

**TOWN OF FLORENCE
REGULAR MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY, APRIL 15, 2013, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

- 2. ROLL CALL: Mayor Rankin___; Vice-Mayor Smith___;
Councilmembers: Tom Celaya___; Bill Hawkins___;
Ruben Montaña___; Tara Walter___; Vallarie Woolridge___;**

3. INVOCATION PERFORMED BY REVEREND DR. EDWARD KAVIMBA LUNGU, GRACE BIBLE REFORMED CHURCH.

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 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. ADJOURNMENT TO THE MERRILL RANCH FACILITIES DISTRICT NO. 2 BOARD MEETING

- a. Public Hearing on a Feasibility Report for Projects in Assessment Area Five - Units 22A & 22B)**
- b. Consideration and Possible Adoption of Resolution No. MRCFD2 No. 221-13: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FIVE – UNITS 22A & 22B) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT; AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT; APPROVING SUCH FEASIBILITY REPORT AND RESOLVING THE INTENT THEREFOR; ORDERING THE WORK WITH RESPECT THERETO; APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA FIVE AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT.**

7. ADJOURNMENT FROM THE MERRILL RANCH FACILITIES DISTRICT NO. 2 BOARD MEETING

8. PRESENTATIONS

- a. **Proclamation naming** April 2013 as Fair Housing Month in the Town of Florence, Arizona.
- b. **Proclamation naming** April 14-20, 2013 as Week of the Young Child in the Town of Florence, Arizona.
- c. **Proclamation naming** the week of April 14 through April 20, 2013 as National Public Safety Telecommunicator's Week, in the Town of Florence, Arizona.
- d. **Proclamation naming** April 26, 2013 as Arbor Day in the Town of Florence, Arizona.

9. CONSENT: All items indicated by an (*) will be handled by a single vote as part of the Consent Agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. ***Authorization to purchase** Personnel Protective Equipment from United Fire Equipment Company, in an amount not to exceed \$72,355.
- b. ***Authorization to dispose** of equipment listed on the April 15, 2013, Request for Council Action Form, per Town Policy.
- c. ***Appointment of Talma Beal Harmon** to the Library Advisory Board with a term to expire December 31, 2014.
- d. ***Approval of accepting** the register of demands ending March 31, 2013, in the amount of \$1,412,324.66.
- e. ***Approval of the February 12, February 25, March 4, March 18, and April 1, 2013, Town Council minutes.**
- f. ***Receive and file the following board and commission minutes:**
 - I. **October 24, 2012** Historic District Advisory Commission Minutes.
 - II. **December 19, 2012** Joint-Use Library Advisory Board Minutes.
 - III. **December 6, 2012** Planning and Zoning Commission Minutes.

10. NEW BUSINESS

- a. **Ordinance No. 595-13: First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO PROVIDE INCREASES IN NEW RATES AND FEES FOR WATER AND WASTEWATER TREATMENT.**

- b. **Resolution No. 1390-13:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REVISING THE PERSONNEL POLICIES AND DATED THE 15TH DAY OF APRIL 2013, EFFECTIVE JULY 1, 2013.

11. CALL TO THE PUBLIC

12. CALL TO THE COUNCIL

13. ADJOURNMENT

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

POSTED THE 11th DAY OF APRIL 2013, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

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

Merrill Ranch Community Facilities District No. 2	REQUEST FOR DISTRICT BOARD ACTION	<u>AGENDA ITEM</u> 6.
<p>Meeting Date: April 15, 2013</p> <p>Department Submitting: Becki Guilin District Treasurer</p> <p>Item Title: Community Facilities District No 2-Unit 22A and 22B - Notice of Public Hearing on Feasibility Report and Adoption of Resolution No. MRCFD2 221-13</p>		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Other
<p><u>BACKGROUND</u></p> <p>Formation of Merrill Ranch Community Facilities District No. 2 was approved on December 19, 2005, by the Town, upon request of Pulte Homes Corporation, as the owner of all the land with the District upon formation. The District is located within the municipal boundaries of the Town.</p> <p>The District is proposing assessments on Unit 22A and 22B in Merrill Ranch Community Facilities District No. 2. This unit does not have prior special assessments within the unit. This will be Assessment Area 5 in CFD No. No. 2.</p> <p>The proposed assessments are related to local improvements within the assessment area.</p> <p>The property is levied an ad valorem tax for regional improvements within CFD. No. 2.</p>		
<p><u>DISCUSSION</u></p> <p>Unit 22A and 22B are new sub-districts of Merrill Ranch Community Facilities District No. 2. The sub-district consists of 55 acres and is located in Assessment Area Five. Unit 22A is located off of Spirit Way along CFD No. 2 north-eastern border. Unit 22B is located north of Unit 22A along Spirit Way along CFD No. 2 north-eastern border.</p> <p>Unit 22A and 22B within Merrill Ranch Community Facilities District No. 2 is being modified to 159 individual lots, which have been platted. The modification transfers the liability to the individual lots allowing for these lots to be sold.</p> <p>Street Improvements consist of paving, curb and gutter, and sidewalk, storm drain and drainage structures identified within the Feasibility Report. Total cost of improvements is \$1,185,054.</p>		

Assessment Area Five Projects	Estimated Costs
1. Engineering	\$386,108
2. Municipal Fees	100,100
3. Storm Drain	119,450
4. Street Improvements	<u>579,396</u>
 Total Assessment Area Projects	 <u>\$1,185,054</u>

The street improvements are scheduled for completion as follows:

TIMETABLE FOR COMPLETION OF THE PROJECTS

Project	Estimated Completion Date
1. Engineering	Completed
2. Municipal Fees	6/1/13
3. Storm Drain	8/1/13
4. Street Improvements	9/1/13

A resolution is required to approve and authorize the execution and delivery of an amendment and waivers for district development, financing participation and intergovernmental agreement, authorize and ratify the giving notice of hearing with respect to approving a feasibility report which includes projects, areas to be benefited, the expected method of financing and the system of providing revenues to operate and maintain the projects, approving the feasibility report and resolving the intent and ordering the work.

FISCAL IMPACT

Each owner will be assessed \$3,500 per lot. Total assessment is estimated at \$556,500. Bonds have a 25 year maturity with the first year being interest only and the principal amount amortized over the remaining 24 years. Average annual payments will be approximately \$330, split in to 2 payments of 1st-Interest only for 6 months, 2nd-Interest for 6 months and 1 full year of principal. This assessment area is being handled under the new provision in the statutes for payment of assessments. Bonding will occur at a later date.

ALTERNATIVES

Do not approve

RECOMMENDATION

Adopt Resolution MRCFD2 No. 221 -13.

ATTACHMENTS:

Resolution No. MRCFD2 221-13

Feasibility Report

Methodology of Assessment

Parcels by address

5th Amendment and Waivers

RESOLUTION NO. MRCFD2 ___221-13

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2)

A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FIVE - UNITS 22A & 22B) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2); AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT WHICH INCLUDES IDENTIFYING THE PUBLIC INFRASTRUCTURE OF THE PROJECTS, THE AREAS TO BE BENEFITTED, THE EXPECTED METHOD OF FINANCING AND THE SYSTEM OF PROVIDING REVENUES TO OPERATE AND MAINTAIN THE PROJECTS, ALL AS PROVIDED IN SUCH REPORT; APPROVING SUCH FEASIBILITY REPORT AND RESOLVING THE INTENT THEREFOR; ORDERING THE WORK WITH RESPECT THERETO; APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA FIVE AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT

BE IT RESOLVED BY THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 as follows:

1. Findings.

a. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "Act"), and Section 9-500.05, Arizona Revised Statutes, as amended, the Town of Florence, Arizona (hereinafter called the "Municipality"), Merrill Ranch Community Facilities District No. 2 (hereinafter called the "District") and the owner of the portions of the real property included within the District affected hereby (hereinafter called the "Owner"), among other parties entered into a District Development,

Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005, which has subsequently been amended by a First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, a Second Amendment and Waivers (Assessment Area Two), dated as of April 1, 2008, a Third Amendment and Waivers (Assessment Area Three - Unit 40), dated as of November 1, 2009, and a Fourth Amendment and Waivers (Assessment Area Four - Unit 20), dated as of February 1, 2010 (as so amended hereinafter referred to as the "Original Development Agreement"), to specify, among other things, conditions, terms, restrictions and requirements for public infrastructure (as such term is defined in the Act) and the financing of public infrastructure, particularly with regard to the property which makes up the real property included within the District (hereinafter referred to as the "Property"), matters relating to the construction of certain public infrastructure by the District and the acceptance thereof by the Municipality.

b. It has been determined that the Original Development Agreement needs to be amended and subjected to certain waivers to reflect certain amendments and waivers necessary for the Original Development Agreement to serve the purposes hereof, and the district board of the District (hereinafter referred to as the "District Board") has determined to enter into a Fifth Amendment and Waivers (Assessment Area Five - Units 22A & 22B) for District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), to be dated as of April 1, 2013 (hereinafter referred to as the "Fifth Amendment"), for such purpose.

c. Further, pursuant to the Act, the District Board caused to be prepared a study of the feasibility and benefits of the projects relating to certain public infrastructure provided for in the General Plan of the District heretofore approved by the Municipality and the District, such study having included a description of certain public infrastructure to be acquired or constructed and all other information useful to understand the projects, a map showing, in general, the location of the projects, an estimate of the cost to construct, acquire, operate and maintain the projects, an estimated schedule for completion of the projects, a map or description of the area to be benefitted by the projects and a plan for financing the projects (hereinafter referred to as the "Report"). A public hearing on the Report was held on the date of, but prior to, the adoption of this Resolution, after provision for publication and mailing to the governing board of the Municipality of notice thereof as provided by law.

d. Pursuant to Section 48-721, Arizona Revised Statutes, as amended, the District Board, by resolution and pursuant to the procedures prescribed by the Original Development Agreement as amended by the Fifth Amendment (as so amended, hereinafter referred to as the "Development Agreement"), may levy an assessment of the costs of the public infrastructure purposes as provided for in the Development Agreement and in the Report and with respect to the intent therefor and the ordering of certain work with respect thereto (hereinafter referred to as the "Area Five Work") resolved in this Resolution on the area of the Property to be assessed for the costs

and expenses thereof (hereinafter referred to as the "Area Five Assessed Property") based on the benefit determined by the District Board to be received by the Area Five Assessed Property, in each case as more fully described herein.

e. The District Board has determined special assessment lien bonds of the District (hereinafter referred to as the "Bonds") may be issued in the future if certain conditions are met with respect to the Area Five Work pursuant to the provisions of the Development Agreement, in the name of the District, but payable only out of a special fund collected by the District from special assessments levied upon the lots, tracts, pieces and parcels of land included within the Area Five Assessed Property, in not to exceed twenty-five (25) annual installments from the assessment of Twenty-Five Dollars (\$25.00) or over remaining unpaid as of the date of the Bonds as provided by the Development Agreement. The Bonds shall bear interest at rates not to exceed ten percent (10%) per annum from their date, payable on the first day of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement and that neither the District nor the Municipality is required to purchase delinquent land at sale if there is no other purchaser, as described in Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended, save and except that the method of collection of such assessments shall be as provided in Sections 48-600 to 48-607, both inclusive, Arizona Revised Statutes,

as amended, and not as provided in Section 48-608, Arizona Revised Statutes, as amended.

f. In the meantime, the District Board has determined that the installments of such special assessments so collected in such special fund shall be paid to the Owner for the costs of public infrastructure purposes until, if ever, the Bonds are issued for such purposes and that, until the Bonds are issued, such assessments shall bear interest, all as provided in the Development Agreement.

g. The District Board, pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as amended, as nearly as practicable, and the other procedures the District Board has provided in the Development Agreement, will cause to be levied an assessment of the costs of the Area Five Work (hereinafter referred to as the "Area Five Assessment") on the Area Five Property, and, in that respect, the Owner has waived certain matters and agreed to certain other matters with respect thereto pursuant to the Development Agreement, including as to the manner in which the Area Five Assessments are to be allocated as the Area Five Assessed Property is to be divided into more than one parcel and is to be prepaid and reallocated.

h. Pursuant to this Resolution, the District Board (i) resolves its intent with respect to and orders the Area Five Work, (ii) determines that the Fifth Amendment should be executed and delivered and then, as provided in the Fifth Amendment, that the Bonds may be issued to represent the costs and expenses thereof,

(iii) declares the Area Five Work to be of more than local or ordinary public benefit and that the costs and expenses thereof be assessed upon the Area Five Property and (iv) provides that the Area Five Work be performed under the provisions of the Act, the Development Agreement and the Report, the Area Five Assessed Property to be assessed and the Bonds to be issued being more fully described in the Development Agreement, the Report and this Resolution (hereinafter referred to as, collectively, the "Resolution of Intention Documents") to which reference is hereby made for such description.

i. Pursuant to this Resolution, the District Board finds and determines that it had jurisdiction to order the Area Five Work and orders that the Area Five Work be done as described in the Resolution of Intention Documents and in accordance with the "Area Five Work Plans and Specifications" which are included in the Report. Pursuant to the Development Agreement, the Owners have waived or otherwise agreed to the satisfaction of, among other things, any publication, posting, protest or objection right or obligation or hearing right or obligation with respect to the Resolution of Intention Documents.

j. There have been placed on file with the District Clerk and presented in connection herewith the proposed form of the Fifth Amendment.

k. Willdan & Associates, Inc. (hereinafter called the "Assessment Engineers") have prepared and presented to the District Board (i) duplicate diagrams of the Area Five Assessed Property (hereinafter referred to as the "Diagram"), a form of such diagram

being attached hereto and marked as Exhibit "A" and (ii) the method by which the Assessment Engineers have allocated the assessment which is the subject of the Diagram, such methodology being attached hereto and marked as Exhibit "B" (hereinafter referred to as the "Method of Assessment").

1. Pursuant to this Resolution, the Diagram and the Method of Assessment will be approved and adopted and the levy of the Area Five Assessments will be ordered. No direction will be given that demand be made on the owners of the Area Five Assessed Property so assessed for payment of the Area Five Assessments as such owners waived such right pursuant to the Development Agreement. The District Manager will levy and record the Area Five Assessments for the District and execute a warrant to the District Treasurer to collect the amounts with respect to the Assessment (hereinafter referred to as the "Warrant"). Thereafter, the Warrant and the Area Five Assessments will be returned by the District Treasurer as prescribed by law. The certified list of unpaid amounts with respect to the Area Five Assessments will be filed with the District Clerk by the District Manager.

2. a. Approval of Fifth Amendment. The Fifth Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Chairperson of the District Board, with the advice of the District Manager and the District Counsel, shall authorize, the execution and delivery of the Fifth Amendment to be conclusive evidence of

the propriety of such document and the authority of the person or persons executing the same.

b. Completion of Fifth Amendment. The District Manager or his designee is hereby authorized to complete the Fifth Amendment by including the appropriate materials as necessary therein.

c. Execution of Fifth Amendment. The Chairperson of the District Board, with the advice of the District Manager and the District Counsel, is hereby authorized and directed to execute, and the District Clerk to attest, the Fifth Amendment on behalf of the District.

3. Authorization and Ratification of Notice of Hearing on Report. Notice of the public hearing on the Report provided by the District Manager and attached hereto and marked as Exhibit "C" (hereinafter referred to as the "Notice") is hereby authorized and ratified in all respects as well as the mailing of the Report and the Notice to the governing body of the Municipality. The providing of the Notice as provided by law and as caused by the District Manager is hereby authorized and ratified.

4. a. Preparation of Report. The preparation of the Report is hereby ratified and confirmed. (Upon completion of a draft of the Report, the Report, marked in a conspicuous fashion "**DRAFT**," was submitted to the District Board and the Owner for their review and comment.)

b. Approval of Report. After review of the Report and based on the public hearing held by the District Board on even date herewith and the mailing of the Report to the governing body of

the Municipality, the Report is hereby approved in the form submitted to the District Board.

c. Resolving Intent. The District Board hereby declares (1) its intent as required by Section 48-715, Arizona Revised Statutes, as amended, and for purposes of Section 48-721(A), Arizona Revised Statutes, as amended, and as set forth in the Development Agreement, to take such reasonable actions as may be necessary to cause the results contemplated by and set forth in the Report, including particularly the acquisition of the public infrastructure projects for the benefit of the areas described in the Report and the consummation of the expected method of financing and an appropriate system of providing revenues to maintain such projects, all as provided in the Report, and (2) that the Area Five Work shall result in proportionate, beneficial use, principally to the land with the geographical limits of the Area Five Assessed Property.

d. Work, Plans and Specifications and Estimates.
(1) The public interest or convenience requires, and it is the intention of the District Board, to order the Area Five Work described in substantial form in the Report including the "Area Five Work Plans and Specifications" which are included in the Report (hereinafter referred to as, collectively, the "Area Five Work Plans and Specifications").

(2) The Area Five Work shall be performed substantially in accordance with the Act, the Development Agreement and the Report including the Area Five Work Plans and Specifications.

(3) The estimate of the cost and expense of the Area Five Work included in the Report (hereinafter referred to as the

"Area Five Estimate") is hereby approved, and the Area Five Estimate is hereby adopted by the District Board.

e. Assessment Area. (1) The Area Five Work, in the opinion of the District Board, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of land comprising the Area Five Assessed Property, and the District Board hereby makes and orders the cost and expense of the Area Five Work chargeable upon the Area Five Assessed Property and hereby declares that the Area Five Assessed Property benefitted by the Area Five Work and to be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom, is described and bounded as so set forth.

(2) The District shall not assess the costs and expenses of the Area Five Work which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the Area Five Assessed Property and if a portion of the costs and expenses of the Area Five Work is for the general public benefit, the District shall assess the respective lots, pieces and parcels of land located within the boundaries of the Area Five Assessed Property only that portion of costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the Area Five Assessed Property.

f. Public Property. The District Board hereby declares that any lot belonging to the United States, the State of Arizona, the Municipality, a county, school district or any political subdivision or institution of the State of Arizona or county included

within the boundaries of the Area Five Assessed Property shall be omitted from the assessment hereafter to be made, and the total expense of the Area Five Work shall be assessed on the remaining lots lying within the boundaries of the Area Five Assessed Property except to the extent the State of Arizona, the Municipality, county, school district or any political subdivision or institution of the State of Arizona or county shall contract with the District to pay any such assessment.

g. Execution and Delivery of Fifth Amendment. The District Board hereby finds that the public convenience requires that the Fifth Amendment as described in the Report and the Development Agreement shall be executed and delivered to represent the cost and expenses of the Area Five Work and determine that the amounts payable pursuant to the Fifth Amendment be so payable under the provisions of the Act, in the name of the District, but payable only out of a special fund collected by the District from special assessments levied upon the lots, tracts, pieces and parcels of land included within the Area Five Assessed Property, in not to exceed twenty-five (25) annual installments from the assessment of Twenty-Five Dollars (\$25.00) or over remaining unpaid as of the date, subject to prepayment, all as provided by the Fifth Amendment. The principal amount payable pursuant to the Fifth Amendment shall not exceed \$553,000 which shall be equal to or less than the amount certified to the District Clerk as the amount of the Area Five Assessments remaining unpaid. The unpaid amounts of such assessments shall bear interest at rates not to exceed ten percent (10%) per annum from their date, payable on the first day

of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement and that neither the District nor the Municipality is required to purchase delinquent land at sale if there is no other purchaser, as described in Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended, save and except that the method of collection of such assessments shall be as provided in Sections 48-600 to 48-607, both inclusive, Arizona Revised Statutes, as amended, and not as provided in Section 48-608, Arizona Revised Statutes, as amended.

h. Publication. The publication of the Notice shall be in lieu of the posting and publication of this Resolution.

i. Waiver, Acceptance. Pursuant to the Development Agreement, the Owner has waived any and all rights of the Owner to file (1) written protests against the construction of the Area Five Work or (2) objections to the extent of the Area Five Assessed Property. Such waivers are hereby accepted by the District Board, and the District Board is proceeding in reliance on such waivers.

j. Ordering the Work. Based on the foregoing, the Area Five Work is hereby ordered in accordance with the Area Five Work Plans and Specifications and the Development Agreement.

5. a. Approval of Diagram. The Diagram, as prepared and presented to the District Board, is hereby approved by the District Board.

b. Approval of Method and Levy of Assessment. The Method of Assessment, as prepared and presented to the District Board, is hereby approved by the District Board and the levy of the Area Five Assessments in amounts not in excess of those described therein and to result therefrom is hereby approved in accordance with the Method of Assessment, the Area Five Assessments being hereby declared to be based on the benefit to be received by the Area Five Assessed Property.

c. Certification and Delivery. The District Clerk be and she hereby is authorized and directed to certify that the Diagram was approved by the District Board on this date, and after such certification the District Clerk be and she hereby is authorized and directed to deliver the Diagram to the District Manager.

d. Demand and Certification. No demand shall be made on the owners of the Area Five Property so assessed for payment of the Area Five Property as such owners waived such right pursuant to the Development Agreement. The District Treasurer is directed to certify to the District Clerk that nothing was collected and that the Area Five Assessments remain unpaid in full.

6. a. Assessments. The amounts due pursuant to the Area Five Assessments and unpaid are and shall be a first lien on the Area Five Assessed Property so assessed, subject only to general property taxes and prior special assessments and shall be collected as prescribed by Sections 48-599 and 600, Arizona Revised Statutes, as amended, as nearly as practicable or such other procedures as the Board may prescribe. In the event of nonpayment of amounts due

pursuant to the Area Five Assessments and, except as otherwise provided herein, the procedures for collection of delinquent amounts and sale of delinquent property prescribed by Sections 48-601 through 48-607, Arizona Revised Statutes, as amended, apply, as nearly as practicable, except that neither the District nor the Municipality is required to purchase the delinquent land at the sale if there is no other purchaser.

b. Obligations of Municipality. Nothing contained in this Resolution, the Development Agreement (specifically as amended by the Fifth Amendment) or any other instrument shall be construed as obligating the Municipality, except to the extent provided in such documents or instruments, or as incurring a charge upon the general credit of the Municipality nor shall the breach of any agreement contained in this Resolution, the Development Agreement or any other instrument or documents executed in connection therewith impose any charge upon the general credit of the Municipality.

7. a. Repeal of Resolution. After the Fifth Amendment is executed and delivered, this Resolution shall be and remain irrepealable until the unpaid principal amounts due thereunder and the interest thereon shall have been fully paid, canceled and discharged.

b. Severability; Amendment; Ratification. (1) If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

(2) This Resolution may only be amended as provided by the terms of the Indenture.

(3) All prior acts of the District Board, of the District Manager and of the District Treasurer with respect to all matters concerning the District Resolution, the Development Agreement, the Report, the Resolution of Intention Documents, the Area Five Assessments, the Area Five Warrant and this Resolution are hereby ratified and confirmed.

c. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of Merrill Ranch Community
Facilities District No. 2 this 15th day of April, 2013.

.....
Chairperson, District Board, Merrill
Ranch Community Facilities District
No. 2

ATTEST:

.....
District Clerk, Merrill Ranch
Community Facilities District
No. 2

APPROVED AS TO FORM:

.....
District Counsel, Merrill Ranch
Community Facilities District
No. 2

ATTACHMENTS:

- EXHIBIT A - Area Five Assessment Diagram
- EXHIBIT B - Area Five Method of Assessment
- EXHIBIT C - Form of Notice of Hearing on Report

* * *

EXHIBIT A

AREA FIVE ASSESSMENT DIAGRAM

EXHIBIT B

AREA FIVE METHOD OF ASSESSMENT

EXHIBIT C

FORM OF NOTICE OF HEARING ON REPORT

NOTICE FOR HEARING REQUIRED BY A.R.S. § 48-715 ON REPORT OF THE FEASIBILITY AND BENEFITS OF CERTAIN PROJECTS TO BE FINANCED WITH THE PROCEEDS OF SPECIAL ASSESSMENTS LEVIED AND COLLECTED WITHIN AN AREA OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AND OF THE ADOPTION OF THE RESOLUTION OF INTENTION WITH RESPECT TO CERTAIN PUBLIC INFRASTRUCTURE PURPOSES DESCRIBED IN SUCH STUDY

Pursuant to Section 48-715, Arizona Revised Statutes, as amended, notice is hereby given that a public hearing on the report of the feasibility and benefits of projects to be financed with the proceeds of special assessments levied and collected within an area of Merrill Ranch Community Facilities District No. 2 shall be held by the District Board on April 15, 2013, at approximately 6:00 p.m. (Arizona time), or immediately preceding the meeting of the Mayor and Common Council of the Town of Florence, Arizona, on the same date in the Council Chambers located at 775 North Main Street, Florence, Arizona. Such feasibility report and further information relating thereto are on file with the Town Clerk of the Town of Florence, Arizona/District Clerk of Merrill Ranch Community Facilities District No. 2, 775 North Main Street, Florence, Arizona 85232, telephone number: (520) 868-7552. **THE MATTERS IN THE STUDY OF FEASIBILITY AND BENEFITS RELATING TO THE "WORK" AND THE "ESTIMATE" AND THE "PLANS AND SPECIFICATIONS" RELATING THERETO ARE ALSO THE SUBJECT OF THE RESOLUTION OF INTENTION RELATING TO THE WORK TO BE ADOPTED SIMULTANEOUSLY WITH THE RESOLUTION APPROVING SUCH STUDY OF FEASIBILITY AND BENEFITS AFTER SUCH HEARING, SUCH RESOLUTION DECLARING THAT SUCH DISTRICT WILL PROVIDE THE WORK, ISSUE BONDS OR INCUR OTHER OBLIGATIONS FOR SUCH PURPOSE AND ASSESS THE COSTS AND EXPENSES THEREOF AGAINST THE AREA IN SUCH DISTRICT DESCRIBED IN SUCH STUDY OF FEASIBILITY AND BENEFITS. THERE SHALL NOT BE A SEPARATE PUBLIC HEARING WITH RESPECT TO SUCH RESOLUTION OF INTENTION. SUCH BONDS OR OTHER OBLIGATIONS SHALL BE INCURRED PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AGREEMENT, IN THE NAME OF THE DISTRICT, BUT PAYABLE ONLY OUT OF A SPECIAL FUND COLLECTED BY THE DISTRICT FROM SPECIAL ASSESSMENTS LEVIED UPON THE LOTS, TRACTS, PIECES AND PARCELS OF LAND INCLUDED WITHIN SUCH AREA, IN NOT TO EXCEED TWENTY-FIVE (25) ANNUAL INSTALLMENTS FROM THE ASSESSMENT OF TWENTY-FIVE DOLLARS (\$25.00) OR OVER REMAINING UNPAID AS OF THE DATE OF INCURRENCE THEREOF AS PROVIDED BY THE DEVELOPMENT AGREEMENT. SUCH BONDS OR OTHER OBLIGATIONS SHALL BEAR INTEREST AT RATES NOT TO EXCEED TEN PERCENT (10%) PER ANNUM FROM THEIR DATE, PAYABLE ON THE FIRST DAY OF JANUARY AND JULY OF EACH YEAR AND SHALL BE PAYABLE IN THE MANNER AND BE SUBJECT TO THE PROVISIONS AS TO COLLECTION OF ASSESSMENTS FOR THE PAYMENT THEREOF, EXCEPT AS OTHERWISE DESCRIBED IN THE**

DEVELOPMENT AGREEMENT AND THAT NEITHER THE DISTRICT NOR THE MUNICIPALITY IS REQUIRED TO PURCHASE DELINQUENT LAND AT SALE IF THERE IS NO OTHER PURCHASER, AS DESCRIBED IN TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED, SAVE AND EXCEPT THAT THE METHOD OF COLLECTION OF SUCH ASSESSMENTS SHALL BE AS PROVIDED IN SECTIONS 48-600 TO 48-607, BOTH INCLUSIVE, ARIZONA REVISED STATUTES, AS AMENDED, AND NOT AS PROVIDED IN SECTION 48-608, ARIZONA REVISED STATUTES, AS AMENDED.

Dated this 4th day of April 2013.

/s/ Charles Montoya.....
District Manager, Merrill Ranch
Community Facilities District No. 2

**MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2
(Florence, Arizona)**

**FEASIBILITY
REPORT**

Not to Exceed \$556,500
(Assessment Area Five - Unit 22A & 22B)

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SECTION ONE

**INTRODUCTION,
PURPOSE OF FEASIBILITY REPORT,
GENERAL DESCRIPTION OF DISTRICT
AND ASSESSMENT AREA**

INTRODUCTION

This Feasibility Report (this "Report") has been prepared by engineers and other qualified persons for presentation to the District Board (the "Board") of Merrill Ranch Community Facilities District No. 2 (the "District") in connection with the proposed incurrence by the District of a special assessment lien installment purchase agreement which is incorporated in the herein after described Development Agreement with respect to certain public infrastructure (as defined in A.R.S. §48-701) to be financed pursuant to the Development Agreement (the "Projects") and of the plan for financing the Projects in accordance with the provisions of A.R.S. §48-715 and is considered part of (i) the statement of the estimated costs and expenses of the amounts to be financed through the incurrence of the Development Agreement and (ii) the plans and specifications for purposes of levying the assessment from which the Development Agreement are to be repaid, in each case for all purposes of and pursuant to the Community Facilities Act of 1989, Title 48, Chapter 4, Article 6 of Arizona Revised Statutes, as amended, (the "Act").

PURPOSE OF FEASIBILITY REPORT

Pursuant to A.R.S. §48-715, this Report includes (i) a description of the Projects which are to be acquired (Section Two); (ii) a map showing, in general, the location of the Projects (Section Three), (iii) an estimate of the cost to acquire, operate, and maintain the Projects (Section Four); (iv) an estimated schedule for completion of the Projects (Section Five); (v) a map or description of the area to be benefited by the Projects (Section Six); and (vi) a plan for financing the Projects (Section Seven).

THIS REPORT HAS ALSO BEEN PREPARED AS PART OF THE DECLARATION OF INTENT FOR PURPOSES OF A.R.S. § 48-721(A) AND THE HEREINAFTER DESCRIBED DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT, DATED AS OF NOVEMBER 1, 2005, AS AMENDED BY THE FIRST AMENDMENT AND WAIVERS (ASSESSMENT AREA ONE), DATED AS OF FEBRUARY 1, 2006, THE SECOND AMENDMENT AND WAIVERS (ASSESSMENT AREA TWO - UNIT 29), DATED AS OF APRIL 1, 2008, THE THIRD AMENDMENT AND WAIVERS (ASSESSMENT AREA THREE - UNIT 40), DATED AS OF NOVEMBER 1, 2008, THE FOURTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FOUR - UNIT 20), DATED AS OF FEBRUARY 1, 2010 AND THE FIFTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FIVE - UNIT 22A & 22B), TO BE DATED AS OF _____, 2013 (AS SO AMENDED, THE "DEVELOPMENT AGREEMENT") WITH RESPECT TO THE ACQUISITION OF THE PROJECTS FOR THE BENEFIT OF THE AREAS DESCRIBED IN THIS REPORT. On the date this Report is approved, the Board will resolve, among other things, that (i) the public interest or convenience requires, and it is the intention of the Board, to order the Projects described in substantial form in this Report, (ii) the Projects shall be performed substantially in accordance with this Report and specific plans and specifications relating to the Projects, forms of which are filed with this Report for each of the types of the Projects and the contents of which are incorporated by this reference (the "Plans and Specifications"); (iii) the Estimate (as such term is defined herein) is approved and adopted by the Board; (iv) the Projects described substantially in the Plans and Specifications shall be performed as provided in the Development Agreement; (v) the Projects are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of land within the portion of the District described in Section Six and in the Appendix hereto (the "Assessment Area") and the costs and expenses of the Projects will be charged upon the Assessment Area which shall be benefited by the Projects and assessed to pay the costs and expenses thereof in proportion to the benefit derived therefrom; (vi) the public convenience requires that the Development Agreement shall be incurred to represent the costs and expenses of the Projects, in the name of the District, but payable only out of a special fund collected by the District from installments of the assessment levied upon the lots, tracts,

pieces and parcels of land included within the Assessment Area, in not to exceed twenty-five (25) annual installments from the assessment of twenty-five dollars (\$25.00) or over remaining unpaid as provided by the Development Agreement and (vii) the Development Agreement shall bear interest at the rate of not to exceed twelve percent (12%) per annum, payable on the first day of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement, and neither District nor the Town of Florence, Arizona (the "Town"), is required to purchase delinquent land at sale if there is no other purchaser, as described in A.R.S. Title 48, Chapter 4, Article 2, save and except that the method of collection of such assessments shall be as provided in A.R.S. §§ 48-600 to 48-607 as nearly as practicable, both inclusive and not as provided in A.R.S. § 48-608.

In preparing this Report, engineers, staff of the Town, legal counsel and other experts have been consulted as deemed appropriate. **THIS REPORT IS NOT INTENDED TO BE A "FINANCIAL FEASIBILITY REPORT OR STUDY" AS THAT TERM IS CUSTOMARILY USED.**

GENERAL DESCRIPTION OF DISTRICT AND ASSESSMENT AREAS

Formation of the District was approved on November 21, 2005 by the Town upon the request of Pulte Homes, Inc. ("Pulte Homes"), a Michigan corporation and the parent company for Pulte Home Corporation, as the owner of all of the land within the District upon formation. The District is located within the municipal boundaries of the Town. (See the maps in Sections Three and Six and Appendix A for a description of the boundaries of the District.)

The District was formed to finance the costs of certain public infrastructure purposes (as such term is defined in the Act), including particularly with respect to the Projects. All of the land within the boundaries of the District (approximately 1,070 acres) is being developed as part of an approximately 3,191 acre master-planned development known as Anthem at Merrill Ranch ("Anthem"). Anthem is being developed within an approximately 8,970 acre mixed use, master-planned community known as "Merrill Ranch". Simultaneously with the formation of the District, Merrill Ranch Community Facilities District No. 1 ("District No. 1") was formed over 7,900 acres of Merrill Ranch to finance the cost of certain infrastructure improvements within District No. 1. Within Anthem, there is both an active adult community ("Sun City") and a family oriented community ("Parkside"). The boundaries of the District and District No. 1 do not overlap, however Anthem encompasses land within both districts. Merrill Ranch is the subject of the Development Agreement. (The Development Agreement is available for review at the Office of the Clerk of the Town.)

The Assessment Area contains approximately 54.62 acres and upon build out will comprise approximately 159 single family lots. Although the number of acres devoted to each particular type of land use may ultimately vary from those presented, the build-out of Merrill Ranch and the Assessment Area is currently expected to include the following land uses:

Merrill Ranch CFD No. 2 Anticipated Land Use Plan

Description	District		Unit 22A & 22B	
	Acres	Number of Units	Estimated Lots	Estimated Acres
Residential - 40' - 46' x 115'	294	1,554	-	-
Residential - 54' - 65' x 115'	220	1,035	159	55
Residential - 70' - 80' x 115'	177	551	-	-
Residential - 65' x 120'	1	4	-	-
Golf Courses	43	-	-	-
Police/Fire	8	-	-	-
Roadwayrevisios/ROW	67	-	-	-
Schools	15	-	-	-
Open Space/Parks	222	-	-	-
Worship Sites	13	-	-	-
Total:	1,060	3,144	159	55

The Single-family residences to be constructed by Pulte Homes within Anthem currently range in size from 1,000 to 4,100 square feet and are currently base priced from \$100,000 to \$270,000.

The following table represents the single family residential closings from January 1, 2006 through February 28, 2013:

	CFD 1	CFD 2	CFD 1	CFD 2	TOTAL
	Sun City		Parkside		
2006	92	30	25	41	188
2007	91	43	98	237	469
2008	176	38	68	171	453
2009	136	2	34	98	270
2010	38	59	22	68	187
2011	2	68	17	45	132
2012	16	48	51	14	129
2013	3	10	7	4	24
	554	298	322	678	1,852

Source: Pulte Homes

SECTION TWO

DESCRIPTION OF THE PROJECTS

DESCRIPTION OF THE PROJECTS

The Projects to be acquired by the District pursuant to the Development Agreement are composed of: (1) engineering, (2) municipal review and inspection fees, (3) storm drain and (4) street improvements. See the maps in Section Three for detail about location of the Projects. As described hereinabove, the Plans and Specifications are on file herewith and are incorporated herein by reference.

(1) Engineering

The Projects include engineering plans for grading and drainage, utilities, and paving relating to storm drain and curb, gutter and sidewalk. The plans will be reviewed and approved by the Town in accordance with their guidelines and standards.

Description	Unit of Measure	Quantity
Engineering drawings	LS*	N/A
Total:		
* LS = lump sum		

(2) Municipal Fees

The Projects also include the municipal review and inspection fees relating to storm drain and curb, gutter and sidewalk to develop the subdivision.

Description	Unit of Measure	Quantity
Town Plan Review Fees	LS*	N/A
Town Inspection Fees	LS*	N/A
Total:		
* LS = lump sum		

(3) Storm Drain

The Projects further include storm drain within the public roadways of the Assessment Area. The storm drain will intercept runoff from the public roadways by either catch basins or scuppers, conveying to retention facilities by pipe or overland flow. The pipe will be sized between 15 inches and 30 inches of concrete pipe, or approved alternate.

Description	Unit of Measure	Quantity
Storm Drain Pipe	LF in Unit 22A	690
	LF in Unit 22B	<u>1,103</u>
Total:		1,793
* LF = lineal feet		

(4) Street Improvements

The Project also will further include asphaltic paving and 4 inch roll and vertical curb, 6 foot valley gutter, and 4 foot wide sidewalks within the public roadways of the Assessment Area. The pavement section is anticipated to be 2.5 inches of asphalt on 7 inches of aggregate base course. The curb and gutter will comply with the Maricopa Association of Governments standard details and sidewalk within the public roadways of the Assessment Area.

<u>Description</u>	<u>Unit of Measure</u>	<u>Unit</u>	<u>Quantity</u>
Paving	SY*	22A	11,587
		22B	12,090
Total:			<u>23,677</u>
Curb and Gutter	LF*	22A	5,899
		22B	6,038
Total:			<u>11,937</u>
Sidewalk	SF*	22A	12,292
		22B	11,864
Total:			<u>24,156</u>

*SY= Square Yard

*LF= Lineal Foot

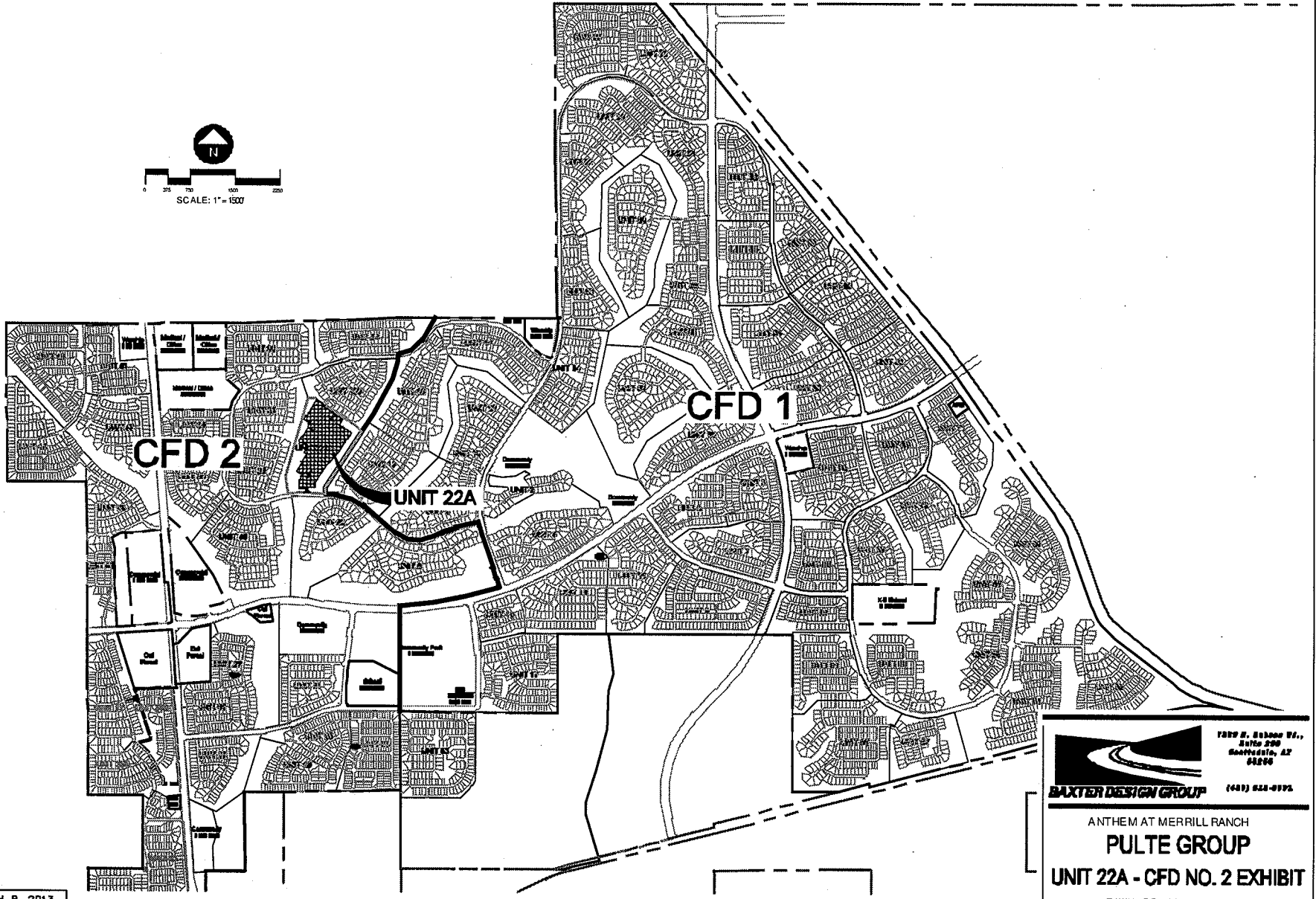
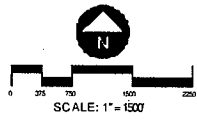
*SF= Square Foot

SECTION THREE

MAP OF LOCATION OF THE PROJECTS

SEE ALSO “MAPS OF THE AREA TO BE BENEFITED”

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ISSUE DATE: MARCH 8, 2013

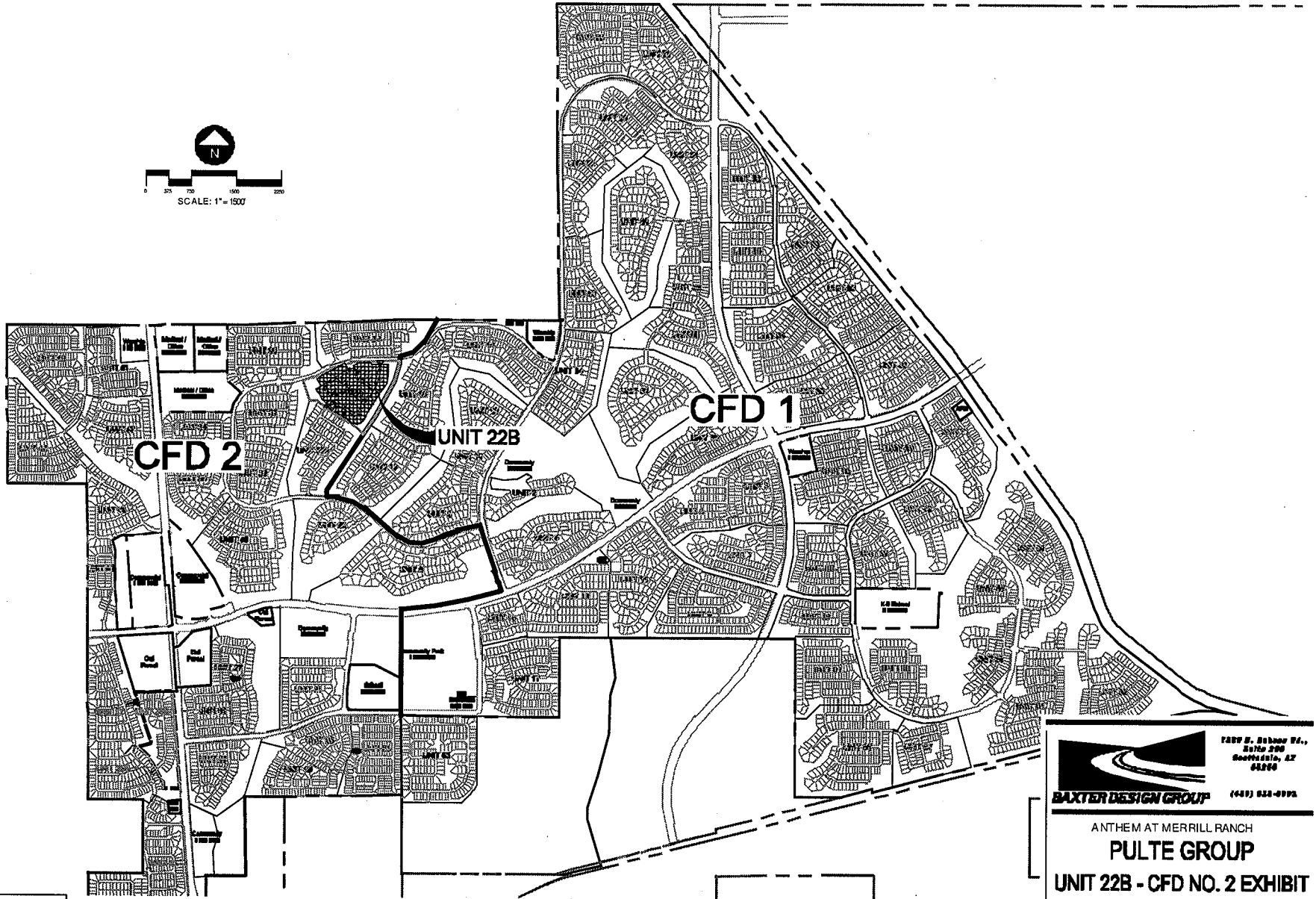
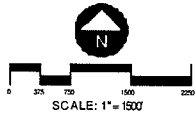


BAXTER DESIGN GROUP

1809 N. Rainbow Tr.,
Suite 200
Scottsdale, AZ
85266
(480) 928-0175

ANTHEM AT MERRILL RANCH
PULTE GROUP
UNIT 22A - CFD NO. 2 EXHIBIT
 TOWN OF FLORENCE, IDAHO

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ISSUE DATE: MARCH 6, 2013



BAXTER DESIGN GROUP
 1200 W. Sahara Rd.,
 Suite 200
 Scottsdale, AZ
 85260
 (480) 822-0992

ANTHEM AT MERRILL RANCH
PULTE GROUP
UNIT 22B - CFD NO. 2 EXHIBIT
 TOWN OF FLORENCE, IDAHO

SECTION FOUR

ESTIMATED COSTS OF THE PROJECTS

ESTIMATED COST OF THE PROJECTS

Shown below is a summary of the total costs of the Projects (the "Estimate"). The acquisition costs to be paid as described in Section Seven – "PLAN OF FINANCE" equal \$556,500 and are anticipated to be incurred prior to and after the levy of the Assessment described in such section. No further amounts are due with respect to the Projects as of the date of such levy. If applicable, amounts are the result of public bidding to be, in aggregate decreased, but not increased. The actual acquisition costs of the Projects will be determined as prescribed in the Development Agreement, but will not collectively be more than those shown below.

The Projects will be transferred to the Town. Accordingly, it is not anticipated that there will be operating or maintenance expenses in connection with the Projects. However, expenses may be paid in the future as described in the Development Agreement.

Construction contracts related to the Projects have been bid and awarded pursuant to the public bid process of Title 34 of the Arizona Revised Statutes and applicable Town requirements and administered in conformance to applicable law and such requirements.

<u>Assessment Area Five Projects</u>	<u>Estimated Costs</u>
1. Engineering	\$386,108
2. Municipal Fees	100,100
3. Storm Drain	119,450
4. Street Improvements	579,396
Total Assessment Area Projects	<u>\$1,185,054</u>

SECTION FIVE

TIMETABLE FOR COMPLETION OF THE PROJECTS

TIMETABLE FOR COMPLETION OF THE PROJECTS

Project	Estimated Completion Date
1. Engineering	Completed
2. Municipal Fees	6/1/13
3. Storm Drain	8/1/13
4. Street Improvements	9/1/13




















SECTION SIX

MAPS OF THE AREA TO BE BENEFITED

STORM DRAIN

anthem
 BY DEL W299
Unit 22A
 Sales Map

Legend

-  53' (Minimum) x
-  65' (Minimum) x
-  Perimeter Theme Wall
-  Full View Fence
-  Partial Height View Fence
-  Dooley Wall
-  Retaining Wall
-  Endwall Column
-  Entry Wall
-  Fire Hydrant Location
-  Street Light Location
-  Handicap Ramp Location
-  Mailbox Location
-  Phone or Cable Box
-  Transformer
-  Storm Drain Inlet
-  Air Release Valve
-  Retention Area
-  Sidewalk

Version 0

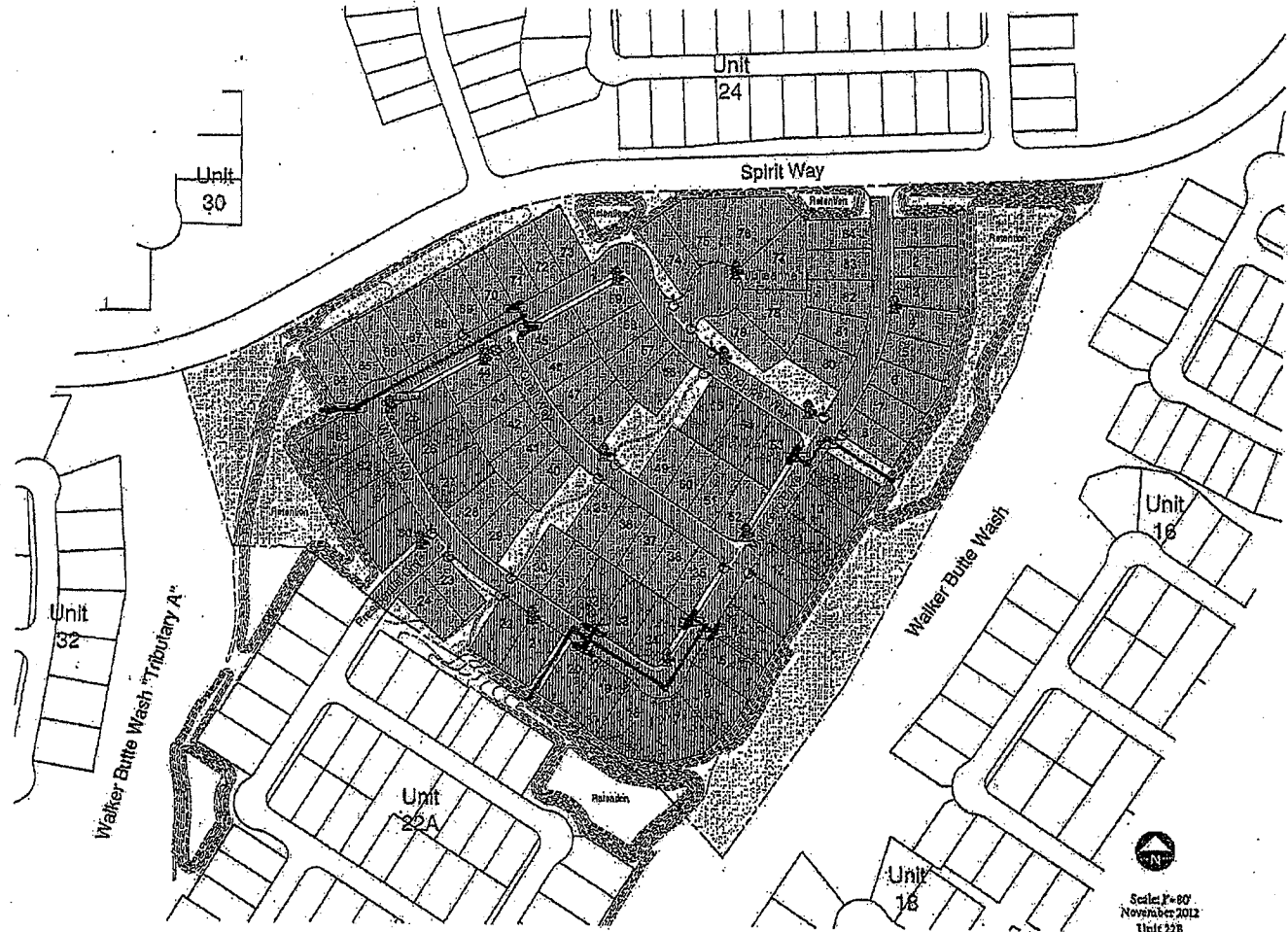


Scale: 1" = 50'
 November, 2012
 Unit 22A

ALL INFORMATION SHOWN ON THIS
 MAP IS SUBJECT TO CHANGE AT THE
 DISCRETION OF THE DEVELOPER.

anthem
 57 DEL WEBB
Unit 22B
 Sales Map

- Legend**
- 53' (Minimum) x
 - 65' (Minimum) x
 - Perimeter Theme Wall
 - Full View Fence
 - Partial Height View Fence
 - Dooley Wall
 - Retaining Wall
 - Endwall Column
 - Entry Wall
 - Fire Hydrant Location
 - Street Light Location
 - Handicap Ramp Location
 - Mailbox Location
 - Phone or Cable Box
 - Transformer
 - Storm Drain Inlet
 - Air Release Valve
 - Retention Area
 - Sidewalk



Version 0



Scale: P=80'
 November 2012
 Unit 22B

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 DISCRETION OF THE DEVELOPER.
 Aerial imagery provided by Earthstar
 from 04/22/2012 | © 2012 Earthstar | 2012 by BDC

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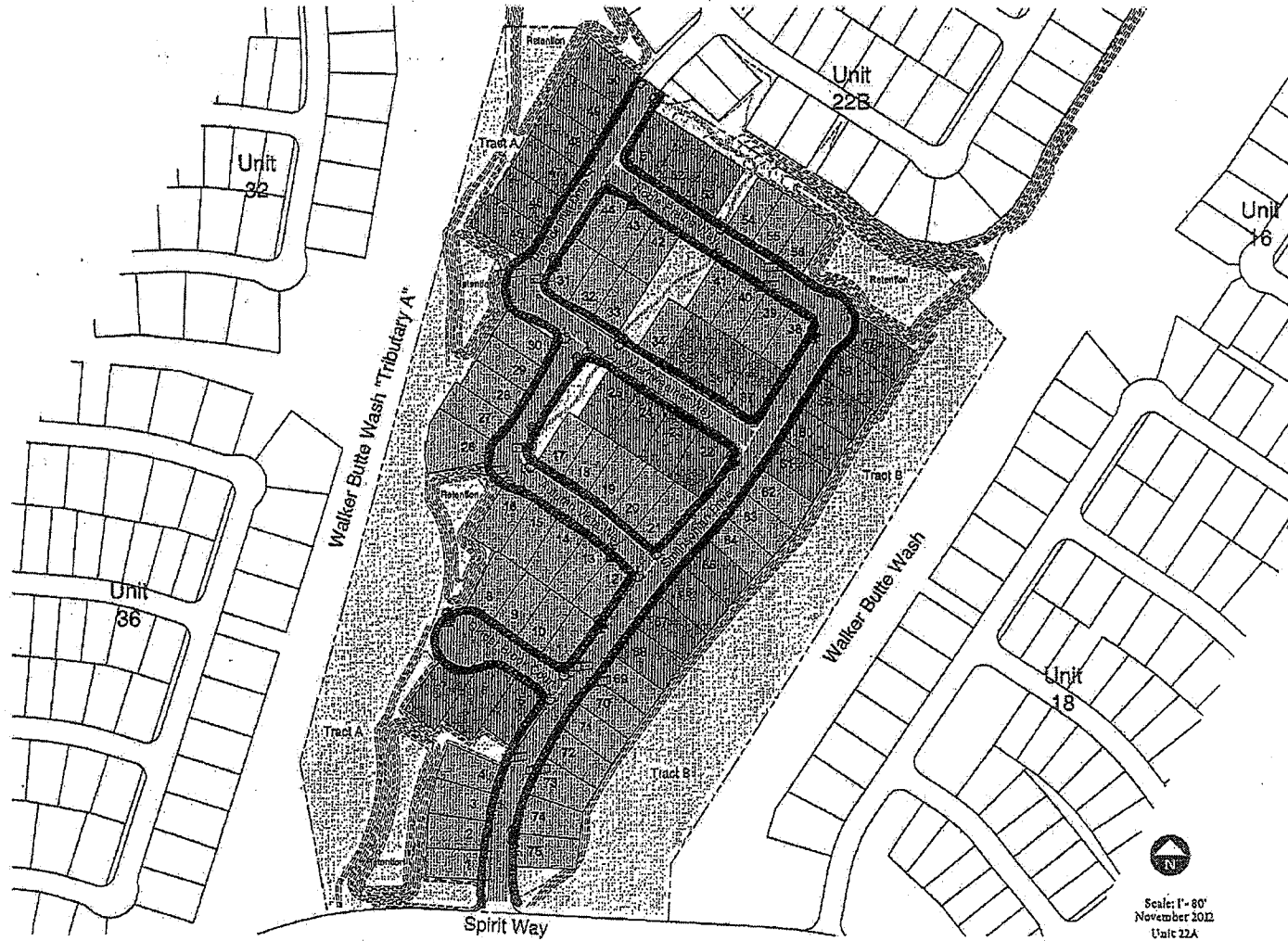


anthem
BY DEL WEST

Unit 22A Sales Map

Legend

- 53' (Minimum) x
- 65' (Minimum) x
- Perimeter Theme Wall
- Full View Fence
- Partial Height View Fence
- Dooley Wall
- Retaining Wall
- Endwall Column
- Entry Wall
- Fire Hydrant Location
- Street Light Location
- Handicap Ramp Location
- Mailbox Location
- Phone or Cable Box
- Transformer
- Storm Drain Inlet
- Air Release Valve
- Retention Area
- Sidewalk



Version 0



Scale: 1" = 80'
November 2012
Unit 22A

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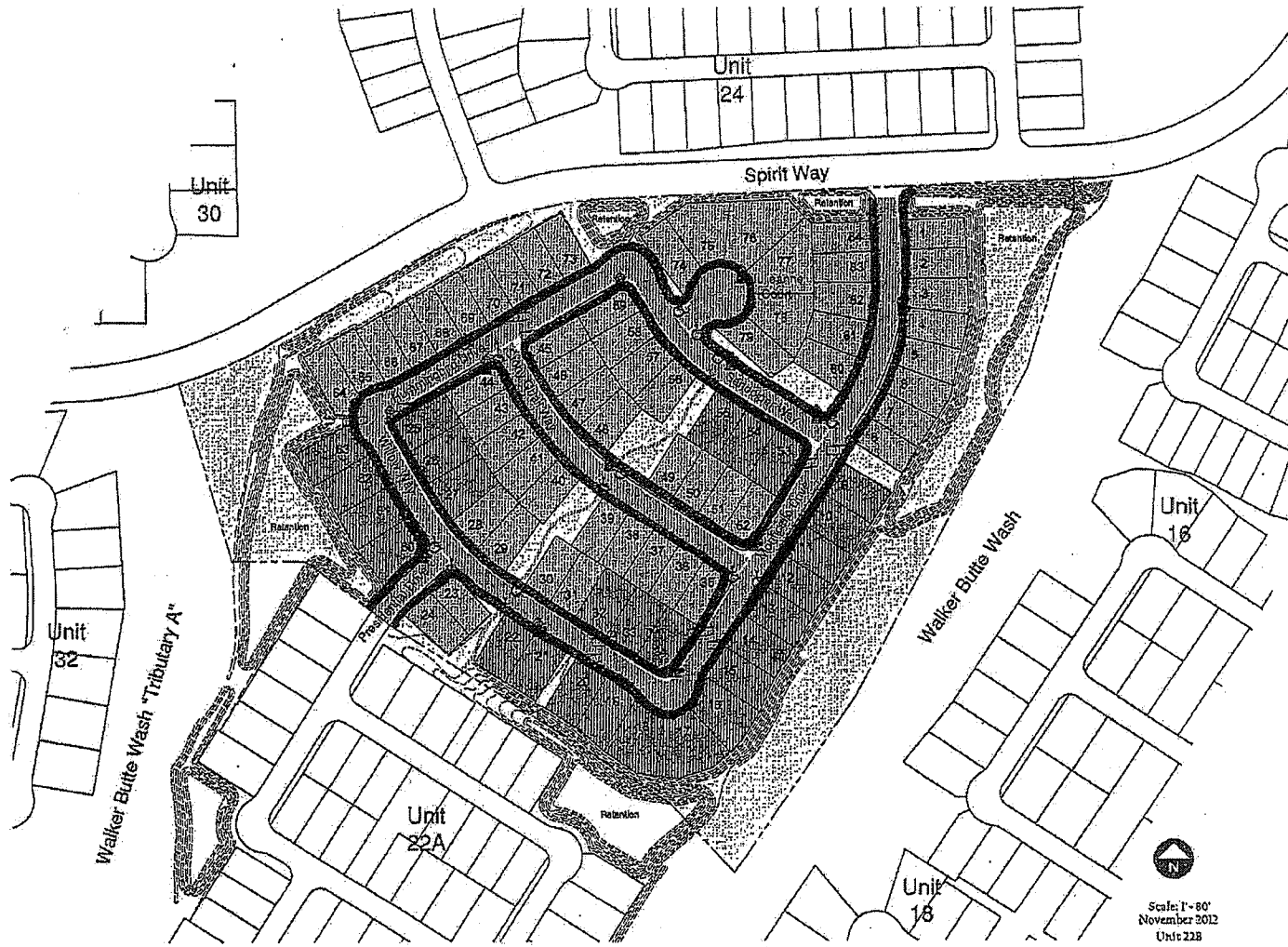


anthem
BY DEL WEBB

Unit 22B Sales Map

Legend

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- 65' (Minimum) x
- Perimeter Theme Wall
- Full View Fence
- Partial Height View Fence
- Dooley Wall
- Retaining Wall
- Endwall Column
- Entry Wall
- Fire Hydrant Location
- Street Light Location
- Handicap Ramp Location
- Mailbox Location
- Phone or Cable Box
- Transformer
- Storm Drain Inlet
- Air Release Valve
- Retention Area
- Sidewalk



Version 0



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November 2012
Unit 22B

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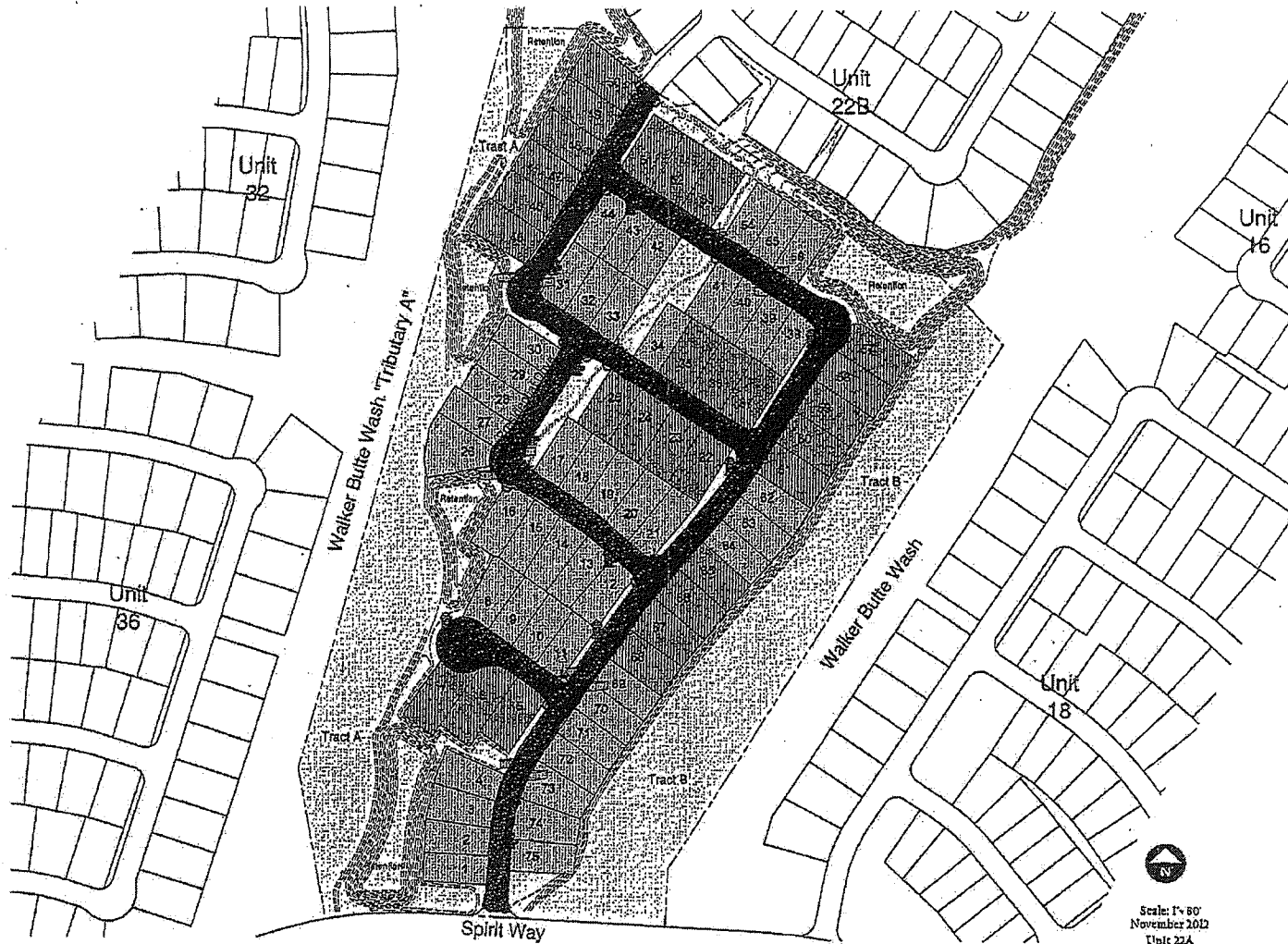
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BY DEL WEBB

Unit 22A Sales Map

Legend

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- 65' (Minimum) x
- Perimeter Theme Wall
- Full View Fence
- Partial Height View Fence
- Dooley Wall
- Retaining Wall
- Endwall Column
- Entry Wall
- Fire Hydrant Location
- Street Light Location
- Handicap Ramp Location
- Mailbox Location
- Phone or Cable Box
- Transformer
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- Air Release Valve
- Retention Area
- Sidewalk

Version 0



Scale: 1" = 80'
November 2012
Unit 22A

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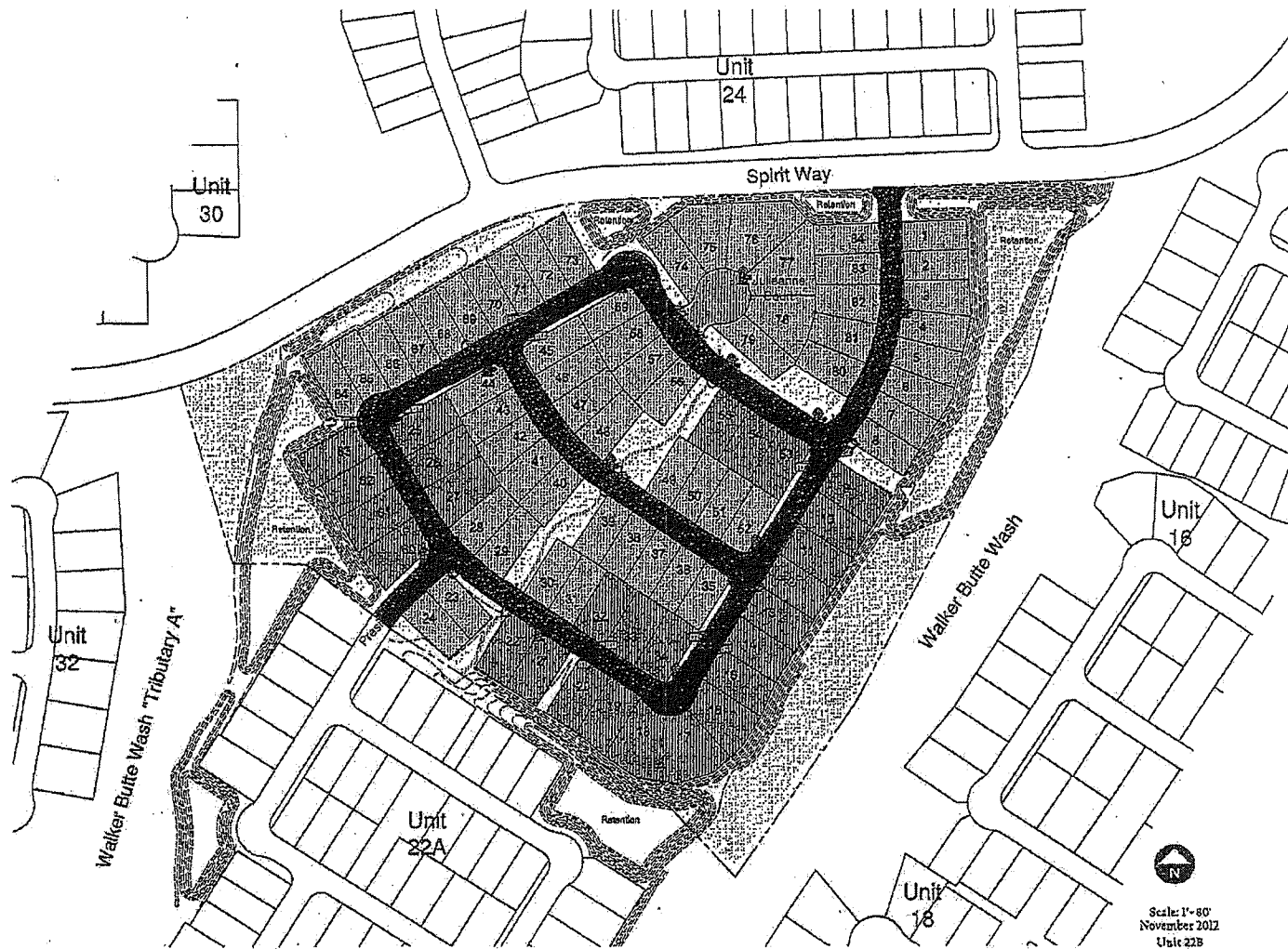


anthem
BY DEL WEBB

Unit 22B Sales Map

Legend

- 53' (Minimum) x
- 65' (Minimum) x
- Perimeter Theme Wall
- Full View Fence
- Partial Height View Fence
- Dooley Wall
- Retaining Wall
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- Mailbox Location
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- Sidewalk



Version 0



Scale: 1"=80'
November 2012
Unit 22B

ALL INFORMATION SHOWN ON THIS
MAP IS SUBJECT TO CHANGE AT THE
DISCRETION OF THE DEVELOPER.

4815 W. WALKER BUTTE WASH. TRIBUTARY A
WALKER BUTTE WASH. TRIBUTARY A
WALKER BUTTE WASH. TRIBUTARY A

SECTION SEVEN
PLAN OF FINANCE

(1) Costs of the acquisition of the Projects as described in Section Six – “ESTIMATED COSTS OF THE PROJECTS” will be provided for by the District pursuant to the Development Agreement.

(2) Installment purchase payments due with respect to the Projects pursuant to the Development Agreement (the “Payments”) shall be payable from amounts collected by the District from the hereinafter described special assessment (the “Assessment”).

The Assessment shall be levied pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as amended, as nearly as practicable and except as otherwise provided in the Development Agreement, upon the Assessment Area based on the benefits to be received by and as allocated to the parcels into which the Assessment Area is or is to be divided.

The per parcel assessment amount is expected to be no more than \$3,500. Average annual payments with respect to such portion will be approximately \$335. Pulte currently expects that at the time of sale of the home to the buyer, this amount will be assumed by the homebuyer and the annual payments made over time.

(3) The principal component is expected to have an approximately 25 year amortization with the first year being interest only and the principal then over the remaining 24 years. See the following “Estimated Payments” in this Section.

(4) A.R.S. Section 32-2181 et seq. requires the disclosure of all property taxes and assessments to be paid by a homeowner in the Arizona Department of Real Estate Subdivision Public Report (the “Public Report”). Each homebuyer must be supplied a Public Report and, prior to any home sale, the homebuyer must acknowledge by signature that they have read and accepted the Public Report. In addition, Pulte will require the homebuyer to sign an additional form that highlights and discloses the additional assessment payments as a result of District financing.

(5) The District has entered into an agreement with the Pinal County Treasurer for the collection of the Assessments in a similar manner and together with the collection by the County of real property taxes.

Bond Debt Service
Merrill Ranch Community Facilities District No. 2
Assessment Area Five-Unit 22A & 22B, Special Assessment Lien Bonds,
Series 2013

Dated Date: 5/1/2013
Delivery Date: 5/1/2013

Period Ending	Principal	Coupon	Interest	Debt Service
7/1/2014		7.00%	\$45,448	\$45,448
7/1/2015	\$9,560	7.00%	38,955	48,515
7/1/2016	10,240	7.00%	38,286	48,526
7/1/2017	10,960	7.00%	37,569	48,529
7/1/2018	11,720	7.00%	36,802	48,522
7/1/2019	12,530	7.00%	35,981	48,511
7/1/2020	13,420	7.00%	35,104	48,524
7/1/2021	14,350	7.00%	34,165	48,515
7/1/2022	15,370	7.00%	33,160	48,530
7/1/2023	16,430	7.00%	32,085	48,515
7/1/2024	17,590	7.00%	30,934	48,524
7/1/2025	18,820	7.00%	29,703	48,523
7/1/2026	20,140	7.00%	28,386	48,526
7/1/2027	21,540	7.00%	26,976	48,516
7/1/2028	23,050	7.00%	25,468	48,518
7/1/2029	24,660	7.00%	23,855	48,515
7/1/2030	26,390	7.00%	22,128	48,518
7/1/2031	28,240	7.00%	20,281	48,521
7/1/2032	30,210	7.00%	18,304	48,514
7/1/2033	32,330	7.00%	16,190	48,520
7/1/2034	34,600	7.00%	13,927	48,527
7/1/2035	37,020	7.00%	11,505	48,525
7/1/2036	39,600	7.00%	8,913	48,513
7/1/2037	42,380	7.00%	6,141	48,521
7/1/2038	45,350	7.00%	3,175	48,525
	<u>\$556,500</u>		<u>\$653,440</u>	<u>\$1,209,940</u>

(1) Interest estimated at 7.00%. Subject to change based on market conditions.

APPENDIX

LEGAL DESCRIPTION OF ASSESSMENT AREA



BAXTER DESIGN GROUP

Legal Description CFD Boundary

Anthem at Merrill Ranch, Unit 22A - Excluding Portions of Tracts A and B

A parcel of land lying within the East half of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (Basis of Bearing), 2639.77 feet. Also, from the East quarter corner, the Center quarter corner of Section 24 (found a 1/2" rebar, LS 13021) bears South 88 degrees 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degrees 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 714.71 feet to a point from which the Northeast quarter corner of Section 24 bears North 00 degrees 25 minutes 55 seconds West, a distance of 1925.06 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, a distance of 783.05 feet to the **POINT OF BEGINNING**;

Thence South 32 degrees 24 minutes 40 seconds West, 130.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 9.50 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 255.42 feet;

Thence South 41 degrees 17 minutes 10 seconds West, 178.98 feet;

Thence South 39 degrees 13 minutes 13 seconds West, 127.82 feet;

Thence South 35 degrees 18 minutes 29 seconds West, 227.00 feet;

Thence South 30 degrees 30 minutes 20 seconds West, 101.80 feet;

Thence South 06 degrees 42 minutes 05 seconds West, 102.24 feet;

Thence North 87 degrees 06 minutes 25 seconds West, 115.50 feet;

Thence South 02 degrees 53 minutes 35 seconds West, 56.03 feet;

Thence Southeasterly, an arc distance of 47.12 feet along a curve to the left having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence North 87 degrees 06 minutes 25 seconds West, 100.00 feet;

Thence Northeasterly, an arc distance of 47.12 feet along a non-tangent curve to the left whose radius point bears North 02 degrees 53 minutes 35 seconds East a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;



BAXTER DESIGN GROUP

Thence North 02 degrees 53 minutes 35 seconds East, 27.65 feet;

Thence North 87 degrees 06 minutes 25 seconds West, 115.00 feet;

Thence North 02 degrees 53 minutes 35 seconds East, 114.23 feet;

Thence North 11 degrees 43 minutes 18 seconds East, 66.03 feet;

Thence North 19 degrees 29 minutes 58 seconds East, 66.03 feet;

Thence North 49 degrees 19 minutes 33 seconds West, 33.84 feet;

Thence North 54 degrees 41 minutes 31 seconds West, 65.00 feet;

Thence North 35 degrees 18 minutes 29 seconds East, 118.10 feet;

Thence Northeasterly, an arc distance of 105.78 feet along a non-tangent curve to the right who's radius point bears North 55 degrees 35 minutes 42 seconds East a distance of 50.00 feet and a central angle of 121 degrees 13 minutes 10 seconds;

Thence North 26 degrees 56 minutes 41 seconds East, 123.51 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 48.99 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 115.15 feet;

Thence Northwesterly, an arc distance of 46.54 feet along a non-tangent curve to the right who's radius point bears North 25 degrees 46 minutes 06 seconds East a distance of 50.00 feet with a central angle of 53 degrees 20 minutes 00 seconds;

Thence South 79 degrees 06 minutes 05 seconds West, 115.00 feet;

Thence North 10 degrees 53 minutes 55 seconds West, 31.88 feet;

Thence North 09 degrees 56 minutes 16 seconds East, 60.35 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 85.22 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 10.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 173.17 feet;

Thence Northeasterly, an arc distance of 80.52 feet along a non-tangent curve to the right who's radius point bears North 55 degrees 59 minutes 21 seconds East a distance of 50.00 feet with a central angle of 92 degrees 15 minutes 50 seconds;

Thence Northeasterly, and arc distance of 10.43 feet along a reverse curve to the left having a radius of 50.00 feet with a central angle of 11 degrees 57 minutes 19 seconds;



BAXTER DESIGN GROUP

Thence North 57 degrees 35 minutes 20 seconds West, 118.54 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 67.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 5.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 334.92 feet;

Thence South 52 degrees 53 minutes 06 seconds East, 156.81 feet;

Thence Southwesterly, an arc distance of 31.20 feet along a non-tangent curve to the left whose radius point bears South 52 degrees 53 minutes 06 seconds East a distance of 380.00 feet with a central angle of 04 degrees 42 minutes 14 seconds;

Thence South 32 degrees 24 minutes 40 seconds West, 4.49 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 205.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 27.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 159.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 35.59 feet;

Thence Easterly, an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet with a central angle of 25 degrees 50 minutes 31 seconds;

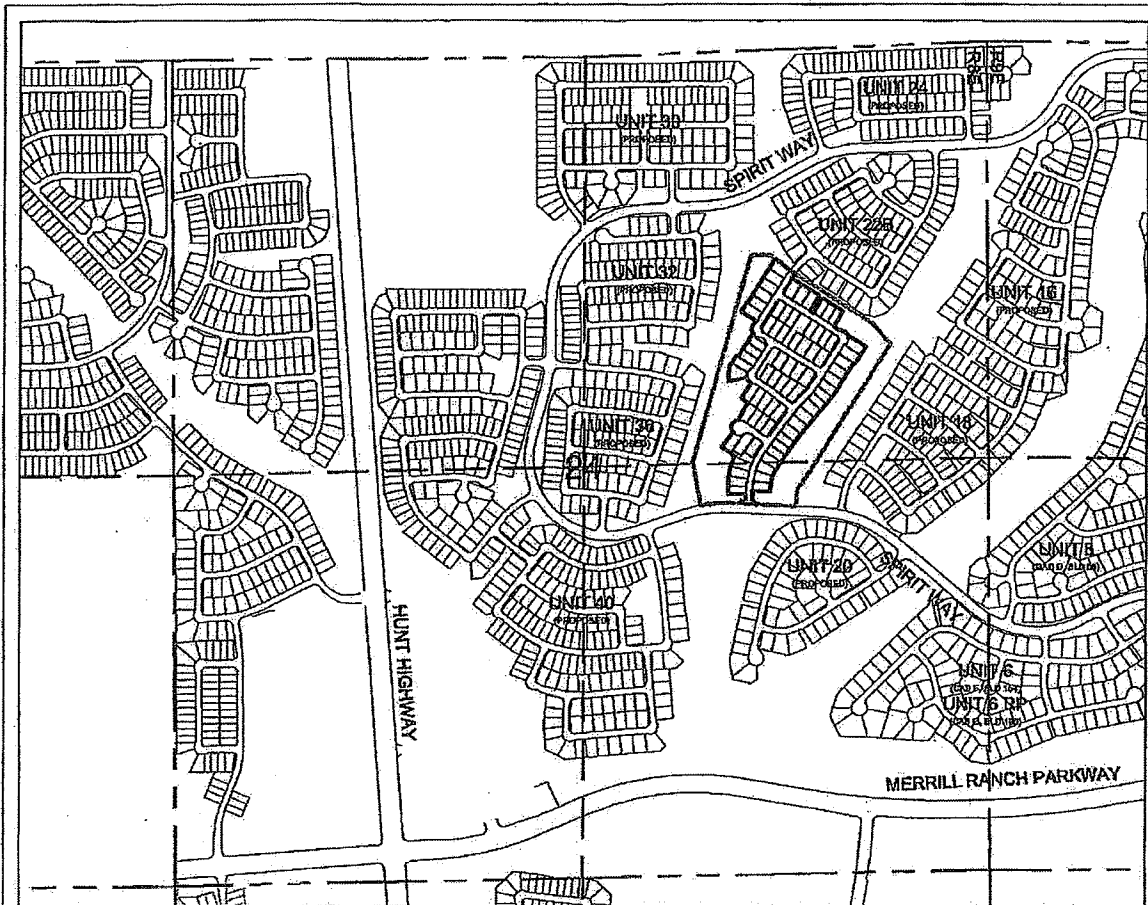
Thence Southeasterly, an arc distance of 69.19 feet along a reverse curve to the right having a radius of 50.00 feet with a central angle of 79 degrees 17 minutes 14 seconds;

Thence North 85 degrees 51 minutes 23 seconds East, 20.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 108.77 feet to the POINT OF BEGINNING.

Containing 708,950 square feet or 16.2753 acres more or less.

See Exhibit "A", attached.



VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°53'35"W	56.03'
L2	N02°53'36"E	27.65'
L3	N49°19'33"W	33.84'
L4	N54°41'31"W	65.00'
L5	N57°35'20"W	48.99'
L6	N10°53'55"W	31.88'
L7	S57°35'20"E	10.00'
L8	S57°35'20"E	5.00'
L9	S32°24'40"W	4.49'
L10	S57°35'20"E	35.59'
L11	N85°51'23"E	20.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	30.00'	47.12'	90°00'00"	30.00
C2	30.00'	47.12'	90°00'00"	30.00
C3	50.00'	46.54'	53°20'00"	25.11
C4	50.00'	10.43'	11°57'19"	5.24
C5	380.00'	31.20'	4°42'14"	15.61
C6	50.00'	22.55'	25°50'31"	11.47

ISSUE DATE: DEC. 11, 2012

LINE LEGEND	
	BOUNDARY LINE (CFD LIMITS)
	PARCEL BOUNDARY LINE
	UNIT 18 LOT LINE
	ADJACENT PARCEL LOT LINE
	MID-SECTION LINE
	SECTION LINE

ABBREVIATIONS	
CFD	COMMUNITY FACILITIES DISTRICT
BOB	BASIS OF BEARING
POB	POINT OF BEGINNING
RB	RADIAL BEARING

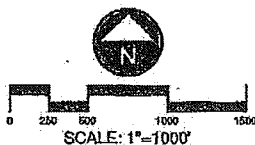
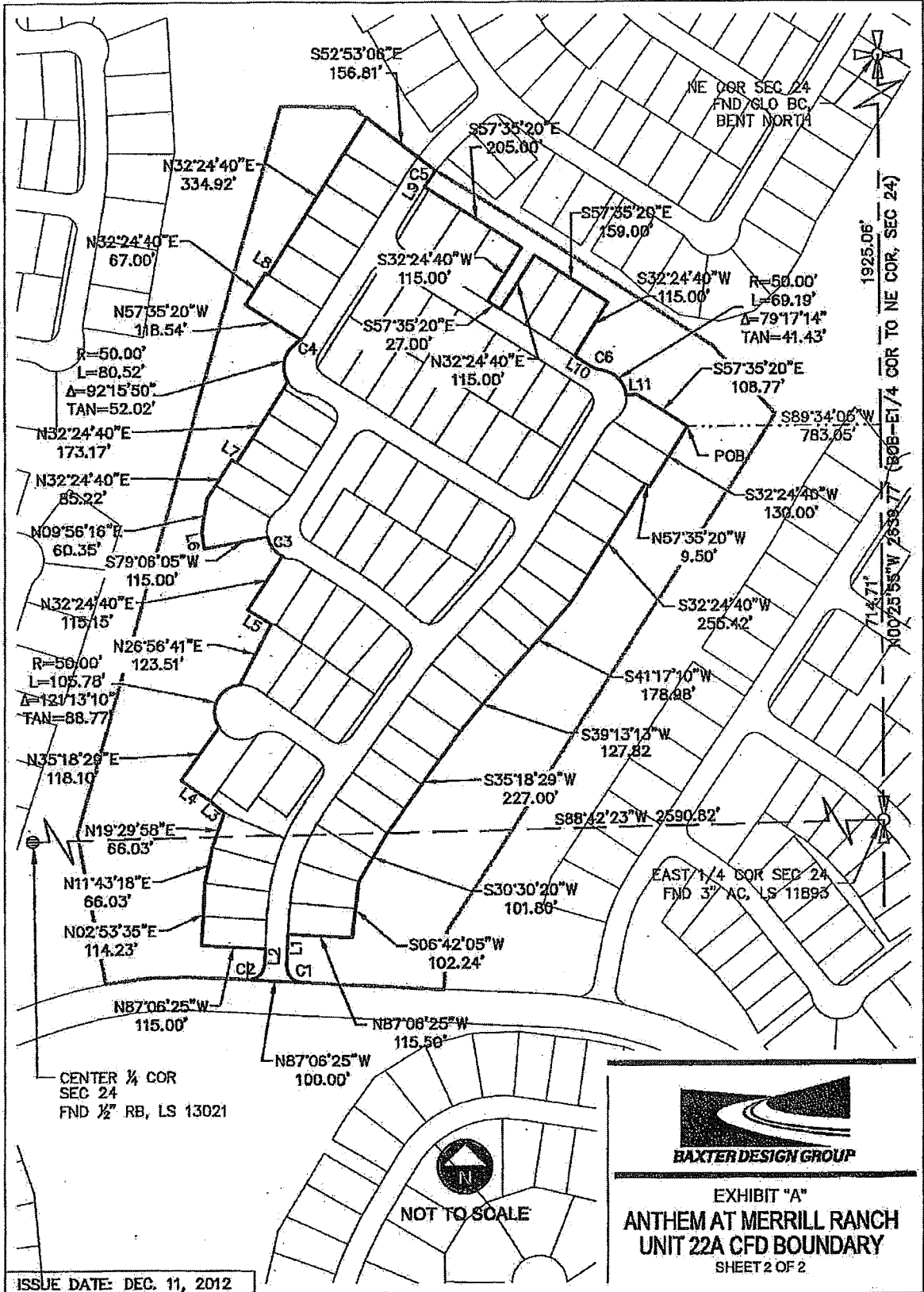


EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22A CFD BOUNDARY
 SHEET 1 OF 2





BAXTER DESIGN GROUP

Legal Description CFD Boundary

Anthem at Merrill Ranch, Unit 22B – Excluding Portions of Tracts A and B

A parcel of land lying within the Northeast quarter of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (Basis of Bearing), 2639.77 feet. Also, from the East quarter corner, the Center quarter corner of Section 24 (found a 1/2" rebar, LS 13021) bears South 88 degrees 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degrees 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 1899.27 feet to a point from which the Northeast quarter corner of Section 24 bears North 00 degrees 25 minutes 55 seconds West, a distance of 740.50 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, a distance of 195.67 feet to the **POINT OF BEGINNING**;

Thence South 02 degrees 16 minutes 50 seconds East, 173.51 feet;

Thence South 13 degrees 01 minutes 06 seconds West, 151.13 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 160.25 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 115.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 40.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 115.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 390.00 feet;

Thence South 23 degrees 39 minutes 54 seconds West, 65.76 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 63.28 feet;

Thence South 48 degrees 30 minutes 39 seconds West, 69.39 feet;

Thence South 73 degrees 33 minutes 33 seconds West, 67.20 feet;

Thence North 81 degrees 23 minutes 32 seconds West, 72.97 feet;

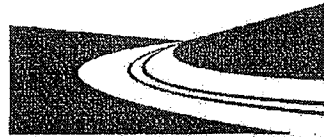
Thence North 57 degrees 35 minutes 20 seconds West, 69.65 feet;

Thence North 48 degrees 50 minutes 34 seconds West, 65.76 feet;

7580 N. Dobson Rd. SUITE 200
SCOTTSDALE, AZ 85256
480-818-6001

3515 STONE WALL CIRCLE
HEBER CITY, UT 84032
435-709-8234

SCOTTSDALE • HEBER CITY



BAXTER DESIGN GROUP

- Thence North 57 degrees 35 minutes 20 seconds West, 65.00 feet;
- Thence North 32 degrees 24 minutes 40 seconds East, 115.00 feet;
- Thence North 57 degrees 35 minutes 20 seconds West, 20.00 feet;
- Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;
- Thence North 57 degrees 35 minutes 20 seconds West, 130.00 feet;
- Thence North 72 degrees 46 minutes 06 seconds West, 48.51 feet;
- Thence North 48 degrees 17 minutes 35 seconds West, 115.00 feet;
- Thence Southwesterly, an arc distance of 30.46 feet along a non-tangent curve to the left who's radius point bears South 48 degrees 17 minutes 35 seconds East a distance of 380.00 feet and a central angle of 04 degrees 35 minutes 32 seconds;
- Thence North 52 degrees 53 minutes 06 seconds West, 40.00 feet;
- Thence Northeasterly, an arc distance of 45.79 feet along a non-tangent curve to the right who's radius point bears South 52 degrees 53 minutes 06 seconds East a distance of 420.00 feet with a central angle of 06 degrees 14 minutes 47 seconds;
- Thence North 36 degrees 03 minutes 09 seconds West, 92.88 feet;
- Thence North 29 degrees 40 minutes 42 seconds West, 134.91 feet;
- Thence South 60 degrees 19 minutes 18 seconds West, 9.68 feet;
- Thence North 29 degrees 40 minutes 42 seconds West, 65.00 feet;
- Thence North 60 degrees 19 minutes 18 seconds East, 98.48 feet;
- Thence North 78 degrees 27 minutes 33 seconds East, 20.00 feet;
- Thence Northerly, an arc distance of 15.00 feet along a non-tangent curve to the right who's radius point bears North 78 degrees 27 minutes 33 seconds East a distance of 50.00 feet and a central angle of 17 degrees 11 minutes 19 seconds;
- Thence North 84 degrees 21 minutes 08 seconds West, 35.17 feet;
- Thence North 29 degrees 40 minutes 42 seconds West, 115.75 feet;
- Thence North 60 degrees 19 minutes 18 seconds East, 106.00 feet;
- Thence South 29 degrees 40 minutes 42 seconds East, 5.00 feet;



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Thence North 60 degrees 19 minutes 18 seconds East, 425.00 feet;

Thence South 29 degrees 40 minutes 42 seconds East, 120.00 feet;

Thence North 60 degrees 19 minutes 18 seconds East, 4.90 feet;

Thence Northeasterly, an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet with a central angle of 25 degrees 50 minutes 31 seconds;

Thence Easterly, an arc distance of 63.36 feet along a reverse curve to the right having a radius of 50.00 feet with a central angle of 72 degrees 36 minutes 33 seconds;

Thence North 17 degrees 05 minutes 19 seconds East, 25.60 feet;

Thence North 54 degrees 33 minutes 31 seconds East, 101.05 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 183.43 feet;

Thence South 42 degrees 05 minutes 33 seconds East, 59.21 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 118.58 feet;

Thence North 02 degrees 16 minutes 50 seconds West, 30.48 feet;

Thence Northwesterly, an arc distance of 47.12 feet along a curve to the left having a radius of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence North 87 degrees 43 minutes 10 seconds East, 100.00 feet;

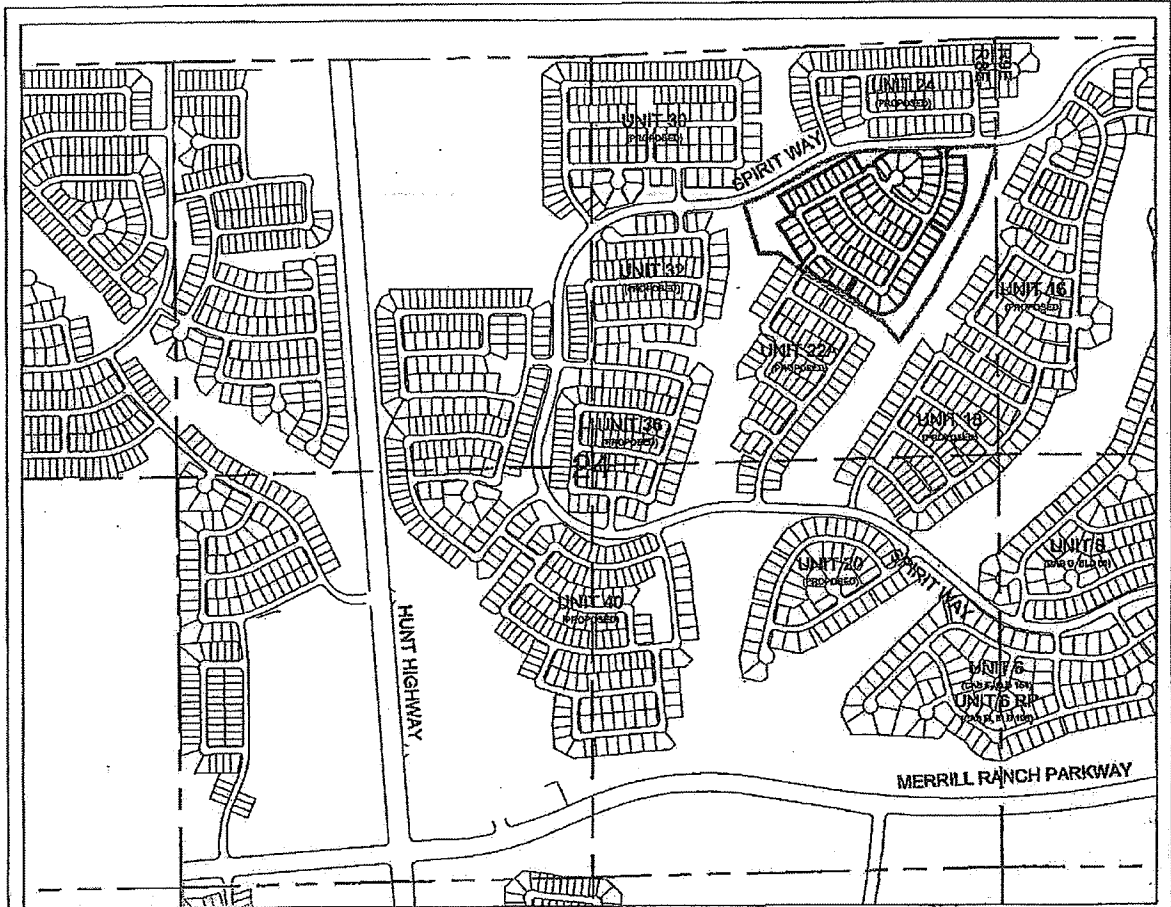
Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left whose radius point bears South 02 degrees 16 minutes 50 seconds East a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence South 02 degrees 16 minutes 50 seconds East, 30.48 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 115.00 feet to the POINT OF BEGINNING.







Containing 811,453 square feet or 18.6284 acres more or less.

See Exhibit "A", attached.

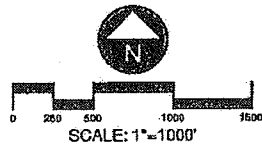


VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N52°53'06"W	40.00'
L2	S60°19'18"W	9.68'
L3	N78°27'33"E	20.00'
L4	N84°21'08"W	35.17'
L5	S29°40'42"E	5.00'
L6	N60°19'18"E	4.90'
L7	N17°05'19"E	25.80'
LB	N02°16'50"W	30.48'
L9	S02°16'50"E	30.48'

LINE LEGEND	
	BOUNDARY LINE (CFD LIMITS)
	PARCEL BOUNDARY LINE
	UNIT 18 LOT LINE
	ADJACENT PARCEL LOT LINE
	MID-SECTION LINE
	SECTION LINE

ABBREVIATIONS	
CFD	COMMUNITY FACILITIES DISTRICT
BOB	BASIS OF BEARING
POB	POINT OF BEGINNING
RB	RADIAL BEARING



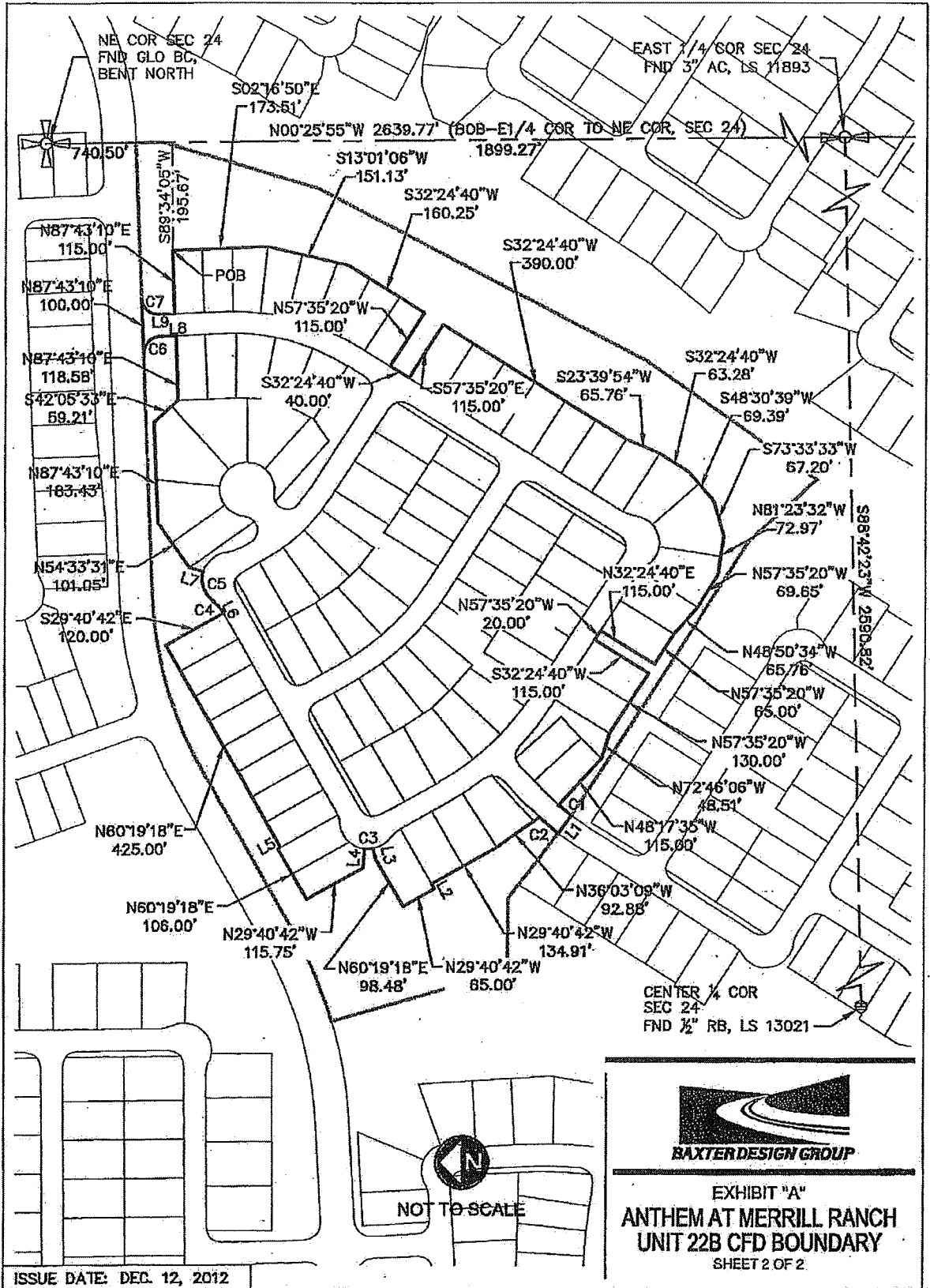
CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	380.00'	30.46'	4°35'32"	15.24
C2	420.00'	45.79'	6°14'47"	22.92
C3	50.00'	15.00'	17°11'19"	7.56
C4	50.00'	22.55'	25°50'31"	11.47
C5	50.00'	63.36'	72°36'33"	36.73
C6	30.00'	47.12'	90°00'00"	30.00
C7	30.00'	47.12'	90°00'00"	30.00



BAXTER DESIGN GROUP

EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22B CFD BOUNDARY
 SHEET 1 OF 2

ISSUE DATE: DEC. 12, 2012



NE COR SEC 24
FND GLO BC,
BENT NORTH

EAST 1/4 COR SEC 24
FND 3" AC, LS 11893

N00°25'55"W 2639.77' (BOB-E) 1/4 COR TO NE COR, SEC 24)

N87°43'10"E 115.00'
N87°43'10"E 100.00'
N87°43'10"E 118.58'
S42°05'33"E 69.21'
N87°43'10"E 183.43'
N54°33'31"E 101.05'
S29°40'42"E 120.00'

N60°19'18"E 425.00'

N60°19'18"E 106.00'

N29°40'42"W 115.75'

N60°19'18"E 98.48'

N29°40'42"W 65.00'

N36°03'09"W 92.88'

N29°40'42"W 134.91'

CENTER 1/4 COR
SEC 24
FND 1/2" RB, LS 13021



NOT TO SCALE



EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22B CFD BOUNDARY
SHEET 2 OF 2

ISSUE DATE: DEC. 12, 2012

**MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2
(Florence, Arizona)**

**ASSESSMENT METHODOLOGY
ASSESSMENT AREA FIVE
(Unit 22A and 22B)**

Prepared by:

**WILLDAN
1440 East Missouri Ave, Suite C170
Phoenix, Arizona 85014
(602) 870-7600**

March 26, 2013

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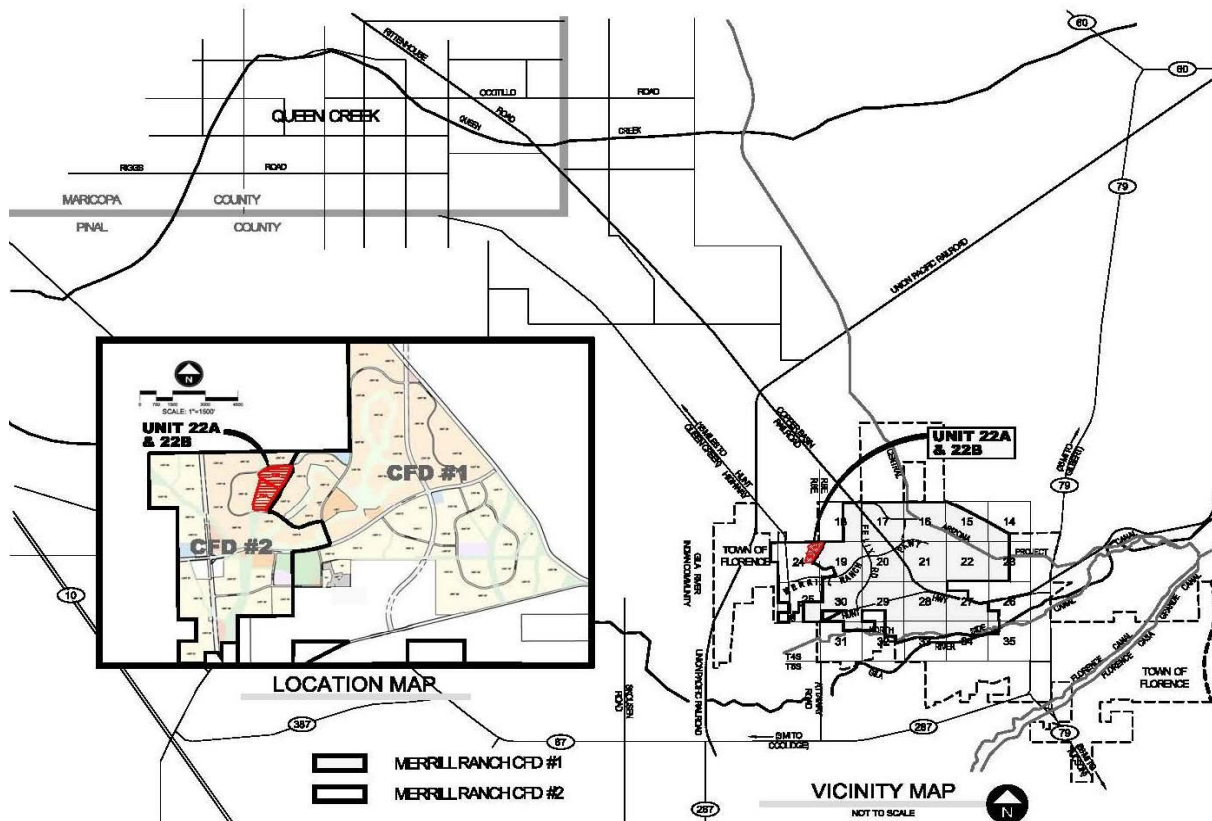
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

ASSESSMENT AREA FIVE – Unit 22A and 22B

Willdan, the District Engineer for the Merrill Ranch Community Facilities District No. 2, makes this report of benefit as directed by District staff in support of the *Feasibility Report for the Incurrence of a Not to Exceed \$556,500 Aggregate Principal Amount of Installment Purchase Agreement for Merrill Ranch Community Facilities District No. 2 Special Assessment (Assessment Area Five)*, dated March 26, 2013 (“Feasibility Report”).

Project Description

The Merrill Ranch master planned community (“Project”) consists of 8,970 acres and is located in Florence, Arizona. On November 21, 2005 the Merrill Ranch Community Facilities District No. 2 was established over 1,071 of such acres to finance the construction and/or acquisition of public infrastructure that are part of the Project. Assessment Area Five of such district (“Assessment Area Five”) consists of Unit 22 in two phases. Unit 22A has 75 residential lots within 28.0858 gross acres and Unit 22B has 84 residential lots within 26.5430 gross acres. Special Assessment relates to the acquisition of public infrastructure that will benefit development of Assessment Area Five. Details related to the project area, infrastructure improvements, costs, and land use can be found in the Feasibility Report.



Description of Improvements

The improvements that will be funded are the subject of the Feasibility Report and this report (the "Improvements") will be public infrastructure that is eligible for funding according to Arizona Revised Statutes Title 48 Community Facilities Act of 1989. The improvements are more fully described in Section 2 of the Feasibility Study. Briefly, the improvements are described as follows:

Street Improvements

The design and construction of certain grading, trenching, staking, asphalt paving, base, concrete curb/gutter and sidewalk, signing, permits and fees, together with appurtenance, contingency, and appurtenant work within public right-of-ways within the defined parcels benefiting as per the Community Master Plan.

This project consists of the installation of asphaltic paving, 4-inch roll and 6-inch vertical curb, 6-foot valley gutter, and 4-foot wide sidewalks within the public roadways of the Assessment Area. The pavement section is anticipated to be 2.5 inches of asphalt on 7 inches of aggregate base course ("ABC"). Improvements will comply with the Maricopa Association of Governments (MAG) standard details. All improvement will be within the public roadways of the Assessment Area.

Storm Drain Improvements

Storm drain improvements consist of the design, survey and construction of local residential storm drain facilities within public right-of-ways along with appurtenances and contingency benefitting each property equally.

Storm drain improvements constructed with this project will be within the public roadways of the Assessment Area. The storm drain will intercept runoff from the public roadways by either catch basins or scuppers, conveying to retention facilities by pipe or overland flow. The catch basins and scuppers will comply with MAG Standard Details. The pipe will be sized between 15 inches and 30 inches of concrete pipe, or approved alternate.

Municipal Fees

Municipal fees for this project consist of fees charged by the Town for plan review and inspections as related to the public improvements to be completed in Assessment Area Five, Unit 22A and 22B.

Preliminary Cost Estimate

A summary of the costs of the portion of the costs of the Improvements to be financed through the installment purchase agreement described in the Feasibility Report (the "Agreement") is as follows, with details available in the Feasibility Report:

**MERRILL RANCH COMMUNITY FACILITIES
DISTRICT No. 2
ASSESSMENT AREA FIVE (Unit 22A and 22B)**

COST ESTIMATE

<u>Improvement Projects</u>	<u>Estimated Costs</u>
PARCEL IMPROVEMENTS	
Engineering	\$ 386,108.00
Storm Drain	\$ 119,450.00
Street Improvements	<u>\$ 576,396.00</u>
TOTAL IMPROVEMENTS	\$ 974,454.00
MUNICIPAL FEES	<u>\$ 100,100.00</u>
Total for Infrastructure in Assessment Area	\$1,185,054.00
FINANCED AMOUNT NOT TO EXCEED	\$ 556,500.00

Assessment Methodology

The State of Arizona Revised Statutes provides that assessments be allocated in proportion to the benefits received by each lot from the improvements. The original assessed amount (prior to cash payments) and consequently the remaining assessments securing the Agreement are allocated at a rate of not to exceed \$3,500.00 per lot to the lots within Assessment Area Five Unit 22A and 22B based upon the following benefit methodology.

The Improvements consist of local roadways and storm drains benefitting equally each of the 159 residential lots included with the Assessment Area. The roadways and storm drains provide a direct and special benefit to the developable lots to be assessed, in that primary access and required infrastructure is made available to the lots assessed for the improvements within the Assessment Area, and, as such, the assessments shall be set such that each lot will be assessed an equal amount.

To further support that the required benefit to each lot within the Assessment Area, no lot within the Assessment Area would be able to develop without the entire infrastructure for the parcel being in place and accepted by the Town of Florence. The standard is addressed in the Town of Florence Sub-Division Development Standards.

Introduction

The Improvements consisting of local residential streets and storm drain systems for the properties within Assessment Area Five. The improvements fall into the following categories:

- Residential Streets
- Storm Drain Facilities
- Municipal Fees

Residential Streets Improvements

The street related Improvements to be installed within Assessment Area Five consist of new construction of the local residential streets within each of the parcels to be assessed. Inclusive within the street improvements will be curb and gutter, sidewalks and valley gutters. These improvements provide a direct and special benefit equally on a per lot basis.

Local Storm Drain Improvements

The local storm drain related Improvements will intercept runoff from local residential roadways by either catch basins or scuppers. The runoff will be conveyed to retention facilities will be by underground pipe systems or above ground channels. These improvements provide a direct and special benefit equally on a per lot basis.

Municipal Fees

This Municipal Fees and related Improvements consist of review and inspection services to review construction plans related to the improvements to be completed in Assessment Area Five, Unit 22A and 22B and inspection services during the construction phase.

Estimated Special Assessment Liens per Unit/Lot

Based upon the information presented above, the assessment to be placed upon each of the parcels and lots located within Assessment Area Five (Unit 22A and 22B) are as follows:

Assessment Number	Unit /Parcel No.	Use	No. of Lots	Net Ac.	Assessment Lien Per Parcel	Assessment Lien Per Lot (1)
22A	22A	Res	75	12.7891	\$ 262,500.00	\$3,500.00
22B	22B	Res	84	22.9578	\$ 294,000.00	\$3,500.00
TOTALS			159		\$ 556,500.00	\$3,500.00

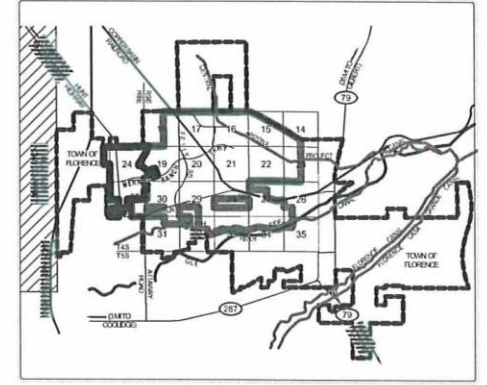
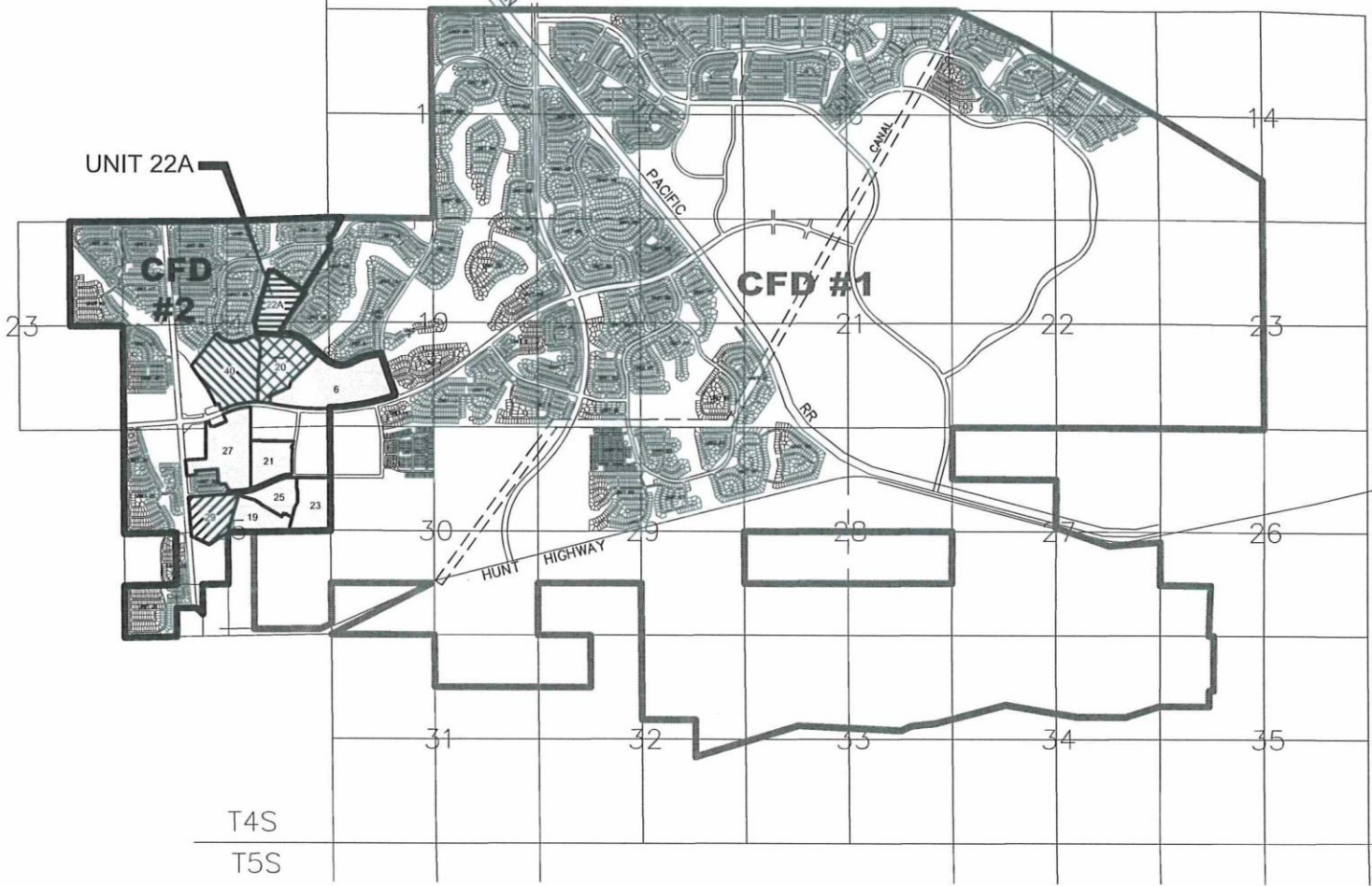
(1) Special assessment liens will not be placed upon common areas, areas owned by homeowner’s associations, public right-of-way, property owned by the District, or other governmental/public entities and will be per lot assessments which will not vary from amounts shown.

Assessment Diagram

R8E
R9E



SCALE: 1" = 3000'



VICINITY MAP
NOT TO SCALE

MERRILL RANCH
Community Facilities District No. 2
ASSESSMENT AREA FIVE
UNIT 22A

DISTRICT ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY BAXTER DESIGN GROUP AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ENGINEER David Lee DATE 3-22-13

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE BOARD OF DIRECTORS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ON THE _____ DAY OF _____, 2013

DISTRICT CLERK _____

SIGNED: THIS _____ DAY OF _____, 2013

SUBMITTED: David Lee DATE 3-22-13
SUPERINTENDENT OF STREETS DATE

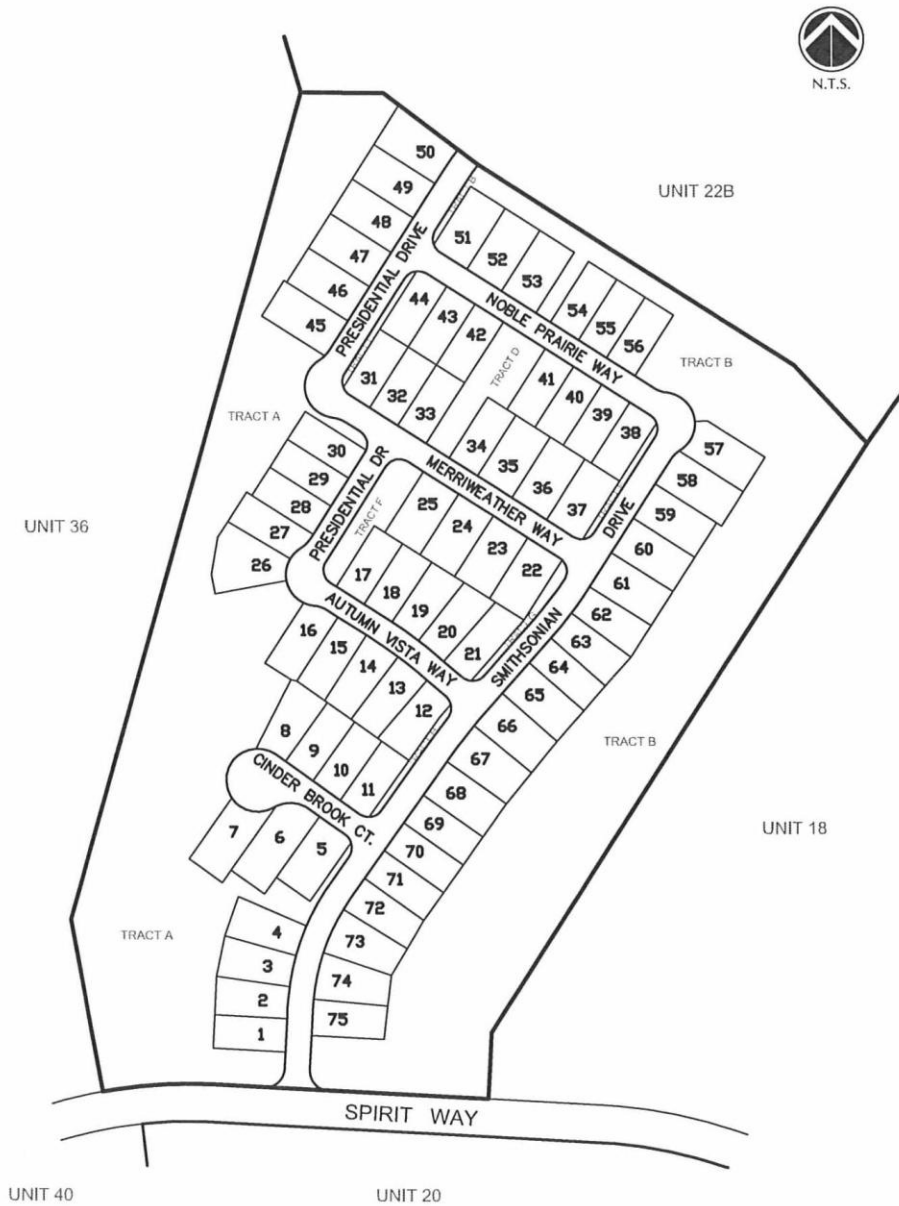
LEGEND

	CFD #2 - MERRILL RANCH, DISTRICT BOUNDARY		
	UNIT NO.		CFD #2 - ASSESSMENT AREA FOUR
	CFD #2 - ASSESSMENT AREA ONE		CFD #2 - ASSESSMENT AREA FIVE
	CFD #2 - ASSESSMENT AREA TWO		
	CFD #2 - ASSESSMENT AREA THREE		



PROJECT NO.:
13909
DATE:
3-18-2013
SHEET NO.
1 OF 2

LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
001	022-01-001	6095	\$3,700.00
002	022-01-002	6485	\$3,700.00
003	022-01-003	6744	\$3,700.00
004	022-01-004	6744	\$3,700.00
005	022-01-005	7695	\$3,700.00
006	022-01-006	9490	\$3,700.00
007	022-01-007	7035	\$3,700.00
008	022-01-008	6980	\$3,700.00
009	022-01-009	6095	\$3,700.00
010	022-01-010	6095	\$3,700.00
011	022-01-011	6071	\$3,700.00
012	022-01-012	6618	\$3,700.00
013	022-01-013	6871	\$3,700.00
014	022-01-014	7013	\$3,700.00
015	022-01-015	6840	\$3,700.00
016	022-01-016	7064	\$3,700.00
017	022-01-017	6095	\$3,700.00
018	022-01-018	6175	\$3,700.00
019	022-01-019	6516	\$3,700.00
020	022-01-020	6726	\$3,700.00
021	022-01-021	6867	\$3,700.00
022	022-01-022	7474	\$3,700.00
023	022-01-023	7475	\$3,700.00
024	022-01-024	7475	\$3,700.00
025	022-01-025	7590	\$3,700.00
026	022-01-026	9150	\$3,700.00
027	022-01-027	6510	\$3,700.00
028	022-01-028	6095	\$3,700.00
029	022-01-029	6095	\$3,700.00
030	022-01-030	6095	\$3,700.00
031	022-01-031	6071	\$3,700.00
032	022-01-032	6095	\$3,700.00
033	022-01-033	6095	\$3,700.00
034	022-01-034	6095	\$3,700.00
035	022-01-035	7475	\$3,700.00
036	022-01-036	7475	\$3,700.00
037	022-01-037	7451	\$3,700.00
038	022-01-038	6071	\$3,700.00
039	022-01-039	6095	\$3,700.00
040	022-01-040	6095	\$3,700.00
041	022-01-041	6095	\$3,700.00
042	022-01-042	6095	\$3,700.00
043	022-01-043	6095	\$3,700.00
044	022-01-044	6071	\$3,700.00
045	022-01-045	8034	\$3,700.00
046	022-01-046	7475	\$3,700.00
047	022-01-047	7475	\$3,700.00
048	022-01-048	7475	\$3,700.00
049	022-01-049	7475	\$3,700.00
050	022-01-050	8088	\$3,700.00
051	022-01-051	7451	\$3,700.00
052	022-01-052	7475	\$3,700.00
053	022-01-053	7475	\$3,700.00
054	022-01-054	6095	\$3,700.00
055	022-01-055	6095	\$3,700.00
056	022-01-056	6095	\$3,700.00
057	022-01-057	7634	\$3,700.00
058	022-01-058	8096	\$3,700.00
059	022-01-059	7508	\$3,700.00
060	022-01-060	7507	\$3,700.00
061	022-01-061	7507	\$3,700.00
062	022-01-062	6491	\$3,700.00
063	022-01-063	6555	\$3,700.00
064	022-01-064	6121	\$3,700.00
065	022-01-065	7508	\$3,700.00
066	022-01-066	7729	\$3,700.00
067	022-01-067	7871	\$3,700.00
068	022-01-068	7475	\$3,700.00
069	022-01-069	6210	\$3,700.00
070	022-01-070	6210	\$3,700.00
071	022-01-071	6210	\$3,700.00
072	022-01-072	6595	\$3,700.00
073	022-01-073	7330	\$3,700.00
074	022-01-074	7326	\$3,700.00
075	022-01-075	6514	\$3,700.00



MERRILL RANCH
Community Facilities District No. 2
ASSESSMENT AREA FIVE

UNIT 22A

ASSESSMENT NO.
022-01-001 thru 022-01-075

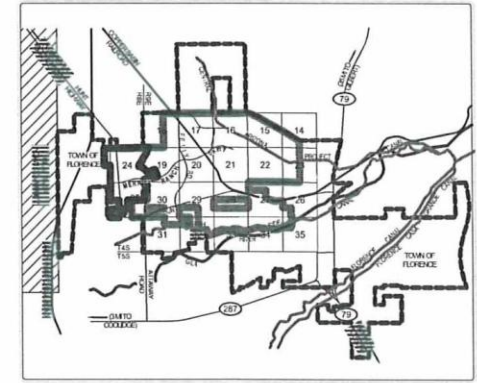
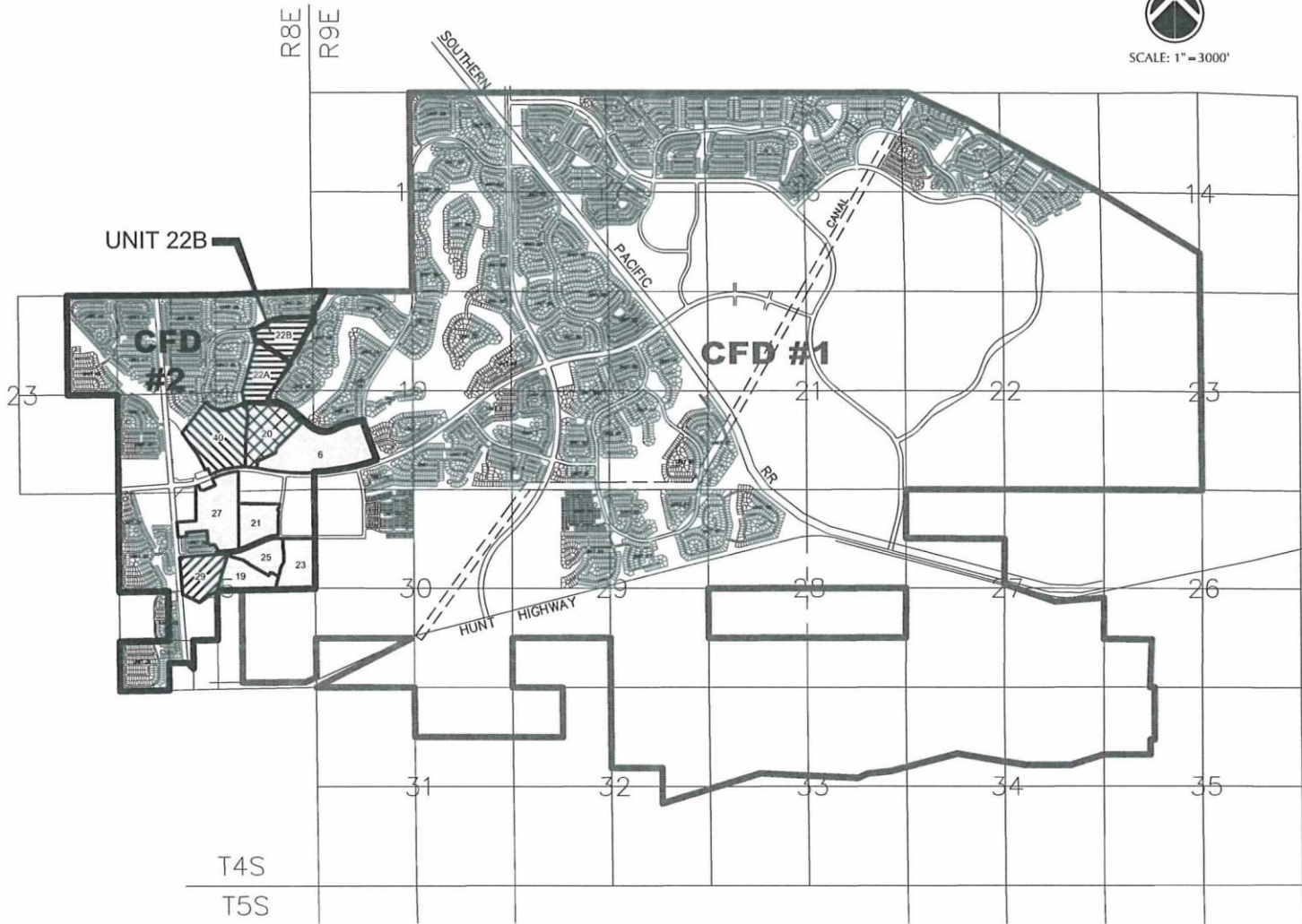
NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DICTATED IN THE FEASIBILITY REPORT DATED FEBRUARY 6, 2006, ON FILE WITH THE DISTRICT CLERK.

WILLDAN Engineering

PROJECT NO.: 13909
DATE: 3-18-2013
SHEET NO.: 2 OF 2



SCALE: 1" = 3000'



VICINITY MAP
NOT TO SCALE

MERRILL RANCH
Community Facilities District No. 2
ASSESSMENT AREA FIVE
UNIT 22B

DISTRICT ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY BAXTER DESIGN GROUP AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David Ben 8-22-13
ENGINEER DATE

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE BOARD OF DIRECTORS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ON THE _____ DAY OF _____, 2013

DISTRICT CLERK

SIGNED: THIS _____ DAY OF _____, 2013

SUBMITTED: *David Ben* 3-22-13
SUPERINTENDENT OF STREETS DATE

LEGEND

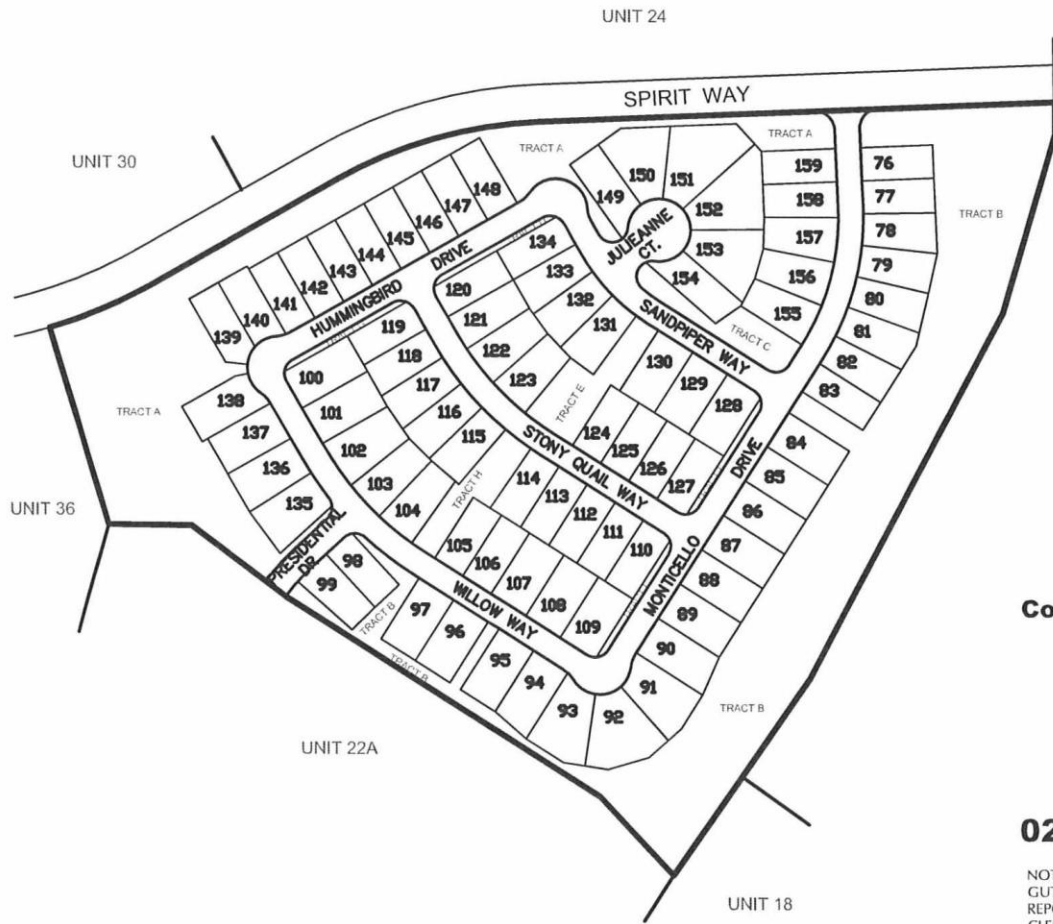
	CFD #2 - MERRILL RANCH, DISTRICT BOUNDARY		CFD #2 - ASSESSMENT AREA FOUR
	UNIT NO.		CFD #2 - ASSESSMENT AREA FIVE
	CFD #2 - ASSESSMENT AREA ONE		
	CFD #2 - ASSESSMENT AREA TWO		
	CFD #2 - ASSESSMENT AREA THREE		

WILLDAN
Engineering

PROJECT NO: 13909
DATE: 3-18-2013
SHEET NO. 1 OF 2

LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
076	022-02-076	6095	\$3,700.00
077	022-02-077	6208	\$3,700.00
078	022-02-078	6769	\$3,700.00
079	022-02-079	6824	\$3,700.00
080	022-02-080	6824	\$3,700.00
081	022-02-081	7003	\$3,700.00
082	022-02-082	6567	\$3,700.00
083	022-02-083	6095	\$3,700.00
084	022-02-084	7475	\$3,700.00
085	022-02-085	7475	\$3,700.00
086	022-02-086	7475	\$3,700.00
087	022-02-087	7475	\$3,700.00
088	022-02-088	7475	\$3,700.00
089	022-02-089	7475	\$3,700.00
090	022-02-090	7800	\$3,700.00
091	022-02-091	8870	\$3,700.00
092	022-02-092	10994	\$3,700.00
093	022-02-093	9362	\$3,700.00
094	022-02-094	7798	\$3,700.00
095	022-02-095	7475	\$3,700.00
096	022-02-096	7475	\$3,700.00
097	022-02-097	7475	\$3,700.00
098	022-02-098	6077	\$3,700.00
099	022-02-099	6601	\$3,700.00
100	022-02-100	7776	\$3,700.00
101	022-02-101	7800	\$3,700.00
102	022-02-102	8637	\$3,700.00
103	022-02-103	7117	\$3,700.00
104	022-02-104	7140	\$3,700.00
105	022-02-105	6095	\$3,700.00
106	022-02-106	6095	\$3,700.00
107	022-02-107	7475	\$3,700.00
108	022-02-108	7475	\$3,700.00
109	022-02-109	7451	\$3,700.00
110	022-02-110	6071	\$3,700.00
111	022-02-111	6095	\$3,700.00
112	022-02-112	6095	\$3,700.00
113	022-02-113	6095	\$3,700.00
114	022-02-114	6367	\$3,700.00
115	022-02-115	6614	\$3,700.00
116	022-02-116	6783	\$3,700.00
117	022-02-117	6664	\$3,700.00
118	022-02-118	6293	\$3,700.00
119	022-02-119	6071	\$3,700.00
120	022-02-120	6336	\$3,700.00
121	022-02-121	6665	\$3,700.00
122	022-02-122	7024	\$3,700.00
123	022-02-123	7180	\$3,700.00
124	022-02-124	6095	\$3,700.00
125	022-02-125	6095	\$3,700.00
126	022-02-126	6095	\$3,700.00
127	022-02-127	6071	\$3,700.00
128	022-02-128	7451	\$3,700.00
129	022-02-129	7475	\$3,700.00
130	022-02-130	7475	\$3,700.00
131	022-02-131	6055	\$3,700.00
132	022-02-132	6031	\$3,700.00
133	022-02-133	6501	\$3,700.00
134	022-02-134	6071	\$3,700.00
135	022-02-135	8243	\$3,700.00
136	022-02-136	7727	\$3,700.00
137	022-02-137	7496	\$3,700.00
138	022-02-138	7658	\$3,700.00
139	022-02-139	6650	\$3,700.00
140	022-02-140	6259	\$3,700.00
141	022-02-141	6359	\$3,700.00
142	022-02-142	6360	\$3,700.00
143	022-02-143	6360	\$3,700.00
144	022-02-144	6360	\$3,700.00
145	022-02-145	6360	\$3,700.00
146	022-02-146	6360	\$3,700.00
147	022-02-147	6360	\$3,700.00
148	022-02-148	6480	\$3,700.00
149	022-02-149	7175	\$3,700.00
150	022-02-150	9352	\$3,700.00

LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
151	022-02-151	12241	\$3,700.00
152	022-02-152	11151	\$3,700.00
153	022-02-153	9462	\$3,700.00
154	022-02-154	7034	\$3,700.00
155	022-02-155	6936	\$3,700.00
156	022-02-156	7053	\$3,700.00
157	022-02-157	7154	\$3,700.00
158	022-02-158	6481	\$3,700.00
159	022-02-159	6285	\$3,700.00



MERRILL RANCH
Community Facilities District No. 2
ASSESSMENT AREA FIVE

UNIT 22B

ASSESSMENT NO.
022-02-076 thru 022-02-159

NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPCITED IN THE FEASIBILITY REPORT DATED FEBRUARY 6, 2006, ON FILE WITH THE DISTRICT CLERK.

	PROJECT NO.:	13909
	DATE:	3-18-2013
	SHEET NO.	2 OF 2

Legal Description of Assessment Area



BAXTER DESIGN GROUP

Legal Description CFD Boundary

Anthem at Merrill Ranch, Unit 22A – Excluding Portions of Tracts A and B

A parcel of land lying within the East half of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (Basis of Bearing), 2639.77 feet. Also, from the East quarter corner, the Center quarter corner of Section 24 (found a ½" rebar, LS 13021) bears South 88 degrees 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degrees 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 714.71 feet to a point from which the Northeast quarter corner of Section 24 bears North 00 degrees 25 minutes 55 seconds West, a distance of 1925.06 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, a distance of 783.05 feet to the **POINT OF BEGINNING**;

Thence South 32 degrees 24 minutes 40 seconds West, 130.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 9.50 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 255.42 feet;

Thence South 41 degrees 17 minutes 10 seconds West, 178.98 feet;

Thence South 39 degrees 13 minutes 13 seconds West, 127.82 feet;

Thence South 35 degrees 18 minutes 29 seconds West, 227.00 feet;

Thence South 30 degrees 30 minutes 20 seconds West, 101.80 feet;

Thence South 06 degrees 42 minutes 05 seconds West, 102.24 feet;

Thence North 87 degrees 06 minutes 25 seconds West, 115.50 feet;

Thence South 02 degrees 53 minutes 35 seconds West, 56.03 feet;

Thence Southeasterly, an arc distance of 47.12 feet along a curve to the left having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence North 87 degrees 06 minutes 25 seconds West, 100.00 feet;

Thence Northeasterly, an arc distance of 47.12 feet along a non-tangent curve to the left who's radius point bears North 02 degrees 53 minutes 35 seconds East a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;



Thence North 02 degrees 53 minutes 35 seconds East, 27.65 feet;

Thence North 87 degrees 06 minutes 25 seconds West, 115.00 feet;

Thence North 02 degrees 53 minutes 35 seconds East, 114.23 feet;

Thence North 11 degrees 43 minutes 18 seconds East, 66.03 feet;

Thence North 19 degrees 29 minutes 58 seconds East, 66.03 feet;

Thence North 49 degrees 19 minutes 33 seconds West, 33.84 feet;

Thence North 54 degrees 41 minutes 31 seconds West, 65.00 feet;

Thence North 35 degrees 18 minutes 29 seconds East, 118.10 feet;

Thence Northeasterly, an arc distance of 105.78 feet along a non-tangent curve to the right who's radius point bears North 55 degrees 35 minutes 42 seconds East a distance of 50.00 feet and a central angle of 121 degrees 13 minutes 10 seconds;

Thence North 26 degrees 56 minutes 41 seconds East, 123.51 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 48.99 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 115.15 feet;

Thence Northwesterly, an arc distance of 46.54 feet along a non-tangent curve to the right who's radius point bears North 25 degrees 46 minutes 06 seconds East a distance of 50.00 feet with a central angle of 53 degrees 20 minutes 00 seconds;

Thence South 79 degrees 06 minutes 05 seconds West, 115.00 feet;

Thence North 10 degrees 53 minutes 55 seconds West, 31.88 feet;

Thence North 09 degrees 56 minutes 16 seconds East, 60.35 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 85.22 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 10.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 173.17 feet;

Thence Northeasterly, an arc distance of 80.52 feet along a non-tangent curve to the right who's radius point bears North 55 degrees 59 minutes 21 seconds East a distance of 50.00 feet with a central angle of 92 degrees 15 minutes 50 seconds;

Thence Northeasterly, and arc distance of 10.43 feet along a reverse curve to the left having a radius of 50.00 feet with a central angle of 11 degrees 57 minutes 19 seconds;



Thence North 57 degrees 35 minutes 20 seconds West, 118.54 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 67.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 5.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 334.92 feet;

Thence South 52 degrees 53 minutes 06 seconds East, 156.81 feet;

Thence Southwesterly, an arc distance of 31.20 feet along a non-tangent curve to the left who's radius point bears South 52 degrees 53 minutes 06 seconds East a distance of 380.00 feet with a central angle of 04 degrees 42 minutes 14 seconds;

Thence South 32 degrees 24 minutes 40 seconds West, 4.49 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 205.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 27.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 159.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 35.59 feet;

Thence Easterly, an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet with a central angle of 25 degrees 50 minutes 31 seconds;

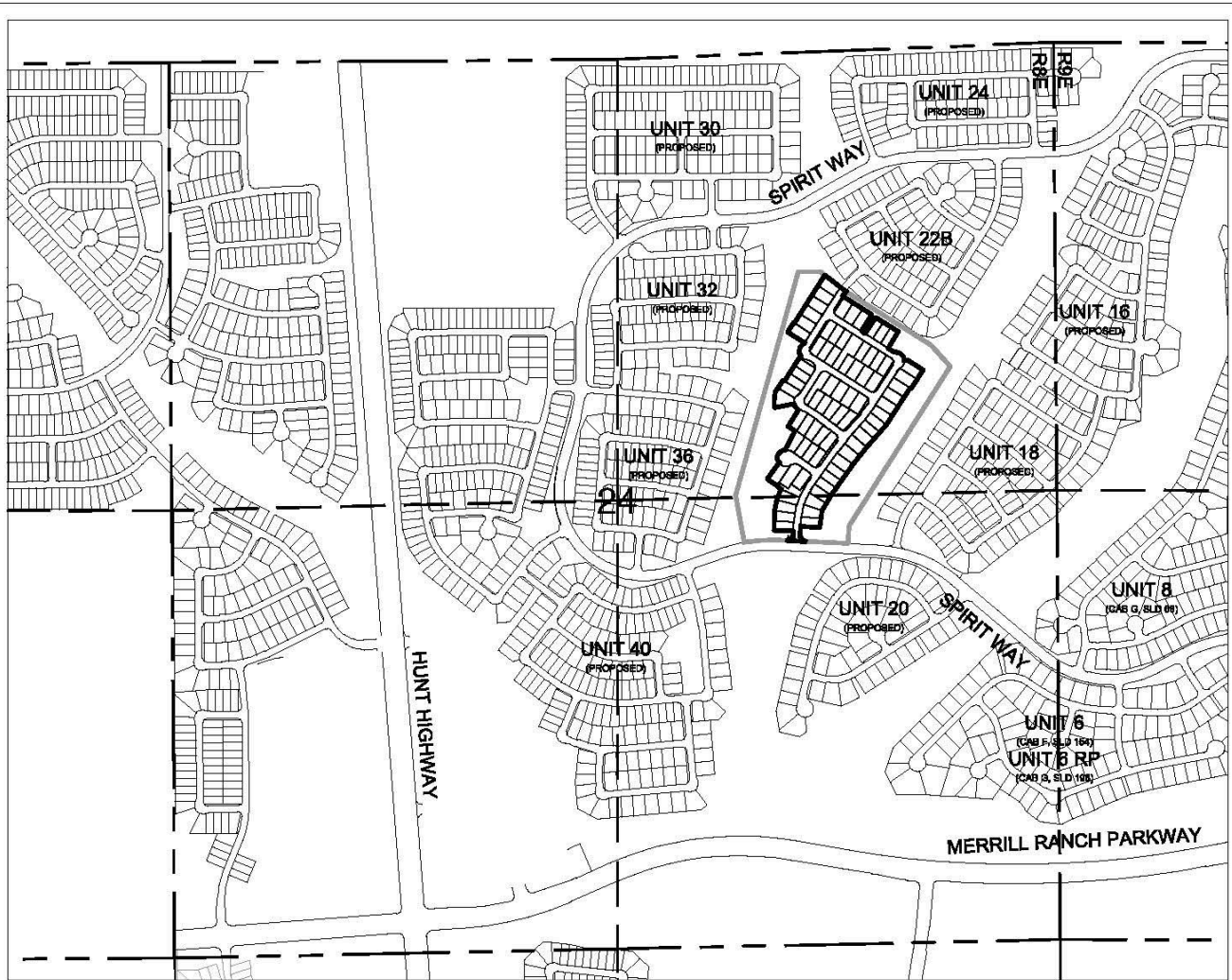
Thence Southeasterly, an arc distance of 69.19 feet along a reverse curve to the right having a radius of 50.00 feet with a central angle of 79 degrees 17 minutes 14 seconds;

Thence North 85 degrees 51 minutes 23 seconds East, 20.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 108.77 feet to the **POINT OF BEGINNING.**

Containing 708,950 square feet or 16.2753 acres more or less.

See Exhibit "A", attached.

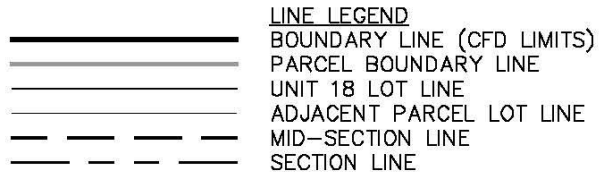


VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°53'35"W	56.03'
L2	N02°53'35"E	27.65'
L3	N49°19'33"W	33.84'
L4	N54°41'31"W	65.00'
L5	N57°35'20"W	48.99'
L6	N10°53'55"W	31.88'
L7	S57°35'20"E	10.00'
L8	S57°35'20"E	5.00'
L9	S32°24'40"W	4.49'
L10	S57°35'20"E	35.59'
L11	N85°51'23"E	20.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	30.00'	47.12'	90°00'00"	30.00
C2	30.00'	47.12'	90°00'00"	30.00
C3	50.00'	46.54'	53°20'00"	25.11
C4	50.00'	10.43'	11°57'19"	5.24
C5	380.00'	31.20'	4°42'14"	15.61
C6	50.00'	22.55'	25°50'31"	11.47

ISSUE DATE: DEC. 11, 2012



ABBREVIATIONS

- CFD COMMUNITY FACILITIES DISTRICT
- BOB BASIS OF BEARING
- POB POINT OF BEGINNING
- RB RADIAL BEARING

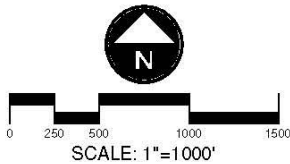
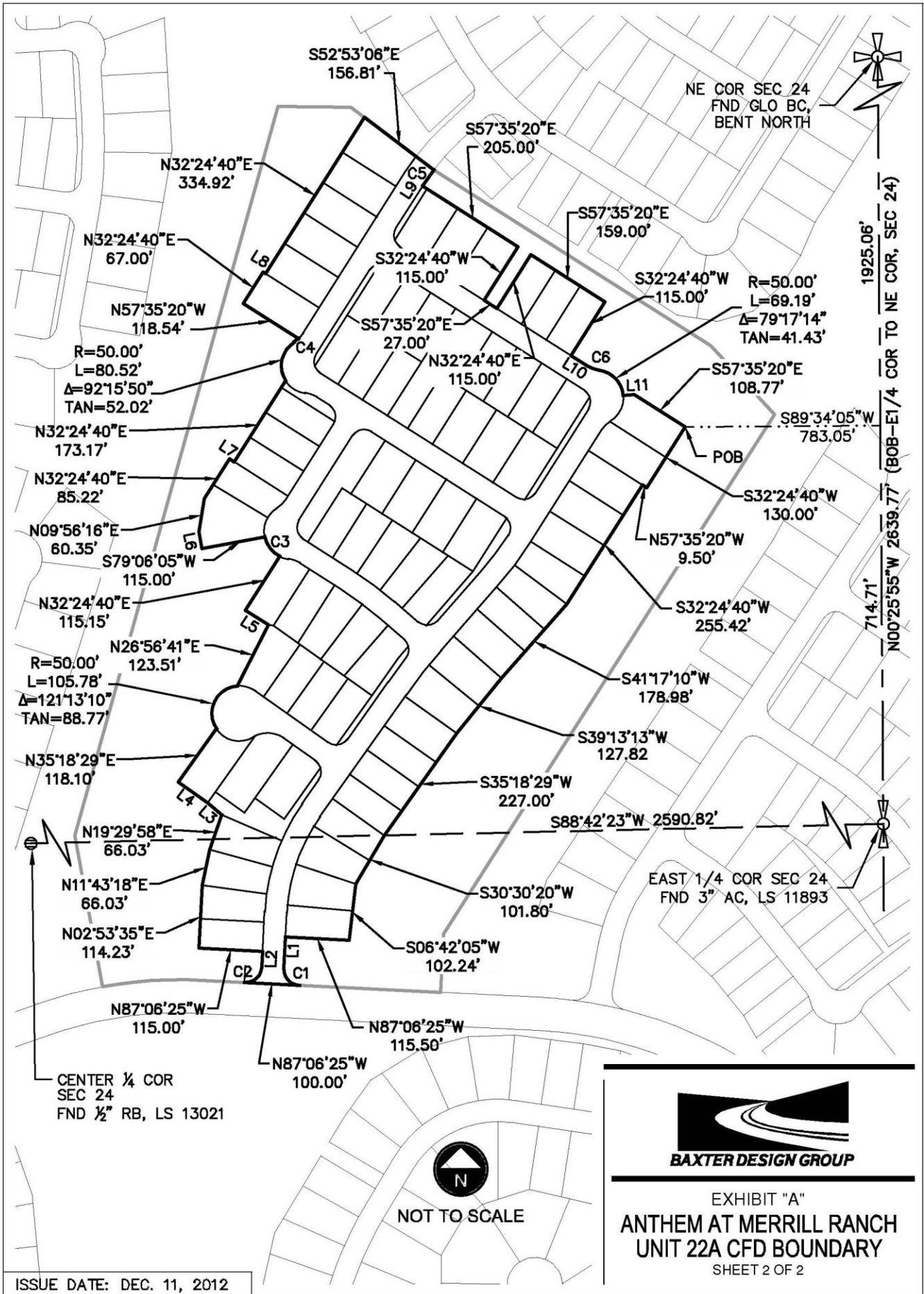


EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22A CFD BOUNDARY
 SHEET 1 OF 2



ISSUE DATE: DEC. 11, 2012



Legal Description CFD Boundary
Anthem at Merrill Ranch, Unit 22B – Excluding Portions of Tracts A and B

A parcel of land lying within the Northeast quarter of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (Basis of Bearing), 2639.77 feet. Also, from the East quarter corner, the Center quarter corner of Section 24 (found a ½" rebar, LS 13021) bears South 88 degrees 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degrees 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 1899.27 feet to a point from which the Northeast quarter corner of Section 24 bears North 00 degrees 25 minutes 55 seconds West, a distance of 740.50 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, a distance of 195.67 feet to the **POINT OF BEGINNING**;

Thence South 02 degrees 16 minutes 50 seconds East, 173.51 feet;

Thence South 13 degrees 01 minutes 06 seconds West, 151.13 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 160.25 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 115.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 40.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 115.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 390.00 feet;

Thence South 23 degrees 39 minutes 54 seconds West, 65.76 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 63.28 feet;

Thence South 48 degrees 30 minutes 39 seconds West, 69.39 feet;

Thence South 73 degrees 33 minutes 33 seconds West, 67.20 feet;

Thence North 81 degrees 23 minutes 32 seconds West, 72.97 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 69.65 feet;

Thence North 48 degrees 50 minutes 34 seconds West, 65.76 feet;



Thence North 57 degrees 35 minutes 20 seconds West, 65.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 115.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 20.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 130.00 feet;

Thence North 72 degrees 46 minutes 06 seconds West, 48.51 feet;

Thence North 48 degrees 17 minutes 35 seconds West, 115.00 feet;

Thence Southwesterly, an arc distance of 30.46 feet along a non-tangent curve to the left who's radius point bears South 48 degrees 17 minutes 35 seconds East a distance of 380.00 feet and a central angle of 04 degrees 35 minutes 32 seconds;

Thence North 52 degrees 53 minutes 06 seconds West, 40.00 feet;

Thence Northeasterly, an arc distance of 45.79 feet along a non-tangent curve to the right who's radius point bears South 52 degrees 53 minutes 06 seconds East a distance of 420.00 feet with a central angle of 06 degrees 14 minutes 47 seconds;

Thence North 36 degrees 03 minutes 09 seconds West, 92.88 feet;

Thence North 29 degrees 40 minutes 42 seconds West, 134.91 feet;

Thence South 60 degrees 19 minutes 18 seconds West, 9.68 feet;

Thence North 29 degrees 40 minutes 42 seconds West, 65.00 feet;

Thence North 60 degrees 19 minutes 18 seconds East, 98.48 feet;

Thence North 78 degrees 27 minutes 33 seconds East, 20.00 feet;

Thence Northerly, an arc distance of 15.00 feet along a non-tangent curve to the right who's radius point bears North 78 degrees 27 minutes 33 seconds East a distance of 50.00 feet and a central angle of 17 degrees 11 minutes 19 seconds;

Thence North 84 degrees 21 minutes 08 seconds West, 35.17 feet;

Thence North 29 degrees 40 minutes 42 seconds West, 115.75 feet;

Thence North 60 degrees 19 minutes 18 seconds East, 106.00 feet;

Thence South 29 degrees 40 minutes 42 seconds East, 5.00 feet;



Thence North 60 degrees 19 minutes 18 seconds East, 425.00 feet;

Thence South 29 degrees 40 minutes 42 seconds East, 120.00 feet;

Thence North 60 degrees 19 minutes 18 seconds East, 4.90 feet;

Thence Northeasterly, an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet with a central angle of 25 degrees 50 minutes 31 seconds;

Thence Easterly, an arc distance of 63.36 feet along a reverse curve to the right having a radius of 50.00 feet with a central angle of 72 degrees 36 minutes 33 seconds;

Thence North 17 degrees 05 minutes 19 seconds East, 25.60 feet;

Thence North 54 degrees 33 minutes 31 seconds East, 101.05 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 183.43 feet;

Thence South 42 degrees 05 minutes 33 seconds East, 59.21 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 118.58 feet;

Thence North 02 degrees 16 minutes 50 seconds West, 30.48 feet;

Thence Northwesterly, an arc distance of 47.12 feet along a curve to the left having a radius of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence North 87 degrees 43 minutes 10 seconds East, 100.00 feet;

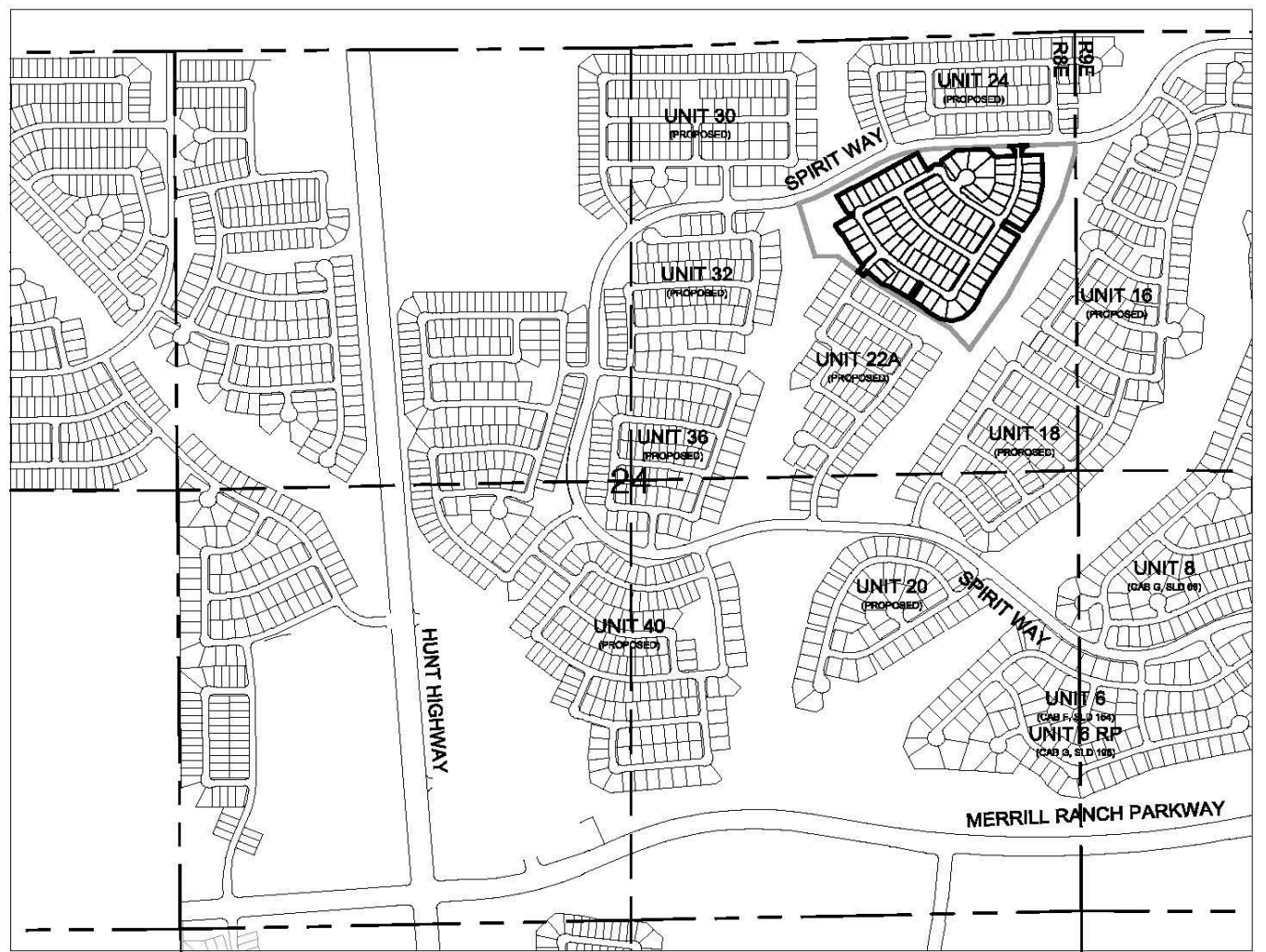
Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left whose radius point bears South 02 degrees 16 minutes 50 seconds East a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence South 02 degrees 16 minutes 50 seconds East, 30.48 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 115.00 feet to the **POINT OF BEGINNING.**

Containing 811,453 square feet or 18.6284 acres more or less.

See Exhibit "A", attached.



VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N52°53'06"W	40.00'
L2	S60°19'18"W	9.68'
L3	N78°27'33"E	20.00'
L4	N84°21'08"W	35.17'
L5	S29°40'42"E	5.00'
L6	N60°19'18"E	4.90'
L7	N17°05'19"E	25.60'
L8	N02°16'50"W	30.48'
L9	S02°16'50"E	30.48'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	380.00'	30.46'	4°35'32"	15.24
C2	420.00'	45.79'	6°14'47"	22.92
C3	50.00'	15.00'	17°11'19"	7.56
C4	50.00'	22.55'	25°50'31"	11.47
C5	50.00'	63.36'	72°36'33"	36.73
C6	30.00'	47.12'	90°00'00"	30.00
C7	30.00'	47.12'	90°00'00"	30.00

- LINE LEGEND**
- BOUNDARY LINE (CFD LIMITS)
 - PARCEL BOUNDARY LINE
 - UNIT 18 LOT LINE
 - ADJACENT PARCEL LOT LINE
 - MID-SECTION LINE
 - SECTION LINE

- ABBREVIATIONS**
- CFD COMMUNITY FACILITIES DISTRICT
 - BOB BASIS OF BEARING
 - POB POINT OF BEGINNING
 - RB RADIAL BEARING

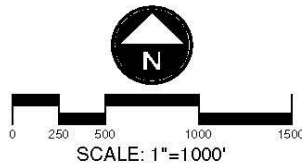
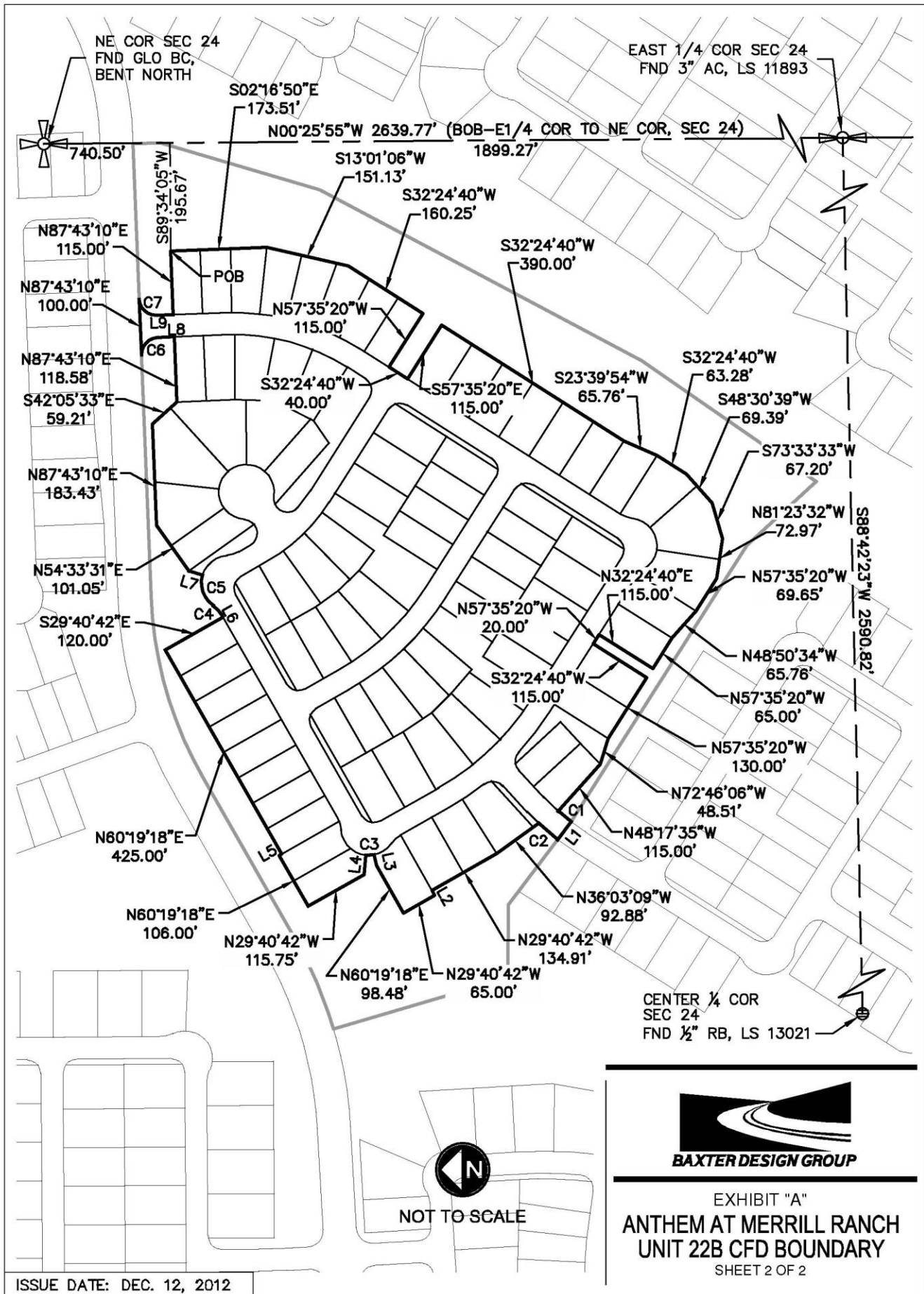


EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22B CFD BOUNDARY
 SHEET 1 OF 2

ISSUE DATE: DEC. 12, 2012



ISSUE DATE: DEC. 12, 2012

NOT TO SCALE



EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22B CFD BOUNDARY
 SHEET 2 OF 2

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

Assessment Area Five

UNIT 22A				
Assessment Number	Lot No.	APN	Address	Assessment
022-01-001	1		3844 N SMITHSONIAN DR	\$3,500.00
022-01-002	2		3858 N SMITHSONIAN DR	\$3,500.00
022-01-003	3		3870 N SMITHSONIAN DR	\$3,500.00
022-01-004	4		3876 N SMITHSONIAN DR	\$3,500.00
022-01-005	5		7553 W CINDER BROOK CT	\$3,500.00
022-01-006	6		7577 W CINDER BROOK CT	\$3,500.00
022-01-007	7		7601 W CINDER BROOK CT	\$3,500.00
022-01-008	8		7600 W CINDER BROOK CT	\$3,500.00
022-01-009	9		7578 W CINDER BROOK CT	\$3,500.00
022-01-010	10		7564 W CINDER BROOK CT	\$3,500.00
022-01-011	11		7552 W CINDER BROOK CT	\$3,500.00
022-01-012	12		7503 W AUTUMN VISTA WAY	\$3,500.00
022-01-013	13		7519 W AUTUMN VISTA WAY	\$3,500.00
022-01-014	14		7535 W AUTUMN VISTA WAY	\$3,500.00
022-01-015	15		7551 W AUTUMN VISTA WAY	\$3,500.00
022-01-016	16		7567 W AUTUMN VISTA WAY	\$3,500.00
022-01-017	17		7564 W AUTUMN VISTA WAY	\$3,500.00
022-01-018	18		7548 W AUTUMN VISTA WAY	\$3,500.00
022-01-019	19		7532 W AUTUMN VISTA WAY	\$3,500.00
022-01-020	20		7518 W AUTUMN VISTA WAY	\$3,500.00
022-01-021	21		7502 W AUTUMN VISTA WAY	\$3,500.00
022-01-022	22		7461 W MERRIWEATHER WAY	\$3,500.00
022-01-023	23		7475 W MERRIWEATHER WAY	\$3,500.00
022-01-024	24		7489 W MERRIWEATHER WAY	\$3,500.00
022-01-025	25		7515 W MERRIWEATHER WAY	\$3,500.00
022-01-026	26		4048 N PRESIDENTIAL DR	\$3,500.00
022-01-027	27		4062 N PRESIDENTIAL DR	\$3,500.00
022-01-028	28		4080 N PRESIDENTIAL DR	\$3,500.00
022-01-029	29		4096 N PRESIDENTIAL DR	\$3,500.00
022-01-030	30		4112 N PRESIDENTIAL DR	\$3,500.00
022-01-031	31		7552 W MERRIWEATHER WAY	\$3,500.00
022-01-032	32		7544 W MERRIWEATHER WAY	\$3,500.00
022-01-033	33		7528 W MERRIWEATHER WAY	\$3,500.00
022-01-034	34		7502 W MERRIWEATHER WAY	\$3,500.00
022-01-035	35		7488 W MERRIWEATHER WAY	\$3,500.00
022-01-036	36		7474 W MERRIWEATHER WAY	\$3,500.00
022-01-037	37		7460 W MERRIWEATHER WAY	\$3,500.00
022-01-038	38		7425 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-039	39		7437 W NOBLE PRAIRIE WAY	\$3,500.00

022-01-040	40		7451 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-041	41		7465 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-042	42		7491 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-043	43		7503 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-044	44		7517 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-045	45		4162 N PRESIDENTIAL DR	\$3,500.00
022-01-046	46		4178 N PRESIDENTIAL DR	\$3,500.00
022-01-047	47		4192 N PRESIDENTIAL DR	\$3,500.00
022-01-048	48		4206 N PRESIDENTIAL DR	\$3,500.00
022-01-049	49		4220 N PRESIDENTIAL DR	\$3,500.00
022-01-050	50		4234 N PRESIDENTIAL DR	\$3,500.00
022-01-051	51		7516 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-052	52		7500 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-053	53		7484 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-054	54		7468 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-055	55		7452 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-056	56		7438 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-057	57		4105 N SMITHSONIAN DR	\$3,500.00
022-01-058	58		4091 N SMITHSONIAN DR	\$3,500.00
022-01-059	59		4077 N SMITHSONIAN DR	\$3,500.00
022-01-060	60		4055 N SMITHSONIAN DR	\$3,500.00
022-01-061	61		4043 N SMITHSONIAN DR	\$3,500.00
022-01-062	62		4031 N SMITHSONIAN DR	\$3,500.00
022-01-063	63		4019 N SMITHSONIAN DR	\$3,500.00
022-01-064	64		4007 N SMITHSONIAN DR	\$3,500.00
022-01-065	65		3985 N SMITHSONIAN DR	\$3,500.00
022-01-066	66		3973 N SMITHSONIAN DR	\$3,500.00
022-01-067	67		3961 N SMITHSONIAN DR	\$3,500.00
022-01-068	68		3949 N SMITHSONIAN DR	\$3,500.00
022-01-069	69		3937 N SMITHSONIAN DR	\$3,500.00
022-01-070	70		3925 N SMITHSONIAN DR	\$3,500.00
022-01-071	71		3901 N SMITHSONIAN DR	\$3,500.00
022-01-072	72		3889 N SMITHSONIAN DR	\$3,500.00
022-01-073	73		3877 N SMITHSONIAN DR	\$3,500.00
022-01-074	74		3865 N SMITHSONIAN DR	\$3,500.00
022-01-075	75		3851 N SMITHSONIAN DR	\$3,500.00

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

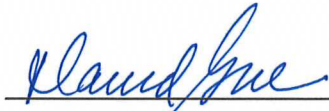
Assessment Area Five

UNIT 22B				
Assessment Number	Lot No.	APN	Address	Assessment
022-02-076	76		4415 N MONTICELLO DR	\$3,500.00
022-02-077	77		4401 N MONTICELLO DR	\$3,500.00
022-02-078	78		4387 N MONTICELLO DR	\$3,500.00
022-02-079	79		4373 N MONTICELLO DR	\$3,500.00
022-02-080	80		4359 N MONTICELLO DR	\$3,500.00
022-02-081	81		4345 N MONTICELLO DR	\$3,500.00
022-02-082	82		4325 N MONTICELLO DR	\$3,500.00
022-02-083	83		4311 N MONTICELLO DR	\$3,500.00
022-02-084	84		4297 N MONTICELLO DR	\$3,500.00
022-02-085	85		4283 N MONTICELLO DR	\$3,500.00
022-02-086	86		4269 N MONTICELLO DR	\$3,500.00
022-02-087	87		4255 N MONTICELLO DR	\$3,500.00
022-02-088	88		4241 N MONTICELLO DR	\$3,500.00
022-02-089	89		4227 N MONTICELLO DR	\$3,500.00
022-02-090	90		4213 N MONTICELLO DR	\$3,500.00
022-02-091	91		4199 N MONTICELLO DR	\$3,500.00
022-02-092	92		4185 N MONTICELLO DR	\$3,500.00
022-02-093	93		7365 W WILLOW WAY	\$3,500.00
022-02-094	94		7377 W WILLOW WAY	\$3,500.00
022-02-095	95		7389 W WILLOW WAY	\$3,500.00
022-02-096	96		7401 W WILLOW WAY	\$3,500.00
022-02-097	97		7415 W WILLOW WAY	\$3,500.00
022-02-098	98		4261 N PRESIDENTIAL DR	\$3,500.00
022-02-099	99		4249 N PRESIDENTIAL DR	\$3,500.00
022-02-100	100		7492 W WILLOW WAY	\$3,500.00
022-02-101	101		7476 W WILLOW WAY	\$3,500.00
022-02-102	102		7464 W WILLOW WAY	\$3,500.00
022-02-103	103		7452 W WILLOW WAY	\$3,500.00
022-02-104	104		7440 W WILLOW WAY	\$3,500.00
022-02-105	105		7416 W WILLOW WAY	\$3,500.00
022-02-106	106		7404 W WILLOW WAY	\$3,500.00
022-02-107	107		7392 W WILLOW WAY	\$3,500.00
022-02-108	108		7380 W WILLOW WAY	\$3,500.00
022-02-109	109		7368 W WILLOW WAY	\$3,500.00
022-02-110	110		7319 W STONY QUAIL WAY	\$3,500.00
022-02-111	111		7331 W STONY QUAIL WAY	\$3,500.00
022-02-112	112		7343 W STONY QUAIL WAY	\$3,500.00
022-02-113	113		7355 W STONY QUAIL WAY	\$3,500.00
022-02-114	114		7367 W STONY QUAIL WAY	\$3,500.00

022-02-115	115		7391 W STONY QUAIL WAY	\$3,500.00
022-02-116	116		7403 W STONY QUAIL WAY	\$3,500.00
022-02-117	117		7415 W STONY QUAIL WAY	\$3,500.00
022-02-118	118		7427 W STONY QUAIL WAY	\$3,500.00
022-02-119	119		7439 W STONY QUAIL WAY	\$3,500.00
022-02-120	120		7438 W STONY QUAIL WAY	\$3,500.00
022-02-121	121		7426 W STONY QUAIL WAY	\$3,500.00
022-02-122	122		7410 W STONY QUAIL WAY	\$3,500.00
022-02-123	123		7392 W STONY QUAIL WAY	\$3,500.00
022-02-124	124		7356 W STONY QUAIL WAY	\$3,500.00
022-02-125	125		7344 W STONY QUAIL WAY	\$3,500.00
022-02-126	126		7332 W STONY QUAIL WAY	\$3,500.00
022-02-127	127		7320 W STONY QUAIL WAY	\$3,500.00
022-02-128	128		7285 W SANDPIPER WAY	\$3,500.00
022-02-129	129		7297 W SANDPIPER WAY	\$3,500.00
022-02-130	130		7309 W SANDPIPER WAY	\$3,500.00
022-02-131	131		7333 W SANDPIPER WAY	\$3,500.00
022-02-132	132		7345 W SANDPIPER WAY	\$3,500.00
022-02-133	133		7357 W SANDPIPER WAY	\$3,500.00
022-02-134	134		7369 W SANDPIPER WAY	\$3,500.00
022-02-135	135		7463 W WILLOW WAY	\$3,500.00
022-02-136	136		7473 W WILLOW WAY	\$3,500.00
022-02-137	137		7489 W WILLOW WAY	\$3,500.00
022-02-138	138		7507 W WILLOW WAY	\$3,500.00
022-02-139	139		4346 N HUMMINGBIRD DR	\$3,500.00
022-02-140	140		4352 N HUMMINGBIRD DR	\$3,500.00
022-02-141	141		4358 N HUMMINGBIRD DR	\$3,500.00
022-02-142	142		4364 N HUMMINGBIRD DR	\$3,500.00
022-02-143	143		4370 N HUMMINGBIRD DR	\$3,500.00
022-02-144	144		4376 N HUMMINGBIRD DR	\$3,500.00
022-02-145	145		4382 N HUMMINGBIRD DR	\$3,500.00
022-02-146	146		4388 N HUMMINGBIRD DR	\$3,500.00
022-02-147	147		4394 N HUMMINGBIRD DR	\$3,500.00
022-02-148	148		4402 N HUMMINGBIRD DR	\$3,500.00
022-02-149	149		4380 N JULIEANNE CT	\$3,500.00
022-02-150	150		4392 N JULIEANNE CT	\$3,500.00
022-02-151	151		4408 N JULIEANNE CT	\$3,500.00
022-02-152	152		4403 N JULIEANNE CT	\$3,500.00
022-02-153	153		4391 N JULIEANNE CT	\$3,500.00
022-02-154	154		4379 N JULIEANNE CT	\$3,500.00
022-02-155	155		4338 N MONTICELLO DR	\$3,500.00
022-02-156	156		4362 N MONTICELLO DR	\$3,500.00
022-02-157	157		4376 N MONTICELLO DR	\$3,500.00
022-02-158	158		4400 N MONTICELLO DR	\$3,500.00
022-02-159	159		4414 N MONTICELLO DR	\$3,500.00

Conclusion

Based upon the information presented herein, it is our opinion that the special assessment allocation methodology results in assessments being allocated in proportion to the benefits received by each Lot therein for the improvements to be provided thereby.



**David P. Gue, P.E.
District Engineer**

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

Assessment Area Five

UNIT 22A				
Assessment Number	Lot No.	APN	Address	Assessment
022-01-001	1		3844 N SMITHSONIAN DR	\$3,500.00
022-01-002	2		3858 N SMITHSONIAN DR	\$3,500.00
022-01-003	3		3870 N SMITHSONIAN DR	\$3,500.00
022-01-004	4		3876 N SMITHSONIAN DR	\$3,500.00
022-01-005	5		7553 W CINDER BROOK CT	\$3,500.00
022-01-006	6		7577 W CINDER BROOK CT	\$3,500.00
022-01-007	7		7601 W CINDER BROOK CT	\$3,500.00
022-01-008	8		7600 W CINDER BROOK CT	\$3,500.00
022-01-009	9		7578 W CINDER BROOK CT	\$3,500.00
022-01-010	10		7564 W CINDER BROOK CT	\$3,500.00
022-01-011	11		7552 W CINDER BROOK CT	\$3,500.00
022-01-012	12		7503 W AUTUMN VISTA WAY	\$3,500.00
022-01-013	13		7519 W AUTUMN VISTA WAY	\$3,500.00
022-01-014	14		7535 W AUTUMN VISTA WAY	\$3,500.00
022-01-015	15		7551 W AUTUMN VISTA WAY	\$3,500.00
022-01-016	16		7567 W AUTUMN VISTA WAY	\$3,500.00
022-01-017	17		7564 W AUTUMN VISTA WAY	\$3,500.00
022-01-018	18		7548 W AUTUMN VISTA WAY	\$3,500.00
022-01-019	19		7532 W AUTUMN VISTA WAY	\$3,500.00
022-01-020	20		7518 W AUTUMN VISTA WAY	\$3,500.00
022-01-021	21		7502 W AUTUMN VISTA WAY	\$3,500.00
022-01-022	22		7461 W MERRIWEATHER WAY	\$3,500.00
022-01-023	23		7475 W MERRIWEATHER WAY	\$3,500.00
022-01-024	24		7489 W MERRIWEATHER WAY	\$3,500.00
022-01-025	25		7515 W MERRIWEATHER WAY	\$3,500.00
022-01-026	26		4048 N PRESIDENTIAL DR	\$3,500.00
022-01-027	27		4062 N PRESIDENTIAL DR	\$3,500.00
022-01-028	28		4080 N PRESIDENTIAL DR	\$3,500.00
022-01-029	29		4096 N PRESIDENTIAL DR	\$3,500.00
022-01-030	30		4112 N PRESIDENTIAL DR	\$3,500.00
022-01-031	31		7552 W MERRIWEATHER WAY	\$3,500.00
022-01-032	32		7544 W MERRIWEATHER WAY	\$3,500.00
022-01-033	33		7528 W MERRIWEATHER WAY	\$3,500.00
022-01-034	34		7502 W MERRIWEATHER WAY	\$3,500.00
022-01-035	35		7488 W MERRIWEATHER WAY	\$3,500.00
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022-01-037	37		7460 W MERRIWEATHER WAY	\$3,500.00
022-01-038	38		7425 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-039	39		7437 W NOBLE PRAIRIE WAY	\$3,500.00

022-01-040	40		7451 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-041	41		7465 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-042	42		7491 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-043	43		7503 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-044	44		7517 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-045	45		4162 N PRESIDENTIAL DR	\$3,500.00
022-01-046	46		4178 N PRESIDENTIAL DR	\$3,500.00
022-01-047	47		4192 N PRESIDENTIAL DR	\$3,500.00
022-01-048	48		4206 N PRESIDENTIAL DR	\$3,500.00
022-01-049	49		4220 N PRESIDENTIAL DR	\$3,500.00
022-01-050	50		4234 N PRESIDENTIAL DR	\$3,500.00
022-01-051	51		7516 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-052	52		7500 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-053	53		7484 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-054	54		7468 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-055	55		7452 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-056	56		7438 W NOBLE PRAIRIE WAY	\$3,500.00
022-01-057	57		4105 N SMITHSONIAN DR	\$3,500.00
022-01-058	58		4091 N SMITHSONIAN DR	\$3,500.00
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022-01-067	67		3961 N SMITHSONIAN DR	\$3,500.00
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022-01-072	72		3889 N SMITHSONIAN DR	\$3,500.00
022-01-073	73		3877 N SMITHSONIAN DR	\$3,500.00
022-01-074	74		3865 N SMITHSONIAN DR	\$3,500.00
022-01-075	75		3851 N SMITHSONIAN DR	\$3,500.00

When recorded, please return to:

Michael Cafiso, Esq.
Greenberg Traurig, LLP
Suite 700
2375 East Camelback Road
Phoenix, Arizona 85016

THIS FIFTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FIVE - UNITS 22A & 22B), dated as of April 1, 2013 (hereinafter referred to as this "Amendment"), for DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2), dated as of November 1, 2005, as amended by the First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, the Second Amendment and Waivers (Assessment Area Two*), dated as of April 1, 2008, the Third Amendment and Waivers (Assessment Area Three - Unit 40), dated as of November 1, 2009, and the Fourth Amendment and Waivers (Assessment Area Four - Unit 20), dated as of February 1, 2010 (as so amended hereinafter referred to as the "Agreement"), by and between Merrill Ranch Community Facilities District No. 2, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "District"), and Pulte Home Corporation, a corporation duly incorporated and validly existing pursuant to the laws of the State of Michigan and having an interest in certain property within the boundaries of the District (hereinafter referred to as the "Owner");

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "Act"), and Section 9-500.05, Arizona Revised Statutes, as amended, the Town of Florence, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona; the District; the Owner and Pulte Development Company, a corporation duly incorporated and validly existing pursuant to the laws of the State of Michigan, entered into the Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in

* Unit 29

the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the Property (as such term and all other undefined terms used in these Recitals are defined in the Agreement), the Municipality, the District and the Owner specified some of such matters in the Agreement, particularly matters relating to the construction or acquisition of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of the Owner with respect thereto, all pursuant to the Act, such public infrastructure being necessary for the Owner to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, the Agreement provided that the Assessment Bonds shall be issued if certain conditions are met to provide moneys for certain public infrastructure purposes described in the General Plan of the District, and the use of the proceeds of the sale of the Assessment Bonds was a subject of the Agreement; and

WHEREAS, the Agreement provided that an amendment thereto would provide (1) for the designation from time to time of Assessed Property and of the portions of the Infrastructure, the acquisition of which is to be financed with the proceeds of the sale of Assessment Bonds and (2) the means by which the Owner would accept the Assessments and have the Assessments allocated and recorded against the various parcels comprising the Assessed Property; and

WHEREAS, Section 10.5 of the Agreement provides that the Agreement can be altered and otherwise amended if the amendment is solely for the purpose of designating certain parcels of "Property" and portions of "Infrastructure" (as contemplated by the definitions of "Assessed Property" and "Work" in connection with "Assessments") and accepting, allocating and recording Assessments against such parcels (as contemplated by Section 6.2(c)(2) of the Agreement) and waivers related thereto and need be signed only by (and shall be effective against only) the District and the owner of such parcels; and

WHEREAS, subsequent to the execution and delivery of the Agreement, State law was amended to provide that the District may provide that the collection of installments of the Assessments be paid to such owner for the costs of public infrastructure purposes, until the District Board of the District determined, if ever, that the Assessment Bonds for such purposes should be issued and that, until such Assessment Bonds are issued, the Assessments may bear interest at the rate specified by the District Board of the District; and

WHEREAS, this Amendment as an amendment to a "development agreement" is consistent with the "general plan" of the Municipality, as defined in Section 9-461, Arizona Revised Statutes, as amended, applicable to the Property on the date this Agreement is executed; and

WHEREAS, the appropriate representatives of the Owner (i) have, independently with the assistance of legal counsel, reviewed and evaluated all of the law of the State as it relates to the subject matter of this Amendment; (ii) have a full and complete knowledge and understanding of such law; (iii) are sufficiently knowledgeable and experienced in such matters to be able to evaluate the risks and merits of matters provided by this Amendment and (iv) are voluntarily causing the Owner to enter into this Amendment knowing that the terms and provisions of this Amendment shall run with and encumber the Area Five Assessed Property and bind the entities executing this Amendment and their successors and assigns; and

WHEREAS, such representatives of the Owner have reviewed the boundaries of the Area Five Assessed Property as well as the Area Five Estimate, the Area Five Work Plans and Specifications and the Area Five Assessment Diagram (as such terms are hereinafter defined); and

WHEREAS, the Owner is receiving fair consideration and reasonably equivalent value for its execution hereof; the Owner is not now insolvent, nor will the execution hereof, render the Owner insolvent; no obligation of the Owner has been incurred with the intent to hinder, delay or defraud present or future creditors and the execution hereof does not involve the incurrence by the Owner of an obligation or debt which the Owner reasonably believes is or will become beyond the ability of the Owner to pay as it becomes due;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto amend the Agreement by providing for the purposes described hereinabove to provide that they agree that:

Section 1. (a) For all purposes of this Amendment, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section have the meanings assigned to them in this Section and include, as appropriate, the plural as well as the singular, and otherwise the terms used herein have the meanings assigned to them in the Agreement:

"Area Five Assessed Property" means the parcels of the Property described in the Exhibit to this Amendment.

"Area Five Assessment Bonds" means the bonds entitled "Special Assessment Lien Bonds (Assessment Area Five)" of the District or such other title approved by the District Board which may be authorized to be sold and issued by the District as described in this Amendment, payable from amounts collected from, among other sources, the Area Five Assessments, remaining after payment of the principal amounts paid pursuant to Section 2(d)(3).

"Area Five Assessment Diagram" means the assessment diagram to be on file with the District Clerk, prepared by the District Engineer and the Superintendent of Streets, as amended from time to time, showing estimated maximum dollar amounts of benefits derived from the Area Five Work for each parcel of the Area Five Assessed Property and assessing against each such parcel the maximum proportionate share of costs and expenses of the Area Five Work, the contents of which are hereby incorporated herein by this reference.

"Area Five Assessments" means, as to be originally levied and as thereafter reallocated as described herein, the proportionate share of costs and expenses of Area Five Work levied against each parcel of the Area Five Assessed Property pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

"Area Five Estimate" means the estimate included in the Area Five Report, such portion of the contents of which are hereby incorporated herein by this reference, being the total of amounts necessary to pay the total of all amounts due pursuant to the Agreement for the Area Five Work not otherwise paid from cash collections of the Area Five Assessments.

"Area Five Report" means the Report applicable to the Area Five Work on file with the District Clerk.

"Area Five Work" means the portions of the Infrastructure described in the Area Five Report, such portion of the contents of which are hereby incorporated herein by this reference, the acquisition of which is to be financed as provided herein.

"Area Five Work Plans and Specifications" means the Plans and Specifications for the corresponding Acquisition Projects on file with the District Clerk, which shall compose the Area Five Work, the contents of which are hereby incorporated herein by this reference.

"Assessment Collection Agreement" means the Community Facilities District Assessment Collection Agreement (Merrill Ranch Community Facilities District No. 2), dated as of September 1, 2009, by and between the Treasurer of Pinal County, Arizona, and the District.

(b) All references in this Amendment to designated "Exhibits," "Sections" and other subdivisions are to the designated Exhibits, Sections and other subdivisions of this Amendment as originally executed unless otherwise indicated.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Exhibit, Section or other subdivision.

Section 2. (a) Notwithstanding any provision of the Agreement to the contrary, this Section shall apply to this Amendment

and, if ever issued, the Area Five Assessment Bonds to the exclusion of any conflicting provision therein:

(1) (A) Subject to reduction as provided in Section 2(a)(2)(E), the Area Five Assessments shall be levied based on the Area Five Estimate upon all of the Area Five Assessed Property based on the benefits received by and as allocated to the parcels into which the Area Five Assessed Property is or is to be divided in an amount of \$3,500 per typical equivalent dwelling unit lot; provided, however, that unless the Owner pays the difference to the District in cash (which the District hereby agrees to apply to the payment of the amounts due the Owner pursuant to Section 2(d)(3) and, if ever issued, after the issuance thereof, the Area Five Assessment Bonds according to their terms) the amount allocated per lot shall never be in total less than the principal amount due to the Owner pursuant hereto or, if ever issued, after the issuance thereof, the principal amount of the Area Five Assessment Bonds. With respect to each such allocation, the Owner shall provide to the District Manager evidence satisfactory to the District Manager of any matters the District Manager may reasonably request, including particularly with respect to the condition of title of any lot and that the value of the remaining lots after such allocation is at least equal to the remaining total of such principal amount, in each case as applicable, evidencing such values on a lot by lot basis, if necessary.

(B) The Owner accepts the Area Five Assessments which are in an amount not more than the total amount of the Area Five Estimate against the Area Five Assessed Property and shall have the Area Five Assessments allocated and recorded with the County Recorder of Pinal County, Arizona, by means of this Amendment against the various parcels comprising the Area Five Assessed Property.

(C) The Area Five Assessed Property receives benefits from the Area Five Work equal to not less than the Area Five Assessments as so allocated to the parcels into which the Area Five Assessed Property is or is to be divided, and the Area Five Assessments shall be final, conclusive and binding upon the Owner whether or not the Area Five Work is completed in substantial compliance with the Area Five Work Plans and Specifications.

(2) (A) The Owner approves the boundaries of the Area Five Assessed Property as well as the Area Five Estimate, the Area Five Work Plans and Specifications and the Area Five Assessment Diagram.

(B) This Amendment shall be construed to be an express consent by the Owner that (I) the District may, with respect to the Area Five Assessed Property, incur costs and expenses necessary to complete the Area Five Work and (II) the District may levy and collect the Area Five Assessments in amounts sufficient to pay the amounts indicated in the Area Five Estimate, including for the Area Five Work, but not in excess of the total amount of the Area Five Estimate.

(C) The mailing to the governing body of the Municipality of the Area Five Estimate and the Area Five Work Plans and Specifications in the form of the Area Five Report pursuant to Section 48-715, Arizona Revised Statutes, as amended, shall satisfy the filing requirements of Section 48-577, Arizona Revised Statutes, as amended, and the publication of the notice of hearing on the Area Five Report pursuant to Section 48-715, Arizona Revised Statutes, as amended, shall satisfy the publication and posting requirements of Section 48-578, Arizona Revised Statutes, as amended.

(D) Installments of the Area Five Assessments (whether paid to the Owner pursuant to Section 2(d)(3), or if issued, with respect to the Area Five Assessment Bonds) shall be credited against such costs and expenses.

(E) Notwithstanding Section 4.2 of the Agreement but instead pursuant to Section 2(d)(3), the District shall pay the Segment Price for and acquire from the Owner, and the Owner shall accept the Segment Price for and sell to the District, each Segment which is part of the Area Five Work after approval of the Area Five Report and at the same time as the levy of the Area Five Assessment by filing with the District Manager the appropriate Conveyance for such Segment, and the same shall be considered as payment for purposes of Section 7.1 of the Agreement. (For purposes hereof, the definition of "Segment Price" shall be read as follows, additions in **bold** and deletions stricken out: an amount equal to the sum of (1) the amounts **estimated to be paid by an Owner in the Area Five Report** for design of the Segment (including the costs of the review of such design by the District Engineer), (2) the amounts **estimated to be paid by an Owner in the Area Five Report** for construction of the Segment pursuant to the Acquisition Project Construction Contract for such Segment (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) the amounts **estimated to be paid by an Owner in the Area Five Report** for inspection and supervision of performance under such Acquisition Project Construction Contract including an amount determined by the Engineers in the Certificate of Engineers for such Segment determined to be then commercially reasonable by them, ~~but in no event less than five percent (5%) or more than ten percent (10%) of the amount described in clause (2) hereof for such Segment,~~ for construction administration, (4) the fair market value of real property for rights of way, easements and any other interests in real property which are part of or related to such Segment, ~~(5) interest during the period starting after the Segment has been accepted by the Municipality for use but before the provisions of Section 7.1 hereof are effective with respect to such Segment until the Segment Price for such Segment can be paid,~~ calculated at the rates of interest equal to the prime rate as reported in the West Coast Edition of The Wall Street Journal plus two percent (2%) from day to day on the amounts expended for purposes of clause (1), (2) and (3) hereof during such period and ~~(65) other miscellaneous costs for such Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate~~

of the Engineers for that Segment estimated in the Area Five Report.) If prior to the sale and conveyance by the Owner of any of the Area Five Assessed Property to any other party the Owner has not presented to the District Manager the Certificate of the Engineers evidencing that the amounts of the Segments Prices described above were incurred by the Owner in an amount at least equal to the Area Five Assessments, the Area Five Assessments shall be reduced by a corresponding, proportioned amount as calculated by the District Engineer, and the Area Five Assessments shall be modified accordingly by the District Board at such time. (The forms of the Conveyance and the Certificate of the Engineers shall be revised in a form acceptable to the District Manager to conform with their use as described above.) Other materials otherwise required to be filed pursuant to Section 4.2 of the Agreement shall also be filed prior to any sale by the Owner of any of the Area Five Assessed Property to any other party for amounts to continue to be payable pursuant to Section 2(d)(3).

(3) Notwithstanding that Section 32-2181(I), Arizona Revised Statutes, as amended, may be construed to prevent any waiver of the right to appear before the District Board on any hearing required at or prior to the confirmation of the Area Five Assessments, the Owner instead hereby requests that the District Board hold hearings on any protests with respect to the Area Five Work and objections to the extent of the Area Five Assessed Property (all of which is to be assessed) pursuant to Sections 48-579 and 580, Arizona Revised Statutes, as amended, any objections to award of applicable contracts with respect to the Area Five Work pursuant to Section 48-584, Arizona Revised Statutes, as amended, and any objections with respect to the Area Five Assessments or to any previous proceedings connected therewith or claim that the Area Five Work has not been performed according to any applicable contract or the Area Five Work Plans and Specifications pursuant to Section 48-590, Arizona Revised Statutes, as amended, should any protests or objections or any requests for hearings with respect thereto be made prior to the confirmation of the Area Five Assessments. The Owner hereby waives all formal requirements of notice (whether to be mailed, posted or published) and the passage of time prior to such hearings and further consents that hearings and proceedings may be consolidated and held by the District Board on the same day or days.

(4) The Owner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives:

(I) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the Area Five Assessed Property;

(II) any and all notices and time periods related thereto provided by Section 48-576, et seq., Arizona Revised Statutes, as amended, including, but not limited, to mailing, posting and publication, as applicable, of any notice required in connection with the adoption of the resolution of intention with respect to the

Area Five Work, the noticing of proposed improvements with respect to the Area Five Work, the adoption of the resolution ordering the improvements with respect to the Area Five Work, the noticing of ordering of the improvements with respect to the Area Five Work, the noticing of award of applicable contracts with respect to the Area Five Work, the Area Five Assessments and any other procedural steps and related proceedings necessary in connection with the Area Five Work;

(III) any and all protests with respect to the Area Five Work and objections to the extent of the Area Five Assessed Property (all of which is to be assessed) and including any right to file a written protest or objection for such purpose and any right to any hearing on such matters;

(IV) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption by the District Board of, the Area Five Assessed Property (all of which is to be assessed), the Area Five Work Plans and Specifications, the Area Five Estimate and the Area Five Assessment Diagram, all of which provide for and effectuate the completion of the Area Five Work;

(V) any and all defects, irregularities, illegalities or deficiencies in, or in the awarding of, any contracts for or with respect to, the Area Five Work, including, but not limited to, any right to claim that any of the acts or proceedings relating to the Area Five Work are irregular, illegal or faulty pursuant to Section 48-584(E), Arizona Revised Statutes, as amended, any right to file a notice specifying in which respect the acts and proceedings are irregular, illegal or faulty and any right to any hearing in connection therewith;

(VI) any and all actions and defenses against the Area Five Assessments, this Amendment or any of the Area Five Assessment Bonds, including, but not limited to, the judicial review granted by Section 48-721(A), Arizona Revised Statutes, as amended, as to whether the Area Five Property (all of which is to be assessed) is benefited by the Area Five Work;

(VII) any right to object to the legality of any of the Area Five Assessments or to any of the previous proceedings connected therewith or claim that the Area Five Work has not been performed according to any applicable contract or the Area Five Work Plans and Specifications in each case as permitted pursuant to Section 48-590(G), Arizona Revised Statutes, as amended, and including any right to file a written notice specifying the grounds of such objection and any right to any hearing in connection therewith;

(VIII) any right to demands for, or of cash payment of the Area Five Assessments pursuant to Section 48-590, Arizona Revised Statutes, as amended, except as may otherwise be ordered by the District Board and

(IX) any and all provisions of any collateral security instruments relating to the Area Five Assessed Property (all of which is to be assessed) which prohibit the establishment of the Area Five Assessed Property, designation of the boundaries of the Area Five Assessed Property (all of which is to be assessed), completion of the Area Five Work and levying and recording of the Area Five Assessments.

(5) The Area Five Work is of more than local or ordinary public benefit, and the Area Five Assessed Property receives a benefit from the Area Five Work in an amount not less than shown in the Area Five Assessment Diagram.

(6) Instead of the public bidding, bonding and contracting requirements set forth in Sections 48-581 and 584, Arizona Revised Statutes, as amended, the provisions therefor provided by the Agreement have been or will be complied with respect to the Area Five Work.

(b) The Owner shall execute all documents necessary, appropriate or incidental to the purposes of this Amendment, particularly as they relate to this Section thereof, as long as such documents are consistent with this Amendment and do not create additional liability of any type to the signers by virtue of execution thereof.

(c) Notwithstanding any provision of the Agreement to the contrary, this Amendment as it relates to the Owner shall be a covenant and agreement running with the Area Five Assessed Property and shall be recorded in the records of the County Recorder of Pinal County, Arizona, as a lien and encumbrance against the Area Five Assessed Property. In the event of any sale, transfer or other conveyance by the Owner of the right, title or interest of the Owner in the Area Five Assessed Property or any part thereof, the Property or such part thereof shall continue to be bound by all of the terms, conditions and provisions hereof; any purchaser, transferee or other subsequent owner shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof. To the extent that the Area Five Assessments after levied remain unpaid, the Area Five Assessments shall constitute liens against the Area Five Assessed Property in the amounts indicated in the Area Five Assessment Diagram, as provided by, and pursuant to, this Amendment and the Act and shall be enforceable and collectable with the same force and effect originally provided to them.

(d) (1) For purposes of Section 5.2(a)(1) of the Agreement and instead thereof, the installments of the Area Five Assessments shall be paid to the Owner as installment purchase payments for the acquisition provided by Section 2(a)(2)(E).

(2) In addition to the purposes provided in Section 6.2(c)(1) of the Agreement, the Area Five Assessments shall also be levied for the purposes of this Amendment. The Area Five Assessments shall be collected pursuant to the Assessment Collection Agreement.

(3) The aggregate principal amount payable pursuant to this Section is \$_____, which shall bear interest from the date of the levy of the Area Five Assessments at the rate of _____ percent (____%) per annum until paid. Such principal amount shall be amortized such that the payments of principal on the first day of January of each year and interest on the first day of January and July of each year with respect to the Area Five Assessments will be substantially equal over a period ending July 1, 2036

(4) The payments due pursuant to this Section shall be prepayable at the option of the District prior to their due date in whole or from time to time in part on any date, upon payment of the principal amount to be prepaid, plus accrued interest, if any, from the most recent payment date to the prepayment date, without premium, from, and only from, funds of the District which are prepaid with respect to the Area Five Assessments and are deposited in the "Prepayment Account" (as such term is hereinafter defined) as described in Section 6.2(c)(1) of the Agreement.

(5) The payments due pursuant to this Section shall also be prepayable at the option of the District prior to their due date in whole on any date, upon payment of the amount available pursuant to Section 2(e)(2) even if such amount is less than the principal amount payable pursuant to Section 2(d)(3) then unpaid, plus accrued interest, if any, from the most recent payment date to the prepayment date, without a premium, from proceeds of the sale of the Area Five Assessment Bonds.

(6) The District shall establish a special fund designated its "Special Assessment Lien (Assessment Area Five) Fund" (herein referred to as the "Fund") and within the Fund (1) a special account designated the "Principal Account," (2) a special account designated the "Interest Account," (3) a special account designated the "Prepayment Account" and (4) a special account designated the "Expenses Account." The money deposited to the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account, together with all investments thereof and investment income therefrom, shall be applied solely as follows:

The District shall, upon receipt, deposit to the credit of

- the Principal Account amounts collected by or remitted to the District from the collection of the principal portion of installments with respect to the Area Five Assessments and which are allocated in the budget of the District for the applicable fiscal year

for the payment of principal on the amounts due pursuant to Section 2(d)(3).

- the Interest Account amounts collected by or remitted to the District from the collection of the interest portion of installments with respect to the Area Five Assessment and which are allocated in the budget of the District for the applicable fiscal year for payment of the interest on the amounts due pursuant to Section 2(d)(3).

- the Prepayment Account

amounts remitted to the District as prepayments of installments with respect to the Area Five Assessments to the extent provided in Sections 2(d)(4) and not necessary to pay principal of or interest on the Bonds (which shall be held in the Principal Account and the Interest Account, respectively) prior to the application of such amounts to prepay the amounts due pursuant to Section 2(d)(3);

amounts received by the District as proceeds from any foreclosure sale of any real property which is the subject of the Area Five Assessments due to a failure to pay an installment which is the subject of the Area Five Assessments and

amounts paid pursuant to Section 2(d)(5).

- the Expenses Account amounts collected by or remitted to the District from the collection of amounts to be applied for the payment of expenses and costs of the District arising from the financing of the Area Five Work, including, particularly, but not by way of limitation, expenses and costs for agents or third parties required to administer the Area Five Assessments and this Amendment, prepare annual audits and budgets and provide for any purposes otherwise related to such activities of the District as a portion of the interest portion of installments with respect to the Area Five Assessments to the extent provided in Section 2(a)(1)(A) and which are allocated in the budget of the District for the applicable fiscal year for the payment of such expenses.

The amounts in the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account shall be applied solely as follows:

- the amounts in the Principal Account shall be applied to pay principal due pursuant to Section 2(d)(3);

- the amounts in the Interest Account shall be applied to pay interest due pursuant to Section 2(d)(3);

- the amounts in the Prepayment Account shall be applied to prepay as described in Sections 2(d)(4) and (5) and

- the amounts in the Expenses Account shall be applied by the District for the purposes described in Section 9.1(b) of the Agreement.

(7) The amounts available because of the Area Five Assessments (calculated after being reduced by any amounts available in the Fund not required for payment of amounts due pursuant to Section 2(d)(3) in the then-current year for, and whether in the form of, regularly payable installments with respect thereto, prepayments thereof, proceeds of the sale of land related to delinquent installments thereof or otherwise) shall be deposited in the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account and applied, in each case, as described in Section 2(d)(6).

(8) Such amounts shall be kept separately from other funds of the District by depositing them in the accounts and amounts provided in Section 2(d)(6).

(9) The District has levied the Area Five Assessments in accordance with the Act and the Resolution of Intention Documents and shall take or cause to be taken all actions required by law to collect and enforce the payment thereof.

(10) If any portion of the Area Five Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any portion of the Area Five Assessments is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make any portion of the Area Five Assessments when it might have done so, the District shall either (1) take all necessary steps to cause a new assessment to be made pursuant to the Act for the whole or any part of the Area Five Work or (2), in its sole discretion, make up the amount of such portion of the Area Five Assessments from legally available funds of the District, which funds shall be deposited into the applicable account of the Fund.

(11) The Area Five Assessments shall be enforced pursuant to the provisions of the Act and the Resolution of Intention Documents, including but not limited to declaring the entire unpaid balance of any portion of the Area Five Assessments to be in default and causing the lien with respect to such portion of the Area Five

Assessments on the related delinquent land to be foreclosed pursuant to the Act and the Resolution of Intention Documents. Notwithstanding the foregoing, neither the District nor the Municipality shall be required under any circumstances to purchase or make payment for the purchase of the delinquent portion of the Area Five Assessments or the related land.

(12) The Board shall make and adopt before the date set by law for certifying the annual budget of the Municipality an annual budget for each fiscal year of the District, as required by the Act, which shall include statements and estimates of the amount to be raised to pay the amounts to be shown in such budget as described in Section 2(d)(6).

(e) (1) If issued, the Area Five Assessment Bonds will be issued at the request and for the benefit of the Owner.

(2) Notwithstanding the first sentence of Section 5.2(c)(2) of the Agreement, the proceeds of the sale of the Area Five Assessment Bonds shall be sold and issued for the purpose of prepaying the balance of amounts due pursuant to Section 2(d)(3) at the time of sale and issuance of the Area Five Assessment Bonds, and the Owner shall accept such amount in satisfaction thereof. The principal amount of the Area Five Assessment Bonds shall not exceed the principal amount remaining unpaid pursuant to Section 2(d)(3), and the Area Five Assessment Bonds shall be amortized over a period not longer than provided in Section 2(d)(3); provided that such period may be shorter if the annual payments described in the next sentence can be maintained. If the effective interest rate at which the Area Five Assessment Bonds are sold and issued exceeds the interest rate being paid on the Area Five Assessments pursuant to Section 2(d)(3), the principal amount of the Area Five Assessment Bonds shall be that amount which can be amortized at such interest rate without increasing the annual payments due with respect to each of the Area Five Assessments, and the principal amounts of the Area Five Assessments shall be modified by the District Board accordingly at such time. The Owner shall accept such redeemed amount as full and complete satisfaction of the amounts due pursuant to Section 2(d)(3). The amounts collected pursuant to the Assessment Collection Agreement shall be reamortized to reflect the effect and the interest payable with respect to the Area Five Assessments of the sale of the Area Five Assessment Bonds and, if applicable, the reduction of the principal amount described above.

(3) Notwithstanding Section 6.2(c)(6)(B) of the Agreement, an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on the Area Five Assessment Bonds, in an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto, shall be contributed by the Owner. Payment from such reserve shall not effect a reduction in the amount of the Area Five Assessments, and any amount collected with respect to

the Area Five Assessments thereafter shall be deposited to such reserve to the extent the Area Five Assessments are so paid therefrom.

(4) The Area Five Assessment Bonds may be sold as a series as part of a composite issue along with other series of the Assessment Bonds. An amount sufficient to pay costs of issuance of the Area Five Assessment Bonds shall also be contributed by the Owner.

Section 3. In the event that the Owner fails to perform its obligations arising under or in connection herewith, including a failure to timely pay the Area Five Assessments, the District shall have the right to enforce its legal, equitable and contractual rights hereunder and under applicable law. If a bankruptcy case that would have the effect of staying the District from enforcement of its rights and remedies hereunder or under applicable law is commenced: (1) in addition to all other rights and remedies, the District shall be entitled to immediate stay relief under 11 U.S.C. § 362 with respect to the enforcement of its rights and remedies hereunder or applicable law for cause, and (2) the Owner shall be obligated to pay, as "adequate protection" under 11 U.S.C. § 361(1), periodic payments in amounts not less than, and at times no less frequently than, the payments required by the Area Five Assessments.

Section 4. All the provisions of this Amendment, including but not limited to all general waivers, waivers of statutory provisions, waivers of due process and other substantive rights, remedies and indemnities contained herein shall be enforceable in strict accordance with their terms.

Section 5. (a) The provisions of the Agreement not excluded by Sections 2(a), (c) and (d) hereof are, in all other respects, applicable to this Amendment, including particularly, but not by way of limitation, those provided in Section 10.9 of the Agreement, and are ratified and confirmed in all respects.

(b) With respect to the Agreement and to the extent applicable under Section 41-440, Arizona Revised Statutes, as amended, the Owner shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Owner of the foregoing shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The District may randomly inspect the papers and records of the Owner to ensure that the Owner is complying with the above-mentioned covenant. The Owner shall keep such papers and records open for random inspection during normal business hours by the Owner. The Owner shall cooperate with the random inspections by the District including granting the District entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) With respect to the Agreement, pursuant to Sections 35-391.06 and 35-393.06, Arizona Revised Statutes, as amended, the Owner does and shall not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Sections 35-391 and 35-393, Arizona Revised Statutes, as amended, as applicable. If the District determines that the foregoing is not the case, the District may impose remedies as provided by law including terminating the Agreement.

IN WITNESS WHEREOF, the officers of the District have duly affixed their signatures and attestations, and the officers of the Owner their signatures, all as of the day and year first written above.

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2

By.....
Tom J. Rankin, Chairperson,
District Board

ATTEST:

.....
Lisa Garcia, District Clerk

PULTE HOME CORPORATION, a Michigan
corporation

By.....
Bruce E. Robinson, Vice President
and Treasurer of Pulte Home
Corporation

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this day of, 2012, by Tom J. Rankin, as Chairperson of the District Board of Merrill Ranch Community Facilities District No. 2, an Arizona community facilities district.

.....
Notary Public

My commission expires:
.....

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this of, 2012, by Bruce E. Robinson, Vice President and Treasurer of Pulte Home Corporation, a Michigan corporation.

.....
Notary Public

My commission expires:
.....

ATTACHMENTS:

EXHIBIT - Legal Description Of The Area Five Assessed Property

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Fifth Amendment And Waivers (Assessment Area Five - Units 22A & 22B), dated April 1, 2013, executed by the Merrill Ranch Community Facilities District No. 2, a municipal corporation, and Pulte Home Corporation, a Michigan Corporation, (the "Notarized Document"). The Notarized Document contains a total of ___ pages.

EXHIBIT

LEGAL DESCRIPTION OF THE AREA FIVE ASSESSED PROPERTY

LEGAL DESCRIPTION

ANTHEM AT MERRILL RANCH, UNITS 22A & 22B



Legal Description CFD Boundary

Anthem at Merrill Ranch, Unit 22A - Excluding Portions of Tracts A and B

A parcel of land lying within the East half of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (Basis of Bearing), 2639.77 feet. Also, from the East quarter corner, the Center quarter corner of Section 24 (found a 1/2" rebar, LS 13021) bears South 88 degrees 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degrees 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 714.71 feet to a point from which the Northeast quarter corner of Section 24 bears North 00 degrees 25 minutes 55 seconds West, a distance of 1925.06 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, a distance of 783.05 feet to the POINT OF BEGINNING;

Thence South 32 degrees 24 minutes 40 seconds West, 130.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 9.50 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 255.42 feet;

Thence South 41 degrees 17 minutes 10 seconds West, 178.98 feet;

Thence South 39 degrees 13 minutes 13 seconds West, 127.82 feet;

Thence South 35 degrees 18 minutes 29 seconds West, 227.00 feet;

Thence South 30 degrees 30 minutes 20 seconds West, 101.80 feet;

Thence South 06 degrees 42 minutes 05 seconds West, 102.24 feet;

Thence North 87 degrees 06 minutes 25 seconds West, 115.50 feet;

Thence South 02 degrees 53 minutes 35 seconds West, 56.03 feet;

Thence Southeasterly, an arc distance of 47.12 feet along a curve to the left having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence North 87 degrees 06 minutes 25 seconds West, 100.00 feet;

Thence Northeasterly, an arc distance of 47.12 feet along a non-tangent curve to the left whose radius point bears North 02 degrees 53 minutes 35 seconds East a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

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Thence North 02 degrees 53 minutes 35 seconds East, 27.65 feet;
Thence North 87 degrees 06 minutes 25 seconds West, 115.00 feet;
Thence North 02 degrees 53 minutes 35 seconds East, 114.23 feet;
Thence North 11 degrees 43 minutes 18 seconds East, 66.03 feet;
Thence North 19 degrees 29 minutes 58 seconds East, 66.03 feet;
Thence North 49 degrees 19 minutes 33 seconds West, 33.84 feet;
Thence North 54 degrees 41 minutes; 31 seconds West, 65.00 feet;
Thence North 35 degrees 18 minutes 29 seconds East, 118.10 feet;
Thence Northeasterly, an arc distance of 105.78 feet along a non-tangent curve to the right who's radius point bears North 55 degrees 35 minutes 42 seconds East a distance of 50.00 feet and a central angle of 121 degrees 13 minutes 10 seconds;
Thence North 26 degrees 56 minutes 41seconds East, 123.51 feet;
Thence North 57 degrees 35 minutes 20 seconds West, 48.99 feet;
Thence North 32 degrees 24 minutes 40 seconds East, 115.15 feet;
Thence Northwesterly, an arc distance of 46.54 feet along a non-tangent curve to the right who's radius point bears North 25 degrees 46 minutes 06 seconds East a distance of 50.00 feet with a central angle of 53 degrees 20 minutes 00 seconds;
Thence South 79 degrees 06 minutes 05 seconds West, 115.00 feet;
Thence North 10 degrees 53 minutes 55 seconds West, 31.88 feet;
Thence North 09 degrees 56 minutes 16 seconds East, 60.35 feet;
Thence North 32 degrees 24 minutes 40 seconds East, 85.22 feet;
Thence South 57 degrees 35 minutes 20 seconds East, 10.00 feet;
Thence North 32 degrees 24 minutes 40 seconds East, 173.17 feet;
Thence Northeasterly, an arc distance of 80.52 feet along a non-tangent curve to the right who's radius point bears North 55 degrees 59 minutes 21seconds East a distance of 50.00 feet with a central angle of 92 degrees 15 minutes 50 seconds;
Thence Northeasterly, and arc distance of 10.43 feet along a reverse curve to the left having a radius of 50.00 feet with a central angle of 11 degrees 57 minutes 19 seconds;

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Thence North 57 degrees 35 minutes 20 seconds West, 118.54 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 67.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 5.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 334.92 feet;

Thence South 52 degrees 53 minutes 06 seconds East, 156.81 feet;

Thence Southwesterly, an arc distance of 31.20 feet along a non-tangent curve to the left who's radius point bears South 52 degrees 53 minutes 06 seconds East a distance of 380.00 feet with a central angle of 04 degrees 42 minutes 14 seconds;

Thence South 32 degrees 24 minutes 40 seconds West, 4.49 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 205.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 27.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 159.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 35.59 feet;

Thence Easterly, an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet with a central angle of 25 degrees 50 minutes 31 seconds;

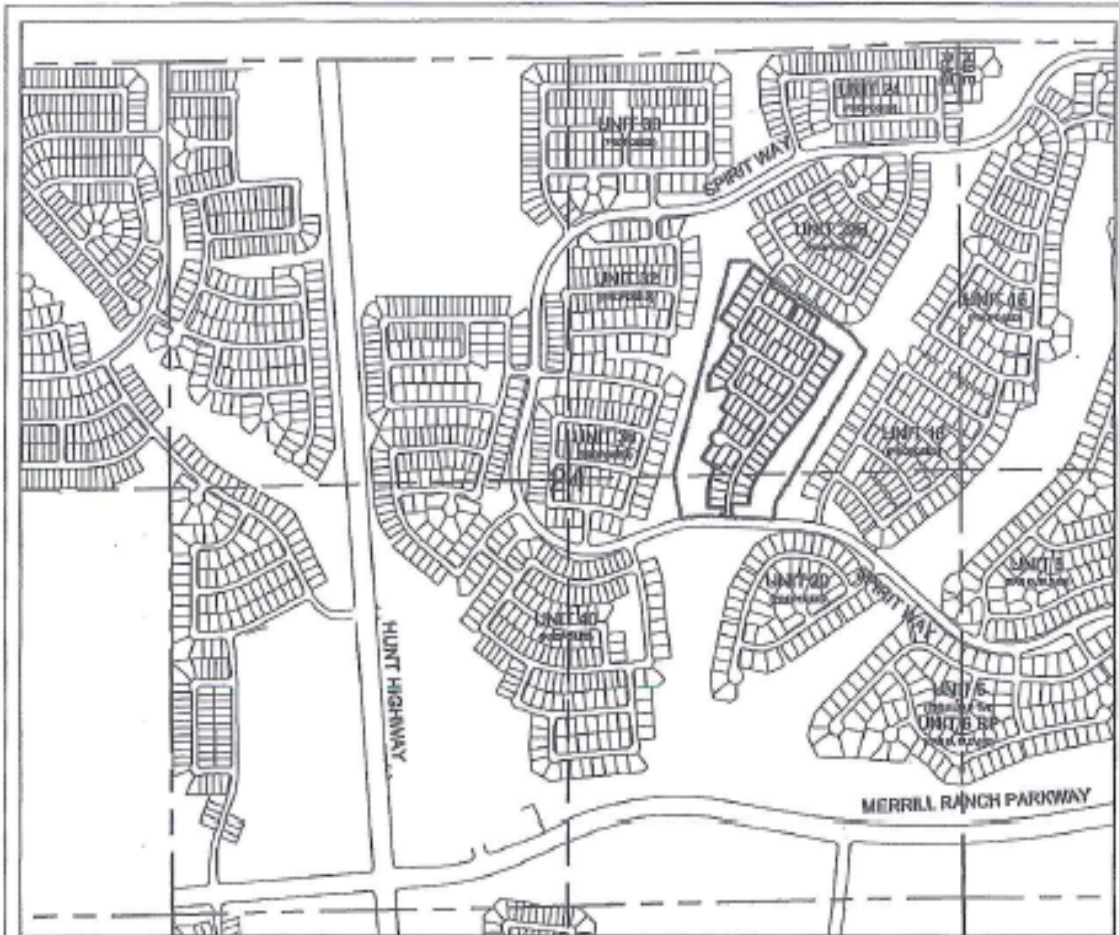
Thence Southeasterly, an arc distance of 69.19 feet along a reverse curve to the right having a radius of 50.00 feet with a central angle of 79 degrees 17 minutes 14 seconds;

Thence North 85 degrees 51 minutes 23 seconds East, 20.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 108.77 feet to the **POINT OF BEGINNING**.

Containing 708,950 square feet or 16.2753 acres more or less.

See Exhibit "A", attached.



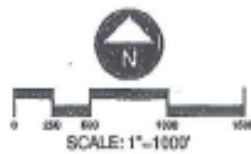
VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°53'35"W	56.03'
L2	N02°53'35"E	27.65'
L3	N49°19'33"W	33.84'
L4	N54°41'31"W	65.00'
L5	N57°35'20"W	48.99'
L6	N10°53'55"W	31.88'
L7	S57°35'20"E	10.00'
L8	S57°35'20"E	5.00'
L9	S32°24'40"W	4.49'
L10	S57°35'20"E	35.59'
L11	N85°51'23"E	20.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	30.00'	47.12'	90°00'00"	30.00
C2	30.00'	47.12'	90°00'00"	30.00
C3	50.00'	46.54'	53°20'00"	25.11
C4	50.00'	10.43'	11°57'19"	5.24
C5	380.00'	31.20'	4°42'14"	15.61
C6	50.00'	22.55'	25°50'31"	11.47

LINE LEGEND	
	BOUNDARY LINE (CFD LIMITS)
	PARCEL BOUNDARY LINE
	UNIT 18 LOT LINE
	ADJACENT PARCEL LOT LINE
	MID-SECTION LINE
	SECTION LINE

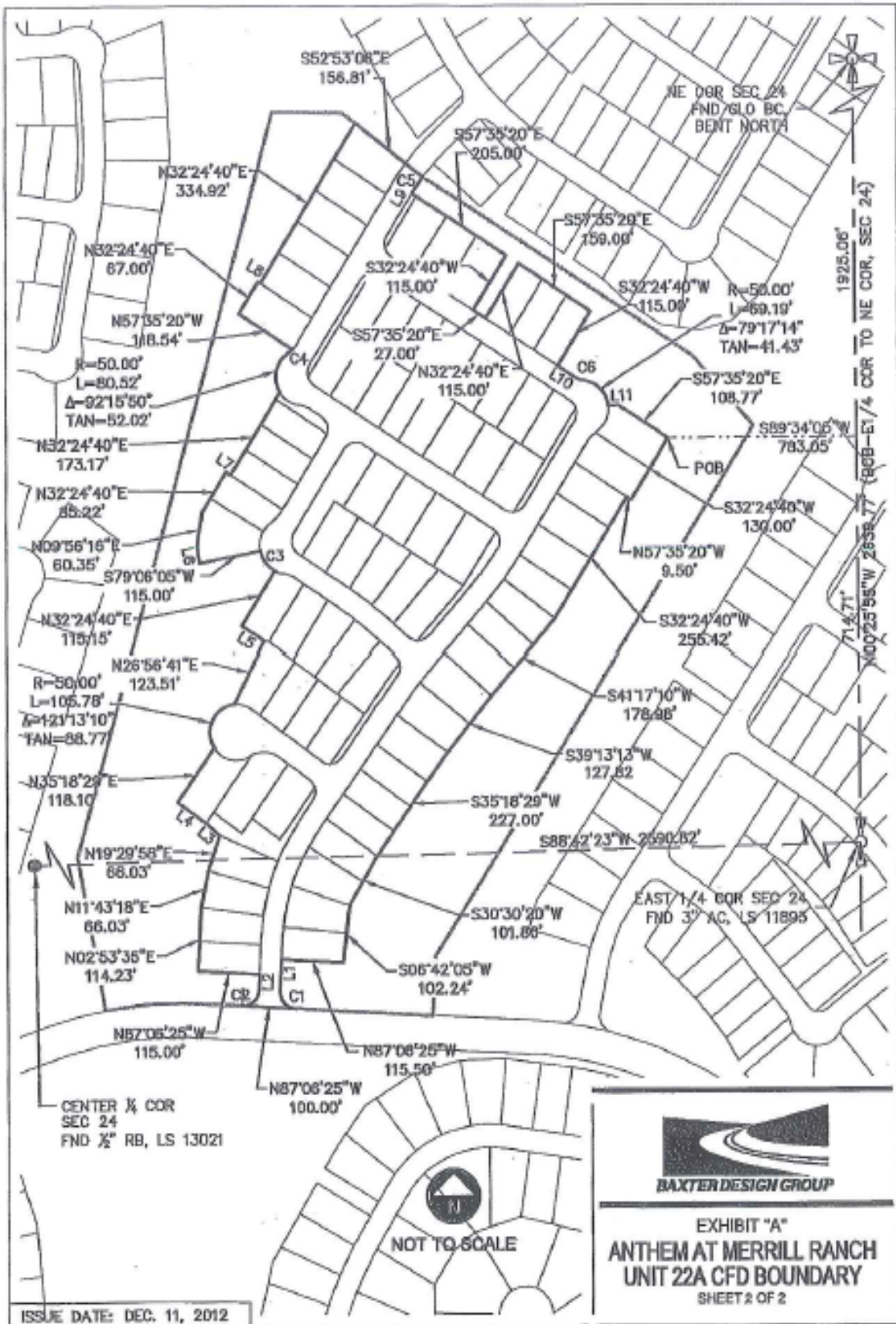
ABBREVIATIONS	
CFD	COMMUNITY FACILITIES DISTRICT
BOB	BASIS OF BEARING
POB	POINT OF BEGINNING
RB	RADIAL BEARING



BAXTER DESIGN GROUP

EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22A CFD BOUNDARY
 SHEET 1 OF 2

ISSUE DATE: DEC. 11, 2012





Legal Description CFD Boundary
Anthem at Merrill Ranch, Unit 22B - Excluding Portions of Tracts A and B

A parcel of land lying within the Northeast quarter of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter comer of said Section 24 (found a 3" aluminum cap, LS 11893) from which the Northeast corner of Section 24 (found GLO brass cap) bears North 00 degrees 25 minutes 55 seconds West (Basis of Bearing), 2639.77 feet. Also, from the East quarter comer, the Center quarter comer of Section 24 (found a W' rebar, LS 13021) bears South 88 degrees 42 minutes 23 seconds West, 2590.82 feet;

Thence North 00 degrees 25 minutes 55 seconds West along the East line of the Northeast quarter of Section 24, a distance of 1899.27 feet to a point from which the Northeast quarter comer of Section 24 bears North 00 degrees 25 minutes 55 seconds West, a distance of 740.50 feet;

Thence departing said East line, South 89 degrees 34 minutes 05 seconds West, a distance of 195.67 feet to the **POINT OF BEGINNING**;

Thence South 02 degrees 16 minutes 50 seconds East, 173.51 feet;

Thence South 13 degrees 01 minutes 06 seconds West, 151.13 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 160.25 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 115.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 40.00 feet;

Thence South 57 degrees 35 minutes 20 seconds East, 115.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 390.00 feet;

Thence South 23 degrees 39 minutes 54 seconds West, 65.76 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 63.28 feet;

Thence South 48 degrees 30 minutes 39 seconds West, 69.39 feet;

Thence South 73 degrees 33 minutes 33 seconds West, 67.20 feet;

Thence North 81 degrees 23 minutes 32 seconds West, 72.97 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 69.65 feet;

Thence North 48 degrees 50 minutes 34 seconds West, 65.76 feet;

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Thence North 57 degrees 35 minutes 20 seconds West, 65.00 feet;

Thence North 32 degrees 24 minutes 40 seconds East, 115.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 20.00 feet;

Thence South 32 degrees 24 minutes 40 seconds West, 115.00 feet;

Thence North 57 degrees 35 minutes 20 seconds West, 130.00 feet;

Thence North 72 degrees 46 minutes 06 seconds West, 48.51 feet;

Thence North 48 degrees 17 minutes 35 seconds West, 115.00 feet;

Thence Southwesterly, an arc distance of 30.46 feet along a non-tangent curve to the left whose radius point bears South 48 degrees 17 minutes 35 seconds East a distance of 380.00 feet and a central angle of 04 degrees 35 minutes 32 seconds;

Thence North 52 degrees 53 minutes 06 seconds West, 40.00 feet;

Thence Northeasterly, an arc distance of 45.79 feet along a non-tangent curve to the right whose radius point bears South 52 degrees 53 minutes 06 seconds East a distance of 420.00 feet with a central angle of 06 degrees 14 minutes 47 seconds;

Thence North 36 degrees 03 minutes 09 seconds West, 92.88 feet;

Thence North 29 degrees 40 minutes 42 seconds West, 134.91 feet;

Thence South 60 degrees 19 minutes 18 seconds West, 9.68 feet;

Thence North 29 degrees 40 minutes 42 seconds West, 65.00 feet;

Thence North 60 degrees 19 minutes 18 seconds East, 98.48 feet;

Thence North 78 degrees 27 minutes 33 seconds East, 20.00 feet;

Thence Northerly, an arc distance of 15.00 feet along a non-tangent curve to the right whose radius point bears North 78 degrees 27 minutes 33 seconds East a distance of 50.00 feet and a central angle of 17 degrees 11 minutes 19 seconds;

Thence North 84 degrees 21 minutes 08 seconds West, 35.17 feet; Thence North 29 degrees 40 minutes 42 seconds West, 115.75 feet; Thence North 60 degrees 19 minutes 18 seconds East, 106.00 feet;

Thence South 29 degrees 40 minutes 42 seconds East, 5.00 feet;

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Thence North 60 degrees 19 minutes 18 seconds East, 425.00 feet;

Thence South 29 degrees 40 minutes 42 seconds East, 120.00 feet;

Thence North 60 degrees 19 minutes 18 seconds East, 4.90 feet;

Thence Northeasterly, an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet with a central angle of 25 degrees 50 minutes 31 seconds;

Thence Easterly, an arc distance of 63.36 feet along a reverse curve to the right having a radius of 50.00 feet with a central angle of 72 degrees 36 minutes 33 seconds;

Thence North 17 degrees 05 minutes 19 seconds East, 25.60 feet; Thence North 54 degrees 33 minutes 31 seconds East, 101.05 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 183.43 feet;

Thence South 42 degrees 05 minutes 33 seconds East, 59.21 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 118.58 feet;

Thence North 02 degrees 16 minutes 50 seconds West, 30.48 feet;

Thence Northwesterly, an arc distance of 47.12 feet along a curve to the left having a radius of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence North 87 degrees 43 minutes 10 seconds East, 100.00 feet;

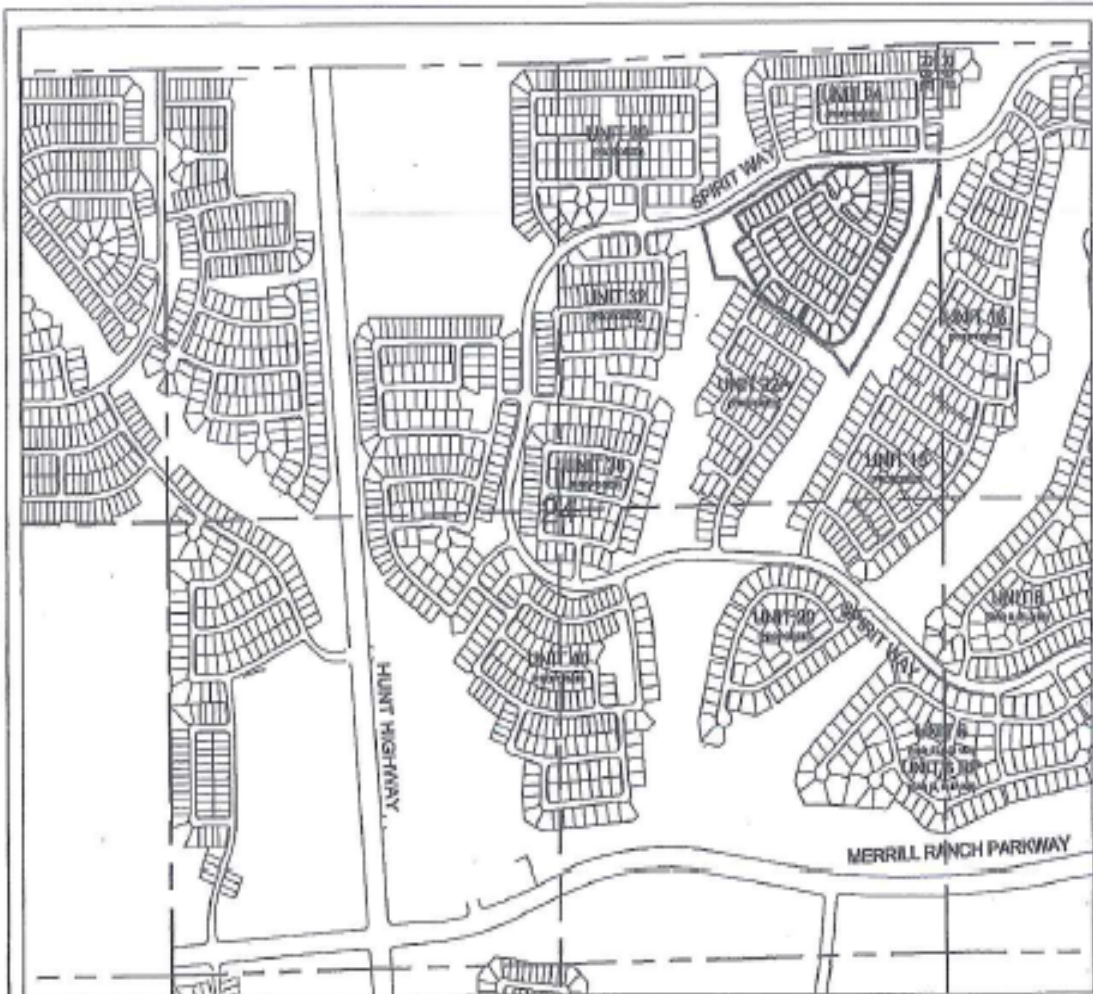
Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left who's radius point bears South 02 degrees 16 minutes 50 seconds East a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence South 02 degrees 16 minutes 50 seconds East. 30.48 feet;

Thence North 87 degrees 43 minutes 10 seconds East, 115.00 feet to the **POINT OF BEGINNING.**

Containing 811,453 square feet or 18.6284 acres more or less.

See Exhibit "A", attached.

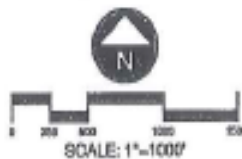


VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N52°53'06"W	40.00'
L2	S60°18'18"W	9.68'
L3	N78°27'33"E	20.00'
L4	N84°21'08"W	35.17'
L5	S29°40'42"E	5.00'
L6	N60°19'18"E	4.90'
L7	N17°05'19"E	25.60'
L8	N02°16'50"W	30.48'
L9	S02°16'50"E	30.48'

LINE LEGEND	
	BOUNDARY LINE (CFD LIMITS)
	PARCEL BOUNDARY LINE
	UNIT 18 LOT LINE
	ADJACENT PARCEL LOT LINE
	MID-SECTION LINE
	SECTION LINE

ABBREVIATIONS	
CFD	COMMUNITY FACILITIES DISTRICT
BOB	BASIS OF BEARING
POB	POINT OF BEGINNING
RB	RADIAL BEARING



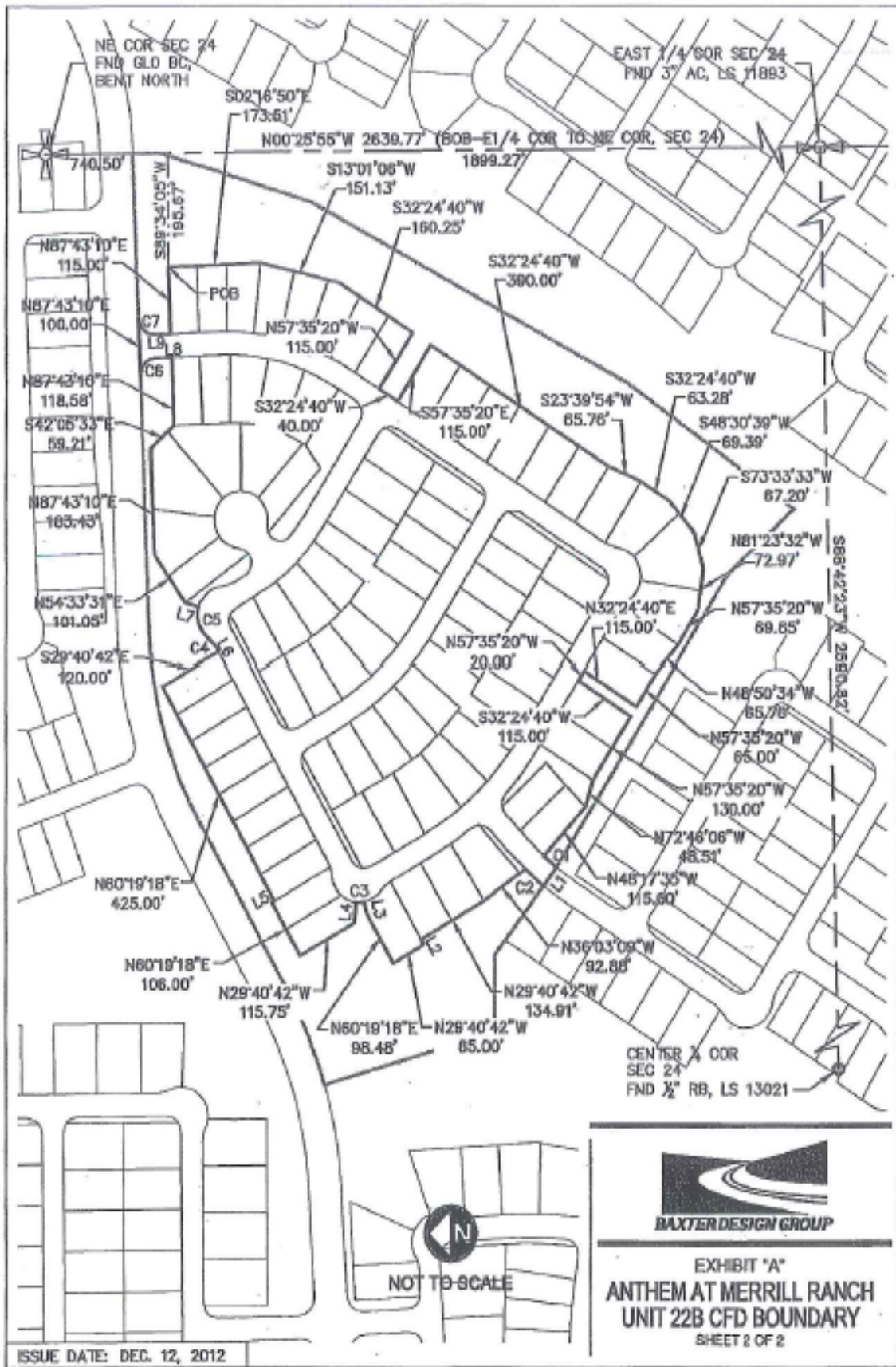
CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	390.00'	30.46'	4°35'32"	15.24
C2	420.00'	45.79'	6°14'47"	22.92
C3	50.00'	15.00'	17°11'19"	7.56
C4	50.00'	22.55'	25°50'31"	11.47
C5	50.00'	63.36'	72°38'33"	36.73
C6	30.00'	47.12'	90°00'00"	30.00
C7	30.00'	47.12'	90°00'00"	30.00


ISSUE DATE: DEC. 12, 2012



BAXTER DESIGN GROUP

EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22B CFD BOUNDARY
 SHEET 1 OF 2



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: April 15, 2013 DEPARTMENT: Finance/Grants STAFF PRESENTER: Tom J. Rankin, Mayor SUBJECT: Fair Housing Proclamation		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Request that the Mayor declare April as Fair Housing Month, as required for recipients of Community Development Block Grant (CDBG) funds.

BACKGROUND/DISCUSSION:

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

FINANCIAL IMPACT:

None, one CDBG project is currently active in the amount of \$300,000. An application is being created for housing rehabilitation in the amount of \$300,000.

STAFF RECOMMENDATION:

That the Mayor proclaim the month of April as Fair Housing Month in the Town of Florence, Arizona.

ATTACHMENTS:

Proclamation

TOWN OF FLORENCE
FAIR HOUSING PROCLAMATION

APRIL 2013

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

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

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

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

Issued this 15th day of April, 2013.


Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: April 15, 2013 DEPARTMENT: Mayor and Council STAFF PRESENTER: Tom J. Rankin, Mayor SUBJECT: Proclamation for Public Safety Telecommunicator's Week.		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

No action is required for a proclamation. The proclamation will be presented to the Laura Devany, First Things First.

BACKGROUND/DISCUSSION:

The Town of Florence was contacted and requested to issue a proclamation at the April 15, 3013 meeting celebrating “The Week of the Young Child in Florence”, April 14 – 20, 2013.

First Things First feels it is always an important time for young children, and are trying to get the word out about the futures of the young children in our community.

Laura Devany will provide an update on resources available in the community for families and their young children, and progress that has been made in our area.

RECOMMENDATION:

Present the proclamation declaring April 14th through 20th, 2013 to be the Week of the Child in Florence.

ATTACHMENTS:

Proclamation

Proclamation

Week of the Young Child

April 14-20, 2013

WHEREAS the First Things First Pinal Regional Partnership Council and local partner organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 14-20, 2013; and

WHEREAS these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and building a foundation of learning for everyone in Pinal County; and

WHEREAS all young children and their families in the State of Arizona and in Pinal County deserve access to high-quality early childhood education; and

WHEREAS public policies and programs that support early learning for all young children are critical to young children's futures and the success of our community; and

WHEREAS teachers and others who make a difference in the lives of young children and families in Pinal County, Arizona deserve thanks and recognition;


NOW, THEREFORE, the Town of Florence Mayor, does hereby proclaim the week of April 14-20, 2013 as "Week of the Young Child in the Town of Florence," and encourage all citizens to work together to make good investments in early childhood in Pinal County.

Signed this 15th day of April 2013.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: April 15, 2013 DEPARTMENT: Mayor and Council STAFF PRESENTER: Tom J. Rankin, Mayor SUBJECT: Proclamation for Public Safety Telecommunicator's Week.		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

No action is required for a proclamation. The proclamation will be presented to the Town of Florence Public Safety Telecommunicators.

BACKGROUND/DISCUSSION:

Each year, the second full week of April is dedicated to the men and women who serve as public safety telecommunicators. It was first conceived by Patricia Anderson of the Contra Costa County, California. By the early 1990s, the national APCO organization convinced Congress of the need for a formal proclamation. Rep. Edward J. Markey (D-Mass.) introduced what became H.J. Res. 284 to create "National Public Safety Telecommunicator's Week".

According to Congressional procedure, it was introduced twice more in 1993 and 1994, and then became permanent, without the need for yearly introduction. The official name of the week when originally introduced in Congress in 1991 was "National Public Safety Telecommunicator's Week". In the intervening years, it has become known by several other names, including "National Public-Safety Telecommunications Week" and "International Public Safety Telecommunicator's Week". The Congressional resolution also stated there were more than "500,000 telecommunications specialists".

RECOMMENDATION:

Present the proclamation declaring April 14th through 20th, 2013 to be National Public Safety Telecommunicator's Week in Florence, in honor of the men and women whose diligence and professionalism keep our Town and citizens safe.

ATTACHMENTS:

Proclamation

TOWN OF FLORENCE

Office of the Mayor

Proclamation

**National Public Safety
Telecommunicator's Week**

April 14-20, 2013

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Florence Public Safety Communications Center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Dispatchers of the Florence Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.


THEREFORE, BE IT RESOLVED, that the Florence Town Council declares the week of April 14th through 20th, 2013 to be National Public Safety Telecommunicator's Week in Florence, in honor of the men and women whose diligence and professionalism keep our town and citizens safe.

Signed this 15th day of April 2013.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: April 15, 2013 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Ray Hartzel Parks and Recreation Director SUBJECT: Proclamation declaring April 26, 2013 as Arbor Day in Florence, Arizona.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Recommended that the proclamation be declared by the Mayor and presented to staff.

BACKGROUND/DISCUSSION:

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

This year, staff is proposing a proclamation dedicating April 26, 2013, as Arbor Day in Florence, Arizona to be done in conjunction with other Earth Day activities that may be scheduled in the area. This action will also satisfy the requirements for the Town to continue as an active member of Tree City, USA.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Because the Town has been a Tree City, USA supporting community since 2005, now would be the appropriate time to demonstrate its support for such programs by authorizing the Mayor to read and execute the attached Proclamation.

ATTACHMENTS:

Proclamation

Proclamation

ARBOR DAY 2013

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

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

WHEREAS, trees play an important role in our lives, providing oxygen, combating air pollution, offering a shady place to rest, fragrance, fruits, beauty, and contributing to the splendor and viability of our forests; and

WHEREAS, trees will thrive and grow as long as citizens in urban, suburban and rural areas recognize the importance of care for this wonderful resource; and

WHEREAS, trees are magical jungle gyms to our children, the practical use of trees help us build our homes, cool us with their shade, and create everything from furniture to paper products; and

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


NOW, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim April 26, 2013, as Arbor Day in Florence, Arizona.

ISSUED, this 15th Day of April, 2013.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: April 15 2013 DEPARTMENT: Fire Department STAFF PRESENTER: Mike Duran, Fire Chief SUBJECT: Purchase of New Firefighter Personnel Protective Equipment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Approve the purchase of 33 sets of Personnel Protective Equipment (PPE) from United Fire Equipment Company, in an amount not to exceed \$72,355.00.

BACKGROUND/DISCUSSION:

The Florence Fire Department is equipping its members with PPE that has extended its life cycle. The current PPE no longer meets current NFPA Standards for firefighter safety. The request is to purchase 33 sets of PPE to bring the Department into compliance with NFPA Standards 1851 and 1971.

United Fire Equipment Company is the only distributor of the make and model of PPE that the Fire Department uses. Therefore, the Fire Department is requesting to procure the PPE without using the competitive bidding process, as outlined in the Purchasing Policy.

The alternative would be to not approve the request for purchase of PPE. The Department would continue to operate with PPE that is not in compliance with NFPA Standards. A grant has been requested for this purchase; however, it has not been funded at this time.

FINANCIAL IMPACT:

The fiscal impact will be \$72,355.00, which will be expended from CIP line items 010-516-312 and 010-517-312.

STAFF RECOMMENDATION:

Staff requests authorization to purchase 33 sets of PPE from United Fire Equipment Company, in an amount not to exceed \$72,355.00

ATTACHMENTS:

Sole Source Form
Price Quote

Town of Florence
Sole Source/Emergency Purchase Justification
Purchases over \$1,000

Page 1 of 2

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form to the Town Manager for approval before procuring materials or services.

Vendor Name: United Fire Equipment Company Date 29-Mar-13

Commodity (general description) Personnel Protective Equipment (turnout gear)

Dollar Amount \$72,354.00 (If over \$10,000, must go to Town Council for approval)

Sole Source

Check all entries that apply:

- Purchase Request is made to the original manufacturer or provider; There are no regional distributors. (Item * must also be checked.)
- Purchase Request is made to the only area distributor of the original manufacturer or provider. (Item * must also be checked.)
- * This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- Parts/equipment are not interchangeable with similar parts of another manufacturer.
- Parts/equipment are required from this vendor to provide standardization.
- The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

Emergency

Check all entries that apply. At least two of the following conditions must be met:

- Human life is in danger
- A natural disaster or act of God requires immediate action.
- An unanticipated circumstance poses a threat to city property.
- A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

Justification: United Fire Equipment Company is the only distributor of the make and model of PPE that our department uses.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

Signature of Department Director

Mike Numan

Date

4/3/2013

Review by Finance Director

Becky Birk

Date

4/3/2013

Approved by Town Manager

[Signature]

Date

4/3/13

Exhibit E

**Florence Fire Department
Purchase Request Form**

Date: 3/28/13 Name: Matt Kennedy Position: Captain

Shift: A Station Name & #: Florence Fire Station 542

Requested Item: Replacement Turnouts

Brief Description of Why This Item is Needed: Replace existing turnout to be NFPA Compliant and place new hites in turnouts.

Vendor Name & Vendor #: United Fire

If the Town does not currently have an account set up with this vendor, an account will need to be established for the purchase request will be approved.

Vendor Address: 335 N. Fourth Ave

Vendor Phone #: 520-622-3639 Vendor Fax #: 520-882-3991

Approved Denied Supervisor: _____ Date: _____

Approved Denied Chief: _____ Date: _____

Total \$ 72,354.95 GL# _____

All Purchases to \$2,499

Approved Purchase Request Form	Requisition	Purchase Order
--------------------------------	-------------	----------------

All Purchases over \$2,499-\$5,000

Approved Purchase Request Form	Requisition	Purchase Order	Bid Tabulation Sheet with (3) Quotes* Oral fine
--------------------------------	-------------	----------------	---

All Purchases over \$5,000-\$24,999

Approved Purchase Request Form	Requisition	Purchase Order	Bid Tabulation Sheet with (3) Price Quote* Written
--------------------------------	-------------	----------------	--

All Purchases Over \$24,999 and over

Approved Purchase Request Form	Requisition	Purchase Order	Bid Tabulation Sheet with (3) Price Quotes* Written	Town Council Approval
--------------------------------	-------------	----------------	---	-----------------------

* For any purchase over \$2,499, (3) price quotes must be attached to the Purchase Request Form. The Bid Tabulation Sheet will be completed by the Administrative Assistant once the request is approved.

Please submit the approved Purchase Request Form and any other required paperwork to the Administrative Assistant to begin the Requisition process. Once the Requisition is obtained, the Administrative Assistant will give you the paperwork needed to make the requested purchase.

Sales Quote Number: 6521



UNITED FIRE

Life Safety is Serious Work ®

335 N. Fourth Avenue
Tucson, AZ 85705

Sales Quote Date: 03/28/13

Page: 1

Phone No. 520-622-3639
Fax No. 520-882-3991
Email: sales@ufec.com
Homepage: www.unitedfire.net
L-67/No. 73858-001 L-16/No. 76292-008

SALES QUOTE

Sell

To: Florence, Town of
Accounts Payable
P O Box 2670
Florence, AZ 85132

Ship

To: Florence, Town of
Matt Kennedy

Customer ID FLO025

Ship Via
Terms

Net 30 Days

SalesPerson Tanya Rush

Item No.	Description	Unit	Quantity	Unit Price	Total Price
FIRFDXL100/	Boot, Leather, SF	Pair	28	235.00	6,580.00
.IOPSDM . TEMPE	Pant PBI Matrix, Tempe	Pair	33	640.50	21,136.50
.IOCSTM TEMPE	Coat, PBI Matrix, Tempe with name panels	Each	33	1,102.50	36,382.50
AI660CFS/Y	Helmet, Yellow Metro Customers will need to be fitted. Items can be picked up at Tempe location.	Each	10	209.95	2,099.50

Handwritten signature and notes:
Thanks!
Tanya

Amount Subject to Sales Tax	66,198.50	Amount Exempt from Sales Tax	0.00	Subtotal:	66,198.50
				Invoice Discount:	0.00
				Sales Tax:	6,156.45

Quote Firm for 30 Days

Return Policy

Total: 72,354.95

All returns must occur within 30 days of receipt of merchandise and be accompanied with the original invoice. Items must be in like-new, re-saleable condition, in their original containers.

All orders will be subject to a re-stocking fee or denial. Special orders and all freight charges are non-refundable. Other conditions may apply.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9b.

MEETING DATE: April 15, 2013

DEPARTMENT: Finance/Fire

STAFF PRESENTER: Becki Guilin, Finance Director

SUBJECT: Disposal of Assets

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Authorization to dispose of minor assets that have outlived its useful life.

BACKGROUND/DISCUSSION:

The departments have a number of vehicles, equipment, and small assets that are no longer needed and/or have outlived their useful life.

The Fire Department has identified old and unusable fire equipment that they can no longer utilize and/or needs to be disposed of. An itemized listing was sent all departments, offering the items for their department's use. Several of the items were sent to other departments for their use.

Below is a listing of the remaining items that need to be disposed of:

1. 16 wildland shelters
2. 1 ice maker Manitowac
3. 12 structure helmets
4. 20 wildland Helmets
5. 7 structure coats
6. 1 structure pant
7. 18 wildland harnesses and miscellaneous parts
8. 49 wildland pants
9. 50 wildland shirts
10. 5 light bars
11. 1 projection screen
12. 1 hose tray
13. 1 swamp cooler
14. 5 backpack pumps
15. 1 multi outlet manifold
16. 1 SCBA fill bottle
17. 1 pick pole

18. 1 hose tester
19. 1 metal shelf
20. 1 ea. 1 ½ inch nozzle
21. 1 portable pumpkin water tank
22. 1 rescue disk
23. 7 set Sigtronic headsets
24. 3 gang chargers
25. 3 MT 1000 radios
26. 6 MT 2000 radios
27. 9 Max Trax radios
28. 4 Bindix King radios
29. 2 HT 750 radios
30. 22 Minitor II pagers and chargers
31. 26 CDM mobile radios
32. 2 ICOM radios
33. 1 MCS 2000 radio
34. 10 each 4 inch supply hoses
35. 32 each 1 ¾ inch hoses
36. 4 each 2 ½ inch hoses
37. 1 spool of coaxial cable
38. 3 small antenna
39. 2 large antenna
40. 4 single chain antenna mounts
41. 8 mounting kits
42. 2 boxes of miscellaneous radio parts

FINANCIAL IMPACT:

The total salvage value of the items is undetermined.

STAFF RECOMMENDATION:

Staff recommends approval for disposal of all equipment and miscellaneous small assets, as listed.

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9c.

MEETING DATE: April 15, 2013

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Appointments to the Library Advisory Board

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other**

RECOMMENDED MOTION/ACTION:

Reappointment of Talma Beal Harmon to the Library Advisory Board with a term to expire December 31, 2014.

BACKGROUND/DISCUSSION:

In October 2012, Town staff sent notice to board and commission members whose terms were expiring. Also in October, an advertisement was placed on the Town website, on Channel 11, and in the Florence Reminder noticing the availability of board and commission seats. To our dismay, we have had very little interest in the vacant seats.

Members of the Library Advisory Board shall reside in the Florence Unified School District. Members of the Library Advisory Board serve two year terms.

One seat remains vacant on the Library Advisory Board.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Reappoint Talma Beal Harmon to the Library Advisory Board with a term to expire December 31, 2014.

ATTACHMENTS:

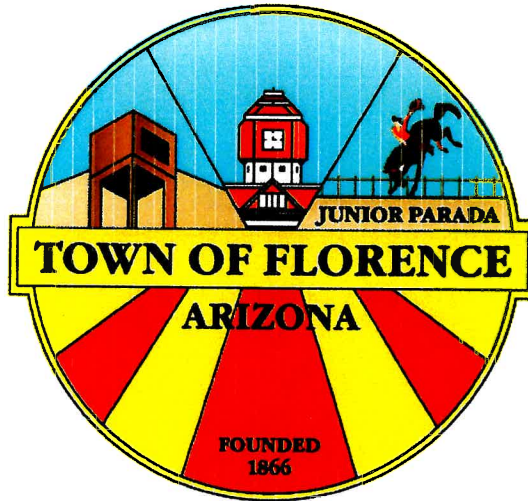
Application

Boardmember List

RECEIVED

MAR 27 2013

Florence
Town Clerk's Office



Board and Commission Application

NAME Talma Beal Harmon

DATE 03/25/13

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <u>Talma Beal Harmon</u>		Date: <u>March 25, 2013</u>
E-Mail Address: <u>guitah@hotmail.com</u>		
Street Address: <u>515 N. Warner</u>		Mailing Address: <u>P.O. Box 1944</u>
Home Telephone: <u>520-450-2183</u>		Work Telephone: <u>520-866-3567</u>
Occupation: <u>Teacher</u>		Best Time to Call:
Do you own commercial property or operate a business in Florence? <u>No</u>		
Work/Business Name: <u>Florence Unified SD / FK8</u>		
Work/Business Address: <u>460 S. Park St. Florence, Az 85132</u>		
Length of Residency in Florence: <u>32 years</u>		Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Library Advisory</u>		
If yes, please give name of board, commission and/or committee and dates served:		
<u>Library Advisory</u>		

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

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? _____ Hours per month? _____

Employment History		
Employment Period	Employer's Name and Address	Title
<u>1983 - Present</u>	<u>Florence Unified School District P.O. Box 2800 Florence, Az 85122</u>	<u>Teacher / Counselor</u>

Education		
Name of School, College or University you attended	Degree	Year
<u>University of Phoenix</u>	<u>MAEd</u>	<u>2000</u>
<u>Arizona State University</u>	<u>BS</u>	<u>1982</u>

Civic Activities – Service Organizations

Delta Kappa Gamma Society - organization for teachers/educators
S.E.E. (Social & Educational Exposure) - founder - youth outreach

What personal and professional experience or background can you contribute to the board or commission? I have lived and worked in this community for more than 30 years. As a educator with Florence Unified SD,

I have worked at all 3 levels and served in a variety of capacities
What is the most significant contribution you can make as a member of the board or commission for which you are applying? I worked with students everyday so I am aware of their needs and interests. I am also a mother and grandmother. We are very involved with community activities as a family.

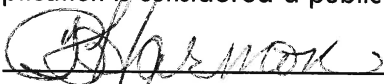
Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Education and positive exposure to a variety of opportunities for all age groups is very important to me. I started a youth outreach organization to offer/provide social and educational choices to our youth.

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

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

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

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

Applicant's Signature: 

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

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

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

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

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

Board of Adjustment

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

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Downtown Redevelopment Commission

Duties: Agent for exercise of powers prescribed in A.R.S. Section 36-1476- Downtown Redevelopment Commission.

Membership: Five members appointed by the Town Council for a term of four years. The Mayor designates both the chair and vice-chair of the commission. Commissioners may or may not be residents of the municipality and may or may not be serving concurrently on other Town boards or commissions.

Meetings: Meetings are held the 4th Tuesday of the month at 6 pm at Florence Town Hall, 775 North Main Street

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 7 pm at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6 pm at Florence Community Library, 1000 South Willow Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the quarter at 6 pm at Florence Town Hall, 775 North Main Street

Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:30 pm at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.

Library Advisory Board

(2 Year Term)

Meets the Third Wednesday of the Month at 6:00p.m.
5 members

Talma Harmon

P.O. Box 1944
Florence, AZ 85132
(520) 868-5468 Home
(520) 450-2183 Cell
tharmon@florence.k12.az.us
Appointed: 02/21/2006
Expires: 12/31/2012

Hermalene Wick

P.O. Box 1734
495 N. Warner Street
Florence, AZ 85132
(520) 483-6694
motodepo@hotmail.com
Appointed: 01/17/2012
Expires: 12/31/2013

Sheree Berger

P.O. Box 324
409 Ashley Way
Florence, AZ 85132
(520) 868-5288 Home
(520) 518-1526
shereeberger@hotmail.com
Appointed: 1/7/2013
Expires: 12/31/2014

Denise E. Kollert

802 E. McFarland Blvd.
Florence, AZ 85132
(520) 868-8177
Appointed: 12/17/2007
Expires: 12/31/2013

Eugene Horan

3686 N. Princeton Ct.
Florence, AZ 85132
(520) 723-1339 home
(520) 431-1638 work
Email: gene.horan@mac.com
Appointed: 1/7/2013
Expires: 12/31/2014

Alternate:

Kamian E. Harmon

PO Box 1944
515 N. Warner Street
Florence, AZ 85132
(520) 208-4235
kamian.harmon@centralaz.net
Appointed: 01/17/2012
Expires: 12/31/2013

Staff Liaison

Rosemary Bebris

1000 S. Willow Street
Florence, AZ 85132
(520) 868-9471
rosemary.bebris@florenceaz.gov

Council Liaisons

Councilmember Vallarie Woolridge

534 W. 14th Street
P.O. Box 2670
Florence, AZ 85132
Home: 520- 868-3204
Cell: 520-560-2211

Councilmember Tara Walter

2231 N. Smithsonian Dr.
Florence AZ 85132
Home: 520-723-0694

**Town of Florence
Summary of Warrants Paid
As of March 2013**

Source	Amount
Accounts Payable-Warrant Register	\$442,518.44
ACH/Wire Transfers	
Wells Fargo CFD Trustee Fees	1,000.00
Sales Tax Payments-ADOR	20,536.79
Child Support/Assignments	4,761.42
Credit/Debit Fees	1,669.96
Analysis Fees	1,213.35
HSA Payments	25,800.62
AFLAC Payments	8,785.64
Great West Insurance (Health Ins.)	59,115.96
Total Transfers	122,883.74
Electronic ASR Retirement Transfer	
March 1, 2013	40,417.46
March 15, 2013	41,753.30
3/1/2013- Deferred	660.00
3/15/2013-Deferred	660.00
3/1/2013-Contract Employee	608.40
Total Retirement Transfers	84,099.16
Payroll Transfer	
March 1, 2013	200,084.48
March 15, 2013	188,618.03
March 31, 2013	207,359.24
Total Payroll Transfers	596,061.75
Credit Union Transfers	
March 1, 2013	4,112.38
March 15, 2013	4,112.38
March 31, 2013	4,112.38
Total Credit Union Transfers	12,337.14
Electronic State Tax Transfers	
March 1, 2013	7,964.87
March 15, 2013	7,598.92
Total State Tax Deposits	15,563.79
Electronic Federal Tax Transfers	
March 1, 2013	71,274.11
March 15, 2013	67,192.57
Total Federal Tax Deposits	138,466.68
Electronic Retirement Contributions	
Securian-Firemans Pension Contributions	393.96
Total Retirement Deposits	393.96
General Checking Account	\$1,412,324.66
Total Warrants	\$1,412,324.66

**Town of Florence
Warrant Register-March 2013**

GL Acct	Vendor No	Name	Invoice Date	Invoice No	Description	Total Cost
10104500	99999	Tempory Vendor	3/5/2013	3514 REFUND	W/H Final Invoice from deposit	(131.37)
10104500	99999	Tempory Vendor	3/20/2013	REF 3142	W/H Final Invoice from deposit	(20.00)
10202000	152	ARIZONA STATE TREASURER	3/1/2013	Feb-13	STATE JCEF	600.27
10202500	152	ARIZONA STATE TREASURER	3/1/2013	Feb-13	ZFAR 1	3,919.72
10202501	152	ARIZONA STATE TREASURER	3/1/2013	Feb-13	ZFAR 2	862.77
10203000	1208	PINAL COUNTY TREASURER	3/1/2013	13-Feb	ASSESSMENT JUSTICE COURT FEE	61.51
10204000	152	ARIZONA STATE TREASURER	3/1/2013	Feb-13	STATE SURCHARGES	14,155.56
10206000	99999	Tempory Vendor	3/15/2013	CR20080048 31	Bond	75.00
10210400	2980	MetLife - Group Benefits	2/15/2013	KM05993410 21	Monthly Invoice	3,632.21
10210400	2980	MetLife - Group Benefits	2/15/2013	KM059937410	Monthly Invoice	3,632.21
10225000	8	AZ PUBLIC SAFETY RETIREMENT	3/5/2013	PPE 0222/13 PE	RETIREMENT CONTRIBUTIONS POLICE	14,357.54
10225000	8	AZ PUBLIC SAFETY RETIREMENT	3/15/2013	PPE 0308/13 PE	RETIREMENT CONTRIBUTIONS POLICE	13,745.42
10225100	8	AZ PUBLIC SAFETY RETIREMENT	3/5/2013	PPE 0222/13 FI	RETIREMENT CONTRIBUTIONS FIRE	11,763.04
10225100	8	AZ PUBLIC SAFETY RETIREMENT	3/15/2013	PPE 0308/13FI	RETIREMENT CONTRIBUTIONS FIRE	8,363.17
10226300	86	VISION SERVICE PLAN	2/20/2013	122539960001 3	VISION INSURANCE	1,430.47
10232000	120	Elche, LLC	3/15/2013	PPE 0308/13	Levy	312.64
10232000	120	Elche, LLC	3/5/2013	PPE 2/22/13	Levy	368.08
10232000	142	United States Treasury IRS	3/5/2013	PPE 0222/13	Levy	200.00
10232000	142	United States Treasury IRS	3/5/2013	PPE 0222/13	Levy	134.02
10232000	142	United States Treasury IRS	3/15/2013	PPE 03/08/13	Levy	200.00
10232000	142	United States Treasury IRS	3/15/2013	PPE 03/08/13	Levy	745.63
10232000	1899	United States Treasury	3/5/2013	PPE 0222/13	Levy	75.00
10232000	1899	United States Treasury	3/15/2013	PPE 0308/13	Levy	75.00
10232000	2930	USA Funds	3/5/2013	PPE 0222/13	Levy	93.28
10232000	2930	USA Funds	3/15/2013	PPE 0308/13	Levy	46.64
10240000	1374	Nationwide Retirement Solution	3/5/2013	PPE 0222/13	VOL DEDUCTION	2,151.00
10240000	1374	Nationwide Retirement Solution	3/15/2013	PPE 0308/13	VOL DEDUCTION	2,251.00
10241000	976	UNITED WAY OF PINAL COUNTY	3/5/2013	PPE 0222/13	EMPLOYEES CONTRIBUTIONS	7.00
10241000	976	UNITED WAY OF PINAL COUNTY	3/15/2013	PPE 0308/13	EMPLOYEES CONTRIBUTIONS	7.00
10243000	63	NEW YORK LIFE INSURANCE	3/4/2013	6929080 313	monthly invoice	441.97
10250038	152	ARIZONA STATE TREASURER	3/1/2013	Feb-13	STATE FINES	1,049.15
10260000	433	FLORENCE HIGH SCHOOL	3/12/2013	T HURSEY 313	Restitution	185.00
10260000	100166	Arizona Public Service Company	3/11/2013	CR20120101 3/	RESTITUTION	126.04
10270000	99999	Tempory Vendor	3/20/2013	REF 3141	REFUND Lease Security	1,200.00
10348777	8	AZ PUBLIC SAFETY RETIREMENT	3/5/2013	PPE 0222/13 FI	RETIREMENT CONTRIBUTIONS FIRE	(776.27)
10348777	8	AZ PUBLIC SAFETY RETIREMENT	3/15/2013	PPE 0308/13FI	RETIREMENT CONTRIBUTIONS FIRE	(776.27)
10350696	99999	Tempory Vendor	3/20/2013	REF 3141	W/H Final Invoice from deposit	(278.65)
10350697	99999	Tempory Vendor	3/20/2013	2517 REFUND	REFUND Lease O/P	277.72
10501201	1972	Verizon Wireless	2/21/2013	9700318174	Mayor Cell & Council Air Cards	160.54
10501314	99999	Tempory Vendor	2/19/2013	BILLS 125YRS	125 yr anniv book	10.00
10501402	1917	Casino Del sol	3/27/2013	CONF# 102548	Hotel for Mayor Rankin ADOT Board Meeting	113.30
10501409	1995	Holiday Inn Express	3/12/2013	RM 9048	Room rental for CAG Meet and Greet	76.50
10501409	99999	Tempory Vendor	3/12/2013	CAG MTG 3121	catering for CAG meeting	526.56
10502201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	197.94
10502201	1972	Verizon Wireless	2/21/2013	9700318174	Admin Air Cards (lap tops)	88.95
10502203	674	Chase Card Services	3/1/2013	Feb-13	Business card reorder for Jess and TM	60.40
10502301	1696	OFFICE DEPOT INC	1/25/2013	643049566-001	office supplies	89.23
10502301	1696	OFFICE DEPOT INC	2/11/2013	644738792-001	office supplies	38.04
10502306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Fuel	41.49
10502402	1307	BANKCARD CENTER	3/1/2013	Feb-13	Hotel for Jess K - ACMA Conf, Feb. 6-8, 2013	330.58
10503201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	20.87
10503301	1152	B&H PHOTO VIDEO	3/5/2013	69662285	Safcord Safcord 3X6 Grey/Reg'	86.31
10503314	780	PINAL CO SHERIFF'S OFFICE	3/15/2013	Feb-13	February jail bill	3,748.89
10504201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	53.68
10504401	143	WEST GROUP PAYMENT CENTER	1/14/2013	826370062	research - Dec 2012	297.50
10504401	143	WEST GROUP PAYMENT CENTER	2/1/2013	826571876	research Jan 2013	297.50
10504401	143	WEST GROUP PAYMENT CENTER	3/1/2013	826756958	final payment	10.63
10504401	991	LEXIS NEXIS	2/28/2013	1302507075	research - February 2013	175.00
10504402	400	MANNATO JAMES E.	2/19/2013	0207-08/13	Perdiem - Advanced DUI Training Feb 7-8, 2013	129.08
10504402	400	MANNATO JAMES E.	2/19/2013	FEB 07-08/13	Perdiem - Advanced DUI Training Feb 7-8, 2013	129.08

10504402	400	MANNATO JAMES E.	2/19/2013	FEB 07-08/13	Perdiem - Advanced DUI Training Feb 7-8, 2013	(129.08)
10504402	400	MANNATO JAMES E.	3/13/2013	REIM 326/13	reimbursement for mileage for attending legal meetings	63.11
10504402	2519	DANIELLE ROBERTS	2/25/2013	207-08/13	pre-diem for DUI Training	140.96
10504402	2712	Sandra Day O'Connor	2/27/2013	ACAD	web cast fee - March 5th	79.00
10504408	1696	OFFICE DEPOT INC	2/7/2013	644335277-001	pocket file holders	21.53
10505201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	53.68
10505202	1222	RESERVE ACCOUNT	3/19/2013	Mar-13	Refill postage machine	1,200.00
10505203	1484	Arizona Office of Technology	1/31/2013	OFU02A1	Final bill for W7550 Copier	325.05
10505217	100059	Arizona Department of Admin.	3/12/2013	113	Setup and Annual fee for Year one :Transparency Proje	2,000.00
10505217	100059	Arizona Department of Admin.	3/12/2013	1213	Setup and Annual fee for Year one :Transparency Proje	3,000.00
10505301	1696	OFFICE DEPOT INC	2/21/2013	646713889-001	office supplies	222.04
10505301	1696	OFFICE DEPOT INC	2/21/2013	646714006-001	Office Supplies	11.71
10505301	1696	OFFICE DEPOT INC	2/22/2013	646714007-001	Office Supplies	39.24
10505301	1696	OFFICE DEPOT INC	2/22/2013	646758210-001	Printer Ribbon for C/R	52.33
10505306	74	Day Auto Supply, Inc	3/7/2013	575484	Battery for Explorer	110.29
10505323	1723	CASELLE, INC.	3/1/2013	47762	Contract Support	1,496.00
10505323	2172	INTELLIPAY	2/28/2013	661	Annual Gateway/transactions fees	156.32
10505408	2100	WALMART COMMUNITY # 0005 7118	3/9/2013	8239	Coffee and supplies	68.36
10507403	93	Arizona DEPT OF HOUSING	3/13/2013	LIHTC 074-13	CDBG & ADOH Wkshop by ADOH & CAG	10.00
10508201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	49.80
10508217	347	smartschoolsplus, inc dba	3/4/2013	517-006	Scott Barber Contract	7,692.72
10508217	922	LAB CORP of AMERICA HOLDINGS	2/7/2013	55682202	lab work for Rumdoul In	24.01
10508217	922	LAB CORP of AMERICA HOLDINGS	2/2/2013	65096321	lab work for Rumdoul In	25.32
10508217	922	LAB CORP of AMERICA HOLDINGS	2/7/2013	96220364	lab work for Rumdoul In	24.13
10508217	1312	Tristen Johnson	2/12/2013	REIM 21213	Reimbursement for drug test	25.00
10508217	1416	EAP Preferred	3/25/2013	11622	EAP services - quarterly	815.85
10508217	2738	Ceridian Benefit Services	3/4/2013	332442162	COBRA Vision Services	25.00
10508301	3034	Sir D99	3/4/2013	1707	ID Machine Repair/Maintenance	286.34
10510201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		5829 45.29
10510201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	95.42
10510205	29	CASA GRANDE NEWSPAPERS	1/24/2013	PN EVAL STUD	PUBLIC NOTICE - SECOND ANNOUNCEMENT, FLOC	24.97
10510205	29	CASA GRANDE NEWSPAPERS	2/28/2013	PZC-213-ORD	NOTICE OF PUBLIC HEARING PZC-2-13-ORD	30.84
10510211	119	UNITED EXTERMINATING	3/1/2013	161537	MARCH EXTERMINATING	25.00
10510215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	222.05
10510217	3032	WILLDAN	3/7/2013	002-13084	INSPECTIONS ON 2-15-13	360.00
10510306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	FUEL EXPENSE	144.81
10510316	1415	BENSON SYSTEMS	2/15/2013	33714	SECURITY MONITORING	428.80
10510402	869	Az Chapter, PLANNING ASSOC	3/11/2013	APA ME 32913	APA WORKSHOP - MARK ECKHOFF	55.00
10510402	965	Arizona Building Officials	3/22/2013	M CARROLL	AZBO REGISTRATION - CARROLL MICHAEL & RICK	200.00
10510402	965	Arizona Building Officials	3/22/2013	R BALDWIN	AZBO REGISTRATION - CARROLL MICHAEL & RICK	200.00
10510403	869	Az Chapter, PLANNING ASSOC	3/22/2013	GO WKSHOP	FLOOD CONTROL WORKSHOP - GILBERT OLGIN	55.00
10511201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		9627 256.50
10511201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	1,128.06
10511201	1565	SPRINT DATA SVCS	3/9/2013	5.03313E+12	RECURRING CHARGES	82.02
10511201	1598	SPRINT	3/9/2013	5.03213E+12	Monthly Phone Bill 3/8/13	880.00
10511211	1484	Arizona Office of Technology	2/25/2013	33706	Copier charges 11/30/12 to 02/28/13	326.25
10511215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	1,277.38
10511215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	51.68
10511215	22	BIA	3/4/2013	Mar-13		93879 20.03
10511215	22	BIA	3/4/2013	Mar-13		104233 88.08
10511222	1530	THE WATER SHED	2/26/2013	267610	Water & ice inv#267610	28.22
10511222	1530	THE WATER SHED	3/5/2013	267671	Water & Ice #267671	19.92
10511222	1530	THE WATER SHED	3/12/2013	273201	Water & Ice #inv 273201	24.07
10511222	1530	THE WATER SHED	2/19/2013	273323	water & ice inv#273323	22.18
10511222	1530	THE WATER SHED	2/13/2013	552654	water & ice inv#552654	22.69
10511305	761	GCR TIRE CENTERS	1/31/2013	827-24380	tires PD vehicles	55.85
10511306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	ADMIN- Fuel for Feb 2013	379.55
10511312	119	UNITED EXTERMINATING	3/1/2013	161544	Exterminating fees main PD building	30.00
10511401	140	AACOP, c/o GILBERT POLICE DEPT	3/27/2013	MEMBER FEES	Membership fee 2013 for Chief and Lt.	375.00
10511402	559	TATLOCK, WILLIAM	2/10/2013	REIM 21013	Reimbursement for food for Biker Run Security	25.20
10511403	578	LARRY, LAWRENCE	1/7/2013	32013	per diem 3/20 Phx PIO	10.00
10511403	578	LARRY, LAWRENCE	1/7/2013	32013	Mileage to training in Phx r/t3/20	34.32
10511444	74	Day Auto Supply, Inc	3/8/2013	575600	Battery to assist citizen to move their veh per Lt Tryon	102.22
10512211	2516	QiSoft	3/4/2013	6119	Monthly Fee 2013	49.00

10512215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	1,038.45
10512216	100	SOUTHWEST GAS CORPORATION	3/12/2013	13-Mar	GAS	240.32
10512301	1696	OFFICE DEPOT INC	2/27/2013	647444609-001	Office supplies, handing files, toner, batteries, recorder,	805.62
10512301	1696	OFFICE DEPOT INC	2/27/2013	647444740-001	office supplies	85.28
10512316	119	UNITED EXTERMINATING	3/1/2013	161545	exterminating fees annex PD building	35.00
10512324	437	HERBERT F. FITZPATRICK	9/25/2012	2194	Camera & installation	357.90
10513209	1679	Manatee Tire & Auto Inc., dba	2/19/2013	122445	veh repair volunteer veh inv#122445	1,019.42
10513304	506	Quartermaster	2/28/2013	P679944301014	Uniforms for Volunteers	1,004.18
10513305	1076	FLORENCE TRUE VALUE HARDWARE	2/21/2013	201390	Lights for Volunteer's Office inv#C16666	6.54
10513306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Volunteer Fuel Feb 2013	249.76
10513306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Volunteer Fuel Feb 2013	362.00
10514209	803	JONES AUTO CENTER	2/26/2013	59576	Repairs on 09 Crown vic inv#59576	1,683.66
10514209	803	JONES AUTO CENTER	2/26/2013	59743	Repairs on 09 Crown vic inv#59743	271.40
10514209	1793	Galls, An Aramark Company	3/13/2013	468222	Veh repair Tir3 MouduleLic plate bracket	28.50
10514217	2950	PINAL CO ANIMAL CARE & CONTROL	2/28/2013	Jan-13	Animal Control Billing for Jan 2013	1,194.99
10514302	263	Sirchie Products	3/4/2013	0113843-IN	CSI Supplies and fingerprint pad	192.91
10514302	1304	TriTech Forensics	3/8/2013	89668	CSI Supplies	202.22
10514302	2053	GHA TECHNOLOGIES, INC.	2/27/2013	757873	computer for Sgt Petterson	287.79
10514305	761	GCR TIRE CENTERS	2/13/2013	22724750	Tires for Trailer final statement is \$12.00 higher than qu	12.00
10514305	761	GCR TIRE CENTERS	2/13/2013	22724750	Tires for Trailer final statement is \$12.00 higher than qu	(12.00)
10514305	761	GCR TIRE CENTERS	3/13/2013	827-25573	tires for PD vehicles pursuit	1,036.74
10514305	1679	Manatee Tire & Auto Inc., dba	2/21/2013	123342	tires mounting inv#123342	237.55
10514306	74	Day Auto Supply, Inc	2/22/2013	574031	Oil & filters 47GEN inv#574031	2.95
10514306	74	Day Auto Supply, Inc	2/22/2013	574057	Oil & filters 028ET inv#574057	65.34
10514306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	PATROL-Fuel Feb 2013	7,109.31
10514307	1307	BANKCARD CENTER	3/1/2013	Feb-13	K-9 supplies	113.98
10514309	315	TRYON, TERRY	2/26/2013	REF 22613	Reimbursement for Stapler for armory	38.36
10514309	1349	QUALIFICATION TARGETS, INC.	3/8/2013	21300874	TQ-19 targets	373.00
10514309	1349	QUALIFICATION TARGETS, INC.	3/8/2013	21300874	Shipper did not include shipping quote PO30652	144.23
10514312	1793	Galls, An Aramark Company	2/21/2013	422321	Flare container for PD	229.99
10514312	1793	Galls, An Aramark Company	3/5/2013	449584	Fist aid kit for Dept	102.49
10514401	870	INT'L ASSOC FOR PROP. & EVIDENCE	12/3/2012	101920	2011 membership for Samuel Pankey	50.00
10514403	155	Miguel, Acevedo	3/6/2013	315/13	Perdiem 3/15/13 Scottsdale Tactical Silence Trng	10.00
10514403	158	Pat McCarthy Productions, Inc.	3/20/2013	1356	Street Crimes Peoria April 8-9-10-2013	399.00
10514403	408	AGAINST ABUSE	3/5/2013	KLIX 32213	Child Abuse Training 4/2013 Det Klux	50.00
10514403	465	JASON, JENKINS	2/28/2013	3/12/2013	Per Diem March 12th Taser School	10.00
10514403	559	TATLOCK, WILLIAM	3/13/2013	0313-15/13	per diem 03/14-15/13 background investigator	81.00
10514403	559	TATLOCK, WILLIAM	3/13/2013	0313-15/13	Hotel expense Quality Inn Boulder City 3/13-15/13	162.80
10514403	587	Code 4 Public Safety	3/5/2013	11437	Code 4 Training Scottsdale 3/15/13 Acevedo	99.00
10514403	713	Law Enforcement Seminars LLC	3/13/2013	TATLOCK	Background Invest for Police Officer Bolder NV.	300.00
10514403	1114	Rose, Scott	3/7/2013	408-09/13	per diem Street Crime Trng 4/8-9/2013	30.00
10514403	1307	BANKCARD CENTER	3/1/2013	Feb-13	Hotel Vegas Lt Tryon Trng 2/18-21/13	181.27
10514403	1307	BANKCARD CENTER	3/1/2013	Feb-13	Room Expense for Sgt Pankey to attend class Vegas 3/	143.46
10514403	1724	ISCPP	3/27/2013	P RICCOMINI	Class fee for Ofc. Riccomini 2013	275.00
10514403	1965	PHILLIP J. RICCOMINI	3/27/2013	402-04/13	Per diem ICOS training Scottsdale 4/2-4/13	30.00
10514403	2168	Northeast Wisconsin Technical College	2/14/2013	SFT000073826	Taser School for Ofc Jenkins	350.00
10514403	2439	Alternate Force aka Clawa	1/18/2013	194026	Redman Suit, Matts, Gloves, various other supplies	3,815.61
10515201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	240.74
10515203	1484	Arizona Office of Technology	2/25/2013	33682	Copier charges 11-30-12 to 02-28-13	77.33
10515215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	51.68
10515215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	1,217.86
10515215	22	BIA	3/4/2013	Mar-13		104233 88.07
10515301	3045	Wist Office Products	2/26/2013	1092547	Calendar and pens	37.29
10516209	353	Apache Junction Fire District	2/28/2013	2177	vehicle maintenance	1,280.91
10516209	1679	Manatee Tire & Auto Inc., dba	2/27/2013	123546	oil change for chief's truck	27.70
10516209	1680	Horine Electrical Services	2/15/2013	6627	Pig tails for new engine	305.77
10516302	119	UNITED EXTERMINATING	3/1/2013	161536	pest control	25.00
10516302	1530	THE WATER SHED	2/27/2013	267627	ice station #12-27-13	55.35
10516304	513	UNITED FIRE EQUIPMENT CO.	2/12/2013	494612	uniform allowance Jabara	131.11
10516304	513	UNITED FIRE EQUIPMENT CO.	2/18/2013	494913	uniform allowance Karchner	395.46
10516304	513	UNITED FIRE EQUIPMENT CO.	2/18/2013	494942	uniform allowance Gameros	398.67
10516304	513	UNITED FIRE EQUIPMENT CO.	2/19/2013	495003	uniform allowance Eggers	287.57
10516305	353	Apache Junction Fire District	2/28/2013	2176	vehicle tires and labor	1,374.55
10516306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	fuel for station #1	2,717.78

10516310	2995	Gilbert Hospital	3/1/2013	13-Feb	drug restock for feb 13	81.99
10516310	2995	Gilbert Hospital	3/1/2013	13-Jan	drug restock for Jan 13	42.40
10516316	2994	Taylor Freezer Sales of Arizona	3/12/2013	ICE MAKER #1	ice maker for station #1	2,483.30
10516403	638	HOME DEPOT CREDIT SERVICES	3/12/2013	3021407	wood to repair roof prop	860.80
10517201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13	9176	44.37
10517215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	244.23
10517302	1530	THE WATER SHED	2/12/2013	552665	ice for station #2	17.43
10517304	513	UNITED FIRE EQUIPMENT CO.	2/19/2013	494973	uniform allowance Adamczyk	351.74
10517304	513	UNITED FIRE EQUIPMENT CO.	2/20/2013	495068	uniform allowance Mahoney	268.63
10517304	513	UNITED FIRE EQUIPMENT CO.	2/21/2013	495203	uniform allowance Walter	716.30
10517306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	fuel for station #2	1,572.14
10517310	630	Florence Hospital at Anthem	3/1/2013	FL JAN-13	drug restock Jan 13	85.75
10517312	513	UNITED FIRE EQUIPMENT CO.	2/22/2013	495255	turn out cleaning and repair	186.00
10519201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	75.98
10519201	1972	Verizon Wireless	2/21/2013	9700318174	Cell phones for IT	294.66
10519211	674	Chase Card Services	3/1/2013	Feb-13	The Rackspace Cloud - website hosting	59.99
10519211	100178	BTI Communications	2/27/2013	46572	ShoreTel Annual Support	8,500.00
10519301	985	The UPS Store #5920	2/1/2013	73625828	Shipping - Returns	23.36
10519301	985	The UPS Store #5920	1/30/2013	73625918	Shipping - Returns	29.74
10519301	985	The UPS Store #5920	2/13/2013	73626827	Shipping - Returns	31.62
10519301	985	The UPS Store #5920	12/14/2012	73627061	Shipping - Returns	30.26
10519302	1076	FLORENCE TRUE VALUE HARDWARE	1/14/2013	200540	Supplies - Open	2.18
10519302	1076	FLORENCE TRUE VALUE HARDWARE	2/7/2013	201107	Supplies - Open	44.89
10519306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Fuel - Open Req	55.19
10519314	184	DELL MARKETING L.P.	2/15/2013	XJ3977MD8	Replacement Part - CD ROM	43.83
10519314	205	Newegg, Inc.	2/25/2013	98551617	DVD Drives	1,299.50
10519314	205	Newegg, Inc.	2/25/2013	98551617	Shipping	10.52
10519314	205	Newegg, Inc.	3/5/2013	98907526	DVD Drives	509.83
10519314	205	Newegg, Inc.	3/6/2013	98958886	Cables - Parts	11.59
10519314	205	Newegg, Inc.	3/7/2013	98964915	Cables - Parts	7.99
10519314	205	Newegg, Inc.	3/8/2013	99042555	Credit	(519.80)
10519314	437	HERBERT F. FITZPATRICK	9/25/2012	2194	Camera Replacement	216.00
10519314	1384	computer geeks.com.	11/2/2012	W5949161	Remaining Balance	298.48
10519314	1735	iT1 Source LLC	3/7/2013	233041	Power Cord - Switch	34.86
10519314	1751	Better Direct	3/4/2013	12821	Network Cables - Fiber & CAT5	883.32
10519316	1415	BENSON SYSTEMS	11/19/2012	29352	Alarm Panel - Maintenance - Fix	325.00
10519323	1307	BANKCARD CENTER	3/1/2013	Feb-13	Experts Exchange Subscription	99.50
10519323	1307	BANKCARD CENTER	3/1/2013	Feb-13	SSL Certificates - 5yrs - Wildcard	467.97
10519403	1307	BANKCARD CENTER	3/1/2013	Feb-13	Training Exams - Trenton Shaffer	856.00
10519410	931	Onstream Media Corporation	2/19/2013	18917	Website - Video Streaming	143.64
10520302	705	Big 5 Sporting Goods	3/13/2013	99988260	heavy training bag	131.63
10520302	1530	THE WATER SHED	2/26/2013	267612	Drinking Water for fitness center	14.94
10520302	1530	THE WATER SHED	3/5/2013	267672	Drinking Water for fitness center	11.07
10520302	1530	THE WATER SHED	2/19/2013	273324	Drinking Water for fitness center	19.96
10520302	1530	THE WATER SHED	2/12/2013	552655	Drinking Water for fitness center	19.92
10521201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	53.68
10521208	619	Ricoh USA, Inc.	2/24/2013	5025236394	monthly billing for copier (service/b&w copies)	96.18
10521215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	325.12
10521216	100	SOUTHWEST GAS CORPORATION	3/12/2013	13-Mar	GAS	60.30
10521217	119	UNITED EXTERMINATING	3/1/2013	161546	Exterminating Service for fiscal yr. 12-13	35.00
10521301	1530	THE WATER SHED	3/18/2013	267728	Drinking Water for fitness center	24.07
10521301	1696	OFFICE DEPOT INC	3/14/2013	650188097-001	copy paper, toner, various office supplies	291.22
10521304	1587	ARAMARK	1/18/2013	15171998	uniform polo shirt	34.55
10522201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	83.48
10522209	74	Day Auto Supply, Inc	2/22/2013	574039	misc. supplies for Parks Maintenance	10.40
10522209	74	Day Auto Supply, Inc	2/25/2013	574243	misc. supplies for Parks Maintenance	34.26
10522211	119	UNITED EXTERMINATING	3/1/2013	161533	Exterminating Services for all parks	25.00
10522215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	668.18
10522222	756	Casa Grande Rent A Can	2/28/2013	6523	port-a-jon for Pooch Party	70.00
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/13/2013	201214	plain single cut key	5.46
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/14/2013	201258	rubber & nylon washer, plumbers putty	7.66
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/14/2013	201259	die cast jam nut kit	6.57
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/14/2013	201265	rubber and nylon washer set	6.89
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/19/2013	201333	Dawn dish soap & clear cleaner	12.03

10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/21/2013	201381	key cut	8.73
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/22/2013	201408	clothes line	6.54
10522302	1076	FLORENCE TRUE VALUE HARDWARE	2/22/2013	201413	Blanket purchases for parks maintenance	11.38
10522302	1076	FLORENCE TRUE VALUE HARDWARE	3/5/2013	201645	utility paint brush, plastic tray set	26.30
10522302	1076	FLORENCE TRUE VALUE HARDWARE	3/14/2013	201870	Blanket purchases for parks maintenance	44.58
10522302	1530	THE WATER SHED	2/26/2013	267608	Drinking Water for parks maintenance	6.62
10522302	1530	THE WATER SHED	3/5/2013	267668	Drinking Water for parks maintenance	13.20
10522302	1530	THE WATER SHED	2/12/2013	552651	Drinking Water for parks maintenance	6.62
10522304	945	POWELL FEED & SUPPLY	1/16/2013	29664	Uniform Jeans for Parks Maintenance	963.17
10522306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Blanket fuel for parks maintenance vehicles	904.34
10522316	660	ARROYO FENCE CO.	2/21/2013	2783	fencing repair supplies for Central Bark Dog Park	356.46
10522316	2232	Dunn-Edwards	3/5/2013	5271440	Paint for concession- vandalism	385.69
10524201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	20.87
10524208	1747	AQUATIC ENVIRONMENTAL	2/19/2013	IN31596	service call, phase motor, phenol red	321.63
10524208	1747	AQUATIC ENVIRONMENTAL	2/19/2013	IN31606	phenal red	64.51
10524310	1747	AQUATIC ENVIRONMENTAL	3/14/2013	IN31715	pool chemicals	1,541.20
10525201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	74.55
10525224	265	FELIZ, ERNIE	3/4/2013	4@15 JR NBA	referee service for Jr. NBA League on 2/23/13	60.00
10525224	1163	CURTIS NEAL	3/11/2013	31013 9HRS	referee for Heritage Bowl flag football	135.00
10525224	1163	CURTIS NEAL	3/2/2013	8@15 NBA	referee for Jr NBA Basketball League-first half	120.00
10525224	1732	NEAL, DAVID	3/2/2013	8@15 JR NBA	Referee for Jr NBA Basketball League-first half	120.00
10525224	1732	NEAL, DAVID	3/11/2013	MAR 10 13 9HR	Referee for Heritage Bowl Football Tournament	135.00
10525302	389	ORIENTAL TRADING CO	3/7/2013	656257282-01	items for Easter Eggstravaganza	152.44
10525302	803	JONES AUTO CENTER	1/5/2013	9942	AC repair to W350 Ford 15 passenger van	307.09
10525302	884	JIM HEET PHOTOGRAPHY	3/10/2013	155	photos for youth basketball league	471.71
10525302	1076	FLORENCE TRUE VALUE HARDWARE	2/27/2013	201526	Raid Spider Killer	10.95
10525302	1076	FLORENCE TRUE VALUE HARDWARE	3/11/2013	201777	Supplies for Fitness center/ recreation	8.75
10525302	1076	FLORENCE TRUE VALUE HARDWARE	3/13/2013	201847	Supplies for Fitness center/ recreation	3.61
10525302	1076	FLORENCE TRUE VALUE HARDWARE	3/13/2013	201850	Supplies for Fitness center/ recreation	2.95
10525302	1371	Poston Butte Skills, USA	3/14/2013	12-011	3 course meal for Father Daughter Dance	420.00
10525302	1530	THE WATER SHED	3/6/2013	273173	Drinking Water for after school program	19.92
10525302	1563	BLAKE ABBEY-DURATE	3/3/2013	REIM 226&3031	reimbursement for cheer coach certification	15.00
10525302	1563	BLAKE ABBEY-DURATE	3/3/2013	REIM 226&3031	reimbursement for incline cheerleading/tumbling mat	109.73
10525302	2100	WALMART COMMUNITY # 0005 7118	2/20/2013	6907	open supplies for after school program and iddie biddie	23.74
10525302	2100	WALMART COMMUNITY # 0005 7118	2/20/2013	6908	open supplies for after school program and iddie biddie	41.89
10525302	2100	WALMART COMMUNITY # 0005 7118	2/20/2013	8001	open supplies for after school program and iddie biddie	56.00
10525302	2100	WALMART COMMUNITY # 0005 7118	3/20/2013	9110	Supplies for Sports Programs	26.36
10525302	2355	MARTY'S TROPHIES & AWARDS	3/6/2013	26623	basketball bobble heads	107.72
10525304	207	SURF & SKI ENTERPRISES	3/13/2013	141962	t-shirts for part-time staff	150.00
10525304	207	SURF & SKI ENTERPRISES	3/13/2013	141962	t-shirts for part-time staff (additional amount)	120.00
10525306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Blanket fuel for recreation vehicles	259.87
10525402	1197	MENDIVIL, ERASMO JR.	2/19/2013	APRA 312-13/13	Per diem for Certified Pool Operator" course 3/12-3/13/13	16.00
10525403	1300	CLINT AUSTIN	2/19/2013	APRA 312-13/13	per diem for Certified Pool Operator" Course- 2 breakfast	16.00
10525403	1389	JOHN NIXON	2/19/2013	APRA 312-13/13	per diem for Certified Pool Operator Course" -2 breakfast	16.00
10526217	1079	BROWN'S FISH FARM	3/4/2013	3301	480 lbs of catfish for Fishing Derby	1,542.24
10526222	756	Casa Grande Rent A Can	3/13/2013	6542	jons for fishing derby on 3/8/13	350.00
10526302	2100	WALMART COMMUNITY # 0005 7118	3/4/2013	1558	prizes, supplies, & trash cans for Fishing Derby	395.28
10526302	2100	WALMART COMMUNITY # 0005 7118	2/20/2013	6906	prizes for fishing derby	184.98
10526302	2100	WALMART COMMUNITY # 0005 7118	3/6/2013	9790	prizes, supplies, & trash cans for Fishing Derby	45.71
10526302	2405	ARIZONA CORRECTIONAL INDUSTRIES	11/20/2012	11/20/2012	cow hay for special events in November and December	150.00
10526407	29	CASA GRANDE NEWSPAPERS	2/23/2013	83453601	ads for special events- fiscal year	76.50
10526407	29	CASA GRANDE NEWSPAPERS	2/28/2013	83510601	ads for special events- fiscal year	153.00
10527304	207	SURF & SKI ENTERPRISES	3/13/2013	141962	Shirts for custodial staff- Shelly Honea	8.09
10527315	1471	Brady Industries, LLC	3/8/2013	4126448	Brady Softone Tissue 96 rolls/ 500 sheets	105.93
10527315	1471	Brady Industries, LLC	3/8/2013	4126448	Multifold Paper Towels 4000/case	183.40
10527315	1471	Brady Industries, LLC	3/8/2013	4126448	tax	26.91
10527315	2100	WALMART COMMUNITY # 0005 7118	3/20/2013	9110	Janitorial Supplies for Custodians	64.97
10527315	2100	WALMART COMMUNITY # 0005 7118	3/20/2013	9110	Janitorial Supplies	64.62
10528201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	41.74
10528215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	1,102.32
10528216	100	SOUTHWEST GAS CORPORATION	3/12/2013	13-Mar	GAS	73.26
10528217	717	PETTY CASH - SENIOR CENTER	2/28/2013	OLD TUCSON	Petty Cash for Old Tucson admission	224.11
10528301	1696	OFFICE DEPOT INC	1/29/2013	642124065-001	office supplies	126.10
10528301	2100	WALMART COMMUNITY # 0005 7118	3/14/2013	5015	batteries	23.00

10528302	232	SAFEWAY INC.	2/5/2013	722844-020513	Supplies	14.24
10528302	232	SAFEWAY INC.	3/14/2013	802455-31413	Supplies	169.12
10528302	303	SMART & FINAL STORES CORP	2/26/2013	4.93065E+12	SUPPLIES	299.25
10528302	717	PETTY CASH - SENIOR CENTER	3/14/2013	22113-30813	Petty Cash	129.21
10528302	1530	THE WATER SHED	2/26/2013	267611	ice dec - july	4.98
10528302	1530	THE WATER SHED	3/5/2013	267670	ice dec - july	6.64
10528302	1530	THE WATER SHED	3/12/2013	273200	ice dec - july	7.47
10528302	2100	WALMART COMMUNITY # 0005 7118	3/14/2013	5015	Misc supplies	89.25
10528302	2100	WALMART COMMUNITY # 0005 7118	2/12/2013	7958	Supplies	295.70
10528302	2100	WALMART COMMUNITY # 0005 7118	2/26/2013	9146	Misc supplies	177.81
10528303	2100	WALMART COMMUNITY # 0005 7118	2/12/2013	7958	Supplies	128.22
10528303	2100	WALMART COMMUNITY # 0005 7118	2/12/2013	7962	misc supplies for Center	50.00
10528303	2100	WALMART COMMUNITY # 0005 7118	2/12/2013	7962	Supplies	2.92
10528305	761	GCR TIRE CENTERS	2/4/2013	827-24580		492.65
10528306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Fuel	355.00
10528316	119	UNITED EXTERMINATING	2/28/2013	162166	Pest Control	35.00
10528407	232	SAFEWAY INC.	2/26/2013	0724435-022613	Supplies	54.05
10528407	1785	POSITIVE PROMOTIONS	2/12/2013	4627726	Thank you gifts for senior volunteer Bag & Pin	317.96
10528407	2100	WALMART COMMUNITY # 0005 7118	2/26/2013	9146	Volunteer Event	33.42
10528444	570	L & B INN	3/18/2013	SR 32213	Meals for senior from donation account	210.00
10528444	2100	WALMART COMMUNITY # 0005 7118	2/4/2013	3459	Senior Donation account gifts to needy family	20.95
10528444	2100	WALMART COMMUNITY # 0005 7118	2/4/2013	3459	Prizes for P & R Halloween event from donation acct	36.25
10528444	2100	WALMART COMMUNITY # 0005 7118	2/12/2013	7962	Prizes for P & R Halloween event from donation acct	88.75
10529201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		788 94.90
10529201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	53.68
10529202	138	U. S. Post Master	3/12/2013	LIB STAMPS 31	Stamps	329.00
10529301	1696	OFFICE DEPOT INC	3/6/2013	647984135-001	office supplies	150.03
10529301	1696	OFFICE DEPOT INC	3/6/2013	647984573-001	office supplies	58.63
10529301	1696	OFFICE DEPOT INC	3/6/2013	647984574-001	office supplies	8.08
10529302	1530	THE WATER SHED	3/5/2013	273154	Drinking Water Open PO	26.56
10529302	1530	THE WATER SHED	3/12/2013	273206	Drinking Water Open PO	6.62
10529306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Open PO for Fuel & Oil	66.49
10529308	609	BAKER & TAYLOR BOOKS	2/21/2013	4010438698	Childrens books	9.37
10529308	609	BAKER & TAYLOR BOOKS	2/21/2013	4010438699	Books	97.04
10529308	609	BAKER & TAYLOR BOOKS	2/21/2013	4010438700		104.78
10529308	609	BAKER & TAYLOR BOOKS	2/21/2013	4010438701	Audio Books	184.07
10529308	609	BAKER & TAYLOR BOOKS	2/21/2013	4010438715	Books	467.53
10529308	609	BAKER & TAYLOR BOOKS	2/26/2013	W89440130	DVD'S	17.23
10529308	609	BAKER & TAYLOR BOOKS	2/26/2013	W89440131	CD'S	104.27
10529308	609	BAKER & TAYLOR BOOKS	2/26/2013	W89440132	DVD'S	194.83
10529316	119	UNITED EXTERMINATING	3/11/2013	168157	Pest Control	25.00
10530201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	62.61
10530306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	315.84
10531211	294	Sun Valley Sew & Vac	3/6/2013	DYSON 3/13	Dyson Vacuum repair	202.26
10531311	200	GRAINGER, INC.	3/5/2013	9083321688	Purchase of Milwaukee rotary hammer	192.26
10531316	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	50.79
10531316	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	51.04
10531316	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	51.11
10531316	638	HOME DEPOT CREDIT SERVICES	3/5/2013	20166	Purchase of new vanity,sink,hoses,faucets and valves fr	931.71
10531316	638	HOME DEPOT CREDIT SERVICES	3/6/2013	9020535	Purchase of new vanity,sink,hoses,faucets and valves fr	152.24
10531316	1076	FLORENCE TRUE VALUE HARDWARE	2/8/2013	201127	Emergency Purchase of door knob for D. Hills office	27.40
10531316	1076	FLORENCE TRUE VALUE HARDWARE	2/28/2013	201537	Emergency purchase of cement/patch repair at FPD ev	20.81
10532201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		118 678.40
10532201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		238 79.45
10532201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		236 42.75
10532201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		7500 74.48
10532201	1650	inContact, Inc.	3/10/2013	124241051	Telephone	321.95
10532206	767	AZ MUNICIPAL RISK RETENTION-	3/1/2013	8069 8070	Annual Liability Insurance	31,907.34
10532206	1307	BANKCARD CENTER	3/1/2013	Feb-13	CNA Surety Bond Payment Annual	150.00
10532214	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	704.62
10532214	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		705 128.25
10532214	119	UNITED EXTERMINATING	3/1/2013	161534	Pest Control @ Silver King	25.00
10532215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	2,949.15
10532314	119	UNITED EXTERMINATING	3/1/2013	161535	Pest Control	35.00

10532314	1530	THE WATER SHED	3/4/2013	267655	Water & Ice (1 Year)	26.29
10532314	1530	THE WATER SHED	3/18/2013	267729	Water & Ice (1 Year)	16.05
10532314	1530	THE WATER SHED	3/12/2013	273209	Water & Ice (1 Year)	32.10
10532314	99999	Temporary Vendor	3/20/2013	2517 REFUND	REFUND 9mos use of appliances	425.03
10533317	881	ARIZONA STATE PRISON-FLORENCE	2/25/2013	0221-116	INMATE LABOR / CEMETERY	30.00
10533317	1076	FLORENCE TRUE VALUE HARDWARE	2/26/2013	201474	Emergency - water line repair at Cemetery	3.99
10551201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	53.68
10551314	1936	CITY OF CASA GRANDE	3/22/2013	RECOON CONV	\$500 commitment fee - Las Vegas RECON Convention	500.00
10551407	2266	RZN8 MEDIA, LLC	3/11/2013	1068	photo session for web design - Ec. Dev. web site	4,296.80
11511211	578	LARRY, LAWRENCE	3/27/2013	REIM 301-31513	Circle K 3/1 3694271 painters	6.38
11511211	578	LARRY, LAWRENCE	3/27/2013	REIM 301-31513	McDonalds Painters 3/13	2.19
11511211	578	LARRY, LAWRENCE	3/27/2013	REIM 301-31513	Circle K 3/7 painters drinks 3702241	6.33
11511211	578	LARRY, LAWRENCE	3/27/2013	REIM 301-31513	True value painting supplies 3/7	15.30
11511211	578	LARRY, LAWRENCE	3/27/2013	REIM 301-31513	Circle K 3/13 3709910	0.87
11511211	578	LARRY, LAWRENCE	3/27/2013	REIM 301-31513	Circle K 3/15 3712892	10.93
11519324	2133	GovConnection, Inc.	2/18/2013	49954719	Tape Backup Drive - Tapes	1,812.45
11519324	2133	GovConnection, Inc.	2/27/2013	49987481	Tape Backup Drive - Tapes	6,325.24
11552507	1735	iT1 Source LLC	1/30/2013	0227192-IN	APC Smart UPS Battery - RM 192v	1,033.93
12518201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	739.40
12518206	767	AZ MUNICIPAL RISK RETENTION-	3/1/2013	8069 8070	Annual Liability Insurance	17,549.04
12518209	74	Day Auto Supply, Inc	2/26/2013	574439	Purchase front brake pads and differential pinion gear o	74.57
12518209	74	Day Auto Supply, Inc	2/26/2013	574442	Purchase of one engine fuel filter for ST-19	21.99
12518209	74	Day Auto Supply, Inc	2/26/2013	574443	Purchase of engine tune up parts for ST-016	46.24
12518209	74	Day Auto Supply, Inc	2/26/2013	574445	Purchase of two 90 degree elbow fittings	9.52
12518209	74	Day Auto Supply, Inc	2/27/2013	574502	Purchase of oil, air and fuel filters	160.88
12518209	74	Day Auto Supply, Inc	2/27/2013	574503	Purchase of halogen lamps and bulbs	62.36
12518209	74	Day Auto Supply, Inc	2/27/2013	574509	Purchase of shop towels and water	10.92
12518209	74	Day Auto Supply, Inc	2/27/2013	574518	Purchase of power steering fluid and antifreeze	169.32
12518209	74	Day Auto Supply, Inc	3/4/2013	575084	Emergency purchase of one rear tail lamp for ST-10	4.00
12518209	159	AGAPE, INC	3/1/2013	12303	Replacement windshield for ST-009	270.98
12518209	1076	FLORENCE TRUE VALUE HARDWARE	2/21/2013	201382	Emergency purchase of air fitting for ST-023	6.13
12518209	1524	FREIGHTLINER ARIZONA LTD	1/21/2013	R00204920502	Tow and clutch installation on ST-051	2,887.66
12518209	1679	Manatee Tire & Auto Inc., dba	2/26/2013	123507	Front end alignment for ST-037	48.95
12518211	363	EMPIRE SOUTHWEST	2/28/2013	EMPS3078254	Purchase of one transmission hydraulic cooler	1,243.13
12518211	1484	Arizona Office of Technology	2/25/2013	33684	Copier charges 11/30/12-2/29/13	236.97
12518214	898	CENTERLINE SUPPLY WEST, INC.	2/28/2013	66175	Purchase of 50 U-channel posts and 2 traffic signs Cros	799.53
12518215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	3,967.03
12518215	22	BIA	3/4/2013	Mar-13	353	233.94
12518215	22	BIA	3/4/2013	Mar-13	20509	46.24
12518215	22	BIA	3/4/2013	Mar-13	21243	61.65
12518215	22	BIA	3/4/2013	Mar-13	10522	110.09
12518301	1696	OFFICE DEPOT INC	3/7/2013	648357638-001	Restock-printer ink and binders	519.63
12518302	74	Day Auto Supply, Inc	2/25/2013	574214	Purchase of one trailer hitch receiver lock for ST-081	22.54
12518302	74	Day Auto Supply, Inc	2/26/2013	574440	Purchase of two electrical light rocker switches	40.04
12518302	74	Day Auto Supply, Inc	2/27/2013	574509	Purchase of shop towels and water	62.32
12518302	74	Day Auto Supply, Inc	2/27/2013	574514	Purchase of Red Tacky Grease	26.28
12518302	74	Day Auto Supply, Inc	2/27/2013	574518	Purchase of various cleaners and sealant	301.96
12518302	74	Day Auto Supply, Inc	3/4/2013	575002	Purchase of four bags of Dead Earth	30.67
12518302	74	Day Auto Supply, Inc	3/11/2013	575715	Purchase of grinding and sanding disks cut off wheels, e	212.54
12518302	606	BARNES DISTRIBUTION	2/22/2013	5216746001	Restock Nuts & Bolts for Shop	148.37
12518302	1530	THE WATER SHED	2/26/2013	267607	Water & Ice	18.26
12518302	1530	THE WATER SHED	3/5/2013	267667	Water & Ice	19.93
12518302	1530	THE WATER SHED	2/19/2013	273320	Water & Ice	22.42
12518302	1530	THE WATER SHED	2/12/2013	552650	Water & Ice	25.45
12518304	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	198.40
12518304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	203.76
12518304	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	202.59
12518304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	211006280	Weekly fee for uniforms, mops, towels, & mats	(22.62)
12518305	70	KIRK'S TIRES	10/29/2012	11275	Four tires dismounted and four tires mounted	225.00
12518305	70	KIRK'S TIRES	1/23/2013	13016	Tire dismantling and mounting of two new tires for ST-0	187.50
12518305	74	Day Auto Supply, Inc	2/27/2013	574495	Purchase of one battery	233.24
12518305	74	Day Auto Supply, Inc	2/27/2013	574496	Purchase of one battery	246.91
12518305	74	Day Auto Supply, Inc	2/27/2013	574497	Purchase of one battery	223.85
12518305	74	Day Auto Supply, Inc	2/27/2013	574507	Purchase of TR PATCH	10.53

12518305	74	Day Auto Supply, Inc	3/6/2013	575268	Emergency purchase ozone valve stem for John Deere	4.05	
12518306	74	Day Auto Supply, Inc	2/27/2013	574500	Purchase of Napa oil	72.27	
12518306	74	Day Auto Supply, Inc	2/27/2013	574514	Purchase of various motor oils	316.14	
12518306	74	Day Auto Supply, Inc	3/11/2013	575717	Purchase of five gallon bucket of transmission oil	141.51	
12518306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	4,159.91	
12518311	74	Day Auto Supply, Inc	2/26/2013	574446	Purchase of battery brushes	15.75	
12518311	200	GRAINGER, INC.	3/5/2013	9083321688	Purchase of Milwaukee rotary hammer	192.26	
12518312	2961	ARIZONA GLOVE & SAFETY	3/1/2013	7298581	Restock First Aid Kits	66.73	
12518316	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	24.96	
12518316	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	25.08	
12518316	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	25.12	
12518316	119	UNITED EXTERMINATING	3/1/2013	161539	Exterminating fees-St.	22.50	
12518317	881	ARIZONA STATE PRISON-FLORENCE	3/11/2013	0307-116	INMATE LABOR/ ROW CLEANUP	37.50	
12518322	292	CEMEX	2/28/2013	9425648096	100 tons of ABC for stock pile	359.50	
12566507	3032	WILLDAN	2/8/2013	512008	Professional Services Rendered 1/4/2013-1/25/2013	7,176.50	
51219000	99999	Tempory Vendor	3/4/2013	10608502	WATER DEPOSIT REFUND	74.82	
51219000	99999	Tempory Vendor	3/4/2013	304102	WATER DEPOSIT REFUND	97.86	
51219000	99999	Tempory Vendor	3/1/2013	509601	WATER DEPOSIT REFUND	14.62	
51219100	99999	Tempory Vendor	3/5/2013	3514 REFUND	Hydrant Deposit	1,000.00	
51219100	99999	Tempory Vendor	3/20/2013	REF 3142	Hydrant Deposit	1,000.00	
51574201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13		246	44.49
51574201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	126.55	
51574206	767	AZ MUNICIPAL RISK RETENTION-	3/1/2013	8069 8070	Annual Liability Insurance	15,042.03	
51574209	74	Day Auto Supply, Inc	2/27/2013	574494	Purchase of air and oil filters	8.74	
51574209	159	AGAPE, INC	3/1/2013	12304	Purchase of windshield glue	24.35	
51574209	270	SHAW'S INTERIORS	2/27/2013	19213	Driver's side seat repair for WW-006	252.68	
51574215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	3,188.86	
51574215	22	BIA	3/4/2013	Mar-13		21242	633.41
51574215	22	BIA	3/4/2013	Mar-13		21245	8,040.11
51574217	95	DESERT BORING AND EXCAVATION	2/1/2013	6844	Emergency excavation / Pothole at Hwy 79 & Diversion	1,625.00	
51574217	95	DESERT BORING AND EXCAVATION	1/28/2013	6845	Emergency excavation/ I.N.S. meter change out Inv. 68	375.00	
51574217	95	DESERT BORING AND EXCAVATION	2/1/2013	6847	Emergency excavation for water leaks Inv.6847	1,250.00	
51574217	95	DESERT BORING AND EXCAVATION	2/20/2013	6854	Emergency excavation @ 3806 Wisconsin Ave & Virgin	562.50	
51574217	95	DESERT BORING AND EXCAVATION	3/1/2013	6858	Emergency excavation @3605 Michigan	375.00	
51574217	1541	Balmorhea Hydrogeological Svcs	1/17/2013	246	Professional Services- Mine Permit Review Inv#00246	1,345.67	
51574217	1541	Balmorhea Hydrogeological Svcs	2/6/2013	249	Professional Services-Mine Permit Review Inv. # 00249	238.70	
51574217	1541	Balmorhea Hydrogeological Svcs	2/6/2013	250	Professional Services- Mine Support Inv.#00250	318.96	
51574217	1971	CASA GRANDE COURIER, INC.	2/26/2013	739	Courier fees - W/WWW	252.00	
51574301	1696	OFFICE DEPOT INC	3/7/2013	648357638-001	Restock-printer ink and binders	22.89	
51574302	1530	THE WATER SHED	2/26/2013	267607	Water & Ice	9.13	
51574302	1530	THE WATER SHED	3/5/2013	267667	Water & Ice	9.96	
51574302	1530	THE WATER SHED	2/19/2013	273320	Water & Ice	11.21	
51574302	1530	THE WATER SHED	2/12/2013	552650	Water & Ice	12.73	
51574302	2107	Pipeline Services	2/13/2013	15050	Emergency purchase of 2 tap for National Bank*	230.00	
51574304	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	40.05	
51574304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	40.25	
51574304	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	40.31	
51574306	74	Day Auto Supply, Inc	2/27/2013	574494	Purchase of oil	38.37	
51574306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	99.70	
51574306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	933.84	
51574310	1638	DPC ENTERPRISES L P	2/28/2013	272000122-13	Purchase of Chlorine for W/WWW	506.92	
51574310	2105	HACH COMPANY	2/22/2013	8168779	Purchase of Chlorine (1000 powder pillows) for W/WWW	200.57	
51574312	2961	ARIZONA GLOVE & SAFETY	3/1/2013	7298593	Restock First Aid Kits	55.00	
51574316	119	UNITED EXTERMINATING	3/1/2013	161539	Exterminating fees-W/WWW	22.50	
51574317	881	ARIZONA STATE PRISON-FLORENCE	2/25/2013	0221-116	INMATE LABOR/ W/WWW	37.75	
51574317	881	ARIZONA STATE PRISON-FLORENCE	3/11/2013	0307-116	INMATE LABOR/ W/WWW	56.25	
51574320	292	CEMEX	2/28/2013	9425648096	100 tons of ABC for stock pile	359.50	
51574320	1076	FLORENCE TRUE VALUE HARDWARE	2/6/2013	201063	Emergency purchase of parts for National Bank water li	56.61	
51574320	1076	FLORENCE TRUE VALUE HARDWARE	3/5/2013	201629	Emergency -parts to move meter at 299 Poston Butte	27.63	
51574320	1076	FLORENCE TRUE VALUE HARDWARE	3/5/2013	201631	Emergency -parts to move meter at 299 Poston Butte	3.69	
51574320	1076	FLORENCE TRUE VALUE HARDWARE	3/5/2013	201655	Emergency -parts for meter installation @190 Central	24.88	
51574406	395	AZ DEPT OF WATER RESOURCES	3/29/2013	5.60012E+11	Annual Water Withdrawal Fees	5,794.83	
51574406	908	ARIZONA BLUE STAKE, INC.	1/31/2013	2013-AA0251	2013 Annual Assessment for Pinal County-FLORUT09	529.52	
51574406	2160	ARIZONA DEPARTMENT OF	1/2/2013	69093 2013	Annual Sampling Fee for CY2013 Inv.#69093	8,211.86	

52575201	118	CENTURYLINK	3/16/2013	VARIOUS 3/13	2394	45.29
52575201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	120.26
52575206	767	AZ MUNICIPAL RISK RETENTION-	3/1/2013	8069 8070	Annual Liability Insurance	9,686.16
52575209	74	Day Auto Supply, Inc	2/27/2013	574494	Purchase of air and oil filters	4.37
52575211	34	COOLIDGE ENGINE & PUMP, L.L.C.	3/4/2013	4098	Emergency-Service POC Well at Swwtp	1,974.86
52575211	904	A.C. Sanitation Service, LLC	1/24/2013	16-BAL DUE	Additional amount owed on Invoice #16 P.O. 30339	36.00
52575215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	20,720.37
52575215	22	BIA	3/4/2013	Mar-13	21241	4,280.45
52575217	1971	CASA GRANDE COURIER, INC.	2/26/2013	739	Courier fees - Swwtp	982.00
52575217	2105	HACH COMPANY	3/5/2013	HACH279253	Annual Hach279253 Service Partnership /Autocat Rene	1,430.00
52575301	1696	OFFICE DEPOT INC	3/7/2013	648357638-001	Restock-printer ink and binders	11.43
52575302	1530	THE WATER SHED	2/26/2013	267607	Water & Ice	4.57
52575302	1530	THE WATER SHED	3/5/2013	267667	Water & Ice	4.98
52575302	1530	THE WATER SHED	2/19/2013	273320	Water & Ice	5.60
52575302	1530	THE WATER SHED	2/12/2013	552650	Water & Ice	6.37
52575304	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	19.83
52575304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	19.49
52575304	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	19.96
52575306	74	Day Auto Supply, Inc	2/27/2013	574494	Purchase of oil	19.19
52575306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	135.80
52575306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	378.16
52575310	1638	DPC ENTERPRISES L P	2/28/2013	272000122-13	Purchase of Chlorine for Swwtp	506.92
52575310	2105	HACH COMPANY	3/5/2013	8185433	Purchase of lab testing chemicals	239.09
52575312	1076	FLORENCE TRUE VALUE HARDWARE	2/27/2013	201503	Emergency-purchase Cut Resist Gloves/Gila River Lift S	37.47
52575316	119	UNITED EXTERMINATING	3/1/2013	161532	Exterminating fee/ March/ Swwtp	45.00
52575316	660	ARROYO FENCE CO.	2/27/2013	2788	Emergency purchase of fencing for lift station	833.58
52575316	1076	FLORENCE TRUE VALUE HARDWARE	2/14/2013	201237	Emergency purchase of fencing for lift station at Gila Riv	97.28
52575320	533	Trafficade Service., Inc., dba	2/8/2013	1243030	Emergency purchase of shoring materials Inv. #012430	388.89
52575320	533	Trafficade Service., Inc., dba	2/8/2013	1243031	Emergency purchase of shoring materials Inv. #01234.	424.30
53219000	99999	Temporary Vendor	3/4/2013	706632	REFUND Sanitation Account	75.00
53571206	767	AZ MUNICIPAL RISK RETENTION-	3/1/2013	8069 8070	Annual Liability Insurance	5,014.01
53571209	74	Day Auto Supply, Inc	3/4/2013	574986	Emergency purchase -two hydraulic fittings for griper ar	15.29
53571209	74	Day Auto Supply, Inc	3/4/2013	575001	Purchase of hydraulic oil	303.36
53571217	100072	Economists.com, LLC	3/1/2013	030113S2166	Sanitation Utility Rate Study	1,250.00
53571230	2739	Central Az Solid Waste Inc	3/1/2013	TOF1301CM	credit	(1,160.71)
53571230	2739	Central Az Solid Waste Inc	2/28/2013	TOF1302	Waste- Basic Residential Service 2/1/13-2/28/13	16,189.02
53571304	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	82.71
53571304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	52.11
53571304	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	47.84
53571304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	211006280	Weekly fee for uniforms, mops, towels, & mats	(15.91)
53571306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	5,028.91
62575201	1021	NEXTEL COMMUNICATIONS	2/26/2013	573910311-135	Cell Phones	120.26
62575206	767	AZ MUNICIPAL RISK RETENTION-	3/1/2013	8069 8070	Annual Liability Insurance	4,558.19
62575209	74	Day Auto Supply, Inc	2/27/2013	574494	Purchase of air and oil filters	4.37
62575215	2	ARIZONA PUBLIC SERVICE	3/16/2013	Mar-13	ELECTRIC	75.04
62575217	635	Pro-Tec Environmental, Inc.	1/28/2013	13012803	Emergency - Hydrovac/jet rodding service @ NWWTP	1,155.00
62575217	1971	CASA GRANDE COURIER, INC.	2/26/2013	739	Courier fees - NWWTP	982.00
62575301	1696	OFFICE DEPOT INC	3/7/2013	648357638-001	Restock-printer ink and binders	11.43
62575302	1530	THE WATER SHED	2/26/2013	267607	Water & Ice	4.57
62575302	1530	THE WATER SHED	3/5/2013	267667	Water & Ice	4.98
62575302	1530	THE WATER SHED	2/19/2013	273320	Water & Ice	5.60
62575302	1530	THE WATER SHED	2/12/2013	552650	Water & Ice	6.37
62575304	84	PRUDENTIAL OVERALL SUPPLY	2/21/2013	210373373	Weekly fee for uniforms, mops, towels, & mats	19.83
62575304	84	PRUDENTIAL OVERALL SUPPLY	2/28/2013	210376158	Weekly fee for uniforms, mops, towels, & mats	19.49
62575304	84	PRUDENTIAL OVERALL SUPPLY	3/7/2013	210378943	Weekly fee for uniforms, mops, towels, & mats	19.96
62575306	74	Day Auto Supply, Inc	2/27/2013	574494	Purchase of oil	19.18
62575306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	135.78
62575306	614	WRIGHT EXPRESS FSC	3/1/2013	32258923	Feb. Fuel Charges	378.13
62575310	938	USABlueBook - ACCT 703717	2/27/2013	895308	Purchase of Reagent refills	59.36
62575312	2961	ARIZONA GLOVE & SAFETY	3/1/2013	7298579	Restock First Aid Kits	33.06
62575317	881	ARIZONA STATE PRISON-FLORENCE	3/11/2013	0307-116	INMATE LABOR / NWWTP	15.00
212507205	29	CASA GRANDE NEWSPAPERS	2/14/2013	CDBG 111-12 A	Bid notice Display ad	123.38
212507205	29	CASA GRANDE NEWSPAPERS	2/14/2013	SSP FY 2013 MAR4		141.00
212507217	1395	BAXTER DESIGN GROUP LLC	2/15/2013	28981	Professional Services /Engineering -Main St. Handicap	6,000.00

212508205	29	CASA GRANDE NEWSPAPERS	1/3/2013	SSP FY 2013 PH2		176.26
300506215	14	Arizona Public Service Company	3/16/2013	454526287 313	SLID #1	1,318.65
301506215	14	Arizona Public Service Company	3/16/2013	521526288 313	SLID #2	1,535.32
302506215	14	Arizona Public Service Company	3/16/2013	915626281 313	SLID #3	498.90
501506217	100165	James Duncan and Associates	12/31/2012	3341		190.91
505506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
506506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
508506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
509506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
509506501	1395	BAXTER DESIGN GROUP LLC	2/5/2013	340	Project manager services	12,000.00
510506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
511506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
540503403	2698	ARIZONA MAGISTRATES ASSOC	3/11/2013	DUES KK	yearly dues	50.00
596506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
597506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
598506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.91
599506217	100165	James Duncan and Associates	12/31/2012	3341	Impact Fee Study	190.90
Total Warrants						\$ 442,518.14

MINUTES OF THE FLORENCE TOWN COUNCIL SESSION HELD ON TUESDAY, FEBRUARY 12, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:06 p.m.

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

WORK SESSION WITH REGARD TO SANITATION AND RECYCLING SERVICES

Charles A. Montoya, Town Manager, said community members and Council had inquired about the sanitation and recycling services, which is what has brought this item before Council.

Mr. Montoya provided a brief overview of the following:

- Fees
- Services
- Capital Costs
- Delivery System
- Technology Deficiencies
- Geographic barriers exist within the Town
- Growth
- Town Billing Services
- Bulk Trash
- Service in the future
- Existing Limitations
- Seasonal Residents
- What was evaluated in this process
- Existing fund balance
- Timeline
- Options
 - Option 1: Privatize all services with Right Away Disposal (recommended vendor)
 - Option 2: Maintain existing services as is
 - Option 3: Maintain sanitation services and add recycling
 - Option 4: The Town provides the sanitation services and a vendor provides curbside recycling services
 - Option 5: Joint public/private partnership

Mr. Montoya explained the pros and cons for each of the options and said staff is recommending Option 5.

Councilmember Celaya inquired about the reduction of fees to citizens with Option 5.

Mr. Montoya said the reduction would not be immediate and would take effect July 1, 2013, at a cost of \$17.00 per month.

Discussion occurred on the additional fee that will be charged.

Mr. Montoya said the additional \$3.00 charge will be for the Town to do an RFP for a landfill station as well as for billing. It is important for the Town to remain engaged with the residents during the transition period.

Councilmember Celaya said he is in support of the transfer station and would like it to be a publically owned facility. He is not in support of using the fund balance to reduce rates.

Councilmember Walter inquired if the \$17.00 is before or after taxes.

Mr. Montoya said the \$17.00 figure is an average and they do not anticipate the cost to exceed the \$17.00.

Councilmember Walter said that the Town Code states all residents who have water service must also have sanitation service; however, the Town Code is not currently enforced. She inquired if the Town Code will be amended to reflect the change in privatization.

Mr. Montoya said the Town Code will remain status quo and staff will need to coordinate with the vendor to ensure compliance of the Town Code. He said part of the process is to educate the residents, and it may take three to six months to do so.

Councilmember Walter asked staff to provide her the total number of households who receive water service but have not subscribed to garbage. She said she would like the total for Johnson Utilities as well.

Mr. Jess Knudson, Deputy Town Manager, said Public Works conducted a windshield survey in which an additional driver followed the trucks and identified who are/are not receiving trash service. They also revisited the area in the evening to determine occupancy of the homes that were not receiving trash service. It resulted in approximately 290 homes which required further investigation. Notices were sent out to those homes and approximately 66 homes have signed up for service.

Councilmember Walter said that she is for recycling. She said the residents have also requested that the two days a week pickup for sanitation remain.

Mr. Montoya said there are approximately 300 residents in the Anthem area that are not paying for service. It would not be enough rooftops to bring in the revenue to reduce the cost significantly. He said the cost will be approximately \$30.00 per month if pickup is to remain two times per week.

Discussion occurred regarding occurrence of trash pickups and cost for once per week versus twice per week, and when recycling will occur.

Vice-Mayor Smith inquired if price increases are included in the contract, and if so, what the increase will be.

Mr. Knudson said the price increase will be approximately 3% annually, and it is based on the Consumer Price Index and Diesel Fuel Index. The price increase cannot exceed 5%.

Discussion occurred on availability of funding should that Town resume trash service internally.

Mr. Montoya said monies received from the transfer station, sale of the assets, and the 5% franchise fee will be set aside in case the Town should need to start the sanitation service again.

Vice-Mayor Smith inquired if the Trash Truck Rental service will remain.

Councilmember Celaya said the Town subsidizes the dumping fees for the truck rental program and the fees may have to be adjusted.

Mayor Rankin said he supports recycling. He said the Arizona Department of Health standards require that trash pickup shall be two times per week, and by having the trash pickup and recycling done on the same day, once per week, circumvents the law. He said the law was put into effect for health and safety reasons. There are residents who do not have the means to store the trash from animals, etc. in the interim until the next pickup. He is very concerned about health and safety. It affects the quality of life because people will have to store their trash. Recycling will be good, but doesn't want to stop the twice per week pickup.

Discussion occurred on recycling and storing household trash.

Councilmember Walter discussed the Town survey and inquired what questions should be included and when the survey will go out.

Mr. Montoya said the survey will go out during the end of summer or beginning of fall.

Councilmember Walter asked for a survey to be sent out specifically regarding trash and recycling, or table this item until the survey goes out. She would like to receive feedback from the general public.

Councilmember Woolridge said the consensus have been positive and have been geared to what the Council is considering. She said educating the public is important. She said the residents want to save money on their sanitation bill. She doesn't think there is anyone who would not want to save money and they can recycle.

Discussion occurred on the comments received from the public.

Councilmember Hawkins said the topic has been studied thoroughly. The Council has studied it for over six months and has had several special meetings on the topic. He said the Council needs to move forward.

Councilmember Woolridge requested that the Councils' number be placed on the website and published in the local paper asking the residents to contact the Council on what they would like.

Councilmember Celaya said if the Council doesn't move forward, they will lose the momentum.

Councilmember Montaña said staff has a good proposal. He provided an overview of what has transpired from the time that the original proposal was brought before Council to now.

Mr. Knudson provided an overview on the proposal process, and discussion followed on the process.

Mr. Montoya said an email was received from a vendor, who was not considered, requesting to modify its proposal to make it more inclusive. He said the vendors should have put their best foot forward and the selection committee went off of the data that was submitted. He said Council has the option to throw out the bids and request new bids, but he does not think it is proper to allow a bidder to modify its RFP after the fact.

Mr. Montoya said if Council's direction to staff is to move forward and select RAD as the vendor, staff will negotiate a final contract with RAD. If staff and the vendor are unable to come to an agreement and negotiate a final contract, staff will move to the next vendor.

Mayor Rankin said that the agreement includes services for Town facilities, and inquired if the rodeo grounds would be considered part of the Town facilities.

Mr. Knudson said the Town facilities will be identified when the contract is negotiated, but that could be a possibility.

Discussion has occurred on illegal dumping and becoming pro-active on enforcement.

Discussion occurred on comments received.

Ms. Denise Kollert, Florence Gardens resident, explained that the Florence Gardens residents recycle cardboard, newspaper and cans. She said paying \$5.00 per month for an extra can is feasible for a large family who would want additional pickup. She suggested putting a notice in the sanitation bill asking the public for comments.

Ms. Lisa Garcia, Town Clerk, said the Town has a hotline and the messages can be transcribed for Council.

Mr. Chris Coyle, Republic Services, stated that they provided the best proposal possible to the original RFP specifications. He said since there have been alterations to the specifications; they feel they can also provide a quote with the alternative conditions and be more competitive. They currently handle the waste that is serviced by the Town of Florence via Johnsons Utilities. Republic Services has an operating agreement for the transfer station. They would like to discuss different options with the Town.

Bruce Bonery, part time Anthem resident, stated that he was originally against the privatization of sanitation and recycling services. He had difficulty understanding how a vendor could do a service for half of the cost. He said there is a new proposal before the Council and he thinks it is great. He said those Anthem residents that he spoke with are all in support of the privatization of the services. The topic has been discussed enough and the Council needs to move forward.

Discussion occurred on the possibility of deregulation on residential trash. Deregulation has already happened with commercial service.

Judy Grove, Sun City Anthem resident, said she doesn't have much garbage per week. Once a week pickup has never been an issue in other communities where she has lived. She feels strongly about recycling. The Council should vote on the matter and not discuss it further. She is for recycling, but questions the need for two pickups a week.

Marilyn Callahan, Sun City Anthem resident, said she agrees with Councilmember Hawkins and it is time to move forward and vote on the item. She moved from Florida 18 years ago, and they were recycling back then. If people recycle properly, there shouldn't be any problems with storing the items until it is time to be picked up. She doesn't accumulate much trash because she recycles.

Bennett Dunn, Republic Services, said in the pre-bid meeting that was established before responding to the RFP, it did state that it would not be permissible for alternate proposals to be submitted, so they responded accordingly to the directions given to them. They provided the best proposal that they could, based on the instructions. She said alternate proposals were written into the responses by the other responders and other things were put in. Had they been able to put those things into their RFP, their price would have been lower. They are requesting that Council take a look at what they are offering, and they can come down on their price. She said they can offer billing that would be very competitive and the Town will remain on oversight.

Mr. Montoya said the committee did look at all the proposals that were provided by each of the vendors and were rated based upon what they provided. The committee selected the vendor. He said the Town will negotiate with the vendor chosen. He said things do change when a vendor is selected based on upon what the Town is looking to provide its residents.

Councilmember Celaya inquired when the termination date is for Johnson Utilities.

Mr. Knudson said termination date is April 7th, and outlined the Town's options.

Mr. Coyle said he is also a San Tan Valley resident and feels that he is part of the community. His company is the first company to offer curbside recycling. He provided an overview of his company's history and outlined his accolades as a business owner. He said he is active in the community and thinks of Florence as his neighbor. He thanked the Council for their time and he is available for the Council.

Councilmember Walter said they will need to put the notice in the next month's sanitation bill.

Mayor Rankin said he will meet with many people as he can to find out what they want with regards to sanitation and recycling.

Councilmember Woolridge said if the residents did not want this change, they would be at the meetings.

Councilmember Celaya said there are some citizens that rely on the Council to study the subject and elect them to make the best decision for them.

Discussion occurred on which option the Council prefers. It was the consensus of the Council to proceed with Option 5.

Mayor Rankin directed staff to move forward with Option 5 and present the contract at the March 4, 2013, Town Council meeting.

ADJOURNMENT

On motion of Councilmember Woolridge, seconded by Councilmember Montaña, and carried to adjourn the meeting at 6:45 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 12, 2013, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, FEBRUARY 25, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Vice-Mayor Smith called the meeting to order at 5:01 p.m.

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Walter, Woolridge

Absent: Montañó

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body to receive legal advice from the Town Attorney regarding the use of power of eminent domain pursuant to A.R.S. §38-431.03 (A)(3).

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

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Walter, seconded Councilmember Celaya and carried to adjourn from the Executive Session.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

NEW BUSINESS

Discussion regarding if the Town of Florence desires to pursue membership in the Maricopa Association of Governments Metropolitan Planning Organization or the Sun Corridor Metropolitan Planning Organization.

Resolution No. 1383-13:

Ms. Lisa Garcia, Deputy Town Manager, read Resolution No. 1383-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SEEKING ADMITTANCE IN AND PARTICIPATION AS A FULL MEMBER OF THE MARICOPA ASSOCIATION OF GOVERNMENTS METROPOLITAN PLANNING ORGANIZATION.

Resolution No. 1384-13:

Ms. Lisa Garcia, Deputy Town Manager, read Resolution No. 1384-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, IN SUPPORT OF THE CREATION OF THE SUN CORRIDOR MPO WITH THE CITY OF CASA GRANDE, CITY OF ELOY, CITY OF COOLIDGE, AND PINAL COUNTY, AND STATING ITS INTENT TO BECOME AN ORIGINAL MEMBER OF THE SUN CORRIDOR MPO.

Charles A. Montoya, Town Manager, stated on January 22, 2013, Town Council passed a resolution in support of entering into the Sun Corridor MPO, along with Coolidge, Eloy, Casa Grande, and Pinal County, as long as Superstition Vistas and the San Tan Valley are included in the Sun Corridor MPO. He said a week after the resolution was passed, staff found out from the Arizona Department of Transportation and the Federal Highways Administration that the San Tan Valley is part of the Maricopa Association of Governments MPO (MAG MPO). Staff is seeking direction from Council because Casa Grande has to submit their MPO to the State in the coming week. Florence has an option of joining the Sun Corridor MPO, MAG MPO, or staying with CAG.

Mayor Rankin stated that Council passed a resolution with the understanding that that San Tan Valley could be part of the Sun Corridor MPO. The Council was later advised that San Tan Valley had been given to MAG in the 2010 Census. In all the meetings staff has attended it was never discussed that San Tan Valley was part of MAG until two weeks ago. The Town was advised by ADOT and the City of Casa Grande that San Tan Valley could not be part of the Sun Corridor MPO.

Mr. Jess Knudson, Deputy Town Manager, stated that up until two weeks ago, the Town was informed that San Tan Valley could be included in the Sun Corridor MPO. ADOT and the City of Casa Grande informed the Town two weeks ago that San Tan Valley could not be included in the Sun Corridor MPO. He said the delegation from Casa Grande came to visit Florence and it was indicated that San Tan Valley was not something that Casa Grande would like to include in the MPO. City of Coolidge, Eloy, and Pinal County all indicated that they wanted San Tan Valley included in the MPO. He said their resolutions stated they wanted San Tan Valley included in the MPO; however, their resolutions were not stated as clearly as Florence's was.

Mayor Rankin stated that as long as San Tan Valley became part of the MPO he was alright with moving forward.

Mr. Knudson stated that Casa Grande will be making a determination on what their final MPO packet will look like and will identify who will be part of their MPO at their first meeting in March 2013.

Discussion occurred on the MPO map for Casa Grande.

Discussion occurred on Florence's planning area.

Mr. Knudson stated that a large part of the Town's Planning area is not included in the Sun Corridor MPO, and this is concerning for the Town of Florence. Magic Ranch is in the Town's planning area, but not in the Sun Corridor MPO. He said that portion of the planning area is included in MAG's MPO. He said no city or town can be in two MPOs. After the Town annexes a parcel of land within the planning area that is included in a different MPO, a second step will be necessary to take that parcel of land out of one MPO and bring it into the other MPO.

Mayor Rankin stated that if Florence joins the MAG MPO, it will be for transportation and environmental quality only. He said the Town is concerned about San Tan Valley and Superstitions Vistas project. He inquired when the Town was informed that San Tan Valley could not be included.

Mayor Rankin stated that he felt that San Tan Valley will be the largest community incorporated in Pinal County. He is very disappointed in whoever had the responsibility of notifying the Town that San Tan Valley could not be part of the Sun Corridor MPO. At this time no money had been taken out of the CAG Region when the San Tan Valley was assumed by the MAG MPO.

Mr. Eric Anderson, MAG Transportation Director, stated that they always assumed that San Tan Valley was in the MAG MPO ever since the Bureau of the Census released their urbanized areas definition. He said what the Bureau of the Census did after the 2010 Census was redefine all the urbanized areas in the United States. The Phoenix Mesa urbanized area included San Tan Valley. Under Federal Transportation Law, the law is very clear, which states an MPO boundary shall include all of the area defined to be urbanized by the Bureau of the Census. He said their assumption all along has been if their urbanized area included San Tan Valley then their MPO area had to be extended to include that area. The Bureau of the Census released the urbanized area definition in mid-2012.

Discussion occurred on the previous discussions that took place regarding San Tan Valley be included in the Sun Corridor MPO.

Mr. Anderson stated that there may be ways to waive the requirement but no discussions have been held on that. MAG was a stakeholder on the Superstition Vistas Project, but they were not directly involved. MAG along with Pinal County, in 2002, did a comprehensive look at the Southeast Maricopa Northeast Pinal County Transportation Study. They did a plan for that particular area that laid out the higher capacity roadway facilities.

Councilmember Hawkins inquired if the Pinal County Board of Supervisors made the decision for San Tan Valley to join MAG MPO.

Mr. Anderson stated that MAG has been working with the Federal Highway Administration and ADOT. He is not sure if Pinal County Board of Supervisors weighed

in on the San Tan Valley area. He said they have had meetings at MAG regarding boundary issues. Representatives from Pinal County, Maricopa, Casa Grande, and possibly Florence attended the meetings. He said they had their Regional Transportation Plan updated, and had the Transportation Improvement Program underway, so MAG needed to know what boundaries to include.

In October 2012, they received guidance that they could use the boundary, as indicated by the expanded urbanized area, which included San Tan Valley. The plan is under production and they will include it in the plan.

Councilmember Celaya inquired the amount of members that MAG has.

Mr. Anderson stated there are 26 cities and towns, the County, and three Native American communities that are members of MAG.

Councilmember Celaya stated that he recognizes where the growth is going to come from. San Tan Valley is very important to the Town of Florence because of the approaching growth. He has a feeling that we will connect with San Tan Valley before the Town connects with the area in the other MPO. He inquired what would happen if the Town were to join the Sun Corridor MPO and have areas that the Town is interested in annexing in another MPO.

Mayor Rankin inquired if the Town were to join with MAG MPO, what kind of transportation studies can the Town look forward to.

Mr. Anderson stated that some of the items they are currently working on include:

- Hunt Highway
- Corridor Plans including Grand Avenue
- Working with Queen Creek on traffic issues
- Rail issues within six jurisdictions plus the County
- Coordinate various activities
- Traffic flow reviews
- Signalization issues
- North South Freeway (referred to Picacho Vista Freeway)

Mr. Anderson stated that they are looking to have the Picacho Vista Freeway built sooner than later because it is a critical facility that is a vital link to central Arizona. They use creative financing to push projects forward. They have social economic capabilities for projects. Transportation modeling has a staff of thirteen who look at how to improve the forecasting capabilities for the region. They are working on economic development as well. The Town is in the PM10 Non-Attainment area, which qualifies for CMAC funds, which they have \$50 for congestion mitigation. He explained what the monies can be for paving dirt roads and purchasing PM10 equipment such as sweepers. He said dust control will have to be implemented in the near future. Biking and peg projects also can use funding. MAG has many programs and many areas of

expertise. MAG is in five ADOT Districts. ADOT has an urban program and are combining the Phoenix and Tucson engineering specialties.

Mayor Rankin inquired how much will it cost for Florence to join MAG.

Mr. Anderson stated that the dues and assessments range from \$6,000 to \$7,000 annually. He said the Town would only pay the assessments for the programs that they would be taking advantage of. He said MAG does the 208 planning for Maricopa County, and Pinal County does their 208 for Pinal County. Florence would not participate in MAGs 208 planning. He said MAG also does domestic violence and the Florence could participate if they wanted to. Maricopa, Queen Creek and Apache Junction are members of both MAG and CAG.

Mr. Anderson stated that MAG will work with the Sun Corridor MPO to enter into a Memorandum of Understanding to work with adjacent areas. MAG has not taken a position of the North South Freeway Corridor; it would be up to the local communities to request the placement. MAG works with the communities to represent their communities' interests. MAG weighed in on the 303 because the communities they represent voted to have MAG weigh in.

Councilmember Walter stated that she is disappointed that Florence did not have the information that San Tan Valley was part of the MAG MPO.

Mr. Duane Eitel, Traffic Engineer, City of Casa Grande, stated that Florence needs to do what is right for Florence. He said from the very beginning, Casa Grande thought that San Tan Valley belonged with MAG, and up until two weeks ago, the firm ruling came out from the FHWA and ADOT that it needed to go with MAG.

Councilmember Celaya stated that he appreciates Casa Grande's offer and the opportunity to join the Sun Corridor MPO.

Mr. Eitel stated that they will continue to work with the Town of Florence. He said whichever MPO Florence decides to join will not affect the relationship that Casa Grande and Florence have.

On motion of Mayor Rankin, seconded by Councilmember Walter, to adopt Resolution No. 1383-13.

Roll Call Vote:

Mayor Rankin: Yes

Councilmember Walter: Yes

Councilmember Hawkins: Yes

Councilmember Woolridge: Yes

Councilmember Celaya: Yes

Vice-Mayor Smith: Yes

Motion Passed: Yes: 6; No: 0

CALL TO THE PUBLIC

Ms. Denise Kollert, Resident, stated that she hopes the Council makes the best decision for Florence and its residents.

CALL TO THE COUNCIL

Councilmember Walter thanked staff for the report that they put together. She appreciates that all the pros and the cons were included as well as the way it was outlined.

Mayor Rankin invited everyone to attend Country Thunder.

ADJOURNMENT

On motion of Councilmember Woolridge, seconded by Vice-Mayor Smith and carried to adjourn the meeting 7:10 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 25, 2013, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MARCH 4, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER:

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

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body to receive legal advice from the Town Attorney on pending and threatened claim received from Curis Resources (Arizona) Inc. in accordance with A.R.S. §38-431.03 (A)(4).

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

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Hawkins, seconded by Councilmember Montaña, and carried to adjourn from Executive Session.

INVOCATION PERFORMED BY BISHOP RYAN MICHELLE, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.

Bishop Ryan Michelle, The Church of Jesus Christ of Latter-Day Saints, performed the invocation.

PLEDGE OF ALLEGIANCE

Mayor Rankin 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 Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Shane Ham, Attorney representing Curis, said in the United States we place a high value on the right to own private properties. When the government expropriates private

property, it is a big deal, and such a decision should not be taken lightly. He said it especially true when there is so much tax dollars at stake. He said by the Town's own estimate in a staff memo, it could take approximately \$12 million to acquire the property, or ¼ of the Town's annual budget. The Town will also lose approximately \$4.5 million per year in tax revenue from the mine. He said even if the Town succeeds, it means tax increases for the taxpayers of Florence. He said before the Town can take away Curis' property, the Town will need to demonstrate a public purpose for this seizure.

Mr. Ham said the fear of government taking property from private citizens to benefit other private interests is exactly why the voters of Arizona passed the Private Property Rights Protection Act in 2006. If the Town cannot get over the high legal hurdles acted by that ballot initiative, there will be nothing to show for this expropriation effort except for Curis' legal bills, which by statute; the Town will be required to pay. He said the Town will also need to prove that the land use is necessary.

Mr. Ham said the largest wastewater treatment facility in Pima County serves approximately 130,000 customers and takes up approximately 9 acres. The Town's proposal would seize enough land to build over 130 plants serving over 17 million customers, which is larger than growth projections. He said it is hard to see why Florence needs to spend millions of taxpayer dollars for approximately 1200 acres of land. He said the Town may think it is desirable to seize all of the property from Curis for other reasons, but it is certainly is not necessary.

Mr. Ham said if the Town prevails on the two legal issues, Curis will still have the chance to prove the highest and best use of land is as a mining property. If the Court agrees with Curis that the mining use of the property is grandfathered in, the Town will owe Curis hundreds of millions of dollars. He said tonight's action only begins the expropriation process. He said property owners can defend their rights against the government in Court. He said win or lose, Florence will be paying lawyers a lot of money for a lengthy and costly court battle. He said this isn't fair to the taxpayers.

Mr. Ham said it is still possible for the Town and Curis to go forward with the pilot test project on State Land for a couple of years in order to prove to the taxpayers that the project is safe and economically beneficial to the Town. Curis is happy to discuss the possibility of setting aside an unused portion of the project land as a potential site for a wastewater treatment facility in a way that it will not cost the taxpayers so much money. He urged the Council to respect private property and continue working with Curis instead of creating a government seizure that will never stand up in court.

Jim Walter, Resident, complimented Mark (last name not specified), Sanitation Worker, for the personal service he has provided to his family and all of the residents. He said the Mark exemplifies the type of great service that is received from a municipal worker. Prices may be better if the Town switches to a private provider, but it will miss the component of a municipal employee who answers to the people of the Town. He feels the information that he has read in the newspaper is one sided and misrepresented. He recalls completing a questionnaire in which he was asked if he wanted recycling. He

said he wants recycling and feels that it is necessary. It is a component that is used to preserve our environment. He said he did not check the box that requested that the Town of Florence cease providing sanitation services and go to a private company. He said recycling services have been provided by Pinal County by placing trailers throughout Town for recyclables. Other agencies have also dropped off bins throughout the community to collect recyclables. He said when the residents wanted more than what was being offered, the decision was pushed back on them. He said the Town said they will offer recycling services to the residents and will have sanitation provided to them by a private party. He said that the Council has said the residents will realize a savings of 41% by using a private party, but it was never specified how much it would cost the residents if Florence switched to providing services one time per week with recycling.

Denise Kollert, Resident, spoke regarding Ordinance No. 592-13 and the costs that will be incurred if the Town moves forward with eminent domain. She inquired how the Town can afford the costs associated with the lawsuits but state that they have no money to do things for the Town. She asked Council to allow Curis to move forward with the testing. She said the testing will prove if there is a problem and it can be stopped at that point without it costing the Town so much money.

Jim Knupp, Representative for Congressman Gossar's Office, announced the opening of their San Tan Valley office. He said the office will be staffed full time and provided their contact information. They will have a Pinal County Business Roundtable on March 8, 2013, and invited everyone to attend. He gave a brief description of what would be discussed at the roundtable.

Betty Wheeler, Resident, expressed her strong support for curbside recycling. She said the public-private partnership is a great compromise. She asked Council to vote in favor of the contract that is being presented.

Ray Pelletier, Resident, said he agreed with recycling but disagrees with farming it out. He discussed the costs associated with the services being proposed for RAD, and what the true costs would be. He explained how much money the Town will lose financially should they approve the contract. He urged the Council to vote no on the contract and requested that the Town provide the curbside recycling.

PUBLIC HEARING AND PRESENTATIONS

Continuation of a Public Hearing for submission of an application for FY 2013 Community Development Block Grant State Special Project funds; and Discussion/Approval/Disapproval on Resolution No. 1374-13:

Charles A. Montoya, Town Manager, read Resolution No. 1374-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2013 STATE

SPECIAL PROJECT (SSP) GRANT FUNDS, CERTIFYING THAT SAID APPLICATION ADDRESSES ONE OF THE COMMUNITY'S PREVIOUSLY IDENTIFIED NEEDS AND MEETS THE REQUIREMENTS OF THE STATE SSP PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

Ernie Feliz, Special Districts Manager, said the Public Hearing concerns the CDBG SSP Application for FY 2013 and is a continuation from the February 4, 2013 Public Hearing. The amount to be applied for is \$300,000. He said a Public Hearing was conducted in December 2012, as required by the Arizona Department of Housing, to discuss potential projects for which the Town could apply. At that Hearing, four potential projects were discussed. Town staff is proposing the housing rehabilitation project for selection by Town Council because it represents the best opportunity to be awarded funding. He said this Hearing is the last opportunity for the public to make any final comments regarding the proposed project, which is owner-occupied housing rehabilitation or to propose an additional project. Once the Hearing is over, Council will be asked to make a decision regarding the project that will be submitted to the State. As they have said throughout the public participation process, the Council makes the final decision regarding the application to be submitted.

Mayor Rankin re-opened the Public Hearing.

Margaret Valdez, Resident, spoke on behalf of Ms. Teddy Ruiz, Florence resident, who is requesting a grant to repair her home. She said Ms. Ruiz's house, which is located at 321 E. Ruggles, is in dire need of repair. The home needs a new roof, does not have a foundation, and needs rewiring. The home does not have heating or cooling. Ms. Ruiz uses the stove to heat her home and has burnt out two stoves in the process of heating the home. The home also has mold, which has affected her health. Her primary care physician stated that the mold in her home is causing her major health issues. Ms. Ruiz has tried to remedy the mold by painting over the mold, but it reappears. Ms. Ruiz has sought assistance for the last six to seven years and has not been able to receive any type of assistance. Ms. Ruiz is a lifelong resident and was born and raised in this community. She is financially unable to fix her home and her children have only been able to provide limited assistance since they have financial issues of their own.

Ms. Valdez said Ms. Ruiz is a widow. Ms. Ruiz's husband built an addition to the home and planned on doing major repairs to the home, but was unable to do so because of his health condition, and then he passed away in 1977. Ms. Ruiz was gifted a heater by a friend for her home but is unable to use it because of the electrical problems. She explained the financial hardships that Ms. Ruiz has experienced. She hopes the Town can assist Ms. Ruiz.

Councilmember Walter inquired if Ms. Ruiz contacted Project Bridge.

Ms. Valdez said that they have, and unfortunately, there is no funding available.

Ms. Rachel Silvas, Resident, said that once she read about the possibility of receiving assistance to renovate a family home, she knew she had to look into it. She said the home is on Centennial Park and was built in the early 1900s. The home holds many cherished memories, as this is the home that she grew up in with her siblings and parents, Manuel and Maggie Rivera. She said once her parents passed away, her sister Delia lived in the home until she too, passed away. She said the home now belongs to her and unfortunately, she does not have the funding to do the necessary repairs. She said it has always been her dream to move back into the home and be closer to her family. She said she owns another home, and with today's economy, she is unable to do the repairs at this time. She said she hopes to one day move back to the home and live next door to the many family members who still live in the general vicinity. She hopes there is some type of assistance that can help her.

Mr. Feliz asked Council to adopt Resolution No. 1374-13, specifically to conduct owner occupied housing rehabilitation within the Town of Florence.

Mayor Rankin closed the Public Hearing.

On motion of Councilmember Celaya, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1374-13 to conduct owner occupied housing rehabilitation within the Town of Florence.

Presentation from ADOT on the temporary closure of northbound traffic at the Highway 79/79B intersection until Fiscal Year 15/16.

Roderick Lane, District Engineer, Tucson District, ADOT, discussed the temporary closure that is occurring in Florence on SH79/79B. He said that area had become unsafe and needed to be addressed. They did a test closure several months ago, and it worked well. They moved forward with a final closure and are seeking funding for a roundabout. Once funding is established, they will move forward with the design, and then the construction. The design should be done in 2014 and construction should be done in Fiscal Year 2015/2016. He said ADOT had a conference call with Town staff, one week after the closure, to see what issue(s) had developed in that time. Staff requested that ADOT provide a presentation to Council.

Mr. Lane introduced Mr. Scott Beck, Regional Traffic Engineer, ADOT, and said he was familiar with the project.

Councilmember Hawkins inquired why it couldn't be a four way stop with rumble strips. He said it would be an inexpensive fix and can be remedied for a lot less, since funding may not be available. He said the area could also be reconfigured to a "T". He is concerned that the funding may not be available for a roundabout. Traffic will be detoured for the next two years and Florence will have construction on Florence Heights during that same time frame as the detour.

Mr. Lane said they went through development and design process for the project. Engineering staff went through the study and the project assessment process, and they are very confident in the solution.

Councilmember Hawkins asked if his option was considered.

Mr. Beck said they did not try the rumble strips. He said that solution was evaluated. He said national standards need to be followed and certain guidelines need to be met. There are four guidelines that need to be met and they are only at 50% of the criteria. The criteria include: volume, number of approach and vehicles per hour. He said in the heaviest hour, there are approximately 200 vehicles coming southbound on SH79. The northbound left movement is less than 100 vehicles per hour. He said tack tile rumble strips are currently installed for the southbound through movement.

Councilmember Hawkins said the speed limit could be lowered and proper signage could be installed.

Mr. Beck said they also need to consider driver expectation. He said the signage has been studied and compliance is not as high as one would like it to be. Dropping the speed limit becomes an enforcement issue. The 85 percentile speed for that area is higher than what the posted speed limit is today, and dropping the speed limit would not have significant impact.

Councilmember Wooldridge said that her concern is that the fix is so many years out and they are feeding traffic onto the Town's local streets, which will cause wear and tear on the Town's roads. She inquired if ADOT is prepared to provide assistance for the Town's roads.

Mr. Lane said that the detour routes that they are using are all state highways and maintenance for state highways is their responsibility. He said that if there is an issue with traffic cutting through to local streets, they can place signs that say local traffic only. He said the challenge comes with enforcement. He said they expect everyone to stay on the state right-of-way and are signing it as such.

Councilmember Montañó said the drivers will not follow the directed detour but will use Florence Heights Road. He said his other concern is that there are three crosswalks for the Florence Unified School District on Butte Avenue and SH79B and ADOT is going to increase the traffic by over 100 vehicles per hour. The school's budget doesn't allow for them to hire additional cross guards, and with the additional traffic, there may not be coverage at the crosswalks. He inquired how ADOT is going to assist the school district.

Mr. Lane said the roads are designed to handle that type of traffic and with regards to school crossings, it becomes an enforcement issue.

Councilmember Celaya inquired how long it will take the construction to be completed from beginning to end.

Mr. Lane said that construction will take approximately six months.

Councilmember Celaya asked why it is being closed for two years if it will only take six months.

Mr. Lane said the road is being closed because it is a safety issue.

Councilmember Walter said the intersections of Main and Butte, and Butte and SH79 will see increased traffic, and it is going to cause an issue for Police and Fire vehicles that need to respond to emergencies. She inquired why the road can't remain open during the planning and engineering phases and close during the construction phase. She said the Town has many concerns that aren't being addressed.

Councilmember Celaya discussed the impact of enforcement.

Councilmember Montaña inquired if ADOT has discussed increased enforcement with the Arizona Department of Public Safety.

Mr. Lane said they have not held discussions with the Arizona Department of Public Safety with regards to enforcement, but they can contact them to see if they can provide assistance.

Councilmember Hawkins inquired if they are unable to install rumble strips and addition signs because it is against the law.

Mr. Lane said that it is not against the law; however, they will not achieve the results they are looking for by installing rumble strips and additional signage.

Councilmember Hawkins said the result should be to stop accidents, and inquired why ADOT will not give it a try.

Mr. Lane said the analysis indicates that they will be able to achieve the results that they need with their proposed project.

Discussion occurred on other options that Council would like ADOT to consider as well as enforcement issues that the Town will be burdened with.

Mr. Lane said they did have discussions with Fire, Police, and Department of Public Safety, regarding the detour in advance. They all had an opportunity to voice their concerns. He said they will work through the process as it goes along and as issues arise. There were no concerns at the meeting or when they spoke with Town staff.

Mayor Rankin said he does not agree with the timing of the project. He inquired if it was the Attorney General's Office who recommended that something be done about the intersection because of the rate of lawsuits that the State is being sued over. He also inquired how many fatalities have occurred at that intersection.

Mr. Lane said that something needed to be done and he didn't have the fatality information.

Mayor Rankin said ADOT was the one who designed the intersection that they have closed. The intersection has been in place for approximately 25 years.

Mayor Rankin said ADOT did a survey and everything that is being discussed is on the survey is being ignored. ADOT is going against everything that is listed on the survey. They did not listen to the comments.

Mr. Lane said they are requesting funding to put it in the Transportation Improvement Projects.

Mayor Rankin inquired about the size of the roundabout. He said an archeological study will need to be done.

Mr. Lane said the final design has not been completed and it is still in the preliminary stages. The roundabout will be large.

Mr. Beck said the survey asked the public their opinion about long term improvements.

Mayor Rankin said the survey indicated that the public does not want a roundabout.

Mr. Beck said the roundabout has the safest operations.

Mayor Rankin said the traffic is being pushed onto Florence Heights Drive. He said the survey indicated that 29% of those who submitted the survey said they would use Florence Heights Drive as an alternate route, 10% said they would use Butte Avenue, and 5% said they would use Stewart Street.

Mr. Lane said the design standards have changed since the closed intersection was built. Traffic and population were met when the road was created. There are archeological issues with any type of construction. Local people will use Florence Heights because they know the local roads. He said local traffic signs can be installed. He reiterated that will work with staff to try and resolve some of the issues that Council has.

Mayor Rankin expressed his concerns and the possibility of severe damage/death that can occur. He pointed out the issues that occurred when ADOT worked on the bridge project. ADOT doesn't work with municipalities. He said it was wrong to

close the road without talking to Council beforehand. ADOT talked to staff but discussions should have been occurred with Council before the closure.

Mr. Lane said he can try to increase communication.

Vice-Mayor Smith said there are twelve potholes on the bridge. He inquired about the date of when the grant for the Streetscape Program was approved by ADOT.

Mr. Knudson said it was approved approximately ten years ago.

Vice-Mayor Smith said ten years is quite a long time to wait for a grant. The Town is still waiting for the grant because ADOT keeps changing the plans. He has a difficult time believing the time frame for the project. He said he doesn't understand why they have to close that section of highway down for two years before the project can even start.

Mr. Lane said he can't discuss the Streetscape Program as he is unaware of the grant or program.

Councilmember Montañó discussed the problems with the light pole and lack of traffic signalization on SH79 and 1st Street. He said there are more accidents on that intersection than the one on SH79B.

Councilmember Hawkins said ADOT should consider a single lane overpass. He said it will be a smaller footprint for the archeological dig and will be a lot safer than a roundabout. Traffic currently gets confused with the roundabout near Burger King.

CONSENT: All items indicated by an (*) 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.

***Resolution No. 1386-13:**

Mr. Montoya read Resolution No. 1386-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE FLORENCE POLICE DEPARTMENT'S SUBMISSION OF A PROJECT FOR CONSIDERATION IN ARIZONA'S FY 2014 HIGHWAY SAFETY PLAN FOR THE POLICE DEPARTMENT.

***Approval of the resignation of Arnie Raasch from the Industrial Development Authority.**

***Appointment of Ty Schraufnagel to the Florence Industrial Development Authority, with a term to expire December 31, 2013.**

***Approval of the January 22, February 4, February 11, and February 19, 2013, Town Council minutes.**

***Receive and file the September 6, October 4, and November 15, 2012 Planning and Zoning Commission minutes.**

On motion of Councilmember Montaña, seconded by Vice-Mayor Smith, and carried to adopt the Consent Agenda as written.

UNFINISHED BUSINESS

Discussion/Approval/Disapproval of entering into a Solid Waste Services Agreement between the Town of Florence and Right Away Disposal.

Mr. Montoya stated that on February 12, 2013, Town Council had a work session to discuss potential options of moving into a public-private partnership with Right Away Disposal. Right Away Disposal was the selected vendor from the RFP process.

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, to enter into a Solid Waste Services Agreement between the Town of Florence and Right Away Disposal.

Councilmember Walter asked Mr. Jess Knudson, Assistant to the Town Manager, if they have received the waiver from ADEQ to provide once a week collection.

Mr. Knudson said they have not obtained the waiver as of yet. The process takes approximately 30 – 45 days and they are confident that the Town will have it in place by July 1, 2013.

Councilmember Walter read a letter received from Mr. Brian Fryhover, in which he stated his concerns regarding a private provider providing sanitation services. He also stated his concerns regarding the amount of proposed pickups per week. He said residents are still not in favor of privatizing sanitation services.

Councilmember Walter said of the 44 posts on the Anthem portal, only one person was in favor of privatizing sanitation services. She said another email was received that stated if a person has water services, they must also have sanitation services, regardless if a person is living there or not, as it is a fixed cost by the Town that all homeowners are expected to subsidize. She said if everyone signed up for services, per the Town Code, the costs would be lower. She said the Town recently starting mandating that people who are signing up for water service sign up for sanitation service as well.

Councilmember Walter said that Mr. Pelletier spoke of losing revenue by switching to a private provider. Another concern is if the Town approves Option 5 with the administrative fee and transfer fee, the Town is looking at 36% of what RAD is charging to be passed on to the taxpayers. She discussed the proposed revenue that the Town

could have expected to receive versus what the customers will have to pay. She said she is not in favor of this recycling and does not feel that the Council did due justice.

Councilmember Walter said she had previously asked staff what the cost would be if the Town changed their service to once per week sanitation service and added recycling services.

Mr. Knudson, Deputy Town Manager, said the Town did the study with Economists.com and looked at doing the equivalent of what RAD is proposing with keeping the same rate structure. They were able to reduce the amount of increases over the future years. He said the cost will be the existing rate structure that is currently in place, which is \$28.98 per month.

Councilmember Woolridge inquired how many residents live in the Anthem area.

Mr. Montoya said there are approximately 3,000 residents that live in the Anthem area.

Councilmember Walter stated that Mr. Powell had a company and sold it after four years. She said Mr. Powell has obtained several contracts, and asked him what guarantee can he provide that he will not sell his the company.

Mr. Powell, CEO and General Manager, Right Away Disposal (RAD), said he sold his company four years ago and regretted his decision to sell the business. He is building a company that he can hand over to his children.

Councilmember Celaya said the contract with RAD is for five years; and there were multiple bidders who bid for the services. He said there would be another bidder available should they need to us another vendor.

Councilmember Walter said a resident inquired if the yard clippings would be part of the weekly trash services or the bulk trash.

Mr. Powell said the yard clippings can go in either the bulk trash or weekly service so long as they are cut down to fit in the container.

Councilmember Walter said she has concerns about starting in July. She said the Town has also accrued \$1.2 million dollars in surplus and one possible usage is to repair curbing and sewage in the downtown.

Mr. Montoya said the reason staff is recommending July 1st is to offer a smooth transition for the employees and to work with the vendor to ensure that everything is done appropriately and correctly, as well as to educate the residents. He said there is \$1.2 million in the sanitation fund; however staff has made recommendations for portions of the money to be maintained in the fund. After five years, if the Town opted to resume sanitation services internally, funds will be available for vehicles and needed

infrastructure. Staff also is recommending that a portion be used to improve or maintain existing roads that can be increase for the service delivery and education for recycling.

Councilmember Celaya said he is interested in the Town moving forward on a transfer facility, which will be owned by the Town.

Councilmember Walter said the Town should maintain the sanitation service.

Mayor Rankin said that everything started over the question for recycling.

Mr. Knudson stated that Council directed staff to look at curbside recycling services for the residents and for a cost comparison of what the residents are paying compared to what other communities are charging, which is what started this.

Councilmember Walter said there was a community meeting that was set up by the Mayor's Office that is taking place tomorrow at Anthem Parkside and Anthem Sun City. There are multiple residents who thought they would be able to discuss the items that Council is taking action on this evening. She does not believe it is fairly representing the people.

Councilmember Hawkins stated that the Council has had numerous meetings on the topic and the public has been afforded ample opportunities for discussion.

Councilmember Hawkins called for the question.

On motion of Councilmember Hawkins, seconded by Councilmember Celaya, and carried to enter into a Solid Waste Services Agreement between the Town of Florence and Right Away Disposal.

NEW BUSINESS

ORDINANCE NO. 592-13:

Mr. Montoya read Ordinance No. 592-13 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE; AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN STAFF, AND TOWN ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY, CONVENIENT OR DESIRABLE, AND, TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS, FEES OR EXPENSES IN ORDER TO ACQUIRE REAL PROPERTY, LOCATED IN PINAL COUNTY, ARIZONA AND KNOWN GENERALLY AS ASSESSOR'S PARCELS 200-31-054A, 200-31-019F, 200-31-0550, 200-31-019G, 200-31-019E, 200-31-019C, 200-31-0200, 200-38-001A, 200-38-0020 AND 200-38-001B, CONSISTING OF APPROXIMATELY 1,187 ACRES OF LAND LOCATED IN SECTIONS 26, 27, 28, 33, 34 AND 35 OF TOWNSHIP 4 SOUTH, RANGE 9 EAST OF

THE GILA AND SALT RIVER BASE AND MERIDIAN, THROUGH PURCHASE, EXCHANGE, DONATION OR EMINENT DOMAIN; IDENTIFYING THE REAL PROPERTY AS A FEE ACQUISITION TO ELIMINATE A CLAIMED LEGAL NON-CONFORMING USE, FOR A WASTEWATER TREATMENT FACILITY AND OTHER TOWN FACILITIES AND BUILDINGS TOGETHER WITH RELATED FACILITIES AND USES, AND TO SECURE WATER AND WATER RIGHTS, FOR THE USE AND BENEFIT OF THE TOWN AND THE PUBLIC, AND DECLARING AN EMERGENCY.

On motion of Councilmember Celaya, seconded by Councilmember Montaña, to adopt Ordinance No. 592-13, declaring an emergency.

Roll Call Vote:

Mayor Rankin: Y

Vice-Mayor Smith: Y

Councilmember Celaya: Y

Councilmember Hawkins: Y

Councilmember Montaña: Y

Councilmember Walter: Y

Councilmember Woolridge: Y

Motion Passed/Failed: Yes: 7 No: 0

CALL TO THE PUBLIC

Mr. Jim Walter, Resident, stated that it didn't matter what the public was going to say or discussion that took place. It was already commented to the he local newspaper that a Councilmember said that they would like to save money on their garbage bill. He said it is not about saving money but about doing it the right way, which is taking care of the people, and making sure that they have all of the information. He said he finds it very hard to believe that the Town is going to cut their service by 50% by going down to one day a week pickup and it will cost the same amount of money. He believes misrepresentation has occurred. He said unfortunately nothing can be done because the Council has already voted.

Denise Kollert, Resident, doesn't understand the concerns that were being expressed. She said less trash will be generated if a person recycles. Residents can opt for an addition trash can for a nominal fee if they need an extra can. She said the Town would have to purchase recycling cans if recycling services were to be done by Town staff, and that would be a big expense. She said the Town can try this option and change things in the future if need be.

CALL TO THE COUNCIL

Councilmember Celaya said the Council looked at the best value for its citizens. They have thoroughly researched their options. He said the proposed costs, even if the resident opted for two cans for sanitation plus one can for recycling, will still be less than

what the resident is currently paying. He said the Council was elected in the position to look for the best value for its citizens. He said the Councilmembers are also citizens and sometimes make decisions that they are inclusive of. He said that the decision is the right move. He said it is acceptable to have one trash pickup and one recyclable pickup.

Councilmember Montañó said Mr. Ham referred to a quote by John Lock in the 1700s during the time of the development of the Declaration of Independence, and he talked about it at the time looking for life, liberty, and for property. He said during that time slavery was part of the property. It was later changed to life, liberty, and the pursuit of happiness. He said happiness applies to everybody and not just the businessman, but for the people, including the individuals that are in the community. He said it is important to understand that the water rights belong to the Town and the Town needs the water rights to continue to grow and live in the community.

Councilmember Walter stated that she believes that the information needed to be presented to Council accurately the first time. It took multiple meetings to get to this point and not all the information was presented. She said the information sent by the PIO Office to the newspaper was not factual. She said if the Town did the same thing, it would be a 30% difference. She said the numbers that Mr. Pelletier presented came from the presentation that Mr. Knudson had. She said there is a need for the Council to come together and find a way to communicate.

Councilmember Hawkins stated that he disagrees with Councilmember Walter with regards to the PIO Office providing false information. He said the contract contains the facts and the sanitation service will cost the resident \$17.00 per month for sanitation and recycling services. He said the contract is a binding contract for five years. He added that Council has very good communication. He said he exercised his right to call for the question and said this topic has been discussed at length.

Councilmember Woolridge said that she agrees with Councilmember Celaya and Ms. Kollert. She said the Council made the best decision for its residents. She said she votes for the best interest of the residents of Florence.

Vice-Mayor Smith thanked the Mr. Montoya and Mr. Knudson for their work with regards to sanitation services. He also thanked Mr. Patel, previous Town Manager.

Mayor Rankin said he was going to talk to the residents of Florence and no one that he spoke with wanted the sanitation services to become privatized. He isn't sure how the fund balance will be used. He said the topic started as a recycling issue. He agrees with recycling and feels everyone should recycle. He said the rate increases were designed based on anticipated growth five years ago. He said the growth didn't occur; but the rates continually increased annually. He thanked Mr. Knudson for his services that he provided to the Town.

ADJOURNMENT

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adjourn the meeting 7:54 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 4, 2013, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MARCH 18, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge

ADJOURN TO EXECUTIVE SESSION

Adjourn to Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion of the public body regarding the requirements of Resolution No. 1273-10 – Council Rules of Procedure, Section 17 - Code of Ethics.

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

ADJOURN FROM EXECUTIVE SESSION (Approximately 6:00 p.m.)

On motion of Councilmember Montaña, seconded by Councilmember Hawkins, and carried to adjourn from Executive Session.

INVOCATION PERFORMED BY PASTOR DALE STORM, FLORENCE BAPTIST CHURCH

Pastor Dale Storm, Florence Baptist Church, performed the invocation.

PLEDGE OF ALLEGIANCE

Mayor Rankin 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 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.

Pastor Dale Storm, Florence Baptist Church, thanked Mayor Rankin and Town Manager for their assistance in November and December 2012 with the Florence Food Bank. They will continue to operate three days per week.

Ms. Denise Kollert, Resident, stated that she wants to start a Bountiful Basket Food Co-op in Florence in the Town core, as it will be a great way for residents to purchase fresh fruit and vegetables. She has received permission to use the Senior Center as the bi-weekly pick-up location. She said the Co-op has a pick-up location in Anthem. She said she needs approximately 15 individuals to sign up.

Pastor Don Woolridge, Florence Baptist Church, stated that it is important that leaders guard their character and take responsibility for any and all decisions. It is important to be consistent, do the right thing, and to demonstrate that you are reliable and worthy of trust. He said those on the Council need to be someone who wants to positively influence other people and model a consistent character and demonstrate solid trust. He said honest communication is also very important and you have to value transparency. He said one must also exemplify humility and demonstrate support of others.

Pastor Woolridge acknowledged Jess Knudson, Assistant Town Manager, for the excellent job he has done. He expressed distaste in what has transpired with regards to the Council and stated that he has been approached by citizens regarding a recall and stated that he supports a recall.

PUBLIC HEARING

Public Hearing on a text amendment application by the Town of Florence amending the Town of Florence Code of Ordinances; and First Reading of Ordinance No. 593-13: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTIONS 150.031 DEFINED WORDS, 150.047 DISTRICT USE REGULATIONS TABLES (A), 150.047 DISTRICT USE REGULATIONS TABLES (B), 150.048 RURAL AGRICULTURAL (RA-10), 150.049 RURAL AGRICULTURAL (RA-4), 150.064 LIGHT INDUSTRIAL (LI) AND 150.065 HEAVY INDUSTRIAL (HI).

Mr. Mark Eckhoff, Community Development Director, said the changes include: official some land use interpretations with regards to correctional facilities and similar uses, clarifying conflicting definitions and lack of definitions in the Code, providing clarification regarding church uses and public schools land uses, and removing redundancy in the Code.

Councilmember Celaya inquired how many more amendments need to be made.

Mr. Eckhoff said future amendments will include code regulations pertaining to fences and walls with clarification on the age for manufactured homes and adult businesses. He said staff may request a work session for Council direction on what other areas in the Code they would like improvements and/or clarifications.

Mayor Rankin opened the Public Hearing. There being no public comment, Mayor Rankin closed the Public Hearing.

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

***Approval of accepting the register of demands ending February 28, 2013, in the amount of \$1,248,612.76.**

***Approval of a motion to Rescind Resolution No. 1379-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Resolution No. 1379-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED “2013-2023 LAND USE ASSUMPTIONS, INFRASTRUCTURE IMPROVEMENT PLAN AND IMPACT FEE STUDY FOR THE TOWN OF FLORENCE, ARIZONA”.

***Approval of Resolution No. 1389-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Resolution No. 1389-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND ENTITLED “2013-2023 LAND USE ASSUMPTIONS, INFRASTRUCTURE IMPROVEMENT PLAN AND IMPACT FEE STUDY FOR THE TOWN OF FLORENCE, ARIZONA”.

***Adoption of Resolution No. 1385-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Resolution No. 1385-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF FELIX FARMS; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

***Adoption of Resolution No. 1387-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Resolution No. 1387-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 22A; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

***Adoption of Resolution No. 1388-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Resolution No. 1388-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 22B; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

On motion of Vice-Mayor Smith, seconded by Councilmember Montaña, and carried to approve the items on the Consent Agenda as written.

NEW BUSINESS

Discussion/Approval/Disapproval of a notice of intent to increase water and sewer fees and the development of new fees associated with deposits, connections fees, service fees, utility rates and fees.

Ms. Becki Guilin, Finance Director, stated that Economists.com had provided a Utility Rate Study in 2009 for utility rates and fees to the end of Fiscal Year 2016-2017. She said they did another Utility Rate Study in 2011, and it reaffirmed the fees. The Town is required by State Statute to declare an intention to increase utility rates and set a date for a Public Hearing.

Ms. Guilin said the rate increase for residential will be 5% or \$.07 cents per 1,000 gallons, and the base meter charge will increase 5% or \$1.02. Residential sewer rates will increase 10% or \$.36 per 1,000 gallons, and the base meter charge will increase

10% or \$1.54. She said the premise of the increase was to not make it difficult on the residents because of the amount needed for infrastructure projects that need to be funded and completed. She said the rates are set to accommodate debt service. She said the water revenue will realize a \$145,000 increase and the sewer revenue will realize a \$303,000 increase.

Ms. Guilin provided examples of what the increase may be to residents based on various water consumptions. She requested that Council adopt a notification of intention to increase fees and development of new fees associated with deposits, connection fees, service fees, utility rates and fees.

On motion of Councilmember Walter, seconded Councilmember Celaya, and carried to adopt a notice of intent to increase water and sewer fees and the development of new fees associated with deposits, connection fees, service fees, utility rates and fees.

DEPARTMENT REPORTS

Manager's Report
Department Reports
Community Development
Finance
Fire
Library
Parks and Recreation
Police
Public Works

Councilmember Hawkins inquired if a directory of when the Boards, Commissions, and Council meetings will show on Channel 11.

Councilmember Montaña complimented the Public Works Department for cleaning up the tumbleweeds on the west side of Town. He requested that the Town contact the landowner(s) regarding maintaining their property.

Discussion occurred on property owners maintaining their properties.

Mr. Ray Hartzel, Parks and Recreation Director said the Fishing Derby has been rescheduled for April 5, 2013. He attended the events that took place over the weekend in Florence, and all the events were well received.

The Department Reports were received and filed.

CALL TO THE PUBLIC

Ms. Presley Barnett and Ms. Ashley Warren stated they came to the Town Council meeting to experience a public meeting as part of their government class at Combs

High School, in which they attend as seniors. They requested to take a picture with the Council as verification of their attendance, which Council obliged.

CALL TO THE COUNCIL

Vice-Mayor Smith thanked the people in the Town who supported the Pinal County Historical Museum yard sale. He thanked the Town staff, Parks and Recreation Department, Fire Department, and Police Department for their assistance with the car show. He said the event was well received. They had 65 car entries and it will become an annual event.

Councilmember Woolridge thanked the community for supporting the Council's decisions and the decisions that she has made. It is very encouraging to know that she has the community support.

Mayor Rankin stated that he attended all four functions on Saturday, which included: Aero Modelers Fly Over, Car Show, Spring Festival and Town of Florence basketball event. He said it is nice to see community events and to see Florence on a positive growth. He said all the Council is working for growth in Florence.

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body with the Town Attorney and to receive legal advice from the Town Attorney regarding Ordinance No. 583-12 pursuant to A.R.S. §38-431.03(A)(3) and A.R.S. §38-431.03(A)(4). And for the purpose of discussion of the public body to meet with the Town Manager to discuss organizational structure and roles and responsibilities pursuant to A.R.S. §38-431.03 (A)(1).

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

ADJOURN FROM EXECUTIVE SESSION

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

ADJOURNMENT

On motion of Vice-Mayor Smith, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:15 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 18, 2013, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, APRIL 1, 2013, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Rankin, Smith, Celaya, Hawkins, Montaña, Walter, Woolridge.

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body with the Town Attorney to receive legal advice regarding draft Ordinance No. 594-13; and for discussion of pending litigation involving Ordinance No. 583-12 in accordance with A.R.S. § 38-431.03(A)(3)(4).

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

ADJOURN FROM EXECUTIVE SESSION

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

INVOCATION PERFORMED BY REVEREND DR. EDWARD KAVIMBA LUNGU, GRACE BIBLE REFORMED CHURCH.

Reverend Dr. Edward Kavimba Lungu, Grace Bible Reformed Church, led the invocation.

PLEDGE OF ALLEGIANCE

Vice-Mayor Smith 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 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. Denise Kollert, Resident, provided an update on the Bountiful Basket project. She has attended two trainings, and has one more to do. She said she will fulfill the

necessary requirements and hopes to have the site open no later than the end of April, or early May 2013.

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

***Acceptance of a \$500.00 donation from Jack and Barbara Hamilton to the Police Department Donation Account to be used for family assistance.**

***Authorization to enter into a Residential Property Lease Agreement with Charles A. Montoya, for the property located at 745 South Central Avenue, Florence, Arizona, 85132.**

***Ratification of a Special Event Liquor License Application submitted by Sonoita Vineyards, for Wine Festival/Wine Fair License, being held April 4, 2013, at the Union Center for Wellness and Higher Learning, in Florence, Arizona.**

***Ratification of a Special Event Liquor License Application submitted by Wilhelm Family Vineyards, for Wine Festival/Wine Fair License, being held April 4, 2013, at the Union Center for Wellness and Higher Learning, in Florence, Arizona.**

***Authorization to approve the disposal and donation of fire hose, consisting of 16-100 foot sections of 4 inch hose, to the City of Globe Fire Department.**

***Authorization to approve the Agricultural Lease with Morning Star Farming, L.L.C., subject to final lease modifications that may be negotiated between the Town Manager and Morning Star Farming, L.L.C.**

***Approval of the Town of Florence Organization Chart dated April 1, 2013.**

On motion of Councilmember Montaño, seconded by Councilmember Walter, and carried to approve all items as written on the Consent Agenda.

UNFINISHED BUSINESS

Ordinance No. 593-13:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 593-13 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTIONS 150.031 DEFINED WORDS, 150.047 DISTRICT USE REGULATIONS TABLES (A), 150.047 DISTRICT USE REGULATIONS TABLES (B), 150.048 RURAL AGRICULTURAL (RA-10), 150.049 RURAL AGRICULTURAL (RA-4), 150.064 LIGHT INDUSTRIAL (LI) AND

150.065 HEAVY INDUSTRIAL (HI) (First Reading and Public Hearing held March 18, 2013).

On motion of Councilmember Woolridge, seconded by Vice-Mayor Smith, and carried to adopt Ordinance No. 593-13.

NEW BUSINESS

Discussion/Approval/Disapproval to award a contract to CORE Construction Inc. for design-build services for the design and construction of Fire Station #2, located at 1905 North Hunt Highway, Florence, Arizona, in the amount of \$2,820,000.00.

On motion of Councilmember Walter, seconded by Councilmember Montañó, and carried to award a contract to CORE Construction Inc. for design-build services for the design and construction of Fire Station #2, located at 1905 North Hunt Highway, Florence, Arizona, in the amount of \$2,820,000.00.

Ordinance No. 594-13:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 594-13 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, RESCINDING ORDINANCE NO. 583-12 – NAUSEOUS, OFFENSIVE AND UNWHOLESOME BUSINESSES PROHIBITED, AND DECLARING AN EMERGENCY.

Mr. James E. Mannato, Town Attorney, stated Ordinance No. 583-12 was enacted on August 6, 2012. He said staff, in making the recommendation to the Council, looked at the following questions:

- Whether or not the legal implications and the potential costs and risks related to Ordinance No. 583-12 represent a good value for the Town in the expenditure of public monies related to the litigation that is currently going on?
- Whether or not you believe the Town, its residents, and the environment will be adequately protected by other developments that have taken place and are currently affecting the legal and regulatory landscape of Florence?

Mr. Mannato said the Town believes it can answer yes to the second question. Currently, Curis is waiting to see if it will receive a permit from the Arizona Department of Environmental Quality relating to a pilot test facility to be operated on its mining lease on State Trust Land. If the permit is issued to Curis, it may be appealed to the Water Quality Appeals Board. He explained the role of the Water Quality Appeals Board and what the process will entail. He said based on this, it is staff's recommendation that ordinance is not necessary to protect the public at this time.

On motion of Vice-Mayor Smith, seconded by Councilmember Celaya, and carried to adopt Ordinance No. 594-13.

CALL TO THE PUBLIC

Mr. Ruth Harrison, Resident, said National Poetry Month is in April. She read a poem, titled, Goodbye and Hello, which she wrote. She thanked the owners of Southwest Indian Jewelry and Second Hand Rose, as their businesses have contributed greatly to the quality of life over the years in Florence.

CALL TO THE COUNCIL

Councilmember Montaño invited the public to the Fishing Derby and Country Thunder. He said with regards to the closure on SH79B, he has noticed Florence Heights is being used a lot more by semi and cargo trucks. He is concerned about damage on the Town's roadways as well as the pedestrians who utilize Florence Heights to go to and from school.

Councilmember Walter said the 2013 Parks and Recreation Spring and Summer Brochure is now available. She invited everyone to attend the Fishing Derby on Friday, April 5, 2013.

Mayor Rankin said he agreed with Councilmember Montaño regarding the usage of Florence Heights Road. He said he is working with Wayne Costa, Public Works Director, on a survey that he can present to the State Transportation Board. He said the Easter Egg Hunt, hosted by the Parks and Recreation Department, was a success.

ADJOURNMENT

On motion of Councilmember Woolridge, seconded by Councilmember Montaño, and carried to adjourn the meeting at 6:36 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on April 1, 2013, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
SPECIAL MEETING**

SPECIAL MEETING MINUTES OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, OCTOBER 24, 2012 AT 5:30 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Wheeler called the meeting to order at 5:30 pm

ROLL CALL

Present: Wheeler, Madden, Smith, Reid and Cochran.

PLEDGE OF ALLEGIANCE

Commissioner Cochran led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the August 29, 2012 regular meeting.

On motion of Commissioner Madden, seconded by Commissioner Smith and carried to approve the regular meeting minutes of the August 29, 2012 with corrections.

NEW BUSINESS

CASE HDAC-08-12-DR (TOWN MONUMENT SIGNAGE)

PRESENTATION/DISCUSSION on proposed monument signage for the Town of Florence to be located on the corner of Butte Avenue and Main Street.

Gilbert Olgin, Town Planner, stated that National Bank of Arizona has long played a major role in the business community in the Florence area and has maintained a branch office in an existing building on Main Street since approximately 1997.

In 2005, the bank purchased property at the northeast corner of Main Street and Butte Avenue for a free standing bank building. This property is located at the south entrance to the historic downtown area of Florence. The bank pursued

Historical District Advisory Commission (HDAC) approval and permitting soon thereafter and the Town even abandoned 13th Street from Main Street to Bailey Street to accommodate their plans. However, the deep recession put this project on hold for several years. Revamped plans for the project were approved by the HDAC in 2012 and were processed for permitting.

This application pertains only to the monument sign that will be owned and maintained by the Town of Florence on an easement dedicated to the Town of Florence. The bank will not have any other additional monument signs on their site, but they will have commercial signage attached on their building. The bank agreed to this sign as part of the right-of-way abandonment and they also are aware of the long standing streetscape plans that called for a Town sign on this corner.

Original sign concepts did not include an Electronic Message Center (EMC) or Reader Panel, but were considered as we looked for what additional benefits this sign could provide to the Town. The EMC or Reader Panel signs could go beyond announcing the historic downtown district and provide an avenue for promoting events and sharing non-commercial messages.

The main purpose of the Historic Preservation Design Guidelines (“Guidelines”) is to help provide recommendations relating to new construction in the Florence Townsite Historic District and to suggest techniques for restoring historic buildings. The Guidelines direct improvements, renovations and future development in the Historic District area and are consistent with the vision for the District and other historic preservation principles.

Town staff and Fluoresco Sign Company, in conjunction with National Bank of Arizona, have designed five separate monument sign options that seek to be in concert with the vision of the historic district, while also serving to promote the historic downtown area and possibly to provide a mechanism for promoting Town events.

When staff accepts an application, for the Historic District, one of the first tools in a planner’s arsenal of educational references (in evaluating a new submittal) is the “Secretary of Interior’s Standards for Rehabilitation”, which works hand in hand with the Guidelines. The National Park Service created these ten basic principles (Standards) in 1977 to guide owners in preserving the historic integrity of a building.

The Standards, amended in 1990, recognize the need for adapting historic structures, which could perhaps include monument signs, to modern times and therefore allow for changes and new construction that are compatible with the building and/or the designated Historic District.

The Standards for Rehabilitation are general enough that they apply to all architectural styles, periods and building types. The ten standards are intended to be applied in a reasonable manner, taking into consideration economic and technical feasibility of the project.

Staff contends that when a new building is constructed in the Historic District, efforts must occur to distinguish the new construction from historic buildings in the District. This rule then also extends to the signage for the new construction. As staff and the HDAC supported a more modern bank building for National Bank of Arizona, including the provision of a drive-thru, staff contends a more modern sign is appropriate for this site. For added perspective, a sign would have to be viewed differently when being placed on a site with an existing historic building, such as the 1891 County Courthouse.

After consulting with other departments, which helped staff to realize the bigger objective of this sign, referring to the Guidelines and reviewing the aforementioned Standards, staff contends sign option D with the EMC is the best sign for this location. That sign complements the building on the site, has appropriate context and meets the other objectives of this sign as supported by the Parks and Recreation Department, the Economic Development Coordinator, the Public Information Officer and others. Staff contends that this more modern EMC sign would not infringe on the integrity of the Florence Historic District, but would reinforce the following components of the Florence Townsite Historic District Vision Statement:

- “Promote quality design with an emphasis on small town historical character and future vision.”
- “Promote reinvestment and attract new development.”
- “Promote downtown as the symbolic and cultural center of the community”.

Staff is aware of the differences of opinions on the monument sign concepts and concerns have been raised whether this more modern sign would impact the integrity of the District or establish an unwelcome precedent. Staff corresponded with the State Historic Preservation Office (SHPO) to gain additional insight and direction on this challenging case and SHPO offered the following advice:

“Jim Garrison (State Historic Preservation Officer) and I (Eric Vondy, Preservation Incentives Programs Coordinator) reviewed and discussed the signs and we concur that none of them are a violation of the Standards

(Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Rehabilitation). An electronic message board is acceptable and based on its location probably the best choice."

This report will generally cover the five (5) options being considered:

Cabinet Sign Portion

- The manufacturer will fabricate the steel and apply a chemically induced rusting compound that will continue to rust and change the overall appearance of the sign over time. This will have an authentic look and if one was to rub their hand across the sign rust would come off.
- Another option for the cabinet portion is to fabricate the cabinet out of aluminum with a faux rust paint finish. A clear coat would be applied over top to preserve the finish with typical wear and tear caused by the desert southwest conditions.
- These monument sign options do not infringe on Town codes for materials used, but defer from the Guidelines by allowing plastic/acrylic used in a sign.

Bricks

- The intent is to supply red bricks from Florence, Arizona. This has not been completely finalized. If locally sourced bricks are not possible, similar alternatives will be utilized.

Sign Location

- The proposed sign is located on a busy, off-set and signalized intersection and should have no impact on the visibility of the corner.
- Landscaping in front of the proposed sign will be minimal to prevent landscaping from blocking the sign.
- The proposed monument signs are designed to be out in the elements and brick is already weathered. The reader board/EMC is weatherproof and designed for exterior applications.

- Modern improvements, such as the traffic signal, already exist at the intersection, thus making a more modern sign more compatible for the area.
- This is one of the busier intersections in Florence and currently the most prominent location for promoting Town events and other non-commercial messages.

Sign Height and Materials

- The sign options do not exceed the 8' height requirement per Town Code, but defer from the Guidelines by exceeding the suggested guideline height of 4' above curb elevation.
- The monument sign options do not infringe on Town code for materials used, but do not satisfy the Guidelines by allowing plastic/acrylic used in a sign.

Miscellaneous

- This sign is a non-commercial Town-owned sign on an easement dedicated to the Town. Town Codes and the Guidelines generally refer to commercial and private development and not facilities owned by the Town.
- Since this sign has a broader purpose beneficial to the entire Town and not just the Historic District and because Town funds will be necessary to fund the subject sign, staff contends that the Town Council should act on this case in conjunction with the HDAC.
- Use of an EMC or Reader Panel sign would eliminate the banner now being used across Main Street to promote Town events.

Staff suggested that the signs with the EMC would be beneficial in promoting the District and community events and would also contribute to economic development and revitalization efforts in the District.

Commissioner Madden favored option 1. He understands Commissioner Reid point on the larger EMC Board. If the reader board was not an issue then option A with the EMC board would be a good fit and visible.

Commissioner Smith favored option 5 and felt the best place for this option is at Butte Street and State Route 79 or south of Town going to Tucson. She also commented that electronic signage next to historic building do fit well.

Commissioner Reid stated the first two options resemble the Bank too much and would like to see an image of the bank in the back ground to give the sign some added perspective.

Mark Eckhoff, Community Development Director, added that what could be done if staff receives direction, is have an action item on one of the selected options and see how the monument sign would fit on the site with the Bank in the background.

Chairman Wheeler preferred Option 5 without Main Street look but the Courthouse look. She does not think the EMC board would fit in the Historic District and wants the end result for the sign to say Historic Florence (Option 5 with artist rendering).

Vice-Chair Madden liked the idea of having an EMC Board Monument Sign on the outskirts of Town.

Mr. Eckhoff stated the staff will review a couple options and may have a special meeting for HDAC before a decision is made on the final monument sign.

No motion was taken on the case.

WORK SESSION

PRESENTATION/DISCUSSION on Historic District Advisory Commission (HDAC) covering the following:

- Open Meeting Law
- Roles and responsibilities for Commissioners
- Application of Town Codes and Historic District Preservation Guidelines

James Mannato, Town Attorney, gave a brief presentation on duties and responsibilities of a Historic District Advisory Commissioner and what is the relationship of the Historic Guidelines to the Town Code. He also said, If someone was to apply to the Planning Department for a construction permit in the Historic District, the applicant cannot move forward with the permit until the HDAC has rendered a decision.

He also re-interpreted portions of the Town Code and the Historic District Guidelines to help them understand how those documents read and explained that the Guidelines are a policy document.

Commissioner Smith comment on a series of questions that were not audible.

Mr. Mannato responded to her comment.

Commissioner Reid stated that the HDAC has always operated under the threat of a law suit. She also stated that her job is to protect the Historic District.

Mr. Mannato stated that the HDAC job is not in promoting a business except when a permit is required. Then the permitted item is an improvement to the business. He also commented on the Commissioners belief on getting sued. When the HDAC acts a regulatory body, generally speaking, what it amounts to is could a legal action take place. He answered yes. Not legal action to obtain money from the Town but a legal action asking the court to decide if the action from the HDAC was arbitrary and capricious.

Mr. Eckhoff stated the there is some concern with the proposition 207. With proposition 207 there has not been any final decision as of yet. The main concern with 207 had to do with zone changes.

Mr. Mannato agreed and re-iterated some of what the Community Development Director was saying.

Mr. Eckhoff commented that when decisions in the Historic District are needed based on the Guidelines, the Commission should enforce the guidelines as much as possible but when there are extenuating circumstances then it may make sense to have some deviation. The HDAC is specifically tasked with preserving the integrity of the Historic District because if you make enough changes to the District then you lose the Historic District.

Commissioner Reid stated that what may be helpful, when an applicant comes to see staff, then staff presents the Guidelines as a policy document and not guidelines. Hoping that this change will hold more merit than if presented as guidelines.

Mr. Mannato agreed that the Guidelines are viewed as a policy guide and gave a brief explanation on how a policy guide work and adopted by Town Council.

Chairman Wheeler mentioned that she would prefer that when staff prepares the report, staff state what sections of the Guidelines are in and not in compliance. She also gave a current example of the current HDAC staff report.

Mr. Eckhoff answered that staff could comply with the Commissioners request on the change to the staff report.

Commissioner's comments were inaudible.

Mr. Mannato answered the Commissioners questions.

Commissioner Reid and Smith commented on consistency and current signage issues within the Historic District.

Mr. Eckhoff stated that there is a limitation on signage and the signage in question is illegal.

Commissioner Smith comments were inaudible.

Mr. Eckhoff and Mr. Mannato spoke on the legal issues of Town signage and just inherent problems with signage. He also commented on Town Council direction on Town signage.

Commissioner Smith and Reid commented on A-frame signs and other issues regarding signage.

Mr. Mannato and Chairman Wheeler both gave example of cases which involved signage and the outcome was peculiar.

Mr. Eckhoff gave some closing remarks regarding past work experiences.

No motion was taken on the work session.

Ruth Harrison, Town resident, would like to express that she was in favor of option 5 for the Town Monument Sign. She also commented her dislike of the zombie signs at the gun shop on Main Street. She wanted to know if the Zombie signs were going to be removed or if the request was made. She also commented on the metal poles in front of the Clark House (Local Town newspaper) and she wanted them to be removed.

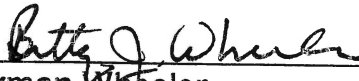
Commissioner Cochran asked for an update of the Chop House Restaurant.

Commissioner Reid commented on a temporary banner on the Silver King Market Place and commented on an existing Historic Marker.

CALL TO THE COMMISSION

ADJOURNMENT

Chairman Wheeler adjourned the meeting at 7:12 pm.



Chairman Wheeler

FLORENCE COMMUNITY LIBRARY
Joint-Use Library Advisory Board

1000 S. Willow St. / P. O. Box 985
Florence, AZ 85132


Minutes

Regular Meeting

December 19, 2012 – 6:00 p.m.

1. The meeting was called to order at 6:10 pm by Chairperson Kollert.
2. Members present were: Sheree Berger, Denise Kollert, Hermalene Wick, Tara Walter, Vallarie Woolridge, and Rosemary Bebris.
3. New Council Liaison to the Library Advisory Board, Tara Walter, introduced herself to the board. She explained that she was newly elected to the Town Council and that she worked at the elementary school.
4. Motion made by Member Wick, seconded by Member Berger, and carried to approve the November 28, 2012 minutes.
5. The Library Director's report included the following:
 - The Pinal County Library District officially launched eBook services on December 4th. At the eBook launch, the libraries had between 400 and 500 titles. Today there are more than 680 eBooks in the online catalog. More titles will be added as PCLD staff members review requests and bestseller lists. This project is supported with funds granted by the Arizona State Library, Archives and Public Records Agency under the Library Services and Technology Act, which is administered by the Institute of Museum and Library Services.
 - With the holiday season coming up fast, the Florence Community Library invites the public to enjoy some fun, free activities. On Friday, December 21 at 1:00pm, the library is screening a holiday movie favorite. The fun continues on Monday, December 24, at 10:00am. The library invites all children and their caregivers to a "Polar Express" party. All activities are free.
6. The next meeting was scheduled for January 16, 2013.
7. The meeting was adjourned at 6:21 pm by Chairperson Kollert.

Respectfully submitted,



Talma Harmon, Secretary

Approved,

Denise Kollert

Denise Kollert, Chairperson

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
REGULAR MEETING AGENDA
MEETING MINUTES**

REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, DECEMBER 6, 2012 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Wooley, Putrick, Petty, Anderson and Reed.

PLEDGE OF ALLEGIANCE

Chairman Wooley led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted August 16, 2012.

On motion of Commissioner Anderson, seconded by Vice-Chair Putrick and carried to approve the minutes of the regular meeting conducted August 16, 2012.

NEW BUSINESS

**CASE PZC-31-12-PP (ANTHEM AT MERRILL RANCH UNIT 22A
PRELIMINARY PLAT)**

PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Anthem at Merrill Ranch Unit 22A submitted by Pulte Home Corporation.

Gilbert Olgin, Town Planner, presented the Anthem at Merrill Ranch Unit 22A Preliminary Plat. The subdivision is located in the Sun City portion of Anthem and is located northeast of Hunt Highway and Merrill Ranch Parkway off of Spirit Way loop and adjacent to Unit 22B. The minimum lot size for this subdivision is approximately 6,000 square feet. Many of the lots are larger than the minimum and over 9,000 square feet. The proposed density is 2.67 dwelling units per acre. In accordance with the PUD, 12.73

acres of land within this subdivision is dedicated to open space which will be walking trails and community green belts within the Anthem at Merrill Ranch development.

Staff finds that the Plat is in conformance with the Anthem at Merrill Ranch PUD and Town requirements. Staff has recommended approval of this plat under these conditions.

1. Development of subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire and engineering requirements.
2. The applicant shall address any final comments on the Preliminary Plat by the Town Engineer prior to the final plat going to Town Council.
3. Developer/Property owner responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
4. Final plans for right-of-way and easement dedications and/or abandonments, that may be provided for via the Final Plat or other means, are subject to the review and approval of the Town Engineer.

Mr. Olgin added, prior to this Pre-Plat, a Design Review was held for new product in the Sun City portion. This same product will occupy these lots in Unit 22A. This plat is in conformance with the HOA rules and the rules set in place for Anthem. If you have any questions, the applicant is present to answer and I am here to answer any questions you may have.

Commissioner Reed asked about the location of this unit and if it is adjacent to the Coventry section of Anthem?

Mr. Olgin answered that it is located on the north leg of the golf course adjacent to 22B and no building has commenced on this site.

On motion of Commissioner Reed, seconded by Vice-Chair Putrick and carried to approve a Preliminary Plat application for Anthem at Merrill Ranch Unit 22A submitted by Pulte Home Corporation subject to any conditions.

CASE PZC-32-12-PP (ANTHEM AT MERRILL RANCH UNIT 22B PRELIMINARY PLAT)

PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Anthem at Merrill Ranch Unit 22B submitted by Pulte Home Corporation.

Gilbert Olgin, Town Planner, presented Unit 22B to the Commission and explained that this subdivision is located in the Sun City portion of Anthem at Merrill Ranch. This new subdivision will accommodate new housing product as discussed with the previous case.

The pre-plat includes eighty-four single family residential lots and is zoned PUD R-1, Planned Unit Development single family residential.

Minimum lot size for this subdivision is approximately 6,000 square feet, but there are lots over 9,000 sf. The proposed density of this plat is 3.16 dwelling units per acre and 9.20 acres of the unit is dedicated to open space. Staff found that the request is in conformance with the Anthem at Merrill Ranch PUD.

Staff recommends that the Planning and Zoning Commission approve this Preliminary Plat Unit 22B for Pulte Home Corporation subject to the noted conditions of approval.

1. Development of subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire and engineering requirements.
2. The applicant shall address any final comments on the Preliminary Plat by the Town Engineer prior to the final plat going to Town Council.
3. Developer/Property owner responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
4. Final plans for right-of-way and easement dedications and/or abandonments, that may be provided for via the Final Plat or other means, are subject to the review and approval of the Town Engineer.

Chairman Wooley asked the applicant to state his name for the record and if he agrees to the conditions that are presented tonight?

Jared Baxter answered with his name and title as design engineer. Pulte Group agrees to the conditions and that they expect minor changes to happen as the Final Plat comes forward at a later date.

On motion of Commissioner Petty, seconded by Commissioner Anderson and carried to approve a Preliminary Plat application for Anthem at Merrill Ranch Unit 22B submitted by Pulte Home Corporation conditions of the staff report.

CALL TO THE PUBLIC/ COMMISSION RESPONSE:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

Chairman Wooley opened and closed the call to the public/commission response with no public comment.

CALL TO THE COMMISSION


Commissioner Putrick.

ADJOURNMENT

Chairman Wooley adjourned the meeting at 6:13 pm.

A handwritten signature in blue ink, appearing to be 'Jim Putry for', written above a horizontal line.

Jim Putry for
Chairman Wooley

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
MEETING DATE: April 15, 2013 DEPARTMENT: Finance STAFF PRESENTER: Becki Guilin, Finance Director SUBJECT: First Reading of Ordinance No. 595-13, An Ordinance to Increase Utility Rates and Fees.		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 595-13: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA TO PROVIDE INCREASES IN NEW RATES AND FEES FOR WATER, AND WASTEWATER TREATMENT.

BACKGROUND/DISCUSSION:

At the March 16, 2013 Town Council meeting, a notice of intention to increase utility rates and fees was presented to the Town Council.

A Notice of Intention and date of public hearing as per statute will be advertised in the April 11, 2013 Florence Reminder, the notice also has been posted on the Town's website since the end of March 18, 2013 under Public Notice and a notice has been included on the April 2013 utility bills.

These annual increases for water, sewer and sanitation rates are also included in this as set forth in the Utility Rate Study by Economists.com adopted by Ordinance No. 510-09. Rates and fees were projected out based upon operational expense, capital outlay and debt service. This study was also re-affirmed with the 2011 Utility Rate Study.

The incremental annual rate and fee increases associated with the 2008-2009 Utility Rate Study are programmed to lessen the impact on the utility users for the next several years, while providing the utilities funding to continue to provide the operational and capital needs of the associated enterprise funds.

Water capital projects total \$23,646,000 and Wastewater \$39,785,000. The portions that are not funded by anticipated grants, impact fees or developer contributions will be the responsibility of the enterprise funds. These costs are based upon the current proposed Capital Improvement Plan. These costs were considered in the Utility Rate Study.

A public hearing will be held on May 6, 2013 and a request for the Town Council to adopt the rates at fees. The adoption of the rates and fees will be on May 20, 2013. Utility rates and fees will become effective July 1, 2013 if this ordinance is adopted by the Town Council.

FINANCIAL IMPACT:

Water 5% increase to rates and base fees
 Sewer 10% increase to rates and base fees

WATER RATES AND FEES

Monthly Volume Charges - Inside Municipality

Existing Rates Customer Category	Effective Date					Units
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	
Under 10,000 gallons	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	1,000 gallons
10,000 to 18,700 gallons	\$2.04	\$2.11	\$2.21	\$2.32	\$2.44	1,000 gallons
Over 18,700 gallons	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	1,000 gallons
Under 1,337 cubic feet	\$1.08	\$1.14	\$1.19	\$1.25	\$1.31	100 cubic feet
1,337 to 2,500 cubic feet	\$1.50	\$1.57	\$1.65	\$1.73	\$1.82	100 cubic feet
Over 2,500 cubic feet	\$2.67	\$2.81	\$2.95	\$3.10	\$3.25	100 cubic feet

Monthly Volume Charges - Outside Municipality

Customer Category	Effective Date					Units
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	
Under 10,000 gallons	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25	1,000 gallons
10,000 to 18,700 gallons	\$2.56	\$2.69	\$2.83	\$2.97	\$3.12	1,000 gallons
Over 18,700 gallons	\$4.55	\$4.77	\$5.01	\$5.26	\$5.53	1,000 gallons
Under 1,337 cubic feet	\$1.39	\$1.45	\$1.53	\$1.60	\$1.68	100 cubic feet
1,337 to 2,500 cubic feet	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	100 cubic feet
Over 2,500 cubic feet	\$3.40	\$3.57	\$3.75	\$3.94	\$4.14	100 cubic feet

Monthly Base Charges - Inside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
1"	\$33.78	\$35.47	\$37.24	\$39.10	\$41.06
2"	\$135.40	\$141.86	\$148.95	\$156.40	\$164.22
3" Compound	\$216.18	\$226.99	\$238.34	\$250.25	\$262.77
3" Turbine	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39
4" Compound	\$337.76	\$354.65	\$372.39	\$391.01	\$410.56
4" Turbine	\$425.59	\$446.86	\$469.21	\$492.67	\$517.30
6" Compound	\$675.54	\$709.32	\$744.78	\$782.02	\$821.13
6" Turbine	\$945.75	\$993.04	\$1,042.69	\$1,094.82	\$1,149.56

8" Turbine	\$1,621.29	\$1,702.36	\$1,787.47	\$1,876.85	\$1,970.69
10" Turbine	\$2,567.05	\$2,675.40	\$2,830.17	\$2,971.68	\$3,120.27
12" Turbine	\$3,377.70	\$3,546.58	\$3,723.91	\$3,910.11	\$4,105.61

Monthly Base Charges - Outside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02
1"	\$43.90	\$46.10	\$48.40	\$50.82	\$53.37
2"	\$175.64	\$184.42	\$193.64	\$203.33	\$213.49
3" Compound	\$281.03	\$295.08	\$309.83	\$325.32	\$341.59
3" Turbine	\$301.29	\$316.35	\$332.17	\$348.78	\$366.22
4" Compound	\$439.10	\$461.06	\$484.11	\$508.32	\$533.73
4" Turbine	\$526.92	\$553.27	\$580.93	\$609.98	\$640.48
6" Compound	\$878.20	\$922.11	\$968.22	\$1,016.63	\$1,067.46
6" Turbine	\$1,148.41	\$1,205.83	\$1,266.12	\$1,329.43	\$1,395.90
8" Turbine	\$2,107.68	\$2,213.06	\$2,323.71	\$2,439.90	\$2,561.89
10" Turbine	\$3,337.16	\$3,504.02	\$3,679.22	\$3,863.18	\$4,056.34
12" Turbine	\$4,147.81	\$4,355.20	\$4,572.96	\$4,801.60	\$5,041.68

Ordinance No. 510-09

WASTEWATER RATES AND FEES

Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79
Commercial	\$3.61	\$3.97	\$4.37	\$4.59	\$4.82
Institutional	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64
Outside Municipality (Residential)	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79

Monthly Variable Charges per 100 Cubic Feet

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59
Commercial	\$2.70	\$2.97	\$3.27	\$3.43	\$3.60
Institutional	\$4.29	\$4.47	\$5.19	\$5.50	\$5.71
Outside Municipality (Residential)	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59

Monthly Base Charges

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Commercial	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Institutional	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Outside Municipality (Residential)	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45

Commercial: Includes but not limited to office, multi-family, school, and government facilities.

Institutional: Includes but not limited to multi-bed, self-contained facilities with or without kitchen.

PRETREATMENT PROGRAM

Volume Charges per Excess Pound Treated

Customer Category	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Biochemical Oxygen Demand (BOD)	\$0.80	\$0.83	\$0.97	\$1.03	\$1.06
Suspended Solids (TSS)	\$0.56	\$0.58	\$0.69	\$0.72	\$0.75

Ordinance No. 510-09

**Rate Increase Impact
2013-2014**

5/8" or 3/4" Residential Service

	Old Rate	New Rate	Increase
Water			
Water Base Fee	\$20.26	\$21.28	\$1.02
Rate			
Under 10,000 gallons	\$1.45	\$1.52	\$0.07
10,000 to 18,700 gallons	\$2.01	\$2.11	\$0.10
Over 18,700 gallons	\$3.56	\$3.74	\$0.18
Sewer			
Sewer Base Fee	\$15.33	\$16.87	\$1.54
Rate per 1,000 gallons	\$3.59	\$3.95	\$0.36
Residential Sewer Charge based on 75% of water usage Commercial/Institutional based on 100% of water usage			

Increase to monthly bill-Summer Billing

Usage	0	0.00	0.00
Water	\$20.26	\$21.28	\$1.02
Tax	\$1.97	\$2.06	\$0.10
Sewer	\$15.33	\$16.87	\$1.54
	<u>\$37.56</u>	<u>\$40.21</u>	<u>\$2.66</u>
			7.08%

**Residential Impact
Usage-5,000 gallons**

	Old Rate	New Rate	Increase
Water			
Base	20.26	21.28	
Usage-5,000 gallons	7.25	7.60	
Sales Tax @.097%	2.67	2.80	
Sewer			
Base	15.33	16.87	
Usage-3,750 gallons	13.46	14.81	
Total Bill	58.97	63.36	\$4.39
			7.45%

Residential Impact Usage-15,000 gallons Water	Old Rate	New Rate	Increase
Base	\$20.26	\$21.28	
Usage-10,000 gallons	\$14.50	\$15.20	
Usage - 5,000	\$10.05	\$10.55	
Sales Tax .097%	\$2.01	\$2.11	
Sewer			
Base	\$15.33	\$16.87	
Usage-11,250 gallons	\$40.39	\$44.44	
Total Bill	102.54	110.45	\$7.91 7.71%

Residential Impact Usage-22,000 gallons Water	Old Rate	New Rate	Increase
Base	20.26	21.28	
Usage-10,000 gallons	14.50	15.20	
Usage -8,700 gallons	17.49	18.36	
Usage-3,300	11.75	12.34	
Sales Tax .097%	6.21	6.52	
Sewer			
Base	15.33	16.87	
Usage-16,500 gallons	59.24	65.18	
Total Bill	144.77	155.74	\$10.97 7.58%

Anticipated revenue to the funds are as follows:

This is projected to provide additional water revenue in the amount of \$145,000 and sewer revenues of \$303,000.

STAFF RECOMMENDATION:

Adopt Ordinance No. 595-13, to increase utility rates and fees.

ATTACHMENTS:

- Ordinance No. 595-13
- Public Notice
- Calendar of Events

**TOWN OF FLORENCE
ORDINANCE NO. 595-13**

**AN ORDINANCE OF THE TOWN OF FLORENCE,
PINAL COUNTY, ARIZONA, TO PROVIDE
INCREASES IN NEW RATES AND FEES FOR
WATER AND WASTEWATER TREATMENT.**

WHEREAS, it has been brought to the attention of the Council of the Town of Florence that the current fee structure for users of the municipal water, wastewater and services requires modification to provide for the equitable distribution of the cost of operating the systems; and

WHEREAS, the Town Council commissioned a utility rate study and the results of said study indicated that the current fees and charges are not adequate for the financial well being of the Water and Wastewater systems.

NOW, THEREFORE, BE IT ORDAINED that the Fee Schedule of the Town of Florence is hereby amended to read in conformity with the attached schedules, each of which is attached hereto and incorporated herein as follows;

WATER RATES AND FEES

Monthly Volume Charges - Inside Municipality

Existing Rates	Effective Date					Units
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	
Customer Category						
Under 10,000 gallons	\$1.45	\$1.52	\$1.59	\$1.67	\$1.76	1,000 gallons
10,000 to 18,700 gallons	\$2.04	\$2.11	\$2.21	\$2.32	\$2.44	1,000 gallons
Over 18,700 gallons	\$3.56	\$3.74	\$3.93	\$4.12	\$4.33	1,000 gallons
Under 1,337 cubic feet	\$1.08	\$1.14	\$1.19	\$1.25	\$1.31	100 cubic feet
1,337 to 2,500 cubic feet	\$1.50	\$1.57	\$1.65	\$1.73	\$1.82	100 cubic feet
Over 2,500 cubic feet	\$2.67	\$2.81	\$2.95	\$3.10	\$3.25	100 cubic feet

Monthly Volume Charges - Outside Municipality

Customer Category	Effective Date					Units
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	
Under 10,000 gallons	\$1.95	\$1.94	\$2.04	\$2.14	\$2.25	1,000 gallons
10,000 to 18,700 gallons	\$2.56	\$2.69	\$2.83	\$2.97	\$3.12	1,000 gallons
Over 18,700 gallons	\$4.55	\$4.77	\$5.01	\$5.26	\$5.53	1,000 gallons
Under 1,337 cubic feet	\$1.39	\$1.45	\$1.53	\$1.60	\$1.68	100 cubic feet
1,337 to 2,500 cubic feet	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	100 cubic feet
Over 2,500 cubic feet	\$3.40	\$3.57	\$3.75	\$3.94	\$4.14	100 cubic feet

Monthly Base Charges - Inside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
1"	\$33.78	\$35.47	\$37.24	\$39.10	\$41.06
2"	\$135.40	\$141.86	\$148.95	\$156.40	\$164.22

3" Compound	\$216.48	\$226.99	\$238.34	\$250.25	\$262.77
3" Turbine	\$236.44	\$248.26	\$260.68	\$273.71	\$287.39
4" Compound	\$337.76	\$354.65	\$372.39	\$391.01	\$410.56
4" Turbine	\$425.59	\$446.86	\$469.21	\$492.67	\$517.30
6" Compound	\$675.54	\$709.32	\$744.78	\$782.02	\$821.13
6" Turbine	\$945.75	\$993.04	\$1,042.69	\$1,094.82	\$1,149.56
8" Turbine	\$1,621.29	\$1,702.36	\$1,787.47	\$1,876.85	\$1,970.69
10" Turbine	\$2,567.05	\$2,675.40	\$2,830.17	\$2,971.68	\$3,120.27
12" Turbine	\$3,377.70	\$3,546.58	\$3,723.91	\$3,910.11	\$4,105.61

Monthly Base Charges - Outside Municipality

Meter Sizes	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
5/8" - 3/4"	\$26.34	\$27.66	\$29.04	\$30.49	\$32.02
1"	\$43.90	\$46.10	\$48.40	\$50.82	\$53.37
2"	\$175.64	\$184.42	\$193.64	\$203.33	\$213.49
3" Compound	\$281.03	\$295.08	\$309.83	\$325.32	\$341.59
3" Turbine	\$301.29	\$316.35	\$332.17	\$348.78	\$366.22
4" Compound	\$439.10	\$461.06	\$484.11	\$508.32	\$533.73
4" Turbine	\$526.92	\$553.27	\$580.93	\$609.98	\$640.48
6" Compound	\$878.20	\$922.11	\$968.22	\$1,016.63	\$1,067.46
6" Turbine	\$1,148.41	\$1,205.83	\$1,266.12	\$1,329.43	\$1,395.90
8" Turbine	\$2,107.68	\$2,213.06	\$2,323.71	\$2,439.90	\$2,561.89
10" Turbine	\$3,337.16	\$3,504.02	\$3,679.22	\$3,863.18	\$4,056.34
12" Turbine	\$4,147.84	\$4,355.20	\$4,572.96	\$4,801.60	\$5,041.68

Ordinance No. 510-09

WASTEWATER RATES AND FEES

Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79
Commercial	\$3.61	\$3.97	\$4.37	\$4.59	\$4.82
Institutional	\$5.74	\$5.97	\$6.94	\$7.36	\$7.64
Outside Municipality (Residential)	\$3.59	\$3.95	\$4.35	\$4.57	\$4.79

Monthly Variable Charges per 100 Cubic Feet

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59
Commercial	\$2.70	\$2.97	\$3.27	\$3.43	\$3.60
Institutional	\$4.29	\$4.47	\$5.19	\$5.50	\$5.71
Outside Municipality (Residential)	\$2.69	\$2.96	\$3.25	\$3.42	\$3.59

Monthly Base Charges

Customer Category	Effective Date				
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Residential/Mobile Homes	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Commercial	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45

Institutional	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45
Outside Municipality (Residential)	\$15.33	\$16.87	\$18.55	\$19.48	\$20.45

Commercial: Includes but not limited to office, multi-family, school, and government facilities.

Institutional: Includes but not limited to multi-bed, self-contained facilities with or without kitchen.

PRETREATMENT PROGRAM

Volume Charges per Excess Pound Treated

Customer Category	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
Biochemical Oxygen Demand (BOD)	\$0.80	\$0.83	\$0.97	\$1.03	\$1.06
Suspended Solids (TSS)	\$0.56	\$0.58	\$0.69	\$0.72	\$0.75

Ordinance No. 510-09

BE IT FURTHER ORDAINED, that the Fee Schedules for Water Rates and Fees, Wastewater Rates and Fees, and Solid Waste Rates and Fees Shall be effective July 1, 2013, and shall continue thereafter in full force and effect until further action of the Council.

PASSED and **ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 20th day of May, 2013.

Tom Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney



Notice of Intention to Increase Water, Wastewater, and Solid Waste Rates

Notice is hereby given that on May 6, 2013, the Town Council of the Town of Florence, Arizona, will hold a public hearing to receive public input concerning a proposal to increase water, wastewater and solid waste rates and fees. A written report, prepared by Economists.com, in support of the proposed rates is on file in the office of the Town Clerk and is available for public inspection.

Public Hearing shall be held at 775 N. Main Street, Florence AZ 85132, in the Town Council Chambers at 6:00 P.M.

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


Legal Ad (Surrounded by border)
1/8 page

Publish: April 11, 2013

**2013 Utility Rate Increase
Calendar of Events**

Date	Event
March 18, 2013	Notice of Intention to Increase Utility Rates and Fees Post on website-Must post 60 days in advance of approval or disapproval by the governing body
March 18, 2013	Declare Town Council Intention to Increase Utility Rates and set a date for a Public Hearing-ARS §9-499.15
April 1, 2013	Notification by utility mailer to all customers-Notice of Public Hearing
April 5, 2013	Notice of Intention to Newspaper
April 11, 2013	Publish Notice of Intention to Increase Utility Rates and date of Public Hearing A copy of the notice of intention showing the date, time and place of the hearing shall be published one time in a newspaper of general circulation within the boundaries of the Municipality not less than twenty days before the public hearing date. Post on Town Website.
April 15, 2013	First Reading of Ordinance
May 6, 2013	Second Reading of Ordinance Hold Public Hearing After holding the public hearing, the council may adopt, by ordinance or resolution, the proposed rate component, fee or service charge increase or any lesser increase.
May 20, 2013	Adopt Ordinance for Rate Increases Rates and fees become effective thirty days after adoption of the ordinance or resolution.
June 1, 2013	Notice on utility bills that rates will increase effective 7/1/2013.
July 1, 2013	Rates become effective

Authority: Arizona State Revised Statutes 9-511.01 Water and wastewater business

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
MEETING DATE: April 15, 2013 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, HR Director SUBJECT: Adoption of Resolution No. 1390-13, Revised Personnel Policies		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No. 1390-13, Revising the Personnel Policies effective July 1, 2013.

BACKGROUND/DISCUSSION:

Town Code Chapter 34, Section 34.17 provides for Council adoption of rules and regulations to bring structure to the Town's relationship with its employees, and specifically to give effect to the provisions of Chapter 34, which includes sections related to hiring and promotion based on merit, prohibitions against discrimination, and political contributions. The Town's current Personnel Policies and Procedures (176 pages long) have been in place for some time and have been amended numerous times. This policy is supplemented by the Town of Florence Uniform Personnel Rules (43 pages long) which has also been amended in the past. Comprehensive revision of these documents has been in the work plan for the Human Resources Department for several years. It became clear early on that the very best approach was to fully re-draft the policy instead of trying to amend the existing policy. The primary goals of re-writing the Town Personnel Policy include bringing forward a document that was easy to understand and administer, that fostered responsibility and accountability on the part of our supervisors, that provides clarity relating to employee due-process rights, and that removed a number of provisions that more appropriately exist as administrative policies of the Town Manager.

After developing an initial draft, the Town leadership team was engaged in a review process, as was Town Manager Montoya after he was hired. A number of changes were made and this final draft is the end product. Federal and state laws, rules and regulations relating to public employment are more numerous and complex than ever before, especially in the area of employee due-process rights, and any policy must reflect the implications of those laws, rules and regulations. Our efforts in developing

this revised policy reflect necessary legal compliance and three fundamental concepts: application of common sense, flexibility and basic fairness.

FINANCIAL IMPACT:

No significant fiscal impact anticipated with the new policy.

STAFF RECOMMENDATION:

Staff recommends the adoption of Resolution No. 1390-13, adopting the revised Town of Florence Personnel Policy (April 2013 edition).

ATTACHMENTS:

1. Proposed Town of Florence Personnel Policy (April 2013 edition).
2. New Personnel Policy Highlights summary

RESOLUTION NO. 1390-13

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, REVISING THE PERSONNEL POLICIES DATED THE 15TH DAY OF APRIL 2013, EFFECTIVE JULY 1, 2013.

WHEREAS, it has been brought to the attention of the Mayor and Council that the current Town of Florence Personnel Policies are in need of revision; and

WHEREAS, Section 34.17 of the Code of the Town of Florence and other applicable laws require that the Council take formal action by Resolution to declare the relevant document to be a public record; and to approve and adopt such amendments.

NOW, THEREFORE BE IT RESOLVED that the Personnel Policies are hereby amended and shall be effective the 1st day of July 2013, and as attached thereto and as described in the Title above are declared to be a Public Record, with instruction to the Town Clerk to keep at least three (3) copies of each on file; and further, instructing the Human Resources Director to provide a copy of the same and in service training for all Town employees regarding their meaning and implementation.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 15th day of April 2013.

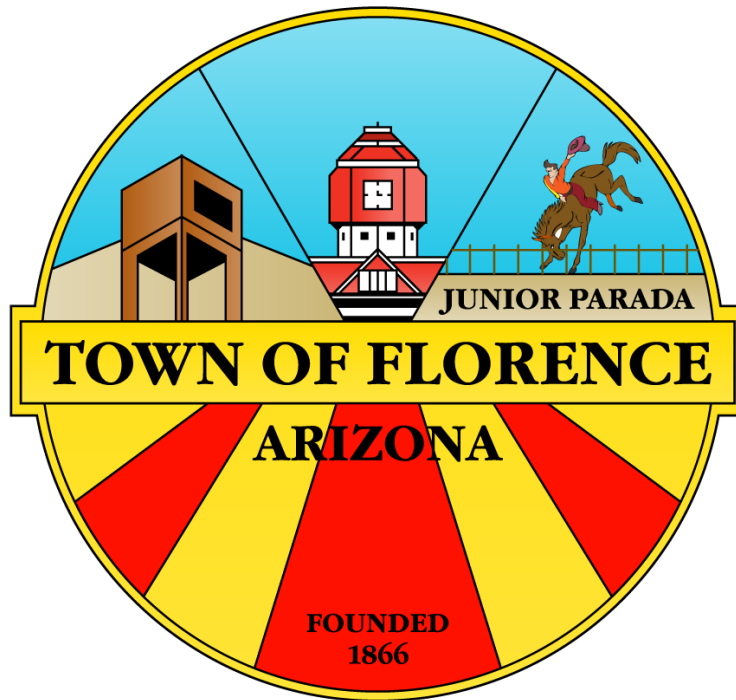
Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney



Town of Florence PERSONNEL POLICY

*(April, 2013 Edition)
Final draft for Council review as of 02/27/13*

Town of Florence Personnel Policy Index

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ARTICLE I - GENERAL PROVISIONS

Section 101 - Purpose

The general purpose of the Town of Florence Personnel Policy is to establish a system of personnel administration to assist the Town organization in its role of serving the citizens of Florence. This system provides the means to recruit, select, develop and maintain an effective and responsive work force, and includes policies and procedures for employee hiring and advancement, training and career development, job classification, compensation administration, leaving the Town service, fringe benefits, leaves, discipline and other related activities.

It is the desire of the Mayor and Council of the Town of Florence to attract and retain qualified and competent persons to the positions in the Town service. Appointments and promotions in the Town service are to be based on factors of qualification, competence and suitability. While this Personnel Policy provides a basic guide to personnel-related activities of the Town, it is recognized that administrative directives, departmental work rules and other policies and guidelines are promulgated from time to time as necessary to supplement this document. Except as otherwise noted, these policies apply to all regular Town employees. The Town Manager is the final authority on all matters relating to this Policy.

Section 102 - Classified and Unclassified Service

Employees in the Town service are divided into the classified and unclassified service. The classified service is composed of all employees and officers of the Town of Florence except:

- A. Town officers appointed by the Town Council, namely the Town Manager, Town Attorney, Town Clerk and Town Magistrate.
- B. The Town Manager's deputies and assistants; and managers, administrators, and coordinators reporting directly to the Town Manager; and department directors reporting directly to the Town Manager or his/her deputies or assistants.
- C. Temporary employees.
- D. Part-time employees, and part-time on-call employees who work no set minimum number of hours, who may be so employed from time to time.
- E. Part-time Firefighter Recruits, part-time Firefighters, part-time Fire Engineers and part-time Fire Captains.

Unclassified employees specifically are "at will" employees; ie. unclassified employees under "A" above serve at the pleasure of the Town Council, those under "B", "C", "D" and "E" above serve at the pleasure of the Town Manager. The Town Manager may develop and implement policies to provide a framework for conditions of employment, pay and benefit issues, etc., for those included in "C", "D" and "E" above, but their employment will remain at-will pursuant to

this Policy. Except as otherwise provided in the Town code, elected officials, members of appointed boards, commissions or committees and volunteer personnel are not considered to be employees of the Town of Florence for the purposes of this Policy.

Section 103 - Personnel Officer

The Town Manager shall designate a Personnel Officer for the Town of Florence who shall be responsible for the administration of the personnel system of the Town, and who shall:

1. Administer the provisions of this Personnel Policy not specifically reserved to the Town Council or Town Manager and make such administrative regulations as are deemed necessary to implement and carry out the personnel function of the Town and this Policy.
2. Give notice of position openings within the Town service.
3. Conduct or coordinate applicant testing as appropriate.
4. Recommend to the Town Manager revisions and amendments to the Personnel Policy as deemed necessary.
5. Recommend to the Town Manager a position classification plan, including class specifications, and recommend revisions to the plan as deemed necessary.
6. Recommend to the Town Manager a compensation plan for all position classifications in the Town service, and recommend revisions to the plan as deemed necessary.
7. Allocate each position in the Town service to its appropriate class in the classification plan and assign each class to an appropriate pay range in the pay plan.
8. Develop and assist others in the development of training programs for Town employees.
9. Perform other duties as may be directed or identified in this Policy.

Section 104 – Additional Town Manager Delegation

In addition to those items specifically noted in this Policy, the Town Manager may delegate responsibility and/or authority for any function, procedure, authorization, oversight or management of any provisions of this Policy. This ability to delegate is therefore implicit in each and every reference to the Town Manager's responsibility and/or authority in this Policy.

Section 105 - Policy Not A Contract

Nothing in this Policy shall be construed as constituting the terms of an employment contract. The Town reserves the right to repeal, modify or amend any or all of the provisions of this Policy without prior notice and without reservation of the effect of any or all provisions of a previous form.

Section 106 - Fair Employment

No question in any test, or any application form or in any interview shall be so framed as to attempt to elicit information concerning race, color, national origin, sex, age, disability or political or religious opinions or affiliations of any applicant. No appointment to or removal from any position in the Town service shall be affected or influenced in any manner by any considerations of race, color, national origin, sex, disability, or political or religious opinions or affiliations.

Section 107 – Affirmative Action

The Personnel Officer may develop and implement an informational program designed to promote Town employment and to inform the general public and specific groups and organizations of the non-discriminatory policies and practices of the Town of Florence.

Section 108 - Positions Covered

The provisions of this policy shall cover all employees of the Town unless otherwise exempted in this Policy.

Section 109 - Severability Clause

The provisions of this Policy are declared to be severable and if any article, section, sentence, clause or phrase of this Policy shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining articles, sections, sentences, clauses and phrases of this Policy, but they shall remain in effect, it being the legislative intent that this Policy shall stand notwithstanding the invalidity of any part.

In the event of the amendment of any ordinance, rule or law incorporated in these policies or upon which these policies rely, these policies shall be deemed amended in conformance with those changes. The Town Manager shall have the authority to make such amendments, as mandated by local, county, state or federal ordinance, regulation or law, and shall also have the authority to make non-substantive amendments, which shall be reported to the Town Council.

ARTICLE II - EMPLOYEE RESPONSIBILITIES

Section 201 – Proof of Right To Work

The Town of Florence shall comply with all laws, regulations and policies regarding the documentation of the eligibility of new hires to work in the United States. Such required documentation shall be provided within the time frame required by law. The offer of employment and/or continued employment is contingent upon the satisfactory verification results.

Section 202 - Political Activity

No Town employee shall orally, in writing or otherwise solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose whatsoever from any Town employee. No Town employee shall make, solicit or receive any contribution to the campaign effort in any way of any candidate for Florence municipal elected office, or publicly endorse, or take any part in any way in the political campaign of any such candidate, but may exercise any other rights as a qualified elector, such as signing nomination papers of candidates and voting in municipal elections.

No elected official, appointed official or employee of the Town shall use any influence or pressure upon any employee to obtain any assessment or contribution of money or time, either directly or indirectly, for any political campaign or personal gain. No elected official, appointed official or employee of the Town shall use or attempt to use any political influence to secure or assist any other employee in securing employment or any employment benefit or advantage.

Town employees may not engage in political activity in his/her official capacity as a Town employee. Town employees may not engage in political activity during work hours, or when using Town facilities, vehicles or equipment. Political activity includes, but is not limited to, displaying literature, badges, stickers, signs, or other items of political advertising on behalf of any party, committee, agency, candidate for political office or political issues sought to be placed on any ballot, or soliciting signatures for political candidacy or for the purpose of placing an issue on any ballot.

Any Town employee desiring to run for or seek appointment to a vacancy for any Town of Florence elected office, or any other municipal or county, state or federal elected office, shall resign from the Town service upon announcing such candidacy or filing for said office. The foregoing shall not apply to school board or community college board elections.

An employee who is principally employed in connection with programs financed by loans or grants made by the United States or a Federal agency may also be subject to the provisions of the Federal Hatch Act.

Section 203 - Nepotism

Appointment of relatives of Town employees to positions in the Town service shall be permitted, provided the relative shall not be employed in a position where one would be supervising the other, or a conflict of interest might arise concerning a question of internal control. An employee may not be promoted or transferred into a position involving supervision by or of a relative.

For the purposes of this section, relative is defined to include:

Spouse	Aunt
Parent (in-law & step)	Uncle
Brother (in-law, half & step)	Niece
Sister (in-law, half & step)	Nephew
Child (in-law & step)	Grandchild
	Grandparents (in-law)

Situations where an employee or a prospective employee is involved in a relationship which, though not spousal, is similarly close (such as what is sometimes referred to as a domestic relationship, cohabitation, and such) may also be considered to fall under the definition of “relative” for the purposes of this Section.

Should a marriage between employees result in one having operational or supervisory control over the other, one employee must resign or transfer (if possible) in the Town service so as to eliminate the situation. No provision of this rule shall exclude relatives of the Town Council or Town appointed boards or commissions or committees from entering the Town service, provided no supervisory control of one over the other exists.

Section 204 - Gifts/Gratuities

Employees shall not accept gifts, loans, gratuities, discounts, favors, hospitality, services or other compensation under circumstances from which it could reasonably be inferred that the purpose of the donor is to influence the employee in the performance of duties. Employees should be especially cautious in dealing with vendors of services, supplies or materials to the Town. Examples of acceptable courtesies are items of nominal value (\$50 or less) and include a meal or social event or function, or a sample or promotional gift. No employee shall solicit directly or indirectly any gratuity, regardless of value. Town employees may accept a gift without regard to value when it is offered and accepted on behalf of the Town. The gift then remains the property of the Town and should not be removed from Town facilities. The Town does not prohibit

employees from announcing and soliciting participation in Town-sponsored or employee events (such as employee picnics, holiday potlucks, retirements and the like).

No person or employee who seeks appointment or promotion with respect to any Town position or appointive office shall directly or indirectly give, render or pay any money, service or other valuable item to any person for or in connection with a test, evaluation, appointment, proposed appointment, promotion or proposed promotion. Any person or employee so described above may automatically be disqualified for employment or dismissed from employment if the act involves a promotion.

Section 205 - Conflict of Interest

It is the Town's policy that employees at all levels be free from any interest, influence or relationship that might conflict or appear to conflict with the effective, efficient and impartial discharge of his/her duties, and/or the best interests of the Town. The existence of an actual or potential conflict of interest depends on specific facts. All actual or potential conflicts of interest must be disclosed by the employee. In any uncertain situation, the employee should protect him/herself by immediately discussing the matter fully and frankly with the appropriate supervisor. Where there is any further doubt concerning a conflict, the specific facts should be noted in writing and sent to the Town Manager for resolution. The continuing requirement to disclose serves to inform the Town and, at the same time, protect the employee from the harmful effects of any subsequent revelation of activities, associations or interests which might constitute a prohibited conflict of interest.

Section 206 – Confidentiality

It is important for all Town employees to carry out their duties in a manner which would withstand public scrutiny. Some employees handle confidential court-related, law enforcement-related, medical-related or employment-related documents, while others handle sensitive matters concerning the operation of government. Employees must maintain the confidentiality of these matters, ensuring information about these activities is made public only upon appropriate authorization by the Town Manager or designee, in consultation with the Town Attorney, or as otherwise required by lawful order.

Section 207 - Secondary Employment

Secondary employment (that is, employees working for others or engaged in self-employment during non-work time) is not prohibited, but is regulated by a few important rules. A Town employee may not engage in secondary employment in any way during working hours, while at Town facilities or using Town supplies, equipment, materials or personnel. Secondary employment must not cause a conflict of interest or cause deterioration in satisfactory

performance of duties while in the Town's employ. The nature of the secondary employment may not be such as to compromise the integrity, credibility or reputation of the Town government in the community.

Town employees must obtain prior approval from their department director and the Town Manager to engage in secondary employment. On January 1st of each year, all secondary employment approvals expire and employees wishing to continue to engage in secondary employment must submit a new approval form. Employees should recognize that any secondary employment which might be considered to be joint employment under the provisions of the Fair Labor Standards Act will require close consideration and conformance with the requirements of that law. Police Department personnel working security work coordinated through the Police Department are not required to file a written request for secondary employment for such work, but must comply with all applicable departmental policies and procedures.

Section 208 - Financial Responsibility

Because of the nature of employment with a municipality, Town employees are expected to pay their debts in a prompt, responsible manner, so as to avoid having creditors contact the Town in an attempt to collect delinquent debts from employees.

Section 209 - Weapons In The Workplace

Except as provided by law, Town employees shall not have in their possession on Town property any handgun, firearm or other weapon, regardless of whether or not the employee is licensed to carry the weapon. This provision does not apply to sworn police personnel or other authorized individuals who carry weapons in the performance of their duties, or to "pocket knives" or similar kinds of knives. While some employees of the Town may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or be permitted to carry them as authorized by law, it is the Town's policy that employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal laws.

Section 210 - Workplace Violence/Harassment

It is the policy of the Town of Florence to provide employees a work environment that is safe and free of illegal harassment. Therefore, acts or threats of physical violence involving employees, including intimidation, harassment and/or coercion, will not be tolerated in the workplace. "Threats or acts of violence" include verbal or physical conduct against persons or property that is sufficiently severe, offensive or intimidating to alter the employment conditions at the Town of Florence, or to create a hostile, abusive or intimidating work environment for one or more Town employees.

General examples of prohibited workplace violence include, but are not limited to, threats or acts of violence occurring on Town property, threats or acts of violence not occurring on Town property but involving someone acting in the capacity of a representative of the Town, and threats or acts of violence not occurring on Town property involving a Town employee if the threats or acts of violence affect the legitimate interests of the Town of Florence. Specific examples of prohibited conduct include, but are not limited to, hitting or shoving an individual; threatening to harm an individual or his/her family, friends, associates or their property; making harassing or threatening telephone calls, using letters or other forms of written or electronic communications; intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Town; or conducting harassing surveillance (also known as “stalking”).

Town employees are encouraged to report incidents of threats or acts of physical violence of which he/she is aware, to his/her immediate supervisor. In situations where reporting to the immediate supervisor is not appropriate, the employee should report such incidents to his/her department director and/or the Town’s Human Resources Department.

Section 211 – Professional Attire/Appearance

The professional image of our organization is maintained, in part, by the image that our employees present to our citizens, vendors and other visitors. All employees should practice common sense rules for neatness, good taste and comfort. Specific rules about grooming and/or dress, including required wearing of uniforms, may be adopted by departments, divisions or work groups due to the nature of the work of the employees in those units. However, in general, rings/hoops/studs through the nose, eyebrow, tongue or other exposed body parts (other than the ear) may not be worn while working. And in general, all tattoos must be small in size or covered at all times and may not be offensive in nature.

Section 212 – Loyalty Oath

Every Town employee shall take the oath or affirmation as prescribed by state law.

Section 213 – Reporting of Arrests/Criminal Charges/Convictions

Town employees are required to report any arrests, any criminal charges filed against them, and any criminal convictions against them throughout their time of employment, within three (3) working days of such circumstance. An arrest, a criminal charge filing or a criminal conviction will not necessarily automatically trigger a change in employment status of any kind. Factors that will be considered include the nature of the offense, the frequency of violations, the employee’s work history and the relevance of the offense to the employee’s position.

Section 214 – Absence Reporting

Whenever an employee is unable to report for duty for any reason, he/she must contact the immediate supervisor or designee at least one hour before the normal starting time for the employee. Failure to do so will result in the employee being considered absent without approved leave. If an employee is unable to make the necessary contact him/herself, he/she may arrange for another person to make the required notification on his/her behalf.

Section 215 – Non-Fraternization Policy

The efficient operation of the Town organization requires that supervisors and managers deal fairly and objectively with the personnel they directly or indirectly supervise. If a supervisor has a close personal relationship with a subordinate, the likelihood of favoritism increases and/or this creates (at least) a perception that may compromise a manager or supervisor's ability to perform his/her job. In addition, if a supervisor or manager pursues a romantic or sexual relationship with a subordinate, claims of sexual harassment are possible. Therefore, managers and supervisors are forbidden from pursuing romantic or sexual relationships with employees whom they supervise or whose terms of employment they can influence. Supervisors or managers who violate this policy will be subject to discipline up to and including termination.

Section 216 – Employee Drug/Alcohol Testing

Pre-Employment Testing: Employees hired in classifications listed on the "Town of Florence Classifications Subject To Pre-Employment Drug Testing" list, will be required to undergo a post-offer, pre-employment drug test.

Other Testing: If a supervisor reasonably believes an employee is at work under the influence of alcohol or drugs, the employee may be required to submit to a drug and/or alcohol test. All employees who are required to obtain and maintain a Commercial Drivers License are subject to the pre-employment, random, post-accident and other testing requirements under Federal regulations.

Section 217 – On-the-Job Injury or Illness

All employees are covered under workers' compensation insurance which provides for medical treatment of injuries and/or illnesses arising out of and in the scope of employment, and for resultant loss wages. Employees must report any work-related injury or illness immediately and seek appropriate medical attention. The Town may direct first-visit care under the provisions of Arizona law. In the event of lost work time due to a covered injury or illness, employees may supplement workers' compensation insurance payments with unused accrued leave time as

provided in this policy, or as otherwise may be provided by law. Employees are not allowed to work at secondary employment while on job-related injury leave, or while on alternate duty.

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ARTICLE III - RECRUITMENT AND SELECTION

Section 301 - Non-Discrimination

It is the policy of the Town of Florence not to discriminate in decisions regarding hiring or promotion on the basis of race, color, national origin, sex, disability, or political or religious opinions or affiliations.

Section 302 - Physical and Mental Fitness

All applicants considered for employment with the Town shall possess position-appropriate physical and mental health. Appointments to the Town service shall be subject, where appropriate or required by law, rule or regulation, to a satisfactory physical examination and examination to establish mental fitness. Such examinations shall be given by an examiner designated by the Town and at the expense of the Town. If at any time during employment these levels are suspected of falling below acceptable standards, the Town may require the employee to complete an examination administered by an examiner of the Town's choice at the Town's expense. An employee who, in the opinion of the examiner after consultation with the Personnel Officer, is incapable of meeting the requirements of his/her position shall be recommended for removal from his/her position as provided in these rules, subject to the final decision of the Town Manager or designee. The Town shall comply with the provisions of the Americans With Disabilities Act and its amendments, and other applicable law.

Section 303 - Recruitment

Recruitment publicity shall be carried out through all appropriate means for a reasonable period of time to assure sufficient opportunity for qualified candidates to apply and be considered for employment with the Town. Recruitment shall be carried out on a wide enough basis to ensure an adequate number of applicants for consideration. The Personnel Officer at the direction of the Town Manager or designee shall coordinate all recruitment efforts. When a position in the Town service becomes vacant, the director of the department involved, the Town Manager or designee and the Personnel Officer may meet prior to the start of recruitment efforts to review the vacant position in regard to recruitment timing, duties and responsibilities and other pertinent factors.

Section 304 - Application

All applicants for Town employment shall make application on forms provided by the Personnel Officer. The Town Manager or designee in consultation with the Personnel Officer may waive this requirement and accept resumes as application. Applicants must provide honest and

complete information on all items, both in the Town application form and in any accompanying information such as a resume. Failure to complete the employment application form as directed may result in disqualification from employment consideration, or dismissal from the Town service. Any application may be rejected for the following reasons:

- The applicant did not fully complete the application form.
- The applicant appears not to possess the qualifying experience or training required for the position.
- The applicant has made any misstatement of any material fact.
- The applicant has practiced any deception or fraud in his/her application.
- The applicant has been convicted of a crime involving moral turpitude or has been convicted of a crime that is related to the duties and responsibilities of the desired position. (For example, an applicant has applied for a position as Accounting Clerk, but was convicted of embezzlement.)

Application forms, when submitted, become the property of the Town along with any documentation attached by the applicant.

Section 305 - Examinations

Examinations shall consist of selection techniques which will assist the Town in assessing the qualifications of the candidates and include, but are not limited to, achievement and aptitude tests, other written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical and psychological tests, electronic truth measuring tests or any combination of these or other tests.

Appointments to the Town service to positions which include driving a vehicle shall be subject to verification of an appropriate driver's license and satisfactory driving record.

In case of vacancy in a position requiring peculiar and exceptional qualifications of a scientific, professional or expert nature, or in other unusual circumstances, and upon satisfactory evidence that competition is impractical and that the position can be best filled by the selection of some designated person of recognized attainments, the Personnel Officer may recommend suspension of competition to the Town Manager or designee, who shall make the final determination.

Section 306 - Promotional Opportunities

Promotional opportunities shall be made known to Town employees through the distribution of position announcements and/or other appropriate means. Qualified Town employees may submit applications for consideration for promotional opportunities. Except as otherwise approved by the Town Manager, only Town employees who have completed the initial probationary period may be considered for promotion.

Section 307 - Employment Lists

When the recruitment testing and interview process has been completed for a position, a certification list shall be developed which shall note the person(s) to be hired for the vacancy and other candidates deemed to be qualified to be hired for future vacancies. Normally, certification lists shall remain in effect for six months, but may be extended by the Personnel Officer for up to one year. Certification lists may be used for position openings in classifications with similar duties and responsibilities as determined by the Personnel Officer.

Section 308 - Underfilling Positions

When deemed appropriate and recommended by the department director in consultation with the Personnel Officer and approved by the Town Manager, an approved budgeted position in the Town service may be underfilled by hiring an applicant to fill the position in a classification with a lower pay range than the approved budgeted position.

Section 309 – Criminal Background Check

All finalist candidates for any paid Town position shall undergo a criminal background check (per Town Code § 31.071).

ARTICLE IV - PROBATION

Section 401 - Period of Initial Probation

Every classified employee shall work satisfactorily for a period of probation in order to satisfy the requirements for regular employment in the Town service. The period of initial probation shall consist of twelve months of work. The initial probationary period may be extended for a 90-day period at the request of the department director and upon approval of the Town Manager. Under unusual circumstances where the department director judges it advantageous to further assess an initial probationary employee's work performance and suitability for continued employment, one additional 90-day extension may be granted upon approval of the Town Manager.

Time taken on sick leave, approved leave without pay or leave as a result of a workers' compensation claim not in excess of 30 calendar days shall be included as creditable time to the probationary employee. Employees in the initial probationary period are eligible to use accrued sick leave time as it is earned, and accrued vacation leave time after completing six months of the initial probationary period.

Section 402 - Appointment Following Initial Probationary Period

Prior to the end of the initial probationary period, the department director shall submit to the Personnel Officer a performance review of the probationary employee. A satisfactory performance review and affirmative recommendation by the department director, with approval of the Town Manager, shall confirm a probationer to regular status with the Town.

Section 403 - Rejection of Probationer

During the initial probationary period, an employee may be dismissed at any time without notice, without cause and without the right of appeal.

Section 404 - Promotion/Transfer Probationary Period

When an employee is promoted or transferred, that employee shall serve a probationary period in the new position of twelve months. Prior to the end of the twelve-month period, the department director shall submit to the Personnel Officer a performance review of the promoted or transferred employee. An employee who has been promoted or transferred and is given an unsatisfactory evaluation at the end of the promotion/transfer probationary period may be returned to his/her former position or another similar position if vacant, or otherwise handled as

provided in this Policy. The department director may waive the transfer probationary period with the approval of the Town Manager. An employee who is promoted and successfully completes the promotional probationary period shall have his/her annual merit review anniversary date changed to that date. The annual merit review anniversary date does not change for an employee who successfully completes a transfer probationary period.

Section 405 – Demotion Probationary Period

When an employee is demoted, that employee shall serve a probationary period in the new position of twelve months. Prior to the end of the twelve-month period, the department director shall submit to the Personnel Officer a performance review of the demoted employee. The annual merit review anniversary date does not change for an employee who successfully completes a demotion probationary period. An employee who has been demoted and is given an unsatisfactory evaluation at the end of the demotion probationary period may be dismissed from the Town service or otherwise handled as provided in this Policy.

Section 406 - Special Review Period

An employee may be placed in a special review period at any time when the performance of the employee falls below acceptable levels. The normal term of a special review period shall be 90 days; a written evaluation and/or report is to be done at the end of this period to document the results of the special review period. Should the problems with an employee's performance not be corrected during this period, other action may be taken as provided in these rules.

ARTICLE V - PERFORMANCE EVALUATIONS

Section 501 - Purpose

The purpose of the performance evaluation system is to formally evaluate at least once each year the performance of every regular employee in the accomplishment of his/her assigned duties and responsibilities, to set and measure progress towards the achievement of goals and objectives, and to assist in targeting training and/or educational needs.

Section 502 - Administration

The Personnel Officer shall administer the performance evaluation system, subject to the direction of the Town Manager. Performance reviews shall be conducted:

1. Just prior to the end of the initial probationary period. This date becomes the employee's (performance) anniversary date.
2. Just prior to the end of a promotion probationary period. This date becomes the employee's (performance) anniversary date.
3. Just prior to the end of a transfer or demotion probationary period. The employee's (performance) anniversary date does not change.
4. Just prior to each annual (performance) anniversary date.
5. Whenever the department director or Town Manager so requires.

Section 503 - Rating and Reviewing

The performance reviews shall be documented on forms developed by the Personnel Officer. The rating authority shall be that person who directly supervises the work of the employee being rated. The reviewing authority shall be the department director but the function of review may be delegated to any other supervisor by direction. Each employee shall have an opportunity to review the rating with their supervisor. Notwithstanding the provisions of Article X, Section 1001 of this policy, an employee may respond in writing to any issue raised in the performance evaluation and such response shall be attached to the evaluation and be placed in the employee's personnel file. The Town Manager may direct the Personnel Officer to investigate the accuracy of ratings. Completed performance rating forms shall be submitted in a timely manner to the Personnel Officer who shall file each form in the employee's personnel file.

ARTICLE VI - CLASSIFICATION, COMPENSATION AND BENEFITS

Section 601 - Position Classification Plan

The Personnel Officer or other designee of the Town Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and, after consultation with the directors of departments affected, shall develop a classification plan for such positions. The classification plan shall consist of classes of positions in the Town service defined by class specifications including job titles. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class and the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class. The plan shall be amended from time to time as the duties, responsibilities and employment conditions change. Each position classification shall be evaluated in light of applicable laws and regulations and shall be designated as either “exempt” or “non-exempt” under the provisions of the Fair Labor Standards Act as they pertain to calculation of overtime liability.

Section 602 - Class Specifications

The Personnel Officer shall maintain copies of current specifications for all classifications in the classification plan. When a new classification is created or when a current classification is determined to be obsolete, the classification plan shall be amended accordingly.

Section 603 - Reclassifications

When the scope of the duties and responsibilities of a position have changed materially so as to necessitate reclassification, such position shall be analyzed by the Personnel Officer and recommendations submitted to the Town Manager to reclassify the position to a more appropriate class (if justified), whether new or existing. An employee may initiate a classification review request through the department director. Consideration of reclassifications will normally be done through the annual budget process.

Section 604 - Compensation Plan

The Personnel Officer or other designee of the Town Manager shall prepare a pay plan covering all positions in the classified service. In arriving at compensation rates or ranges, consideration shall be given to the prevailing rate of pay and consideration of working conditions for

comparable work, to suggestions of a department director, to the Town's financial condition and policies, and to all other relevant factors.

Section 605 - Pay Ranges

Each classification shall be assigned to a pay range that through the application of other provisions of this Policy is deemed appropriate. Each employee may be advanced through the pay range on the basis of performance until the end of the pay range is reached. Advancement through the pay range shall be subject to the recommendation by the employee's department director through the formal performance evaluation system and approval of the Town Manager, subject to available, allocated funding.

Section 606 - Performance Increases

Town employees shall be eligible for consideration for performance-based pay increases as follows:

1. Upon successful completion of the initial probationary period.
2. On or about the end of each 12-month period of service after completion of the initial probationary period to be granted on the (performance) anniversary date based on the performance evaluation. Such increases shall not be automatic but shall depend on increased service value of an employee to the Town as exemplified by the recommendation of the supervisor, performance record, special training undertaken or other pertinent evidence.
3. Upon successful completion of a promotional probationary period. Such date becomes the employee's new (performance) anniversary date.
4. At other times as may be approved by the Town Manager.

Section 607 - Range Adjustments

When it is determined that the pay range assigned to a particular classification is no longer appropriate due to changes in market conditions or duties and responsibilities of the classification, the Personnel Officer shall be notified of such changes and conduct a review of the range assigned to the particular classification. If it is determined that the pay range assigned to the classification is either too high or too low, the Personnel Officer shall make a recommendation for change to the Town Manager and if approved, the classification shall be moved to the recommended pay range. Affected employees shall be moved to a position in the new pay range as determined by the Personnel Officer. Performance evaluation dates shall not change for affected employees as a result of a range adjustment. Considerations of range adjustments will only be done in conjunction with the annual budget process, and require approval of the Town Council.

Section 608 - Temporary Assignments

Upon the recommendation of the department director and approval of the Town Manager, an employee may be assigned on a temporary basis to a position in a classification of a higher pay range, either in the employee's department or another department. For such temporary assignments which are intended to be more than 30-days in duration, the employee may be compensated at a higher rate of pay during the assignment as may be approved by the Town Manager. The Town Manager may assign an employee to work in his/her classification in a different department on a temporary basis as deemed necessary.

Section 609 - Overtime Policy

It is the policy of the Town of Florence to avoid the necessity for overtime whenever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements, or due to scheduling issues, and supervisory personnel are responsible for the advance planning required to minimize the need for overtime. Necessary overtime shall be authorized by the appropriate supervisor prior to being worked. Compensation for overtime worked, whether through cash payment or the use of compensatory time off in lieu of cash payment, shall be made in accordance with applicable laws and regulations. Overtime shall be calculated to the nearest one-quarter hour of time worked. Refusal of an employee to work overtime when requested without good cause may be cause for disciplinary action.

It shall be the general policy of the Town to pay overtime compensation for all Town employees required to work overtime hours. Town department directors or their designees may at their discretion, however, decide to grant compensatory time to employees who work overtime provided there is a clear understanding between the supervisor and the employee that compensatory time is being granted instead of paid overtime, prior to the overtime being worked. In certain situations, a department director (with the approval of the Town Manager) may determine that all overtime worked by a specific employee or class of employees, or a specific type of overtime worked, will be compensated with compensatory time off instead of with paid overtime. In these cases, documentation shall be drafted indicating agreement to this arrangement by the department director and the employee, and all overtime worked by such employee, or in such specific type of situation, shall be compensated with compensatory time.

All non-worked hours, such as sick leave, vacation leave, holiday time, compensatory time taken, standby time, jury duty hours, and military leave hours, shall be deducted from the total hours worked in a designed work period prior to the overtime liability calculation, except as provided in Section 610 of this Policy.

Section 610 - Call-Back Policy

The call-back procedure is established to provide for situations where it is determined that a non-FLSA-exempt employee must be called to duty outside of his/her normal working hours.

If an employee is called out to work as noted above, the employee will automatically receive credit for two hours worked calculated at one-and-one-half times the employee's regular hourly rate, regardless of the duration of the call out. Once the employee works more than two hours, time credited will be the actual time worked, calculated at one-and-one-half times the employee's regular hourly rate. This provision does not apply to scheduled overtime, scheduled tasks performed outside normal working hours, holidays worked or call-back time that overlaps the employee's regular work hours (either being called in early for a shift/workday or held-over at the end of a shift/workday). Subsequent calls received to perform work within two hours of the start time of an initial call-back will be compensated as an extension of the initial call, not as a new call. Refusal of an employee to respond to a call-out without good cause may be cause for disciplinary action.

Section 611 – Stand-By Policy

The stand-by policy is established to provide for situations where it is determined that a non-FLSA-exempt employee may be required to be placed on stand-by for duty. Stand-by duty is restricted to employees qualified to perform specialized emergency services. Stand-by duty pay shall not be available in situations where tasks must be performed on a scheduled basis outside of normal work hours. The appropriate department supervisor shall maintain a stand-by roster of qualified personnel for stand-by duty. Such duty shall be allocated fairly to qualified employees on the stand-by list based first on those employees who volunteer to be put on stand-by duty, and secondly by assignment on a rotational basis if an insufficient number of qualified employees volunteer to be put on stand-by duty. Employees on stand-by status must maintain a physical readiness to respond, be able to respond in an appropriate time frame, and be accessible to receive a call-out by pager or telephone.

Stand-by duty will be paid at \$20 per day for each day or shift of assignment. An employee who is called to perform services will be compensated as outlined in Section 610 – Call-Back Policy.

Section 612 - Clothing Allowances, Uniforms and Expense Reimbursement

Clothing allowances and uniform privileges shall be approved by the Town Manager. The Town Manager shall have the authority to establish administrative regulations providing for the reimbursement to employees of necessary expense incurred while engaged in Town business including approved travel and conference expenses.

Section 613 - Other Benefits

Town employees shall receive additional benefits as approved by the Town Manager and (as appropriate) the Town Council, or as might be mandated by law, such as health insurance, worker's compensation coverage and retirement benefits.

Section 614 – Work Period Designation

The standard work period for all employees shall be seven consecutive days commencing at 00:01 a.m. on Saturday and ending the following Friday at midnight. Work periods for individual employees or classes of employees may be otherwise designated in writing (such as those employees who qualify under the Section 207k provisions of the FLSA).

Section 615 – Workplace Accommodation

The Town of Florence shall comply with the provisions of the Americans With Disabilities Act and its amendments.

ARTICLE VII - PROMOTION, TRANSFER AND DEMOTION

Section 701 - Promotion

Insofar as consistent with the best interest of the Town, vacancies in the Town service shall be filled by promotion from within, after consideration is given to all interested, qualified employees. Promotional opportunities are open to employees who have completed the initial probationary period and who meet the additional job requirements, except as may be approved by the Town Manager. Upon promotion, the employee shall be moved to a position in the pay range assigned to the new position as recommended by the Personnel Officer and approved by the Town Manager or designee. The annual evaluation date shall be changed to reflect the successful completion of the promotional probationary period.

Section 702 - Transfer

With the approval of the Town Manager, an employee may be transferred from a position in one department to a position with the same pay range in another department. The annual performance evaluation date of the employee normally does not change in a transfer.

Section 703 - Demotion

A demotion may either be voluntary or involuntary, as approved by the Town Manager. A demotion occurs when an employee is moved to a classification assigned to a lower pay range than that currently held by the employee. In the case of a demotion, the employee's annual performance evaluation date normally does not change.

ARTICLE VIII - LEAVE

Section 801 - Holidays

The following days have been established as paid holidays for full-time Town employees:

New Year's Day	Columbus Day
M.L. King Jr./Civil Rights Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Other days as may be set by the Town Council

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. An employee must be in authorized pay status on the working day immediately preceding the holiday and the working day immediately following the holiday in order to receive pay for the particular holiday.

Employees, except members of the police and fire departments which are staffed on a 24-hour basis, shall not be required to be on duty on holidays unless the employee's service is needed and required in the interest of public health, safety or general welfare. Should a holiday fall on an employee's regularly scheduled day off, every effort should be made to give the employee a regular work day off to compensate. Where that is not possible or practical, employees may be paid holiday pay. Holiday pay shall be paid as regular hours equivalent to the employee's regular shift, not to exceed eight hours, and shall not be included in any calculation for overtime liability.

Section 802 - Vacation Leave

Vacation leave is provided to regular full-time employees of the Town on the following accrual schedule:

For All Employees Except Fire Department Employees Working Shift Work:

1 month through 4 years service.....	8 hours per month
5 years through 9 years service.....	10 hours per month
10 years through 14 years of service.....	13.34 hours per month
15 or more years service.....	16.67 hours per month

For Fire Department Employees Working Shift Work:

1 month through 4 years service.....10.6 hours per month
5 years through 9 years service.....13.25 hours per month
10 years through 14 years of service.....17.67 hours per month
15 or more years service.....22.08 hours per month

Upon completion of six months of service in the initial probationary period, vacation leave may be taken subject to available accrued leave. Part-time, temporary, on-call and seasonal employees are not eligible to accrue vacation time.

Accrued vacation leave may be carried over from year to year, subject to an accrual limitation of two times the amount which could be earned in twelve months of service, as illustrated below:

For All Employees Except Fire Department Employees Working Shift Work:

1-4 years of service	192 hours of carry-over allowed
5-9 years of service	240 carry-over hours allowed
10-14 years of service	320 carry-over hours allowed
15+ years of service	400 carry-over hours allowed

For Fire Department Employees Working Shift Work:

1-4 years of service	254 carry-over hours allowed
5-9 years of service	318 carry-over hours allowed
10-14 years of service	424 carry-over hours allowed
15+ years of service	530 carry-over hours allowed

All vacation leave accrued in excess of the accrual limitation shall be forfeited at the end of the pay period which includes December 31st of each year. The Town Manager may consider and approve exceptions to this limitation on a case-by-case basis, as recommended by the Personnel Officer. Holidays are not counted toward vacation days. A maximum of 40 hours of sick leave may be converted to vacation leave on an annual basis, as provided in Section 803.

Employees who have satisfactorily completed the initial probationary period and who terminate employment shall be paid for all unused accrued vacation leave. However, no more than 400 hours of vacation leave (maximum allowable accrual) shall be paid upon separation from employment. Vacation leave shall be scheduled by the department with due regard to the requirements for service delivery and the employee's wishes. Requests for vacation leave shall be made by the employee far enough in advance to allow planning for the absence. Vacation leave must be taken in increments no smaller than one-half hour.

Section 803 - Sick Leave

Sick leave with pay is granted to all probationary and regular full-time employees in the Town service. Part-time, temporary, paid-on-call, and seasonal employees are not eligible to accrue sick leave. Sick leave shall not be considered a right but rather is a privilege and shall be allowed only:

1. in case of actual personal sickness or disability of an employee, or
2. the employee's incapacity due to pregnancy/childbirth; or
3. for employee medical or dental appointments; or
4. in cases where the presence of the employee for assistance or care is required for a relative (as defined in Section 203), subject to a three-day limitation per occurrence.

Sick leave shall accrue at the rate of eight hours per month for all regular full-time employees. Unused accrued sick leave may be carried over from year to year, subject to an accrual limitation of 960 hours.

Sick leave must be taken in half-hour increments, or as otherwise provided in departmental policy to ensure adequate shift coverage. Town employees are not compensated for any unused accrued sick leave upon separation from the Town service. Misuse or abuse of sick leave is cause for disciplinary action as provided in these rules. Any employee who has exhausted available sick leave may substitute accrued vacation leave.

In order to receive compensation while absent on sick leave, the employee shall notify the appropriate supervisor at least one hour before the normal starting time for the employee. Failure to do so will result in the employee being considered absent without approved leave. When absence is for three working days or less, the employee may be required to file written documentation from the treating physician verifying the existence of the illness or injury and its beginning and expected ending dates, and/or approving the employee's return to work. For all sick leave absences exceeding three working days, the employee shall provide written documentation from the treating physician verifying the existence of the illness or injury and its beginning and expected ending dates, and/or approving the employee's return to work.

In the event that a paid holiday falls during a period when an employee is on approved paid sick leave, the holiday shall not be charged against the employee's accrued sick leave. In the event an employee becomes sick or has an accident during paid vacation leave, the time may be charged to accrued sick leave (subject to proper medical documentation).

Non-exempt employees who are not at the vacation-leave accrual maximum and who have used less than 40 hours of sick leave during the calendar year shall be eligible to voluntarily convert up to 40 hours of sick leave to vacation leave on an hour-for-hour basis, such conversion to take place at the end of the pay period which includes December 31st of each year, except that no sick leave conversion will be allowed if it would result in the employee being over the vacation leave accrual limit at the time of the transfer. In addition, an employee must have a minimum sick

leave accrual balance of 80 hours in order for the transfer to take place. Eligible employees must submit a written request to participate in the leave-transfer option.

The Town of Florence shall comply with the provisions of the Family & Medical Leave Act of 1993 and its amendments, and the National Defense Authorization Acts of 2008 and 2010 and its amendments. The Town of Florence shall use a rolling 12-month period to calculate FMLA eligibility, except that for leave taken to care for a covered military service member with a serious injury or illness, the “single 12-month period” provided by law begins on the first day the eligible employee takes FMLA leave to care for the covered service member and ends 12 months after that date. In addition, all available paid leave time taken will be counted toward the FMLA leave entitlement.

Section 804 - Sick Leave In Relation To Workers’ Compensation

Employees are insured by the Town under the provisions of the Arizona Workers’ Compensation statutes, for on-the-job injuries and illnesses. It is mandatory that every job-related injury or illness, regardless of severity, be reported immediately to the employee’s supervisor.

Under workers’ compensation law, medical expenses are paid for a covered injury or illness. Compensation is paid for lost-time injury or illness if disability extends beyond a seven-day period. If the absence extends beyond 13 days, compensation is made retroactive to the date of injury or illness. An employee who is receiving workers’ compensation benefits may use unused accrued sick leave to make up the difference between the workers’ compensation payments and the current hourly rate of pay, except as otherwise provided in state law. If the employee has exhausted all available sick leave, available accrued vacation leave may be used. Except as provided by law, in no case is the employee to be compensated in such a way as to receive more than his/her normal rate of pay.

Section 805 – Physician’s Excuse/Release

A certification from a licensed physician or practitioner allowing an individual to return to work is required for any absence of more than three working days, due to illness or injury, or when it is determined by the employee’s supervisor, department director or the Personnel Officer that one is necessary to establish that an employee is fit to perform his/her duties and/or to verify the validity of sick leave taken.

Section 806 - Special Leave for Family Death

Upon documentation that a relative (as defined in Article II, Section 203) has died, an employee may be granted a leave with pay, not to be charged to any accrued sick leave or vacation leave, for a period not to exceed three consecutive calendar days. An additional two consecutive

calendar days may be granted if out-of-state travel is necessary. Absences exceeding the above shall be charged to accrued vacation leave.

Section 807 - Military Leave

Military leave shall be granted in accordance with the provisions of Federal and/or State law. All employees entitled to military leave shall give their supervisors an opportunity, within the limits of military regulations, to determine when such leave may be taken. The Town of Florence shall comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, and its amendments.

Section 808 - Jury Leave

Every employee of the Town who is required to serve as a juror shall be entitled to leave not charged to any accrued leave during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee will be paid their regular compensation and any payment received from the court shall be remitted to the Town, except travel pay, for such duty. Employees subpoenaed to testify as witnesses in criminal or civil cases shall be entitled to the same benefit as employees called as jurors.

Section 809 - Leave Without Pay

Regular full-time and regular part-time Town employees may request a leave without pay in a situation where there is no paid leave time available to the employee. An employee desiring leave without pay shall make a written request to the department director setting forth the request and the length of time requested. Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave without pay to report promptly upon expiration of the leave shall be considered to have abandoned his/her position and shall be separated from the Town service.

An employee on leave of absence without pay shall receive no compensation and shall accumulate no vacation or sick leave while on such leave, or shall receive no other benefits except as may be provided by law. The term of a leave of absence without pay shall not exceed 180 calendar days. The Town of Florence shall comply with the Family & Medical Leave Act of 1993 and its amendments.

Section 810 – Special Paid Leave

Special leave with pay may be granted by the Town Manager or designee, in emergency situations such as weather, natural disaster, fire; or in a declared state of emergency or disaster; or as determined by the Town Manager in any other special circumstance.

Section 811 - Vacation Leave Donation Program

The Vacation Leave Donation Program is established to allow a qualified employee who has exhausted all his/her paid leave hours a means of financial assistance through the contributions of vacation leave hours from fellow employees. A qualified employee is any full-time probationary or regular Town employee who has a personal catastrophic illness or injury occur to him/her for which leave time taken (if any was available) would qualify under Section 803 above, and who has exhausted all paid leave hours. Examples include, but are not limited to, heart attack, cancer or serious car accident. Only employees who have completed the initial probationary period will be allowed to donate unused accrued vacation time under this Program. Donating employees may only donate vacation leave time in one-hour increments. An employee needing the benefits of this Program must make the need known to his/her supervisor. That supervisor and/or the department director may make the donation need known to other members of the department and other Town employees through appropriate means, as determined by the supervisor and/or department director. The Personnel Officer shall prepare appropriate forms to document vacation leave donation authorization to ensure proper record keeping. Donated accrued vacation leave will be transferred on a straight hour-for-hour basis to the recipient employee's sick leave balance as needed. The tax liability associated with the donated leave will be the responsibility of the recipient. All leave donations will be voluntary and no employee may intimidate, threaten or coerce any other employee with respect to donating or receiving leave under this program.

ARTICLE IX - DISCIPLINARY ACTION AND RULES OF CONDUCT

Section 901 - Purpose

The orderly and efficient operation of the Town's business requires that employees maintain discipline and proper personal standards of conduct at all times. Maintaining proper conduct and job performance is necessary to protect the health and safety of all employees and others, to maintain uninterrupted productivity and to protect the Town of Florence's good will and property. The general responsibilities of all employees as outlined elsewhere in this policy, along with specific job responsibilities, must be performed properly to ensure our success. If inappropriate behavior or poor job performance is observed, employees may be warned and counseled about the need to refrain from similar conduct in the future. However, such steps are not required and termination may immediately occur. Disciplinary action may take the form of counseling, admonishment, reprimand, demotion, suspension or dismissal. For the purposes of this Article, "day" means a calendar day unless otherwise expressed. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the Town of Florence, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the Town of Florence. The Town Manager is the final authority on all matters related to employee discipline.

Section 902 - Reasons for Disciplinary Action

Grounds for disciplinary actions include but are not limited to the following. This listing is not all inclusive. Other work rule violations or other actions which reflect poorly on the employee or the Town may also subject an employee to disciplinary action, up to and including termination from Town employment. This list only illustrates the type of inappropriate actions which may result in disciplinary action:

1. Incompetence, ineffective or substandard work performance, inattention to or dereliction of assigned duties and responsibilities.
2. Abusive attitude, language or conduct; or insubordination.
3. Negligence or carelessness
4. Any conduct resulting in injury to employees, wards of the Town or members of the general public.
5. Violation of any Town law, rule, regulation or policy, or any State or Federal law.
6. Conviction of a criminal offense.
7. Being found to be using, possessing, selling or transferring alcohol or illegal drugs on duty (including "medical marijuana" even if in possession of a legally-issued medical marijuana card); being found to be under the influence of alcohol or non-prescribed drugs while on duty, or at such a time as it could impact the employee's work performance or the safety of others; being found to be under the influence of prescribed drugs while on

duty when such legal use negatively impacts the employee's work performance or the safety of the employee and/or others.

8. Damaging Town property.
9. Absence from work without approved leave.
10. Failure to report for duty as scheduled.
11. Use of Town property for personal purposes without prior authorization.
12. Violation of the conflict of interest policy.
13. Abusing sick leave, workers compensation leave, or malingering.
14. Engaging in a strike or other similar organized employment action.
15. Engaging in any conduct, on or off the job, that might bring discredit to the Town service.
16. Falsification of Town records or other documents.
17. Falsification of the employment application or other employment records.
18. Engaging in any discrimination, sexual harassment or any other unlawful employment practice.
19. Failure to properly report an accident involving Town property or potential Town liability.
20. Violation of the violence in the workplace policy or the weapons in the workplace policy.
21. Revocation, suspension or loss of any certification or license when such certification or license is a mandatory requirement for the position.
22. Failure or refusal to obey a lawful order.
23. Engaging in prohibited political activity.
24. Any other action or inaction, malfeasance or misfeasance by any City employee which, in the Town's sole discretion, warrants disciplinary action.

This list does not apply to employees who are deemed "at will" including but not limited to, probationary employees who may be terminated at any time, with or without cause and with or without notice.

This list is not an exclusive list of grounds or "good cause" for termination from the Town service. For employees who may only be terminated for good cause, the Town retains the right to terminate any employee for any reason it deems to constitute good cause.

Section 903 - Administrative Suspension

The Town Manager (or his/her designate in a given case) may suspend an employee with pay (administrative leave with pay) pending an investigation or for any other reason as the Town Manager may deem appropriate. An administrative suspension with pay is not considered a disciplinary action in and of itself, and is not subject to the grievance or appeal procedures.

Section 904 - Levels of Disciplinary Action Imposed

The Town may impose disciplinary action as appropriate under the given facts and circumstances. The decision as to what level of discipline to impose is the sole and exclusive decision of the Town. The Town Manager will have the final authority as to whether a particular level of discipline is appropriate in any given case. The following factors may be considered, if appropriate, in determining which level of discipline will be imposed in a particular case:

1. The seriousness of the offense.
2. The employee's work history and prior disciplinary actions.
3. Prior warnings or notice to the employee of the inappropriateness of the conduct.
4. The employee's longevity (or lack thereof) with the Town.
5. The exposure or liability risk to which the employee's conduct exposes the Town.
6. The Town's treatment of other similar cases in the past.

This list is not intended to be all-inclusive, nor is it intended to list the factors in any particular order of priority or importance. Other factors may be considered in a particular case in deciding an appropriate disciplinary action. Nothing in this policy shall be interpreted or construed as requiring the application of "progressive discipline" in any circumstance or set of circumstances. It is the sole and exclusive decision of the Town to choose and apply whatever level of disciplinary action it deems appropriate to any given circumstance or set of circumstances.

Section 905 - Levels of Disciplinary Action Available

1. Counseling – Counseling is informal disciplinary action and is intended to point out problems and outline suggestions for resolution of those problems to employees. Counseling may take the form of verbal warning or counseling, written warning or counseling, or verbal or written performance improvement recommendations.
2. Admonishment - An admonishment is the least severe formal written disciplinary action and is intended to formally point out problems and outline suggestions for resolution of those problems to employees. An admonishment shall be in writing and a copy shall be forwarded to the Personnel Officer for insertion in the employee's personnel file
3. Reprimand - A reprimand may be issued by a department director or a designated representative to an employee for an offense not serious enough for suspension, demotion or dismissal. A reprimand shall be in writing and a copy shall be forwarded to the Personnel Officer for insertion in the employee's personnel file.
4. Disciplinary Suspension – A department director, with the approval of the Personnel Officer, may suspend an employee for up to two (2) days at any time for disciplinary reasons. The Town Manager may suspend an employee without pay for three (3) or more days at any time for disciplinary reasons. Exempt employees may not be suspended

without pay for disciplinary reasons for a period of time less than one day.

5. Disciplinary Demotion - Town Manager may demote an employee whose ability to perform required duties falls below the minimum job requirements or for disciplinary reasons. A demoted employee shall be placed in the pay range assigned to the classification to which the employee is demoted as recommended by the Personnel Officer and approved by the Town Manager. To be subject to appeal, a demotion must involve a loss of pay. Final authority for demotions rests with the Town Manager.
6. Disciplinary Dismissal - The ultimate step in any disciplinary action is dismissal from the Town service. Final dismissal authority rests with the Town Manager.

Section 906 – Pre-Suspension/Demotion/Dismissal Due Process

A department director who plans to recommend to the Town Manager that a regular employee be suspended for more than two (2) days, demoted, or dismissed, shall first provide notice to the employee of the intent to make the recommendation to the Town Manager. The notice shall include all of the facts upon which the disciplinary action is based. The employee will be allowed three working days to respond either orally, in writing, or both, giving cause why the recommendation should not be made. If the employee responds, the department director will first carefully evaluate the information provided by the employee, then either proceed with the recommendation to the Town Manager, or take other, lesser action as may be deemed appropriate. If the employee does not respond, the department director may proceed to make the recommendation to the Town Manager without further delay.

ARTICLE X - GRIEVANCES AND APPEALS

Section 1001 - Grievance Procedure

1. Matters Subject To Grievance - If an employee believes that (1) the Town, through its managers or supervisory personnel, violated, misinterpreted, or misapplied one of its express policies, regulations, administrative rules, state laws or federal laws, and (2) the grieving employee was negatively affected by the alleged violation or misinterpretation, or misapplication, then the Town employee may file a grievance. No other matters are subject to a grievance.

For the efficient operation of the Town, should a employee have an issue that is subject to this Grievance Procedure and also concurrently have an issue that is subject to the Appeal Procedure, the Town Manger may, in his/her discretion, after the employee's timely submittal of appropriate forms, order all matters to be decided pursuant to the Town's Appeal Procedure in one proceeding by so notifying the Town employee. Issues relating to employee performance evaluations, compensation/classification, and informal disciplinary actions (including counseling) are not matters subject to grievance under the provisions of this policy.

2. Grievance Procedure

Step One-*Informal Level* - An employee who has a problem or complaint subject to the Grievance Procedure must first immediately try to settle the matter through discussion with the immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee may discuss the matter with the next level of supervisor or the department director. Employees are obliged to make good faith efforts to resolve any dispute informally at the lowest possible level before proceeding up the chain of command or proceeding to the next steps in the Grievance Procedure. The employee must act expeditiously at all times to comply with the time lines set forth in this Grievance Procedure.

Step Two-*Written Grievance* - If the grievance is not resolved at the informal level, the employee may proceed to the second step of the procedure by writing the grievance, using the Town of Florence Employee Grievance Form. No writing shall be considered a grievance under this procedure unless it is submitted on the Town's form, is fully completed, and is submitted to the department director to whom the employee's department reports, within fifteen (15) working days following the incident about which the employee wishes to complain. The employee's written grievance must contain, at a minimum, the following information:

- A. An identification of the policy, regulation, administrative rule, state laws or federal laws that the employee believes the Town, through its managers or supervisory personnel, violated, misinterpreted, or misapplied;

- B. How the employee was negatively affected by the alleged violation or interpretation; and
- C. The employee's requested relief or remedy.

Upon receipt of a written grievance as defined by this section, the department director shall respond to the employee's written grievance in writing within five (5) working days of receipt of the grievance.

The employee may proceed to Step Three of this Grievance Procedure only under the following circumstances:

- A. The department director did not grant the employee's relief requested and the employee is dissatisfied with the department director's response; or
- B. The department director did not provide the employee with a written response within five (5) working days of the employee's grievance.

Step Three-Town Manager Decision - An employee who is eligible to proceed to Step Three of the Grievance Procedure (as set forth in Step Two) may submit a copy of his or her original written grievance, as well as the department director's written response (if any) to the Town Manager within five (5) working days of the department director's written response. The papers should be submitted to the Town Manager with a cover memo explaining that these documents are submitted to the Town Manager pursuant to Step Three of the Grievance Procedure. The employee may state in the cover memo the reason(s) the employee is dissatisfied with the department director's response to the grievance, if applicable, but may not add any additional or extraneous matters that were not considered by the department director in rendering his or her decision on the grievance.

Upon receipt of an employee's grievance pursuant to this procedure, the Town Manager may, in his/her sole discretion, decide to:

- A. Rule on the employee's grievance; or conduct further investigation and then rule on the employee's grievance; or
- B. Hold a meeting with the employee and/or any other person to gather more facts before ruling on the employee's grievance; or
- C. Appoint a Hearing Officer to conduct a hearing to consider the grievance and make a recommendation to the Town Manager; or
- D. Take some other action on the grievance as he/she, in his/her sole discretion, deems appropriate under the circumstances.

The Town Manager shall issue a written decision on the grievance. The decision of the Town Manager on any grievance is final and binding for all purposes.

Employees who habitually misuse or abuse the Grievance Procedure, or who repeatedly attempt to invoke the Grievance Procedure for matters that are not subject to grievance may, at the discretion of the Town Manager, be barred from using the procedure for a period of time as may

be deemed appropriate by the Town Manager under the facts of any particular case, and/or be subject to disciplinary action as provided in these rules.

Section 1002 - Appeal Procedure

1. Purpose - The purpose of the Town's Appeal Procedure is to provide an internal mechanism by which employees may challenge a decision imposing a disciplinary suspension of more than two (2) days, a disciplinary demotion or disciplinary dismissal. The Appeal Procedure is designed to provide due process for all employees who are deemed to have a significant property interest in their employment with the Town of Florence. Employees who are considered to be "at will" by either the nature of their employment relationship with the Town or because they are terminated during the initial probationary period are not eligible to utilize this procedure to appeal a dismissal from the Town service.

This Appeal Procedure provides the exclusive remedy for any challenge that an employee was suspended for more than two (2) days, demoted or dismissed in violation of Town rules, ordinances, personnel policies or state or federal law. Therefore, any claim that an employee may wish to raise challenging a disciplinary action suspension of more than two (2) days, disciplinary demotion or disciplinary dismissal must be raised by following the procedures set forth in this policy, or it will be deemed waived. The decision made pursuant to this procedure is final and binding resolution of any issues raised for all purposes.

2. Matters Subject To Appeal - The only matters which may be appealed pursuant to this procedure are decisions imposing a disciplinary suspension (without pay) of more than two (2) days, disciplinary demotion or disciplinary dismissal (hereafter referred to as "appealable disciplinary actions"). Other matters which the employee contends *constructively* constitute a disciplinary suspension, disciplinary demotion or disciplinary dismissal must also be appealed pursuant to this procedure. Issues relating to employee performance evaluations and classification/compensation are not matters subject to appeal under the provisions of this policy.
3. Appeal Procedure – An eligible employee who wishes to commence an appeal of an appealable disciplinary action must submit a written request for an appeal to the Town Manager. Once an employee has been notified that he/she has been suspended without pay for more than two (2) days, has received a disciplinary demotion, or disciplinary dismissal, this Appeal Procedure must be invoked within ten (10) calendar days of the imposition of an appealable disciplinary action or the employee waives his/her right to appeal and any other remedy which may otherwise be available.

The employee must file a written request for an appeal of the appealable disciplinary action on the Town's Employee/Former Employee Appeal Form, setting forth the following items:

- A. Identification of the action that the employee contends was an appealable disciplinary action, including the effective date of the action;
- B. The reason(s) that the employee contends the imposition of the disciplinary action at issue was not appropriate in this case, by reference to facts, documents, other evidence or legal arguments; and
- C. The employee's relief requested.

Upon receipt of the written appeal request, the Town Manager shall appoint a Hearing Officer, who shall determine all administrative and scheduling issues relating to the appeal, and who will preside at the hearing. The Hearing Officer shall be responsible for scheduling the appeal hearing, and shall set a date and time for the hearing which is no later than sixty (60) calendar days after submittal of a valid Appeal Form. The Hearing Officer or his/her designee will notify the Town and the appellant of the scheduled date, time and place for the hearing. ARS Section 38-1101 relating to appeals of disciplinary actions by law enforcement officers is herewith incorporated by reference and shall supersede the provisions of this article as appropriate.

No less than ten (10) calendar days prior to the date set for the appeal hearing, the appellant and the Town shall submit to the Hearing Officer a list of witnesses to be requested, exhibits and other evidence which the employee and the Town intend to present at the hearing. Exhibits which are documentary in nature shall be attached. The appellant and the Town shall provide each other copies of the information at the same time the information is submitted to the Hearing Officer.

At the hearing, the Town shall be represented by the Town Attorney or designee. The appellant may represent him/herself, or be represented by an attorney licensed to practice law in the State of Arizona, at the employee's sole cost. The appellant shall appear personally at the hearing. Ordinarily the hearing will not exceed four hours in length, with the Town and the appellant each being allowed two hours to present their cases, including opening remarks, examination and cross-examination of witnesses, and closing statements. The Town or the employee may petition the Hearing Officer for additional time based on the complexity of the facts of the case, the number of witnesses needed, or any other legitimate reason, and the Hearing Officer may grant additional time, with both parties receiving the same time extensions.

The hearing shall be conducted in closed session, unless the appellant requests in writing that the hearing be open to the public and the Hearing Officer grants such request. If the employee elects to have a public hearing, this option must be requested prior to the start of all proceedings, or the right to have a public hearing is deemed waived. A record of the hearing proceedings shall be made, either by audio or videotape or by a court reporter, at the sole discretion of the Town. The hearing shall be informal with the

technical rules of evidence not applying to the proceedings except the rule of privilege recognized by law. After each party has made a brief opening statement, testimony and evidence shall be presented with cross-examination by the opposing party. After completion, each side shall briefly sum up its respective case and the hearing is concluded.

The Hearing Officer shall issue a statement of findings and a recommendation to the Town Manager within fifteen (15) days of the hearing. The Hearing Officer may recommend the disciplinary action be upheld, reversed, or may recommend some other (lesser or greater) disciplinary action be applied. Within ten (10) calendar days of receiving the Hearing Officer's recommendation, the Town Manager shall issue his/her decision to accept, reject or accept with modification, the Hearing Officer's recommendation. The Town Manager's decision is final and binding.

All time limits herein listed may be extended by order of the Hearing Officer, and/or by mutual agreement of the appellant and the Town.

Section 1003 - Final and Binding-Exclusive Remedy

Any contention that the Town has failed to comply with any obligation it has made to an employee through its ordinances, personnel rules, or any other written or verbal commitments, must be raised pursuant to the Town's Grievance and Appeal Procedures, as set forth in these policies. Further, any contention that the Town has violated state or federal law in connection with any disciplinary suspension of more than two (2) days, disciplinary demotion or disciplinary dismissal must be raised in a timely manner pursuant to the Appeal Procedure, or it is deemed waived. The final decision rendered pursuant to the exhaustion of the Grievance and/or Appeal Procedure on any matter is a final and binding resolution of the issue for all purposes. Any failure of an employee to pursue any step of the grievance or appeal renders the last decision by the Town the final decision.

Section 1004 - Special Provisions-Sexual Harassment

Because of the nature of the offense and the individuals sometimes involved, special procedures are established to deal with problems involving sexual harassment. The Town of Florence prohibits sexual harassment by all employees at all levels. Sexual harassment is defined as being unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

An employee who feels that he/she is being subject to sexual harassment from anyone outside of Town employment should report such treatment to his/her supervisor. The supervisor shall take all necessary steps to remedy the situation and to report the complaint to the Human Resources Director. Any employee who feels he/she is being subject to sexual harassment from another Town employee or from a supervisor shall report the conduct and/or any incident to the department director, Town Manager or Human Resources Director. An investigation will be initiated and all such complaints will be treated in the strictest confidence except as necessary to investigate the allegation. After the investigation has been completed, the Town Manager will direct appropriate disciplinary action be administered to any employee found in violation of this policy.

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ARTICLE XI - LEAVING THE TOWN SERVICE

Section 1101 - Resignation

An employee wishing to leave the Town service in good standing shall file with his/her department director at least ten (10) working days before leaving the service, a written resignation stating the effective date.

The resignation shall be forwarded to the Personnel Officer for processing and upon receipt, the Personnel Officer shall prepare all appropriate release documents. Failure to comply with the provisions of this article shall be entered into the employee's personnel file and may be cause for denial of future employment with the Town. Department directors may waive the notice requirement. The effective date of the resignation is the last day the employee actually works, except in the case where the resigning employee has been on an approved leave of absence in which case the effective date of the resignation shall be the date the written notice is filed. Pay in lieu of notice for up to two weeks of regular pay may be awarded to regular full-time employees who have completed the initial probationary period, at the discretion of the Town Manager.

Employees leaving the Town service shall turn in all Town property and clear all debts to the Town prior to receipt of the final paycheck. An exit interview will be scheduled for each employee resigning in good standing from the Town service as a way of obtaining comments and suggestions for improvements to the Town service.

Section 1102 - Retirement

Eligible employees who retire from the town service shall file with the department director at least ten (10) working days prior to the effective date of retirement, a written notice stating the effective date of the retirement.

Employees leaving the Town service shall turn in all Town property and clear all debts to the Town prior to receipt of the final paycheck. An exit interview will be scheduled for each employee retiring from the Town service as a way of obtaining comments and suggestions for improvements to the Town service.

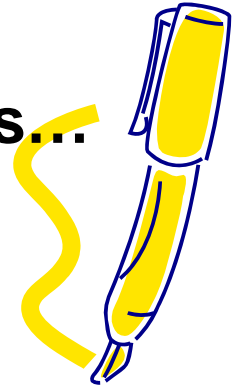
Section 1103 - Reduction In Force

The Town Manager may direct a reduction in force through layoff because of material changes in duties or organization, or shortage of work or funds. Whenever possible, employees to be laid off will be given a two-week notice. To determine which employee(s) are to be laid off, the

Town Manager may take into consideration length of continuous, regular service to the Town employee skills, certifications, training and job knowledge, employee job performance as determined by performance evaluations, and other factors as may be deemed appropriate.

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New Personnel Policy Highlights...



- Changes terminology of covered/uncovered employee to classified/unclassified, and amends classified list thereby giving grievance and appeal rights to a number of additional employee classifications.
- Provides some needed clarity to the provisions about employee political activity.
- Defines “relative” once for all applicable policy provisions.
- Provides some additional flexibility in the gifts/gratuities policy.
- Requires employees to report all arrests and criminal charges filed against them, along with criminal convictions.
- Changes COLA language to allow for position ownership within pay range.
- All secondary employment approvals expire at the end of each calendar year.
- Allows sick leave to be taken as accrued (during initial probationary period); also allows sick leave to be used in half-hour increments. Cleans up some confusing language in the current sick leave policy.
- Deletes “problem-solving process” in favor of additional clarity in grievance policy; clarifies appeal policy, mandates hearing officer to be used in all appeals.
- Rules on position announcements, applications, examinations, and registers are deleted
- Allows department directors in consultation with the Personnel Officer to impose an employee disciplinary suspension of up to 2 days.
- Requires transition of the following to administrative policies:
 - Drug-testing policy
 - Tuition reimbursement policy
 - Use of Town vehicle policy
 - Electronic mail & scheduling and internet-use policies
 - Training funding
 - Appointment of reserve police officer to regular position; police department promotions (move to Police Department SOPs)