

# TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter  
Vice-Mayor John Anderson  
Councilmember Karen Wall  
Councilmember Kristen Larsen  
Councilmember Michelle Cordes  
Councilmember Judy Hughes



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

Monday, August 17, 2020

6:00 PM

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**Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, August 17, 2020, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.**

## ***SPECIAL NOTICE REGARDING PUBLIC MEETINGS***

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

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

1. *Access the link to watch a video stream on the Town website: [www.FlorenceAZ.gov/tv](http://www.FlorenceAZ.gov/tv) or view the meeting live on Cox TV Channel 11.*

2. To Zoom:

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/81685030289?pwd=QVpOMlhPZ05VL0Y2SU5ia3JGWnBGZz09>

Passcode: 563444

3. To call in and listen, please dial:

US: +1 346 248 7799 or +1 669 900 6833

Webinar ID: 816 8503 0289

Passcode: 563444

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

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

The agenda for this meeting is as follows:

**1. CALL TO ORDER**

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

**3. MOMENT OF SILENCE**

**4. PLEDGE OF ALLEGIANCE**

**5. CALL TO THE PUBLIC**

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

**6. PRESENTATIONS**

- a. Introduction of Ben Littlefield, Superintendent of Casa Grande Ruins. (Mayor Walter/Roger Biede)
- b. **Presentation regarding** Florence considering becoming Autism Certified Town. (Mayor Walter/Roger Biede)
- c. **Presentation on** Enterprise Fleet Management. (Chris Salas)
- d. **Presentation on** the Florence Transportation Study (Chris Salas)
- e. **CERT Vehicle** Presentation. (Chief Strayer)
- f. **Drunk Busters** Cart Presentation (Chief Walls)

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

- a. **Authorization to contract** with Waxie Sanitary Supply, for operational and janitorial supplies and related custodial equipment and services, in an amount not to exceed \$40,000 through June 30, 2020. (Chris Salas)

- b. Approval of the GIS Enterprise License Agreement renewal for three-years with Environmental Systems Research Institute in an amount not to exceed \$89,827.50. (Trenton Shaffer)
- c. Approval of the May 26 Special Meeting, July 6 Regular Meeting, July 20 Special Meeting and July 20, 2020 Regular Meeting minutes. (Lisa Garcia)

## 8. UNFINISHED BUSINESS

- a. Ordinance No. 697-20: second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING SECTION 150.300 (TECHNICAL CODES) OF THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING THE 2012 INTERNATIONAL FIRE CODE. (Barbara Rice)

## 9. NEW BUSINESS

- a. Resolution No. 1747-20: 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 4, 2020. (Lisa Garcia)

## 10. MANAGER'S REPORT

## 11. CALL TO THE PUBLIC

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

## 13. ADJOURNMENT

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

**POSTED ON AUGUST 13, 2020, 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 711 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***

|  |   |  |
|--|---|--|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>6b.</b>  |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Administration<br><br><b>STAFF PRESENTER:</b> Mayor Walter<br><br><b>SUBJECT:</b> Making Florence an Autism Certified Town  |   | <input type="checkbox"/> Action<br><input type="checkbox"/> Information Only<br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input checked="" type="checkbox"/> Other |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |   |  |

**RECOMMENDED MOTION/ACTION:**

No Action; information only.

**BACKGROUND/DISCUSSION:**

This item was requested by Roger Biede, Executive Director of the Greater Florence Chamber of Commerce.

In 2001, IBCCES (International Board of Credentialing and Continuing Educational Standards) identified a need for standardization within healthcare, education, and corporate environments to meet the growing needs of those with cognitive disorders.

The Autism Certified City (ACC) designation is awarded by IBCCES to communities where key stakeholders, including healthcare, education, local government, hospitality, leisure, and corporate members, are trained and certified to better serve individuals with autism and other cognitive disorders.

With a 600% increase in autism diagnoses in the U.S., autism is the fastest growing developmental disorder in the world. The Greater Florence Chamber of Commerce believes certification is the right thing to do to serve this growing, yet underserved community. It's an amazing opportunity for Florence to elevate our travel brand and our destination promise, as well as to continue to make our Town an amazing place to live, work, and raise our kids.

Benefits of being IBCCES certified can include the following: increase tourism revenue, improve quality of life for residents, attract skilled talent to local companies, increase community engagement, create a distinct inclusive brand nationally and internationally, increases quality of education resources, improve healthcare experience and outcomes, increase workforce readiness, create opportunity for funding and grants and increase revenue.

**A VOTE OF NO WOULD MEAN:**

Not Applicable; presentation only.

**A VOTE OF YES WOULD MEAN:**

Not applicable; presentation only.

**FINANCIAL IMPACT:**

The costs can vary widely based on type of organization, number of staff etc., but in general can range from \$30 per person up to \$495 per person (for a 14 CE professional credential). The certifications are typically good for two years. Every two-years both updated training/renewals would need to occur to keep the certifications active.

**ATTACHMENTS:**

Presentation  
Informational Sheet



**A Destination Mindful of All  
Your Senses.**

# WHY NOW?



1 in 54

Children are diagnosed with autism in the US

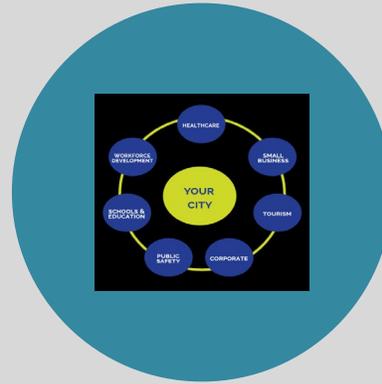


**With a 600% Increase** in autism diagnoses in the U.S., autism is the fastest growing developmental disorder in the world

# What it means



TOWN STAFF, FIRST RESPONDERS AND TEACHERS CERTIFIED HOW TO BEST MANAGE SITUATIONS INVOLVING INDIVIDUALS WITH ASD.



OFFICIAL TRAVEL GUIDE WITH COMPREHENSIVE TOOLS TO PLAN A VISIT



BUSINESSES, ATTRACTIONS, AND PARKS CERTIFIED TO BE AUTISM FRIENDLY

# Benefits of Certification

1. INCREASE tourism revenue
2. IMPROVE quality of life for residents
3. ATTRACT skilled talent to local companies
4. INCREASE community engagement
5. CREATE a distinct inclusive brand nationally and internationally
6. INCREASE quality of education resources
7. IMPROVE healthcare experience and outcomes
8. INCREASE workforce readiness
9. CREATE opportunity for funding and grants
10. INCREASE revenue



As Seen On



HUFFPOST Newsweek



Attractions



People



# ROI: What is the Impact?

1. 400 FAMILIES on opening day Sesame Place
2. 50% INCREASE in employee morale score at Marriott (first month)
3. \$200K GRANT for autism improvements at Elmwood Park Zoo
4. GUEST SATISFACTION scores up 45% Aquatica (first 3 months)
5. BUSIEST media event of year for Ripley's Aquarium of the Smokies
6. DOUBLED out-of-region guests Discovery Cove (first 3 months)
7. 32% INCREASE in first-time guests Marriott (first 2 months)
8. 6 BILLION web hits on autism page Sesame Place (year one)



LETS MAKE FLORENCE AN AUTISM CERTIFIED CITY!

[https://ibcces.org/autism\\_certified\\_city/](https://ibcces.org/autism_certified_city/)

In 2001, IBCCES (International Board of Credentialing and Continuing Educational Standards) identified a need for standardization within healthcare, education, and corporate environments to meet the growing needs of those with cognitive disorders. We assembled a board of thought leaders and experts in these fields to address the growing international need and create a series of certification programs in autism, ADHD, sensory disorders, dementia, mental health, dyslexia, and other cognitive disorders and special needs.

The Autism Certified City (ACC) designation is awarded by IBCCES to communities where key stakeholders, including healthcare, education, local government, hospitality, leisure, and corporate members, are trained and certified to better serve individuals with autism and other cognitive disorders. IBCCES is the only credentialing board working with communities to bring 20 years of industry knowledge and leadership so they become truly inclusive and accessible for all.

IBCCES is setting the standard for autism (and other cognitive disorders) certifications as the only known organization focused on the hospitality/travel industry. Their key insights, paired with their Autism Travel nationwide presence, will help our partners better understand the ASD community and their growing need for autism-certified travel destinations, attractions and hotels.

WHY NOW?

With a 600% increase autism diagnoses in the U.S., autism is the fastest growing developmental disorder in the world. The Greater Florence Chamber of Commerce believes certification is the right thing to do to serve this growing, yet underserved community. It's an amazing opportunity for Florence to elevate our travel brand and our destination promise, as well as to continue to make our Town an amazing place to live, work, and raise our kids.

Community Stakeholders Work Together in a myriad of areas:

HOSPITALITY

Hotels, restaurants and other attractions will be more aware of how to better serve individuals and families with children on the autism spectrum, resulting in better customer service, improved guest experience, and ultimately, more visitors.

EDUCATION

Teachers and other school personnel will be able to better identify and educate students with Autism and other learning disorders. Resulting in better educated students who give back to the community.

HEALTHCARE

Physicians, therapists, and other healthcare professionals will be able to improve patient experience and outcomes, resulting in a more connected and healthier community.

TRANSPORTATION

Buses, shuttles will be able to better accommodate individuals with autism and sensory sensitivities, which makes happier customers, increased revenue and more productive employees.

#### CITY GOVERNMENT + SAFETY

Law enforcement, first responder, park and recreation staff, and others will be better equipped to interact with individuals with autism and other sensory disorders in a positive way.

#### ENTERTAINMENT

Museums, Community Centers, parks, pools, and entertainment venues will be able to better serve guests and help them customize their experience, allowing these organizations to attract and serve more families, as well as increase staff empowerment and morale.

#### COSTS

Costs depend on the organization. For a Town to become certified we would need participation from hospitality, healthcare, education, and public safety organizations/departments. In the past they have given different pricing levels based on the size of the organization and type (for example the destination marketing/convention and visitors bureau was given a discount for all members, or the chamber of commerce members) but in healthcare, for example, since that program is more in depth and specialized that would be an individual proposal (which is covered by the organization itself, usually not the Town). For Town departments such as parks and rec or fire and medical/police, we could group those together for the most advantageous discounts as well. The healthcare and education are the most in depth with the highest price, with hospitality entry level training being the most affordable. So in essence, the costs for the city would vary based on departmental participation, and then private organizations would pay for their own since they receive individual and organizational benefits separate from the benefits from the city designation.

The costs can vary widely based on type of organization, # of staff etc., but in general can range from \$30 pp up to \$495 pp (for a 14 CE professional credential). The certifications are typically good for 2 years, so at the 2 year mark updated training/renewal would need to occur to keep the certifications active.

|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>6c.</b>  |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Public Works, Water & Wastewater Division<br><br><b>STAFF PRESENTER:</b> Christopher Salas, P. E.<br>Public Works Director/Town Engineer<br><br><b>SUBJECT:</b> Enterprise Fleet Management Presentation   |   | <input type="checkbox"/> Action<br><input checked="" type="checkbox"/> Information Only<br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Regulatory<br><input type="checkbox"/> 1 <sup>st</sup> Reading<br><input type="checkbox"/> 2 <sup>nd</sup> Reading<br><input type="checkbox"/> Other |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |   |  |

**RECOMMENDED MOTION/ACTION:**

No Action; presentation on Enterprise Fleet Management

**BACKGROUND/DISCUSSION:**

Enterprise Fleet Management (Enterprise) will be presenting a proactive fleet replacement plan to the Town of Florence. This plan will reduce the average age of the light duty fleet by 80% (from 15 years old to less than three), helping to reduce operational and maintenance expenses by more than 60%.

With integrating newer vehicles into the Town’s fleet, employees will drive safer, more reliable, and more fuel-efficient vehicles with minimal maintenance needs. The Town will be able to reduce the vehicle lifecycle by leveraging Enterprise’s infrastructure and economies of scale that have been built by operating their fleet for 60 years that now numbers approximately two-million vehicles.

In the long-term, this plan is projected to save the Town of Florence an average of \$40,413 per year in fleet related expenses in Public Works alone, this number will increase when the Town’s entire fleet is analyzed.

Town staff have been working with Enterprise to better understand the process and cost savings for over six months. Several concerns from Finance, Public Works and the Police Department have been discussed and addressed. The Town has taken the time to reach out to neighboring cities to discuss their satisfaction with the Enterprise Fleet Management System and have heard nothing but strong satisfaction on both the

qualitative and quantitative side. Communities and departments of all sizes are using this type of model throughout Arizona.

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

Not Applicable

**FINANCIAL IMPACT:**

Not Applicable

**ATTACHMENTS:**

Presentation



# FLEET MANAGEMENT



CONFIDENTIAL AND PROPRIETARY

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## THE ENTERPRISE STORY

- In the early 1940's Jack Taylor answered the call of duty and joined the Navy during World War II.
- Jack was a decorated naval aviator and flew off both the USS Essex and the USS Enterprise.
- When Jack returned home to St. Louis, he founded what would become Enterprise with seven cars in the basement of a Cadillac dealership.
- We are still privately held and Chrissy Taylor, Jack's granddaughter, is our CEO.
- Today, we operate two-million vehicles in over 10,000 locations. We buy and sell around one-million vehicles each year.
- Enterprise Fleet Management has over 50 locations and manages over 500,000 vehicles. We have 20 employees in AZ.

*"Take care of your customers and employees first, and the profits will follow."*

—Jack Taylor



# CURRENT FLEET SITUATION

- **Current fleet age is negatively impacting the overall budget and fleet operations**
  - **81%** of the light duty fleet is currently 10 years or older
  - **15 years** is the current average age of the fleet
  - **26 years** is the time it would take to cycle the entire fleet at current acquisition rates
  - Older vehicles have higher fuel costs, maintenance costs, reduce productivity due to increased downtime, and less safety features

# OBJECTIVE

- **Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of \$434,139 in 10 years**
  - Shorten the current vehicle life cycle from **over 25 years and 195,000 miles to 3 years and 25,000 miles.**
  - Streamlined resale process for future leased vehicles to maximize return of equity (average 12% above auction) and speed of sale (10-20 days)
  - **Over 83% reduction** in maintenance costs by vehicle remaining under factory warranty coverage.
  - Continually reduce the overall fuel spend by finding the most fuel efficient vehicle in the class and right typing the fleet to the use
- **Increase employee safety with newer vehicles**
  - Currently:
    - **14 vehicles** predate Anti-lock Brake Standardization (2007)
    - **23 vehicles** predated Electronic Stability Control (ESC) standardization (2012)
      - “ESC is the most significant safety invention since the seatbelt” (IIHS)

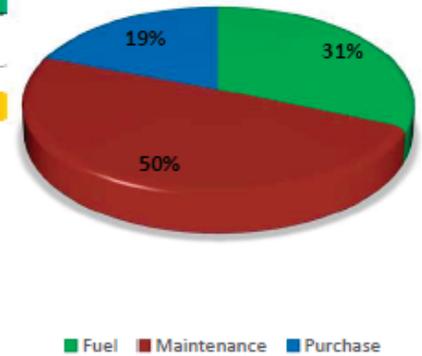
# BUDGET MODEL ANALYSIS

|                       |          |              |        |                 |         |
|-----------------------|----------|--------------|--------|-----------------|---------|
| Current Fleet         | 26       | Fleet Growth | -0.88% | Proposed Fleet  | 25      |
| Current Cycle         | 26.00    | Annual Miles | 7,900  | Proposed Cycle  | 3.20    |
| Current Maint.        | \$200.00 |              |        | Proposed Maint. | \$34.04 |
| Maint. Cents Per Mile | \$0.30   | Current MPG  | 10     | Price/Gallon    | \$2.00  |

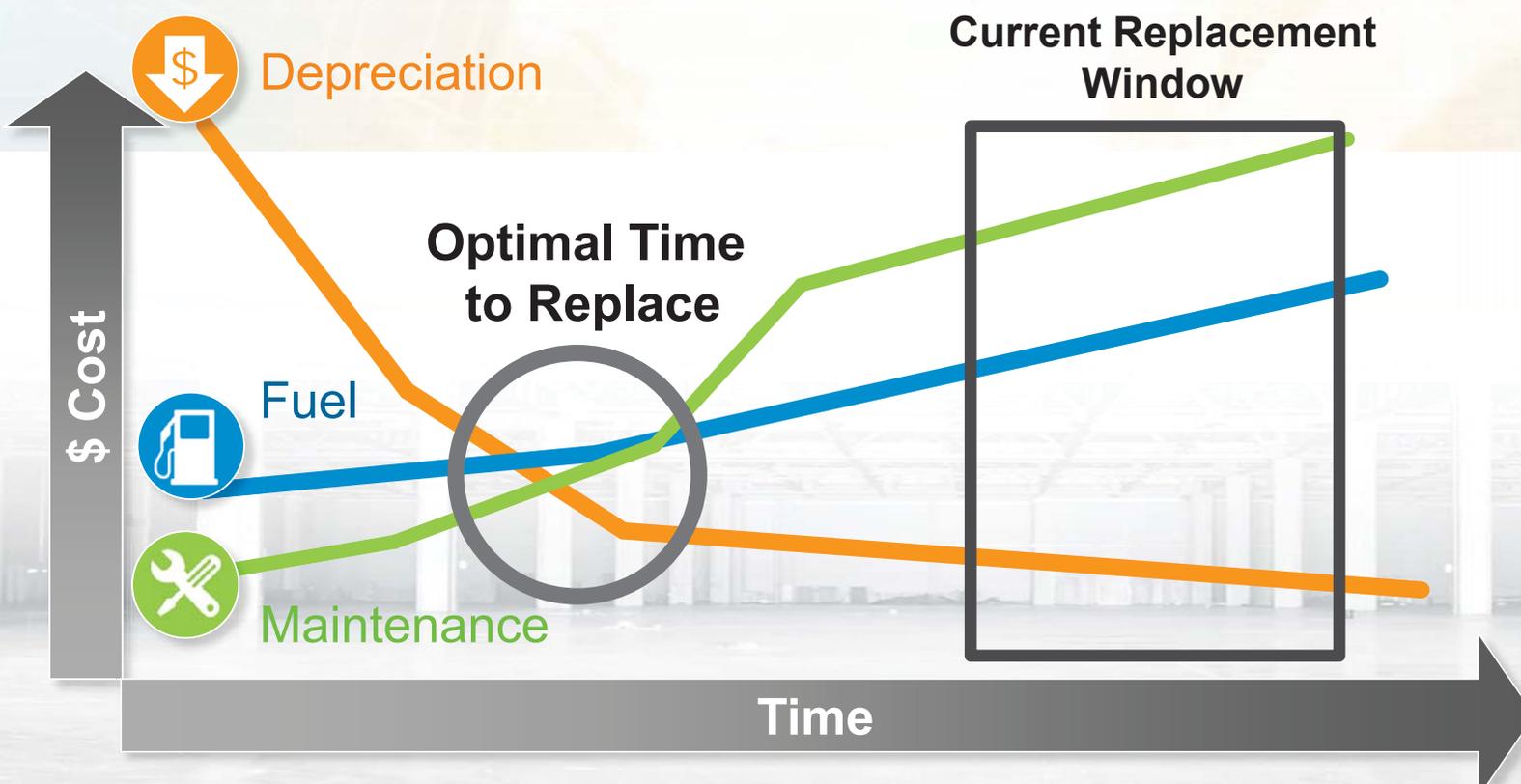
| Fiscal Year | Fleet Size | Fleet Mix    |       | Fleet Cost |          |         |                |                 |             |        | Annual       |          |
|-------------|------------|--------------|-------|------------|----------|---------|----------------|-----------------|-------------|--------|--------------|----------|
|             |            | Annual Needs | Owned | Leased     | Purchase | Lease*  | Equity (Owned) | Equity (Leased) | Maintenance | Fuel   | Fleet Budget | Net Cash |
| Average     | 26         | 1.0          | 26    | 0          | 24,360   | 0       |                |                 | 62,400      | 39,520 | 126,280      | 0        |
| '20         | 25         | 21           | 4     | 21         | 0        | 107,611 | -59,868        | -1,489          | 18,179      | 30,913 | 95,346       | 30,934   |
| '21         | 25         | 5            | 0     | 25         | 0        | 128,727 | -35,940        | -78,799         | 10,213      | 29,274 | 53,476       | 72,804   |
| '22         | 25         | 12           | 0     | 25         | 0        | 128,727 | 0              | -21,553         | 10,213      | 29,274 | 146,661      | -20,381  |
| '23         | 25         | 5            | 0     | 25         | 0        | 128,727 | 0              | -78,799         | 10,213      | 29,274 | 89,415       | 36,864   |
| '24         | 25         | 12           | 0     | 25         | 0        | 128,727 | 0              | -153,788        | 10,213      | 29,274 | 14,426       | 111,854  |
| '25         | 25         | 16           | 0     | 25         | 0        | 128,727 |                | -78,799         | 10,213      | 29,274 | 89,415       | 36,864   |
| '26         | 25         | 12           | 0     | 25         | 0        | 128,727 |                | -21,553         | 10,213      | 29,274 | 146,661      | -20,381  |
| '27         | 25         | 5            | 0     | 25         | 0        | 128,727 |                | -78,799         | 10,213      | 29,274 | 89,415       | 36,864   |
| '28         | 25         | 12           | 0     | 25         | 0        | 128,727 |                | -21,553         | 10,213      | 29,274 | 146,661      | -20,381  |
| '29         | 25         | 5            | 0     | 25         | 0        | 128,727 |                | -211,033        | 10,213      | 29,274 | -42,819      | 169,099  |

|                        |                  |                                 |                 |
|------------------------|------------------|---------------------------------|-----------------|
| <b>10 Year Savings</b> | <b>\$434,139</b> | <b>Avg. Sustainable Savings</b> | <b>\$40,413</b> |
|------------------------|------------------|---------------------------------|-----------------|

Fleet Costs Analysis



# EFFECTIVE VEHICLE LIFE CYCLE



# SAFETY

## 2007

- Front/Side crash test
- Anti-lock brakes
- Airbags



## 2012

- Electronic Stability Control
- Lane Departure Warning



## 2017

- Forward Collision Warning
- Blind Spot Warning
- Offset-crash test



## 2018

- Rear Camera Standard as of May 2018



**FLEET MANAGEMENT**

|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>6d.</b>  |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Public Works, Water & Wastewater Division<br><br><b>STAFF PRESENTER:</b> Christopher Salas, P.E.<br>Public Works Director/Town Engineer<br><br><b>SUBJECT:</b> Florence Transportation Planning Study<br>(Presentation)  |   | <input type="checkbox"/> Action<br><input checked="" type="checkbox"/> Information Only<br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other |
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**RECOMMENDED MOTION/ACTION:**

Florence Transportation Planning Study (Presentation)

**BACKGROUND/DISCUSSION:**

A “Planning Study” refers to a broad range of local and regional planning issues related to, roadway, transit, and non-motorized transportation modes. The geographic focus of studies can vary and include neighborhoods, incorporated communities or entire counties. Studies may also center on specific roadway corridors, transit feasibility or recreational trails systems.

Transportation Planning Studies include a variety of topics, which may include (but not limited to): Long Range Transportation Plans, Regional Transportation Plans, Transportation Master Plans, Corridor Location Studies, Corridor Master Plans, Access Management Plans, Pavement Assessment Plans, Feasibility Studies, Transit Plans, Bike and Pedestrian Plans, Trail Plans, and others.

The Town of Florence's current transportation plan, the 2008 Coolidge-Florence Regional Transportation Plan, is over ten (10) years old. At that time the housing boom in Arizona was beginning to slowdown. Since the end of the Great Recession and the adoption of the Coolidge-Florence Regional Transportation Plan, development patterns and select landowners have changed. The majority of the roads assigned to short-and mid-term projects as part of the previous transportation plan are no longer fitting with current development patterns.

The Coolidge-Florence Regional Transportation Plan did not evaluate and determine the impacts that existing development agreements would have had on the Town's Capital Improvement Plan (CIP). The Town currently has over 15 existing development agreements with varying obligations required of the Town as part of the agreements. Many of the agreements also detail the ability to form Community Facility Districts (CFD) that prescribe infrastructure (roadway, water and sewer) improvements that serve incoming development.

Roadways classified as four-lane facilities in the previous transportation plan (prepared pre-recession), in some cases no longer meet the four-lane demand due to post-recession shifts in the town's development patterns and growth rates. Roadways that meet the minor arterial traffic volume demands are classified as principal arterials. There are previously planned roadway connections that will not be connected based on current land developments or platted entitlements. These changes largely necessitate a new Transportation Planning Study.

The Town's Infrastructure Improvement Plan also needs to be brought up-to-date, and this Transportation Planning Study is a key contributor to informing the Infrastructure Improvement Plan. Ultimately, this study will help the Town of Florence determine and ultimately create transportation policies and strategies including access management, especially in relation to the ongoing and changing development patterns.

A copy of the Florence Transportation Planning Study is available in the Clerk's office or on ADOT's website at: <https://azdot.gov/planning/transportation-studies/town-florence-transportation-planning-study>

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

Not Applicable

**FINANCIAL IMPACT:**

Not Applicable

**ATTACHMENTS:**

Presentation

# Florence Transportation Planning Study

## Town Council Briefing



August 17, 2020

# Project Status

**TASK 1:** Develop Project Work Plan

**TASK 2:** TAC Meeting # 1

**TASK 3:** Town Council Briefing

**TASK 4:** Working Paper #1

**TASK 5:** TAC Meeting #2

**TASK 6:** Working Paper #2

**TASK 7:** TAC Meeting #3

**TASK 8:** Public Meeting #1

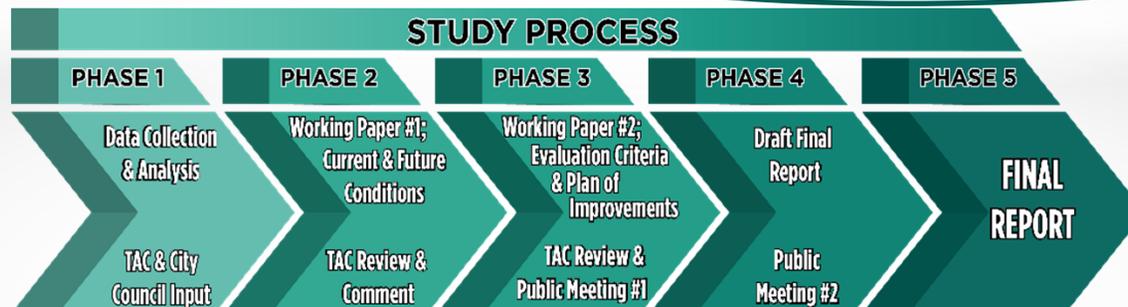
**TASK 9:** Draft Final Report

**TASK 10:** Public Meeting #2

**TASK 11:** Town Council Briefing

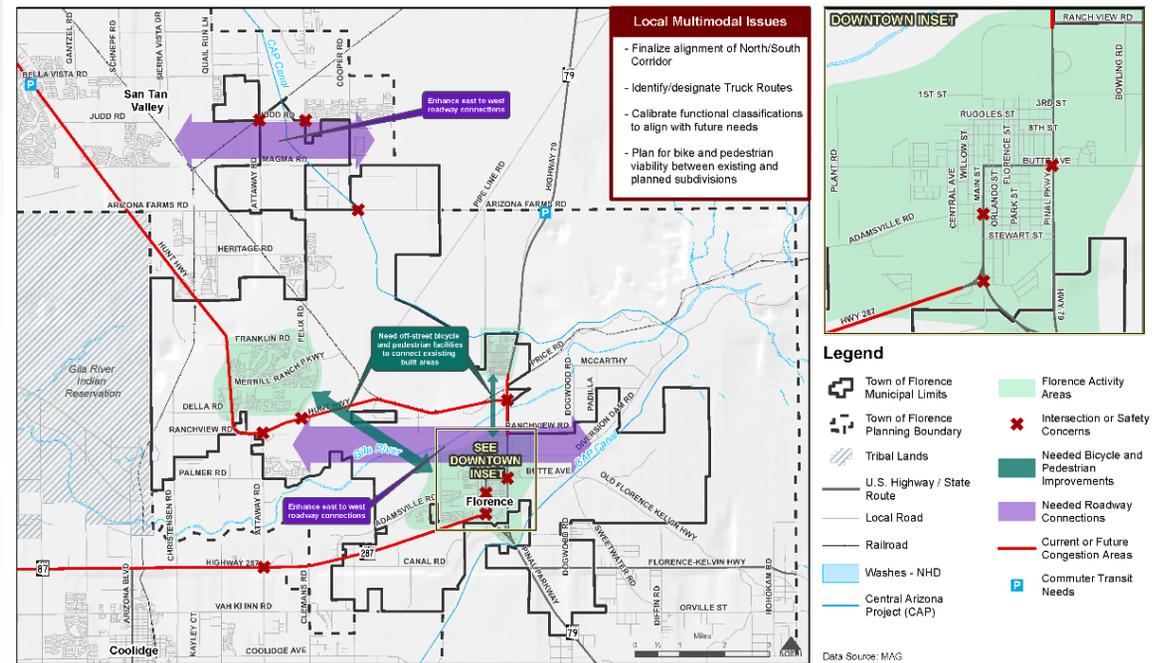
**TASK 12:** Public Involvement Summary

**TASK 13:** Final Report



# Transportation Needs & Issues

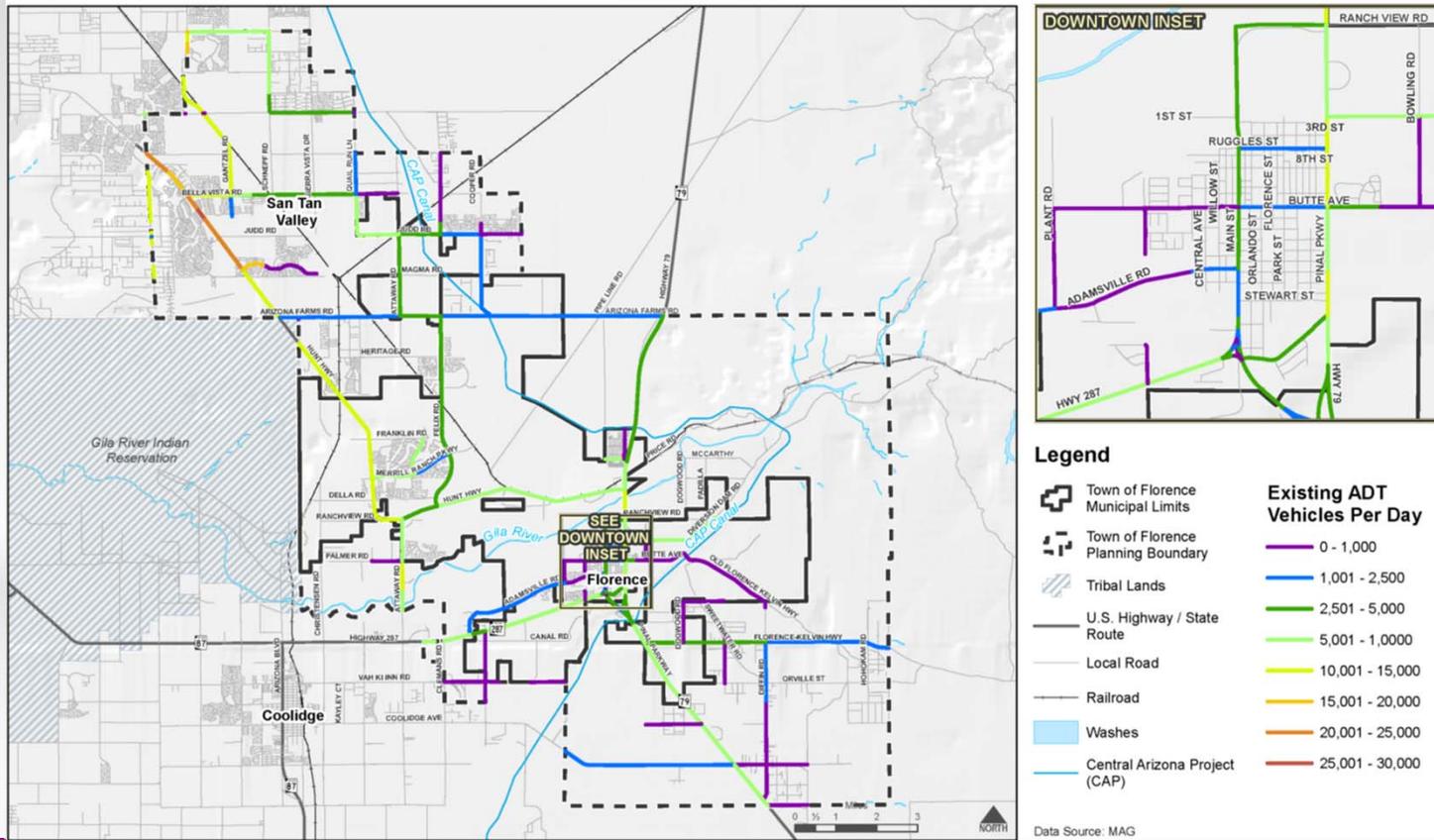
- ▶ Improve E/W Connectivity
- ▶ Functional Classifications
- ▶ Roadway Cross sections
- ▶ Safety Considerations
- ▶ Bike & Ped Mobility – connection Merrill Ranch, Five Parks and downtown
- ▶ Town Regulations & Policies – site triangle, bus bay, truck routes, subdivision connectivity



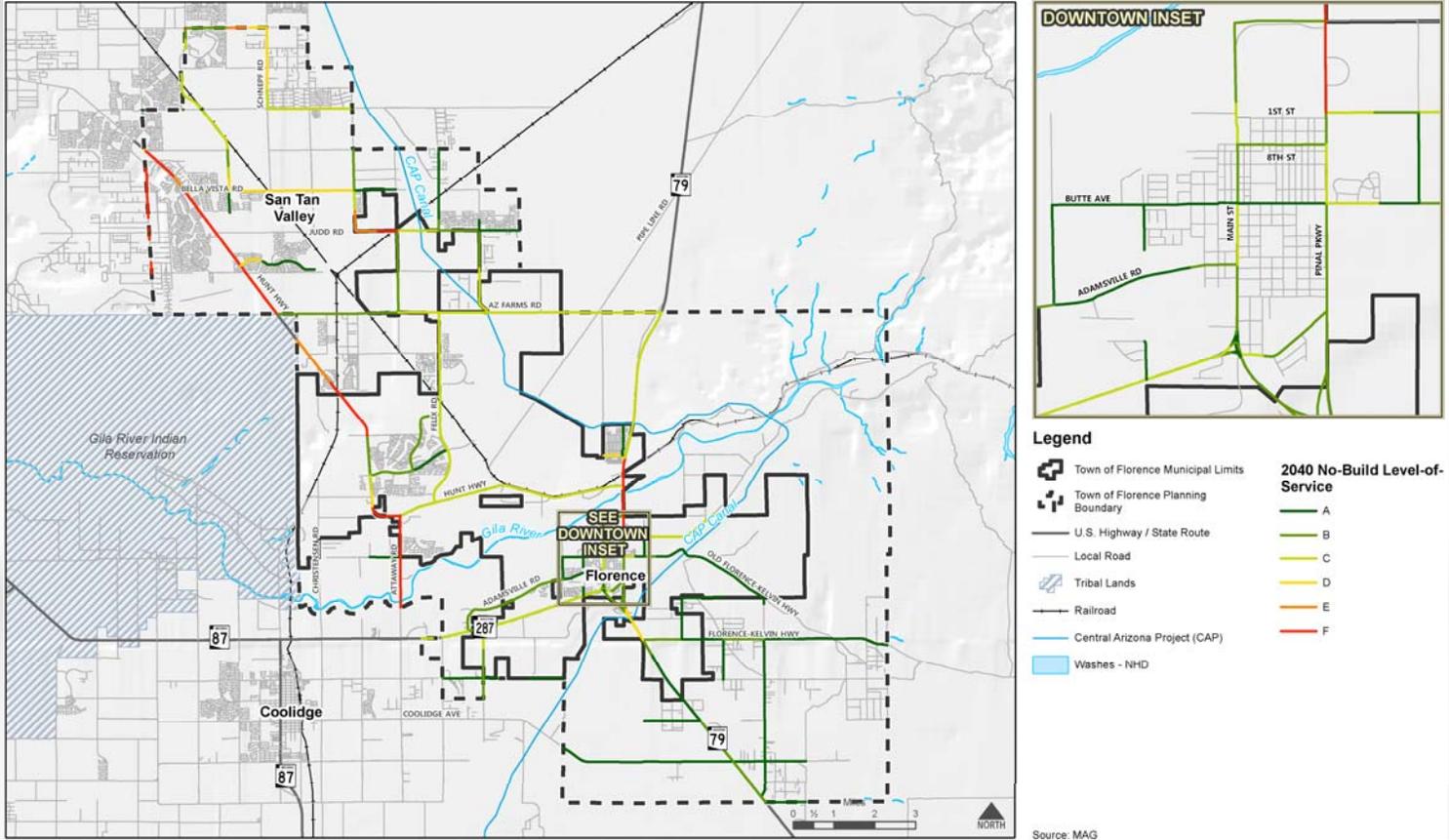
# Future Growth & Vehicle Trip Projections

- ▶ Evaluated existing average daily traffic and roadway level of service
- ▶ Existing transportation plan reflects surplus capacity – pre-recession condition
- ▶ Collaborated with MAG in preparing the travel demand model for Florence
- ▶ Process included sorting out some glitches in MAG data sets, led to delays
- ▶ LOS is determined by the ratio of traffic volume on the roadway versus the capacity of the roadway
- ▶ Apply 2040 growth projections against the 2015 roadway network
- ▶ Analysis of growth rates for every roadway conducted = average annual growth rate of 4%
- ▶ 4% growth rate is fairly progressive and exceeds annual population growth rate = confidence in the results

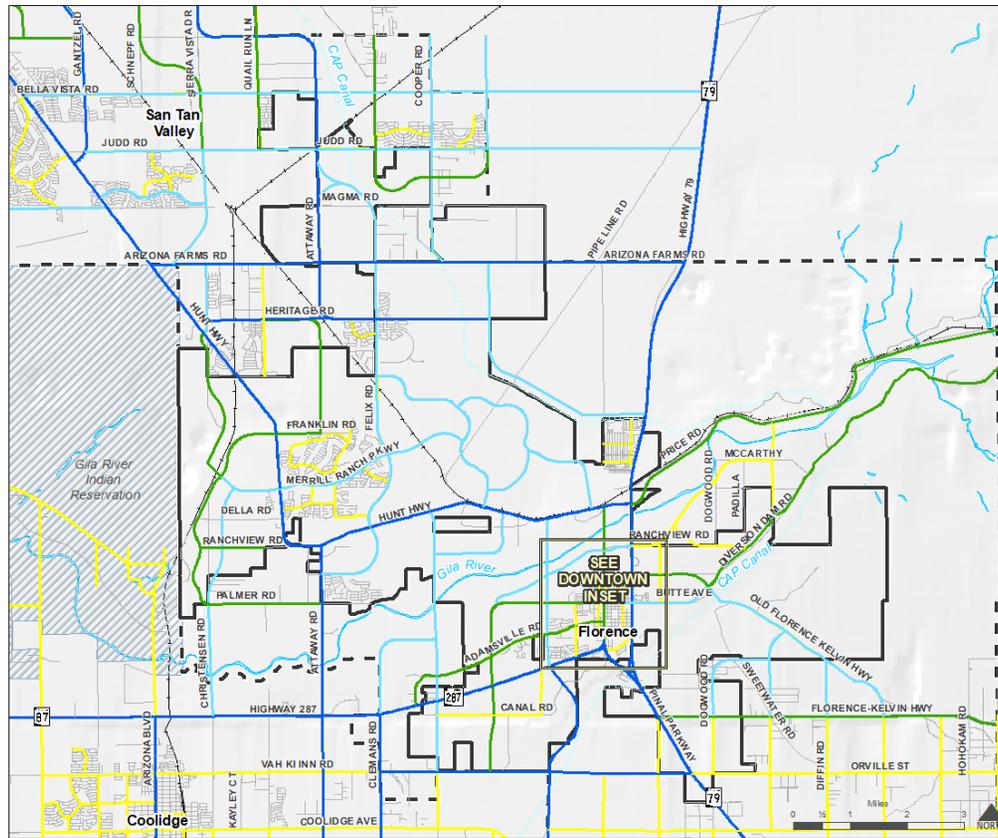
# Existing Average Daily Traffic (ADT)



# 2040 No-Build Level of Service



# 2040 Functional Classification Map

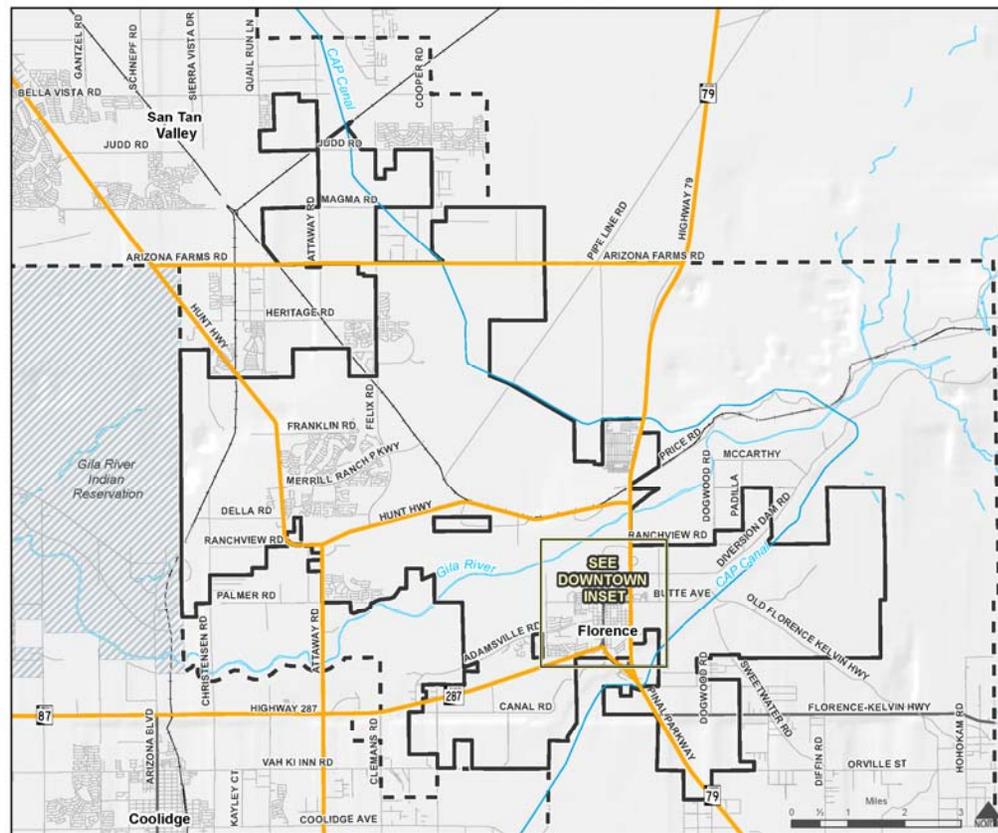


## Legend

- |                                    |                        |
|------------------------------------|------------------------|
| Town of Florence Municipal Limits  | Principal Arterial     |
| Town of Florence Planning Boundary | Minor Arterial         |
| Tribal Lands                       | Major Collector        |
| U.S. Highway / State Route         | Minor Collector        |
| Local Road                         | Local Private, Unknown |
| Railroad                           |                        |
| Washes - NHD                       |                        |
| Central Arizona Project (CAP)      |                        |

Data Source: Town of Florence, Maricopa Association of Governments

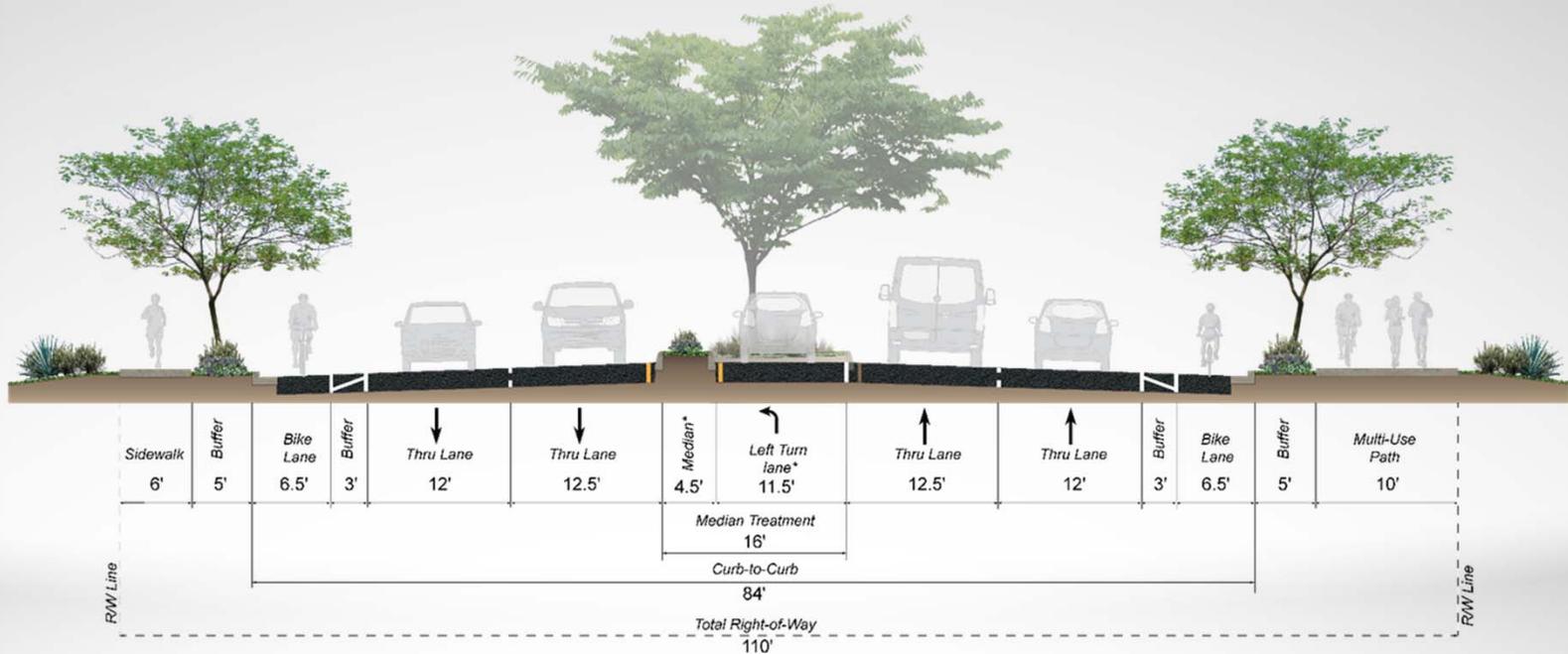
# Truck Routing Plan



## Legend

- Town of Florence Municipal Limits
- Town of Florence Planning Boundary
- Tribal Lands
- U.S. Highway / State Route
- Local Road
- Railroad
- Washes
- Central Arizona Project (CAP)
- Truck Route

# Sample Roadway Cross Section



## Typical Design Features

| Right-of-Way Width | Number of Lanes | Average Daily Traffic | Design Speed Limit | Posted Speed Limit | Cost Per Mile |
|--------------------|-----------------|-----------------------|--------------------|--------------------|---------------|
| 110 feet           | 4 Lanes         | 25,000 – 30,000 ADT   | 45-55 MPH          | 45 MPH             | \$1,357,249*  |

\*Costs include all items shown in Cross section divided by total number of vehicular lanes

# Recommended Roadway Improvements

| Roadway Segment  | 2040 No-Build |     | 2040 Built |     | Implementation Phase <sup>1</sup>  | Cost <sup>2</sup> |
|--|---------------|-----|------------|-----|--|-------------------|
|  | # of Lanes    | LOS | # of Lanes | LOS |  |                   |
| <b>Judd Road:</b><br>Quail Run Road to Attaway Road          | 2             | E   | 4          | B   | Short-Term: Coordinate with Pinal County<br>Mid-/Long-Term:<br>Construct upon annexation | \$2,714,498       |
| <b>Quail Run Road:</b><br>Judd Road to 0.5 miles North       | 2             | E   | 3          | B   | Short-Term: Coordinate with Pinal County<br>Mid-/Long-Term:<br>Construct upon annexation | \$1,141,980       |
| <b>Hunt Highway:</b><br>Stone Creek Drive to Paseo Fino Way  | 4             | F   | 6          | C   | Short-Term: Coordinate with Pinal County<br>Mid-/Long-Term:<br>Construct upon annexation | \$2,128,878       |
| <b>Hunt Highway:</b><br>Paseo Fino Way to Bella Vista Road   | 3             | E   | 6          | B   | Short-Term: Coordinate with Pinal County<br>Mid-/Long-Term:<br>Construct upon annexation | \$1,232,508       |
| <b>Hunt Highway:</b><br>Bella Vista to Arizona Farms Road    | 2             | F   | 6          | B   | Short-Term: Coordinate with Pinal County<br>Mid-/Long-Term:<br>Construct upon annexation | \$10,644,387      |
| <b>Hunt Highway:</b><br>S. of AZ Farms Road to Mirage Avenue | 2             | E   | 4          | B   | Short-Term: Coordinate with Pinal County<br>Mid-/Long-Term:<br>Construct upon annexation | \$4,885,214       |

| Roadway Segment  | 2040 No-Build |     | 2040 Built |     | Implementation Phase <sup>1</sup> | Cost <sup>2</sup>   |
|--|---------------|-----|------------|-----|-----------------------------------|---------------------|
|  | # of Lanes    | LOS | # of Lanes | LOS |                                   |                     |
| <b>Hunt Highway:</b><br>Mirage Avenue to Franklin Road     | 2             | F   | 4          | C   | Near-Term Construction            | \$3,473,432         |
| <b>Hunt Highway:</b><br>Fire Station #2 to Attaway Road    | 2             | F   | 4          | C   | Near-Term Construction            | \$1,747,920         |
| <b>SR 79:</b><br>Gila Drive to Hunt Highway                | 2             | F   | 4          | C   | Mid-Term Construction             | \$1,568,647         |
| <b>SR 79:</b><br>Hunt Highway to Ranch View Road           | 2             | F   | 4          | D   | Long-Term Construction            | \$1,680,693         |
| <b>SR 79:</b><br>Ranch View Road to 1 <sup>st</sup> St     | 2             | F   | 4          | C   | Long-Term Construction            | \$1,187,690         |
| <b>Attaway Road:</b><br>South of Hunt Highway <sup>3</sup> | 2             | F   | 4          | C   | Mid-Term Construction             | \$13,653,927        |
| <b>Total Cost</b>  |               |     |            |     |                                   | <b>\$21,787,071</b> |

<sup>1</sup> The Implementation Phase is a recommendation and is subject to change. Near-Term refers to 0-5 years, Mid-Term is 5-10 years, and Long-Term is 10+ years after publication

<sup>2</sup> Cost estimates are to be considered preliminary planning-level cost estimates

<sup>3</sup> First half-mile of this recommendation is within Town of Florence limits and coordination with Pinal County is required for the southern extension

# Recommended Intersection Safety Improvements

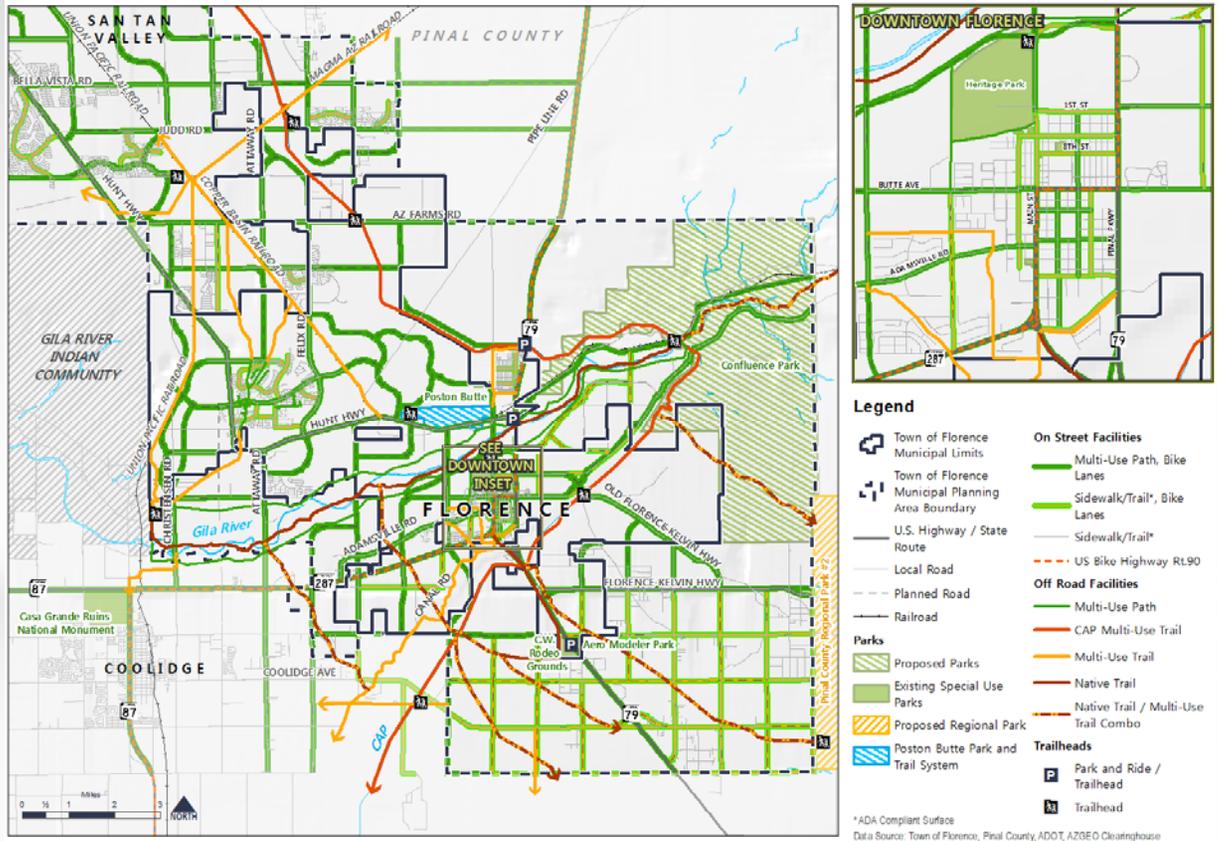
| Intersection Location               | Concern   | Recommendation  | Implementation Phase <sup>1</sup>  | Cost <sup>2</sup> |
|-------------------------------------|---|---|--|-------------------|
| Hunt Highway/<br>Felix Road         | Incomplete Intersection, poor lighting, sight visibility. | Install lighting at the intersection, refresh painting, install edge lines, intersection improvements to increase visibility. | Short-Term (design currently underway)   | \$65,100          |
| Hunt Highway/<br>Arizona Farms Road | Elevated intersection, no lighting, tight radius.         | Reevaluate radii, install lighting, refresh pavement marking.   | Short-Term (Pinal County design currently underway)  | \$37,580          |
| Felix Road/<br>Judd Road            | Lighting, sight visibility.                               | Intersection improvement to improve sight visibility, lighting on the west side of Felix Road and on Judd Road                | Long-Term  | \$50,174          |
| Hunt Highway/<br>Attaway Road       | Sight visibility, high northbound right-turn volumes.     | Install a northbound right-turn lane, install stop bars/crosswalks, refresh striping.   | Short-Term   | \$32,777          |
| Hunt Highway/ SR 79                 | Heavy eastbound right-turn traffic volumes, safety.       | Install an eastbound right-turn lane, install a traffic signal, restripe the intersection, install rumble strips.             | Short-Term (In conjunction with ADOT bridge project to signalize the intersection in 2021) | \$39,645          |
| SR 287/<br>Attaway Road             | High number of crashes, education and enforcement issues. | Coordinate with Coolidge to complete an RSA.  | Short-Term   | \$25,000          |

| Intersection Location             | Concern   | Recommendation  | Implementation Phase <sup>1</sup>                       | Cost <sup>2</sup> |
|-----------------------------------|---|---|---|-------------------|
| SR 79/ SR 287                     | Capacity issues.  | Roundabout is currently in the design phases.   | Short-Term  | N/A               |
| Hunt Highway/<br>Bella Vista Road | Safety - high number of crashes, lot of rear-ends and left-turns. | Coordinate with Pinal County to complete an RSA, evaluate left-turn phases, review signal timing and clearance intervals. | Short-Term  | \$25,000          |
| Bella Vista Road/<br>Gantzel Road | Safety – high number of crashes, lot of rear-ends.                | Complete an RSA, review signal timing and clearance intervals.  | Short-Term:<br>Conduct RSA<br>Mid-Term:<br>Construction | \$25,000          |
| <b>Total Cost</b>                 |   |   |   | <b>\$300,276</b>  |

<sup>1</sup> The Implementation Phase is a recommendation and is subject to change. Near-Term refers to 0-5 years, Mid-Term is 5-10 years, and Long-Term is 10+ years after publication

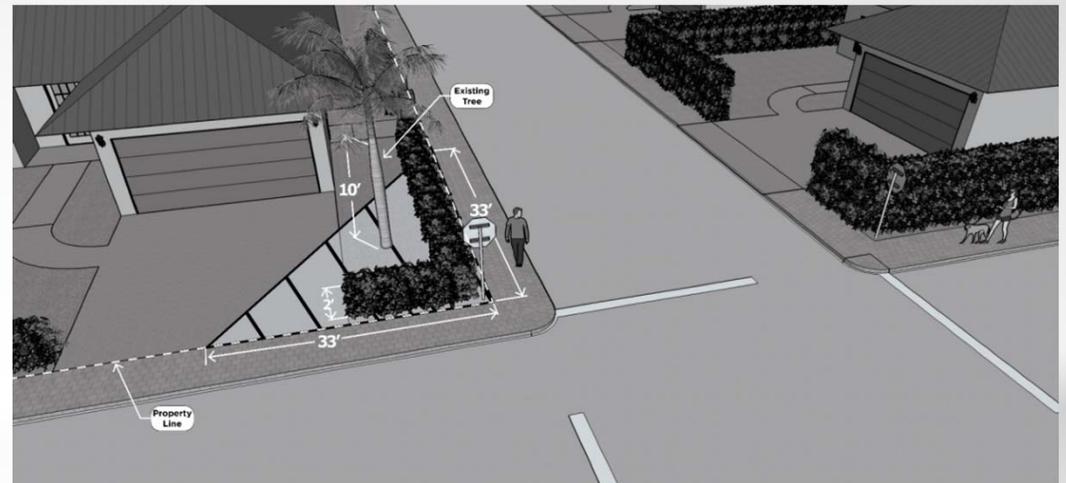
<sup>2</sup> Cost estimates are to be considered preliminary planning-level cost estimates

# Existing & Planned Bicycle Facilities



# Additional Recommendations

- ▶ Site Visibility Triangle
- ▶ Bus Bay Spec's – MAG and ADOT
- ▶ Adaptive Streets – low investment aesthetic and traffic operational improvements to surplus ROW streets (80-ft vs. 100 ft)
- ▶ Policies to connect existing and planned neighborhoods



# Public Open House Feedback

Public Meeting #2 – January 21, 2020 – Council Chambers Foyer

## Boards Presented:

- ▶ Transportation Needs & Issues
- ▶ Existing & Future Average Daily Traffic
- ▶ Proposed Roadway Cross Sections
- ▶ Roadway Functional Classifications & Truck Route Plan
- ▶ Existing & Proposed Bicycle & Pedestrian Facilities
- ▶ Roadway Improvement Recommendations
- ▶ Recommended Intersection Safety Improvements

# Public Comments & Discussion Included

- ▶ Attendees were happy to see intersection improvements addressed.
- ▶ Participants expressed excitement over additional Gila River crossings and enhanced east-west connectivity.
- ▶ Community was pleased to see more opportunities for citizens to walk and bike safely, as well as ride their horses.
- ▶ Public's primary concern was related to the impending roundabout (not a part of this project).



# THANK YOU

## FOR

### ATTENDING TODAY!

**Jason Bottjen**  
Planning Project Manager  
ADOT Multimodal Planning Division  
(602) 712-6166  
JBottjen@azdot.gov

**Kevin Kugler**  
Project Manager  
(602) 798-7521  
kkugler@mbakerintl.gov

|  |   |  |
|--|---|--|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>6e.</b>  |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Fire Department<br><br><b>STAFF PRESENTER:</b> John Kemp, Fire Battalion Chief<br><br><b>SUBJECT:</b> Agreement with Pinal County for CERT vehicle  |   | <input type="checkbox"/> Action<br><input checked="" type="checkbox"/> Information Only<br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance<br><input type="checkbox"/> Regulatory<br><input type="checkbox"/> 1 <sup>st</sup> Reading<br><input type="checkbox"/> 2 <sup>nd</sup> Reading<br><input type="checkbox"/> Other |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |   |  |

**RECOMMENDED MOTION/ACTION:**

Information only

**BACKGROUND/DISCUSSION:**

On August 19, 2019 the Town Council entered into an Intergovernmental Agreement with Pinal County for the placement, operation, and use of a Community Emergency Response Team trailer at the Florence Fire Department. Under the terms of this agreement, Pinal County provides Florence one CERT trailer with supplies and equipment at no cost to the Town. In the event that the supplies and equipment are used during a CERT activation and response, Pinal County Office of Emergency Management will replace and/or replenish any used supplies or equipment.

June 15, 2020 the Town Council proceeded with the acquisition of a Community Emergency Response Team (CERT) vehicle through an Emergency Management Performance Grant from the Federal Emergency Management Agency (FEMA). The purchase price of the vehicle is \$34,542.83. Under the terms of the agreement, the Town of Florence will provide 25% of the cost of the vehicle in an amount not to exceed \$8,635.71.

**A VOTE OF NO WOULD MEAN:**

No Action is required.

**A VOTE OF YES WOULD MEAN:**

No Action is required.

**FINANCIAL IMPACT:**

All fiscal obligations have already been met.

**ATTACHMENT:**

PowerPoint Presentation

# CERT VEHICLE

Community Emergency Response Team



Florence  
**CERT**  
COMMUNITY EMERGENCY  
RESPONSE TEAM

TRANSPORT

DIAL 911

# TOWN OF FLORENCE





FLORENCE FIRE DEPARTMENT



|  |   |  |
|--|---|--|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>6f.</b>  |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Police Department<br><br><b>STAFF PRESENTER:</b> Bruce Walls, Police Chief<br><br><b>SUBJECT:</b> Drunk Busters Cart  |   | <input type="checkbox"/> Action<br><input checked="" type="checkbox"/> Information Only<br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |   |  |

**RECOMMENDED MOTION/ACTION:**

Information only

**BACKGROUND/DISCUSSION:**

On July 27, 2020 the Town took possession of the Drunk Busters Cart. The Cart was a grant award from the Governor’s Office of Highway Safety, valued is at \$1875.35

The Cart will be used to help promote the dangers of drunk driving to the youth in a controlled environment using DUI goggles that simulate impairment. Youth drivers will operate the cart on a designated course to show the simulated effects of alcohol/drug impairment.

The Cart will be used at both high school and community events to educate new and upcoming drivers on the dangers of driving while impaired.

**A VOTE OF NO WOULD MEAN:**

No Action is required.

**A VOTE OF YES WOULD MEAN:**

No Action is required.

**FINANCIAL IMPACT:**

The cart and goggles are 100 percent grant funded.

**ATTACHMENT:**

PowerPoint Presentation

Town of Florence

# Drunk Buster Cart





|   |   |   |
|---|---|---|
|    | <b>TOWN OF<br/>FLORENCE<br/>COUNCIL ACTION<br/>FORM</b> | <b><u>AGENDA ITEM</u><br/>7a.</b>   |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Public Works Department<br><br><b>STAFF PRESENTER:</b> Christopher A. Salas, P.E.<br>Public Works Director/Town Engineer<br><br><b>SUBJECT</b> Waxie Sanitary Supply Contract  |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Regulatory</b></li> <li><input type="checkbox"/> <b>1<sup>st</sup> Reading</b></li> <li><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b></li> </ul> <input type="checkbox"/> <b>Other</b> |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |   |   |

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Waxie Sanitary Supply, through the National Joint Powers Alliance (NCPA) Cooperative Contract #02-27, for operational and janitorial supplies and related custodial equipment and services, in an amount not to exceed \$40,000 through June 30, 2020.

**BACKGROUND/DISCUSSION:**

Waxie Sanitary Supply (Waxie) provides janitorial products and equipment, as well as free training opportunities, for the Facilities Maintenance staff. Waxie allows the Town to purchase items with no minimum order requirements. Items can be purchased for stock, and as needed or emergency items, with a fast delivery turnaround. Items purchased from Waxie include bathroom supplies, shop towels, cleaners, disinfectants, gloves, soap, deodorizers, trash liners, mop heads, brooms, urinal carts, etc.

The term of the Town contract with Waxie would be from the date approved by Council, through June 30, 2021.

**A VOTE OF NO WOULD MEAN:**

A vote of no would delay purchases and availability of janitorial supplies for the Town owned buildings and public restrooms. Custodial staff may not be able to complete their daily assigned tasks on schedule without products readily available or easy to acquire. Costs would be projected higher without a

cooperative contract and there may be a minimum amount required for purchases with other vendors.

**A VOTE OF YES WOULD MEAN:**

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

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

**FINANCIAL IMPACT:**

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

**ATTACHMENTS:**

- National Joint Powers Alliance (NCPA), Annual Renewal Award Letter, Contract No. 02-27, expiring April 30, 2022
- Town of Florence Cooperative Contract

## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Friday, October 12<sup>th</sup>, 2018

Waxie's Enterprises, Inc. dba Waxie Sanitary Supply  
ATTN: Mike Muscara  
9353 Waxie Way  
San Diego, CA. 92123

Re: Annual Renewal of NCPA contract #02-27

Dear Mike:

Region XIV Education Service Center is happy to announce that Waxie's Enterprises, Inc. dba Waxie Sanitary Supply has been awarded a three-year term contract renewal for Comprehensive Operational and Janitorial Supplies Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on April 30<sup>th</sup>, 2022, completing the sixth year of a possible eight year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,



Shane Fields  
Region XIV, Executive Director

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

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17th day of August, 2020 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Waxie Sanitary Supply (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the National Joint Powers Alliance (NCPA), Solicitation No. 08-, Contract No. 02-27 for operational and janitorial supplies, and related custodial equipment and services. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide operational and janitorial supplies, and related custodial equipment and services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel, and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
1. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (National Joint Powers Alliance (NCPA), Solicitation No. 110415, Contract No. 02-27 for operational and janitorial supplies, and related custodial equipment and services) is in full force and effect, "Clean Air and Water Act and Debarment Notice"; "Antitrust Certification Statements"; "Contractor Requirements"; "FEMA Standard Terms and Conditions"; "Required Clause for Federal Assistance"; "State Notice Addendum", and all terms and conditions of the Master Contract are incorporated by reference into this "Master Contract", creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "National Joint Powers Alliance", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.
3. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
  - National Joint Powers Alliance (NCPA), Request for Proposal (RFP) No. 110415

- National Joint Powers Alliance (NCPA), Award letter to Waxie, Contract No. 02-27
  - National Joint Powers Alliance (NCPA), Annual renewal award letter, Contract #02-27, expiring April 30, 2022
  - Exhibit 1 - NCPA Waxie Sanitary Supply Price List - Scope of Work
  - Cooperative Cover Contract Town of Florence and Waxie Sanitary Supply
4. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$40,000.00**
5. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town, or the end of the fiscal year, June 30, 2021. Time is of the essence to the terms of this Contract.
6. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
- A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- B. Under the provisions of A. R. S. § 41 -4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
- C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
- D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
- E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
- F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
- G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of

Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

7. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).
8. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend, or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
9. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
10. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

Town: Town of Florence  
Town Clerk PO Box  
2670 Florence AZ  
85132; and

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

11. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

12. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

13. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

14. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.

15. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tara Walter, Mayor

ATTEST: Approved as to Form

Lisa Garcia, Town Clerk Cliff Mattice, Town Attorney

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its:

|   |   |   |
|---|---|---|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>7b.</b>   |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Information Technology<br><br><b>STAFF PRESENTER:</b> Trenton Shaffer, IT Manager<br><br><b>SUBJECT:</b> GIS Division ESRI Enterprise Agreement Renewal  |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input type="checkbox"/> <b>Other</b> |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance<br><input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure<br><input type="checkbox"/> Statutory <input type="checkbox"/> None |   |   |

**RECOMMENDED MOTION/ACTION:**

Approve the renewal of the GIS Enterprise Agreement for the Information Technology Department, GIS Division.

**BACKGROUND/DISCUSSION:**

The GIS Division requires the necessary software to operate at a normal level and provide accurate mapping information. The GIS software package is provided by (Environmental Systems Research institute) ESRI, the industry leader for management of GIS data. The GIS software, in addition to previously acquired hardware, provides a comprehensive GIS system that serves as the basis for all current Town GIS functions. This software is a critical function of the GIS Division and required for daily operations.

The ESRI Enterprise Agreement (EA) provides a comprehensive set of tools that enables the GIS Division to efficiently create, store, and process large GIS datasets, create maps and other information products, and simultaneously support multiple Town employees in accessing GIS data and/or other information. The EA also provides for substantial training opportunities.

This agreement is awarded as a sole-source purchase with ESRI as the provider. All Town GIS data is managed through this software. ESRI is the industry standard GIS software provider which offers a complete GIS software solution. Progress made to date by the GIS Division has been done using our existing ESRI Enterprise License agreement; the renewal of the ESRI EA will provide continuity, necessary software, and a long-term foundation for future GIS efforts.

**A VOTE OF NO WOULD MEAN:**

The Town will not renew the GIS Enterprise Agreement. The Town GIS Division would no longer have the capabilities required to function.

**A VOTE OF YES WOULD MEAN:**

The Town will renew the GIS Enterprise Agreement for a term of three years and continue daily operations.

**FINANCIAL IMPACT:**

The fiscal year impact for renewal is \$29,942.50 with tax. Followed by another \$29,942.50 over each of the next two fiscal years for a total three year commitment of \$89,827.50.

**ATTACHMENTS:**

ESRI Small Enterprise Agreement County and Municipality Government (E214-1)  
ESRI Quotation #Q-411418  
ESRI Renewal Letter



May 15, 2020

Trenton Shaffer  
Town of Florence  
775 N Main St  
Florence, AZ 85132

Dear Trenton,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the renewal date of August 14, 2020 and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

|                              |                                |
|------------------------------|--------------------------------|
| Esri                         | e-mail: service@esri.com       |
| Attn: Customer Service SG-EA | fax documents to: 909-307-3083 |
| 380 New York Street          |                                |
| Redlands, CA 92373-8100      |                                |

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Lisa Ward

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# Quotation # Q-411418

Date: May 15, 2020

Customer # 265783 Contract #

Town of Florence  
GIS Dept  
775 N Main St  
Florence, AZ 85132

ATTENTION: Trenton Shaffer  
PHONE: (520) 868-7515  
EMAIL: trenton.shaffer@florenceaz.gov

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 5/15/2020 To: 8/13/2020*

| Material  | Qty | Term   | Unit Price  | Total       |
|---|-----|--------|-------------|-------------|
| 168177  | 1   | Year 1 | \$27,500.00 | \$27,500.00 |
| Populations of 0 to 25,000 Small Government Term Enterprise License Agreement |     |        |             |             |
| 168177  | 1   | Year 2 | \$27,500.00 | \$27,500.00 |
| Populations of 0 to 25,000 Small Government Term Enterprise License Agreement |     |        |             |             |
| 168177  | 1   | Year 3 | \$27,500.00 | \$27,500.00 |
| Populations of 0 to 25,000 Small Government Term Enterprise License Agreement |     |        |             |             |

|   |                    |
|---|--------------------|
| Subtotal:   | \$82,500.00        |
| Sales Tax:  | \$7,327.50         |
| Estimated Shipping and Handling (2 Day Delivery): | \$0.00             |
| Contract Price Adjust:                            | \$0.00             |
| <b>Total:</b>                                     | <b>\$89,827.50</b> |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

|   |                                 |                                       |
|---|---------------------------------|---------------------------------------|
| <b>For questions contact:</b><br>Lisa Ward  | <b>Email:</b><br>lward@esri.com | <b>Phone:</b><br>(909) 793-2853 x8231 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                 |                                       |

WARDL

**This offer is limited to the terms and conditions incorporated and attached herein.**



# Quotation # Q-411418

Date: May 15, 2020

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 265783 Contract #

Town of Florence  
GIS Dept  
775 N Main St  
Florence, AZ 85132

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 5/15/2020 To: 8/13/2020*

ATTENTION: Trenton Shaffer  
PHONE: (520) 868-7515  
EMAIL: trenton.shaffer@florenceaz.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

|   |                                 |                                       |
|---|---------------------------------|---------------------------------------|
| <b>For questions contact:</b><br>Lisa Ward  | <b>Email:</b><br>lward@esri.com | <b>Phone:</b><br>(909) 793-2853 x8231 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                 |                                       |

WARDL

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) Esri CityEngine Single Use Licenses  
50 ArcGIS Online Viewers  
50 ArcGIS Online Creators  
10,000 ArcGIS Online Service Credits  
50 ArcGIS Enterprise Creators  
2 Insights in ArcGIS Enterprise  
2 Insights in ArcGIS Online  
5 Tracker for ArcGIS Enterprise  
5 Tracker for ArcGIS Online  
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
2 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

|   |                 |
|---|-----------------|
| Number of Esri User Conference registrations provided annually  | <b>2</b>        |
| Number of Tier 1 Help Desk individuals authorized to call Esri  | <b>2</b>        |
| Maximum number of sets of backup media, if requested*   | <b>2</b>        |
| Self-Paced e-Learning   | <b>Uncapped</b> |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement |                 |

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
  - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
  - b. The following information will be included in each Ordering Document:
    - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
    - (2) Order number
    - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON TUESDAY, MAY 26, 2020, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

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

**CALL TO ORDER**

Mayor called the meeting to order at 5:00 pm.

**ROLL CALL:**

Present: Walter, \*\*Anderson, Wall, Larsen, Cordes, Hughes  
(\*Vice-Mayor Anderson appeared telephonically)

**ADJOURNMENT TO EXECUTIVE SESSION**

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

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

**Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**

On motion of Councilmember Larsen, seconded by Councilmember Cordes, and carried (6-0) to adjourn to Executive Session.

**ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Councilmember Cordes, seconded by councilmember Larsen, and carried (6-0) to adjourn from Executive Session.

**ADJOURNMENT**

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried (6-0) to adjourn the meeting at 5:58 pm.

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Tara Walter, Mayor

ATTEST:

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on May 26, 2020, 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 SPECIAL COUNCIL MEETING HELD ON MONDAY, JULY 6, 2020, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

*SPECIAL NOTICE REGARDING PUBLIC MEETINGS*

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

**CALL TO ORDER**

Vice-Mayor Anderson called the meeting to order at 6:00 pm.

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Ms. Lorraine Lopez-Salazar, Florence Resident, submitted a request to decrease the speed limit from 25 miles per hour (mph) to 10 mph in her neighborhood. She has spoken with the Police Department regarding this issue and they referred her to the Council.

Mayor Walter asked that this issue be reviewed and that staff provide feedback to the Council at the next Council meeting.

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

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

**Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 1; and first reading of Ordinance No. MRCFD1 117-20,**

Chairman Walter read Ordinance No. MRCFD1 117-20 for the record.

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Becki Jimenez, District Treasurer, stated that the estimates for debt service and maintenance and operations have been set forth and is set at \$1.9855 per \$100 Net Assessed Valuation (NAV). The rate for debt service (Debt Service Fund) for General Obligation Bonds is \$1.6855 per NAV, or an estimated \$552,717. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$98,377. The total levy is for \$651,094 at a rate of \$1.986 per \$100 NAV.

Ms. Jimenez stated that this levy is different from last year as it is lower. The District had excess funds that had to be used to adhere to the new State limitation on levies. It also had a compounding problem this year because it had to pay back funds due to Pinal County's valuation. This created additional levy to provide enough funds to pay the debt service.

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

**Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 1; and possible adoption of Resolution No. MRCFD1 142-20.**

Chairman Walter read Resolution No. MRCFD1 142-20 for the record.

**A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2020-2021.**

Ms. Jimenez stated that the proposed budget that has been set forth is comprised of four different funds: capital outlay, assessment debt service, GO Debt Service, and Administrative Debt Service Fund.

Ms. Jimenez stated that she has budgeted \$2 million in capital, which will be dependent if they have bonding this fiscal year. The total budgeted expenditures are \$3,351,781.

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

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (5: Walter, Anderson, Wall, Larsen, Hughes; 1: Cordes) to adopt Resolution No. MRCFD1 142-20.

**Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 February 18, March 16 and April 15, 2020 Special Meeting minutes.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (6-0) to approve the Merrill Ranch Community Facilities District February 18, March 16 and April 15, 2020 Special Meeting minutes.

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

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

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

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

**Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 2; and first reading of Ordinance No. MRCFD2 217-20.**

Chairman Walter read Ordinance No. MRCFD2 217-20 by title only.

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Jimenez stated that the estimates for debt service and maintenance and operations have been set forth. The rate for debt service (Debt Service Fund) for General Obligation Bonds (GO) is \$3.25 per Net Assessed Valuation (NAV), or an estimated \$767,514. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$70,847. The total levy is for \$838,361 at a rate of \$3.55 per \$100 NAV.

Ms. Jimenez stated that they no longer have excess funds to pay for the debt service as the Board is adhering to the State limitations. The exact amount that is needed to pay for the debt service is what is levied.

Chairman Walter opened the public hearing.

Boardmember Cordes stated that she is not in favor of raising the taxes and does not agree with the increase.

Chairman Walter stated no one is in favor of increasing taxes. In the past. It has been \$3.25 per \$100 NAV.

Ms. Jimenez stated that the GO levy and Admin levy have not changed in Merrill Ranch Community Facilities District No. 2 over the past years.

Chairman Walter stated, if this item is not passed, there will not been enough funds in which to make their payments which is the Board's legal obligation.

Vice-Chairman Anderson inquired if this is a tax increase.

Ms. Jimenez stated that there is no increase; they are at their maximum amount to levy.

Chairman Walter closed the public hearing.

**Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 2; and possible adoption of Resolution No. MRCFD2 241-20.**

Chairman Walter read Resolution No. MRCFD2 241-20 by title only.

**A RESOLUTION OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2020-2021.**

Ms. Jimenez stated that the proposed budget that has been set forth is comprised of four different funds: capital outlay, assessment debt service, GO Debt Service, and Administrative Debt Service Fund. She has budgeted for the possibility of issuing bonds this fiscal year. The total budget for MRCFD No. 2 is \$4,493,792.

Chairman Walter opened the public hearing.

Mr. Gordan Lieman, Florence Resident, inquired what the previous rates were.

Ms. Jimenez stated that it has been \$3.25 per \$100 NAV on the GO levy and \$0.30 on the Admin levy.

Chairman Walter closed the public hearing.

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (5: Walter, Anderson, Wall, Larsen, Hughes: 1: Cordes) to adopt Resolution No. MRCFD2 241-20.

**Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 June 15, 2020 Special Meeting minutes.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Cordes, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 2 June 15, 2020 Special Meeting minutes.

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

On motion of Vice-Chairman Anderson, seconded by Boardmember Cordes and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 2

## **PUBLIC HEARINGS**

**Public hearing to receive citizens' comments on the property tax levy of the Town of Florence; and first reading of Ordinance No. 695-20.**

Mayor Walter read Ordinance No. 695-20 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Becki Jimenez, Finance Director, stated that the Town will levy the same amount as last year. The rate for last year was \$1.0740 per \$100 of Net Assessed Valuation (NAV). The proposed property tax rate is \$1.0585 per \$100/NAV. At the proposed rate of \$1.0585, the proposed property tax levy for the 2019-2020 Fiscal Year is \$1,166,611. It did not require a truth in taxation hearing because the Town is not levying any more than they did last year.

Mayor Walter stated that in past years, the Town has worked on decreasing the levy and inquired what those amounts were.

Ms. Jimenez stated that they have not decreased the levy, but rather increased it slightly most years. The levy will not be increased this fiscal year.

Mayor Walter stated that there has been a decrease in previous years.

Ms. Jimenez stated that it would depend on the net assessed valuation. She would need to go back and do statistics on this.

Mayor Walter asked Mr. Billingsley to provide feedback.

Mr. Brent Billingsley, Town Manager, stated that it comes down to nomenclature. The Town has maintained the levy amount by decreasing the rate which is dependent on the net assessed valuation. The town has balanced the rate in order to not increase the levy.

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

**Public hearing to receive citizens' comments on the secondary property tax for the Fiscal Year 2020-2021 for Anthem at Merrill Ranch Street Light Improvement District #1, Anthem at Merrill Ranch Street Light Improvement District #2 and Anthem at Merrill Ranch Street Light Improvement District #3; and first reading of Ordinance No. 696-20.**

Mayor Walter read Ordinance No. 696-20 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING A SECONDARY PROPERTY TAX FOR THE FISCAL YEAR 2020-2021 FOR ANTHEM AT MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT #1, ANTHEM AT MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT #2 AND ANTHEM AT MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT #3.**

Ms. Jimenez stated that the Town of Florence levies a secondary property tax for the three Street Light Improvements Districts located in the Merrill Ranch Development.

For the last several years, we have not levied a secondary tax in the Districts. There have been ample funds to pay for the electrical costs in each of the Street Light Districts. This year, Street Light Improvement District No. 3 has diminished its funds and we must levy \$29,000 in a secondary tax to provide continued service for that district. The proposed rate of \$.1433 per \$100 of Net Assessed Valuation (NAV).

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

**Public hearing to receive citizens' comments on the proposed final budget for Fiscal Year 2020-21; and Discussion/Approval/Disapproval of Resolution No. 1740-20.**

Mayor Walter read Resolution No. 1740-20 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2020-2021.**

Ms. Jimenez stated over the course of several months, staff, the Budget Committee, and the Town Council have worked to develop the final budget. The Town Council approved a Tentative Budget on June 15, 2020 in the amount of \$47,075,242. This is the first year under permanent base adjustment. The capital expenditure amount is \$32,251,744. The budget excludes the Merrill Ranch Community Facilities District No.1 and Merrill Ranch Community Facilities District No. 2 because they are political subdivisions of the Town.

Ms. Jimenez stated that this budget will be monitored closely to ensure that the Town does not exceed its cap and to ensure that they adjust for any expenditures that may/may not need to make.

Mayor Walter opened the public hearing.

Councilmember Hughes inquired about the overage of \$108,258 in the Community Development Services budget and also inquired if the Community Development Services and Community Services the same department.

Ms. Jimenez explained that Community Development Services and Community Services are different departments. She explained that the overage is from the increase in housing development which required additional services and personnel. She stated that they compensated in the General Fund because some budgets came in under budget. There was no way of knowing how the housing market would explode.

Councilmember Hughes inquired if there were any salary increases in the Community Development Services.

Ms. Jimenez stated that there were some salary increases towards the end of the year.

Mr. Billingsley stated that they reorganized the Community Development Department and created a position for a Fire Marshal. The Fire Marshal position was deducted from the Fire Department Budget and added to the Community Development Department. The Community Development Director is also the Fire Marshal, which will result in a cost savings. The Fire Department Budget decreased, and the Community Development Department increased because of that change.

Councilmember Hughes inquired what budgets Ms. Jimenez took funds from to offset the over expenditure.

Ms. Jimenez stated that she utilized funds from Police Support Services because they had not hired staff. This was discussed with the Police Chief Walls. She also took funds from the Finance Department's budget because they cut back on staff and consolidated work. There was ample budget to compensate for the over expenditure in the Community Development Department.

Councilmember Hughes asked what Police Support Services mean.

Ms. Jimenez explained that Police Support Services include the communication center and dispatchers.

Councilmember Hughes inquired how much of the Finance Department's budget was used.

Ms. Jimenez stated that she used approximately \$30,000 from the Finance Budget.

Councilmember Hughes inquired if Larry Harmer is still on salary.

Mr. Billingsley stated that Larry Harmer is a part time employee now.

Councilmember Hughes inquired if his salary comes out the Community Development's budget.

Mr. Billingsley stated that his salary is part of the Community Development's budget.

Councilmember Hughes inquired what the amount is.

Mr. Billingsley stated that he does not have that amount readily available.

Councilmember Hughes asked that the information be provided to her.

Ms. Jimenez stated that she will provide her the information on the following day.

Vice-Mayor Anderson inquired if Larry Harmer receives fringe benefits.

Mr. Billingsley stated that they will provide him the information at a different time. He stated there are two different types of season part time employees and permanent part time. There are federal guidelines which require that the Town provide benefits if they work more than 30 hours.

Councilmember Hughes inquired if this item can be tabled until July 20, 2020.

Ms. Jimenez stated she is unable to levy on July 20, 2020 that if the budget is not adopted at this meeting. She has to have 14 days between adoption of the budget and the levy.

Councilmember Hughes stated until she has all of the numbers in front of her, she does not feel that she will be comfortable voting yes. She stated that she is just one vote.

Councilmember Cordes inquired if the Fire Department's budget decreased because the Fire Marshall position is no longer allocated to that budget.

Mr. Billingsley stated that the Fire Department requested two positions in last year's budget: a third battalion chief and a fire marshal. The battalion chief was rejected, and the fire marshal was approved by Council, but only by the mid-year. When it came time to advertise for the position and they received the applicants for the Community Development Director, they opted to not hire the fire marshal position, but rather combine the position to get more bang for the buck and have a Community Development Director who is also the Fire Marshal.

Councilmember Hughes inquired what the \$183,225 in expenditures in the Economic Development was spent on.

Ms. Jimenez stated that she will need to provide Councilmember Hughes a breakdown at a later time.

Councilmember Hughes stated that she understands that the funds for FY19-20 were depleted and stated that a portion was used for salaries that were not for an Economic Development person. She stated that it is her understanding that the upcoming budget has funding allocated for an Economic Development Director position for Fiscal Year 2020-2021. She wants to know what happened to funds for Fiscal Year 2019-2020.

Ms. Jimenez stated that the funds were used as prescribed, including Chamber of Commerce payments along with salary for the person that was utilized for economic development. Since then, the position has been transferred to the Town Manager's budget.

Mr. Billingsley stated that the individual is part of the Administrative staff and was paid for out of the economic development budget which was approved by Council. The budget has been changed and the individual is in the Administration Department.

Vice-Mayor Anderson stated that some of the legal fees for the buildings in the downtown area as well as the Chamber fees were paid for from the Economic Development Fund.

Mr. Billingsley stated that there were a number of things such as marketing that were paid for from that budget.

Ms. Jimenez stated that she can provide Council the detail of expenditures for that budget.

Mayor Walter stated that the Town has continued to budget funding for the façade grant, fire sprinkler grant, and the wireless fire alarm system in the downtown area. She asked that Mr. Billingsley elaborate on the programs so that people may be aware and apply for funding.

Mr. Billingsley stated that the Façade Program began three years ago, at the request of the Council. The Town developed a partnership with the IDA to administer the Program. A few applications have been received but no one has gone forward with the project under this program.

Mr. Billingsley stated that an internal request was received last year from the Community Development Department to provide a similar grant to assist with fire sprinklers with buildings in the downtown area. Council budgeted funds for that program last year. An agreement was made with the IDA to administer that program as well. It is his understanding that no one has applied for funding.

Mr. Billingsley asked that anyone interested in applying for funding to contact the IDA. They can also contact Ms. Jennifer Evans, Management Analyst, who will be able to assist them as well.

Mr. Billingsley stated the wireless fire alarm program has been very successful, with a total of nine buildings online. A variety of business in the downtown area, including the Town-owned buildings, are online.

Mr. Billingsley explained that the Town installed a fire alarm panel in the downtown area and pays for the ongoing monthly cost for monitoring, which dispatches to the Fire Department. This allows for individual that have a building in the downtown to have a commercial grade fire alarm for a quarter or third of the cost of what a typical fire alarm would be for a commercial building. The system is wireless which is safe and will not disturb the historic buildings. He noted that the alarms are a requirement per the International Fire Code.

Mr. Billingsley stated that the vendor which is used is part of the Smart Cities Initiative. They come out, survey the building, and provide a parts list and design to the building owner. The program has been very successful.

Mayor Walter stated that the Council has set aside money to move the dumpsters from Heritage Park. She asked Mr. Billingsley to elaborate on this project.

Mr. Billingsley stated that this is the second year of the eco-station project. The Town purchased two pieces of property adjacent to the Public Works yard last year to locate the eco-station, water barn and utilities yard. An architect has been hired to do a design of the facilities. There are funds included in the CIP Budget to construct part of the facilities in the 2020-2021 fiscal year.

Mayor Walter stated that in Fiscal Year 2019-2020, Council requested that staff develop a partnership program for additional special events. Unfortunately, Covid-19 had a negative impact on special events, specifically the Music Festival, which had low participation because of

the coronavirus. The Arts Festival had to be cancelled as well. She inquired if monies have been budgeted for FY2020-2021 for these events.

Mr. Billingsley stated that funds were set aside for both events. Request for Proposal (RFP) was sent out for the Music Festival and had no responses. The RFP was modified and sent out again and received one proposal. Partnerships were developed and the RFP was awarded through Council's approval. The event took place right when Covid-19 first hit and the attendance was low because of this; however, it was a great event.

Mr. Billingsley stated that the Arts Festival was scheduled to occur in April 2020 and has been moved to the fall providing that things have subsided with Covid-19. Funding is included in the FY2020-2021 budget for this and other events.

Mayor Walter stated that the businesses have expressed a desire to have other events such as re-enactments that may be tied into the Third Friday events. She asked that Mr. Hezekiah Allen, Community Services Director, set up a meeting with business owners to discuss this further.

Mr. Hezekiah Allen, Community Services Director, stated that he would set up a meeting and would foster those relationships.

Councilmember Cordes stated that she, along with Vice-Mayor Anderson, were part of the Budget Committee and left the budget status quo so the new Community Services Director would have a budget to continue with what the Town has started.

Vice-Mayor Anderson stated that there is a remodeling project in the downtown area, and they will be installing a sprinkler system. He inquired if the promoters of the Music Festival lost money on the event; and if so, can the Town assist them with the Covid-19 funding received.

Mr. Allen stated that the Town provided \$24,500 seed money for the event, and this covered the cost of the event.

Councilmember Larsen thanked the Budget Committee for leaving the funding intact.

Councilmember Cordes inquired how the approval of the budget will move forward if Councilmember Hughes is requesting more information and they are deadlines that need to be met in order to approve the levy on July 20, 2020.

Mayor Walter stated that the way they move forward is that she wants to remind everyone that Council has the ability to communicate with staff and ask questions. She also asked Mr. Billingsley what percentage of the entire budget is in question.

Mr. Billingsley stated that the entire budget is approximately \$47,000,000 and the items that Councilmember Hughes is questioning is approximately \$100,000, which equates to less than 1%. His recommendation is to vote on the budget at this meeting, but it is up to Council on how they would like to proceed. They have been discussing this budget for quite some time. Staff will provide Councilmember Hughes the requested information; however, staff does not have the ability to access that specific information at a Council meeting.

Vice-Mayor Anderson stated that the questions posed by Councilmember Hughes are technical issues and do not affect the budget. The questions posed are not a reason to hold up the budget.

He would still like for the questions to be answered.

Mayor Walter stated that the motion, second and vote is up to each individual Councilmember and each Councilmember is one vote.

Councilmember Cordes inquired what percentage \$200,000 is for the overall budget.

Mr. Billingsley stated that \$200,000 is 0.0042%.

Ms. Jimenez stated that if they had extra time for the levy then this would not be an issue; however, it is required that the levies be to Pinal County by July 27, 2020 and the adoption of the levies are set to go before Council on July 20, 2020.

Mayor Walter closed the public hearing.

On motion of Councilmember Cordes, seconded by Councilmember Wall, to adopt Resolution No. 1740-20.

Roll-Call Vote:

Mayor Walter: Yes

Vice-Mayor Anderson: Yes

Councilmember Hughes: No

Councilmember Cordes: Yes

Councilmember Larsen: Yes

Councilmember Wall: Yes

Motion Carried: Yes: 5; No: 1

**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. **Motion to authorize, approve and ratify an Application to Intervene by the Town of Florence in the matter of the application of Johnson Utilities, L.L.C., through its Interim Manager, EPCOR Water Arizona, Inc. for a determination of the fair value of its water and wastewater utility plant and property, for increase in its rates and charges for water and wastewater utility service, and for related approvals (Docket No. WS-02987A-20-0025), including that the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed to do all acts and things and to execute, file and deliver all notices, certificates, filings, pleadings, correspondence, agreements and other documents as may be necessary or convenient to carry out the terms and intent of this authorization. (Clifford L. Mattice)**
- b. **Approval of accepting the register of demands ending May 31, 2020, in the amount of \$1,983,331.86. (Becki Jimenez)**

Councilmember Larsen requested that Item A be removed from the Consent Agenda.

Councilmember Hughes requested that Item B be removed from the Consent Agenda.

- a. **Motion to authorize, approve and ratify an Application to Intervene by the Town of Florence in the matter of the application of Johnson Utilities, L.L.C., through its Interim Manager, EPCOR Water Arizona, Inc. for a determination of the fair value of its water and wastewater utility plant and property, for increase in its rates and charges for water and wastewater utility service, and for related approvals (Docket No. WS-02987A-20-0025), including that the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed to do all acts and things and to execute, file and deliver all notices, certificates, filings, pleadings, correspondence, agreements and other documents as may be necessary or convenient to carry out the terms and intent of this authorization.**

Mr. Clifford L. Mattice, Town Attorney, stated that the item for the intervention is one of several proceedings in front of the Arizona Corporation Commission (ACC) involving Johnson Utilities. If approved, this will allow the Town to intervene and participate. There is a certain level of obligation when someone intervenes in one of these proceedings. There is involvement with the Town's ACC lawyer, Dickenson Wright. He is not extensively involved when the Town intervenes; however, there is a requirement from the ACC for him to monitor the proceedings and attend hearings. The particular item states that the Interim Manager for Johnson Utilities is Epcor Water Arizona. They are opening up this proceeding to increase the rates.

Mr. Billingsley stated that Councilmember Cordes reached out to him to see if the Town has reached out to Supervisor Goodman because he is involved and a lot of the issues regarding Johnson Utilities are in his District. Supervisor Goodman has testified at the ACC on behalf of Pinal County. He spoke with Supervisor Goodman and confirmed that both the Town and Pinal County are on the same page. Pinal County has intervened as well. The Town is tracking all of the proceedings.

On motion of Councilmember Cordes, seconded by Vice-Mayor Anderson, and carried (6-0) to authorize, approve and ratify an Application to Intervene by the Town of Florence in the matter of the application of Johnson Utilities, L.L.C., through its Interim Manager, EPCOR Water Arizona, Inc. for a determination of the fair value of its water and wastewater utility plant and property, for increase in its rates and charges for water and wastewater utility service, and for related approvals (Docket No. WS-02987A-20-0025), including that the Town Manager, the Attorneys for the Town and other officers of the Town, on behalf of the Town, are authorized and directed to do all acts and things and to execute, file and deliver all notices, certificates, filings, pleadings, correspondence, agreements and other documents as may be necessary or convenient to carry out the terms and intent of this authorization.

- b. **Approval of accepting the register of demands ending May 31, 2020, in the amount of \$1,983,331.86.**

Councilmember Hughes inquired why the Town paid \$1,959.37 in liabilities for State Fines.

Ms. Jimenez stated that those are monies that are collected for the Arizona Supreme Court Fines.

On motion of Councilmember Hughes, seconded by Councilmember Cordes, and carried (6-0) to accept the register of demands ending May 31, 2020, in the amount of \$1,983,331.86.

## **NEW BUSINESS**

### **Resolution No. 1744-20**

Mayor Walter read Resolution No. 1744-20 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO ACCEPT \$3,148,226 FROM THE GOVERNOR'S AZCARES FUND AND AUTHORIZE THE TOWN MANAGER AND/OR HER DESIGNEE TO EXECUTE ALL DOCUMENTS AND TO TAKE ALL OTHER STEPS NECESSARY TO FACILITATE THE ADMINISTRATION OF THE GRANT AWARD. (Benjamin Bitter)**

Ms. Benjamin Bitter, Intergovernmental and Communications Manager/PIO, stated the State requires a resolution to be submitted with their paperwork for the Town to receive the funds that are designated for the Town of Florence. Staff is complying with the paperwork aspect for the submittal. The Town still does not have a defined plan or program in terms of what the Town will do with the Cares Act funding due to the legal opinions that exist. The League of Arizona Cities and Towns asked the Governor's Office as well as the Attorney General's office as to whether or not the funds can be redistributed to the community after the Town receives it. Both have declined to provide an opinion as to whether or not the distribution would be legal whether or not it will violate the Arizona Constitution Gift Clause.

Mr. Bitter stated that the Town needed to take a more cautious approach and has seen what other communities (Phoenix, Mesa, Maricopa County, Tucson, and Pima County) who received funding has done with the monies. The Town is waiting to see if there will be any legal challenges if they disburse funding to other entities. The Town is also reviewing the guidance that the United States Department of Treasury has issued in terms of how the monies should be spent. The Town will continue to develop the program. The Town is receiving the funds because of its public safety costs over the course of the Covid-19 crisis. In order to receive the \$3.1 million, the Town has to prove that its cost for police and fire from the beginning of March through December 31, 2020 will total more than the \$3.1 million. The government is technically reimbursing the Town its costs for fighting the Covid-19 crisis. The Town wants to provide a portion to the community and Council has heard discussion but wants to ensure that there are no issues; otherwise they would need to pay those funds back and it would come out of the General Fund.

Mr. Bitter stated that the Town wants to ensure that the monies are used how they were intended for and wants to boost the community as well.

Councilmember Cordes inquired if it will come before Council as to how the funds are to be distributed once the monies are received.

Mr. Bitter stated that the Town would like to develop a program and present it to Council as to how the funding will be utilized; however, staff is being cautious as to when this will happen because there are so many things that are unknown. The Town does not want to be in a position where it will need to pay back funding.

Vice-Mayor Anderson stated that a budget meeting will be needed prior to coming before the Council. It is important to review all of the legal requirements that must be adhered to.

Councilmember Larsen suggested that a work session be held rather than a Budget Committee Meeting so that all councilmembers can be made aware of the requirements.

Mayor Walter asked that staff schedule a work session in July or August.

Mr. Bitter stated that staff will schedule a work session.

On motion of Councilmember Cordes, seconded by Councilmember Wall, and carried (6-0) to adopt Resolution No. 1744-20.

## **MANAGER'S REPORT**

Mr. Billingsley stated that Hezekiah Allen is the new Community Services Director and started with the Town two weeks ago. He has a variety of ideas for the community. Most recently, hosted a cemetery clean up at 5:00 am. He comes from Cottonwood and was the Interim Director for Parks and Recreation and was their Recreation Services Supervisor. He and his family are looking to relocate to Florence.

Mr. Billingsley stated that the Town received a Federal Transit Administration (FTA) 5310 grant for the second year. The grant is to assist the elderly and disabled with transportation. The Town was awarded the full grant plus \$20,700 in supplementary funds.

Mr. Billingsley stated that the Town has received several calls regarding obtaining Wi-Fi so that they can watch the Council meetings or for their children attending school online. He stated that the Town of Florence offers free Wi-Fi in the downtown area. In addition, the library has boosted their signal and it now carries outside of the building. They have a different provider than the Town.

Mr. Billingsley stated that Covid-19 is the dominating topic. He stated that the cases have doubled statewide and locally. He stated that the State set a record with 50,000 confirmed cases in Arizona two weeks ago and we have now doubled that amount. The concerning issue is the number of positive tests that are consistently being maintained statewide and locally. The positive test percentage should be less than 5%; however, Florence is at 25.5%. The positive test results continue to increase on a daily basis. The prisons have stayed pretty consistent, but the cases continue to go up within our zip code. He said the ICUs at emergency rooms are full within the metroplex.

Mr. Billingsley stated that many employees' family members work in the healthcare profession and are working five 12-hour shifts. He stated not only is Arizona lacking facilities but staff as well.

Mr. Billingsley stated that Mountain Vista and Florence Hospital have a new Chief Operations Officer. He will provide a presentation to Council at the July 20, 2020 Town Council Meeting.

Mr. Billingsley stated that sales tax collections are down and are collecting 40% less in restaurant tax than last year. HURF collections are down by 20%. He stated that there is a lot less congestion in the metropolitan areas which is good for our environment; however, there is less gas being purchased which results in less revenue being collected. Building permits are staying the same. Florence hasn't felt the hit because building has remained strong. Pulte and DR Horton are above what they estimated their sales were going to be.

Mr. Billingsley stated that there have been decreases in the correctional industry because courts have been shut down. The Florence Prison closure is no longer a topic of conversation. The State has provided guidance of not ticketing certain offenses. There are more people being let out of correctional facilities than those being sentenced.

Councilmember Larsen asked if there are any plans to extend the CART service to other areas of Florence.

Mr. Billingsley stated that Florence has asked CART for the last two years to extend their service area. He stated that CART lost its funding last year and had to maintain on their savings. He stated if they are interested in extending the service area, a study needs to be completed in order for federal funding to be used. The study would take 12 months to complete. It is his understanding that CART was not interested in expanding this fiscal year.

Mr. Bitter stated that CART is doing a governance project where they look at all the different communities and how they participate in the leadership of CART. The study is being done through ADOT. This should be completed this fiscal year. They can then apply for funding. They do it in two-year cycles and just had their application process in February. The next application cycle will be in February 2022. The Town has continued to express its desire to have study completed and look at the possibility for extended service. There has been discussion for a variety of options. The Town has participated in the governance study and sit on the CART Board. Pinal County sees value in extending service into Anthem and San Tan Valley.

Councilmember Larsen asked Mr. Billingsley to elaborate on the decreased discussion of the Florence Prison closure.

Mr. Billingsley stated that all conversation seemed to end at the state level once Covid-19 hit. There was no money allocated in the State's budget for the closure because the Congressional Business Office testified that it would cost more to close the facility.

Mr. Bitter stated that there are 3,000 incarcerated vacancies across the State in the various levels within the prison. It would be a very complex system for the Department of Corrections Rehabilitation and Re-entry to reassign those individuals. He stated that the population is normally between 44,000 and as of today, the population has dropped below 40,000 in the State of Arizona.

Mr. Bitter stated that they monitor the inmate population on a daily basis.

## **DEPARTMENT REPORTS**

**Community Development**

**Community Services**

**Courts**

**Finance**

**Fire**

**Police**

**Public Works**

Vice-Mayor Anderson stated that a lot of the political speeches reference that the Town is doing a bad job. The Town is trying to clean up the Town and are trying to get the residents to do their

part in keeping the community clean. He stated that the Community Development Report listed that they issued 72 compliance notices last month. He commended the Community Development Department for all of the work they are doing. He inquired what the eight compliance notices were for that referred to the Town Attorney.

Ms. Barbara Rice, Community Services Director/Fire Marshal stated that the next phase is to serve the notice with the intent to abate. The properties include those with weeds, overgrown brush, and abandoned vehicles.

Councilmember Larsen inquired what happens when it is referred to the Town Attorney's Office.

Ms. Rice explained that if the property owner fails to clean up their property and is referred to the Town Attorney's Office, the property owner will go before the judge where they may be charged fines/fees to clean up the property would be assessed.

Mr. Mattice stated the process for abatement is in the State Statues and Town Code. He is also the Town prosecutor and the abatement proceedings would start in his office. If the property is not being maintained or they fail to comply with the notices. The abatement notice will need to be sent and a referral will be done after a certain time. A complaint will be drawn and filed with the municipal court and then there is a procedure where the Town can estimate the cost to clean up the property. A judge will then issue an order for the property to be cleaned. The property owner has due process rights to either agree with letting the Town on the property to clean up or may not agree with the amount they are assessing. The judge will need to approve the amount of the cleanup. There would then be a lien on the property.

Mr. Mattice stated that it is a lengthy process.

Councilmember Larsen stated that there are three plats in Anthem at Merrill Ranch that were approved that shows there is continued development, as well as a design review for Desert Rock Church.

Councilmember Larsen inquired if the Town will refund the pool passes that were purchased and cannot be used because the pool was shut down.

Mr. Allen stated that he will provide follow up once he speaks with staff.

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

*There were no public comments.*

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

Councilmember Wall thanked Mr. Allen for the cemetery cleanup. She was shocked at how much material and debris was gathered. She would like to see this be an ongoing event. She was impressed with the virtual Fourth of July events that were held. The Community Services Department did a great job.

Councilmember Hughes requested that all future meetings be held in the Council Chambers, while still practicing social distancing.

Councilmember Cordes reminded everyone to check on their neighbors. She stated that she has reflected on why she ran for Town Council and why she remains on the Council. She stated that Florence is the place where you should work, live and play in. At times it is very difficult when she feels like she is not making any headway. People know that she is honest and straight forward. She outlined how she persevered from her feelings of doubt. She asked that when people see her aggressively attacking an issue, she is doing so because of her passion.

Vice-Mayor Anderson received a complaint about the stripes painted in the downtown. The citizen suggested that the Town use a better paint, so they don't have to paint so often.

Mr. Billingsley stated that the Town uses striping paint. He will bring up the concern to the Public Works Department.

Mayor Walter acknowledged the Community Services Department for the various services they are providing to our residents. She liked the virtual events that they are planning. She reminded the public to register to vote. She reminded everyone to stay safe and follow the guidelines.

## **ADJOURNMENT**

On motion of Councilmember Hughes, seconded by Councilmember Larsen, and carried (6-0) to adjourn the meeting at 7:57 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 July 6, 2020, 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 COUNCIL AND TO THE GENERAL PUBLIC THAT A SPECIAL MEETING OF THE FLORENCE TOWN COUNCIL WILL BE HELD ON MONDAY, JULY 20, 2020, AT 5:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

***SPECIAL NOTICE REGARDING PUBLIC MEETINGS***

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. **Pursuant to A.R.S. § 38-431.03 (B) Executive Sessions are not open to the public.***

The agenda for this meeting is as follows:

**CALL TO ORDER**

Mayor Walter called the meeting to order at 5:30 p.m.

**ROLL CALL:**

Present: Walter, Anderson, Wall, Larsen, Cordes

Absent: Hughes

**ADJOURNMENT TO EXECUTIVE SESSION**

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

- i. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.**
- ii. 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 Council dialed in directly to the Zoom Executive Session.

**ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (5-0) to adjourn from Executive Session.

**ADJOURNMENT**

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On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (5-0) to adjourn the meeting at 5:58 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 July 20, 2020, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL REGULAR MEETING, HELD ON MONDAY, JULY 20, 2020, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

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

**CALL TO ORDER**

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

**ROLL CALL:**

Present: Walter, Anderson, Wall, Larsen, Cordes  
Absent: Hughes

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that she forwarded the two emails that were received regarding Grinders Sports. She stated that she contacted both parties and advised them that the action for tonight's meeting is to enter into negotiations which would begin the due diligence period. She inquired if they would like their comment to be read at the Council meeting or if they wanted further clarification; however, she did not receive a response back from either party.

## **ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

On motion of Councilmember Wall, seconded by Vice-Mayor Anderson, and carried (5-0) to adjourn to Merrill Ranch Community Facilities District No. 1.

### **Ordinance No. MRCFD1 117-20:**

Chairman Walter read Ordinance No. MRCFD1 117-20 by title only.

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Becki Jimenez, District Treasurer, stated that the rate for debt service for General Obligation Bonds is \$1.6855 per Net Assessed Valuation or an estimated \$552,717. The rate for the operations and maintenance is \$0.30 per NAV, or an estimated \$98,377. The total levy is for \$651,094 at a rate of \$1.986 per \$100 NAV. She stated that the debt service is important to sustain the debt that is incurred with the General Obligation Bonds issues and the operations and maintenance is a small amount that the District collects to maintain the District itself for all of the expenses that are related withing the District itself.

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (4: Walter, Anderson, Wall, Larsen; 1: Cordes) to adopt Ordinance No. MRCFD1 117-20.

### **Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 July 6, 2020 Special Meeting minutes.**

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried (5-0) to approve the Merrill Ranch Community Facilities District No. 1 July 6, 2020 Special Meeting minutes.

## **ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

On motion of Boardmember Larsen, seconded by Boardmember Wall, and carried (5-0) to adjourn from Merrill Ranch Community Facilities District No.1.

## **ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (5-0) to adjourn to Merrill Ranch Community Facilities District No. 2.

### **Ordinance No. MRCFD2 217-20:**

Chairman Walter read Ordinance No. MRCFD2 217-20 by title only.

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Jimenez stated that the estimates for debt service and maintenance and operations have been set forth. The rate for debt service (Debt Service Fund) for General Obligation Bonds is \$3.25 per Net Assessed Valuation (NAV), or an estimated \$767,514. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$70,847. The total levy is for \$838,361 at a rate of \$3.55 per \$100 NAV. She stated that the debt service is important to sustain the debt that is incurred with the General Obligation Bonds issues and the operations and maintenance is a small amount that the District collects to maintain the District itself for all of the expenses that are related withing the District itself.

On motion of Boardmember Larsen, seconded by Boardmember Wall, and carried (4: Walter, Anderson, Wall, Larsen; 1: Cordes) to adopt Ordinance No. MRCFD2 217-20.

**Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 July 6, 2020 Special Meeting minutes.**

On motion of Boardmember Wall, seconded by Boardmember Larsen, and carried (5-0) to approve the Merrill Ranch Community Facilities District No. 2 Special Meeting minutes.

**ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

On motion of Boardmember Cordes, seconded by Boardmember Wall, and carried (5-0) to adjourn from Merrill Ranch Community Facilities District No. 2.

**PRESENTATIONS**

**Steward Health and COVID-19 Presentation.**

Dr. Derrick Glum, Chief Operating Officer for Mountain Vista Hospital and Florence Anthem Hospital, provided a presentation in which he outlined the following:

- Covid Update
  - Starting to see a reduction in the rise of new cases day-over-day and week-over-week statewide
  - Pinal County is seeing same trajectory
  - Per Arizona Department of Health website, the new cases are started to taper
- What Mountain Vista Hospital and Florence Anthem Hospital have been doing to prepare for Covid-19 patients
  - 30 + Covid-19 patients within the last six weeks in Florence Hospital
    - Acute patients are stabilized and transferred to Mountain Vista Hospital
  - Have daily calls with their corporation office who assist with staffing, equipment, and medication needs

- Are seeing that the duration of the illness not being as long, and the severity taper off sooner
  - Patients needing intubation or ventilators are not happening as frequently
  - Medication and treatment plans that have been used are being effective
- Visitors are being limited
- Anyone entering the hospital is required to wear face masks

Mayor Walter inquired about testing at the hospitals.

Dr. Glum stated that the Florence Anthem Hospital is facilitating testing every day at the hospital from 9:00 am – 11:00 am. He has been working with Ms. Catherine Wilson, Human Resources Director, to ensure that Town employees and community members have access to testing. Testing can be facilitated through the Emergency Room Department if they have an order from their physician. He stated that they are testing approximately 20 – 30 people on a daily basis but there have been spikes between 10 and 50 people as well.

Dr. Glum stated that Emergency Room personnel are used to doing the Covid-19 testing and the volume of patients in the Emergency Room Department increases starting at 11:30 am which is why they stop the testing at 11:00 am.

Mr. Glum stated that testing is done at the Mountain Vista Hospital daily from 9:00 am – 12:00 pm through their drive through service. He stated that if someone does not have a specific physician's order, they can use the state order from Dr. Christ.

Vice-Mayor Anderson inquired if an appointment is required.

Dr. Glum stated that appointments are not required.

Councilmember Larsen inquired if they have enough testing supplies.

Dr. Glum stated they have been allocated sufficient kits. They are also the testing site for all of the employees for Gila River Indian Community and the casino employees. A certain number of tests need to be maintained per the Governor's Executive Order for inpatients, surgeries, and other required methods as outlined withing the executive order.

### **Water Smart Conference Summary Presentation.**

Mr. Brent Billingsley, Town Manager, stated several employees attended a Growing Water Smart Workshop hosted by the Sonoran Institute. The course was excellent, and they had a follow-up portion to the course based on the work performed there. The Town is preparing for their water element for the General Plan and hired the Sonoran Institute to help the Town develop the scope of work. The Town was also eligible to apply for a grant application because of its attendance to the workshop. The Town received the grant and the Sonoran Institute will be preparing the policy section of the report.

Ms. Maricella Benitez, Planner, provided a presentation in which she outlined the following regarding the Sonoran Institute Growing Water Smart Workshop:

- Water in Florence

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- Assured Water Supply Designation (AWS)
- Utilize groundwater and CAP allotment
- Completed a regional water recharge facility
- Purchase and sale agreement with the Central Arizona Water Conservation District (CAWCD) to sell, transfer, and assign the Town's recharged CAP allotment
- Strong water portfolio
- Arizona Growing Water Smart
  - PowerPoints on water and land use
  - Case studies on water policy in other municipalities
  - Collaboration between staff members to trade and discuss ideas with other Towns and Cities and to create an action plan and goals for future water/land use
- Town's portfolio
  - Strong portfolio for our size
  - Take water from the ground and from the Central Arizona Project (CAP).
  - Have assured water supply designation
- Have control overuse of the water
- Recharge and obtain from the CAP
- Challenges and consequences of not creating the main goal to create an Action Plan
  - Challenges
    - Communication and Urgency
    - Concern if assured water supply will be the same in coming years
    - Water financing
    - Lack of proper process/integration
    - Future sustainability needs consistency and clarity
    - Growth areas not in Town service area
  - Consequences
    - Cannot achieve build-out
    - Loss of business
    - Cost for services goes up
    - Inefficient and Ineffective water supply system
    - Inability to serve community
- Target Audience
  - Council
  - General public
  - Regional Commissions/Committees
  - Pinal County
  - Developers
  - Internal staff
  - Other municipalities
- Drafted Goals
  - Research water in Florence and other municipalities as it relates to land use, density, and water provision
  - Improve water quality
  - Maintain and improve water and sewer infrastructure
  - Conserve water and use water efficiently in order to grow in a healthy manner
  - Identify criteria that include water within the updated General Plan
- Strategies
  - General Plan Update integrates water strategies and master plan

- Education on water conservation
  - Connect with other communities
  - Explore landscaping options
  - Create criteria that helps identify the cost/benefit of new development
  - Create the foundation for the Integrated Water Master Plan (IWMP)
  - Water allocation/quality policy
- Action Plan
- 3 Months: Agree on water element and bring in water consultants. Start data collection and discuss with Council on what to be incorporated into the water element.
  - 6 Months: Incorporate consultant's work into General Plan process. Explore water element outreach.
  - 12 months: Complete water element for General Plan and present to Council in 2021.

Ms. Benitez stated with the assistance of the Babbitt Center, the Town is able to draft a scope of work that shows the timeline of the recommendations and where they want to be with policies, and where to insert into the General Plan.

Vice-Mayor Anderson stated that Johnson Utilities/Epcor need to be included in the discussion.

Mr. Billingsley stated that the Town has reached out to Epcor and they understand the importance of having conversations. The Town is working with Epcor on a project with a new developer coming to Florence in which a portion is within the Epcor service area and the other portion is within the Town's service area.

Councilmember Wall inquired what the comparison is, for Florence residents, between Johnson Utilities and the Town of Florence water.

Mr. Billingsley stated that Johnson Utilities has more customers for both water and sewer services.

Councilmember Wall stated that she echoes Vice-Mayor Anderson's comments regarding Johnson Utilities being included in the discussions for the General Plan. As the area around them continues to grow, water sustainability for them can become a very big issue.

**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. **Ratification of the Interagency Service Agreement extension between Arizona State Parks, and the Town of Florence, to manage McFarland State Historic Park through December 31, 2020. (Jennifer Evans)**
- b. **Approval of Addendum 1 to the Intergovernmental Agreement (IGA) with the Florence Industrial Development Authority for use of the Suter House. (Hezekiah Allen)**
- c. **Approval of Change Order 7, for WestLand Resources, for the Poston Butte Preserve Project On-Call Engineering. (Hezekiah Allen)**

- d. **Authorization to contract with Ascendant Auto and Diesel Services, Inc. for repair and maintenance of the Town fire apparatus. (Chris Salas)**
- e. **Approval of the June 1 and June 15, 2020 Town Council Meeting minutes.**

On motion of Councilmember Wall, seconded by Vice-Mayor Anderson, and carried (5-0) to approve the Consent Agenda, as written, with the exception of Item a.

- a. **Ratification of the Interagency Service Agreement extension between Arizona State Parks, and the Town of Florence, to manage McFarland State Historic Park through December 31, 2020.**

Councilmember Cordes inquired about which account the money gets deposited into that is received from the State and if this is the same money that is used to assist the Chamber in running McFarland State Park.

Ms. Becki Jimenez, Finance Director, stated that she is not clear on what monies Councilmember Cordes is referring to.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Town has an Intergovernmental Agreement with the State of Arizona to operate McFarland Park. The Town contracts with the Greater Florence Chamber of Commerce to operate McFarland Park. She stated that funding is allocated for utility costs which is included in the Town's budget. The State maintains the facilities including major repairs; however, the Town maintains the day-to-day operations and maintenance. The request to Council is for the Town to enter into a six-month agreement so the Town can meet with the State and negotiate the terms of the agreement. There is a new state director and staff would like an opportunity to meet and negotiate the terms of the agreement.

Councilmember Cordes stated that it is her understanding that the State provides the funding to operate McFarland Park. She said the walkway is in need of repairs. It is her understanding that there was discussion with regards to whose responsibility it was to pay for the repair.

Ms. Garcia stated that the State does not provide funding to operate McFarland State Park.

Councilmember Cordes stated that the walkways need to be repaired. Based on the current agreement, it would appear that it is the Town's responsibility to repair the walkways. She wants to ensure that the Town is aware of what the costs will be before they enter into a contract.

Ms. Garcia stated that the porch, which encompasses the walkway is considered a major repair. The State has accepted the responsibility for those repairs.

Ms. Garcia stated that the Town wants to meet with the State regarding this contract as there are too much gray areas within the contract that needs to be clarified.

Vice-Mayor Anderson inquired who is responsible to pay for the stair railings. The rope has been there for approximately two years.

Ms. Garcia stated that the railings will be a major improvement to the park and the State is accountable for providing those repairs. Staff can reach out to the State to discuss the status of those repairs. The State asked for more time to review the contract, because the Town has strict terms that it proposed in the new contract; therefore, the State is requesting more time to review the contract. The Town is requesting an extension to the existing contract to allow the State to have time to review the new proposed contract. It is anticipated that the new contract will come before Council within the next month.

Vice-Mayor Anderson inquired if the contract would include dates for the railings and porches to be completed. Since the State is paying for those repairs, the Town does not have the ability to push forward their payment nor their programming of the repairs. The Town is able to outline whose responsibility it is and in what fiscal year it will be funded.

Councilmember Wall stated that she wants to ensure that the new contract does not reference the Main Street Program in Section 4 (B) 1 and uses a generic name such as the chamber instead.

Mayor Walter inquired when the meeting with the State will take place.

Ms. Jennifer Evans, Management Analyst, stated that a specific date has not been set; however, she believes that time is of the essence. The goal is to set the meeting within the next two months.

Mayor Walter asked to be included in the meeting.

On motion of Councilmember Larsen, seconded by Councilmember Cordes, and carried (5-0) to approve the ratification of the Interagency Service Agreement extension between Arizona State Parks, and the Town of Florence, to manage McFarland State Historic Park through December 31, 2020.

## **UNFINISHED BUSINESS**

### **Ordinance No. 695-20:**

Mayor Walter read Ordinance No. 695-20 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2021.**

Ms. Jimenez stated The Town of Florence levies a primary property tax annually. The rate for last year was \$1.0740 per \$100 of Net Assessed Valuation (NAV). The proposed property tax rate is \$1.0585 per \$100/NAV. This year the Town will levy the same amount as last year. At the proposed rate of \$1.0585, the proposed property tax levy for the 2019-2020 Fiscal Year is \$1,166,611. The revenues support the General Fund.

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried (5-0) to adopt Ordinance No. 695-20.

**Ordinance No. 696-20:**

Mayor Walter read Ordinance No. 696-20 by title only.

**An Ordinance of the Town of Florence, Pinal County, Arizona, adopting a secondary property tax for the Fiscal Year 2020-2021 for Anthem at Merrill Ranch Street Light Improvement District #1, Anthem at Merrill Ranch Street Light Improvement District #2 and Anthem at Merrill Ranch Street Light Improvement District #3.**

Ms. Jimenez stated that the Town of Florence levies a secondary property tax for the three Street Light Improvements Districts located in the Merrill Ranch Development. For the last several years, we have not levied a secondary tax in the Districts. There have been ample funds to pay for the electrical costs in each of the Street Light Districts. This year, Street Light Improvement District (SLID) No. 3 has diminished its funds and we must levy a secondary tax to provide continued service for that district. The proposed rate of \$.1433 per \$100 of Net Assessed Valuation (NAV) will result in a charge of \$14.33 on a \$100 home. There is no levy for Streetlight Improvement District No.1 or Streetlight Improvement District No. 2.

Vice-Mayor Anderson still opposes taxing half the Town for streetlights and not the other portion of Town.

Councilmember Larsen stated that she does not agree with taxing certain individuals. She would prefer that the General Fund pay.

Councilmember Cordes stated that this has been discussed and Vice-Mayor Anderson and Councilmember Larsen's concerns have not been addressed. She stated that it puts Council in an unfair position because they are being asked to move forward with this item. She stated that Council wanted a solution to their concerns and were never provided a solution.

Mr. Billingsley stated that there are two issues: future lighting issues; and a portion of the community having SLIDS while other portions of the community do not. The Town had multiple Council meetings on this subject as well as information has been provided. Ms. Garcia and Mr. Chris Salas, Public Works Director, have provided a presentation and data to Council.

Mr. Billingsley stated that the Town has SLIDs and the Town is required to tax a secondary tax for them. The Development Code requires all new developments to create SLIDs to pick up those costs. Developers are assured that theTown will collect the taxes on an annual basis once the SLIDs are created. The Town could have legal problems if the Council elects to not set a tax rate or collect taxes.

Vice-Mayor Anderson stated that it is his understanding that as long as the lights are paid for, the Town does not need to tax the people.

Mr. Billingsley stated that they have not budgeted funds in the approved budget to offset the cost of the SLIDs.

Mr. Billingsley inquired of Ms. Jimenez where will the money come from to pay the secondary tax if Council elects to not set a tax rate and collect taxes and pay for the streetlights.

Ms. Jimenez stated that the Town entered into the budget with a \$1.7 million deficit in the General Fund and it cannot support the streetlights. Monies from Cares Fund is used to replace what the Town is spending. The only option would be the HURF Fund; however, the SLIDs were budgeted in the SLID funds where the Town is required to collect an ad valorem tax to support the electrical costs. There was no discussion on the SLIDs during the budget preparation.

Ms. Garcia stated that the Council had several worksessions on this item and adopted an ordinance for SLIDS to allow Council to set SLIDs in the portions of Town which do not have SLIDs. Council may request to move forward with those petitions. Since the adoption of the Ordinance, Council did approve the creation of SLID No. 4 and SLID No. 5 which are two areas within the Anthem at Merrill Ranch District. Mesquite Trails currently has four districts pending that will come before Council for authorization. SLID No. 4 and SLID No. 5 were not created in time to be on this cycle but will be included in the next cycle. SLID No. 1 and SLID No. 2 have enough taxes, so they do not have to levy this year.

Councilmember Larsen stated that her intention is not to get rid of the SLIDs altogether. She stated there is a certain standard of lights across Florence and then there are the additional lights. She believes that it is only fair that only the additional lights should be included in the SLIDs. The standard amount of lights that would normally be paid for by the General Fund.

Councilmember Cordes stated that many things were not discussed due to the Covid-19 pandemic.

Vice-Mayor Anderson stated that the cost is approximately \$90,000 annually for the streetlights and he does not believe that it will be a huge impact to the budget.

Mayor Walter stated that it may be able to be paid for with the Council contingency fund.

Councilmember Larsen inquired if those amounts for the lights be segmented out for future years. She inquired what flexibility can the Council provide moving forward so that future Councils have the ability to remove it.

Mr. Billingsley stated that a portion of the Development Code will need to be rewritten. He stated that the Town wants a mechanism to offset the costs to the Town; otherwise, you will have an inverse relationship with growth. The Town will continue to get poorer as more growth happens. This is not good business management. The Federal Government FHWA designated certain lighting requirements that the Town has to provide based on the traffic count. The Town would segment what the required lighting is versus the additional subdivision lighting.

Mr. Billingsley stated that the Town cannot change the development agreement. He stated that as long as the Town is not pushing the cost on the developer, the Town will not be sued. He stated that Council asked staff to come up with a solution for those areas, and Council has approved subsequent SLIDs. He stated that staff is waiting on direction from Council if staff is to proceed with petitioning the areas where no SLIDs exist to see if they are interested in forming a SLID.

Councilmember Larsen stated that she would never force anyone to be in a SLID nor incur the cost of an entire SLID. She stated that she feels the mandatory lighting should be a shared cost.

Vice-Mayor Anderson stated that the burden of the cost for the streetlights should be paid for by all residents, not certain residents.

Mayor Walter asked Mr. Billingsley to explain where the funding comes from for streetlights that are not covered by SLIDS.

Mr. Billingsley explained that the HURF fund pays for the streetlights not covered by SLIDs; however, they are far less dense than the streetlights in Anthem. Many communities have streetlight districts because it ends up being a very huge bill over time. Council can consider limiting the number of streetlights provided in subdivisions to the original intentions. Additional lighting was requested by the residents for more streetlights which is why the SLIDs were created.

Discussion occurred regarding crack sealing being done in the Anthem area.

Ms. Jimenez stated that there was insufficient funding withing the CFD, so the Town elected to utilize HURF funds to do the maintenance of the streets. The Town has done this for four years and this is the first year that the Districts will be paying for maintenance.

Councilmember Wall stated that the argument should not be about fairness but rather the amenities that are provided and the location of where those amenities are. She stated that the SLIDs are needed to pay for the continued growth in the Town. The discussion should be on what can be provided.

Discussion occurred regarding streetlights, the costs, and each person's perspective on how they should be paid for.

Vice-Mayor Anderson stated that eventually primary taxes will need to be increased.

On motion of Councilmember Wall, seconded by Councilmember Cordes, to adopt Ordinance No. 696-20.

Roll Call Vote:

Wall: Yes

Cordes: Yes

Larsen: Yes

Walter: Yes

Anderson: No

Motion passed (Yes: 4; No: 1)

## **NEW BUSINESS**

### **Resolution No. 1745-20:**

Mayor Walter read Resolution No. 1745-20 by title only.

Florence Town Council Meeting Minutes

July 20, 2020

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**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AFFIRMING THE APPROVAL OF THE AMENDED FINAL PLAT FOR FLORENCE PLAZA; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.**

Mr. Larry Harmer, Planner, stated that the request is being made by Florence LLC, for an approval of an Amended Final Plat for Florence Plaza, 495-649 North Pinal Parkway Avenue. The original plat for this property was approved in 2009. That plat divided the property into four lots as they are currently configured. Three of the four lots now have businesses located on them; i.e. Speedway Market and Gas on Lot 1, Sonic on Lot 3, Dollar General and the Florence Café and others on Lot 4. Lot 2 is currently vacant. For financing reasons, the owner desires to create a fifth lot that would place Dollar General on its own lot. In order to accomplish this, there have been adjustments made to Lots 2, 3 and 4 to allow adequate property widths and cross-access to all lots internal to the site.

Mr. Harmer stated that the Town does not have a formal process that would address an Amended Final Plat; however, if this application is approved, it will result in five total lots. Staff has processed the application as a Minor Subdivision per Section § 150.266 (C) of the Development Code. As such, only administrative staff review and approval is required. The Town Engineer has reviewed the application and has expressed no concerns. If approved, the lots will meet the required setbacks.

Councilmember Wall inquired what the reason is for splitting the lot.

Mr. Harmer stated that it has to do with the owner's personal finances.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (5-0) to adopt Resolution No. 1745-20.

**Discussion/Approval/Disapproval of negotiation of a Pre-Annexation Development Agreement with Grinders Sports Group LLC. to construct a mixed-use project in the Town of Florence.**

Mr. Billingsley stated that Grinders Sports Group, LLC ("Grinders", previously known as, Project Rattler) is in the process of developing a large sports venue in the Town of Florence. The project is in its early phase and have been before Council previously. Grinders has applied for a Major General Plan Amendment and a Pre-Annexation Development Agreement. In the near future, Grinders will be submitting at least one annexation petition and applying for rezoning of two separate properties that constitute the overall project. One of the parcels is not within the Town of Florence and will require an annexation prior to the Town being able to ratify a development agreement.

Ms. Kelly Stinnett and Mr. Lyndon Estill, Grinders Sports Group, LLC, provided a presentation in which they outlined the following:

- Overview
  - First Southwest USA (Phoenix based) sports and eSports destination
  - Management comprised of industry veteran, strong financial team, retired major league athletic coaches
  - Professional advisory board planned to include sports management, finance, marketing, and media

- World class training and education: baseball, softball, soccer, lacrosse, basketball, volleyball, tennis, pickleball, field hockey, track, and field
- eSports focus on sports featured at the Complex
- Fully equipped sports medicine and rehab facilities to support athletes' needs
- Facility on 900+ acres in Pinal County close to major highway, airport, existing shopping centers, restaurants, and hotels
- Outstanding business plan, diverse revenue streams, projections show strong profitability
- Major sports figures and educators expected to develop and mold future Olympians and professional athletes
- Strong support from local and state governments
- In application process for grants from major league associations
- In negotiations with Fortune 500 sponsors for key sponsorships and endorsements
- Business plan includes significant technology utilization in coaching and education
- Management Team
  - Kelly Stinnett, Co-CEO
    - Created Grinder's Baseball and Grinder's Sport Inc. to help train children wanting to augment their skills and capabilities and excel at baseball.
    - 14-year Major League catcher, he recognized the need to provide young athletes with guidance, mentoring and support.
    - Grinders team currently includes pro and college instructors and has 10 travel teams and one softball team at its indoor academy.
    - Has also developed programs for those affiliated with other travels teams or players to facilitate development and provide guidance and preparation for the competitive travel baseball scene.
    - Is currently the head baseball coach at Park University in Gilbert, AZ.
    - Has had a vision for some time to create and construct a world class athletic/wellness facility for many years to train athletes and assist them with attaining their educational and athletic goals.
  - Drew Marino, Co-CEO
    - Is the CEO and President of USA Sports Inc.
    - USA Sports Inc. is a Sports Management Consulting firm for new and existing sports facilities.
    - Provides professional consulting management and marketing services to sports complexes from the initial design and layout to the development of new programs and growth.
    - Has been involved in professional and amateur sports for over thirty-five years.
    - Has combined his experience of sports and technology to offer unique consulting services to both private and municipal owned sports facilities around the
    - country.
    - Has a proven ability to form collaborative relationships with internal and external staff at all levels and a track record of building and leading high- performing teams.
    - Was also an MLB coach for the NY Mets and minor coach for the Tampa Bay Rays.
  - Lyndon Estill, COO
    - Is responsible for the conceptual and organizational development of the Grinder Sports Complex

- Throughout his professional baseball playing career, Lyndon spent every off-season working with various youth organizations in Washington state and Arizona to develop young players and grow the organizational business.
- Used his experience as a professional player and coach to assist countless young players to advance to become college athletes.
- His knowledge of the game also leads to spending time as the Director of Marketing and Brand Development with a Major League Baseball affiliated wood bat company.
- Don Mitchell, Director of Talent and Player Evaluations
  - Has extensive knowledge and experience in collegiate and professional baseball spanning more than 30 years.
  - Has been a college and professional player, Major League Baseball Director of Scouting, Certified MLB Agent, College Baseball Head Coach and College Athletic Director.
  - Currently the Founder and Lead Advisor for College Baseball/Softball Advisors, providing personal advice to athletes to promote themselves to college programs.
  - Over the last three decades, Don has established a great reputation within the national baseball community.
  - Has cultivated personal relationships with over 350 college coaches.
  - His honesty and integrity coupled with his scouting ability make him uniquely qualified to match high school and junior college players with a college program that is beneficial to both the student athlete and the college involved.
- Victor Marquez, CFO, Legal Counsel
  - His practice focuses on real estate transactions, land use and zoning laws, real estate, business and general commercial litigation, state and local government relations, and community outreach specialization in the context of land development and redevelopment for both private companies and nonprofit organizations and programs.
- Corey Shepard, Project Manager:
  - Brings more than ten years of experience in commercial construction management. He utilizes
  - his
  - extensive general contractor experience to ensure his client's best interests are being upheld
  - through every step of their project. Cory works closely with his clients to ensure total quality
  - throughout the entire project cycle by focusing on schedule and budget. He manages each project by
  - applying his comprehensive knowledge through contract review, budget analysis and schedule
  - coordination.
- Corey Shepard, Project Manager
  - Brings more than ten years of experience in commercial construction management.
  - Utilizes his extensive general contractor experience to ensure his client's best interests are being upheld through every step of their project.
  - Works closely with his clients to ensure total quality throughout the entire project cycle by focusing on schedule and budget.
  - Manages each project by applying his comprehensive knowledge through contract review, budget analysis and schedule coordination.
- Lesley Carey, Cashmere Hotel Group

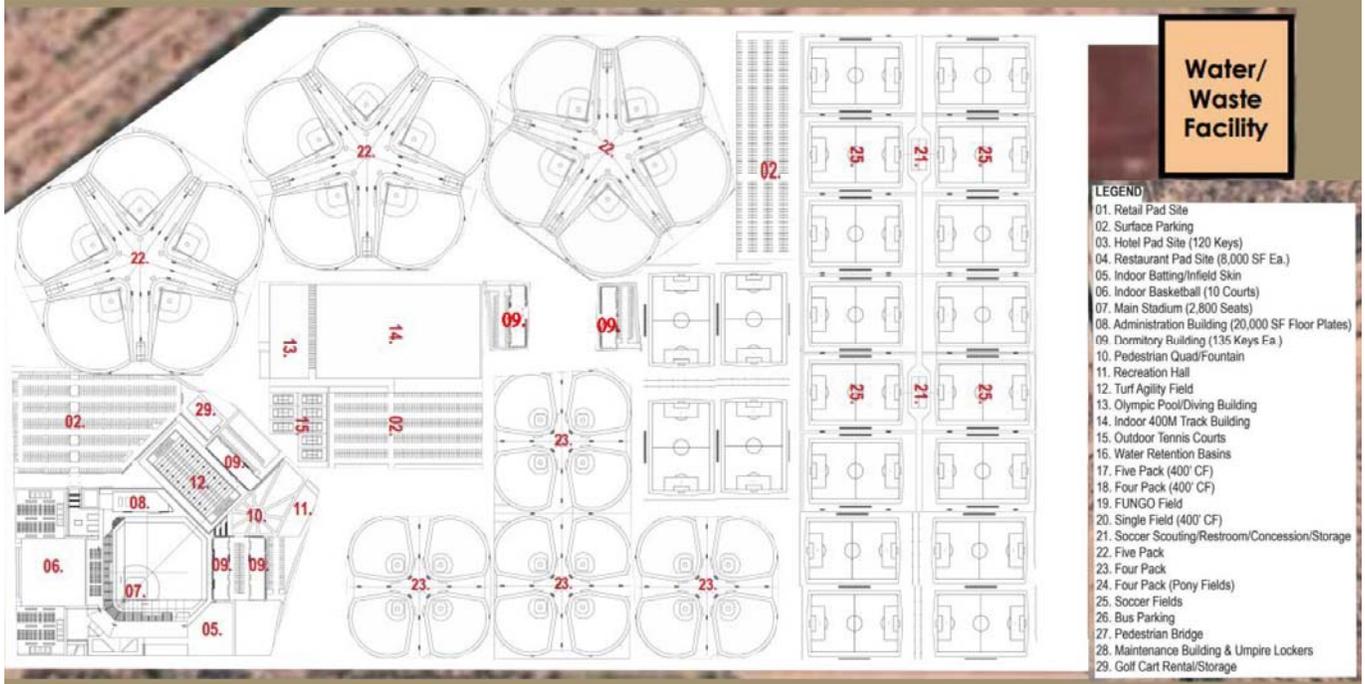
- Has over 18 years of development, renovation and general management experience with luxury boutique hotels and resorts both in the U.S. and internationally.
- Attended Queen's University in Ontario, Canada, where she earned her Bachelor of Arts Degree in English Literature.
- Has helped create, design, and manage some of the top boutique hotels in the world. Began her hospitality career in Toronto, Canada where she undertook a series of positions with increasing responsibility at the Four Seasons, the Interstate, Wyndham hotels and Queens Landing, part of a four-star hotel group in the Niagara-on-the-Lake complex.
- Gained significant knowledge and practical experience in operations management, food & beverage, marketing, sales plan development, sales execution, construction, room renovation, budgeting, internal controls, and public relations.
- Dean Reinmuth, Golf
  - His golf career spans back more than 40 years from his first job working at Naperville Country Club in Illinois.
  - Starting out as a caddie, Dean worked his way up through the ranks by serving as a groundskeeper, working in the bag room, and then making his way into the pro shop. Soon after, he became a 1st assistant professional at Midlothian Country Club, in Midlothian, Illinois.
  - These various positions enabled Dean to learn all aspects of the business of golf while fine-tuning his playing skills.
  - Credits these experiences with setting the groundwork for what has evolved into a very successful golf academy.
- Joe Molloy, Executive
  - Served as a senior executive in the New York Yankees for eleven years and is a former owner and Managing General Partner of the New York Yankees.
  - Served as the General Partner of the Yankees for six years, from 1992-1998, and from 1992-1995 he was the Managing General Partner, responsible for all baseball and business operations.
  - Is the CEO and owner of JAM Sports Ventures.
  - JAM Sports combines its experience operating one of the most storied sports franchises (New York Yankees) with deep financial, real estate, media, and technology expertise.
  - JAM Sports believes that its insights and command of related business functions will drive each acquired team's financial performance to new levels of performance and profitability.
- Adam Padilla, Owner, Brandfire Marketing
  - Is the Co-Founder of BrandFire and Chief Creative Officer.
  - A celebrated branding expert, Adam lends his insight, tactical intelligence, and abundant creative talents to his clients.
  - Has been working with his partner Jesse Itzler since 2007, directing projects for ZICO, NetJets, Pretzel Crisps, Tom Brady and RUNDMC.
  - Is frequently called on to comment on branding and popular culture on WPIX, FOX Nightly News, Bravo, CNN, and CNBC.
  - Is also a regular contributor to AdWeek, the Wall Street Journal, Forbes, and Fast Company.
  - Aside from his professional accomplishments, Adam is also an influential content creator.

- His @adam.the.creator account is one of the largest original meme pages, with over 1 billion total yearly impressions across social channels.

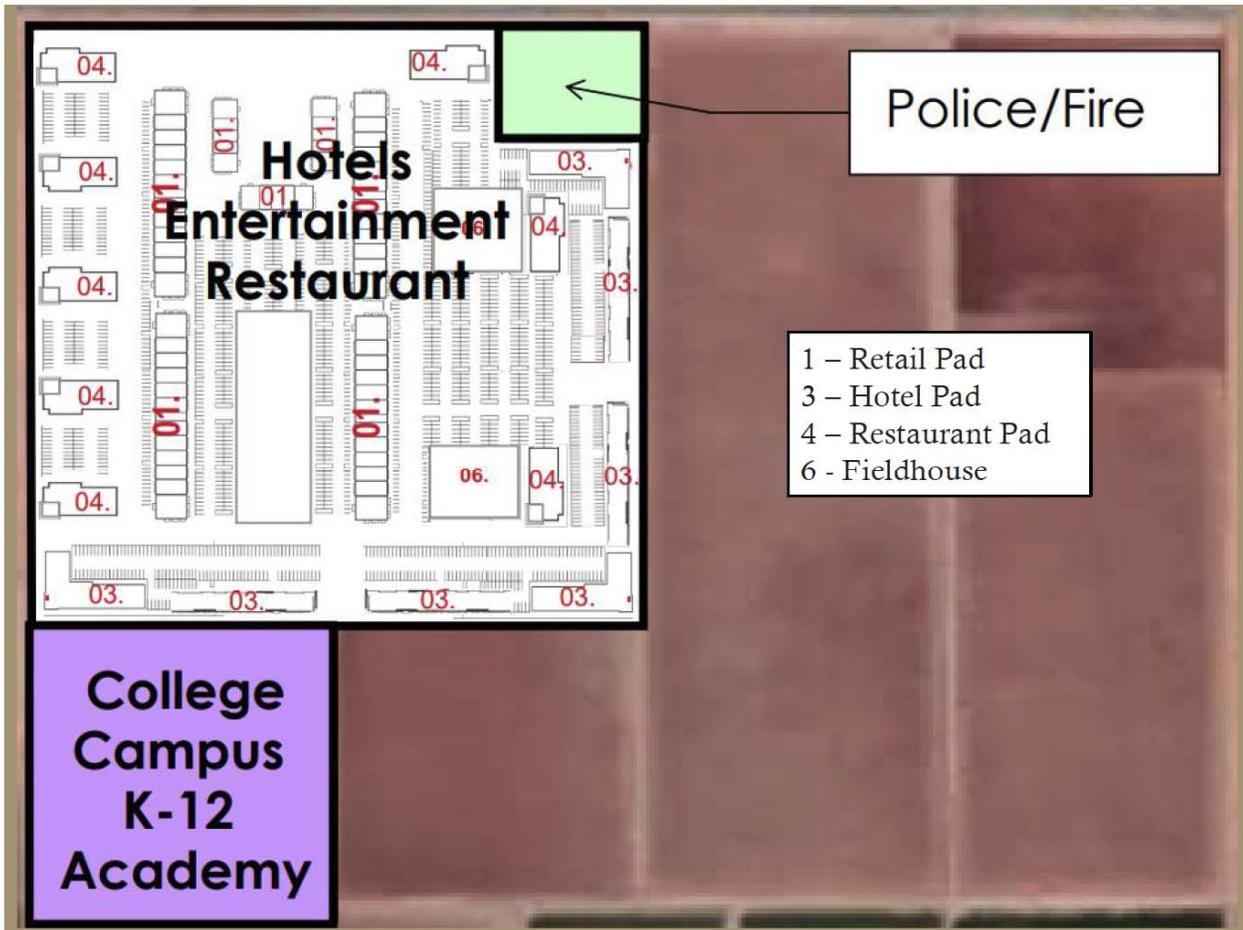
- Sports Complex



- Water/Waste Facility



- Police/Fire



- Planned Facilities
  - 15 collegiate/professional sized baseball fields with fixed seating
  - One collegiate professional sized baseball stadium (up to 5,000 seats)
  - 15 softball/youth baseball sized fields with fixed seating
  - Fields will be 100% synthetic turf and natural turf
    - Saves water
    - Game ready
    - Do not have to take time off of the field for maintenance
    - Can offer more programs
  - One softball/youth baseball sized stadium (up to 3,000 seats)
  - MLB style walk-out dugouts
  - 24 collegiate sized soccer-multi-use fields with fixed seating
  - Ten tennis courts and stadium
  - Pickleball facility
  - One Collegiate sized soccer/multi-use stadium with competition track (up to 5,000 seats)
  - Aquatic center
  - Approximately 180,000 square foot field house to include:
    - 10 collegiate size basketball courts that are transformable into two volleyball court, cheerleading
    - One collegiate size “stadium court” for basketball and volleyball
    - Rehab Center
    - Fitness Center for Athletic performance as well as adult fitness
    - Esports Arena
    - Food Court and Restaurants
    - Executive Offices and suites
  - What it provides:
    - Opportunities for young athletes
    - Hands on development
    - World class training
    - Opportunity for every child regardless of where they come from
  - Planned Attractions
    - Theme Park
    - Indoor/outdoor waterpark resort
      - 10 hotels
    - 12 restaurants, theater bowling alley
    - 27-hole golf course resort
    - 18-hole par 3 gold course
    - Two 18-hole miniature golf courses driving range; 18 lighted bays
    - Nine race car stimulators
    - Four paintball areas
    - Six go-court tracks
    - Equestrian Center with large animal health center
  - Features and facilities
    - Baseball, softball, lacrosse, soccer, and youth football fields, track and field, aquatics center
    - Field house providing basketball and volleyball courts, cheerleading
    - Fitness center complete with all sports training facilities
    - Sports medicine facility to provide medical and healthcare services

- A rehab center to provide rehabilitation services to all ages
- Access to training professional in all sports disciplines
- Grinder sports development training programs
- Classroom for academic course study, youth training, mentoring, nutrition, internships
- Pursue an MLB Team for future spring training site
- Pro and retail shops
- Professional coordinated concession areas
- Esports arena
- Business Center
- Local and national coaching conventions
- Food Court and restaurants
- Hotel Access
- Charity Events
- The Downtown Village
  - Hotels
  - Restaurants
  - Retail shopping
  - Miniature Golf Courses
  - Par 3 golf courses
  - Golf driving range
  - Esports
  - Bowling alley
  - Movie Theater
  - Beach volleyball
  - Go cart tracks
  - Paintball areas
  - Waterpark
  - Cornhole areas
  - Race car simulator

Mr. Billingsley stated that the request is for Council to authorize staff to begin negotiations on a pre-annexation development agreement with Grinder Sports.

Councilmember Cordes inquired what areas they looked at and what made them decide to pick Florence.

Mr. Estill stated that it took two years in searching for a site. Acreage was a huge issue. They looked throughout the valley and wanted to find the best fit. They looked at how underserved the area was as well. They found that the southeast area was overlooked and underserved. They want to ensure that they could serve a market that was underserved and non-appreciated was an important thing for them.

Councilmember Cordes stated it will help the residents to know that this will benefit the youth in our areas.

Councilmember Larsen stated that she is impressed with what they are offering the community. She inquired if they would include scooter and skating since this is underserved regionally.

Mr. Estill stated that the list is not complete and is fluid. They can add other things to the project but need to see where they can put it in the project. They need to make sure that there is land available and needs to be properly visible.

Vice-Mayor Anderson inquired how much land will be part of this annexation. He inquired if Magma Ranch will be part of the annexation.

Mr. Billingsley stated that Magma Ranch will not be part of the annexation. There will be two annexations. He explained the location of the project and said it would include two parcels.

Councilmember Larsen inquired about annexation for Wildhorse Estates and Crestfield Manor. She inquired if they can be part of this annexation.

Mr. Billingsley stated that it would be a separate annexation. He stated that their annexation was discussed approximate two years ago. They were unable to get enough signatures.

Ms. Garcia stated that the annexation stopped because of the requested feasibility study. They were encouraged to work with developers that could pay for the cost of the feasibility study, which is one of the requirements for annexation.

Councilmember Wall inquired if any of the annexations create an island.

Mr. Billingsley stated that it would not cause an island.

Councilmember Cordes inquired how much the annexation will cost the town.

Mr. Billingsley stated that they are several variables that need to be considered when doing an annexation which is why it is necessary to have a cost benefit analysis. He stated that it is favorable if the land is zoned commercial or industrial because of the ongoing tax stream. He stated that the challenge happens when you do residential development. He explained the challenges in annexing a residential development due to the cost. It is best to annex a residential area that has little development and one consideration is if development impact fees can be collected and transaction privilege tax from development. Developed areas are negative from a cash flow perspective.

Councilmember Cordes inquired what the cost of the project will be.

Mr. Estill stated they are finalizing the cost based on phases, needs and development schedule.

Mr. Billingsley stated that they have a Non-Disclosure Agreement and they will have future executive sessions to discuss various aspects of the project.

On motion of Councilmember Larsen, seconded by Councilmember Cordes, and carried (5-0) to approve negotiation of a Pre-Annexation Development Agreement with Grinders Sports Group, LLC, to construct a mixed-use project in the Town of Florence.

## **MANAGER'S REPORT**

There was no Manager's Report.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Larsen stated that there will be several questions regarding Grinder Sports. She stated that the Town needs to do its due diligence and that all questions will be answered throughout the process.

Councilmember Cordes reminded everyone to check in on your neighbor and to help each other with whatever is needed. We have not reached the peak of Covid-19. She stated that she is liaison for the Florence Unified School District Board and noted that they have three vacancies on the board, and no one is running. She urged everyone to consider running for this board. She stated if no one runs, the Pinal County Superintendent will need to appoint people to fill those vacancies. She explained how a great school district can affect prices of homes and the other benefits of a great school district.

Vice-Mayor Anderson thanked the Florence community for keeping Florence safe. He is thankful for the Town's safety personnel. Florence is a great community and care about one another. He said it is sad to see all of the protests happening throughout our nation and is grateful for all of our residents.

Mayor Walter stated that she appreciated meeting the new hospital director and is excited and optimistic to see what Grinders Sports is planning for our area.

Mayor Walter appointed Vice-Mayor Anderson to serve as liaison to the Planning and Zoning Commission. Councilmember Hawkins position was vacated with his passing and Vice-Mayor Anderson has filled that vacancy in an unofficial capacity since that time. He is now being officially appointed as liaison to the Planning and Zoning Commission.

## **ADJOURNMENT**

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (5-0) to adjourn the meeting at 8:04 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 July 20, 2020, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

|  |   |   |
|--|---|---|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>8a.</b>   |
| <b>MEETING DATE:</b> August 17, 2020<br><br><b>DEPARTMENT:</b> Community Development<br><br><b>STAFF PRESENTER:</b> Barbara Rice<br>Community Development Director<br><br><b>SUBJECT:</b> Ordinance No. 697-20 Adoption of Amendments to the Town of Florence Fire Code  |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input checked="" type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input checked="" type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input type="checkbox"/> <b>Other</b> |
| <b>STRATEGIC PLAN REFERENCE:</b><br><input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance<br><input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure<br><input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None |   |   |

**RECOMMENDED MOTION/ACTION:**

Adoption of Ordinance No. 697-20: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING SECTION 150.300 (TECHNICAL CODES) OF THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING THE 2012 INTERNATIONAL FIRE CODE.

**BACKGROUND/DISCUSSION:**

This is the second reading of Ordinance No. 607-20, which was first presented to Council on June 15, 2020, proposing amendments to the currently adopted 2012 International Fire Code.

In 2019, the Town Council adopted the 2012 International Fire Code which was amended at that time to best meet the specific life safety and constituent needs of the community of Florence.

It was discovered in April 2020 that some of those amendments could be modified to better meet the growth needs of the Town of Florence without compromising public health or fire and life safety of our citizens, visitors or firefighters. The proposed modifications to these amendments will increase the sprinkler threshold for certain occupancy types and, in some cases, allow exceptions that already exist in the model 2012 International Fire Code and are consistent with other jurisdictions throughout the

state. The proposed amendments are also more consistent with sprinkler requirements of other occupancy or use types in our community.

The International Fire Code is updated every three years by the International Code Council. Currently, the Town is in the 2012 edition of this code which is two cycles behind the current 2018 International Codes. The next code edition will be the 2021 International Fire Code. To wait to update these amendments until the Town feels there is a need to move forward with the adoption of future code editions may prevent certain businesses such as automotive repair, storage, or smaller institutional facilities from coming to Florence.

Given that the proposed amendments follow best practices utilized by jurisdictions nationwide and do not reduce life safety to the public or firefighters, staff recommends adoption of Ordinance No. 697-20 amending the Town of Florence Fire Code.

**A VOTE OF NO WOULD MEAN:**

The Town would not adopt Ordinance 697-20 amending the 2012 International Fire Code and our current amendments would remain in force.

**A VOTE OF YES WOULD MEAN:**

Ordinance No. 697-20 would be adopted, and the attached amendments would be recorded and become part of the Town Technical Codes.

**FINANCIAL IMPACT:**

There will be advertising and codification costs if the ordinance is adopted.

**ATTACHMENTS:**

Ordinance No. 697-20  
Exhibit A  
PowerPoint Presentation

**ORDINANCE NO. 697-20**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTIONS 202 AND 903 CONTAINED IN SECTION 150.300 ('TECHNICAL CODES') OF THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE ADOPTED BY REFERENCE UNDER ORDINANCE NO. 674-19.**

**WHEREAS**, the Mayor and Town Council support the ongoing evaluation and assessment of the Technical Codes and the occasional adoption of new codes and/or amendments of same that are in the best interest of the Town; and

**WHEREAS**, the Technical Codes, including the 2012 International Fire Code, are provided for the purpose of protecting the public health, safety and general welfare of the residents, visitors and firefighters of Florence; and

**WHEREAS**, the Mayor and Town Council adopted the 2012 International Fire Code by Resolution 1693-19 and Ordinance No. 674-19 on May 6, 2019; and

**WHEREAS**, it is in the best interest of the Town to amend the Code of Ordinances, as provided herein, to support the development of the Town of Florence while still providing for the protection of public health and safety and promoting building safety.

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

Section 1. That Title XV *Land Usage* of the Town Code of Ordinances is hereby amended with the following amendments to Section 150.300 *Codes Adopted* of the of Technical Codes with addendums and alternatives as included and on file as the Clerk's Office per Resolution No. 1743-20, Exhibit "A", and as codified in the Town Code of Ordinances.

The following publication is adopted by reference:

TECHNICAL CODES  
§ 150.300 CODES ADOPTED

- A. The documents contained in Exhibit "A" entitled "INTERNATIONAL FIRE CODE, 2012 EDITION, WITH APPENDICES B, C, D, E, F, G, H AND I AND ADDENDUMS AND ALTERNATIVES TO SAID TECHNICAL CODES FOR SECTION 202 AND 903 DATED AUGUST 20, 2020.

Section 2. Should there be any conflicting provision of the Technical Codes and regulations adopted in Ordinance No. 697-20, including within any Appendices therein, with any other Codes and regulations adopted by the Town of Florence, the more restrictive code requirement shall take precedence.

Section 3. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Town of Florence, Arizona hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. That nothing in this legislation or in the Technical Codes hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 5. That the Town of Florence, Arizona is hereby ordered and directed to cause this legislation to be published on the Town website and codified in the Town Code.

Section 6. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect August 20, 2020 from and after the date of its final passage and adoption.

Section 7. Criminal Penalty: Among other penalties that may apply, including revocation or suspension of a license (when applicable), any person who violates any provision of this article, whether or not the act is specifically stated as being unlawful, shall be guilty of a class 3 misdemeanor and upon conviction shall be punished as provided in Section 10.99 of the Town Code.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, on this 17<sup>th</sup> day of August 2020.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**Exhibit A  
TOWN OF FLORENCE  
CODE OF ORDINANCES  
TECHNICAL CODES**

**§ 150.300 CODES ADOPTED**

- A. The Following publication is adopted by reference.  
*13. International Fire Code, 2012 Edition, with Appendix B, C, D, E, F, G, H & I*
- B. Addendums and alternatives to the Technical Codes as adopted shall be as follows:**

**13. International Fire Code, 2012 Edition**

- a. **Amend Section 202. GENERAL DEFINITIONS (Codified in alphabetical order) :**

**TIRES, BULK STORAGE OF.** Storage of tires where the area available for storage exceeds ~~–10,000 cubic feet.~~

- b. **Section 903.2.1.2(1) Group A-2**

Amend Condition 1, to read as follows: The fire area exceeds ~~2,500~~ **5,000** square feet.

- c. **Section 903.2.3(1) Group E.**

Amend Condition 1, to read as follows: The fire area exceeds ~~zero (0)~~ **5,000** square feet.

- d. **Section 903.2.4.1 Group F-1. Woodworking Operations**

Amend to read as follows: An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of ~~zero (0)~~ **2,500** square feet in area which generate finely divided combustible waste or use finely divided combustible materials.

- e. **Section 903.2.6 Group I**

Amend by deleting ~~replacing~~ **replacing** Exceptions 1, 2, 3 and 4, in their entirety and

adding **removing** the following Condition 1: ~~Group I fire areas exceed zero (0) square feet.~~

**903.2.6 Group I.** An *automatic sprinkler system* shall be provided throughout buildings with a Group I *fire area* in excess of zero (0) square feet.

**Exceptions:**

1. **An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 facilities.**

2. **An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be allowed in Group I-1 facilities when in compliance with all of the following:**

**2.1. A hydraulic design information sign is located on the system riser;**

**2.2. Exception 1 of Section 903.4 is not applied; and**

**2.3. Systems shall be maintained in accordance with the requirements of Section 903.3.1.2.**

**3. An automatic sprinkler system is not required where day care facilities classified as a Group I occupancy do not exceed 5,000 square feet in area, are at the level of exit discharge and every room where care is provided has at least one exterior exit door.**

**4. In buildings where Group I-4 day care is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided and all floors between the level of care and the level of exit discharge, all floors below the level of exit discharge, other than areas classified as an open parking garage**

f. **Section\_903.2.9(1) Group S-1.**

Amend Condition 1, to read as follows: A Group S-1 fire area exceeds zero square feet (0 SF) **5,000 square feet.**

g. **Section\_903.2.9(3) Group S-1.**

Amend Condition 3, to read as follows: The combined area of all Group S-1 fire areas on all floors, including any mezzanines exceeds zero square feet (0 SF) **5,000 square feet.**

h. **Section 903.2.9.1 Repair Garages.**

Amend Items 1, 2 & 4, to read as follows:

1. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding ~~zero (0)~~ **5,000** square feet.
2. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding ~~zero square feet (0 SF)~~ **5,000 square feet.**
4. A Group S-1, fire area used for the repair of commercial trucks or buses where the fire area exceeds ~~zero (0)~~ **5,000** square feet.

i. **Section 903.2.9.2 Bulk Storage of Tires.**

Amend to read as follows: Buildings and structures where the area for storage of tires exceeds ~~zero (0)~~ **10,000** cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Subsection 903.3.1.1.

# AMENDMENTS TO THE TOWN FIRE CODE

Town of Florence  
July 20, 2020



# BACKGROUND INFORMATION

- In May 2019, the Town of Florence adopted the 2012 International Model Codes for Construction, including the International Fire Code as the Technical Codes of the Town.
- At that time, amendments to all the codes were made where they were necessary to serve the specific needs and resources of the community.



# BACKGROUND INFORMATION

- In May 2020 it was discovered that some amendments were not in the best interest of business development and growth. These amendments were regarding occupancy sprinkler thresholds.
- Staff met to evaluate these amendments and bring them in line with other occupancy threshold requirements and meet the intent of the code.
- The proposed amendments are consistent with best practices, other amendments for occupancies throughout and do not reduce life safety or property protection.



# PROPOSED AMENDMENT CHANGES AND IMPACT

a. Amend Section 202.1 General Definitions of the 2012 IFC as follows:

**TIRES, BULK STORAGE OF.** Storage of tires where the area available for storage exceeds ~~20,000 cubic feet (566 m<sup>3</sup>~~  
**10,000 cubic feet.**

- This definition was inadvertently left out in 2019 when section 903.2.9.2 was amended. That section relates to the sprinkler threshold for bulk tire storage and is also being amended to align with the definition.



# PROPOSED AMENDMENT CHANGES AND IMPACT

b. Amend Section 903.2.1.2 of the currently adopted 2012 IFC as follows:

**903.2.1.2 Group A-2.** An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds ~~2,500~~ **5,000** square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

- A-2 occupancies include restaurants and bars with occupant loads 50 or higher.
- At our current 2,500 sq ft threshold, a small coffee shop, sandwich shop, wine bar/tasting room, restaurant, etc. within a structure would be required to sprinkler even if their net occupant load were below 100 occupants. Examples: Old Pueblo (3111 sq ft) and Taco Bell (2911 sq ft).
- Fire operations experiences show that firefighters utilizing hose lines are fairly successful in suppressing or controlling a fire in fire areas 5,000 sq ft or less. ( Model code has 5,000 sq ft threshold)
- Staff recommends amending fire area to 5,000 sq ft.



# PROPOSED AMENDMENT CHANGES AND IMPACT

c. Amend Section 903.2.3 of the currently adopted 2012 IFC as follows:

**903.2.3 Group E.** An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than zero ~~(0)~~ **5,000** square feet in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

- Educational Group E occupancy includes schools, colleges, and day care centers with less than five children under the age of 2 ½ years.
- These occupancies have a great deal of fire protection features including alarms and fire-resistant construction in egress, etc. Emergency evacuation plans and drills are required.
- These fire protection systems came about due to large loss of life fire in the early 1900's and have been responsible for prevention of fire fatalities in these occupancies.
- Staff recommends amending the fire area threshold to 5,000 sq feet.



# PROPOSED AMENDMENT CHANGES AND IMPACT

d. Amend Section 903.2.4.1 of the currently adopted 2012 IFC as follows:

**903.2.4.1 Woodworking Operations.** An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of ~~zero (0)~~ 2,500 square feet in area which generate finely divided combustible waste or which use finely divided combustible materials.

- Woodworking operations are limited to 2,500 sq ft without sprinklers per the unamended IFC.
- While these occupancies present an explosion and fire hazard, other codes require ventilation systems and explosion proof electrical installations to reduce ignition sources. The fire code has requirements for housekeeping, storage, etc. to limit fuel load and prevent fires.
- Our current code could limit the pursuit of businesses who may want to open shops for production and retail sale of wood products.
- Staff recommends amending the code to reflect the 2,500 sq ft fire area threshold in the model code.



# PROPOSED AMENDMENT CHANGES AND IMPACT

e. Amend Section 903.2.6 of the currently adopted 2012 IFC as follows:

**903.2.6 Group I.** An automatic sprinkler system shall be provided throughout buildings with a Group I fire area in excess of zero (0) square feet.

**Exceptions:**

**1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 facilities.**

**2. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be allowed in Group I-1 facilities when in compliance with all of the following:**

**2.1. A hydraulic design information sign is located on the system riser;**

**2.2. Exception 1 of Section 903.4 is not applied; and**

**2.3. Systems shall be maintained in accordance with the requirements of Section 903.3.1.2.**

**3. An automatic sprinkler system is not required where day care facilities classified as a Group I occupancy do not exceed 5,000 square feet in area, are at the level of exit discharge and every room where care is provided has at least one exterior exit door.**

**4. In buildings where Group I-4 day care is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided and all floors between the level of care and the level of exit discharge, all floors below the level of exit discharge other than areas classified as an open parking garage**



# PROPOSED AMENDMENT CHANGES AND IMPACT

## Section 903.2.6 (continued)

- Group I occupancies include assisted living facilities, prisons, hospitals, and daycare with more than 5 children under the age of 2 ½, etc.
- Exception 1 allows for NFPA 13R sprinkler system in certain I occupancies if the facility is no more than four stories tall. This type of system is allowed in motels, hotels, apartment buildings and provides adequate fire protection.
- Exception 2 allows for NFPA 13D sprinkler systems in I occupancies that are congregate living facilities in townhouses. This is acceptable fire protection based on occupancy limitations, residency and construction type.
- Exception 3 allows the exemption of fire sprinklers in buildings that are one story where each room that children are cared for have an external exit to the outside. This would apply to child daycare facilities that are classified as I occupancy due to the number of children less than 2 ½ years of age. I occupancy buildings have stringent construction requirements regarding fire resistant construction, alarm requirements, exit requirements, emergency drills, evacuation plans, etc.
- The fire code requires all I occupancies to be sprinklered with the exceptions described. These exceptions provide for sprinkler system options that are less coverage but still save lives. By amending the code, there would be better opportunity for these occupancies to build here.



# PROPOSED AMENDMENT CHANGES AND IMPACT

f / g. Amend Section 903.2.9 of the currently adopted 2012 IFC as follows:

**903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~zero (0)~~ **5,000** square feet .
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds ~~zero (0)~~ **5,000** square feet .
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet .
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet.

- S-1 occupancies include storage of textiles, furniture, mattresses, grain, paper and other combustible products.
- These storage occupancies pose fire risks due to combustible fuel load.
- The model code and our amendments have the furniture and mattress storage sprinkler threshold at 2,500 sq ft. As this commodity poses the highest risk, it would not make sense to have other storage sprinkler thresholds be below this size.
- Under the current code, a 320 sq ft storage building being proposed would require automatic fire sprinklers.
- Staff recommends the proposed sprinkler storage threshold to be 5,000 sq ft.



# PROPOSED AMENDMENT CHANGES AND IMPACT

h. Amend Section 903.2.9.1 of the currently adopted 2012 IFC as follows:

**903.2.9.1 Repair Garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding ~~zero (0)~~ **5,000** square feet.
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding ~~zero (0)~~ **5,000** square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds ~~zero (0)~~ **5,000** square feet .

- Reducing repair garage sprinkler threshold to zero (0) greatly impedes economic development opportunities for auto, motorcycle, farm equipment and other repair shops including Discount Tire, Pep Boys, or small businesses. The current code requires sprinklers throughout other occupancies that have a repair garage including government facilities, retail, and fleet shops.
- Fire risk is due to flammable and combustible liquids, ignition sources from welding, grinding, mechanical equipment, compressed gases. Other requirements in the fire code specifically regulate these risks to reduce the likelihood of fire.
- Staff recommends a 5,000 sq ft sprinkler threshold for consistency and best practice.



# PROPOSED AMENDMENT CHANGES AND IMPACT

- i. Amend Section 903.2.9.2 of the currently adopted 2012 IFC as follows:

**903.2.9.2 Bulk Storage of Tires.** Buildings and structures where the area for the storage of tires exceeds ~~zero (0) cubic~~ 10,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

- The definition of bulk tire storage is 20,000 cu ft and represents storage larger than what would normally be found in typical retail stores. This amount poses an extraordinary fire protection hazard.
- Our current code would reduce the definition and limit tire shops or retail businesses with any tire storage. Auto parts stores or other retail business that have tire storage would need fire sprinkler systems throughout the building. Large fleet operations would have to sprinkler the entire build
- Staff recommends the 10,000 cu ft threshold based on hazard and fire department resources.



# ACTION

- Staff Recommends Council Adopt Ordinance No. XXXX-20, amending the current Town of Florence Fire Code to be consistent with other occupancy amendments and current fire protection best practices.
- Adoption of the proposed amendments will promote economic development and growth opportunities for businesses in the Town of Florence.



# QUESTIONS ?





## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 9a.

**MEETING DATE:** August 17, 2020

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Lisa Garcia  
Deputy Town Manager/ Town Clerk

**SUBJECT:** Resolution No. 1747-20: 2020 Primary Election Results

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

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

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

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

Motion to adopt Resolution No. 1747-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 4, 2020.

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

Not less than six days, nor more than 20 days, after a primary or general election, the Town will meet to canvass the votes. August 17, 2020 is 13 days after the election. Pinal County met to canvass the votes on Friday, August 14, 2020.

When the results of the canvass are determined, the Town Clerk must enter upon the records a statement known as the official canvass, which must state the following:

As of the last day to register to vote for the Primary Election, Florence had 7,420 registered voters. The number of ballots cast in the Primary Election was 3,138. Voter turnout was 42.23% for the 2020 Primary Election. The number of votes cast through mail ballot totaled 2,622, which is 83.56% of the total ballots cast.

The number of ballots cast in each precinct and in the Town of Florence are as follows:

|            | <b>Precinct Votes</b> |           |           |           |           |              |
|------------|-----------------------|-----------|-----------|-----------|-----------|--------------|
|            | <b>23</b>             | <b>24</b> | <b>27</b> | <b>51</b> | <b>70</b> | <b>Total</b> |
| Ballots    | 756                   | 451       | 1,929     | 1         | 1         | 3,138        |
| Write-in   | 2                     | 3         | 3         |           |           | 8            |
| Over Votes | 2                     | 1         | 2         |           |           | 5            |

The offices to be filled identified by precinct.

|                | <b>Precinct Votes</b> |           |           |           |           |              |
|----------------|-----------------------|-----------|-----------|-----------|-----------|--------------|
| <b>Mayor</b>   | <b>23</b>             | <b>24</b> | <b>27</b> | <b>51</b> | <b>70</b> | <b>Total</b> |
| Kyle A. Larsen | 183                   | 99        | 772       |           |           | 1,054        |
| Gary Pranzo    | 219                   | 140       | 181       | 1         |           | 541          |
| Tara Walter    | 318                   | 187       | 911       | 1         |           | 1,417        |

|                     | <b>Precinct Votes</b> |           |           |           |           |              |
|---------------------|-----------------------|-----------|-----------|-----------|-----------|--------------|
| <b>Council</b>      | <b>23</b>             | <b>24</b> | <b>27</b> | <b>51</b> | <b>70</b> | <b>Total</b> |
| John K. Johnston    | 223                   | 186       | 319       |           | 1         | 729          |
| Kristen Larsen      | 307                   | 140       | 1,090     |           | 1         | 1,538        |
| Johnie Mendoza      | 237                   | 125       | 615       |           |           | 977          |
| Gary Mittendorf     | 132                   | 49        | 642       |           |           | 823          |
| Arthur "Snake" Neal | 325                   | 310       | 484       |           | 1         | 1,120        |
| Jeff Reel           | 176                   | 94        | 287       |           |           | 557          |
| Bill. Tanner        | 209                   | 86        | 722       |           |           | 1,017        |
| Vallarie Woolridge  | 262                   | 164       | 513       | 1         |           | 940          |

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

Kristen Larsen

The following Mayoral candidates did receive the next greatest number of votes of the electors of the Town voting at said election and shall have their names placed on the general municipal election ballot of the Town of Florence, Pinal County, Arizona, to be held on the 3<sup>rd</sup> day of November 2020, and are hereby issued certificates of nomination (listed in alphabetical order):

Kyle A. Larsen  
Tara Walter

The following Town Council candidates did receive the next greatest number of votes of the electors of the town voting at said election and shall have their names placed on the general municipal election ballot of the Town of Florence, Pinal County, Arizona, to be held on the 3<sup>rd</sup> day of November 2020, and are hereby issued certificates of nomination (listed in alphabetical order):

Johnie Mendoza  
Arthur "Snake" Neal  
Bill Tanner  
Vallarie Woolridge

All successful candidates will be sworn in at a Ceremonial meeting to seat the newly elected in December 2020.

### **New Precincts due to Software**

Pinal County is using a new election software that has a GIS Component. Based on the GIS mapping and the Town of Florence town limits we now have seven precincts.

| <u>Precinct</u> | <u>Name</u>    |
|-----------------|----------------|
| 23              | Florence North |
| 24              | Florence South |
| 25              | Cactus Forest  |
| 27              | Poston Butte   |
| 51              | Superior West  |
| 60              | Blackwater     |
| 70              | Copper Basin   |

### **Statistical Data of Prior Elections.**

The following table identifies the voter turnout for prior elections. Blue is prior Mayoral elections.

| <u>ELECTION</u>     | <u>REGISTERED VOTERS</u> | <u>VOTES CAST</u> | <u>VOTER TURNOUT PERCENTAGE</u> |
|---------------------|--------------------------|-------------------|---------------------------------|
| PRIMARY 2002        | 2458                     | 798               | 32.5                            |
| <b>PRIMARY 2004</b> | <b>3276</b>              | <b>940</b>        | <b>28.7</b>                     |
| PRIMARY 2006        | 3270                     | 264               | 8.0                             |
| <b>PRIMARY 2008</b> | <b>3269</b>              | <b>745</b>        | <b>22.79</b>                    |
| PRIMARY 2010        | 3976                     | 1332              | 33.43                           |
| GENERAL 2010        | 3827                     | 1639              | 43.83                           |
| <b>PRIMARY 2012</b> | <b>4122</b>              | <b>2144</b>       | <b>52.0</b>                     |
| <b>GENERAL 2012</b> | <b>3948</b>              | <b>1869</b>       | <b>47.3</b>                     |
| PRIMARY 2014        | 4176                     | 1505              | 36.04                           |
| GENERAL 2014        | 4299                     | 2436              | 56.66                           |
| <b>PRIMARY 2016</b> | <b>4930</b>              | <b>2037</b>       | <b>41.32</b>                    |
| <b>GENERAL 2016</b> | <b>5176</b>              | <b>4104</b>       | <b>79.28</b>                    |
| PRIMARY 2018        | 5820                     | 2312              | 39.73                           |
| <b>PRIMARY 2020</b> | <b>7,043</b>             | <b>3138</b>       | <b>42.23</b>                    |

### **A YES VOTE MEANS**

A Yes vote means that the Town has accepted the results of the August 4, 2020 Primary Election.

**A NO VOTE MEANS**

A No vote means that the Town of Florence must reconvene to canvass the vote before August 24, 2020.

**FINANCIAL IMPACT:**

There is no fiscal impact to adopting Resolution No. 1747-20, approving the results of the 2020 Primary Election.

**ATTACHMENTS:**

Resolution No. 1747-20  
Voting Results  
Map

**Resolution No. 1747-20**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 4, 2020.**

**WHEREAS**, the Town of Florence, Pinal County, Arizona, did hold a Primary Election on the 4th day of August 2020, for the Mayor and three councilmembers; 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 voters for the Primary Election were 7420.

**THAT** the total number of ballots cast at said Primary Election, as shown by the poll lists or reported by Pinal County, was 3138.

**THAT** the number of mail ballots cast at the Primary Election were 2,622, which were verified.

**THAT** 13 ballots were rejected.

**THAT** the votes cast for candidates were as follows:

The votes cast for the candidates for Mayor were as follows:

| <b><u>Names</u></b> | <b><u>Votes</u></b> |
|---------------------|---------------------|
| Kyle A. Larsen      | 1,054               |
| Gary Pranzo         | 541                 |
| Tara Walter         | 1,417               |

Votes cast for the candidates for Councilmember are as follows:

| <b><u>Names</u></b> | <b><u>Votes</u></b> |
|---------------------|---------------------|
| John K. Johnston    | 729                 |
| Kristen Larsen      | 1,538               |
| Johnie Mendoza      | 977                 |
| Gary Mittendorf     | 823                 |
| Arthur "Snake" Neal | 1,120               |
| Jeff Reel           | 557                 |
| Bill Tanner         | 1,017               |
| Vallarie Woolridge  | 940                 |

**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:

Kristen Larsen

**THAT** it is hereby found, determined and declared of record, that the following Mayoral candidates did receive the next greatest number of votes of the electors of the town voting at said election and shall have their names placed on the general municipal election ballot of the Town of Florence, Pinal County, Arizona, to be held on the 3<sup>rd</sup> day of November 2020, and are hereby issued certificates of nomination:

Kyle A. Larsen  
Tara Walter

**THAT** it is hereby found, determined and declared of record, that the following Town Council candidates did receive the next greatest number of votes of the electors of the town voting at said election and shall have their names placed on the general municipal election ballot of the Town of Florence, Pinal County, Arizona, to be held on the 3<sup>rd</sup> day of November 2020, and are hereby issued certificates of nomination:

Johnie Mendoza  
Arthur "Snake" Neal  
Bill Tanner  
Vallarie Woolridge

**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 August 2020.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

PRIMARY ELECTION  
 PINAL COUNTY, ARIZONA  
 AUGUST 4, 2020

FINAL CUMULATIVE REPORT

|                                 | TOTAL VOTES | %     | EARLY | POLL | PROV |
|---------------------------------|-------------|-------|-------|------|------|
| Mayor TOWN OF FLORENCE          |             |       |       |      |      |
| (VOTE FOR) 1                    |             |       |       |      |      |
| (WITH 7 OF 7 PRECINCTS COUNTED) |             |       |       |      |      |
| Larsen, Kyle A. . . . .         | 1,054       | 34.90 | 841   | 213  | 0    |
| Pranzo, Gary J. . . . .         | 541         | 17.91 | 463   | 78   | 0    |
| Walter, Tara . . . . .          | 1,417       | 46.92 | 1,206 | 210  | 1    |
| WRITE-IN. . . . .               | 8           | .26   | 7     | 1    | 0    |
| Total . . . . .                 | 3,020       |       | 2,517 | 502  | 1    |
| Over Votes . . . . .            | 5           |       | 4     | 1    | 0    |
| Under Votes . . . . .           | 113         |       | 101   | 12   | 0    |

|                                 |       |       |       |       |   |
|---------------------------------|-------|-------|-------|-------|---|
| Council Member TOWN OF FLORENCE |       |       |       |       |   |
| (VOTE FOR) 3                    |       |       |       |       |   |
| (WITH 7 OF 7 PRECINCTS COUNTED) |       |       |       |       |   |
| Johnston II, John. . . . .      | 729   | 9.45  | 581   | 148   | 0 |
| Larsen, Kristen . . . . .       | 1,538 | 19.94 | 1,301 | 237   | 0 |
| Mendoza, Johnie . . . . .       | 977   | 12.67 | 807   | 170   | 0 |
| Mittendorf, Gary . . . . .      | 823   | 10.67 | 705   | 118   | 0 |
| Neal, Arthur "Snake". . . . .   | 1,120 | 14.52 | 898   | 221   | 1 |
| Reel, Jeff . . . . .            | 557   | 7.22  | 471   | 86    | 0 |
| Tanner, Bill . . . . .          | 1,017 | 13.19 | 874   | 143   | 0 |
| Woolridge, Vallarie . . . . .   | 940   | 12.19 | 841   | 99    | 0 |
| WRITE-IN. . . . .               | 12    | .16   | 11    | 1     | 0 |
| Total . . . . .                 | 7,713 |       | 6,489 | 1,223 | 1 |
| Over Votes . . . . .            | 30    |       | 24    | 6     | 0 |
| Under Votes . . . . .           | 1,671 |       | 1,353 | 316   | 2 |

JURISDICTIONAL CANVASS

TOWN OF FLORENCE

01 = BALLOTS CAST

VOTES PERCENT

3,138

Mayor TOWN OF FLORENCE

(VOTE FOR) 1

02 = Larsen, Kyle A.

03 = Pranzo, Gary J.

04 = Walter, Tara

05 = WRITE-IN

06 = OVER VOTES

07 = UNDER VOTES

VOTES PERCENT

1,054 34.90

541 17.91

1,417 46.92

8 .26

5

113

|                        | 01   | 02  | 03  | 04  | 05 | 06 | 07 |
|------------------------|------|-----|-----|-----|----|----|----|
| 0023 23 Florence North | 756  | 183 | 219 | 318 | 2  | 2  | 32 |
| 0024 24 Florence South | 451  | 99  | 140 | 187 | 3  | 1  | 21 |
| 0025 25 Cactus Forest  | 0    | 0   | 0   | 0   | 0  | 0  | 0  |
| 0027 27 Poston Butte   | 1929 | 772 | 181 | 911 | 3  | 2  | 60 |
| 0051 51 Superior West  | 1    | 0   | 0   | 1   | 0  | 0  | 0  |
| 0060 60 Blackwater     | 0    | 0   | 0   | 0   | 0  | 0  | 0  |
| 0070 70 Copper Basin   | 1    | 0   | 1   | 0   | 0  | 0  | 0  |

JURISDICTIONAL CANVASS

TOWN OF FLORENCE

Council Member TOWN OF FLORENCE  
(VOTE FOR) 3

- 01 = Johnston II, John
- 02 = Larsen, Kristen
- 03 = Mendoza, Johnie
- 04 = Mittendorf, Gary
- 05 = Neal, Arthur "Snake"
- 06 = Reel, Jeff

VOTES PERCENT

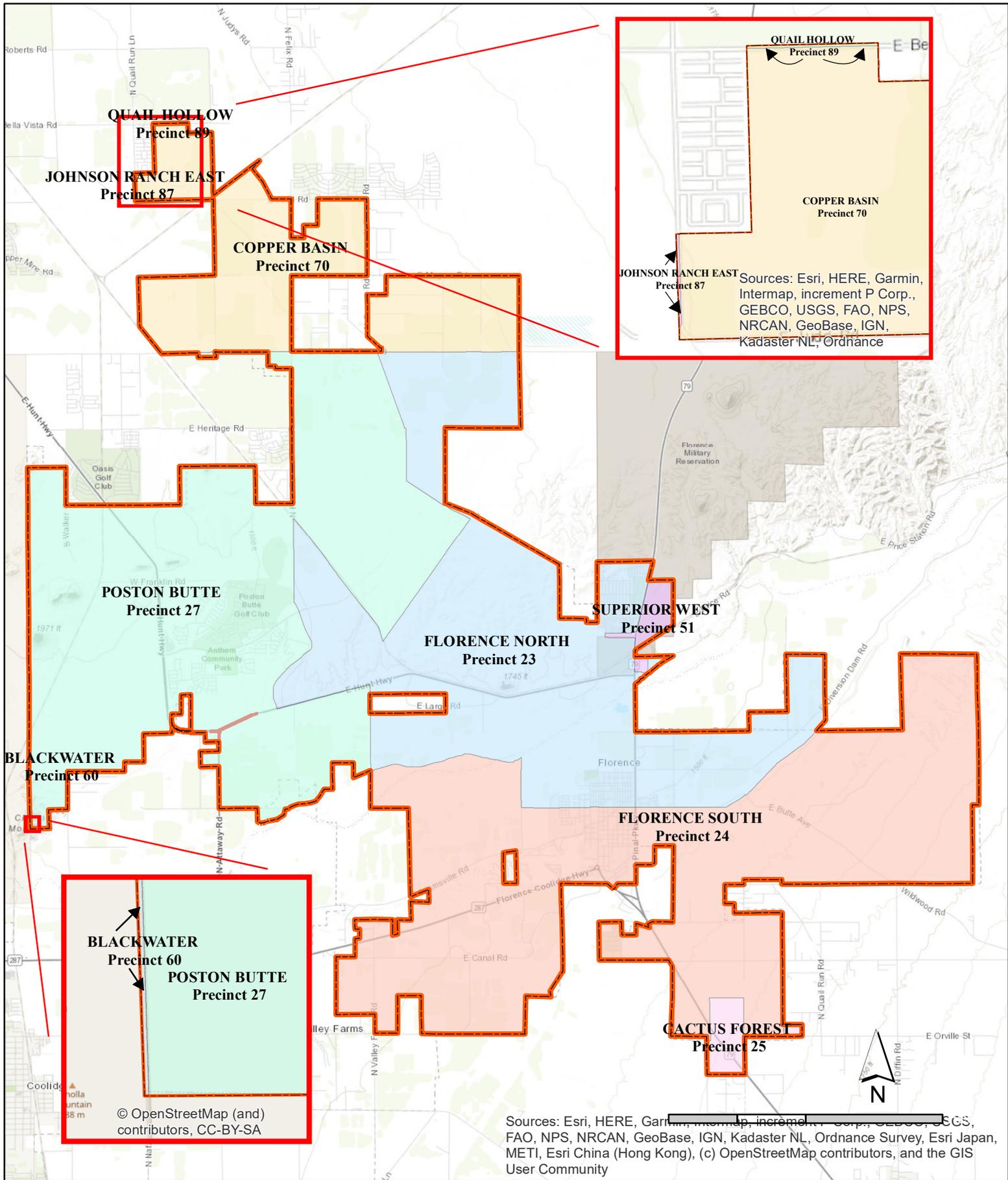
VOTES PERCENT

729 9.45  
1,538 19.94  
977 12.67  
823 10.67  
1,120 14.52  
557 7.22

- 07 = Tanner, Bill
- 08 = Woolridge, Vallarie
- 09 = WRITE-IN
- 10 = OVER VOTES
- 11 = UNDER VOTES

1,017 13.19  
940 12.19  
12 .16  
30  
1,671

|                        | 01  | 02   | 03  | 04  | 05  | 06  | 07  | 08  | 09 | 10 | 11   |
|------------------------|-----|------|-----|-----|-----|-----|-----|-----|----|----|------|
| 0023 23 Florence North | 223 | 307  | 237 | 132 | 325 | 176 | 209 | 262 | 4  | 3  | 390  |
| 0024 24 Florence South | 186 | 140  | 125 | 49  | 310 | 94  | 86  | 164 | 4  | 9  | 186  |
| 0025 25 Cactus Forest  | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0  | 0  | 0    |
| 0027 27 Poston Butte   | 319 | 1090 | 615 | 642 | 484 | 287 | 722 | 513 | 4  | 18 | 1093 |
| 0051 51 Superior West  | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 1   | 0  | 0  | 2    |
| 0060 60 Blackwater     | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0  | 0  | 0    |
| 0070 70 Copper Basin   | 1   | 1    | 0   | 0   | 1   | 0   | 0   | 0   | 0  | 0  | 0    |



# TOWN OF FLORENCE VOTER PRECINCT

