1		2		1	4
<b>Total</b>	<b>10</b>	<b>42</b>	<b>99</b>	<b>128</b>	<b>456</b>	<b>875</b>



**LOCATE YOUR CONCERNS**

**Online Mapping**

**[gci.mysocialpinpoint.com/pinal-county#](http://gci.mysocialpinpoint.com/pinal-county#/)**

# Next Steps



- ▶ Determine emphasis areas
- ▶ Develop safety strategies
- ▶ Conduct network screening to identify priority locations
- ▶ Identify and develop safety projects

Pinal County systemic rumble strip project includes Arizona Farms Road


# Contacts



**Kathy Borquez**  
**Pinal County**  
(520) 866-6406  
[kathy.borquez@pinalcountyz.gov](mailto:kathy.borquez@pinalcountyz.gov)

**Jason Hafner**  
**Sun Corridor Metropolitan Planning Organization**  
(520) 705-5153  
[jhafner@scmpo.org](mailto:jhafner@scmpo.org)

**Mike Blankenship, P.E.**  
**Greenlight Traffic Engineering**  
(623) 308-6523  
[mikeb@greenlightte.com](mailto:mikeb@greenlightte.com)

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6b.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Proclamation to participate in the 2020 Census Complete Count Committee and to encourage every person to be counted		<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:**

Approve the proclamation to participate in the Census 2020 Complete Count Committee and encourage every person to be counted.

**BACKGROUND/DISCUSSION:**

The U.S. Constitution requires a census of residents every 10 years. Census data is used to determine how many representatives each state gets in Congress. An accurate and complete count is important to the Town of Florence because it determines federal and state grant and aid funding levels, economic development, housing assistance, transportation projects, etc.

The Complete Count Committee will be comprised of representatives from local businesses, government, civic groups, media, and residents. The committee is charged with developing and implementing a 2020 Census outreach, promotion, recruitment, and enumeration assistance plan of action. This plan is designed to target and address the needs of the Florence community. The goals of the committee are to motivate the community to self-respond, educate the public about the importance of the Census, inform the community about Census activities and timelines; involve the community in activities, and increase the Census response rate.

The initial meeting of the Florence Complete Count Committee is scheduled for Thursday, September 20, 2018, 4:00 pm at the Florence Community Center.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not participate in the 2020 Census Complete Count Committee.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence will participate in the 2020 Census Complete Count Committee.

**FINANCIAL IMPACT:**

The federal government uses population data to allocate funds for the following:

- Title 1 grants to educational agencies (school districts)
- Head Start Programs
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- National School Lunch Program
- Highway Planning and Construction
- Public Transportation

In addition, the amount of state shared revenues the Town receives is based on population.

**ATTACHMENTS:**

Proclamation

# Proclamation

## TO PARTICIPATE IN THE CENSUS 2020 COMPLETE COUNT COMMITTEE AND TO ENCOURAGE EVERY PERSON TO BE COUNTED

**WHEREAS**, the United States Constitution requires a Census of the population of our nation every ten years with Census information used to determine how many representatives the State of Arizona has in the United States House of Representatives and is also used to determine districts in our State legislature and local government bodies; and,

**WHEREAS**, individual Census records are confidential for 72 years, are protected under Title 13 of the United States Code and will not be shared with immigration or law enforcement agencies; and,

**WHEREAS**, having an accurate and complete Census count is important to the Town of Florence in determining Federal and State aid and grants, economic development, housing assistance, transportation improvements and many other uses; and,

**WHEREAS**, the Town of Florence is concerned about historically undercounted populations including young children, young adults, elderly, immigrants, migrants, non-English speakers, and homeless; and recognizes that language, culture, trust and other social barriers have historically impeded some people from participating in the census; and,

**WHEREAS**, the Town of Florence agrees that every resident deserves to be counted; and,

**WHEREAS**, an accurate Census count cannot be achieved without local involvement and support and Complete Count Committees are a core strategic element of the Census Bureau to promote the Census; and,

**WHEREAS**, Complete Count Committees exist to plan and implement locally-based outreach campaigns that raise awareness of the Census and are comprised of trusted voices in the community.

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

SECTION 1. The Town Council recognizes the importance of the 2020 Census and hereby establishes the Town's participation in the Florence Complete Count Committee.

SECTION 2. The Town Council further proclaims that every Florence resident counts and deserves to be counted.


**NOW, THEREFORE** I, Tara Walter, Mayor of the Town of Florence, Arizona, do hereby proclaim to participate in the Census 2020 Complete Count Committee and to encourage every person to be counted.

Issued this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Tara Walter. Mayor

ATTEST:

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

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7a.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/ Town Clerk  <b>SUBJECT:</b> Planning and Zoning Commission Appointment		<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:**

Appoint Andrew Simmonds to the Planning and Zoning Commission with a term to expire December 31, 2021, to fill the vacancy left by Carl Bell; and to appoint Duane Proulx as an alternate to the Planning and Zoning Commission, with a term to expire December 31, 2019.

**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 received two applications and interviews were conducted with both applicants. Though, both are qualified, it is staff's recommendation to appoint Andrew Simmonds to fill the vacancy left by Mr. Bell and Duane Proulx as an Alternate.

The Town has had ongoing advertising for the remaining vacancies on the Arts and Culture Commission (2 positions) and Parks and Recreation Advisory Board (1 position) 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.

The liaisons have reviewed the applications and are forwarding the following recommendations to Council. Recommendations are based on each applicant's first choice and no member serving on more than one board at a time.

Staff will advertise for remaining vacant seats as follows:

- Arts and Culture Commission (2 positions)
- Parks and Recreation Advisory Board (1 opening)

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

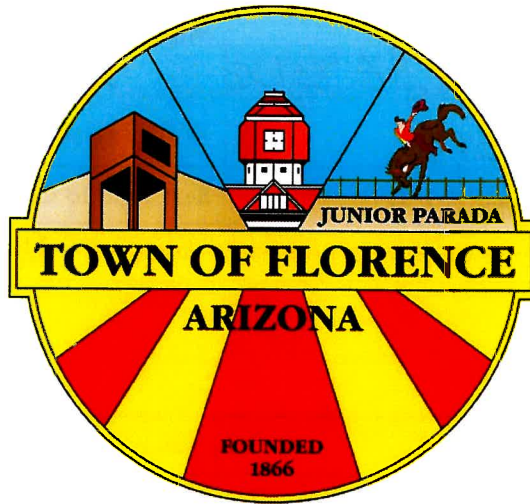
Not Applicable

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Applications  
Boardmember List



# Board and Commission Application

NAME Andrew Simmonds

DATE 8/6/18

Date Received: 8/10/18

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

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

## Board and Commission Application

Name: <u>Andrew Simmonds</u>	Date: <u>7/24/18</u>
E-Mail Address: <u>DrewCSimmonds@gmail.com</u>	
Street Address: <u>2894 N. Hawthorn Dr Florence, AZ 85132</u>	Mailing Address: <u>Same</u>
Home Telephone: <u>520-723-6587</u>	Work Telephone:
Occupation: <u>Programmer Analyst</u>	Best Time to Call: <u>Any</u>
Do you own commercial property or operate a business in Florence? <u>No</u>	
Work/Business Name:	
Work/Business Address:	
Length of Residency in Florence: <u>11 yrs</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:	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)	
<u>1</u> <u>Planning Commission</u>	<u>2</u> <u>Parks + Rec</u>

If appointed, how much time would you be able to devote to the board or commission?	
Hours per week? <u>any req'd</u>	Hours per month? <u>any req'd</u>

Employment History		
Employment Period	Employer's Name and Address	Title
<u>12 yrs</u>	<u>EXPRESS SCRIPTS Tempe AZ</u>	<u>Programmer Analyst</u>
Education		
Name of School, College or University you attended	Degree	Year
<u>Utah State University</u>	<u>N/A</u>	
<u>Northern Michigan University</u>	<u>N/A</u>	
Civic Activities – Service Organizations		
<u>Boy Scouts of America</u>		

What personal and professional experience or background can you contribute to the board or commission? None, other than a family that has grown up here and a desire to see Florence prosper for all that are here

What is the most significant contribution you can make as a member of the board or commission for which you are applying? A fresh perspective and a healthy respect for the policies and procedures of our small town.

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. Other than being involved at the school my kids go to, not much. I want to be more active with my community

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 specifies 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: \_\_\_\_\_

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 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

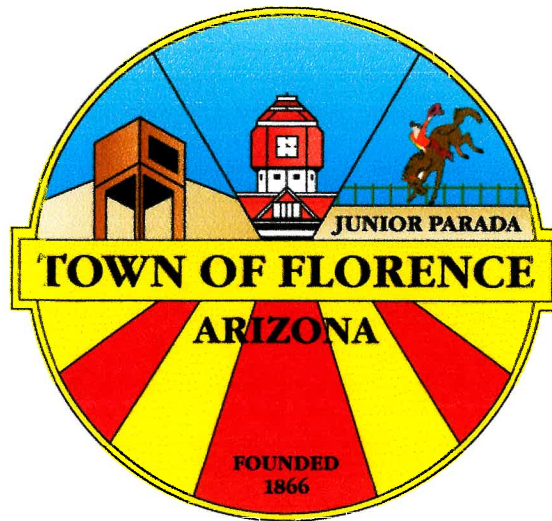
## **Planning & Zoning Commission**

**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.**



# Board and Commission Application

NAME: Diane Proulx DATE: 8/3/18

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

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

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

## Board and Commission Application

Name: <u>Duane Proulx</u>	Date: <u>8/3/18</u>
E-Mail Address: <u>duane_maryproulx@msn.com</u>	
Street Address: <u>7187 W. Autumn Vista Way Florence, AZ 85132</u>	Mailing Address: <u>same</u>
Home Telephone: <u>480-760-1332</u>	Work Telephone: <u>N/A</u>
Occupation: <u>Retired</u>	Best Time to Call: <u>7Am-7pm</u>
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:	
Length of Residency in Florence: <u>5</u> Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <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 provide name of board, commission and/or committee and dates served:	
1. _____ Dates: _____ thru _____	
2. _____ Dates: _____ thru _____	
3. _____ Dates: _____ thru _____	
4. _____ Dates: _____ thru _____	

<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 <u>Planning &amp; Zoning</u>	2 _____
If appointed, how much time would you be able to devote to the board or commission? Hours per week? <u>3-4</u> Hours per month? <u>10-12</u>	

Employment History		
Employment Period	Employer's Name and Address	Title
50 yrs	Bachas' Markets, Inc	U.P. Groc Procurement
Civic Activities – Service Organizations		
ELKS		

What personal and professional experience or background can you contribute to the board or commission? Business - Retail wholesale & retail marketing  
also served on the Boshas Federal Credit Union  
Board as president

What is the most significant contribution you can make as a member of the board or commission for which you are applying? analytical skills gained in soliciting  
& procurement from local & national food  
producers & suppliers

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. \_\_\_\_\_

attended periodically town council meetings &  
most recent meeting at Anthem community center-prop 422

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 specifies 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: \_\_\_\_\_

Date: 8/3/18

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 2<sup>nd</sup> Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 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

## **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 6:00 pm, at Florence Town Hall, 775 North Main Street

## **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 6:00 pm, at Florence Community Center, 778 North Main 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 month at 6:00 pm at Florence Community Center, 778 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 6:00 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.**

**Planning and Zoning Commission  
(3 Year Term)  
Meets the First and Third Thursday of the Month at 6:00 p.m. at Florence  
Town Hall, 775 N. Main Street, Florence, AZ  
5 MEMBERS**

**Chairman**

**Gary J. Pranzo**

420 N. Quartz St.  
P O Box 577  
Florence, AZ 85132  
Home: (520) 868-0591  
Cell: (520) 709-0707  
[Pranzo3@hotmail.com](mailto:Pranzo3@hotmail.com)  
Appointed: 2/1/2016  
Expires: 12/31/2018

**Mike Shoppell**

6665 W. Stoney Quail Way  
Florence AZ 85132  
Home: 520-836-0617  
Cell: 610-223-1054  
[mikeshoppell@gmail.com](mailto:mikeshoppell@gmail.com)  
Appointed: 1/22/2018  
Expires: 12/31/2018

**Vacant**

**Expires: 12/31/2018**

**Robert Smidt**

P O Box 1191  
590 N. King Street  
Florence, AZ 85132  
Work: (520) 868-7250  
Home: (520) 868-9554  
[bobnterismidt@msn.com](mailto:bobnterismidt@msn.com)  
Appointed: 1/22/2018  
Expires: 12/31/2020

**Lonnie Frost**

5724 W. Victoria Way  
Florence, AZ 85132  
Home: (480) 625-2030  
Work: (520) 866-6293  
Cell: (480)-440-9052  
[Lonnie.frost@pinlacountyaz.gov](mailto:Lonnie.frost@pinlacountyaz.gov)  
Appointed: 1/22/2018  
Expires: 12/31/2020

**Council Liaison**

Council Member Bill Hawkins  
130 Campbell Road  
P O Box 1378  
Florence, Arizona 85132  
Cell: (520) 705-1601

**Staff Liaisons**

Development Services  
P O Box 2670  
Florence, Arizona 85132  
Phone: (520) 868-7540

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY AUGUST 6, 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 6:00 pm

**ROLL CALL:**

Present: Walter, Woolridge, Hawkins, Guilin, \*Anderson, Wall, Larsen

\*Councilmember Anderson arrived at 6:03 pm

**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.

**PUBLIC HEARINGS**

**Public hearing to receive citizen's comments on a text amendment to The Development Code of the Town of Florence amending the "Definitions" and "Part 9 Wireless Communications Facilities" Sections 150.031, and 150.180 to 150.184, and for first reading of Ordinance No. 662-18.**

Mayor Walter read Ordinance No. 662-18 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150 OF THE DEVELOPMENT CODE, EXISTING SECTIONS 150.031 "DEFINITIONS" AND "PART 9 WIRELESS COMMUNICATIONS FACILITIES" SECTIONS 150.180 TO 150.184, (CASE PZ 18-21 ORD).**

Mr. Dana Burkhardt, UB Planning & Urban Design Contractor, stated that on February 1, 2018, the Planning and Zoning Commission took action to initiate text amendments to the Florence Town Code to implement the State mandated requirements for Small Wireless Facilities (SWFs)

Florence Town Council Meeting Minutes

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within Town rights-of-way. Staff has consulted with stakeholders, the community at large, and researched best practices from other Arizona communities to develop a policy that will effectively address this mandate. The result of this effort culminates in the proposed draft amendments to the Town Code, Development Code, and the “Small Wireless Facilities Terms and Conditions.”

Mr. Burkhart stated that this agenda item and report addresses proposed Ordinance Number 662-18, a text amendment to The Development Code of the Town of Florence amending the “Definitions” and “Part 9 Wireless Communications Facilities” Sections 150.031, and 150.180 to 150.184.

Mr. Burkhart stated that Town staff is proposing minor modifications to the Florence Development Code to regulate wireless facilities and monopoles within the parameters of HB 2365. Ordinance No. 662-18 would amend the Development Code provisions for wireless facilities to be complimentary to the proposed Town Code Business regulations of Ordinance 663-18.

Mr. Burkhart stated that HB 2365 legislation explicitly allows by right, without a zoning approval process, wireless carriers and wireless infrastructure providers to access the public right-of-way to collocate new small cell wireless sites on city street light poles, utility poles and other structures, build new poles for small cells, and under certain conditions build monopoles and taller utility poles. Among other things, this proposed amendment will streamline the permitting process to install small wireless facilities in the rights-of-way and classify such facilities as a permitted use exempt from zoning review or approval in accordance with HB 2365.

Mr. Burkhart stated that Ordinance No. 662-18 amends the current Development Code provisions for wireless facilities to:

- update the Development Code definitions related to wireless facilities.
- clearly state the purpose and intent of Part 9 – Wireless Communications Facilities.
- clarify the “Administrative Review and Approval” section to exempt small wireless facilities within Town rights of way from zoning review, and defer to the proposed Town Code Section 120 and the proposed Terms and Conditions.
- enhance design review and aesthetic criteria by prohibiting outdated tower designs (lattice and guy-wire) and encourage monopoles, camouflage, and stealth tower design when collocations are not feasible.

Mr. Burkhart stated that the Planning Staff offers the following findings for the consideration of the Town Council:

1. The proposed text amendment addresses the State mandated requirements, within the timeframe imposed. (Policy to be in place no later than three months from the time of receipt of a request to locate a small wireless facility within the Town right of way. No such request has been received to date.)

The proposed text amendment supports the following Strategic Plan Objectives:

- a. Transportation and Infrastructure: Maintain, enhance and expand information technology (IT) infrastructure to pursue the goals, objectives and tasks as established by Town Council and the Strategic plan.

- b. Leadership and Governance: Stay engaged with federal, state, regional and local government and regulatory agencies regarding existing and ever-evolving regulatory requirements.

2. Subject to the health concern of wireless antennas expressed during public comment (see below), the statutes authorize cities and towns to only deny an application if the request does not meet applicable codes that concern public safety or reasonable stealth and concealment requirements. At this time, there is no conclusive evidence or studies linking cellular antenna operations to health problems.

Mr. Burkhart stated that staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. Public Notices for the Planning and Zoning Commission and Town Council Public Hearings were advertised in the local paper, the Florence Reminder. Meetings and public outreach for the proposed text amendment are as follows (\* denotes tentatively scheduled):

June 7, 2018	Planning and Zoning Commission Work Session
June 21, 2018	Planning and Zoning Commission Review/Discussion
July 12, 2018	Neighborhood Meeting (5-6PM Community Center)
July 19, 2018	Planning and Zoning Commission (public hearing)
August 6, 2018	Town Council (public hearing and 1st reading)
*August 20, 2018	2nd Town Council reading (public hearing and action)

July 19, 2018 Public Hearing Testimony:

Elissa Moulton – Is on record requesting additional information of how cellular antennas work and the type of radio frequency they utilize. She also expressed concerns of health impacts from cellular antennas and equipment.

Mr. Burkhart stated that the Planning and Zoning Commission found that Ordinance 662-18 complies with State mandate HB 2365 and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on this proposed text amendment, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

1. Update all proposed text amendment references to “Development Services Department” and “Development Services Director” to reflect the titles and positions currently established in the Town of Florence Code of Ordinances. (Exhibit A includes these updates.)
2. Correct typographical and scrivener’s errors as identified by Commissioner Frost during the discussion. (Exhibit A includes these updates.)
3. Any additional modifications or changes deemed necessary by the Town Council.

Councilmember Wall inquired how power will be provided to the units and if the right-of-way will be disrupted.

Mr. Burkhart stated that it is the provider’s responsibility to do things in accordance within the Town’s guidelines. They also need to coordinate with the power utility to determine where the power will come from and how it will be metered.

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Mr. Brent Billingsley, Town Manager, stated that with the new law, the Town has lost some control as to who is located in the right-of-way and the requirements therein. The new law takes away some of the Town's ability to control that right-of-way. All that the Town can do is require a right-of-way permit to gain access.

Councilmember Wall inquired what would happen if the Town received multiple requests from different companies and can one pole have more than one small cell unit.

Mr. Burkhart responded that one pole can have more than one small cell unit on it. The intent is that multiple providers will want to come to the community. Staff would look at the locations, and co-locations is preferred in some instances; however, it will be dependent on the pole itself. He stated that they would not want to over burden one area or pole.

Mr. Billingsley stated that design review would consider the wind and vertical loads. He explained that a monopole will condense the location and reduce the amount of impact.

Councilmember Wall inquired if there are any provisions for securing the ground equipment from vandalism.

Mr. Burkhart stated that securing the equipment would be part of the design review process. He stated that common practice is to place the equipment underground and have it locked in a vault. He stated that it is their responsibility to secure their equipment and there are guidelines pertaining to this.

Councilmember Hawkins expressed his concern with the installation of small cell towers in the downtown area because the equipment would need to be underground; however, and the damage it can cause by tearing up the sidewalks and the damage that the vibrations can cause to the historical buildings. He stated there is no place for the boxes to be placed on Main Street.

Mr. Burkhart stated that the small cell towers is a demand issue and a provider selecting a pole on Main Street would be unlikely in the future. He stated the Town Code has assurances to protect the buildings on Main Street.

Mr. Billingsley stated the wireless companies will want to avoid the Historic District for a variety of reasons, mainly because of federal laws pertaining to historic districts. They would look for a place that is centrally located and will give them coverage that is not on Main Street because it would be a more difficult process to go through.

Councilmember Anderson inquired what the capacity or coverage is for one of the units.

Mr. Burkhart stated that it is intended to be very local. They are normally located in an area that has a lot of data usage such as a stadium.

Discussion occurred on various scenarios where providers would put in a small cell. It is based on data usage, enhancement of the network based on demand, and where this is a disruption of service.

Mr. Billingsley stated that there is a two-phase approach to cell towers. Eventually the large towers will be phased out. The first city to go to 5G and only use small cell will be Houston, based on an article he read. He stated, that ultimately, this is a change in technology, and the small towers will be replacing the large towers.

Vice-Mayor Woolridge inquired if a company requests a certain pole, is the Town able to offer a different pole.

Mr. Burkhart stated that the statute is specific on making it an administrative approval process, so the Town could have a conversation with the company regarding the poles.

Councilmember Larsen is concerned about consumer protection and inquired if the Town has the legal ability to prevent the small towers from being in residential areas or high-density areas.

Mr. Burkhart stated that the Town would be overstepping their boundary and it would be a zoning issue. The legislation was designed to negate that specifically.

Mayor Walter stated that the Town has wooden poles and they have been known to snap during the storms. She inquired about usage of those poles.

Mr. Burkhart stated that the company has to show structural support and it would be the building and engineering's responsibility to review the structural design and integrity of those existing poles. Staff can test and inspect the poles before and after the proposal. A third party may be required to certify that pole as well. If the Town finds fault and is specific in the terms and conditions, it is the provider's full responsibility to indemnify the Town from any accident or issue, inclusive of full repair and compensation to the Town for all the damages incurred.

Mayor Walter opened the public hearing. There being no public comment, Mayor Walter closed the public hearing.

**Public hearing to receive citizen's comments on a text amendment to the Florence Town Code of Ordinances to add Section 120 "Small Wireless Facilities" to Title XI Business Regulations and for first reading of Ordinance No. 663-18:**

Mayor Walter read Ordinance No. 663-18 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XI "BUSINESS REGULATIONS", BUT NOT LIMITED TO, NEW PROVISIONS REGARDING SMALL WIRELESS FACILITIES AND RATES AND FEES FOR USE OF THE PUBLIC RIGHT OF WAY AND TOWN STRUCTURES, (CASE PZ 18-22 ORD).**

Mr. Burkhart stated that this ordinance will insert in the business regulations into the Town Code. He stated the Town did receive two comments: Tom and Elissa Moulton had concerns regarding installation of a small cell on the pole outside the front of the home and health concerns regarding what the small cell will radiate. There concerns were addressed with them and the Planning and Zoning Commission.

Mr. Burkhart stated that the Planning and Zoning Commission has forwarded a recommendation for approval with the following findings:

1. The proposed text amendments and Terms and Conditions address the State mandated requirements, within the timeframe imposed (policy to be in place no later than three (3) months from the time of receipt of a request to locate a small wireless facility within the Town right of way. No such request has been received to date.)
2. The proposed text amendments and Terms and Conditions support the following Strategic Plan Objectives:
  - a. Transportation and Infrastructure: Maintain, enhance and expand information technology (IT) infrastructure to pursue the goals, objectives and tasks as established by Town Council and the Strategic plan.
  - b. Leadership and Governance: Stay engaged with federal, state, regional and local government and regulatory agencies regarding existing and ever-evolving regulatory requirements.
3. Subject to the health concern of wireless antennas expressed during public comment (see below), the statutes authorize cities and towns to only deny an application if the request does not meet applicable codes that concern public safety or reasonable stealth and concealment requirements. At this time, there is no conclusive evidence or studies linking cellular antenna operations to health problems.

Mayor Walter asked Mr. Burkhart to recap what he shared with the couple who had health concerns and radiation regarding the small cell towers.

Mr. Burkhart stated that there is no definitive evidence of wireless antennas causing any health impacts. There is no documentation or study that exists that show health concerns and radiation issues; and for that reason, the State was very confident requiring that we have to put them in those places and that there be no zoning separations from people or structures.

Mr. Burkhart stated that the Town has an RF Frequency Spectrum that explains a simplistic term how radio frequencies work. He explained how the frequencies work. He stated that he is not aware of any communities that have denied any permits strictly on the reason of health concern.

Councilmember Anderson thanked the Council for the work on this; it was a tedious process.

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

**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. **Authorize the purchase of seven Panasonic Toughbook 33s Mobile Data Computers with keyboards and docking stations, from Mobile Concepts Technology, in an amount not to exceed \$32,802.63.**

- b. Approval to purchase new cardio fitness equipment from FITLOGISTICS, through Mohave Cooperative (17H-FIT-0930), in an amount not to exceed \$36,922.03.**
- c. Approval of the 2018 Town of Florence Title VI Implementation Plan and Americans with Disabilities Act Transportation Policy.**
- d. Proclamation declaring August 2018 as Child Support Awareness Month.**
- e. Proclamation declaring August 2018 as Drowning Impact Awareness Month**
- f. Approval of accepting the register of demands, ending April 30, 2018, in the amount of \$3,905,277.74.**

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to approve the Consent Agenda, as written, with the removal of Item f.

- f. Approval of accepting the register of demands, ending April 30, 2018, (June 30, 2018) in the amount of \$3,905,277.74.**

Councilmember Wall stated that the Warrant Register's period ending should be June 30, 2018, rather than April 30, 2018.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to approve the accepting the register of demands, ending April 30, 2018, in the amount of \$3,905,277.74, correcting the ending date to June 30, 2018.

## **NEW BUSINESS**

### **Discussion/Approval/Disapproval of the Community Development Block Grant Appeal initiated by Catherine Vargas.**

Mr. Clifford L. Mattice, Town Attorney, stated the following:

*The Town adopted a Grievance Procedure in 2011. There is a resident in Town that took advantage of that Grievance Procedure. This evening, we have advertised for a hearing consistent with the Procedure, and as part of that hearing, we are going to have our Grants Coordinator present the factual background. If our resident would like to speak during the hearing she is entitled to do that also. So, that is kind of the procedure I suggest we take, and will allow Jennifer (Ms. Jennifer Evans, Management Analyst) to start out.*

Mr. Jennifer Evans, Management Analyst, stated the following:

*Good Evening, Madam Mayor, Vice-Mayor, and members of the Council, I just wanted to give a brief overview of our public participation process as it pertains to the Community Development Block Grant Program. We follow the rules of the Arizona Department of Housing when it comes to allowing and encouraging public participation in how to use CDBG funds. That process entails holding at least two public hearings, which we did in this most recent application process. On May 24<sup>th</sup>, we had a public hearing, here in this room, and actually no one attended, but it was*

*advertised in our local Florence Reminder newspaper as well as we posted notices in three different places to advertise the hearing. Those locations are here at Town Hall, at the Police Station, and at Fire Station No. 2. In addition to that, we typically have brochures for each public hearing that has the date, place, and the subject matter, which is the CDBG Application Process, included in that brochure.*

*On the second hearing which was held on June 18<sup>th</sup>, it was a public hearing during a Town Council meeting, as you may remember, there was a hearing process where people could let the Council know their desire on how to use the CDBG funding. Then the Council adopted a resolution to apply for a specific project. During that meeting, the Council chose to use the CDBG funding allocation for public works water line improvement project.*

*The second hearing was properly noticed in the newspaper as well as public notices being placed here at Town Hall, Police Station and Fire Station in addition to the brochure. During that process, Ms. Vargas contacted me and indicated that she could not make it to the June 18<sup>th</sup> public hearing, so I mailed her a public input form that she could return. That is another way that the public can give us their input on how to use those funds. So that is kind of a brief overview of that process. We followed all of the rules and regulations from the Department of Housing and we have to document all of those hearings and that is submitted with the application.*

*Now the CDBG Application for water line improvements was submitted last week on August 1<sup>st</sup>, which was the deadline. I will be glad to answer any questions.*

Mayor Walter stated the following:

*Thank you, are there any members of Council who have any questions regarding Ms. Evan's presentation?*

*I do not have any questions either.*

*At this time, I would like to call up Ms. Catherine Vargas, if you would like to speak.*

Ms. Cathy Vargas, Florence Resident, stated the following:

*Madam Mayor, Madam Vice-Mayor, and Town Councilmembers: My name is Catherine Vargas, I go by Cathy Vargas, which is my maiden name. My mother was born in Florence, her name was Celia Feliz, and is Vargas now. She is from the Felix and Feliz families that still live in this Town. I am a home owner of 27 years at the end of this month, and my house was built in 1959. I have two children, Perry Purden. He has two daughters 21, and 10. My daughter's name is Amy Marie Garcia. She lives here in Town, in Florence, and has two children, ages 5 and 2.*

*I currently make an annual salary of \$33,443. There is an error on page, hopefully you got this packet, there is no page number. It was the typed version of my complaint, my formal complaint and down at the bottom it says my income is, where it says SSP, that is SSD. I am on Social Security Disability and on Arizona State Retirement.*

*Approximately 13 years ago, I got sick. I was diagnosed with a chronic illness called Hypogammaglobulinemia, which is a common (inaudible) immune deficiency disease and it*

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*affects your white blood cells, so my immunity is broken. Therefore, I receive treatment, which is called an infusion, and I receive that in my home every three weeks. My nurse comes to my house and give me my infusion, and it takes approximately five hours, and then my immunities are built back up for a while until they die again. This is a chronic illness and I will have this illness for the rest of my life. There is no cure, only treatment.*

*With this illness, I also contracted a chronic asthma that happened at work when I got sick during the construction and my illness manifested into the chronic system that it is today. So, my asthma is not like the normal person's asthma. My asthma is like the Boy in the Bubble disease because basically that is what my illness is under. (Inaudible) Immune Deficiency Disease is under the umbrella of severe combined immune deficiency which is the Boy in the Bubble Disease. So, he has no immunities, I have partial immunity; therefore, I receive my gamma globulin treatment fusion every three weeks to keep me healthy.*

*Although, I am still prone to sickness and I could still die from a common cold. I also have had two back fusion surgeries, my total right knee replacement, my neck was fused one year ago, and I have Fibromyalgia.*

*I live at home alone. My children are grown. I live there with my dogs. Though my children grew up there, and we all graduated here from Florence High School.*

*My application was submitted on June 22, 2014, that was over four years ago. I don't know if you were aware of that or brought to your attention when you made this decision. At that time, Ernie Feliz, who is also my cousin, was the Grants Coordinator for the Town of Florence. He put a nice article in the paper which mentioned what the CDBG Grant was and several people applied. As you can see, all of the applications, on Page 2 on the Town of Florence Application Waiting List, there were eight people that applied and probably got the grant ahead of me. But I do want to make note, that I was the fourth person on the waiting list, rather than all of those other people.*

*I want to state, here on Page 7, let me double check, hopefully you have your packet. I'm sorry, I'm a little nervous. Let me go to the amount that I applied for was the low moderate benefit. I met the income guidelines at that time.*

*In this grant, it states that applicants will be received, it's on Page 7 of the Housing Rehabilitation Program Guidelines, so on Page 7, it states on the top paragraph, applicants will be received and processed on a first come, first serve, basis. I was the fourth person to apply four years ago, and my income at that time met the guidelines for the low and the moderate.*

*Because of my illness, it is very important for me to get this grant. It will help with the air quality in my home. My heating has never been replaced. My air conditioning is quite old, over 23 years old, and my roof has never been replaced. I keep all of my medical supplies in my house so it is there for my nurse. The only thing delivered to my house is my gamma globulin by Fed Ex and some of those things that have to be sent by the pharmacy and those are delivered a few days before my infusion. So my nurse is going to come with her bag, and her company is called Briova, the nursing company, and she is going to come with her bag, and she sets up in my kitchen. She hooks up my IV and then I go into my bedroom and lie there for about five hours, and she gives me vitals and everything in between.*

*Therefore, it will help with the air quality in my home. It will help to keep it clean and safe and healthy so that my immune system is not compromised in any way.*

*Now the letter dated July 13<sup>th</sup>, from Ms. Evans, states, "While your income is within the low-income limits, the Town used funding to complete housing rehab projects for residents within the close to very low 50% income limits". She is referring back to the original letter that she sent me November 12<sup>th</sup>, which she inquired about as to why I didn't qualify when I was told, I was, met under those guidelines.*

*The letter of November 12, 2015 that she sent me stated: "It has been determined you are not eligible to participate in the Town of Florence Rehabilitation Program at this time. This is because your income, your household income appears to exceed the amount under the funding available by the State Housing Fund Program". That is not true, because if you look at her letter that she sent me on July 13<sup>th</sup> she states right there: "While your income is within the low 80% income limit, the Town used funding to complete rehab projects for residents within the close low to very low 80%".*

*I understand that people needed more help than I did because of their income. I understand that, that is perfectly understandable, but why would I have to wait four years? I have been asking for help constantly. Last year, I asked for help when I had a leak in the house and it created mold. Do you know what mold does to you? Do you know that your insurance company won't pay to have the mold removed?*

*I contacted Ms. Evans and asked for help. I asked for emergency help. She said no funds were available. I asked "Can you please take it to Town Council, let them know I have an emergency situation and need to get this mold removed?" Her answer was "As you saw in my letter, there are no funds available, and if there were, I would know of them".*

*Therefore, I respectfully ask you to please take a look at all of this information and if there is another grant out there, as so she says, then why did she state in this letter "the application and income data to me" when I filed my complaint July 13, 2018, "the application and income information (inaudible) were submitted on June 27<sup>th</sup> of this year" when I filed my complaint "will not be accepted because the Town does not currently have active owner-occupied housing rehabilitation program".*

*I just would like to ask for you to please take a look into my, this matter, and let me know what you decide. Thank you for giving me the time to bring this to your attention.*

Mayor Walter stated the following:

*Thank you, Ms. Vargas. Mr. Billingsley*

Mr. Billingsley stated:

*Yes Ma'am.*

Mayor Walter stated the following:

*I'm sorry, I thought you wanted to say something.*

Mr. Billingsley stated:

*No, no.*

Mayor Walter stated the following:

*Ok, is there any member of Council who has anything to ask or clarify at this time.*

Councilmember Wall, stated the following:

*I would just like to say that personally I am not unsympathetic to the plea that Ms. Vargas has made. We have to look back at the process through which we applied for the CDBG grant this year which is a totally separate undertaking from that which was applied for several years ago, and under which Ms. Vargas' application was considered. The Council did make a decision several meetings ago to apply for a different project than housing rehabilitation and it was felt that the was the best use of the funds in our current situation.*

*Although I am not unsympathetic I feel that we do need to stay with the decision that Council made, and if it is appropriate, I don't know that we need a motion but I would move to reinstate the decision that the Council made previously.*

Mayor Walter stated the following:

*Ok, is that your motion?*

Councilmember Wall stated the following:

Yes.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to re-instate the decision that the Council made previously.

**Ordinance No. 664-18: First reading:**

Mayor Walter read Ordinance No. 664-18 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING SECTION § 32.200 ET SEQ., ESTABLISHING A YOUTH COMMISSION IN THE TOWN OF FLORENCE.**

Mr. John Nixon, Recreation Superintendent, stated that in 2017, the Town Council adopted a Strategic Plan that included the creation of a youth commission as an objective related to Community Vitality. Staff has now drafted an application and bylaws for the proposed Florence Youth Commission for the Town Council's consideration.

Mr. Nixon stated that this application and bylaws to create a Youth Commission would further the Town Council's and Town Staff's commitment to improve the quality of life for Florence teens by direct representation in issues which affect them. Our current Florence Teen Council (FTC), created in July 2016, emphasizes the planning, coordination and implementation of teen programs and events. While the FTC has occasionally expanded into areas of community service, its emphasis remains in programming and events.

Mr. Nixon stated that the vision for the proposed Youth Commission shifts emphasis to involvement with town government operations and to serve as a direct voice to the Mayor and Council. If Council approves the creation of the Youth Commission, we predict that both youth organizations will at times, work together in various capacities; however, the main emphasis for the Youth Commission, will be its dedication to representing the interests and desires of our local youth and recommending issues, concerns and policies to Town Staff and the Mayor and Council,

Mr. Nixon stated that they took ideas from other Commissions who are doing very well for the bylaws and utilized information from Mr. Bryan Hughes, Community Services Director, who has experience with other youth commissions in Fountain Hills.

Mr. Nixon stated that he also has experience with Youth Commissions in Prescott Valley and Maricopa. From his previous employment in the education field, he learned that teens want an outlet for their creativity, energy, ideas and voices. He stated that the establishment of a youth commission would meet the Teen's outlet and the desires from teens in the communities.

Mr. Nixon stated that the Town has had a teen council for two years and they are doing well. He stated that their emphasis is on establishing programs and events for the youth in the community. The Youth Commission will take a different direction and will be involved directly in the government. They will be a voice and serve in an advisory capacity to the Mayor and Council for policies and procedures as well. There will be opportunities for the Teen Council and the Teen Commission to work together on certain projects.

Mr. Nixon stated that pending approval, staff will begin recruitment efforts immediately. A committee consisting of Mr. Hughes, Ms. Alison Feliz, two members of the Parks and Recreation Advisory Board and himself to review the applications and make the recommendations to Council for consideration. The Youth Commission will consist of five members and two alternates.

Mayor Walter stated that she is supportive of the Youth Commission. She inquired how did they come up with the 2.0 GPA. She thought of some of the other programs and their requirements. She inquired if they are set on the 2.0 GPA.

Mr. Nixon stated that they are not set on the 2.0 GPA and can be reconsidered. He stated that the 2.0 GPA is the best guideline in making it available to as many deserving students as possible. He reviewed over 12 sets of guidelines from various communities and the average was 2.0.

Mayor Walter stated that the average GPA to enter into college is 3.0 and when you provide your youth the opportunity to serve on a commission, it gives them an edge competitively towards achieving those scholarships. She asked that they consider bring the GPA up to 2.5.

Mr. Nixon stated that they will consider modifying the GPA if it is Council's direction.

Mayor Walter inquired if the same guidelines regarding terms and filling of positions will apply for the Youth Board as they do for the other Town boards and commissions.

Mr. Nixon replied that it is his understanding that they will be treated the same. He stated that is why they have two alternates appointed as well. The first alternate would serve the remaining term should a commission member resign.

Mayor Walter stated that she is in favor of the youth being engaged in the community and the government process. She will support the 2.0 and 2.5 GPA. She stated that the 2.5 GPA may inspire the students to do better.

Mr. Nixon explained that students with the higher GPAs will be considered over those with a lower GPA.

Councilmember Larsen stated that those with 2.0 GPAs are limited on what they can participate in should they desire to go to college. She stated that it may provide an incentive for them to raise their GPA once they are enrolled in the program. She stated that she is in favor of leaving the GPA at 2.0 as it will provide an opportunity for more students to be able to qualify for the program.

Councilmember Wall inquired how the meetings will be conducted and will the same rules as the Council, board and commission meetings apply, such as Roberts Rules of Order. She inquired if Council or staff have any input on their meetings.

Mr. Nixon stated the order of the meeting is outlined in Article III of the Youth Commission Guide. He stated that he will run the first meeting and the Commission will elect a Chair, Vice-Chair and Secretary. The Chair will then run the meetings.

Councilmember Wall inquired if the Commission will provide reports to the Council, like the other boards and commissions.

Mr. Nixon stated that the Commission can provide reports to the Council, should they so desire.

Mayor Walter would like the Commission to meet in the Council Chambers. She would also like to see the meetings televised.

Mr. Nixon stated the Youth Commission Guidelines state that the meetings will be held at the Community Center; however, they can change the guidelines to reflect the Council Chambers as the meeting place.

Councilmember Guilin stated that she agrees with Councilmember Larsen with regarding to keeping the GPA at 2.0. She stated that students who have creativity, diversity and personalities that support this kind of a commission should not be eliminated. She believes everyone deserves a chance.

Vice-Mayor Woolridge stated that there are some students who don't inspire to go to college and agrees with the 2.0 GPA.

Mr. Billingsley stated the Youth Commission will be the same as all other boards and commissions. Certain items will be added to their agendas from staff's perspective, such as the General Plan. He stated that they will generate minutes and will be provided to Council for approval.

Mr. Billingsley stated that not all boards and commissions are filmed and recorded and there is a commitment from the Council to pay staff overtime. It will require two staff members for each meeting, so this is a consideration.

Mayor Walter asked if the local high school students could help with some of those duties.

Councilmember Larsen stated that she served on a similar board when she was in high school and their Youth Commission oversaw the teen council. She suggested that this may be an option for the Town's Youth Commission.

### **Resolution No. 1675-18: First reading**

Mayor Walter read Resolution No. 1675-18 by title only.

### **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING SMALL WIRELESS FACILITIES IN TOWN RIGHTS OF WAY TERMS AND CONDITIONS.**

Mr. Burkhart stated that the terms and conditions are that the Town is the lightning rod for the Town's stakeholders. The Town follows the best practices from the metropolitan area. Arizona is one of the first states to employ such a statute. The terms and conditions are solid, and the stakeholders' responses confirm that. This set of terms and conditions will go along with all of the licenses that come before the Town as well as the permits. It provides the foundation and guidelines of how the Town interacts and issues permits and approves wireless facilities and oversee their operation.

Mr. Burkhart stated that there are standards for installation, operation, and maintenance of small wireless facilities in the rights-of-way. It also addresses operation interferences and emergency disruptions. It also outlines the safety program and indemnifies the Town.

Mr. Burkhart stated that the Planning and Zoning Commission forwarded a favorable recommendation to approve with the amendments that are included.

### **Discussion/Approval/Disapproval to approve an addendum to the Solid Waste Services Agreement with Right Away Disposal, to add three Community Clean-Up Days and have the Town pay for residents to use the Right Away Disposal Transfer Station, located at 3755 South Royal Palm Road, Apache Junction.**

Mr. Benjamin Bitter, Assistant Town Manager, stated that staff was directed to issue a Request for Proposal (RFP) for Landfill or Transfer Station Services. Staff has issued out the RFP and expects to receive responses by August 17, 2018. Staff anticipates having a recommendation to Council at the September 4, 2018 Town Council meeting.

Mr. Bitter stated that staff also received direction at the Council meeting to provide some sort of interim solution. Due to the large storm that hit, and the extensive damage to the trees and debris left behind, the Town worked with Right Away Disposal (RAD) to have two 40-yard roll offs delivered to the Town, so the residents would have someplace to dispose of their debris. The roll outs were placed at the Community Center and both bins were filled.

Mr. Bitter stated that the Town has provided an addendum to the existing RAD contract, such as a task order for Council's consideration. The task order would add three community clean up days, which would allow for quarterly clean up days. The Town would also advertise the quarterly dump days that Pinal County offers. By doing so, there are dump days available every six weeks. The Town would also pay for residents to utilize the RAD transfer station in Apache Junction, Arizona. Staff does not anticipate that the cost will increase. There has also been a decrease in price compared to what the Town was previously paying at the other transfer station.

Councilmember Wall stated that each additional dump day could cost the Town approximately \$3,000; however, in the task order, the cost is estimated at \$4,080. She inquired if one of the options is removed to account for the decrease in cost.

Mr. Bitter stated that the hazardous waste adds a large cost; however, residents are not able to dispose of hazardous waste when the Town had the contract with the previous transfer station. The Town would not be able to offer free hazardous waste disposals four times per year due to the cost and the equipment needed to accept the hazardous waste.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried (7-0) to approve an addendum to the Solid Waste Services Agreement with Right Away Disposal, to add three Community Clean-Up Days and have the Town pay for residents to use the Right Away Disposal Transfer Station, located at 3755 South Royal Palm Road, Apache Junction.

**Discussion/Approval/Disapproval of a Land Use Approval Process Agreement by and between the Town of Florence, a municipal corporation, and Pulte Home Company L.L.C., a Michigan limited liability company.**

Mr. Billingsley introduced Mr. Randy Crispen, Pulte, who is present at the meeting.

Mr. Billingsley stated that staff has been working on this agreement for two years. He stated that the Town entered into two separate development agreements, in 2003 and 2005. One of the agreements pertained to Anthem, as a whole, and the other pertained only to Anthem at Merrill Ranch, specifically Pulte. He stated that there are several years remaining on the agreement and there have been many issues between both parties that needed further clarification.

Mr. Billingsley stated that the Land Use Approval Process Agreement is not an amendment to either of the Development Agreements, but merely a clarification of the expectations between the two parties and how we do business together.

Mr. Billingsley stated that modifications to the agreement were made this morning (August 6, 2018) and the final version of the agreement has been provided to Council on the dais. He outlined the redlines, which include:

- Page 1: date changed from July to August

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- Page 1: header was changed
- Page 5: corrected two dates which stated 2035. The actual expiration of the agreement is 2038.
- Page 6 Section C: The word “date” was added after the word “effective”.
- Page 6 Section D Payment: The words “anniversary of the effective date in 2022” were added with respect to payment of the Development Impact Fee after 2023.

Councilmember Wall stated that the word “if” needs to be inserted in Benchmark 3A prior to the words “3,045 residential units have not received final approval”. She also inquired what the difference is between 3A and 3B.

Mr. Billingsley stated that final version includes the correction with the word “if” added. He stated that the existing agreement had some requirements which were necessary by 2018. One of the requirements had to do with a certain amount of units that needed to be platted by December 2018 and the other had to do with units that had to be built by 2018.

Mr. Billingsley stated that with the downturn in the housing market, and one of the main things that Pulte desired as part of this agreement, was that the Town take a serious look at what has actually transpired in the partnership as it relates to those deadlines. As part of that negotiation, Pulte stated that there are two CFDs which are slightly different products and there are slightly different desires for how we will go forward from now to build out. The intent is to extend that date to a reasonable time period based on the absorption that is occurring in Anthem and the difference between the two CFDs.

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried (7-0) to approve a Land Use Approval Process Agreement by and between the Town of Florence, a municipal corporation, and Pulte Home Company L.L.C., a Michigan limited liability company.

## **MANAGER’S REPORT**

Mr. Billingsley welcomed back Fire Chief David Strayer, who was at the Executive Analysis Community Risk Reduction Training at the National Emergency Training Center in Maryland. He has created a report similar to a Master Thesis on Community Risk Reduction within the Historic District and fires.

Mr. Billingsley stated that the Town has a new Kubota Tractor.

Mr. Billingsley stated that Florence was voted as the Safety City in Arizona again. Florence moved from No. 1 to No. 3 last year and we are back at No. 1 this year. The length of research that is done is impressive.

Mr. Billingsley stated that the Police Department was awarded \$13,490 from Arizona Department of Homeland Security. The money will be used to purchase radios. He thanked Lt. Terry Tryon for his work on obtaining this grant.

Mr. Billingsley stated a new law went into effect his week regarding development plans. The Town’s Redevelopment Plan was approved in 2009 and the new law states that the Plan must be re-approved every 10 years or it will be deemed invalid. There are other things as to what the

plan can include, must include, cannot include, and the size of area that it can encompass. Funding has been budgeted in this fiscal year and next fiscal year to update the General Plan. Staff has received two grants to complete the necessary studies for the General Plan Update, so there is funding available. Staff has been directed to create an RFP to update of the Redevelopment Plan. There will be an opportunity for public input, so they can satisfy the State Statute.

Mr. Billingsley stated that there will be a public meeting on Wednesday, August 8, 2018 at 12:00 pm, at the Community Center and a public hearing will follow that evening at 5:30 pm, also at the Community Center with respect to the Aquifer Protection Permit relating to the Johnson Utilities Section II Wastewater Treatment Plant.

## **DEPARTMENT REPORTS**

**Community Services**

**Courts**

**Development Services**

**Finance**

**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 inquired of Mayor Walter what does the denial of the Regional Transportation Authority (RTA) mean.

Mayor Walter stated that it pertains to the one-half cent sales tax that the voters in the most recent election approved a plan and the funding mechanism. There were some challenges with the Goldwater Institute regarding the legality of the monies to be dealt with in that way. The RTA sent out an email that it was not, and there may be an appeal on a much higher level.

Councilmember Guilin stated that the owner is restoring the building on 11<sup>th</sup> Street and Bailey. They are doing a very nice job. She wished that other properties owners followed suit.

Councilmember Wall congratulated Tracie Wilgus on receiving the Permit Tech of the Year Award, from the Arizona Building Official's Association.

Councilmember Wall stated that she provided Mr. Billingsley an article from the National League of Cities and Towns regarding the development of downtown areas. She asked that the article be distributed to the rest of the Council. The article discussed a survey of mayors and councilmembers throughout the United States, the number one trend of concern is economic development of downtown areas. It gives good suggestions on how economic development might take place in a downtown area.

Councilmember Larsen stated that school is in session and to please be mindful of children and pedestrians, specifically in the crosswalks.

Councilmember Larsen stated that with the start of the school year, the Florence Teen Council is now in full swing and they are having meetings every Tuesday and workshops every Thursday.

Mayor Walter congratulated Chief Strayer on his completion of such a rigorous program. He has brought a lot of value back to the community, especially with regards to the fire alarms in the downtown area and raising awareness in the community.

Mayor Walter stated that the Development Department had an intern who sent her a letter in which he communicated his appreciation for what he has learned in your department. He stated that the knowledge that Mr. Chris Salas, Development Services Director, and Mr. Larry Harmer, Planning Manager provided to him was very valuable as he is studying to be an engineer.

Mayor Walter thanked Mr. Bryan Hughes, Community Services Director, and Mr. John Nixon, Recreation Superintendent, for their letter of support for an application for the Diamondback's Grant for the Little League.

Mayor Walter thanked Ms. Jennifer Evans, Management Analyst, for her work with regards to grants, specifically CDBG. She understands Ms. Vargas' concerns and knows that you will keep Ms. Vargas abreast of any funding opportunities that may arise.

Mayor Walter stated that she is proud of the creation of the Youth Commission. She stated the youth are the future and she is happy that they will be involved in the process.

Mayor Walter stated that there will not be an Executive Session as Mr. Billingsley informed her that there is no longer a need to have an Executive Session.

#### **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) to consider its position and instruct its representatives and/or attorneys regarding:**

**Possible contract negotiations related to the proposed Project Radius development project.**

There was no Executive Session.

#### **ADJOURN FROM EXECUTIVE SESSION**

There was no Executive Session.

#### **ADJOURNMENT**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to adjourn the meeting at 7:53 p.m.

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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 August 6, 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, AUGUST 20, 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 6:00 pm.

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (7-0) to adjourn to Executive Session.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7-0) to adjourn from Executive Session.

**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. Tom Rankin, Florence Resident, stated that he made a mistake at the last meeting when he said the Town could put up a temporary transfer station on Willow Street. He told the Council that the residents would be dumping in the desert; however, they are dumping on private property. This is problematic for the property owner because the Town cannot go onto the private property to do clean up.

Mr. Rankin stated that Florence residents will not drive to Apache Junction to haul their debris to the transfer station. He has yard clippings and will not haul them to Apache Junction but will wait until it is cooler to obtain a burn permit and burn his clippings. He asked Council to correct their mistake of following staff's recommendation in voting in favor of utilizing the transfer station in Apache Junction.

Mayor Walter stated that the issue is already being corrected.

## **PRESENTATIONS**

### **Presentation by Margaret Boone, P.E., Maricopa Association of Governments Project Manager, on the Florence K-8, and Anthem K-8, Safe Routes to Schools Studies.**

Margaret Boone, P.E., ITS and Safety Engineer, Maricopa Association of Governments provided a presentation, in which she outlined the following:

- Florence Safe Routes to School (SRTS) Studies
  - Background and MAG SRTS Program
    - Is an important initiative to improve safety for vulnerable users
    - Includes three key initiatives
      - Annual hosting of crossing guard training held at multiple locations
      - Programming and transportation alternative federal aid funding
        - MAG allocation that it receives on an annual basis. It was through this funding that the Town was able to conduct the studies.
      - Administration of the Safe Routes to Schools Studies
        - Advancing regional goals to improve safety for K-8 children walking and biking to and from school
        - Addresses strategy that is identified in the 2015 MAG Strategic Transportation Safety Plan
- What a SRTS Study is not
  - Not a requirement for funding of the improvements or programs recommended in the study
  - Not a mandate to implement any of the recommendations
  - Does not work against the goals of the local agencies
    - This is key in partnerships with schools and the school district in developing meaningful, reasonable, and effective solutions to address issues unique to the school.
  - Not counter meaningful; reasonable and effective solutions to address issues unique to each school and community.
- What a SRTS Study is
  - Proactive approach to improving safety to school children
  - Tool for prioritizing planning improvements, programs and projects
  - Used to leverage for local or federal aid funding for the improvements
  - Framework sustaining SRTS activities in the future
  - Educate and encourage staff and community and foster safety for children walking and biking to school
- Background
  - MAG Strategic Transportation Safety Plan identified strategy – Promote SRTS Studies
- MAG Administration
  - Prior to 2018, Arizona Department of Transportation administered SRTS
  - Lengthy process to develop formal agreement
  - Local agencies had to provide a cash local match and had to be budgeted for prior to submitting application
    - Required 5.7% Local funds match
    - Required programming of project amount
    - Local agency required to procure their own consulting services
      - Very lengthy process

- Now
  - MAG administers process
  - NO JPA or other agreement which provides for an expedited process
  - In-kind services in lieu of local funds match
  - MAG qualifies consultants on an on-call list with very specific requirements towards completing the tasks within the scope
- SRTS Study Scope of Work
  - Traffic Data Collection, Field Observations, Inventories
  - Compile existing procedures, policies, plans, etc.
  - Assessment of pedestrian and bicycle amenities and facilities
  - Surveys are distributed to students and parents in order to gauge attitudes to barriers to walking and biking to school
  - Study is implemented by the Town, the school and the District
  - Involve school and District stakeholders from the very early stages
  - Develop recommendations and tools for the success of the project
- SRTS Study Deliverables
  - Evaluation tools for tracking, celebrating, planning for successes, memo describing the findings, inventories and walking and biking facilities assessments
  - Existing conditions and barriers
  - Final Report
    - Action Plan
    - Walking and biking route maps
- SRTS Study Outcomes
  - Action Plan Items
    - Education
    - Encouragement
    - Enforcement
    - Engineering
  - Has been used in coordination with schools and districts to plan and prioritize how the action plan will be addressed in a timeframe that suits them best.
- Key Strategies
  - Enforcement
    - Driving behaviors greatly impacted if there are consequences
    - Governor's Office of Highway Safety has funding that can provide for enforcement efforts
  - Florence K-8 Observations
    - Observed children having to cross State Route 79 at Main Street or Butte Avenue which resulted in a recommendation to coordinate with Arizona Department of Transportation (ADOT) to evaluate installation of potential raised medians and rapid flashing beacons
      - Typically, crosswalk sign that is accompanied by flashing lights and strobe back and forth to alert drivers that there is a pedestrian in the crosswalk.
      - Activated by the pedestrian
      - Another measure is the High Intensity Activated Crosswalk (HIAC)
      - Signalized pedestrian crossing that actually stop traffic
        - ADOT would be the lead for this type of project
        - Potential procurement of some of the equipment can be funded through another MAG Transportation Alternatives Grant

- Common recommendation for both schools
    - Strategy to encourage more K-8 children to walk and bike to school
    - Initiate a “walk school bus” or “bike train”
      - Parent(s) could take turns to walk/bike train the group of children to school
- Anthem K-8 Observations
  - Only one crossing guard at American Way and at Anthem Way
    - “U” configuration – may be better to have two crossing guards
    - - An option is to move the crosswalk to the east side of the road
      - In the interim, it would be safer to provide two crossing guards.
      - Task would be to coordinate with Town staff the feasibility of relocating the American Way crosswalk
  - Enforcement
    - Vehicles are passing school buses as they are dropping off/picking up children at the bus stop
    - Task would be to partner with the Police Department to provide periodic enforcement at the bus stop
  - Engineering
    - Paint markings are faded (lane lines and striping)
    - Task would be to refresh pavement markings on a regular cycle.

Ms. Boone stated that they will use some of the feedback received from this cycle to enhance their future studies. She provided the contact information: <http://srts.azmag.gov> or at [www.azmag.gov/Programs/Transportation/Road-Safety-and-Technology](http://www.azmag.gov/Programs/Transportation/Road-Safety-and-Technology)

Mayor Walter asked for the contact information to be placed on the Town’s website. She inquired if the traffic light by the American Leadership Academy School can be turned into a HAIC light.

Ms. Boone stated that there are students who walk from the Anthem community to American Leadership Academy and parents have expressed concern regarding their students crossing at that light. She stated that the light can be enhanced by adding a pedestrian count down along with a crossing guard. Signal timing could also be modified to ensure they are adding sufficient time.

Councilmember Hawkins inquired who would pay for the crossing guard.

Mayor Walter stated that the school would be responsible for providing the crossing guard.

Mr. Brent Billingsley, Town Manager, stated that the Town will look at a pedestrian signal warrant at that location. As it stands now, there is not a pedestrian phase at that signal nor is there any striping for a crosswalk. The Town will also reach out to the school to see if they would be willing to provide a crossing guard at that location.

Councilmember Larsen had requested that the American Leadership Academy be included in the study; however, they were not able to be included in this round but will be in the next round.

Councilmember Anderson asked that staff look at the timing of the light.

## Active Transportation Plan Presentation

Mr. Bryan Hughes, Community Services Director, stated that the Town received a grant from MAG for a first time Bicycle and Pedestrian Masterplan. They will be looking at bike lanes, pedestrian sidewalks and the connectivity between areas. The Town was able to obtain a grant for approximately \$95,000, with a 20% match by the Town. This plan goes hand-in-hand with the Safe Routes to Schools Studies. This plan will also be a component of the General Plan that will be updated next year as well as the Comprehensive Plan that will soon be started.

Mr. Hughes stated that MAG has on-call consultants and the Town took advantage of the on-call consultants and obtained Michael Baker International for the Plan which is the same consultants who worked on the Town's Transportation Plan.

Mr. Kevin Kugler, AICP, Director of Planning, Michael Baker International, provided a presentation in which he outlined the following:

- Award of Grant
  - Town had to compete for the grant; it was not an automatic award of funding
- Project Introduction
  - Purpose and Need
    - The Town of Florence competed for and was awarded grant funding from the Maricopa Association of Governments (MAG) to assist in the preparation of this Active Transportation Plan (ATP).
    - The Town of Florence has never had a bicycle and pedestrian master plan.
  - How will the Active Transportation Plan help the Town of Florence
    - This ATP will develop policies and procedures necessary to create a system for bicycle and pedestrian traffic in an integrated, safe and efficient multi-modal transportation system for Florence.
    - Policies will be supported by maps and other graphics to identify and promote enhanced mobility and connection in Town – including the locations of bicycle and pedestrian paths/trails to connect neighborhoods and other key locations in the community such as Heritage Park, Community Center, Aquatic Center, other activity/job centers.
    - Establish a formal inventory of existing bike and pedestrian facilities and identify critical gaps in the system.
    - Conduct a survey of Florence residents on their walking and biking attitudes and behaviors to better understand community expectations on these issues.
    - Identify safety concerns and recommend design solutions.
    - Obtain community input to help evaluate and prioritize short, medium and long-term improvements.
- Project Work Plan and Schedule Snapshot
  - Phase I - Project Initiation – near completion
    - Prepare Scope of Work
    - Public Involvement Plan
    - Data Collection
    - Technical Advisory Commission (TAC) Meeting #1
    - Parks Board/ Planning Commission Briefing #1 on August 2, 2018

- Town Council - Briefing #1 – August 20, 2018
- Phase II – Existing and Future Conditions Analysis - August 2018 – October 2018
  - Analyze Existing Plans and Studies
  - Bike and Pedestrian Counts
  - Gap Analysis
  - Bike and Pedestrian Behaviors Survey
  - Technical Memorandum #1
  - TAC Meeting #2
- Phase III - Evaluation Criteria and Plan of Improvements
  - Technical Memo #2
  - TAC Meeting #3
  - Parks Board/ Planning Commission Briefing #2
  - Town Council - Briefing # 2
  - Public Open House #1
- Phase IV – Draft and Final Active Transportation Plan (ATP)
  - Draft ATP
  - Public Open House #2
  - Final ATP
- Key Project Issues, Concerns and Objectives
  - Town Council observations
    - Issues, concerns and objectives
      - Regional connections needed
      - Existing neighborhood connections
      - CAP canal trail
      - Public engagement
      - Existing/planned parks and open space connections
      - Bike/pedestrian count locations
      - Public safety
      - Transit stop connections
      - Activity center connections
      - ADA accessibility
- Next Steps
  - Continue data collection process
  - Field Investigations/Bike and Ped Counts
  - Prepare Technical Memorandum #1

Councilmember Anderson stated that the bike riders are riding at 5:00 am.

Mr. Kugler stated that the counts will be done via video cameras on a 24-hour basis.

### **Recognition of Noah Rudko, Development Services Intern.**

Mayor Walter stated that Noah Rudko came to the Development Services Department as an intern after completing his 3<sup>rd</sup> year at Arizona State University, where he has a focus on civil engineering.

Mayor Walter stated that Mr. Rudko was assigned numerous tasks within the department throughout the summer. He has provided invaluable assistance to the Planning Division. Working

directly with the Planning Manager, Mr. Rudko successfully created a comprehensive system for searching project files and maps dating back 20 years. While doing so, he uncovered Town street and improvements maps dating back to the 1930's.

Mayor Walter stated that while working on this task, Mr. Rudko took advantage of the opportunity to spend time with each of the Development Services Public Works Divisions to better understand the workings of municipal operations and to expose him to various aspects of Civil Engineering.

Mayor Walter stated that once he completed with his initial assigned task, Mr. Rudko was able to work with GIS and be exposed to the engineering benefits that GIS has to offer and, at the same time, provide valuable assistance to the GIS Coordinator in digitizing engineering data that will assist Public Works in the execution of their duties.

Mayor Walter stated that Mr. Rudko proved himself to be a valuable asset to the Town throughout his tenure and staff greatly appreciated his willingness to tackle any project assigned to him. We are certain his future endeavors will be equally fruitful.

Mr. Larry Harmer, Planning Manager, stated that they discovered many old documents, including blue prints, which will lend itself to demonstrating the transition that the Town has had over the years. They also cataloged the filing system, so it is uniform.

Mr. Chris Salas, Development Services Director, thanked Mr. Rudko for all this assistance. He stated that he did a lot of field work. Mr. Rudko reached out for the Town to do an EIT Program (Engineer in Training Program). He stated that the EIT Program is something that Florence is interested in having for young professional engineers. Mr. Rudko plans on returning to Florence during his school breaks.

Mayor Walter asked what an EIT Program is.

Mr. Salas explained what the EIT Program is and what it entails.

Mr. Rudko stated that he enjoyed his time in Florence and learned a lot from Mr. Harmer and Mr. Salas. He hopes to continue to work with the Town and make a career in engineering.

### **Recognition of Matthew Fredette, Economic Development Intern.**

Mayor Walter stated that Mr. Matt Fredette provided valuable assistance in Administration during his three-month tenure with the Town. Mr. Fredette was responsible for updating tour operator itineraries, media contact lists, and the downtown walking tour brochure. He developed two new 30-minute walking tours of downtown to give visitors more options to explore the historic district. His work in this area enhances the visitor experience in Florence.

Mayor Walter stated that Mr. Fredette assisted staff with compiling data for the Town's economic profile. The project included updating information for the MAG employer database and group quarters lists, obtaining current unemployment rate information and labor force information for Florence. He also expanded the commercial property inventory that improves efficiency in responding to information requests related to economic development. Mr. Fredette's contributions

in this area enable staff to provide up to date and relevant information for business attraction and expansion activities.

Ms. Jennifer Evans, Management Analyst, stated it was a pleasure to have Mr. Fredette work with the Town. She stated that there were times that the work Mr. Fredette had to do was not very glamorous; however, he was able to gain an understanding of the basics. She hopes he has some takeaways from working with the Town that will serve him well in the future. She wished him well on his future endeavors and stated that he will be missed.

Mr. Billingsley stated that it was a pleasure to have Mr. Fredette work for the Town. He stated that Mr. Fredette is in his last year in college. He interned last year at the Chamber of Commerce in Eloy, Arizona. Mr. Fredette may want to work in the public sector once he completes his schooling. He thanked Mr. Fredette for serving Florence.

Mr. Matthew Fredette thanked the Town for the opportunity to work for Florence and for everyone who assisted him.

**Bruce Long, representing Five-Parks, presenting concerns on the Fire Code portion of the International Building Codes.**

Mr. Bruce Long, Florence Resident, stated that the community of Caliente Casa De Sol respectfully requests that the Town of Florence allow the replacement of existing park models with new units utilizing the same footprint of the unit being removed.

Mr. Long stated that the International Building Code Section 102.6 under Existing Structures states: The legal occupancy of any structure existing on the date of adoption of this Code shall be permitted to continue without change, except as is specifically covered in this code, the International Property Maintenance Code or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

Caliente Casa de Sol, with its 856 properties, has been in existence for over 40 years. During this time, the resort has had one major fire. This was due to a malfunctioning propane heater in a unit that was built in the late sixties or early seventies. This incidence destroyed the housing unit but the unit on its left side had minimal damage.

Mr. Long stated that the Town is allowing continued use of our nonconforming lots, but denying the replacement of aging units utilizing the existing footprint because it is inconsistent with the intent and fabric of the IBC And IRC Codes.

Mr. Long stated that the Planning and Zoning Department stated that they can repair aging units as long as they are not substantially remodeled, but not replace them utilizing the original footprint.

Mr. Long stated that as units age through maintenance and deterioration that have increased risk of fire and general safety issues. They also become a liability to their neighboring units as well as the community in general.

Mr. Long stated that the National Fire Protection Agency data indicates that manufactured homes including parks models built to HUD standards (post 1976 construction) have a much lower risk of death if fire occurs compared to pre-standard manufactured homes. The latest data also shows that the overall fire death rate per 100,000 housing units is roughly the same for manufactured homes versus stick-built one and two-family homes.

Mr. Long stated that their park is over 85% occupied with fixed unit structures, such as RV's and Park Models. The Town of Florence adopted the IBC Codes in October 2007 but did not start to enforce its Codes until 2017.

Mr. Long stated that if they are forced to comply with the directives of the Planning Department this will cause major disruption to their park. Accessory buildings will have to be demolished, as the setback will change from one foot on the right side of the property to five feet, necessitating any structure that was attached to an existing park model to be moved to the left. Most of the accessory buildings cannot be moved as they are on foundations. Even if they could be moved, they would protrude into the prescribed setbacks on the left side.

Mr. Long stated that the property values have already dropped, prospective purchasers have backed away from agreements, and in general, the total Caliente community is in disarray since November 2017, when they were advised of the new codes.

Mr. Long stated that the Town of Florence allowed and approved the placement and replacement of units with the park for 10 years after it adopted the International Building Code of 2007 and allowed replacement units to occupy the exact footprint of the units being removed. Now they state that they violate the Code. He inquired why the Town waited 10 years to apply this code.

Mr. Long referenced an ordinance that was adopted in 2008 and was enacted one year after the IBC was adopted and provides protection against this type of action. The Town clearly did this to protect Caliente from becoming an RV Resort that was headed for demise.

Mr. Long stated that the population of Caliente ranges between 1,300 senior citizens in the winter to approximately 120 during the summer. About 15% of the population is dependent on Social Security as their only income. Their hope is that the Council will use prudent judgement in allowing existing park models to be replaced utilizing the footprint of the old unit utilizing code complaint models with the up-to-date and current National Fire Code ratings. These units are several times safer than the existing models regarding fire safety as well as personnel safety.

Mr. Long stated that they wish to work with the Town of Florence and will modify their setbacks rules in their Declaration of Restrictions to read that newly placed units that are placed on vacant property and replacement units that are capable will be placed at the back edge of the curb line. This will move the units 22" forward towards the street and vacate the same distance along the rear right-of-way. This will facilitate easier access for the Town's staff who are working on water mains and connections.

Mr. Long stated that there are several concerns regarding how they have been dealt with, specifically by the Development Services Department. He stated that one resident encountered many obstacles in trying to put up an Arizona Room, and finally gave up due to the stress and harassment he felt he was getting from Planning and Zoning. He stated that they also had issues

when they were replacing the roof on the Clubhouse. He stated that the roofer had never experienced so many issues in his 40 plus years of doing business.

Mr. Long explained of another situation in which a resident needed to replace the railing at their home. Both the resident and his son (who are both 55+ years) have fallen and it is imperative that this be fixed because it is a dangerous situation. They went to the Planning and Zoning Department to inquire about putting another railing on their steps. He stated that the railing has not been fixed because of things they were asked to provide to the Planning and Zoning Department.

Mr. Long stated that Caliente and the other parks have tried their best to work with Planning and Zoning. He stated that Planning and Zoning has gone to the parks to discuss this and were told that they have the best attorney in the state and he has never lost a case. He said this is what they are dealing with.

Mayor Walter asked for a presentation at the next Council meeting pertaining to these issue.

### **Strategic Plan Update**

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

- Town Council priorities
  - Community Vitality
    - Encourage resilience, adaptation and innovation in connecting the multi-dimensional nature of community life.
    - In last *six months*, social media presence (# of followers) has increased by 19% (Facebook, Twitter, Instagram).
    - Parks, Trails, Open Space Master Plan process underway.
    - Events have grown: 4<sup>th</sup> of July, Christmas on Main, Halloween, Movies at the Pool, Historic Florence Home Tour, etc.
    - RFP for Redevelopment Plan under development
  - Economic Prosperity
    - Build and diversify a local economy that is robust and resilient.
    - Funding has been allocated this year to create a non-profit economic development agency.
    - New medical offices in Florence (Horizon Health and Sun Life).
    - New Circle K and renovated McDonald's and Burger King.
    - Development Agreements for old Circle K buildings allowed for tank removal, preparing for lease.
    - Relationship with Innovation Pavilion has brought partners like Airebeam, Milandr, and Subex (with whom the Town is working on cybersecurity).
  - Leadership and Governance
    - Provide effective leadership and oversight by engaging younger residents and transparent governance.
    - Town Council decreased property tax rate by **2.5%** town wide, and **10.6%** in the CFDs.
    - Town Council recently approved the creation of the Florence Youth Commission.

- Transparency enhanced through the Town of Florence Public Records Portal, hosted on website.
- Ensured reliability of water/sewer for Anthem residents, by actively participating in Johnson Utilities cases at Arizona Corporation Commission.
- Partnerships and Relationships
  - Lead the community in developing and nurturing partnerships in the region.
  - Staff remains actively involved in regional groups like: MAG, CAG, AZ League of Cities and Towns, Pinal Partnership, Pinal Regional Transit Authority (PRTA), Rotary, National League of Cities, and various professional organizations.
  - Town was chosen to host ADOT State Transportation Board Meeting in September 2018.
  - Staff has begun working with partners on Census 2020 preparations.
- Transportation and Infrastructure
  - Build and maintain physical connectivity throughout the community to reinforce Community Vitality and Economic Prosperity.
  - The Town completed over \$2.7 million of infrastructure repairs and/or improvements in the last fiscal year.
  - The Town has maintained its water and sewer systems to the highest standards, with no violations.
  - Active Transportation Plan under development.
  - Regional Transportation Plan nearing completion.
  - Safe Routes to Schools study has been completed.

Councilmember Wall acknowledged the improved relationship with the Economic Development section of Pinal County. The video and brochure that they released showcases Florence. She stated that this is a major partnership that the Town is developing with Pinal County.

Mayor Walter stated that the Town has been working very hard on economic development as well as the overall Strategic Plan. She hopes the public sees the progress the Town is making within the community and how the Town is continuing to grow and implement new things into the community.

Mayor Walter invited the public to follow the Town on the various social media sites.

**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.**

**Acceptance of the Florence K-8, and Anthem K-8, Safe Routes to Schools (SRTS) Studies.**

**Approval of a contract with Rottweiler Controls, LLC, to provide SCADA repairs and maintenance through the Cooperative Contract #31700019, with the City of Buckeye, through June 30, 2019, in an amount not to exceed \$50,000.**

**Approval of the purchase of Insta-Valve 250 Patriot insertion valves through Hydra-Stop, through June 30, 2019, in an amount not to exceed \$100,000.**

**Approval to contract with Pro-Tec Environmental Inc., to provide sewer line cleaning through June 30, 2019, in an amount not to exceed \$100,000.**

**Approval of the July 3, July 16, July 18, July 20, and July 30, 2018 Town Council Meeting minutes.**

**Receive and file the following board and commission minutes:**

- **April 25, 2018 Historic District Advisory Commission Minutes**
- **May 3, 2018 Parks and Recreation Advisory Board Minutes**

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried (7-0) to approve the Consent Agenda, as written.

## **UNFINISHED BUSINESS**

### **Resolution No. 1675-18:**

Mayor Walter read Resolution No. 1675-18 by title only.

### **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING SMALL WIRELESS FACILITIES IN TOWN RIGHTS OF WAY TERMS AND CONDITIONS.**

Mr. Larry Harmer, Planning Manager, stated that Resolution No. 1675-18, Ordinance No. 662-18 and Ordinance No. 663-18 are inter-related. He stated that the resolution is the terms and conditions for the small cell wireless. Ordinance No. 662-18 is Title 15 – Land Usage Chapter of the Development Code, Chapter 150, which references definitions and Part 9, the wireless communication facilities. Ordinance No. 663-18 is Title 11 – Business Regulations for rates and fees with use of the public right-of-way and Town structures.

Mr. Harmer stated that public meetings and public hearings have been held at the Planning Zoning Commission and Town Council previous meetings. The first reading was conducted by the Town Council on August 6, 2018. If adopted, it will go into effect in 30 days. Staff is not aware of any providers preparing to submit an application at this time.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried (7-0) to adopt Resolution No. 1675-18.

### **Ordinance No. 662-18:**

Mayor Walter read Ordinance No. 662-18 by title only.

### **AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV “LAND USAGE” CHAPTER 150 OF THE DEVELOPMENT CODE, EXISTING SECTIONS 150.031 “DEFINITIONS” AND “PART 9 WIRELESS COMMUNICATIONS FACILITIES” SECTIONS 150.180 TO 150.184, (CASE PZ 18-21 ORD).**

On motion of Councilmember Hawkins, seconded by Councilmember Guilin to adopt Ordinance No. 662-18.

Roll Call Vote:

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

Motion passed: Yes: 7; No: 0

**Ordinance No. 663-18:**

Mayor Walter read Ordinance No. 663-18 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XI “BUSINESS REGULATIONS”, BUT NOT LIMITED TO, NEW PROVISIONS REGARDING SMALL WIRELESS FACILITIES AND RATES AND FEES FOR USE OF THE PUBLIC RIGHT OF WAY AND TOWN STRUCTURES, (CASE PZ 18-22 ORD).**

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to adopt Ordinance No. 663-18.

Roll Call Vote:

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

**Motion passed: Yes: 7; No: 0**

**Ordinance No. 664-18:**

Mayor Walter read Ordinance No. 664-18 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING SECTION § 32.200 ET SEQ., ESTABLISHING A YOUTH COMMISSION IN THE TOWN OF FLORENCE.**

Mr. John Nixon, Recreation Superintendent, stated that they have promoted the Youth Commission in several ways including:

- Article in the local newspaper
- Weekly news releases to run through the deadline, on the Town's website,
- Sent notice to all Town subscribers
- Goals and applications were sent to the high school counselors and social studies teachers for dissemination.

Mr. Nixon thanked Mr. Jeremy Scott, Florence Unified School District Counselor, for emailing the application to all of the high school students as well. He also met with the student council members at Florence High School and passed out all 28 applications that he had with him.

Mr. Nixon stated that the indication is that there is interest in serving on the Youth Commission. They will have a committee review of the applications after the August 31, 2018 deadline. Staff will make the recommendation to Council at a later date.

Mayor Walter asked that the application be added to the Town's website. She stated that the participation in the Florence's Teen Council has nearly doubled. There is a large interest in the youth participating in the community and in their local government.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, to adopt Ordinance No. 664-18.

Roll Call Vote:

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

Motion passed: Yes: 7; No: 0

## **NEW BUSINESS**

### **Resolution No. 1662-18:**

Mayor Walter read Resolution No. 1662-18 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE.**

Mr. Benjamin Bitter, Assistant to the Town Manager, stated that the Tohono O'Odham Nation (Nation) wants to acquire the remaining lots in Block 29 of the Town of Florence Cemetery, which the Town had agreed to provide to them through Resolution No. 544-96. As part of the agreement, the Town would provide the remaining lots in Block 29 to the Nation and this would be done through a sale of the remaining lots. This resolution would authorize the sale of the remaining lots as well as rescind Resolution No. 544-96 because the Town would have fulfilled the terms outlined and completes the Town's obligation under that resolution. This would help to not confuse future members of the Town or the Nation. Any other future purchase of plots will be at the current rates.

Mr. Bitter stated that the Town has had a good partnership with the Nation and thanked Vice-Mayor Woolridge for her work with the Nation.

Vice-Mayor Woolridge stated that she is happy that the Nation approached the Town and they were able to work together to grant them their request to have their own section. It simplifies the process as well. She thanked Mr. Curtis Williams, Code Enforcement Officer for his assistance in assuring that they had all of the history and paperwork for that section of the cemetery.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried (7-0) to adopt Resolution No. 1662-18.

**Discussion/Approval/Disapproval to enter into a contract with Cactus Transportation, dba: Cactus Asphalt, using the Cooperative Contract, through Pinal County JOC Contract #173923 Asphalt Maintenance and Repair Services, which includes the application of Chip Seal Binder: Polymer Modified Asphalt Rubber and FOG Seal Binder for pavement preservation treatment, in an amount not to exceed \$364,018.24 (Proposal \$316,537.60 with a 15% contingency, \$47,480.64.)**

Mr. Chris Salas, Development Services Director, stated that they have gone out for four straight cycles, or three straight years, for the polymer modified asphalt rubber chip seals projects. They are using a Cooperative Contract with Pinal County.

Councilmember Wall inquired why the JOC Contract Number is listed as 173923 in one section and 175923 in another.

Mr. Salas stated that it may have been a scribe's error.

Mr. Billingsley explained that the way the contracts with cooperative language work is that entities like Pinal County utilize this type of contract for millions of dollars of work. They would do a solicitation for a number of products and they would get a response. They would utilize this for a period of time and would then have an option to "re-up", which is an abbreviated process to re-up the contract to extend its life and time if they are able to hold the rates the same.

Mr. Billingsley stated that it may have not been a scribe's error.

Mr. Salas stated that the correct number is 175923.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried (7-0) to enter into a contract with Cactus Transportation, dba: Cactus Asphalt, using the Cooperative Contract, through Pinal County JOC Contract #175923 Asphalt Maintenance and Repair Services, which includes the application of Chip Seal Binder: Polymer Modified Asphalt Rubber and FOG Seal Binder for pavement preservation treatment, in an amount not to exceed \$364,018.24 (Proposal \$316,537.60 with a 15% contingency, \$47,480.64.)

**Discussion/Approval/Disapproval of the 2018 American Medical Response (AMR) Non-Exclusive Revocable License Agreement for temporary housing at Florence Fire Station 542.**

Mr. David Strayer, Fire Chief, stated that the local hospital closed abruptly, approximately six to eight weeks ago, which put the Town in a bind for their emergency services. American Medical Response (AMR) was housed at the hospital along with LifeNet. Both entities reached out to the Fire Department for help. The Fire Department did its best to accommodate them because they work closely with them, and more importantly, wanted to maintain the service delivery to the community. The agreement is temporary as they would like to continue to house AMR on a temporary basis. AMR pays the Town \$1,423.82 per month.

Chief Strayer stated, that because they do not know when the hospital will reopen, the contract is good for up to one year and has the option to be revoked any time before that. He stated that AMR has been in the station for approximately six to eight weeks and they have not encountered any problems nor have not been any negative occurrences that have occurred with this arrangement. There have been a couple of note-worthy calls where they feel the service delivery has improved. Staff is recommending that it be approved on a temporary basis until a permanent solution can be found.

Councilmember Anderson stated that he noticed one of the fire trucks is parked outside of Station No. 2 and inquired why.

Chief Strayer stated that from a safety perspective, two of the major causes of accidents in the fire services are intersections and backing in. He stated that they try not to back up their apparatus. In order to do that, they moved their spare unit outside on a temporary basis so the ambulance can drive through like the other units. This was done as a safety precaution.

Councilmember Anderson inquired if they have a better place to store it. He is concerned about sun damage to the vehicle.

Chief Strayer stated that they can look for an alternative place to store the vehicle.

Mayor Walter outlined her concerns with regards to the agreement with AMR:

- Vehicles being left outside and the possibility of sun damage
  - Resident communicated with her their concerns as well
  - More than enough room to house the ambulance, Police, and Fire Unit inside
- Rent
  - Availability of commercial space for rent

- Fire Station 542 is being paid for with CFD funding and inquired if the rent collected is being applied to the debt
  - Did staff research the CFD issue to determine if the money had to be used to pay off debt
    - If money is not used to pay off debt, where will money be applied
- Amount that the Town is receiving from AMR is minimal in comparison to revenue they bring in
- Was a rent comparison study done to determine what other ambulance companies pay
- Amount of people per ambulance
  - Should there only be two people per ambulance
    - What are the consequences for more than two people per ambulance
- Certificate of Necessity
  - Would like the Town to operate their own ambulatory services
  - Was CON considered when negotiating this agreement
  - Has the Town considered acquiring part of the CON
- Building Security
  - Would like key pad system installed at AMRs expense
  - Doors being left open
  - No control of who is coming and going

Mr. Billingsley stated that he does not recall a conversation pertaining the vehicles left outside ever being brought up and that it is an interesting thing to look at.

Chief Strayer stated that the rate is the exact same rate that Gilbert and Queen Creek receive. Housing ambulances in fire stations is a common practice in Arizona. The range for rent is \$1,200 to \$1,600, and the Town received \$1,423 which is consistent with the range of what is being paid.

Mayor Walter inquired if Queen Creek offers its own ambulance service.

Chief Strayer responded that they do not offer their own ambulance service. They have the Certificate of Necessity (CON), but they do not operate their own ambulance. AMR is their ambulance provider.

Chief Strayer stated that there was no discussion pertaining to the CON with regards to this contract. He stated that there were discussions in the prior agreement. This agreement is for a stop gap due to the circumstances to address a short-term problem.

Mayor Walter stated that when you have a CON you have a duty to provide those services to the residents and to station employees in the area to provide appropriate response times.

Chief Strayer reiterated that the contract is for a stop gap temporary measure and is not connected to any long-term negotiations. He stated that CONs are very involved and take a lot of time, energy, effort and money. This is for a short-term temporary agreement. He does not know how he would connect the CON to this agreement.

Chief Strayer stated that there are two people per ambulance. There was an instance when there was a ride along that did show up one evening and that problem has been corrected. He stated

that it was a misunderstanding with AMR and it will not happen again. He stated that there are clauses in the contract pertaining to this.

Mayor Walter asked Clifford L. Mattice, Town Attorney, to review the contract to see if it specifies the repercussions if there are more than two per ambulance.

Chief Strayer stated that doors are not being left open. There is one primary unit that is assigned. There were operational issues that need to be worked out, as with any new program. He stated that there were some circumstances that occurred when it was first implemented when they were having move up units coming in. He stated that this has been corrected plus there is a cutoff time with no changes after 10:00 pm. He stated that things are going well.

Mayor Walter inquired if there is a keypad system that can track who is coming and going.

Chief Strayer stated that they spoke with IT; however, the arrangement is temporary and they did not want to spend the money on this.

Mayor Walter stated that now that they are considering a one-year contract, would it be feasible for them to be responsible to put in a keypad system to serve that purpose.

Chief Strayer responded that installing a keypad could be a consideration.

Chief Strayer stated there is a captain at the station who is in charge of the station and is responsible for what takes place there. If the captain encounters issues, they have a chain of command who reports to the Battalion Chief of Operations who reports to him (Chief Strayer). He stated that there is a process for any kind of personnel issues.

Mayor Walter inquired if he has had any issues reported to him at all, small or large.

Chief Strayer stated that they had the issue of the third person one time, and the rotation of the units; both of which have been corrected. He stated that nothing further has been communicated to him. If there is anything that occurs, it will be addressed.

Mayor Walter inquired about the coverage regarding an Advanced Life Support (ALS) and Basic Life Support (BLS). She stated that she did not notice that in the contract.

Chief Strayer stated that they have the option of doing that, per the contract, a certain number of times per month.

Mayor Walter inquired how many times.

Chief Strayer stated two times per month.

Mayor Walter inquired about maintenance and upkeep. She stated that they are going to use the facilities, and it is all encompassing. She stated that as a Town, we are responsible for the wear and tear. She inquired if additional monies are going to be set aside in the budget to cover the additional wear and tear of items.

Chief Strayer stated that the \$1,423 that the Town receives monthly should cover the cost.

Mayor Walter inquired if money will go towards purchasing supplies for cleaning, etc.

Chief Strayer stated that any expenses incurred will come from that money.

Mayor Walter stated that she feels they are missing some of the information in the way that it was presented.

Mr. Billingsley stated that staff did research the rental cost and the rate is within the range and is consistent with neighboring communities. Staff received very clear direction from Council which was to move forward immediately with an interim agreement. Staff worked on this and discussed not working on any long-term agreement until the timing was right. He stated that Mayor Walter brought up the CON discussion as part of that more long-term agreement if we ended up in that fashion. Staff was following Council's direction to move forward with this item.

Mr. Billingsley stated with respect to two people per ambulance, that is included in Section 3.3.1. He stated that it is very clear in the contract that they must correct the issue. He stated it is his understanding that the issues were handled appropriately.

Mr. Billingsley stated that in terms of security and a keypad, that is something else that has been discussed with the IT Department. He stated that none of the issues have come to his attention as a potential issue. He stated that the arrangement is working very well.

Mr. Billingsley stated that he has never had it communicated to him by anyone regarding the parking of the fire truck outside. He stated that this is a completely new issue and he had never heard of it before this evening. He stated that there is the other building that is adjacent and there is no reason why the vehicle cannot be put in that building.

Mr. Billingsley commended Chief Strayer, Mr. Mattice, and AMR for the turnaround time on finalizing the agreement. They dropped a number of things that they were working on to negotiate the agreement and get this contract done as soon as possible. He thanked them for their hard work. Staff is also working on the other agreement and are trying to accelerate it as much as possible.

Mr. Billingsley apologized if he missed Council's direction on how to deal with this item; however, to him, it was very clear on how staff was to move forward.

Mayor Walter apologized if he did not get her message; however, she shared the concern with Councilmember Anderson Ms. Lisa Garcia, Deputy Town Manager/Town Clerk.

Mayor Walter stated that she is not pleased that she does not have an answer yet regarding the CFD and how that money is going to be handled. She stated that she expects an answer this week.

Mr. Mattice stated that he intentionally prepared the document as a license to avoid any repercussions with the GIBLET under the State Statute. He stated that he is not a bond counsel and will speak with Mr. Mike Caffiso.

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Mayor Walter asked if this is something that the Town would want to confirm before they approve the contract, rather than find out later that they will have to pay a GIBLET which was not included in the original contract.

Mr. Mattice stated that the GIBLET is not the Town's call. This would be a determination from the State, and the County Treasurer. It is written in the leases and the licenses that AMR, a licensee, or tenant, is responsible for if the taxing authority decides it must be paid.

Vice-Mayor Woolridge stated that Mr. Mattice can check with Mr. Caffiso; however, the land was donated to the Town to build that station. She inquired if that building would be treated similar to all of the other Town buildings.

Mayor Walter stated that the building is being paid for by the bond for that area; which is where the issue is at.

Vice-Mayor Woolridge stated that this is a technicality; however, the direction provided by Council was to ensure that Florence's residents were going to have the emergency services that they are accustomed to. Staff can check the technicalities. She stated that the direction from Council is accurate in that they wanted to make sure that those services stayed in the community for our residents.

Mayor Walter stated that she would like to see the community operate their own ambulance, which is why she is asking for part of the CON.

Vice-Mayor Woolridge stated that operating your own ambulance is not a money maker.

Mayor Walter stated that she has substantial concerns especially when it comes to safety and access to the building. She stated that Chief Strayer mentioned that a lot of accidents occur backing up and at intersections. She stated that the intersection was approved by Council many years ago, and there was supposed to be a turn lane going into the station; to this day, they still do not have it.

Chief Strayer stated that the project is in the works.

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried (7-0) to approve the 2018 American Medical Response (AMR) Non-Exclusive Revocable License Agreement for temporary housing at Florence Fire Station 542.

## **MANAGER'S REPORT**

There was no Manager's Report.

## **CALL TO THE PUBLIC**

There were no comments.

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

Councilmember Guilin stated a lot of the issues that were brought up about the Fire Station. Those issues are operational issues that she feels that Chief Strayer is very competent and capable of handling them. The issues are not things that the Council should be getting involved in.

Councilmember Hawkins stated that he agrees with Councilmember Guilin. It was day-to-day decisions that were being discussed and he doesn't understand what it had to do with the ambulance service. If the Town wants to get into the ambulance service, it is something that needs to be discussed at another time. The issue being discussed is trying to retain the current ambulance service.

Councilmember Wall thanked Chief Strayer for diligently putting the package together and for working to create a cooperative atmosphere at the fire station. It is very important for the residents in the area to have that assurance that they will have rapid response in case of an emergency. She hopes that the Town will have a cooperative arrangement between the AMR and the Fire Department.

Councilmember Larsen stated that she agrees with the comments made by the Council.

Vice-Mayor Woolridge stated that she also agrees with the comments made by the Council.

Mayor Walter stated that she loves that the Town has great responses to the community; however, she feels that regardless if the Town lets AMR rent at the station or not, it is their duty to provide our citizens with that appropriate response time according to the requirements set forth. She stated that she is all about partnering with organizations and public/private partnerships, but she looks at this situation and inquires what are they bringing to the table. She stated that they have a duty to provide that anyhow through the CON. She inquired what is the Town benefiting from having them at the station. She stated that she sees some positive, and she sees a lot of negatives. She stated that if they can get her concerns under control regarding security and some procedural items, then absolutely. She hopes that they have some honest communication regarding any feedback. She stated that Council always finds themselves receiving positive feedback and there are a lot of positive things that happen, but there is nothing worse than when things do not go according to plan, and we find out after the fact that there were issues, then Council wonders why they did not know. She is asking for open and honest communication that is consistently brought forth.

## **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)(1), (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:**

- Town's position and instruct its attorneys regarding 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, including Ninth Circuit**

appeals of the 1997 Aquifer Exemption (Case No. 17-73170), and the decision of the Environmental Appeals Board (Case No. 17-73168).

- Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the Billing Practices and Water Quality Issues of Johnson Utilities, LLC before the Arizona Corporation Commission (WS-02987A-18-0050).
- Discussion or consultations regarding the Town of Florence Intervention in the Matter of the Commission's Investigation into the rate case of Johnson Utilities, LLC before the Arizona Corporation Commission (WS02987A-17-0392).
- Discussion or consultation regarding Southeast Valley Regional Cooperative Intergovernmental Agreement for the Management, Operations and Planning for Effluent, Water and Wastewater Treatment Services in the Region between the Town of Florence and the Town of Queen Creek.
- Possible discussions and contract negotiations with Artisan Acres for the proposed development agreement.
- Duties as assigned to the Town Manager.
- Discussion or consultations regarding the Town of Florence use of International Technical Codes including Fire Codes and Town Codes.

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

## **ADJOURN FROM EXECUTIVE SESSION**

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried (7-0) to adjourn from Executive Session.

## **ADJOURNMENT**

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried (7-0) to adjourn the meeting at 10:24 p.m.

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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 August 20, 2018, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION SPECIAL MEETING HELD ON TUESDAY, JULY 31, 2018, AT 6:00 PM, AT THE FLORENCE TOWN HALL, 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL**

Present: Chairman Wheeler, Vice-Chair Adam, Commissioners Smith, Reid, Knight, Novotny and Town Council Liaison Guilin. Commissioner Schmidt was absent.

**PLEDGE OF ALLEGIANCE**

Chairman Wheeler led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL** of the meeting minutes for the regular meeting conducted on April 25, 2018.

On a motion by Commissioner Smith, seconded by Vice-Chair Adam, the minutes of the April 25, 2018 meeting were approved by a vote of 6-0.

**NEW BUSINESS**

**A. Certified Local Government 2019 Grant**

An introduction of the Grant application process and the possibility of applying for the grant in the 2019-2020 fiscal year. A question from the commission was if the grant funding cycle was mid-year to mid-year? Mr. Harmer responded that SHPO sent out an application before the conference, so the commission will be able to apply for the grant before the fiscal expenditures are finalized for the year. Mr. Harmer initiated discussion of possible projects such as the Adamsville cemetery and noted that the grant was not available for brick and mortar buildings. Based on questions from the commissioners, the grant can be used for additional plaques in the historic district and surveying additional properties.

**B. 43 East 11<sup>th</sup> Street – Nicholas Beer Hall**

Mr. Harmer described that the owner, Chris Dobson, replaced the doors on the east elevation. He noted that a letter was sent to remind the owner that the changes of such items normally should go through HDAC. The owner responded via a letter pertaining to

the improvements of the windows and door. Mr. Harmer read the letter to the Commission, so it may be on record:

*To Whom It May Concern:*

*I came in to the Planning Office about eight months ago regarding concerns about what proper channels I needed to go through about rehabbing the Nicholas Saloon. I spoke with the gentleman by the name of Mark and I asked him if I needed to get approval before some historic committee with rehab of this building. He asked me if I was doing any structural changes to the building. I told him I was going to replace the windows and doors due to wood rot. Mark asked if there were any color changes or any structural differences of the windows. I told him the only change I was going to make was the door on the east side of the building I was going to add windows for lighting. Mark told me it was ok to make that change. The last thing I want to do to this beautiful structure is to degrade this history behind the story. If you have any concerns, contact me.*

Mr. Harmer referenced the Town's historic document to compare the building's previous and current aesthetics. A photo of the current building indicates that the doors and windows were painted white prior to Mr. Dobson's purchase of the building. The main difference was the door with the glass panels. Mr. Harmer noted that Mr. Dobson has stated that he wanted to purchase an additional building in downtown to start rehabilitating. Mr. Harmer asked the commission if they had any concerns or questions to pass on to Mr. Dobson. It was asked if a building permit was required when changing the exterior of a buildings in the historic district. Mr. Harmer stated that a building permit was not required for changing fixtures such as doors and windows according to the building code. He stated that changes in plumbing, electricity, and items of that nature required a permit.

Commissioner Reid stated that according to pages 3-5 to 3-7 of the Historic District Preservation Design Guidelines, doors and windows come under review. The guidelines ensure replacements duplicate the glass and patterns of the original windows and doors. Commissioner Reid noted the past and current building do not look similar and Mr. Dobson should have consulted HDAC for advice on original designs. Commissioner Smith felt that the front looks the same and the improvements look good.

Mr. Harmer asked the Commission for guidance on how to proceed with the owner. A general discussion followed. Vice-Chair Adam asked: "Who is Mark?" Mr. Harmer responded that Mark Eckoff was the previous Planning Director. As noted in his letter, Mr. Dobson had proceeded with the replacement of the door based on the verbal approval of Mr. Eckoff, the previous Planning Director who advised him that Design Review by the HDAC was not necessary. Commissioner Adam noted that HDAC follows the Secretary of the Interior's standards when looking at Design Review cases. The Town's guidelines follow that document which details implementation and that includes doors, windows and storefronts. While they may not need to pull a permit for windows and doors, a building

owner needs to pull a permit for the extensive renovations done on the interior. If a permit was pulled for the exterior than a review takes place. It was noted that, in this case, the change has already taken place. It was noted that the historic restoration brochure describes when design review is required. Mr. Harmer stated that he could not speak for his predecessors, but that he attempts to make anyone who approaches staff regarding buildings in the Historic District aware of review requirements. Commissioner Reid asked if the new doors were made of wood? Commissioner Smith confirmed the doors were made of wood and hand made.

A question was raised on whether the tax reduction incentive was still applied for historic properties. Mr. Harmer confirmed there is a tax incentive available, however the owner would have to file for the incentive before the project begins.

Commissioner Novotny commented that she felt that the changes are positive improvements. Mr. Harmer asked for any final guidance. Chairman Wheeler said the improvements are final, but the Commission would like to be more aware of similar situations in the future.

### **C. Downtown Vandalism**

Mr. Harmer provided the commission with an update on the vandalism to properties 206, 208, and 214 N. Main Street in late June. Both structures went through a design review process in 2015 for new store fronts but the approvals expired after a year. Mr. Harmer noted that the owner has not applied to change anything and if they want a re-approval or a new approval, they must reapply. Mr. Harmer stated that he had talked to owner the day after the vandalism had occurred.

## **PRESENTATIONS BY DEVELOPMENT SERVICES**

### **A. 390 North Main Street Update**

HDAC design approval in 2017 and work was initiated prior to one-year expiration date so still valid. It currently has a Certificate of Occupation that allows production of goods within structure but not public access at this time. The rough electrical has been approved in the building. Final inspection has not been requested yet. The HV/AC permit has been reviewed, approved, and is waiting to be picked up. The plumbing plan is currently under review. A question was raised about activities in general along Main Street. Mr. Harmer let the Commission know he would keep them up to date on future activities.

### **B. 255 & 363 North Main Street Status**

Mr. Harmer informed the Commission that the Cuen building was back in the ownership of the Town. He stated that the building will be discussed at a future Town council

meeting and that the Council may refer the building to HDAC for recommendation. Mr. Harmer noted that since the fire, the Kokopelli building has undergone a structural review, however, no determination has been made regarding its future.

### **Home Tour Update**

Mr. Harmer provided the HDAC with a list of homes that have been invited to participate in the 2019 Home Tour. He noted that letters of invitation have been mailed to the property owners, but no responses have been received at this time.

### **C. Board and Commission Member Vacancies**

Mr. Harmer informed the HDAC vacancies on the Planning and Zoning Commission and the Parks and Recreation Advisory Board and asked that if they knew of any Town of Florence residents, who might be interested in serving, to please let them know.

### **D. Future Agendas**

Mr. Harmer noted that the August 29, 2018 would include a presentation by representatives of the Arizona State Historic Preservation Office (SHPO) and a presentation by Town Staff regarding HB 2065 (Open Meeting Law). He also included an updated meeting calendar through December 2019.

### **CALL TO THE PUBLIC/COMMISSION RESPONSE**

Call to the Public for public comment on issues within the jurisdiction of the Historic District Advisory Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ruth Harrison, 855 E. Lancaster Circle, Florence, AZ:

- Ask why CLG funding was not included in the FY 2018-19 budget.
- Noted that the HDAC informational tri-fold were missing from Development Services office and Town Hall.
- Offered edits to the Historic District Application Form

**CALL TO THE COMMISSION/CURRENT EVENTS ONLY.**

**ADJOURNMENT**

Chairman Wheeler adjourned the meeting at 6:50 pm.

  
\_\_\_\_\_  
Betty Wheeler

  
\_\_\_\_\_  
Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
PARKS AND RECREATION ADVISORY BOARD**

**SPECIAL JOINT WORK SESSION MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION AND THE PARKS AND RECREATION ADVISORY BOARD OF THE TOWN OF FLORENCE SPECIAL JOINT WORK SESSION HELD ON THURSDAY, AUGUST 2, 2018, AT 5:30 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

Planning Commission Chairman Pranzo called the joint work session between the Planning and Zoning Commission and the Parks and Recreation Advisory Board to order at 5:30 pm

**2. ROLL CALL:**

<b>Planning and Zoning Commission Chairman Pranzo:</b>	<b>Present</b>
<b>Vice-Chair Frost</b>	<b>Present</b>
<b>Commissioner Smidt</b>	<b>Present</b>
<b>Commissioner Shoppell</b>	<b>Present</b>
<b>Council Liaison Hawkins</b>	<b>Present</b>

<b>Parks and Recreation Advisory Board Chairman Pinson:</b>	<b>Present</b>
<b>Vice-Chair Williams</b>	<b>Present</b>
<b>Board Member Smith</b>	<b>Present</b>
<b>Board Member Woolridge</b>	<b>Absent</b>
<b>Council Liaison Larsen</b>	<b>Absent</b>

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS**

- a. Presentation and Discussion of the Town of Florence Bicycle/Pedestrian/Trails Active Transportation Plan (ATP).

Community Services Director, Bryan Hughes, introduced the presentation by stating that about a year ago, in anticipation of the 2030 General Plan, the Town of Florence had an opportunity to apply for a grant from the Maricopa Association of Governments. This was for first time active transportation plans or bicycle/pedestrian plans. It was an 80/20 grant for almost 100,000 dollars. Through an RFQ process, using MAG's on-call consultants, Michael Baker International (MBI) was selected to do the project. MBI was already working on the transportation plan, which was also paid with a grant. Representatives of

MBI are present to introduce the project timeline and Planning Manager, Larry Harmer, will be part of the discussion regarding the nexus with the General Plan. Mr. Hughes introduced Kevin Kugler from MBI.

Mr. Kugler congratulated the Town for securing the grant for this project. He introduced himself and noted that he has worked in both the private and public sectors. Mr. Kugler introduced the project and spoke about the purpose and how this plan will help the Town. He discussed the work plan and the schedule that goes with it. The key to the meeting is to have an overall interactive discussion.

**Purpose and need:**

The Town of Florence has never had a plan such as this. The Town currently has a Parks, Trails, and Open Space Master Plan that is ten or eleven years old now but not a true Active Transportation Plan.

**What is this plan going to do?**

Develop policies and procedures that create a system for bicycle and pedestrians' traffic for integrated safe and efficient multi-modal transportation within the Town of Florence. Bike and pedestrian are the major focus, but the plan will also look at making better connections with future or current transit stops and trail heads. Policies will be supported by maps and other data to demonstrate connectivity within Florence, including locating trails and paths that connect community centers to activity centers and possibly neighborhoods to neighborhoods. Also, it will establish a formal inventory of existing bike and pedestrian facilities and identify the gaps in the system.

**Steps to be Taken:**

Conduct a survey on local biking and walking behaviors to get a better understanding of local expectations and importance on certain issues.

Identify safety concerns and recommend design solutions to these safety concerns. Florence currently has a good safety record.

Obtain community input on short, medium, and long-term improvements. Identify a series of prioritized improvement projects.

Current map from open space master plan with identified trails will serve as a base or foundation for future or additional alignments. Look at size or potential opportunities for equestrian and other activities.

Mr. Kugler then presented the project timeline noting that they anticipate concluding their work in April of 2019. The four principal phases of the project are: project initiation, existing and future conditions analysis, evaluation criteria and improvements, and draft and final documents.

Technical Memorandum #1 will evaluate all the information collected and get feedback. November to January will be spent establishing evaluation and improvement criteria.

Technical Memorandum #2 will be a report that highlights feedback and recommends what projects should be placed in short, medium and long-term goals. This will be reported to the Technical Advisory Committee. Then come back to both boards and commission and present findings to identify what each group likes and does not like. There will then be a presentation at Town Council to have the same discussion. Public input will be solicited throughout the project.

Question: Do the bicycle trails accommodate both road and mountain bikes?

Answer: MBI will explore all options: different trail types for different activities identified at different locations in towns; identify existing facilities such as paths or trails and what is lacking from "Point A to Point B".

A Public Open House will present the projects and the priorities and then take all the information to place in the draft of the ATP. The Draft Plan will be roll back out to the public to receive more feedback before the final ATP is brought it back for adoption.

Question: What is the composition of the Technical Advisory Committee?

Answer: The Technical Advisory Committee is an established committee currently working with ADOT on the Regional Transportation Study. They represent a cross section of agency interests, primarily in the transit side. These include, for example, stakeholders such as homebuilders, the Town of Florence, Pinal County, and ADOT.

Mr. Harmer emphasizes the significance of the Planning and Zoning Commission and the Parks and Recreation Advisory Board working together for the future creation off the General Plan because an Open Space Element is mandated by the State.

Question: Will this plan examine whether paths and trails will be used by pedestrians and bike riders at the same time? What is the surface that will be out in the desert?

Answer: Different types of surfaces depending on where you are at. Asphalt or street lane with sidewalk for street bicyclists and pedestrians. We will also look at other cities to see what they do. Some trails may be dirt, but the goal is that the dirt trail will connect to a bike lane or sidewalk. There may be different surfaces in different areas based on local traffic and preferences.

Commissioner Frost suggested the addition of community events such as 10K runs, triathlons, and other collaborations. He discussed the benefits such events would have on the Town's amenities, participation, and overall reputation.

Mr. Kugler concluded his presentations with thanks to the Planning and Zoning Commission and the Parks and Recreation Advisory Board.

## **5. CALL TO THE PUBLIC/COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action

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

## **7. ADJOURNMENT**

**On a motion by Parks and Recreation Advisory Board Member Smith, seconded by Parks and Recreation Board Chairman Pinson, and carried by a vote of 7-0 to adjourn the meeting at 6:10 PM.**



Gary Pranzo, Chairman



Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
June 21, 2018  
REGULAR MEETING MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, June 21, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

**Chairman Pranzo called the meeting to order at 6:00 pm**

**2. ROLL CALL:**

<b>Chairman Pranzo</b>	<b>Present</b>
<b>Vice-Chair Frost</b>	<b>Present</b>
<b>Commissioner Smidt</b>	<b>Absent</b>
<b>Commissioner Shoppell</b>	<b>Present</b>

**Council Liaison Hawkins Present**

**A quorum of Commissioners is present**

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on June 7, 2018.**

**On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried to approve the June 7, 2018 meeting minutes.**

**5. NEW BUSINESS**

**On a motion by Vice-Chair Frost, seconded by Commissioner Shoppell and carried to adjourn from Regular Session and convene to Work Session.**

**A. Work session/presentation and discussion on the Town proposed draft text amendments to Development Code Part 7, Parking; Loading and Unloading**

**Planning Manager Larry Harmer displayed a PowerPoint presentation on suggested possible changes and edits to Part 7 of the Development Code: Parking, Loading and Unloading. Some of the changes to the parking section include:**

- The addition of new terms and definitions**

- Re-formatting the Development Code for clarity and future additions
- Addressing new technology

The work session is meant to answer questions and gain suggestions on the changes made to the parking section of the code.

Mr. Harmer began the presentation by recommending a new layout for the code's numbering system. He stated that the current numbering system does not allow for additional sections and chapters. Mr. Harmer's proposal is the use of a layout that includes Roman numerals, letters, and numbers so the Town can easily add new sections and chapters. He then provided a general example on the layout.

Mr. Harmer suggested the addition of new terms and definitions such as zoning administrator, electric vehicle charging station, battery electric vehicles, and recreational storage vehicles. Chairman Pranzo expressed concern that the title of zoning administrator was an "ad hoc" and asked for clarification on the term. Mr. Harmer stated "zoning administrator" was a traditional title that encompassed different positions and allowed for flexibility. Chairman Pranzo asked if the term can be changed back. Mr. Harmer agreed that we could restore the original terms or titles for clarity but would provide statutory authority of a zoning administrator. Mr. Harmer stated to the Commission that the draft before them was only a starting point. Comments and concerns are necessary to put forth the best changes possible.

Mr. Harmer discussed the possibility of additional parking when appropriate. For example, if a use is changed from a bookstore to a restaurant than appropriate parking adjustments would be required. Developers would be responsible for meeting the number of parking spaces for the new use.

Mr. Harmer stated another change is that all required parking shall be paved per parking standards and any additional parking must be paved, also. A list of appropriate materials for paving was presented. Chairman Pranzo questioned this change because he does not want the sudden need to develop parking to hinder the commercial and economic growth of the Downtown area, which currently has 18 dark buildings. Mr. Harmer noted that the Downtown could be treated differently, and the current on-street and public parking in place might be sufficient. Vice-Chair Frost asked what "paved" meant in terms of this situation. Mr. Harmer explained the various types of pavement and the benefits such as dust proof parking. Vice-Chair Frost questioned if this paving initiative applies to residential areas. Mr. Harmer noted that we do not want to encourage a sea of parking and noted that a formula for calculating maximum parking in a residential lot is available to maintain aesthetic value.

Chairman Pranzo stated his concern about rain water run-off. Mr. Harmer replied that this change is driven more toward new properties with proper drainage. Chairman Pranzo explained that most of these paving standards are fine for places

with an HOA but must be carefully formulated to fit in the town, especially the Historic District.

Chairman Pranzo is concerned that developers might walk away from commercial construction due to harsh paving code. Mr. Harmer agreed and suggested that mechanisms be put in place to prevent such limitations and narrow down the definitions for building modifications.

Commissioner Shoppell asked if Downtown housed enough patron parking. Chairman Pranzo and Mr. Harmer discussed downtown options found in public parking areas, back lots, and the possibility of future development of back door entrances to establishments as the Town grows. Commissioner Shoppell asked about parking enforcement in the Downtown area Mr. Harmer responded that the code already discusses parking enforcement. Mr. Harmer briefly noted provisions for shared parking among businesses.

Mr. Harmer suggested Recreation Vehicles should be behind a 6 ft. wall with a gate and no more than 48 hours on the front street for travel prep or cleaning. Mr. Harmer stated Florence currently allows on-site storage for RVs. Chairman Pranzo noted reluctance to address on-site storage and that this would work better in HOA areas.

Mr. Harmer briefly explains that the Development Code currently prohibits someone from overpopulating a site with parking. Mr. Harmer stated some people believe this restriction is unfair due to business models requiring more parking. However, this may be a case by case matter. Chairman Pranzo responded that this code is meant to limit rain water run-off. Mr. Harmer noted that this is only a suggestion. Some other suggestions were the addition of sidewalks to connect parking areas to building fronts and the option of parking calculations by employee shift, the number of pumps, or per bed.

Vice-Chair Frost asked if the code addressed lighting. Mr. Harmer answered that a different section in the code pertained to lighting requirements. Mr. Harmer will be investigating dark sky policies, but this may be difficult due to the nearby prisons. Mr. Harmer mentioned other topics such as assisted, sober, and independent dwellings. Chairman Pranzo asked the definition of a "dwelling unit." Mr. Harmer explained they are either single family homes or human places of habitation. ADA standards will be part of the new and current standards.

Mr. Harmer discussed the future of electric vehicles and he went into signage and charging time of electric vehicle charging spaces. Commissioner Shoppell asked how the system works and who pays for the service. Mr. Harmer explained that the concept is like a gas pump where a customer would pay with a card after parking their vehicle to charge. Commercial developers would be responsible for the construction of the charging stations and the electricity for the charging stations. Mr. Harmer added ideas have been pulled from other communities and that, currently, there is no Arizona legislation concerning electric cars, but one may soon. Vice-Chair

Frost asked where the information was derived. Mr. Harmer explained that the research was a cross-examination of other cities and towns such as Sedona, Flagstaff, Prescott, Chandler, Gilbert, Coolidge, Casa Grande, and Maricopa. Vice-Chair Frost concurred with the "tried and true" method. Mr. Harmer and Vice-Chair Frost further discussed additional standards on parking lot landscape coverage, dumpster placement, driver maneuverability and visibility, and overall aesthetics.

Mr. Harmer ended his presentation on the point that table work session would be beneficial and details on RVs and electric vehicles can be addressed at a later date.

**On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried to adjourn from Work Session and reconvene to Regular Session.**

#### **B. July 5, 2018 Meeting Cancellation**

Mr. Harmer noted that there are no agenda items for July 5, 2018 and that the meeting will be canceled.

### **6. PRESENTATION BY DEVELOPMENT SERVICES**

A. The Commission will hear an update on the progress of the proposed Small Wireless Facility Ordinances and Terms and Conditions

Dana Burkhardt, Planning Consultant, explained to the Commission that public outreach for comments began by email, newspaper, social media, and a public meeting will be held on the 12<sup>th</sup> and 19<sup>th</sup> of July. The previous meeting was recapped. Mr. Burkhardt asked for further comments and concerns.

Chairman Pranzo asked if the following sentence could be added into the text, "anticipated weight shall not exceed 25 percent of the yield strength of the monopole base material."

The Commission asked if the equipment could be removed. Mr. Burkhardt stated that the provider of the pole was solely responsible for removing the equipment as per the Terms and Conditions agreement. Mr. Burkhardt described how the equipment may go underground. The major concern among the Commissioners was the impact the poles would have on Town aesthetics, especially in the Downtown area. The Commissioners asked for graphics that showed what the poles would look like in Florence. Mr. Burkhardt agreed to provide photos of the possible aesthetic outcomes in Florence. Vice-Chair Frost was concerned about section nine because the terms called for an off-switch, but no safety training. Mr. Burkhardt agreed to clarify that safety training was required every year.

### **7. CALL TO THE PUBLIC/COMMISSION RESPONSE**


Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond

to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

#### A. ADJOURMENT

**On a motion of Vice-Chair Frost, seconded by Commissioner Shoppell and carried to adjourn the meeting at 7:21 pm.**

  
\_\_\_\_\_  
Gary Pranzo, Chairman

  
\_\_\_\_\_  
Date

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
July 19, 2018  
REGULAR MEETING MINUTES**

**MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, July 19, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

**Chairman Pranzo called the meeting to order at 6:03 pm**

**2. ROLL CALL:**

<b>Chairman Pranzo</b>	<b>Present</b>
<b>Vice-Chair Frost</b>	<b>Present</b>
<b>Commissioner Smidt</b>	<b>Absent</b>
<b>Commissioner Shoppell</b>	<b>Present</b>

**Council Liaison Hawkins Present**

**A quorum of Commissioners is present**

**3. PLEDGE OF ALLEGIANCE**

**4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on June 21, 2018.**

**On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried by a vote of 3-0 to disapprove the June 21, 2018 meeting minutes and to have them return at the Commission's next meeting with corrections.**

**5. PUBLIC HEARING**

**A. CASE PZ-18-21-ORD SMALL WIRELESS FACILITY TEXT AMENDMENT**

**PRESENTATION/DISCUSSION/RECOMMENDATION** of a Text Amendment application by the Town of Florence amending the Town of Florence Code of Ordinances. Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Definitions, and Part 9 Wireless Communications Facilities Sections 150.180 to 150.184. (Ordinance No. 662-18)

Planning Consultant Burkhardt gave a PowerPoint presentation summarizing HB 2365 legislation and the statutory requirements of Towns to allow Small Wireless Facilities on

town-owned structures located within rights of way. Mr. Burkhardt explained the public outreach to Town stakeholders, the Town Attorney, and citizens through the Florence newspaper, social media, and a public meeting. Stakeholders offered corrected drafts of the amendments and there was limited input from the neighborhood meeting.

Mr. Burkhardt noted the legislation bars exclusive lease agreements and facilities beyond the 50 ft. height or having a volume greater than prescribed by the statute. Mr. Burkhardt stated that over the last three years, five applications for small cell wireless antennas were administratively approved, but none of the facilities were erected and the approvals are now expired.

Mr. Burkhardt explained the two different types of antennas that could be placed in the Historic Downtown: the cannister configuration and the screen directional antenna. Mr. Burkhardt showed images of the two types of antennas and described how they could conform with Downtown character and aesthetics. He stated that providers would most likely consider street light or traffic light cannisters if any proposals were to be made in the future.

Mr. Burkhardt provided a third option known as the strand-mounted antenna that attaches to overhead lines.

Mr. Burkhardt concluded the presentation by stating that the Terms and Conditions and the amendments to the Town Code, Land Development Code, and the zoning ordinance are all meant to facilitate the new legislation.

Vice-Chair Frost asked whether the setbacks from the poles, in Exhibit B Subsection C, are sufficient in terms of safety. Mr. Burkhardt responded that the original intent was for the pole to fall on the property or not beyond the property, and if a request came in from a private property owner, then a review of the setbacks would take place.

Vice-Chair Frost went over sections 1.3, 1.13.2, 1.18.2, 4.9, 4.17, Part 10, 11.1.1, 13.1.1, 13.5, and 13.6 in the Terms of Conditions. He asked for defined terms to be capitalized and if any single telecommunication poles were in the public right of way. Mr. Burkhardt stated he would include the edits and investigate single telecommunication towers in the right of way. Vice-Chair Frost inquired regarding the metering system for Small Cell Wireless Facilities on street lights, the required volume for antennas, the ability to receive records at the Town's request, the definition of who is part of the indemnification party, and the addition of the full titles Terms and Conditions and Small Cell Wireless.

Chairman Pranzo asked about Development Services' title as a Department. He wants to know if Development Services is an administratively approved Department. Planning Manager Harmer said he would investigate the question. Mr. Burkhardt recommended an amendment that requires a reference to Development Services if the title changes.

Chairman Pranzo opened the floor up to comments specific to the Small Wireless facilities. Tom Molton, who lives at 5422 W. Victory Way in Merrill Ranch, spoke about

his concerns over health effects. He stated that if there are no health concerns now but there were later, then it is more difficult to remove Small Cell Wireless Facilities.

Mr. Burkhardt responded that there is no conclusive evidence that Small Cell Wireless Facilities are related to any health concerns. He said denying such a proposal with no conclusive evidence would compromise the Town's ability to hold the decision in court.

Chairman Pranzo stated that the Small Cell Wireless Facility amendment was not a choice because the Federal and State governments mandated that small cell wireless companies had the right to place the poles in the right of way. The Town of Florence must be careful about location, aesthetics, and the structural integrity of the poles.

**On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried by a vote of 3-0 to forward a favorable recommendation of Case PZ-18-21-ORD, Ordinance No. 662-18, as amended, to the Town Council.**

**B. CASE PZ-18-21-ORD SMALL WIRELESS FACILITY TEXT AMENDMENT**  
**PRESENTATION/DISCUSSION/RECOMMENDATION** of a Text Amendment application by the Town of Florence amending the Town of Florence Code of Ordinances, Title XI Business Regulation, to insert Subsection 120 Small Wireless Facilities. (Ordinance No. 663-18)

Chairman Pranzo opened the floor to public comment. Alyssa Molton of 5422 W. Victory Way in Florence, AZ came forward to ask the purpose of the Small Cell Wireless Facilities. Chairman Pranzo explained that these Small Cell Wireless Facilities boost cell phone reception and increase cellular speed. Mrs. Morton asked if these poles will be placed in the near homes and what kind of power they used. Chairman Pranzo responded that the small cell wireless ran on electricity and used a different form of energy than normal AM/FM radio waves.

Mr. Burkhardt explained that the small cell wireless facilities use a certain bandwidth of radio frequency as required by the Federal Communications Commission (FCC). The purpose of the legislation was to get in front of 5<sup>th</sup> Generation (5G) technology. The industry has decided that these smaller facilities will bring faster service to places with a high demand. Mr. Burkhardt explained the antennas go to key intersections and locations such as schools where signal is in greater demand. Mrs. Molton asked who paid for the construction of the cell towers. Mr. Burkhardt stated that the developers pay for all costs related to the infrastructure.

**On a motion by Vice-Chair Frost, seconded by Commissioner Shoppell and carried by a vote of 3-0 to forward a favorable recommendation of Case PZ-18-22-ORD, Ordinance No. 663-18, as amended, to the Town Council.**

### **C. NEW BUSINESS**

**A. PRESENTATION/DISCUSSION/RECOMMENDATION** of the proposed Terms and Conditions for Small Wireless Facilities in Town Rights of Way.

**On a motion by Vice-Chair Frost, seconded by Commissioner Shoppell and carried by a vote of 3-0 to forward a favorable recommendation of Case PZ-18-22-ORD, Ordinance No. 663-18, as amended, to the Town Council.**

**D. PRESENTATIONS**

**A. FUTURE AGENDA ITEMS/INFORMATION ONLY**

Mr. Harmer discussed a possible joint work session with the Parks and Recreation Advisory Board on August 2, 2018, regarding the first draft of the Pedestrian Trails and Bicycle Master Plan. The Chairman and the other Commissioners agreed to a meeting at 5:30 PM.

Mr. Harmer stated that four expired plats are being brought forward for re-approval by the commission.

Mr. Harmer explained that a work session on the parking code will take place and the sign code is under edit. Both will be brought forward for public hearings and recommendations.

Mr. Harmer mentioned other code amendments are underway for introduction. Vice-Chair Frost informed Mr. Harmer that he will be out of town on the 20<sup>th</sup> of September. Chairman Pranzo responded that he may be unavailable as well due to possible the council election.

**E. CALL TO THE PUBLIC/COMMISSION RESPONSE**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

**A. ADJOURNMENT**

**On a motion of Vice-Chair Frost, seconded by Commissioner Shoppell and carried by a vote of 3-0 to adjourn the meeting at 7:17 pm.**

  
\_\_\_\_\_  
Gary Pranzo, Chairman

  
\_\_\_\_\_  
Date

**ORDINANCE NO. 270-99**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, AUTHORIZING CERTAIN NON-CONFORMING AND DE FACTO USES OF PROPERTY WITHIN UNITS I, II, III, & IV OF CALIENTE CASA DEL SOL, AND DECLARING AN EMERGENCY.**

**WHEREAS**, The Town of Florence has, by Ordinance adopted a certain document entitled "Recreational Vehicle Travel and Trailer Park Zoning Classifications for the Town of Florence" (Ordinance No. 59, 3-19-84); and

**WHEREAS**, The Town recognizes that said Ordinance No. 59 may be amended or replaced at any future date as the need may arise; and

**WHEREAS**, The Town wishes to acknowledge certain non-conforming and de facto uses within Units I, II, III and IV of Caliente Casa Del Sol.

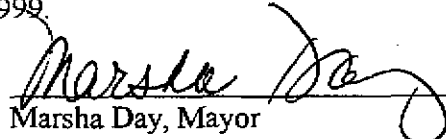
**NOW, THEREFORE, BE IT ORDAINED** that the following non-conforming conditions shall be allowed, and shall be unique to Units I, II, III, and IV of Caliente Casa Del Sol:

- A) Facing the property, the right side setback shall be one (1) foot,
- B) Facing the property, the left side setback shall be two (2) feet,
- C) The rear setback shall be one and one-half (1 ½) feet,
- D) The front setback shall be forty-four (44) inches.

All other buildings, structures, sites and uses shall comply with the "Recreational Vehicle Travel and Trailer Park Zoning Classification for the Town of Florence" as originally adopted, or as may be amended or replaced.

**AND BE IT FURTHER ORDAINED THAT** because it is necessary for the preservation of the peace, health and safety of the Town of Florence, Arizona, an emergency is declared to exist, and this Ordinance shall become immediately operative and in force from and after the date of posting hereof.

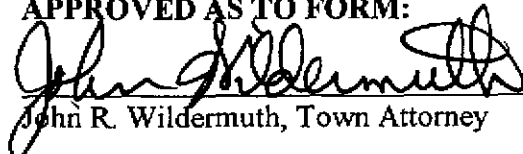
**PASSED AND ADOPTED** by the affirmative vote of three-fourth of Mayor and Council of the Town of Florence on this 19 day of January, 1999.


  
Marsha Day, Mayor

**ATTEST:**

  
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

  
John R. Wildermuth, Town Attorney

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9a.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Brent Billingsley, Town Manager  <b>SUBJECT:</b> Purchase Agreement with Greenstone Water Credits, 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 checked="" 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:**

Motion to execute a purchase agreement with Greenstone Water Credits, LLC, for Pinal Active Management Area extinguishment credits.

**BACKGROUND/DISCUSSION:**

The Town of Florence has an Assured Water Supply Designation (AWS), more commonly known as a Decision and Order (D&O), by Arizona Department of Water Resources (ADWR). For the Town to obtain and maintain this designation, it must demonstrate, among other requirements, that it's water supplies will be physically, legally, and continually available for 100 years. For approximately one-year staff has been working toward modifying our designation to acknowledge an increase of water supply that could result from the acquisition of water supplies within the Pinal Active Management Area (AMA) and from groundwater recharge.

The Town currently utilizes a relationship with the Central Arizona Ground Water Replenishment District (CAGRD) to assure a 100-year water supply. CAGRD provides the opportunity for water providers to obtain paper water access to renewable resources without having to construct the infrastructure necessary to physically convey those resources to new developments. In effect, the water provider need only install a local groundwater system to supply the wet-water needs of the development. The CAGRD is not mandated to hydrologically balance local ground-water withdrawals with aquifer replenishment. Instead, the CAGRD relies on paper-water accounting that allows ground-water pumping in one area of an AMA to be offset by the recharge of Colorado River water in

another area of the same AMA. Growth which solely depends on the CAGR to obtain an AWS designation would result in a paper-water balance of ground water withdrawals with ground water replenishment. Utilizing the CAGR in this fashion is not consistent with the Town's interests because reliance on paper-water accounting would circumvent the hydrologic-based principle of aquifer stewardship.

Under the Assured Water Supply (AWS) Program, designated water providers are granted a volume of allowable ground water withdrawals without incurring a replenishment obligation (ground water allowance). This volume was considered a phase-in allowance to assist water providers in shifting from reliance on mined ground water to renewable supplies. Allowable ground water can also be credited over time. An annual incidental recharge credit is accrued based on 4% of the total potable and reclaimed water produced in the previous calendar year.

Long-term storage credits are accrued when renewable water supplies are recharged to the aquifer for recovery in a subsequent year.

The owner of an irrigation grandfathered groundwater right has the option of permanently retiring his farmland, in full or in part at a time of his own choosing and depending on a date specified in the Assured Water Supply Rules, can create a groundwater credit that can be used by the developer to allow an orderly transition over time to non-groundwater supplies. Groundwater credits, also known as extinguishment credits, may be sold to another party and transferred to be used anywhere within the same Active Management Area, provided those credits have not already been pledged toward an Assured Water Supply certificate or designation and that the applicant has demonstrated that the water will be physically available for 100 years at the location of withdrawal.

If approved, this Purchase Agreement would facilitate purchase of Extinguishment Credits utilizing net proceeds of Town income from the Tonopah Irrigation and Drainage District/CAGR Long Term Storage Credit Agreements. The negotiated price of these Extinguishment Credits a fraction of the current 2018/2019 CAGR Total Assessment Rate of \$694 per acre foot and less than half of the 2018 Central Arizona Project (CAP) "Excess Water" value of \$205 per acre foot. Purchased credits can be used to offset potential CAGR charges.

There are very few options out there to purchase "paper water" in the Pinal Active Management Area. That said, staff reached out to other entities including Central Arizona Project and Salt River Project regarding purchase opportunities. Greenstone provided the best combination of volume, price, and flexibility.

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

The Town would not enter into a Purchase Agreement with Greenstone Water Credits, LLC.

### **A VOTE OF YES WOULD MEAN:**

The Town would ratify a Purchase Agreement with Greenstone Water Credits, LLC, that would facilitate purchase of Extinguishment Credits utilizing net proceeds of Town income from the Tonopah Irrigation and Drainage District/CAGRD Long Term Storage Credit Agreements, not to exceed the amount received from the proceeds described above on an annual basis.

### **FINANCIAL IMPACT:**

The net impact of ratifying the Purchase Agreement is positive as it will substantially facilitate a Council Strategic Plan objective while strengthening Florence's water future by broadening and diversifying the Town's water portfolio. The Town recently received our 2017/2018 payment from CAGRD of \$437,150. These funds would immediately be reinvested in future water by purchasing Management Area Extinguishment credits. These credits would in turn, add to the Town's 100-year water supply and over time reduce dependence on CAGRD.

Annual increase or decrease in the purchase price per Extinguishment Credit cannot exceed a maximum increase or decrease of 7%, compared to the prior year's purchase price per Extinguishment Credit.

### **ATTACHMENTS:**

Purchase Agreement  
Presentations

**TOWN OF FLORENCE – GREENSTONE WATER CREDITS, LLC**  
**AGREEMENT FOR PURCHASE AND SALE OF EXTINGUISHMENT CREDITS**

Effective Date: \_\_\_\_\_, 2018

Seller: Greenstone Water Credits, LLC  
2999 N. 44th St., Suite 518  
Phoenix, AZ 85018

Buyer: Town of Florence  
775 N. Main St.  
Florence, AZ 85132

Escrow Agent: Pioneer Title Agency, Inc.  
c/o Linda Duval  
7310 N. 16<sup>th</sup> St., Suite 250  
Phoenix, AZ 85020  
Phone: (602) 943-0184  
Fax: (866) 757-4696  
E-mail: linda.duval@PTAAZ.com

**Recitals**

A. Buyer has previously entered into that certain Purchase and Sale Agreement for Long Term Storage Credits (the “CAWCD PSA”) with the Central Arizona Water Conservation District (“CAWCD”) dated December 1, 2016, pursuant to which Buyer has agreed to sell long-term storage credits (each, a “LTSC”) to CAWCD. A copy of the fully executed CAWCD PSA is attached hereto as Exhibit “A”.

B. Seller owns certain extinguishment credits, issued by the Arizona Department of Water Resources (“ADWR”) in the Pinal active management area (the “Extinguishment Credits”).

C. Buyer desires to use, inter alia, a portion of the proceeds from the sale of LTSCs under the CAWCD PSA in order to purchase Extinguishment Credits from Seller, and Seller desires to sell to Buyer certain Extinguishment Credits, during each of the calendar years 2018, 2019, 2020, 2021 and 2022, and in certain minimum and maximum numbers of Extinguishment Credits during each of the foregoing calendar years, all as more fully set forth under the terms and conditions of this Agreement for Purchase and Sale of Extinguishment Credits (this “Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (the “Parties”) hereby agree as follows:

**Agreements**

1. **Purchase and Sale – Minimum and Maximum Per Year.** During each of the calendar years 2018, 2019, 2020, 2021 and 2022 (each, a “Purchase Year”), Buyer agrees to

purchase, and Seller agrees to convey, transfer and assign to Buyer, a minimum of three thousand (3,000) Extinguishment Credits per calendar year, up to a maximum of eight thousand (8,000) Extinguishment Credits per calendar year, in a single closing during each calendar year, subject to the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price to be paid by Buyer to Seller (the “Purchase Price”) shall be Ninety Dollars (\$90.00) per Extinguishment Credit purchased during the year 2018. Beginning in 2019, and for each subsequent Purchase Year, the Purchase Price per Extinguishment Credit shall be increased or decreased relative to the prior year’s Purchase Price per Extinguishment Credit by the same percentage increase or decrease that the cost per LTSC under Section 2.2 of the CAWCD PSA increased or decreased relative to the prior year’s cost per LTSC, measured over the same year-to-year period. By way of example only, if the cost per LTSC for 2019 is 5% greater than the 2018 cost per LTSC, then the Purchase Price per Extinguishment Credit shall also increase by 5% in 2019 over 2018, i.e., to a Purchase Price of \$94.50 per Extinguishment Credit for 2019. Notwithstanding the foregoing, under no circumstances shall any annual increase or decrease in the Purchase Price per Extinguishment Credit exceed a maximum increase or decrease of seven percent (7%) compared to the prior year’s Purchase Price per Extinguishment Credit.

3. **Required Notice From Buyer.** During each Purchase Year, Buyer shall give notice to Seller, by no later than five (5) business days following the closing of that year’s sale of LTSCs by Buyer to CAWCD, of the computation of that Purchase Year’s Purchase Price per Extinguishment Credit, as determined pursuant to Section 2 herein. Then, no later than ten (10) business days following Buyer’s notice to Seller of the Purchase Price, Buyer shall notify Seller of the number of Extinguishment Credits Buyer desires to purchase for that Purchase Year, subject to the minimum and maximum restrictions set forth in Section 1 herein. Notwithstanding the foregoing, Buyer’s initial notice of the computation of the Purchase Price must occur by no later than October 15 of each Purchase Year.

4. **Escrow Opening.** Within three (3) business days of Buyer’s notice of the number of Extinguishment Credits Buyer desires to purchase, the Parties shall cause an escrow (“Escrow”) to be established with Escrow Agent. “Opening of Escrow” as used herein shall mean the day on which Escrow Agent receives notice from Buyer and Seller of the number of Extinguishment Credits to be conveyed, the price per Extinguishment Credit and the resulting total Purchase Price for that Purchase Year’s conveyance of Extinguishment Credits. Upon the Opening of Escrow, Escrow Agent shall execute the Acceptance of Escrow Agent attached hereto as Exhibit “B”. Escrow Agent shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow.

5. **Seller’s Delivery of Documents to Escrow Agent.** Within fifteen (15) business days following Opening of Escrow, Seller shall deliver to Escrow Agent the original form(s) of Notification of Conveyance of Extinguishment Credits, in the form attached hereto as Exhibit “C”, for the Extinguishment Credits being purchased, each fully completed, executed and notarized by Seller (the “ADWR Documents”). All Extinguishment Credits shall be from the Pinal active management area, shall not have been pledged and shall be free and clear of any and all encumbrances, including (but not limited to) all monetary encumbrances.

6. **Closing and Payment of Closing Fees.** Subject to the terms and obligations of this Agreement, consummation of the purchase by Buyer and sale by Seller of the Extinguishment Credits (the “Closing”) shall occur no later than 5:00 PM MST thirty (30) business days following Opening of Escrow (the “Closing Date”) at the offices of the Escrow Agent. Notwithstanding the foregoing, under no circumstances shall Closing for any Purchase Year occur later than December 31 of that Purchase Year. On or prior to the Closing Date, Buyer shall deposit with the Escrow Agent, by wire transfer of immediately available funds, the Purchase Price, together with one-half (1/2) of the Escrow Fees. Upon the Closing, the Escrow Agent shall deliver the Purchase Price to Seller. Upon the Closing, the Escrow Agent shall deliver the ADWR Documents to Buyer. Buyer and Seller shall each pay one-half (1/2) of the escrow fees charged by Escrow Agent (the “Escrow Fees”). Except as otherwise provided herein, all other Escrow and Closing costs shall be allocated to and paid by Seller or Buyer in accordance with the manner in which such costs are customarily paid by such parties in sales of real property in Pinal County; provided, however, that each Party shall pay its own attorneys’ fees, and Buyer shall pay ADWR’s fees for filing the ADWR Documents and for issuance of revised Certificates to Buyer. The obligations of the Parties to pay the Escrow Fees and Closing costs shall survive Closing.

7. **Escrow Instructions.** Buyer and Seller shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the instructions to Escrow Agent.

8. **Default; Remedies.**

(a) Buyer shall be deemed to be in default hereunder if, during the term of this Agreement, Buyer fails to perform its obligations within the time prescribed under this Agreement or there is a material breach of the warranties of Buyer as set forth herein. If Buyer is in default during the term of this Agreement, Seller shall notify Buyer in writing of the particulars of the default. Buyer shall have thirty (30) calendar days from receipt of such default notice to cure such default. If Buyer remedies such default within the thirty (30) calendar day cure period, Buyer shall be reinstated in good standing under this Agreement. If Buyer fails to cure the default within such thirty (30) calendar day cure period, Seller may exercise all remedies as may be available to Seller at law or in equity. Notwithstanding any other provision herein to the contrary, if Buyer is unable to perform its obligations hereunder as a result of a change in Arizona or Federal law that causes the CAWCD PSA to become invalid or unenforceable, then Buyer shall not be deemed in default hereunder.

(b) Seller shall be deemed to be in default hereunder if, during the term of this Agreement, Seller fails to perform its obligations within the time prescribed under this Agreement or there is a material breach of the warranties of Seller as set forth herein. If Seller is in default during the term of this Agreement, Buyer shall notify Seller in writing of the particulars of such default. Seller shall have thirty (30) calendar days from receipt of such default notice to cure such default. If Seller remedies such default within the thirty (30) calendar day cure period, Seller shall be reinstated in good standing under this Agreement. If Seller fails to cure the default within such thirty (30) calendar day cure period, Buyer may elect to terminate this Agreement, or Buyer may as its sole remedy hereunder seek specific performance from Seller for any breach of obligation hereunder, provided that Buyer must file a notice of action for specific performance within sixty (60) calendar days after Seller fails to cure the default, or Buyer shall be deemed to have waived its right to specific performance.

(c) This Section 8 shall survive the termination of this Agreement.

9. **Notices.** Any notices or demands which shall be required or permitted by law or under the provisions of this Agreement shall be in writing and shall be effective when delivered personally or by expedited courier service, or when delivered by facsimile or e-mail transmission, and addressed to the Parties at the addresses shown below, or such other addresses indicated by one party to the other party in writing from time to time:

If to Buyer: Town of Florence  
775 N. Main St.  
Florence, AZ 85132  
Attn: Brent Billingsley  
Fax: (\_\_\_\_)\_\_\_\_\_  
E-mail: [brent.billingsley@florenceaz.gov](mailto:brent.billingsley@florenceaz.gov)

With a copy to: Town of Florence  
775 N. Main St.  
Florence, AZ 85132  
Attn: Clifford Mattice  
Fax: (\_\_\_\_)\_\_\_\_\_  
E-mail: [clifford.mattice@florenceaz.gov](mailto:clifford.mattice@florenceaz.gov)

If to Seller: Greenstone Water Credits, LLC  
2999 N. 44th St., Suite 518  
Phoenix, AZ 85018  
Attn: Mike Schlehuber  
E-mail: [mschlehuber@greenstonerp.com](mailto:mschlehuber@greenstonerp.com)  
Attn: Mike Malano  
E-mail: [mmalano@greenstonerp.com](mailto:mmalano@greenstonerp.com)

With a copy to: Joseph M. Atkinson  
Atkinson, Hamill & Barrowclough, P.C.  
3550 N. Central Ave., Suite 1150  
Phoenix, AZ 85012  
Fax: (602) 222-4820  
E-mail: [jatkinson@ahblawfirm.com](mailto:jatkinson@ahblawfirm.com)

All notices and other communications shall be deemed to have been received on (i) the date of receipt, if personally delivered; (ii) the next business day after deposit with an overnight courier with national operations, if transmitted by courier; (iii) the next business day after the date of facsimile transmission, if transmitted by facsimile; (iv) the next business day after the date of e-mail transmission, if transmitted by e-mail. Any hand-delivered notices received on a Saturday, Sunday or on an Arizona State or Federal holiday, or after 5:00 p.m., recipient's local time, on a business day, shall be deemed received on the next succeeding business day.

## 10. **General Provisions.**

(a) **Authority.** Buyer represents and warrants that it has legal authority and capacity to enter into this Agreement upon the terms and conditions provided within this Agreement, and has properly and legally authorized and executed this Agreement. Seller represents and warrants that it has the legal authority and capacity to enter into this Agreement upon the terms and conditions provided within this Agreement, and has properly and legally authorized and executed this Agreement.

(b) **Assignment.** This Agreement shall not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Seller may assign its rights under this Agreement and any other documents associated therewith (a) in connection with the sale of all or substantially all of the assets of Seller, (b) in connection with any merger, consolidation or similar transaction involving Seller, and (c) to any affiliate of or related entity to Seller, all without Buyer's consent.

(c) **Execution.** This Agreement may be executed in any number of counterparts, which taken together shall constitute one Agreement. Fax or email copies of this Agreement and fax/email signatures thereon shall have the same force, effect, and legal status as originals.

(d) **Severability.** If any provision of this Agreement or application thereof is or shall become invalid or unenforceable, it shall be severed, this Agreement shall remain in effect, and the remaining provisions of this Agreement and/or application of the pertinent provision shall not be affected.

(e) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Arizona and applicable Federal law, without regard to principles of conflicts of laws thereof, or principles of conflicts of law or choice of law provisions of any other jurisdiction which could cause the pre-emption of Arizona law, or the application of the laws of any jurisdiction other than the State of Arizona. The venue for any dispute, controversy or claim arising out of or relating to this Agreement shall be exclusively in the Superior Court of Pinal County, Arizona.

(f) **Attorneys' Fees.** In the event of any litigation or other proceedings between the Parties concerning this Agreement or the Property, the prevailing Party shall be entitled to the payment by the non-prevailing Party of all of its reasonable attorneys' fees, court costs and litigation expenses.

(g) **Waiver.** Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(h) **Entire Agreement.** This Agreement is intended by the Parties to be the final expression of their agreement and constitutes the entire and exclusive understanding and

agreement between the Parties regarding this subject matter. This Agreement supersedes any previous negotiations, letters of intent, offers, counteroffers, agreements, or representations that may have been communicated or executed by the Parties. Any and all such previous offers, agreements, etc. are hereby terminated and canceled in their entirety. No amendment or modification may be made to this Agreement unless in writing and signed by both Parties.

(i) **Incorporation of Recitals.** The Parties acknowledge and agree that the Recitals are true and correct and are by reference incorporated into this Agreement.

(j) **Brokerage Commission.** Seller shall pay any commission owing to Community Resource Inc. (Tim Bray) by separate agreement (the "Commission"). With the sole exception of the Commission, Seller and Buyer each warrants to the other that the warranting party has incurred no obligation by reason of the Agreement, by separate agreement or by the transactions contemplated by the Agreement for any brokerage commission or finder's fee for which the other party would be liable. Each party hereby indemnifies, protects and holds the other party harmless from and against any and all costs and liabilities, including, without limitation, reasonable attorneys' fees and costs, for causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such party in connection with this transaction.

(k) **Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of Seller and Buyer and permitted assignees and is not intended and (except for any provisions expressly benefitting Escrow Agent) shall not be interpreted as conferring any benefit on any third party, including any real estate broker or agent, or the general public.

(l) **Reasonable Actions to Effect Agreement.** Each of the Parties shall execute and deliver any and all additional documents and shall do any and all acts and things reasonably necessary or appropriate to carry out the performance of their respective obligations hereunder.

(m) **Time Periods.** In the event the time for performance of any obligation hereunder expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday.


(n) **Arms' Length.** This Agreement has been negotiated at arms' length between sophisticated business persons with ready access to counsel of their choice, and shall therefore be construed as if prepared by both Parties, and without any presumption against or in favor of either Party. Captions and headings are used for reference only and shall not be used in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated into it by this reference.

*[Signatures on following page]*

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

**SELLER**

GREENSTONE WATER CREDITS, LLC,  
a Delaware limited liability company

By:   
Name: Mike Schlhuber  
Its: CEO

Dated: Sept 12, 2018

**BUYER**

TOWN OF FLORENCE, ARIZONA,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

**Exhibit “A”**

Purchase and Sale Agreement for Long Term Storage Credits dated December 1, 2016,  
by and between the Central Arizona Water Conservation District, and the Town of Florence

[see attached]

**PURCHASE AND SALE  
AGREEMENT FOR  
LONG TERM STORAGE CREDITS**

This Purchase and Sale Agreement is made this 1<sup>st</sup> day of December, 2016, (the "Effective Date"), between and among the Central Arizona Water Conservation District ("CAWCD"), a multi-county water conservation district organized and existing under the laws of the State of Arizona, and the Town of Florence, a municipal corporation of the State of Arizona ("Florence").

**RECITALS**

A. CAWCD operates the Central Arizona Project ("CAP"). CAWCD also provides replenishment services to member lands and member service areas under authorities provided in Title 48, Chapter 22, Article 4 of the Arizona Revised Statutes. These replenishment authorities are commonly referred to as the Central Arizona Groundwater Replenishment District or CAGRD. CAGRD is not a separate legal entity, but functions within and is operated by CAWCD.

B. CAWCD desires to purchase Long-Term Storage Credits developed by Florence pursuant to Arizona Revised Statutes Title 45, Chapter 3.1, for the benefit of CAGRD member lands and member service areas.

C. Florence is willing to sell and transfer certain Long-Term Storage Credits to CAWCD under the price, terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1  
DEFINITIONS**

As used in this Agreement, the following terms, when capitalized, shall mean:

- 1.1 "ADWR" means the Arizona Department of Water Resources.
- 1.2 "Agreement" means this Purchase and Sale Agreement for Long-Term Storage Credits.
- 1.3 "Annual Notice" means the notice submitted by Florence to CAWCD pursuant to Article 3.1 of this Agreement.
- 1.4 "Annual Purchase Price" means the annual purchase price for Long-Term Storage Credits to be transferred pursuant to the terms of this Agreement as calculated pursuant to Article 2.2 of this Agreement.
- 1.5 "CAGRD" means the Central Arizona Groundwater Replenishment District, the

replenishment authority operated by CAWCD.

1.6 "CAGRD's Account(s)" means (i) the long-term storage account established pursuant to Arizona Revised Statutes § 45-859.01 for the Phoenix Active Management Area, account No. 70-441120.0001; (ii) the conservation district account established pursuant Arizona Revised Statutes § 45-859.01 for the Phoenix Active Management Area, Account No. 75-441120.0000 and/or the (iii) the conservation district replenishment reserve subaccount for the Phoenix Active Management Area, account No 70-441120.0002.

1.7 "CAWCD" means the Central Arizona Water Conservation District.

1.8 "CAP" means the Central Arizona Project.

1.9 "Estimated Annual Long-Term Storage Credit Volume" is as defined in Article 3.1 of this Agreement.

1.10 "Final Annual Long-Term Storage Credit Volume" is as defined in Article 4.1 of this Agreement.

1.11 "Florence" means the Town of Florence.

1.12 "Florence's CAP Water" means the 2,048 acre-feet per year of CAP M&I priority water available to Florence under the Subcontract among the United States, the Central Arizona Water Conservation District, and the Town of Florence, Providing for Water Service, Subcontract No. 07-XX-30-W0481.

1.13 "Florence's Long-Term Storage Account" means the account established pursuant to Arizona Revised Statutes § 45-852.01 in Florence's name to hold the Long-Term Storage Credits accrued by Florence through the storage of Florence's CAP Water in the Phoenix Active Management Area.

1.14 "Florence's Water Storage Permit" means the water storage permit obtained by Florence pursuant to Arizona Revised Statutes § 45-831.01 and Article 2.5.1 of this Agreement authorizing Florence to store Florence's CAP Water at the TID Groundwater Savings Facility.

1.15 "Initial Term" is as defined in Article 6.1 of this Agreement.

1.16 "Long-Term Storage Credit" is as defined in Arizona Revised Statutes § 45-802.01(11).

1.17 "Long-Term Storage Credit Transfer Form" is a form, approved by ADWR, to effectuate the assignment of Long-Term Storage Credits, as defined in Arizona Revised Statutes § 45-854.01(B), and more specifically described in Article 3.2 of this Agreement.

1.18 "Renewal Term(s)" is as defined in Article 6.1 of this Agreement.

1.19 "TID Groundwater Savings Facility" means the Tonopah Irrigation District Groundwater Savings Facility, ADWR Facility permit number 72-534439.0004. CAWCD and Florence

acknowledge that the ADWR Facility permit number for the TID Groundwater Savings Facility may be modified by ADWR upon renewal or modification of the facility's permit.

## **ARTICLE 2 PURCHASE OF LONG-TERM STORAGE CREDITS**

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, beginning January 1, 2018, each year during the term of this Agreement, Florence agrees to sell, transfer and assign to CAWCD all Long-Term Storage Credits created from the storage of Florence's CAP Water minus losses as determined by ADWR pursuant to A.R.S. § 45-852.01(C). CAWCD agrees to purchase, accept and pay for such Long-Term Storage Credits. Provided, however, Florence shall not be obligated to sell, transfer and assign Long-Term Storage Credits to CAWCD pursuant to this Agreement, for any year in which Florence is unable, for reasons beyond its control, to store CAP water and/or accrue CAP water Long-Term Storage Credits at the TID Groundwater Savings Facility or at another underground storage facility or groundwater savings facility agreed to by CAWCD pursuant to Article 2.6 of this Agreement.

2.2 Annual Purchase Price Calculation. The Annual Purchase Price for the Long-Term Storage Credits to be transferred pursuant to this Agreement will vary from year to year and shall be based on components of the CAP published rate schedule. The Annual Purchase Price for the Long-Term Storage Credits to be transferred each year pursuant to this Agreement shall be calculated as follows:

$$AP = [(CAP \text{ Long Term M\&I Subcontract Capital Charge} + CAP \text{ Fixed OM\&R Charge}^* + CAP \text{ Pumping Energy Rate Charge}^* + CAP \text{ Underground Water Storage O\&M Charge for the Phoenix AMA}^*) / .94] \times \text{Final Annual Long-Term Storage Credit Volume for the applicable year}$$

*where*

AP = the Annual Purchase Price for Long-Term Storage Credits transferred in the applicable year

\*As published in CAP's Annual Rate Schedule for the year in which the credits are transferred.

[The following is an example calculation of the Annual Purchase Price using the applicable CAP charges for 2017 and a Final Annual Long-Term Storage Credit Volume of 2,000 acre-feet of Long-Term Storage Credits:

$$AP = [(\$31 \text{ (CAP Long Term M\&I Subcontract Capital Charge)} + \$87 \text{ (CAP Fixed OM\&R Charge}^*) + \$77 \text{ (CAP Pumping Energy Rate Charge}^*) + \$12 \text{ (CAP Underground Water Storage O\&M Charge for the Phoenix AMA}^*)} / .94 = \$220.21 / \text{Long-Term Storage Credit}] \times 2,000 \text{ acre-feet of Long-Term Storage Credits (example Final Annual Long-Term Storage Credit Volume)} = \$440,420 \quad ]$$

2.3 Type of Water. It is the intent of the parties that all Long-Term Storage Credits purchased and sold under this Agreement shall retain the identity of the source of water used to generate such Long-Term Storage Credits.

2.4 Long-Term Storage Credits.

2.4.1 The Long-Term Storage Credits to be sold by Florence are from Florence's Long-Term Storage Account and shall be transferred to CAGRD's Account(s) subject to the terms and conditions of this Agreement.

2.4.2 Except as otherwise agreed to by CAWCD pursuant to Article 2.6 of this Agreement, the Long-Term Storage Credits to be sold by Florence to CAWCD under this Agreement will be stored at the TID Groundwater Savings Facility.

2.5 Water Storage Permit; Obligation to Store Water.

2.5.1 Florence shall apply for and obtain a water storage permit from ADWR pursuant to Arizona Revised Statutes § 45-831.01 authorizing Florence to store Florence CAP Water at the TID Groundwater Savings Facility. Florence shall provide CAWCD with a copy of the permit within ten (10) days of ADWR's issuance of Florence's Water Storage Permit.

2.5.2 Florence shall provide CAWCD with a copy of any agreement between Florence and the Tonopah Irrigation District authorizing Florence to store Florence's CAP Water in the TID Groundwater Savings Facility and any amendments to such agreement.

2.5.3 Except as otherwise agreed to by CAWCD pursuant to Article 2.6 of this Agreement, commencing January 1, 2017, and continuing each year during the term of this Agreement, Florence shall store the entire annual volume of Florence's CAP Water at the TID Groundwater Savings Facility for the purpose of creating Long-Term Storage Credits to sell to CAWCD under this Agreement. Provided, however, Florence shall not be obligated to store the entire annual volume of Florence's CAP Water in any year in which Florence is unable to do so for reasons beyond its control.

2.6 Storage of Water at Alternate Facilities. With the prior written consent of CAWCD, Florence may obtain a water storage permit from ADWR pursuant to Arizona Revised Statutes § 45-831.01 authorizing Florence to store Florence CAP Water at underground storage facilities or groundwater savings facilities in the Phoenix Active Management area other than the TID Groundwater Savings Facility, and may store Florence's CAP Water at such alternate facilities, for the purpose of accruing Long-Term Storage Credits to sell to CAWCD. CAWCD shall not unreasonably withhold written consent authorizing Florence to store Florence CAP Water at facilities other than the TID Groundwater Savings Facility. Unless otherwise agreed to in writing by CAWCD, any Long-Term Storage Credits accrued by Florence through the storage of Florence's CAP Water at such alternate facilities shall be sold to CAWCD under the same terms and conditions of this Agreement applicable to Long-Term Storage Credits accrued by Florence through the storage of Florence's CAP Water at the TID Groundwater Savings Facility. Prior to commencing storage of Florence's CAP Water in any alternate facility, Florence shall provide CAWCD with a copy of Florence's water storage permit for that facility and any agreement entered into with the operator of

such facility.

### **ARTICLE 3 TIME AND MANNER OF TRANSFER**

3.1 Annual Notice. On or before February 15, 2018 and on or before February 15 of each year thereafter during the term of this Agreement, Florence shall notify CAWCD of the volume of Long-Term Storage Credits to be sold to CAWCD during such year (the "Estimated Annual Long-Term Storage Credit Volume").

3.2 Long-Term Storage Credit Transfer Form. On or before March 15, 2018, and on or before March 15 of each year thereafter during the term of this Agreement, Florence and CAWCD shall complete, sign and deliver to ADWR the Long-Term Storage Credit Transfer Form to evidence the transfer of the Estimated Annual Long-Term Storage Credit Volume for that year. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit A to this Agreement. If ADWR adopts a different Long-Term Storage Credit Transfer form, then the Parties shall utilize that form instead. On or before March 15, 2018, and on or before March 15 of each year thereafter during the term of this Agreement, CAWCD shall submit a fully executed Long-Term Storage Credit Transfer Form to ADWR.

3.3 Additional Actions and Documentation. CAWCD shall pay any administrative fees established by ADWR to effectuate the transfer of Long-Term Storage Credits into CAGRCD's Account(s). The parties shall cooperate to take such further actions and execute such further documents as may be determined by either party to be necessary or advisable in order to complete the transfer of the Long-Term Storage Credits contemplated by this Agreement.

### **ARTICLE 4 COMPLETION OF DELIVERY AND PAYMENT**

4.1 Completion of Delivery. Delivery of the Long-Term Storage Credits to be transferred to CAWCD in any particular year under this Agreement shall be deemed complete when ADWR notifies CAWCD in writing that ADWR has received and accepted the Long-Term Storage Credit Transfer Form for such year and intends to transfer Long-Term Storage Credits from Florence's Long-Term Storage Account to CAGRCD's Account(s) ("ADWR Acceptance"). The volume of Long-Term Storage Credits that the ADWR Acceptance provides will be transferred from Florence's Long-Term Storage Account to CAGRCD's Account(s) in any particular year will be the "Final Annual Long-Term Storage Credit Volume" for that year and will be used to calculate the Annual Purchase Price for that year.

4.2 Payment. Each year during the term of this Agreement, within thirty (30) days after CAWCD's receipt of the ADWR Acceptance, CAWCD shall pay Florence the Annual Purchase Price as calculated pursuant to Article 2.2 of this Agreement.

### **ARTICLE 5 REJECTION OR INVALIDATION OF TRANSFER**

5.1 Rejection or Invalidation of Transfer. If ADWR, pursuant to Arizona Revised

Statutes § 45-854.01 (C), rejects or invalidates any transfer or assignment of Long-Term Storage Credits made hereunder before CAWCD has paid for such Long-Term Storage Credits, CAWCD shall not be obligated to pay for the number of Long-Term Storage Credits affected by such rejection or invalidation. If such rejection or invalidation occurs after payment has been made by CAWCD, Florence shall refund an amount equal to the number of Long-Term Storage Credits affected by such rejection or invalidation times the price per acre-foot paid by CAWCD for the affected Long-Term Storage Credits, as such price is established in Article 2.2 of this Agreement. Florence shall refund such amount within forty-five (45) calendar days after either CAWCD or Florence receives any notice of rejection or invalidation from ADWR. CAWCD shall transfer and assign back to Florence the number of credits affected by any such rejection or invalidation. Florence's obligation to refund any payments under this Article 5 shall expire thirty (30) days after ADWR has issued a non-appealable final agency decision approving the transfer and assignment of the Long-Term Storage Credits into CAGRD's Account(s). The Parties' rights and obligations under this Article 5 shall remain in full force and effect, and shall survive termination of this Agreement for purposes of addressing a circumstance where ADWR rejects or invalidates any transfer of Long-Term Storage Credits made hereunder.

## **ARTICLE 6 EFFECTIVE DATE AND TERM**

6.1 Term. This Agreement shall be effective as of the date set forth in the introductory paragraph of this Agreement (the "Effective Date"). The initial term of this Agreement shall extend from the Effective Date to December 31, 2022 (the "Initial Term"). This Agreement will automatically renew for three (3) additional five (5)-year terms (the "Renewal Term(s)"), unless either Party notifies the other in writing at least one-hundred twenty (120) days before the expiration of the Initial Term, or the Renewal Term as applicable, that it does not wish to renew this Agreement. (The Parties intend that Florence will sell and CAWCD will purchase Long-term Storage Credits for five (5) years under the Initial Term of this Agreement, and up to twenty (20) years, if this Agreement is automatically renewed pursuant to the provisions of this Article.)

6.2 Termination. Notwithstanding Section 6.1 of this Agreement, CAWCD may terminate this Agreement if Florence has not commenced storing Florence's CAP Water at the TID Groundwater Savings Facility by October 1, 2017. If CAWCD desires to terminate this Agreement pursuant to this Article 6.2, it shall provide written notice of termination to Florence no later than December 31, 2017.

## **ARTICLE 7 DEFAULT AND REMEDIES**

7.1 Default. The occurrence of any of the following events constitutes an event of default by a party to this Agreement:

7.1.1 The failure of either party to perform any term, covenant, or condition of this Agreement, if that failure continues for sixty (60) days following the receipt of written notice from the other party. The parties shall have an opportunity to cure a potential failure to perform or other breach of this Agreement during the sixty (60) days following receipt of written notice. Both

parties shall cooperate with each other to remedy any default.

7.1.2 (i) The filing by or against either party of a petition to have the party adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against a party, the same is dismissed within sixty (60) days); (ii) the making by a party of any general assignment for the benefit of creditors; (iii) the appointment of a trustee or receiver to take possession of substantially all of the party's assets, when possession is not restored to the party within sixty (60) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of a party's assets, where such seizure is not discharged within sixty (60) days.

7.2 Remedies. If an event of default occurs, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party and/or may pursue any other rights available to it in law or equity. The obligation of the defaulting party to pay any amounts due but unpaid as of the date of termination under this provision shall survive such termination.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

8.1 Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

8.2 Florence's Warranty of Title. Florence warrants that to the best of its actual knowledge it has good and marketable title to the Long-Term Storage Credits that are the subject of this Agreement and agrees to convey marketable title to such Long-Term Storage Credits free and clear of all liens and encumbrances. Florence shall warrant and defend title against all persons claiming by or through Florence and no other.

8.3 Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

8.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the parties.

8.5 Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

8.6 Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.7 Rules, Regulations and Amendment or Successor Statutes. All references in this Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations.

8.8 Conflict of Interest. This parties to this Agreement are hereby notified of A.R.S. § 38-511.

8.9 Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, or United States certified or registered mail. Any such notice must be addressed to the appropriate party at the following address (or at any other address as a party may hereafter designate by written notice given as required by this paragraph):

**CAWCD:**

For delivery use: c/o General Manager  
23636 N. 7th Street  
Phoenix, AZ 85024

For U.S. Mail use: c/o General Manager  
P.O Box 43020  
Phoenix, AZ 85080-3020

**TOWN OF FLORENCE:**


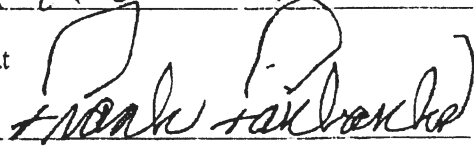
For delivery use: c/o Town Manager  
775 N. Main Street  
Florence, AZ 85132

For U.S. Mail use: c/o Town Manager  
P.O. Box 2670  
Florence, AZ 85132

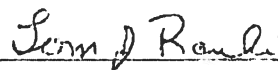

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service or mailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

CAWCD: **CENTRAL ARIZONA WATER CONSERVATION DISTRICT**

By:   
Its: President  
ATTEST:   
Secretary

FLORENCE: **TOWN OF FLORENCE**

By:   
Its: Chair  
ATTEST:   
Town Council Clerk

**EXHIBIT A**

**LONG-TERM STORAGE CREDIT TRANSFER FORM**

ARIZONA DEPARTMENT OF WATER RESOURCES  
Water Planning & Permitting Division  
1110 West Washington St., Suite 310  
Phoenix, Arizona 85007  
Telephone (602) 771-8599  
Fax (602) 771-8689

LONG-TERM STORAGE CREDIT TRANSFER FORM  
A.R.S. § 45-854.01

For Official Use Only

DATE RECEIVED: \_\_\_\_\_

The fee for a Long-Term Storage Credit Transfer is \$250.00 per water storage transfer. Only one transaction may be requested per form. Payment may be made by cash, check, or credit card. Checks should be made payable to the Arizona Department of Water Resources. Failure to enclose the fee will cause the form to be returned. Fees for a Long-Term Credit Transfer are authorized by A.A.C. R12-15-104.

[FOR SELLER]

\_\_\_\_\_  
Name of Seller

\_\_\_\_\_  
Long-Term Storage Account No.

\_\_\_\_\_  
Contact Person/Telephone Number

\_\_\_\_\_  
Facility Permit Number (where source water was stored)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Water Storage Permit Number (authority to store source water)

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email

Number of long-term storage credits (in acre-feet) transferred by type(s) of water and year credits were earned.

Type: \_\_\_\_\_ acre-feet \_\_\_\_\_ year earned \_\_\_\_\_

Type: \_\_\_\_\_ acre-feet \_\_\_\_\_ year earned \_\_\_\_\_

[FOR BUYER]

If the transfer includes long-term storage credits earned from the storage of Central Arizona Project (CAP) water in an Active Management Area (AMA), please state:

1. The date of Buyer's formation (if Buyer is a legal entity): \_\_\_\_\_

2. The amount of groundwater withdrawn by Buyer in the AMA during the calendar year that the credits were earned: \_\_\_\_\_

a. The groundwater right number(s) the Buyer withdrew the groundwater pursuant to: \_\_\_\_\_

\_\_\_\_\_  
Name of Buyer

\_\_\_\_\_  
Contact Person/Telephone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Long-Term Storage Account No. (if any)

*Required Signature Block is on Page 2*

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Pursuant to A.R.S. § 45-854.01(C), the director of the Arizona Department of Water Resources may reject and invalidate any assignment of long-term storage credits in which the stored water would not have met the requirements for long-term storage credits as prescribed by A.R.S. § 45-852.01 if the assignee had stored the water.

The undersigned hereby certify, under penalty of perjury, that the information contained in this report is, to the best of their knowledge and belief, correct and complete and that they are authorized to sign on behalf of the party for whom their signature appears

\_\_\_\_\_  
Authorized Signature for Seller      DATE

\_\_\_\_\_  
Authorized Signature for Buyer      DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

---

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#### NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

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.

**Exhibit “B”**

Form of Acceptance By Escrow Agent

[see attached]

**ACCEPTANCE BY ESCROW AGENT**

Escrow Agent hereby agrees to be bound by the provisions of this Agreement and to perform its obligations set forth in this Agreement. Furthermore, Escrow Agent understands and agrees that the provisions of this Agreement are confidential and that it shall not disclose any of the terms or conditions contained herein without the prior written consent of Buyer and Seller. Escrow Agent understands and acknowledges that Buyer and Seller may suffer substantial and irreparable harm if any of the terms or conditions contained herein are disclosed to any third party without the prior written consent of Buyer and Seller. Pioneer Title Agency agrees to comply with the provisions of Section 6045 of the Internal Revenue Code with respect to the transactions contemplated hereby and agrees to comply with the provisions of Executive Order 13224 regarding the Specially Designated Nationals and Blocked Persons list.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Opening of Escrow: \_\_\_\_\_, 20\_\_

**Exhibit “C”**

Notification of Conveyance of Extinguishment Credits

[see attached]



**Arizona Department of Water Resources**  
Office of Assured and Adequate Water Supply  
1110 W Washington St, Ste 310  
Phoenix, Arizona 85007-2954  
(602) 771-8599  
Web: [www.azwater.gov](http://www.azwater.gov)

**Conveyance  
of Extinguishment Credits**  
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the  
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 -	ACTIVE MANAGEMENT AREA (CHECK ONE) <input type="checkbox"/> Phoenix <input type="checkbox"/> Pinal <input type="checkbox"/> Prescott <input type="checkbox"/> Tucson
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT Acre-Feet	<b>CREDITS ARE BEING PLEDGED TO (CHECK ONE):</b>
AMOUNT OF CREDITS TO BE CONVEYED Acre-Feet	<input type="checkbox"/> DESIGNATED WATER PROVIDER DWR NO. 26-
	<input type="checkbox"/> CERTIFICATE OF DWR NO. ASSURED WATER SUPPLY 27-
	<input type="checkbox"/> <b>CREDITS ARE NOT BEING PLEDGED AT THIS TIME</b>

<b>Creditholder</b>	<b><i>If credits are not being pledged at this time, convey to:</i></b>
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL	FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL
MAILING ADDRESS	MAILING ADDRESS
CITY / STATE / ZIP CODE	CITY / STATE / ZIP CODE
CONTACT PERSON NAME AND TITLE	CONTACT PERSON NAME AND TITLE
TELEPHONE NUMBER FAX	TELEPHONE NUMBER FAX
<b>Sign in the presence of a Notary Public</b>	
SIGNATURE OF CREDITHOLDER	DATE

**NOTARY PUBLIC ACKNOWLEDGMENT**

STATE OF ARIZONA )  
 )  
 ) §  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by \_\_\_\_\_, (SELLER)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

NOTARY PUBLIC SIGNATURE

DATE COMMISSION EXPIRES

## NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

# GREENSTONE OVERVIEW

Two decorative swooshes are positioned below the title. The first is a light beige curve on the left, and the second is a light green curve on the right, overlapping the first.

# Greenstone Addresses a Critical Water Need

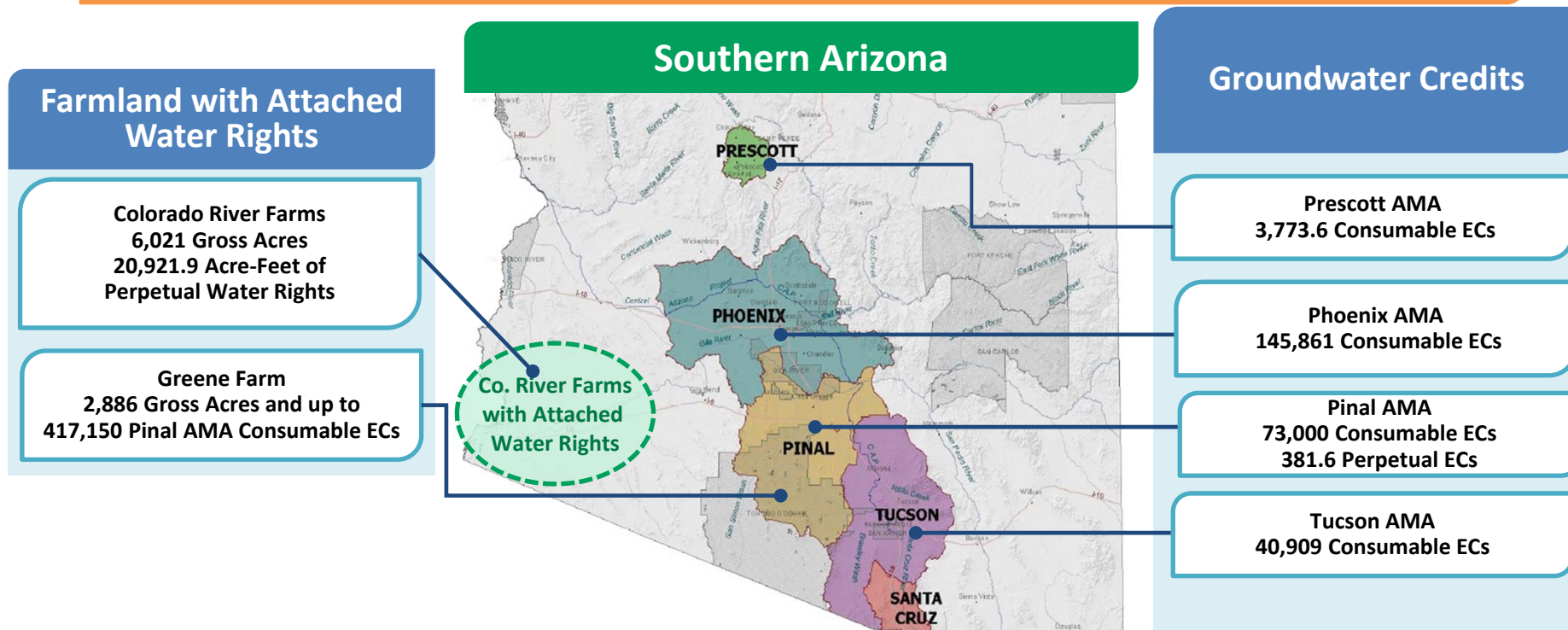
- Since 2010, Greenstone has invested in Arizona water assets. There are 3 primary reasons:
  - Water scarcity is rapidly increasing in the Colorado River Basin
  - Population and Water Demand are fast growing
  - Arizona has strong regulatory environment
- Greenstone owns high priority water assets that can meet the growing needs of users in central Arizona



**Greenstone has a history of working with end users to find mutually beneficial solutions to water issues**

# Greenstone Owns a Portfolio of Arizona Water Assets

Greenstone's water portfolio can address the supply needs of nearly any existing or future central Arizona water user



“

Arizona's future success is tethered to how effectively we continue to manage our water resources and develop new water supplies and infrastructure.

– Arizona Department of Water Resources Strategic Vision 2014

”

# Arizona's Regulatory Environment

## Arizona's 100-year Assured Water Supply Law

- In 1988, the Arizona Legislature passed a legal mandate that all future development in central Arizona obtain a certificate of “Assured Water Supply” (AWS)
  - AWS regulations mandated that development in central Arizona can not occur without a legally and physically available 100-year water supply
- To accommodate development, Arizona's legislature created the Central Arizona Groundwater Replenishment District (CAGRDR) to provide AWS certificates for development in central Arizona
  - Developers paid fees to CAGRDR in return for the required AWS certificates. CAGRDR was then responsible for locating the needed 100-year water supplies
  - Florence is a member of CAGRDR
  - Extinguishment Credits (ECs) can be used by Florence to avoid paying replenishment fees to CAGRDR
- CAGRDR's rates (a proxy for the cost of replenishment water) have increased at a rate in excess of 10% per year since 2002. CAGRDR's current replenishment rate in the Pinal AMA is \$694/AF

**CAGRDR does not have water supplies sufficient to meet its existing or future water obligations**

---



# Greenstone Purchase Agreement

Florence Town Council  
September 17, 2018

---

# Goal: Sustainable Water Future

- Town of Florence: Designated Water Provider (estimated)
  - Total designation: 15,069 af annually
  - Well Capacity: 11,098 af annually
  - Annual Groundwater Allowance: 1,968 af
  - Long Term Storage Credits: 27,024 af (15.6 years)
  - Extinguishment Credits: 819 af
- CAGR
  - Annual Membership Fee: \$55,355 (base)
    - Replenishment, Admin Component, Infrastructure and Water Rights, Replenishment Reserve
  - Water Insurance Policy
  - Assured Water Supply Designation (100 year water supply)

# Towns CAP Allotment

- Town's CAP Allotment: 2,048 af annually
- 16 year agreement with PCWAA (MSIDD, CAIDD)
- 2017 Policy Change
  - Groundwater Storage Agreement (Tonopah Irrigation District)
    - 5 year initial term (2022)
  - Long Term Storage Credit Sale Agreement (CAWCD)
    - 5 year initial term (2022)
- 2018 Income: \$437,150 (1,885 af)

# Rate Comparison 2018/2019

- Pinal Active Management Area (CAGR)
  - Water & Replenishment Component: \$204
  - Administrative Component \$40
  - Infrastructure & Water Rights Component: \$353
  - Replenishment Reserve Charge \$97
  - Total Assessment Rate **\$694** (\$/AF)
- CAP
  - Excess Water Rate: **\$205** (\$/AF)
- Town/CAWCD Agreement: **\$232** (\$/AF)

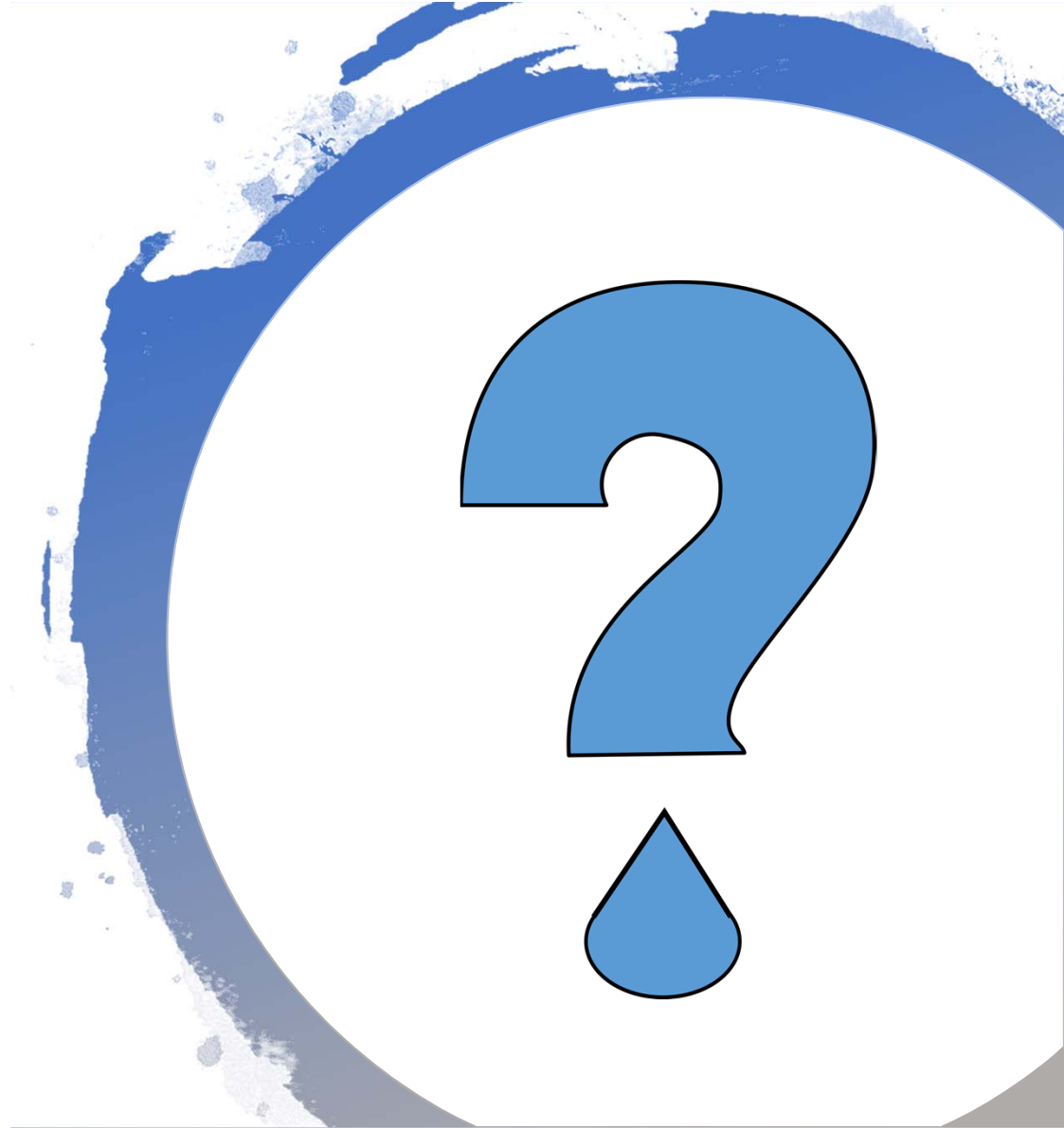
# Greenstone Purchase Agreement


- Terms
  - 5 Year agreement
  - Purchase Extinguishment Credits (Pinal AMA)
  - Utilize Proceeds from the CAWCD Agreement
  - Minimum of 3000 af / Maximum of 8,000 af (annually)
  - Purchase Price: \$90 af (2018)
  - Maximum Annual (increase/decrease) in Rate of 7%
  - Escrow Agent used for Transaction
  - Acquired ECs will be used to offset Florence's annual CAGRDR replenishment obligation, minimizing future annual expense paid to CAGRDR

# Benefits to Florence

- Diverse Water Portfolio
  - Long Term Storage Credits
  - Annual Extinguishment Credits
  - Incidental Recharge Credits
  - Area Extinguishment Credits
  - On-site Recharge (SWWTP)
- Progress Toward Designation w/o CAGRD
- Capacity to Grow (residential, commercial, industrial)
- Financial Benefit
  - 1,885 af (LTSC) @ \$232 af = \$437,150
  - \$437,150 / \$90 af = **4,857 af (Area Extinguishment Credits)**

Questions



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 9b.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/ Town Clerk  <b>SUBJECT:</b> Resolution No. 1679-18: 2018 Election Results		<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 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 checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1679-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 28, 2018.

**BACKGROUND/DISCUSSION:**

The Town Council must canvas the election no later than 20 days after an election.

The following table identifies the voter turnout for the last 14 years. The area highlighted in yellow shows the primary election results every four years. Voter turnout in this race has gradually increased since 2010.

<u>ELECTION</u>	<u>REGISTERED VOTERS</u>	<u>VOTES CAST</u>	<u>VOTER TURNOUT PERCENTAGE</u>
PRIMARY 2002	2458	798	32.5
PRIMARY 2004	3276	940	28.7
PRIMARY 2006	3270	264	8.0
PRIMARY 2008	3269	745	22.79
PRIMARY 2010	3976	1332	33.43
GENERAL 2010	3827	1639	43.83
PRIMARY 2012	4122	2144	52.0
GENERAL 2012	3948	1869	47.3
PRIMARY 2014	4176	1505	36.04
GENERAL 2014	4299	2436	56.66
PRIMARY 2016	4930	2037	41.32

**PRIMARY 2018**

**5820**

**2312**

**39.73**

As of August 1, 2018, Florence had 5,820 active registered voters and 624 inactive registered voters. The number of ballots cast in the Primary Election was 2312. The number of votes cast through mail ballot equaled 78% of the total ballots cast.

Votes cast for the candidates for council were as follows:

John Anderson	1,046
Michelle Cordes	1,199
Judy Hughes	1,134
Gary J. Pranzo	888
Vallarie Woolridge	851

The rules determining the election results under the nonpartisan election procedure set forth in A.R.S. § 9-821.01, a candidate is declared elected to office in the primary if that candidate has a majority of all votes cast. The method for determining whether a candidate has received a majority of the votes cast is calculated by adding the total number of votes cast for all candidates for an office; dividing that sum by the number of seats to be filled at the election and then dividing the result of that calculation by two and rounding the number to the highest whole number. If more candidates receive a majority than there are offices to be filled, the candidates receiving the highest number of votes equal to the number of seats to be filled shall be declared elected. If no one is elected, two candidates per seat move to the general election.

The following Town Council candidate received the required amount of votes to be elected and are being issued a Certificate of Election:

Michelle Cordes  
Judy Hughes  
John Anderson

Candidates receiving the necessary number of votes (as previously described) to be elected to office in the primary election will be sworn into office in the same manner and within the same time period as if candidates were elected during the general election. In other words, even if no general election is necessary because all offices are filled at the primary, candidates are not sworn in until after the date the general election would have been held. All successful candidates should be sworn in at the same time. The Ceremonial meeting to seat the newly elected is scheduled for December 3, 2018 at 6:00 p.m. This is consistent with the December 5, 2014, and the December 1, 2016 ceremonial meetings.

## **Proposition 422**

Proposition 422 on the Permanent Base Adjustment passed.

	<b><u>Votes</u></b>	<b><u>Percentage</u></b>
Yes	1,179	60.34%
No	775	39.66%

### **A YES VOTE MEANS**

A Yes vote means that the Town has accepted the results of the August 28, 2018 Election.

### **A NO VOTE MEANS**

A no vote means that the Town of Florence must reconvene to canvas the vote before September 17, 2018.

### **FINANCIAL IMPACT:**

There is no fiscal impact to adopting Resolution No. 1678-18 approving the results of the 2018 Primary Election.

### **ATTACHMENTS:**

Resolution No. 1679-18  
Voting Results

**Resolution No. 1679 -18**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 28, 2018.**

**WHEREAS**, the Town of Florence, Pinal County, Arizona, did hold a Primary Election on the 28<sup>th</sup> day of August 2018, for the three council members, and Proposition 422; and

**WHEREAS**, the election returns have been presented to and canvassed by the Florence Town Council.

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

**THAT** the number of registered voter for the Primary Election were 5820.

**THAT** the total number of ballots cast at said Primary/General Election, as shown by the poll lists or reported by Pinal County, was 2312.

**THAT** the number of ballots rejected was 3.

**THAT** the number of mail ballots cast at the Primary Election were 1803, which were verified.

**THAT** the votes cast for the candidates for councilmember were as follows:

<b><u>Names</u></b>	<b><u>Votes</u></b>
John Anderson	1,046
Michelle Cordes	1,199
Judy Hughes	1,134
Gary J. Pranzo	888
Vallarie Woolridge	851

**THAT** it is hereby found, determined and declared of record, that the following candidate did receive more than one-half of the total number of valid votes cast and are hereby issued certificates of election:

Michelle Cordes  
Judy Hughes  
John Anderson

**THAT** the following votes were cast in regard to Proposition 422 for the Town of Florence.

	<b><u>Votes</u></b>	<b><u>Percentage</u></b>
Yes	1,179	60.34%
No	775	39.66%

**THIS** resolution shall be in full force and effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

## SUMMARY REPT-GROUP DETAIL

PRIMARY ELECTION  
PINAL COUNTY, AZ  
AUGUST 28, 2018


## FINAL CUMULATIVE REPORT

	TOTAL VOTES	%	EARLY	POLL	PROV
Council Member TOWN OF FLORENCE					
(VOTE FOR) 3					
ANDERSON, JOHN. . . . .	1,046	20.40	862	167	17
CORDES, MICHELLE . . . . .	1,199	23.39	928	244	27
HUGHES, JUDY . . . . .	1,134	22.12	889	218	27
PRANZO, GARY J. . . . .	888	17.32	700	171	17
WOOLRIDGE, VALLARIE . . . . .	851	16.60	700	130	21
WRITE-IN. . . . .	9	.18	5	4	0
Total . . . . .	5,127		4,084	934	109
Over Votes . . . . .	0		0	0	0
Under Votes . . . . .	1,809		1,325	410	74
Proposition 422 TOWN OF FLORENCE					
(VOTE FOR) 1					
YES/SI . . . . .	1,179	60.34	939	215	25
NO. . . . .	775	39.66	615	148	12
Total . . . . .	1,954		1,554	363	37
Over Votes . . . . .	0		0	0	0
Under Votes . . . . .	358		249	85	24



# **BALLOT ISSUE REPORT** **2018 PRIMARY ELECTION (PE2018)**

CITY	Absentee Ballots					
	Requested	Issued	Returned	ACCEPTED	REJECTED	SUSPENDED
CITY OF APACHE JUNCTION	8278	8311	4045	4025	20	0
CITY OF CASA GRANDE	12030	12072	5727	5692	35	0
CITY OF COOLIDGE	2418	2423	1005	1001	4	0
CITY OF ELOY	2241	2250	1106	1103	3	0
CITY OF MARICOPA	11451	11463	4896	4883	13	0
TOWN OF ARIZONA CITY	2195	2186	1021	1018	3	0
TOWN OF FLORENCE	3084	3104	1806	1803	3	0
TOWN OF KEARNY	551	549	320	320	0	0
TOWN OF MAMMOTH	400	400	208	208	0	0
TOWN OF QUEEN CREEK	1501	1504	601	600	1	0
TOWN OF SUPERIOR	674	667	359	357	2	0
TOWN OF WINKELMAN	1	1	1	1	0	0
<b>GRAND TOTAL</b>	<b>44824</b>	<b>44930</b>	<b>21095</b>	<b>21011</b>	<b>84</b>	<b>0</b>

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 9c.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Development Services  <b>STAFF PRESENTER:</b> Larry Harmer Planning Manager  <b>SUBJECT:</b> Resolution No. 1680-18: Final Plat for Anthem at Merrill Ranch Unit 35A		<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 checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1680-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 35A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

**BACKGROUND/DISCUSSION:**

D. R. Horton, Inc. requests approval of this proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Parkside portion of the AMR community.

AMR Unit 35A includes 120 single-family residential lots on 29.65+/- acres. The resultant density of this plat is 4.19 dwelling units per acre. This plat expands the current and planned network of green belts and walking trails. Should the Town Council approve this Final Plat, the resultant overall density for AMR based on Final Plat approvals will be 3.125 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for the overall AMR development.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. The improvement

plans for this unit reflect modifications to the local street sidewalk standard to ensure ADA compliance.

The Preliminary Plat for Unit 35A was approved by the Planning and Zoning Commission on August 16, 2018. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

**A VOTE OF NO WOULD MEAN:**

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

**A VOTE OF YES WOULD MEAN:**

The Final Plat Anthem at Merrill Ranch, Unit 35A is approved and will be recorded with the office of the Pinal County Recorder.

**FINANCIAL IMPACT:**

D. R. Horton, Inc. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

**ATTACHMENTS:**

Resolution No. 1680-18  
Final Plat for Anthem at Merrill Ranch Unit 35A

**RESOLUTION NO. 1680-18**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 35A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.**

**WHEREAS**, the Final Plat Anthem at Merrill Ranch Unit 35A is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

**WHEREAS**, the Preliminary Plat Extension for Anthem at Merrill Ranch Unit 35A was approved by the Planning and Zoning Commission on August 16, 2018.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 35A, subject to Developer/Owner's compliance with all applicable laws and ordinances.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

# FINAL PLAT

## ANTHEM AT MERRILL RANCH

### UNIT 35A (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE WEST HALF OF SECTION 25,  
TOWNSHIP 4 SOUTH, RANGE 8 EAST,  
OF THE GILA AND SALT RIVER MERIDIAN,  
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

#### DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA } ss.  
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS:

D.R. HORTON, INC., A DELAWARE CORPORATION (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH — UNIT 35A, LOCATED WITHIN THE WEST HALF OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTALS THEREOF; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAIR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, I, J, K, L AND M AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA, IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

D.R. HORTON, INC., AS OWNER, HAS HERETO SET ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION

PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

D.R. HORTON, INC., A DELAWARE CORPORATION;

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

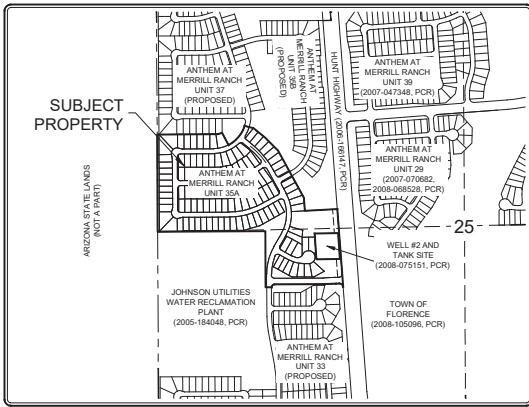
\_\_\_\_\_, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_.

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE PUBLIC INFRASTRUCTURE AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HERINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.



#### SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 35A LAYOUT
4	UNIT 35A LAYOUT
5	UNIT 35A LAYOUT
6	UNIT 35A SOT DETAILS
7	UNIT 35A SOT DETAILS

#### TRACT AREA TABLE

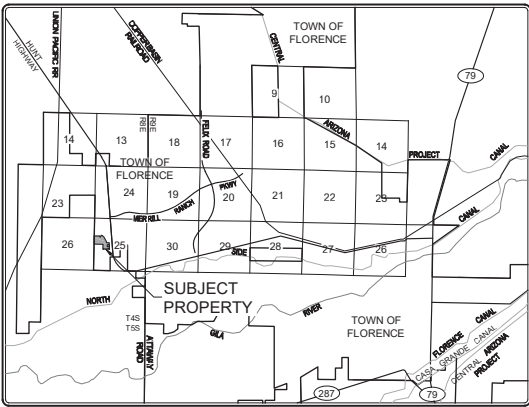
TRACT	AREA (AC)	USAGE
TRACT A	1.7862	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT B	0.2848	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT C	0.0457	LANDSCAPE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT D	1.3320	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT E	0.0721	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT F	0.0423	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT G	0.0423	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT H	0.0626	LANDSCAPE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT I	0.0911	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT J	0.0911	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT K	0.0911	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE
TRACT L	1.0851	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT, RETENTION BASIN & OPEN SPACE
TRACT M	0.0459	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & OPEN SPACE

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

PCR No. \_\_\_\_\_ AREA (AC) \_\_\_\_\_ USAGE \_\_\_\_\_  
DKT 375, PG 572, POR \_\_\_\_\_ COUNTY RIGHT-OF-WAY NW 1/4 SEC 25, T4S, R8E

#### GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, (FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS, LANDSCAPING AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF; NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAILS) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 8 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE, AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
- THIS FINAL PLAT REFLECTS THE UPDATED FEMA FLOOD ZONE CLASSIFICATION EFFECTIVE DECEMBER 4, 2007.
- LOTS 1 THRU 8, 107 AND 108 CURRENTLY SHOWN TO BE WITHIN THE LIMITS OF THE FEMA FLOOD ZONE A (100-YR STORM EVENT) SHALL HAVE NO VERTICAL CONSTRUCTION UNTIL APPROVAL OF THE LOWR REVISING THE FLOOD ZONE TO AE AND ESTABLISHING NEW BOUNDARY LIMITS EXCLUDING THE LOTS.



#### BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25, (THE WEST 1/4 QUARTER CORNER BEING A BRASS CAP STEM, 2.8' BELOW SURFACE, FOUND AND THE NORTHWEST CORNER BEING A 3" G.O. BRASS CAP, FOUND) TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N001°7'53"W, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2639.34'.

#### WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 35A IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT. A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_ }

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_.

#### APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DEVELOPMENT SERVICES DIRECTOR  
TOWN OF FLORENCE, ARIZONA

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TOWN ENGINEER  
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
TOWN CLERK

#### RECORDER

STATE OF ARIZONA } ss.  
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as per No. \_\_\_\_\_ Date \_\_\_\_\_ Request of \_\_\_\_\_ Witness my hand and official seal \_\_\_\_\_ Virginia Ross Pinal County Recorder By: \_\_\_\_\_ Deputy

#### DEVELOPER / OWNER

D.R. HORTON, INC.  
20410 N. 19TH AVE., STE. 100  
PHOENIX, AZ 85027  
480.358.1055

#### SURVEYOR

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

#### LAND USE INFORMATION

AREA	29.6528	ACRES
EXCEPTION	1.0112	ACRES
GROSS AREA	28.6406	ACRES
OPEN SPACE	4.8832	ACRES
RIGHT-OF-WAY AREA	5.6316	ACRES
NET AREA	23.0090	ACRES
TOTAL LOTS	120	
PROPOSED DENSITY	4,1899	D.U./AC.
MINIMUM LOT SIZE (REQUIRED)	4,900	S.F.
ZONING	P.U.D. R-1	

#### UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
CABLE	COX/CENTURY LINK
SOIL WASTE DISPOSAL	TOWN OF FLORENCE
POLICE	TOWN OF FLORENCE
FIRE	POLICE DEPARTMENT
SCHOOLS	TOWN OF FLORENCE
	FIRE DEPARTMENT
	FLORENCE UNIFIED SCHOOL DISTRICT

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

#### SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE	SEPTEMBER 4, 2018
DESIGNED BY	MDG
DRAWN BY	STAFF
REVIEWED BY	JWW
PROJECT	
CODE	FINAL PLAT

J.W. WEEKS, R.L.S. 43021  
BAXTER DESIGN GROUP, LLC  
7500 N. DOBSON ROAD, SUITE 200  
SCOTTSDALE, AZ 85256

#### D.R. HORTON, INC. ANTHEM AT MERRILL RANCH FINAL PLAT UNIT 35A

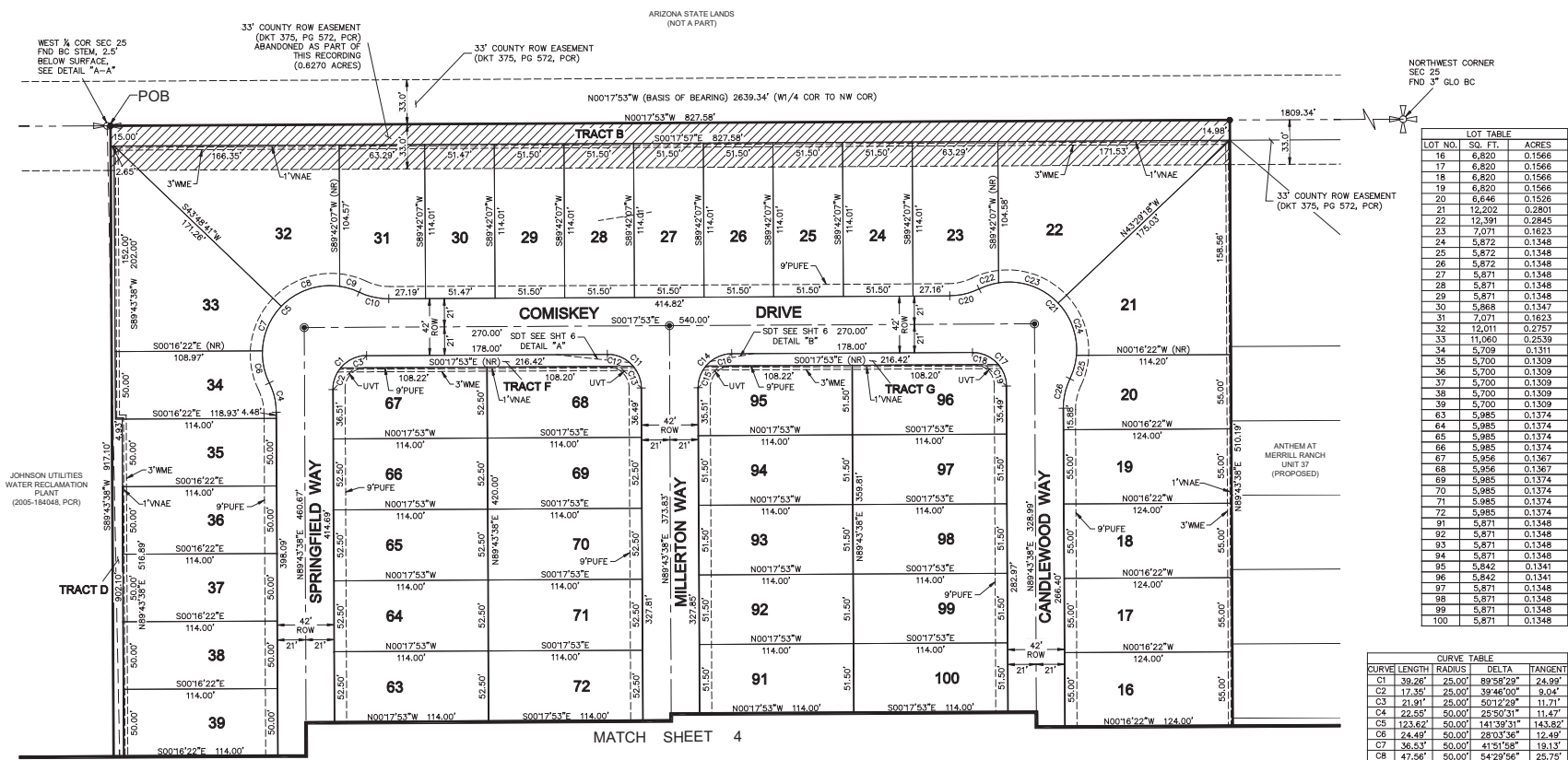
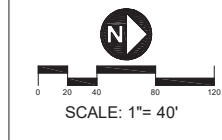
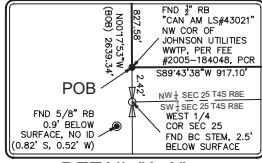
SITUATED WITHIN THE WEST 1/2 OF SECTION 25,  
T4S, R8E OF THE GILA AND SALT RIVER MERIDIAN,  
TOWN OF FLORENCE, PINAL CO., AZ

UNIT 35A  
COVER SHEET  
SHEET 1 OF 7

ALL THIS INSTRUMENT SHALL BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF PINAL COUNTY, ARIZONA, IN THE PRESENCE OF THE COUNTY CLERK OF PINAL COUNTY, ARIZONA, IN THE PRESENCE OF THE COUNTY CLERK OF PINAL COUNTY, ARIZONA, IN THE PRESENCE OF THE COUNTY CLERK OF PINAL COUNTY, ARIZONA.

VERSION 1





LOT TABLE		
LOT NO.	SQ. FT.	ACRES
16	6,820	0.1566
17	6,820	0.1566
18	6,820	0.1566
19	6,820	0.1566
20	6,846	0.1526
21	12,202	0.2801
22	12,391	0.2845
23	7,071	0.1623
24	5,872	0.1348
25	5,872	0.1348
26	5,872	0.1348
27	5,871	0.1348
28	5,871	0.1348
29	5,871	0.1348
30	5,868	0.1347
31	7,071	0.1623
32	12,011	0.2757
33	11,060	0.2539
34	5,709	0.1311
35	5,700	0.1309
36	5,700	0.1309
37	5,700	0.1309
38	5,700	0.1309
39	5,700	0.1309
63	5,985	0.1374
64	5,985	0.1374
65	5,985	0.1374
66	5,985	0.1374
67	5,956	0.1367
68	5,956	0.1367
69	5,985	0.1374
70	5,985	0.1374
71	5,985	0.1374
72	5,985	0.1374
91	5,871	0.1348
92	5,871	0.1348
93	5,871	0.1348
94	5,871	0.1348
95	5,842	0.1341
96	5,871	0.1348
97	5,871	0.1348
98	5,871	0.1348
99	5,871	0.1348
100	5,871	0.1348

CURVE TABLE			
CURVE LENGTH	RADIUS	DELTA	TANGENT
C1	39.26'	25.00'	89°58'29" 24.99'
C2	17.35'	25.00'	39°46'00" 9.04'
C3	21.91'	25.00'	50°12'29" 11.71'
C4	22.55'	50.00'	25°50'31" 11.47'
C5	123.62'	50.00'	141°39'31" 143.82'
C6	24.49'	50.00'	28°03'36" 12.49'
C7	36.53'	50.00'	41°51'58" 19.13'
C8	47.56'	50.00'	54°29'54" 25.75'
C9	15.04'	50.00'	17°14'02" 7.58'
C10	22.55'	50.00'	25°50'31" 11.47'
C11	39.26'	25.00'	89°58'29" 24.99'
C12	21.91'	25.00'	50°12'29" 11.71'
C13	17.37'	25.00'	39°49'01" 9.05'
C14	39.26'	25.00'	89°58'29" 24.99'
C15	17.35'	25.00'	39°46'00" 9.04'
C16	21.91'	25.00'	50°12'29" 11.71'
C17	39.26'	25.00'	89°58'29" 24.99'
C18	21.91'	25.00'	50°12'29" 11.71'
C19	17.37'	25.00'	39°49'01" 9.05'
C20	22.55'	50.00'	25°50'31" 11.47'
C21	123.66'	50.00'	141°42'33" 144.02'
C22	15.06'	50.00'	17°15'11" 7.59'
C23	48.34'	50.00'	32°23'54" 26.95'
C24	42.19'	50.00'	48°20'36" 22.44'
C25	18.08'	50.00'	20°42'51" 9.14'
C26	22.55'	50.00'	25°50'31" 11.47'

### RECORDER

STATE OF ARIZONA }  
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as of \_\_\_\_\_  
Date: \_\_\_\_\_  
Request of: \_\_\_\_\_  
Witness my hand and official seal: \_\_\_\_\_  
Virginia Ross Pinal County Recorder  
By: \_\_\_\_\_ Deputy

### SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

### LINE LEGEND

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

### ABBREVIATIONS

(AC) ACRE  
(AL) ALUMINUM CAP  
(BC) BRASS CAP  
(BK) BOOK  
(BOB) BASIS OF BEARING  
(CMU) CONCRETE MASONRY UNIT  
(DKT) DOCKET  
(FND) FOUND MONUMENT  
(GL) GENERAL LAND OFFICE  
(LS) LAND SURVEYORS REGISTRATION No.  
(MEAS) MEASURED  
(MOL) MORE OR LESS  
(NO ID) NO IDENTIFICATION, (NO LS No.)  
(NR) INDICATES LINE IS NOT  
(NTS) NOT TO SCALE  
(PCR) PINAL COUNTY RECORDER  
(PAGE) PAGE  
(POB) POINT OF BEGINNING  
(PUE) PUBLIC UTILITY FACILITY EASEMENT/  
(DRAIN) DRAINAGE EASEMENT  
(R) RECORD  
(R & B) RANGE LINE No. EAST  
(RB) RADIAL BEARING  
(ROW) RIGHT OF WAY  
(SDE) SLIDE  
(SSE) SANITARY SEWER EASEMENT  
(SOT) SIGHT DISTANCE TRIANGLE  
(T) TOWNSHIP LINE No.  
(TOW) TOWN OF FLORENCE  
(UTV) UNRESTRICTED VIEW TRIANGLE  
(VNAE) VEHICULAR NON-ACCESS EASEMENT  
(WME) WALL MAINTENANCE EASEMENT

### BAXTER DESIGN GROUP

DATE: SEPTEMBER 4, 2018  
DESIGNED BY: MDC  
DRAWN BY: STAFF  
REVIEWED BY: JWW  
PROJECT: UNIT 35A LAYOUT  
SHEET: FINAL PLAT

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/04/18
2	ISSUED FOR RECORD	09/04/18

### D.R. HORTON, INC.

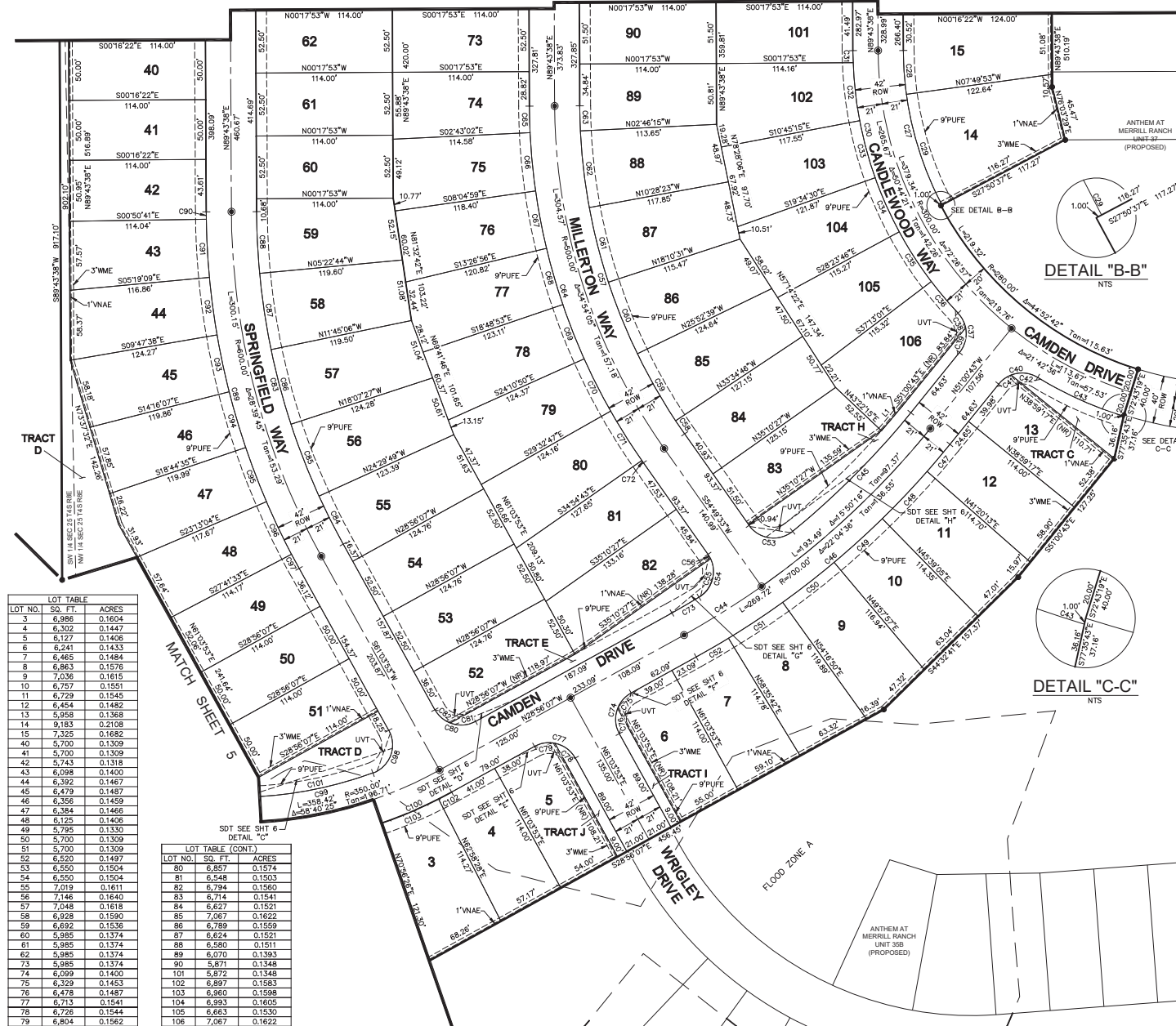
ANTHEM AT MERRILL RANCH  
FINAL PLAT  
UNIT 35A

SITUATED WITHIN THE WEST 1/2 OF SECTION 25,  
T4S, R16E OF THE GILA AND SALT RIVER MERIDIAN,  
TOWN OF FLORENCE, PINAL CO., AZ

UNIT 35A  
LAYOUT  
SHEET 3 OF 7

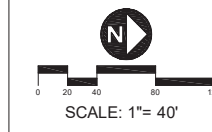
VERSION 1

# MATCH SHEET 3



LOT NO.	SQ. FT.	ACRES
3	6,986	0.1604
4	6,302	0.1447
5	6,127	0.1406
6	6,241	0.1433
7	6,465	0.1484
8	6,863	0.1576
9	7,036	0.1615
10	6,757	0.1551
11	6,729	0.1545
12	6,454	0.1482
13	5,958	0.1368
14	6,183	0.1418
15	7,325	0.1682
16	5,700	0.1309
17	5,743	0.1318
18	6,098	0.1400
19	6,392	0.1467
20	6,479	0.1487
21	6,356	0.1459
22	6,384	0.1466
23	6,125	0.1406
24	5,785	0.1330
25	5,700	0.1309
26	5,700	0.1309
27	6,520	0.1497
28	6,550	0.1504
29	6,550	0.1504
30	7,019	0.1611
31	7,146	0.1640
32	7,048	0.1618
33	6,928	0.1590
34	6,692	0.1536
35	5,985	0.1374
36	5,985	0.1374
37	5,985	0.1374
38	6,099	0.1400
39	6,309	0.1453
40	6,478	0.1487
41	6,713	0.1541
42	6,726	0.1544
43	6,804	0.1562

LOT NO.	SQ. FT.	ACRES
44	6,857	0.1574
45	6,548	0.1503
46	6,794	0.1560
47	6,714	0.1541
48	6,627	0.1521
49	7,067	0.1622
50	6,789	0.1559
51	6,624	0.1521
52	6,580	0.1511
53	6,070	0.1393
54	5,871	0.1348
55	5,872	0.1348
56	6,897	0.1583
57	6,960	0.1598
58	6,993	0.1605
59	6,663	0.1530
60	7,067	0.1622



LINE	BEARING	DISTANCE
L1	S49°51'04"E	27.15'

CURVE LENGTH	RADIUS	DELTA	TANGENT
C27	134.26'	279.00'	27.3415'
C28	36.81'	279.00'	7.3331'
C29	97.45'	279.00'	20.0544'
C30	241.46'	321.00'	43.0557'
C31	10.02'	321.00'	1.4716'
C32	48.71'	321.00'	8.4137'
C33	49.42'	321.00'	8.4915'
C34	49.42'	321.00'	8.4915'
C35	49.42'	321.00'	8.4915'
C36	34.46'	321.00'	6.0218'
C37	35.94'	25.00'	8.22136'
C38	14.03'	25.00'	32.0977'
C39	21.91'	25.00'	50.1229'
C40	35.94'	25.00'	8.22136'
C41	12.97'	25.00'	29.4306'
C42	22.97'	25.00'	52.3830'
C43	78.91'	321.00'	14.0507'
C44	78.91'	321.00'	14.0507'
C45	139.89'	679.00'	11.4816'
C46	277.81'	721.00'	22.0436'
C47	29.56'	721.00'	2.2052'
C48	54.29'	721.00'	4.1852'
C49	54.29'	721.00'	4.1852'
C50	54.29'	721.00'	4.1852'
C51	54.29'	721.00'	4.1852'
C52	31.08'	721.00'	2.2811'
C53	41.03'	25.00'	94.0200'
C54	41.03'	25.00'	94.0200'
C55	36.86'	25.00'	84.7712'
C56	4.18'	25.00'	9.3448'
C57	291.78'	479.00'	34.5405'
C58	13.33'	479.00'	1.3621'
C59	64.39'	479.00'	7.4208'
C60	64.39'	479.00'	7.4208'
C61	64.39'	479.00'	7.4208'
C62	64.39'	479.00'	7.4208'
C63	20.88'	479.00'	2.2953'
C64	317.37'	521.00'	34.5405'
C65	22.23'	521.00'	2.2840'
C66	48.79'	521.00'	5.2157'
C67	48.79'	521.00'	5.2157'
C68	48.79'	521.00'	5.2157'
C69	48.79'	521.00'	5.2157'
C70	48.79'	521.00'	5.2157'
C71	48.79'	521.00'	5.2157'
C72	2.38'	521.00'	0.1544'
C73	26.14'	679.00'	2.1220'
C74	39.47'	25.00'	90.0000'
C75	17.36'	25.00'	39.4731'
C76	21.91'	25.00'	50.1229'
C77	39.27'	25.00'	90.0000'
C78	21.91'	25.00'	50.1229'
C79	17.36'	25.00'	39.4731'
C80	39.27'	25.00'	90.0000'
C81	21.91'	25.00'	50.1229'
C82	17.36'	25.00'	39.4731'
C83	289.65'	579.00'	28.3945'
C84	44.85'	579.00'	4.2618'
C85	64.40'	579.00'	6.2221'
C86	64.40'	579.00'	6.2221'
C87	64.40'	579.00'	6.2221'
C88	61.60'	579.00'	5.9627'
C89	310.66'	621.00'	28.3945'
C90	6.20'	621.00'	0.3419'
C91	48.50'	621.00'	4.2829'
C92	48.50'	621.00'	4.2829'
C93	48.50'	621.00'	4.2829'
C94	48.50'	621.00'	4.2829'
C95	48.50'	621.00'	4.2829'
C96	48.50'	621.00'	4.2829'
C97	13.47'	621.00'	1.1434'
C98	43.07'	25.00'	98.4211'
C99	286.94'	329.00'	49.5814'
C100	378.92'	371.00'	58.4025'
C101	96.81'	329.00'	16.5132'
C102	12.37'	371.00'	1.5436'
C103	51.58'	371.00'	7.5758'

## RECORDER

STATE OF ARIZONA }  
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as of the date below.

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

Request of: \_\_\_\_\_

Witness my hand and official seal: \_\_\_\_\_

Virginia Ross Pinal County Recorder  
By: \_\_\_\_\_ Deputy

## SYMBOL LEGEND

SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE

QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)

CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED) (UNLESS NOTED OTHERWISE)

REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

## LINE LEGEND

BREAK LINE

CENTERLINE OF ROADWAY

EASEMENT LINE

PROPERTY LINE

ROW

SECTION LINE ON ROW

TERMINAL POINT ON ROW

INDICATES THAT PORTION OF THE 37TH COUNTY ROAD EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

## ABBREVIATIONS

(AC) ACRE

(AL) ALUMINUM CAP

(BC) BRASS CAP

(BK) BOOK

(BOB) BASIS OF BEARING

(CMU) CONCRETE MASONRY UNIT

(DOCK) DOCKET

(FND) FOUND MONUMENT

(GLD) GENERAL LAND OFFICE

(L) LANDSCAPE EASEMENT

(LS#) LAND SURVEYORS REGISTRATION No.

(MOL) MEASURED

(MOL) MORE OR LESS

(NO ID) NO IDENTIFICATION, (NO LS No.)

(NR) INDICATES LINE IS NOT

(NTS) NOT TO SCALE

(P) PINAL COUNTY RECORDER

(P) PAGE

(POB) POINT OF BEGINNING

(POB) PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT

(R) RECORD

(R) RANGE LINE No. EAST

(S) SECTION BEARING

(S) RIGHT OF WAY

(SEC) SECTION No.

(SDE) STORM DRAIN EASEMENT

(SDE) SLIDE

(SDE) SANITARY SEWER EASEMENT

(SOT) SIGHT DISTANCE TRIANGLE

(T) TOWNSHIP LINE No.

(T) TOWN OF FLORENCE

(UNV) UNRESTRICTED VIEW TRIANGLE

(VNAE) VEHICULAR NON-ACCESS EASEMENT

(VME) WALL MAINTENANCE EASEMENT

## BAXTER DESIGN GROUP

ME: SEPTEMBER 4, 2018

DESIGNED BY: MDO

DRAWN BY: STAFF

CHECKED BY: JWW

PROJECT: FINAL PLAT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

REVISION:

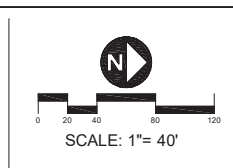
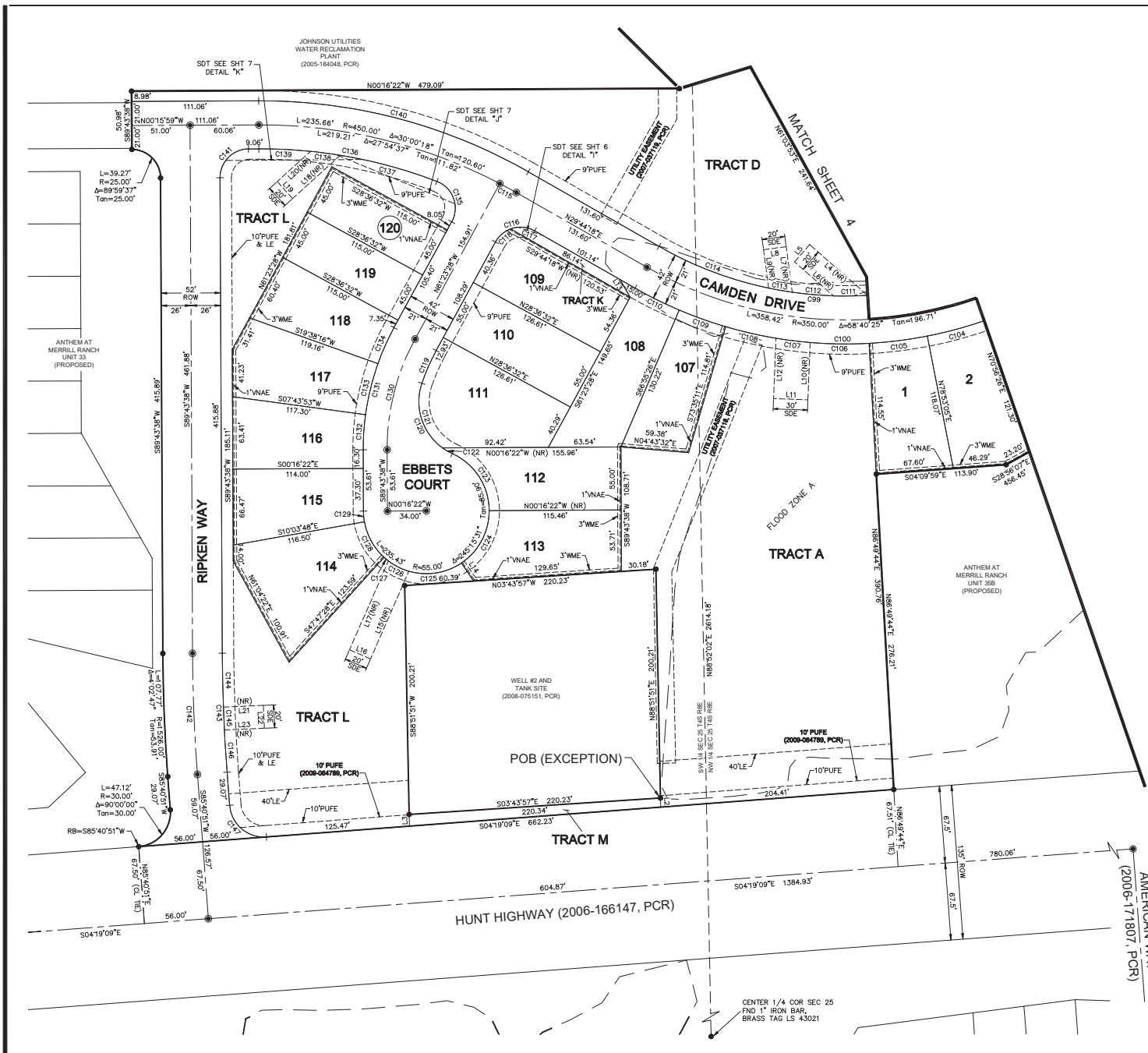
1

## D.R. HORTON, INC.

ANTHEM AT MERRILL RANCH  
FINAL PLAT  
UNIT 35A

SITUATED WITHIN THE WEST 1/2 OF SECTION 25, T4S, R16E OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL CO., AZ

UNIT 35A  
LAYOUT  
SHEET 4 OF 7



LOT TABLE			
LOT NO.	SQ. FT.	ACRES	
1	6,868	0.1577	
2	7,321	0.1681	
107	6,123	0.1406	
108	7,266	0.1668	
109	7,009	0.1609	
110	6,894	0.1559	
111	6,322	0.1461	
112	6,983	0.1603	
113	7,235	0.1661	
114	8,714	0.2000	
115	6,458	0.1483	
116	6,337	0.1455	
117	7,109	0.1632	
118	5,933	0.1362	
119	5,175	0.1188	
120	5,175	0.1188	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°51'51"W	7.97'
L2	N88°51'51"E	10.22'
L3	S41°06'47"W	67.40'
L4	N48°53'37"W	20.00'
L5	S41°06'47"W	45.54'
L6	S82°21'34"W	40.14'
L7	N07°38'26"W	20.00'
L8	S82°21'34"W	33.79'
L9	S87°44'41"E	50.16'
L10	N02°15'19"E	30.00'
L11	S87°44'41"E	52.71'
L12	N87°44'41"E	17.64'
L13	N60°24'37"E	19.00'
L14	N56°02'45"E	83.63'
L15	S66°24'47"E	20.00'
L16	N23°35'37"E	84.70'
L17	S66°24'47"E	56.27'
L18	S42°10'07"E	20.00'
L19	N47°49'53"E	39.31'
L20	S42°10'07"E	34.97'
L21	S02°29'33"E	20.00'
L22	S87°30'27"E	20.00'
L23	S02°29'33"E	34.97'

CURVE TABLE				
CURVE LENGTH	RADIUS	DELTA	TANGENT	
C99	1286.41'	329.00'	49°58'14"	153.31'
C100	379.92'	371.00'	58°40'22"	208.51'
C101	51.44'	371.00'	7°56'39"	25.76'
C102	51.44'	371.00'	7°56'39"	25.76'
C103	51.57'	371.00'	7°57'51"	25.83'
C104	30.12'	371.00'	4°39'04"	15.07'
C105	45.13'	371.00'	6°58'11"	22.59'
C106	43.14'	371.00'	6°39'44"	21.59'
C107	43.14'	371.00'	6°39'44"	21.59'
C108	29.97'	329.00'	51°31'11"	15.00'
C109	36.16'	329.00'	61°17'51"	18.10'
C110	20.99'	329.00'	3°39'18"	10.50'
C111	103.01'	329.00'	17°56'03"	51.93'
C112	16.45'	450.00'	2°05'41"	8.23'
C113	39.76'	25.00'	91°07'47"	25.50'
C114	21.91'	25.00'	50°12'29"	11.71'
C115	17.89'	25.00'	40°05'17"	8.33'
C116	31.23'	179.00'	9°59'44"	15.65'
C117	73.43'	50.00'	84°08'41"	45.13'
C118	63.53'	50.00'	72°48'00"	36.86'
C119	9.90'	50.00'	11°20'40"	4.97'
C120	62.69'	55.00'	65°18'20"	35.25'
C121	54.02'	55.00'	56°16'18"	29.41'
C122	48.11'	55.00'	50°07'11"	25.72'
C123	20.14'	55.00'	20°58'54"	10.18'
C124	4.86'	55.00'	5°03'42"	2.43'
C125	36.22'	55.00'	37°43'40"	18.79'
C126	9.40'	55.00'	9°47'08"	4.71'
C127	4.86'	55.00'	5°03'42"	2.43'
C128	36.22'	55.00'	37°43'40"	18.79'
C129	9.40'	55.00'	9°47'08"	4.71'
C130	100.82'	200.00'	28°52'54"	51.50'
C131	111.40'	221.00'	28°52'54"	56.91'
C132	30.87'	221.00'	8°00'47"	15.46'
C133	45.93'	221.00'	11°54'24"	23.00'
C134	34.60'	221.00'	8°58'15"	17.34'
C135	42.60'	25.00'	97°37'16"	28.57'
C136	159.14'	429.00'	21°15'15"	80.50'
C137	87.61'	429.00'	11°42'03"	43.96'
C138	28.23'	429.00'	3°30'10"	13.12'
C139	45.30'	429.00'	6°03'03"	22.67'
C140	246.86'	471.00'	30°00'18"	126.23'
C141	39.27'	25.00'	90°00'23"	25.00'
C142	104.10'	1474.00'	43°24'47"	52.07'
C143	47.11'	1474.00'	1°49'52"	23.56'
C144	20.00'	1474.00'	0°46'39"	10.00'
C145	36.99'	1474.00'	1°26'16"	18.49'
C146	47.12'	30.00'	90°00'00"	30.00'

### RECORDER

STATE OF ARIZONA }  
COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as of the date indicated below.

Request of: \_\_\_\_\_  
Witness my hand and official seal: \_\_\_\_\_  
Virginia Ross Pinal County Recorder  
By: \_\_\_\_\_ Deputy

### SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

### LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW
- EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING

### ABBREVIATIONS

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

### BAXTER DESIGN GROUP

ME: SEPTEMBER 4, 2018  
REVIEWED BY: MDD  
DRAWN BY: STAFF  
REVIEWED BY: JWW  
FILES: \_\_\_\_\_  
CODE: FINAL PLAT  
REVISION: \_\_\_\_\_

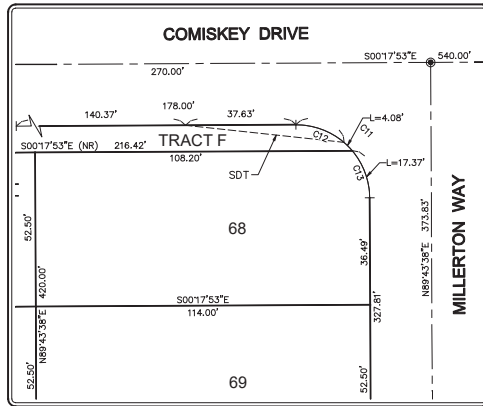
### D.R. HORTON, INC.

ANTHEM AT MERRILL RANCH  
FINAL PLAT  
UNIT 35A  
LAYOUT  
SHEET 5 OF 7

SITUATED WITHIN THE WEST 1/2 OF SECTION 25, T4S, R1E OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL CO., AZ

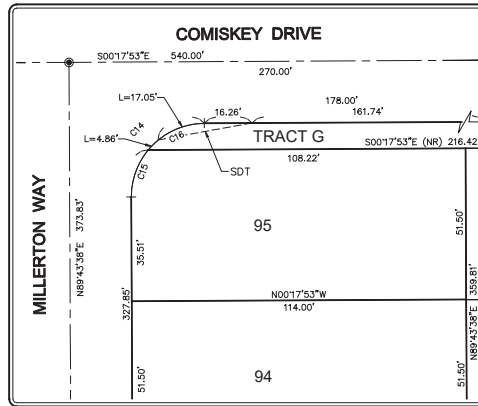
UNIT 35A  
LAYOUT  
SHEET 5 OF 7

VERSION 1



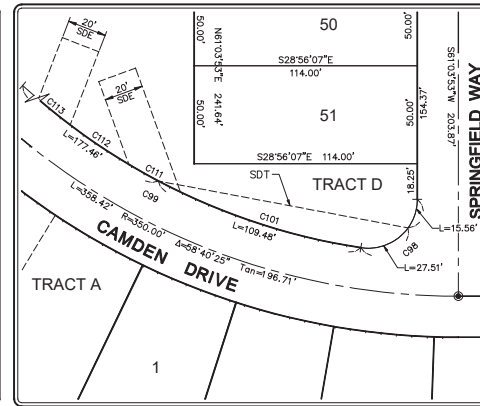
DETAIL "A"

SCALE: 1"=20'



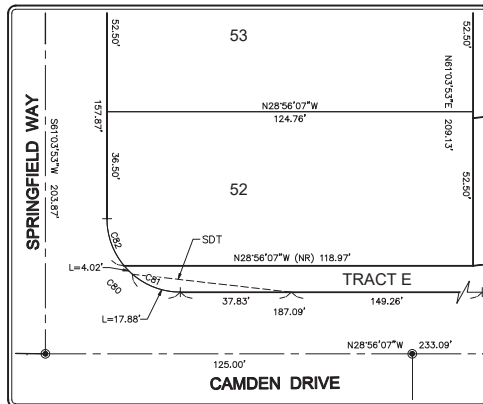
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SCALE: 1"=20'



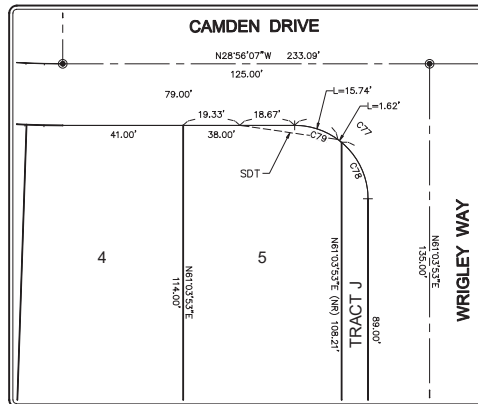
DETAIL "C"

SCALE: 1"=30'



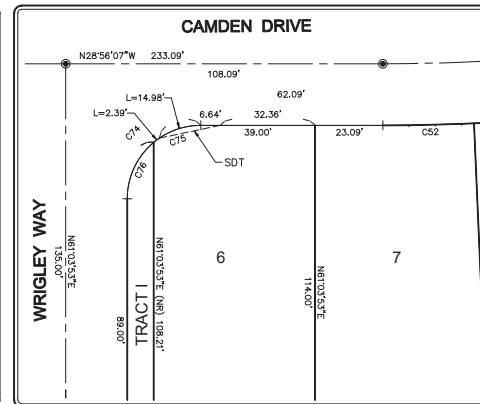
DETAIL "D"

SCALE: 1"=20'



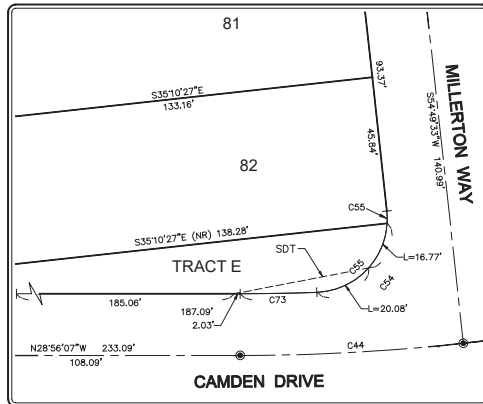
DETAIL "E"

SCALE: 1"=20'



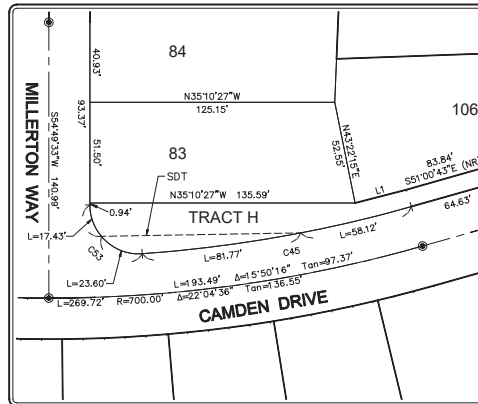
DETAIL "F"

SCALE: 1"=20'



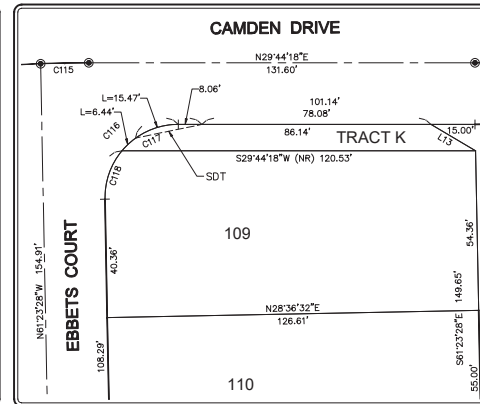
DETAIL "G"

SCALE: 1"=20'



DETAIL "H"

SCALE: 1"=30'



DETAIL "I"

SCALE: 1"=20'

## RECORDER

STATE OF ARIZONA } SS  
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as of the date of recording.

Request of: \_\_\_\_\_  
Witness my hand and official seal:  
Virginia Ross Pinal County Recorder  
By: \_\_\_\_\_ Deputy

## SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

## LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW
- EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

## ABBREVIATIONS

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



DATE: SEPTEMBER 4, 2018  
DESIGNED BY: HGO  
DRAWN BY: STAFF  
CHECKED BY: JWW  
PROJECT: UNIT 35A  
SHEET: FINAL PLAT

REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		


D.R. HORTON, INC.  
ANTHEM AT MERRILL RANCH  
FINAL PLAT  
UNIT 35A

SITUATED WITHIN THE WEST 1/2 OF SECTION 25,  
T4S, R1E OF THE GILA AND SALT RIVER MERIDIAN,  
TOWN OF FLORENCE, PINAL CO., AZ

UNIT 35A  
SDT DETAILS  
SHEET 6 OF 7

DATE: 09/04/2018  
DRAWN BY: STAFF  
CHECKED BY: JWW  
PROJECT: UNIT 35A  
SHEET: FINAL PLAT

[illegible]

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9d.</b>
<b>MEETING DATE:</b> September 17, 2018  <b>DEPARTMENT:</b> Human Resource  <b>STAFF PRESENTER:</b> Scott Barber, HR Director  <b>SUBJECT:</b> Resolution No. 1681-18: Revised FY2018-19 Employee Classification Plan		<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 type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <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 adopt Resolution No. 1681-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2018-2019 EMPLOYEE CLASSIFICATION PLAN.

**BACKGROUND/DISCUSSION:**

In 2016 and 2017, our Public Works Director and our Community Development Director left Town employment. After analyzing the best approach to deal with those vacancies, the departments of Public Works and Community Development were merged to form the Development Services Department. It has become clear that the workload for the Development Services Director position is too great, especially taking into consideration issues that continue to need attention in our utility divisions. As a result, Brent Billingsley, Town Manager, has decided to split the department back into two separate departments. That move requires amendments to the current Employee Classification Plan. In addition, an upcoming vacancy in the wastewater division is being addressed by a consolidation of the water and wastewater divisions back into a single Utilities Division, with one superintendent. This is a return to a prior structure and is reflected in the revised classification plan. And finally, the structure of the Finance Department has been under review for some time. And sometimes opportunities present themselves that don't particularly mesh with desired timelines. Such is the case with a resignation we've received from the incumbent in our Accountant position. After due deliberation, it is staff's desire to reclassify the existing Accountant position to Budget Analyst and thereby expand the role of this position which is envisioned in what is hoped to be the departmental structure submitted for consideration in the FY19/20 budget process.

#### FY2018-2019 EMPLOYEE CLASSIFICATION PLAN ADDITIONS:

Public Works Director/Town Engineer	Range 68
Community Development Director	Range 66
Utility Superintendent	Range 48
Budget Analyst	Range 47

#### FY2018-2019 EMPLOYEE CLASSIFICATION PLAN DELETIONS:

Town Engineer	Water Superintendent
Development Services Director	Wastewater Superintendent
Utilities Director	Planning Manager

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

The revised FY18/19 Employee Classification Plan would not be amended and the associated organizational adjustments would not be implemented.

#### **A VOTE OF YES WOULD MEAN:**

The revised FY18/19 Employee Classification Plan would be adopted and the associated organizational adjustments would be implemented for the pay period which includes October 1, 2018.

#### **FINANCIAL IMPACT:**

The fiscal impact of this recommendation to the General Fund is approximately \$27,000 additional salary dollars in the (new) Community Development Department, which is the reclassification of the Planning Manager plus 50% of an Administrative Assistant compensation for the employee who will remain in Community Development and therefore must be paid fully by that General Fund departmental budget. The Finance Department recommendation is expected to have a net-negative impact due to the vacancy factor and where in the pay range individuals have been hired versus the budgeted amount. Outside of the General Fund, the recommendation will result in a net salary savings to Street Fund (which is being charged 50% of an Administrative Assistant compensation), and the savings in the Water and Wastewater Funds achieved through consolidation of the superintendent positions.

#### **ATTACHMENTS:**

Resolution No. 1681-18  
Revised Town of Florence FY2018-2019 Classification Plan

**RESOLUTION NO 1681-18**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY,  
ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2018-  
2019 EMPLOYEE CLASSIFICATION PLAN.**

**WHEREAS**, it has been brought to the attention of the Mayor and Council of the Town of Florence, Arizona, that the Town Manager desires to make certain changes in the Town organizational structure; and

**WHEREAS**, it is necessary to amend the previously approved Town of Florence FY2018-19 Employee Classification Plan to enable those planned changes.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Town of Florence, Arizona, that the Town of Florence hereby adopts the recommended revised Fiscal Year 2018-2019 Employee Classification Plan.

**PASSED AND ADOPTED** by the Town Council this 17<sup>th</sup> day of September 2018.

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Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Lisa Garcia, Town Clerk

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Clifford L. Mattice, Town Attorney

**Town of Florence**  
**FY 2018-19 Classification Plan – Revised 9/17/18**  
**(Pay Range Order)**

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Town Manager			Contract			
Town Attorney						
Town Magistrate						
Deputy Town Manager	73	\$93,785	\$121,799	\$149,813	E	UC
Police Chief	69	\$84,964	\$110,343	\$135,722	E	UC
Fire Chief	68	\$82,892	\$107,652	\$132,412	E	UC
Public Works Director/Town Engineer					E	UC
Finance Director	67	\$80,870	\$105,027	\$129,183	E	UC
Community Development Director	66	\$78,898	\$102,465	\$126,032	E	UC
Community Services Director	64	\$75,097	\$97,528	\$119,959	E	UC
Human Resource Director					E	UC
Town Clerk	60	\$68,033	\$88,355	\$108,676	E	UC
Assistant Town Manager	59	\$66,375	\$86,201	\$106,027	E	UC
Cmns & Intergovernmental Relations Manager					E	UC
Deputy Public Works Director					E	UC
Information Technology Mgr					E	UC
Police Lieutenant					E	C
Senior Civil Engineer	57	\$63,176	\$82,047	\$100,918	E	UC
Fire Battalion Chief	55	\$61,304	\$78,094	\$94,884	E	C
Accounting Manager	51	\$55,538	\$70,749	\$85,960	E	C
Senior Planner					E	C
Police Support Services Mgr					E	C
Building Official	50	\$54,183	\$69,023	\$83,863	E	C
GIS Coordinator					E	C
Library Manager					E	C
Police Sergeant					NE	C
Public Works Superintendent					E	C
Assistant to the Town Manager	49	\$52,862	\$67,340	\$81,818	E	C
Fire Captain	48	\$51,527	\$65,697	\$79,822	NE	C
Public Works Project Manager					E	C
Utility Superintendent					E	C

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Budget Analyst Grants Coordinator Management Analyst	47	\$50,315	\$64,095	\$77,875	E	UC
Associate Engineer	46	\$49,088	\$62,532	\$75,976	NE	C
Parks Maintenance Supt. Recreation Superintendent	45	\$47,890	\$61,006	\$74,122	NE E	C C
Planner	44	\$46,722	\$59,518	\$72,314	NE	C
Court Administrator Senior Building Inspector	43	\$45,583	\$58,067	\$70,551	E NE	UC C
Fire Engineer Police Officer Public Safety Communications Supervisor	42	\$44,471	\$56,651	\$68,831	NE NE NE	C C C
Accountant Facilities Manager Police Recruit	40	\$42,328	\$53,921	\$65,515	NE NE NE	C C C
Finance Project Analyst Crime Analyst	39	\$41,296	\$52,606	\$63,916	NE NE	C C*
Firefighter Fleet Services Supervisor Information Technology Tech. Maintenance Foreman	38	\$40,289	\$51,323	\$62,357	NE NE NE NE	C C C C
Deputy Town Clerk Human Resource Coordinator	37	\$39,305	\$50,070	\$60,835	NE NE	C C
Building Inspector Field Foreman Parks Maintenance Foreman	36	\$38,346	\$48,849	\$59,352	NE NE NE	C C C
Engineering Technician Senior Treatment Plant Opr	35	\$38,841	\$47,658	\$56,475	NE NE	C C
Public Safety Dispatcher – Lead Recreation Coordinator	34	\$37,893	\$46,496	\$55,098	NE NE	C C
Librarian Payroll Specialist	33	\$36,970	\$45,362	\$53,754	NE NE	C C
Code Compliance Officer Maintenance Worker III Mechanic Police Evidence Technician Sanitation Worker III	32	\$36,068	\$44,255	\$52,442	NE NE NE NE NE	C C C C C

<b>Position Classification</b>	<b>Pay Range</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>FLSA</b>	<b>Classified/ Unclassified</b>
Engineering Technician Assistant	30	\$34,330	\$42,123	\$49,916	NE	C
Public Safety Dispatcher					NE	C*
Senior Court Clerk					NE	C
Utility Billing Supervisor					NE	C
Administrative Assistant	29	\$33,492	\$41,095	\$48,698	NE	C
Permit Specialist					NE	C
Wastewater Treatment Plant Opr					NE	C
Water Plant Operator					NE	C
Accounting Technician	28	\$32,676	\$40,093	\$47,510	NE	C
Assessment Specialist					NE	C
Facilities Maintenance Specialist					NE	C
Utility Services Representative					NE	C
Utility Systems Operator	27	\$31,880	\$39,116	\$46,352	NE	C
Maintenance Worker II	26	\$31,101	\$38,161	\$45,221	NE	C
Sanitation Worker II					NE	C
Recreation Programmer	25	\$30,343	\$37,231	\$44,119	NE	C
Court Clerk	24	\$29,603	\$36,323	\$43,043	NE	C
Police Records Clerk					NE	C*
Utility Services Operator					NE	C
Maintenance Worker I	22	\$29,386	\$34,572	\$39,758	NE	C*
Sanitation Worker I					NE	C
Customer Service Representative	21	\$28,670	\$33,729	\$38,788	NE	C
Library Assistant					NE	C
Office Assistant					NE	C*
Mechanic Assistant	19	\$27,288	\$32,104	\$36,920	NE	C
Custodian	16	\$25,340	\$29,812	\$34,284	NE	C
Library Aide	15	\$24,434	\$28,746	\$33,058	NE	C*

\*All part-time positions in these classifications are unclassified

Guidelines for Temporary Positions (hourly):

<b>Position Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Fitness Trainer	\$12.7990	\$17.7587
Pool Manager	\$12.1899	\$16.4923
Heat Lifeguard Recreation Leader III	\$10.5000*	\$13.8730
Lifeguard II Recreation Leader II	\$10.5000*	\$11.9629
Lifeguard I Recreation Leader I Student Trainee	\$10.5000*	\$10.8375

\*will be \$11.00 on 1/1/19 per state law

Part-Time Fire Department Positions (hourly):

<b>Position Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Part-Time Firefighter	\$13.25	\$20.51
Part-Time Fire Engineer	\$14.63	\$22.64