

**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 7, 2014, 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

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

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

6. PUBLIC HEARING AND PRESENTATION

- a. Public hearing on an application for a zone change from Single-Residential Ranchette (R1-R) to Single-Family Residential (R1-6); and First Reading of Ordinance No. 609-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON THE REDSTONE RANCH PROPERTY LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 10 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AKA, APN 206-01-0230 (PZC-41-13-ZC).**

- b. Annual Report Presentation by Police Chief Daniel Hughes.**

- c. Proclamation of the Mayor declaring April 6 – 12, 2014, as the Week of the Young Child in Pinal County.**

- 7. 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. ***Proclamation of the Mayor declaring April 2014, as Fair Housing Month.**
- b. ***Approval of the resignation of Christine Reeder from the Parks and Recreation Advisory Board.**
- c. ***Approval of the sale of Town of Florence owned residential property, located at 745 S. Central, Florence, Arizona, Assessor Parcel Number 202-09-037D, to Deborah Bagnall, for \$61,444.00.**
- d. ***Approval of accepting the register of demands ending February 28, 2014, in the amount of \$2,180,934.30.**

8. NEW BUSINESS

- a. **Ordinance No. 607-14: First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, PINAL COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA, AND PROVIDING FOR A RESCISSION OF SUCH ANNEXATION IF THE ANNEXATION IS CHALLENGED (REDSTONE RANCH ANNEXATION NO. 2013-03).**
- b. **Ordinance No. 608-14: First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE “TOWN OF FLORENCE ZONING MAP” BY CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND FROM PINAL COUNTY GENERAL RURAL (GR) ZONING DISTRICT TO TOWN OF FLORENCE SINGLE-RESIDENTIAL RANCHETTE (R1-R) ZONING DISTRICT (REDSTONE RANCH ANNEXATION INITIAL/COMPARABLE ZONING).**
- c. **Resolution No. 1430-14: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH JOHNSON RANCH ESTATES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH DEVELOPMENT AGREEMENT.**
- d. **Resolution No. 1431-14: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH SEVILLE INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, JOHN C. THOMSON AND ROBERT C. MISTER (THE “OWNER”) AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “HUNT HIGHWAY COMMERCIAL” PROPERTIES).**

9. DEPARTMENT REPORTS

- a. Manager's Report
- b. Department Reports
 - i. Community Development
 - ii. Courts
 - iii. Finance
 - iv. Fire
 - v. Library
 - vi. Parks and Recreation
 - vii. Police
 - viii. Public Works
 - ix. Utilities

10. CALL TO THE PUBLIC


11. CALL TO THE COUNCIL

12. 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 APRIL 3, 2014, 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.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: April 7, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance 609-14: Redstone Ranch Zone Change (PZC-41-13-ZC)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" 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:

Public hearing and first reading only on April 7, 2014.

On April 21, 2014, motion to adopt Ordinance No. 609-14 for the Redstone Ranch zone change.

REQUEST:

The applicant requests approval of the following application:

A zone change by the WLB Group Inc., on behalf of GH Capital LLC, to change existing zoning on the subject property after annexation from Single-Residential Ranchette (R1-R) to Single-Family Residential (R1-6). The subject property is located in a portion of the Northeast Quarter of Section 7, Township 5 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, AKA, APN 206-01-0230.

BACKGROUND/DISCUSSION:

The purpose of this application is to obtain proper zoning for a project known as Redstone Ranch, which consists of approximately 30 acres located at the southeast corner of Sunaire Drive and Bluegrass Street, in Pinal County, Arizona.

The WLB Group Inc., on behalf of GH Capital LLC, intends to work closely with the Town of Florence, to provide the foundation for a community envisioned to consist of residential housing and open space. The community will be consistent with the goals and policies of the Town of Florence 2020 General Plan and as described in the Florence Town Code.

The Redstone Ranch project is within close proximity to planned communities within the Town of Florence, including:

- Sunaire Ranch
 - Zoned Single-Family Residential (R1-6) and is located to the immediate west of the subject property. The project consists of approximately 109 acres and is planned for a maximum of 428 dwelling units.
- Florence Ranch Planned Unit Development (PUD) (now referred to as the Johnson Ranch Estates PUD):
 - Zoned PUD for a mixture of land uses, including residential, commercial and open space. The ownership of the property has changed hands and an amendment to the PUD is pending, but overall the anticipated land uses are similar to those contained within the Florence Ranch PUD. Also, the areas of the PUD adjacent to Redstone Ranch are planned for residential uses at a density that will be similar to Redstone Ranch (both in the existing PUD and the anticipated PUD amendment).
- Florence Crossing PUD
 - Zoned PUD for residential and commercial uses and is located approximately one mile to the west of the subject property. The density of residential development within this project is anticipated to be similar to the subject property.
- Majestic Ranch
 - Zoned for commercial and residential uses and is located approximately one mile west of the subject property.

Surrounding Land Uses and Zoning Districts:		
	Zoning Classification	Existing Use
North	Pinal County Zoning	Vacant Land
East	Planned Unit Development (PUD)	Vacant Land
South	Planned Unit Development (PUD)	Vacant Land
West	Single-Family Residential (R1-6)	Vacant Land
On-Site	Single-Residential Ranchette (R1-R)	Vacant Land

ANALYSIS:

The subject property is currently in Pinal County, and pending annexation into the Town of Florence. The existing Pinal County zoning for this site is General Rural (GR). The applicant is requesting a zone change for the entire site from Single-Residential Ranchette (R1-R), which will be the Town’s applied comparable zoning, to Single-Family Residential (R1-6) zoning when annexed.

This development will bring additional housing opportunities to the Town of Florence, equating to an overall maximum gross density of 4.0 dwelling units per acre. The increased residential growth, in addition to other similar projects within close proximity, creates demand for new commercial opportunities. Medium density residential, multi-family and open space is positioned to the south of this site and will act as a buffer between the low intensity single-family housing and mixed land uses. Main access to this project will be provided via Dogwood Road, which connects with Florence-Kelvin Highway and State Highway 79.

Growth has and will continue to come to the Florence market due to the Town’s small, but progressive economic opportunities and attractive quality of life. As

growth occurs, it will be important to provide varied housing opportunities and new areas to support the increased demands for commercial uses.

The applicant has attended Technical Review Committee (TRC) meetings with the Town Staff and has worked diligently to respond to staff concerns. The housing models for Redstone Ranch will go through the Design Review process at a later date.

Water and Wastewater

Wastewater service to the site will be provided by Southwest Environmental Utilities LLC, (an affiliate of Johnson Utilities LLC). Southwest Environmental Utilities LLC, is currently in the process of acquiring the necessary approvals from the Arizona Corporation Commission to establish a CC&N for this area, including the subject property. They are also in the process of acquiring an Aquifer Protection Permit which is required prior to the construction of a proposed wastewater treatment plant in the area. It is anticipated that an 8" gravity sewer line will be extended to and through the site for the collection and conveyance of wastewater. The treatment of wastewater generated by this site will be handled by the wastewater treatment plant that is proposed by Southwest Environmental Utilities LLC.

Southwest Environmental Utilities LLC, will also provide potable water to this site, utilizing the same CC&N mentioned above. Southwest Environmental Utilities LLC, is currently in the process of designing a water distribution system that will consist of wells, storage tanks and distribution lines. It is anticipated that an 8" water line will be extended to and through the site to provide potable water.

Utilities

APS will provide electric power to the site. The owners of Johnson Ranch Estates are currently working with APS to provide the necessary infrastructure to provide power to their property. This infrastructure will ultimately include a substation.

GENERAL PLAN:

The current Town Future Land Use Map designates the site for Low Density Residential (LDR). The proposed zoning conforms to the 2020 Florence General Plan. The proposed zoning district of Single-Family Residential (R1-6) is consistent with this land use designation and provides the foundation for future growth that is consistent with the General Plan. The subject site is located adjacent to Dogwood Road, a section line road identified as a minor arterial in the Small Area Transportation Study (SATS) that will be improved in the future and continue to provide access to the area.

FINDINGS:

Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan.
2. The Town’s 2020 General Plan has Low Density Residential (LDR) designation on the site that supports the proposed land use.
3. The future development of the site will be subject to all applicable Town codes.

PUBLIC PARTICIPATION:

A notice for the Planning and Zoning Commission public hearing was mailed to all property owners within three hundred feet of the site. Property posting for notice of public hearings was posted on site and advertisements in the local Town paper per Town requirements. Under Arizona Revised Statutes, Title 9, Section - 462.04 and Town of Florence Development Code, a public hearing is required for a zone change.

Staff notes that as of this writing, no public comments have been received.

*The tentative Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

- | | |
|-------------------|---|
| February 20, 2014 | Planning and Zoning Public Hearing |
| * April 7, 2014 | Town Council Public Hearing and 1 st Reading |
| * April 21, 2014 | Town Council and 2 nd Reading/Action |

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona, 85132.

FINANCIAL IMPACT:

This zone change will have no immediate financial impact as the site is undeveloped desert. Future development of the site will have a positive impact.

RECOMMENDATION:

The Planning and Zoning Commission found that the zone change for Redstone Ranch (PZC-41-13-ZC) is in compliance with the Town’s 2020 General Plan and

is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the Redstone Ranch zone change to the Mayor and Town Council, subject to the following conditions:

1. The development of the subject site, as described in Exhibit A attached, shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. Any additional conditions deemed necessary by the Town Council.

Public hearing and first reading only on April 7, 2014.

On April 12, 2014, motion to adopt Ordinance No. 609-14 for the Redstone Ranch zone change.

ATTACHMENTS:

Ordinance No. 609-14
Exhibit A Legal Description
Exhibit B 207 Waiver
Application

ORDINANCE NO. 609-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON THE REDSTONE RANCH PROPERTY LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 10 EAST, GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AKA, APN 206-01-0230 (PZC-41-13-ZC).

WHEREAS, a request to change the existing zoning on the subject property from Single-Residential Ranchette (R1-R) to Single-Family Residential (R1-6) Zoning has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the zone change is in conformance with the 2020 Town's General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, a favorable recommendation for the zone change, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the recommended zone change has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

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

The zoning map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcel of land depicted on EXHIBIT A attached hereto, from Single-Residential Ranchette (R1-R) to Single-Family Residential (R1-6), subject to the following conditions:

1. The development of the subject site, as described in Exhibit A attached, shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A: Redstone Ranch Zone Change

ARIZONA

MAYFIELD RD

20601022B 20601022F 20601022K 20601022L 20601022N



Town of Florence



Site



Parcel Lines



Town Limits

0020

20633003A

A parcel of land located in a portion of the Northeast Quarter of Section 7, Township 5 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

The NW Quarter of the SE Quarter of the NE Quarter of said Section 7;

The South Half of the SE Quarter of the NE Quarter of said Section 7.

Said parcel containing 30 acres +/-.

0070

BLUEGRASS ST

HALEY RD

SUNAIRE DR

20601030

20601030

20601030

20601030

20601002G

206030030

20603002Q

20603002R

20601030A

20601002J

20601002K

20601002M

20601002N

20603004E

20603004B

CAMILLO AVE

20603004D

20603004C

20603002K

20603002M

20603002N

20603002P

BLACK ROCK TRL

PLAYERS AVE

20601032A

20601032B

20601032C

20601032D

206010290

206010270

206010280

206010260

20603026A

20603026B

20603026C

20603026D

20603024A

20603024B

20603024C

20603024D

FIRETHORN RD

20601031D

20601031E

20601031B

20601031C

206010330

206010340

206030270

206030250

206010350

20601002R

206010360

20603010C

20603010B

DOGWOOD RD

RADIANCE AVE

20603005D

206010250

20601024A

20601024B

20603010A

206030110

206010230

20603006B

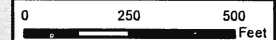
20601003A

20603006C

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

RedstoneRanchExhibitA.mxd

TOF GIS 01/16/2014



20603006A

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-41-13-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-41-13-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-41-13-ZC. Except as expressly set forth in the Zone Change Application PZC-41-13-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

Dated this 6th day of February, 2014.

Owner: GH Capital LLC

By: Perry Mathis
Print Name

[Signature]
Signature

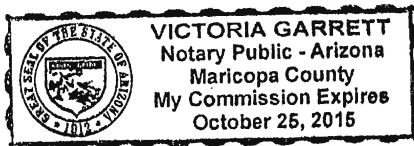
Its: Manager
Manager of CT Opportunity LLC, its Manager

STATE OF ARIZONA)
)
County of Maricopa) ss

On this 6th day of February, 20 14, before me, the undersigned Notary Public, personally appeared Perry Mathis, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that GH Capital LLC executed the same.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

My commission expires: 10/25/2015





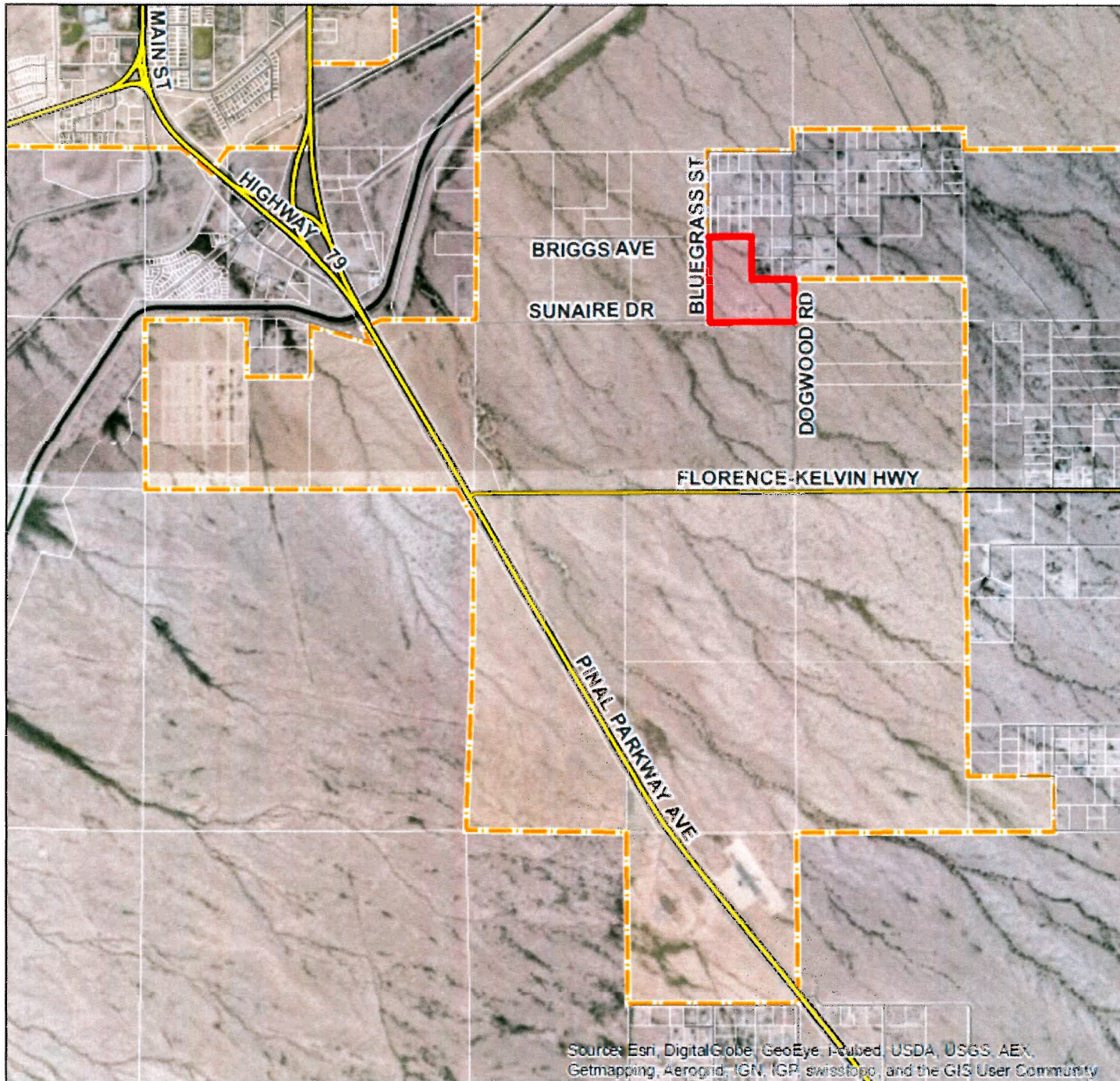
[Signature]
Notary Public



Town of Florence

Redstone Ranch Annexation

-  Redstone Ranch
-  Town Limits



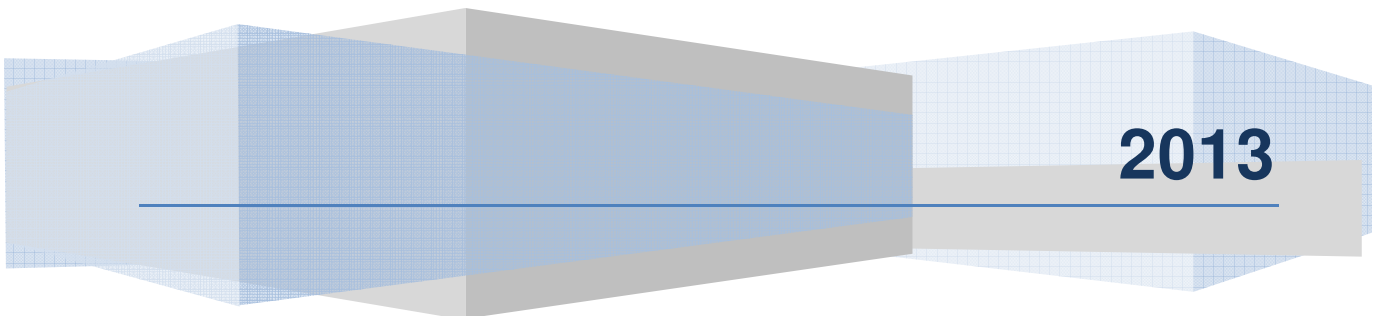
0 1,300 2,600
Feet

Source: Esri, DigitalGlobe, GeoEye, AeroGRID, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.



Florence Police Department 2013 Annual Report



Florence Police Department

Annual Report -2013



DEMOGRAPHICS

Town of Florence	2012	2013
Population	(Census 2010) 25,536	(Est.) 26,754
Square Miles	62.14	62.14

Florence Police Department	2012	2013
Sworn Employees	27 Sworn	30 Sworn
Civilian Employees	15 Civilian	13 Civilian
Total Employees	42 Total Employees	43 Total Employees



Florence Police Department

Annual Report -2013



OFFICE OF THE CHIEF

Daniel R. Hughes

As Chief of Police, I am pleased to present the Florence Police Department Annual 2013 Report. I hope you find this report to be an informational and beneficial resource relating to our organization, personnel, activities, and accomplishments. As we look back on the endeavors of 2013 recounted in this year's annual report, I am particularly proud of the achievements accomplished by all the members of the Police Department. We saw a reduction of criminal offenses in almost all categories and we also saw an increase in traffic enforcement efforts leading to a decrease in the number of traffic crashes. Our day shift Officers continue to maintain a presence in our schools and do their part to see that our Adopt a School programs continue to flourish and to provide a safe environment for our students to learn in. The department's continued success across all Divisions is a tribute to the men and women of our organization and the great services they provide to all those that live, work, and visit the Town of Florence. We, in municipal government and the police department, have faced and will continue to face our share of challenges. Staffing levels and fiscal constraints require us to continually reexamine how we do business and how we deploy our existing staff. Each new year presents new challenges and new opportunities and I am confident our staff will rise to the occasion and remain stellar.

Our objective is to continue to apply our Community Oriented Policing strategies making the most of our resources and utilizing the latest technology to deliver the best service possible. It is imperative that we continue to maximize the use of technology in determining the best use of these resources and place them where criminal activity is occurring.

Our goal is and will always be to make Florence one of the safest communities in America. All of the members of the Police Department take their responsibility to provide our community with professional, innovative and efficient police services seriously. I am confident, with the commitment of our staff, the continued support of our public officials and Town leadership, along with the unending support from community members; we will continue to rank as one of the safest communities in the country.

Florence Police Department

Annual Report -2013

America's Safest Cities 2013

Awarded by NeighborhoodScout

This certifies that

FLORENCE, ARIZONA

has achieved the honorable ranking of

17TH SAFEST CITY IN AMERICA

based on nationwide crime data research performed
by NeighborhoodScout, a division of Location, Inc.



Andrew Schiller
President & CEO
NeighborhoodScout.com



NeighborhoodScout hereby recognizes that the recipient city of this prestigious award has achieved one of the top one-hundred safety rankings in the U.S. for the year 2013.

Safety performance is calculated for all cities with populations of 25,000 or more and ranked by the total number of property and violent crimes per 1,000 residents. Raw crime data is provided by the FBI's latest release of full annual UCR data.

The *America's Safest Cities* report is published annually by expert crime analysts at NeighborhoodScout.com, a division of Location, Inc.

Since 2002, Neighborhood Scout has guided prospective homebuyers in making location decisions, offering patented search capabilities and data on crime, school quality, home value trends and more. Each year they publish a list of the top 100 *Safest Cities in America*.

Florence Police Department

Annual Report -2013

MISSION

The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.

VISION

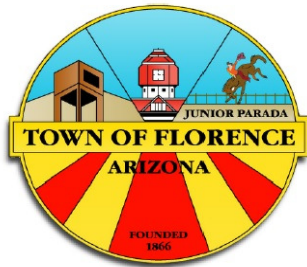
Professional Service is our Personal Commitment

VALUES

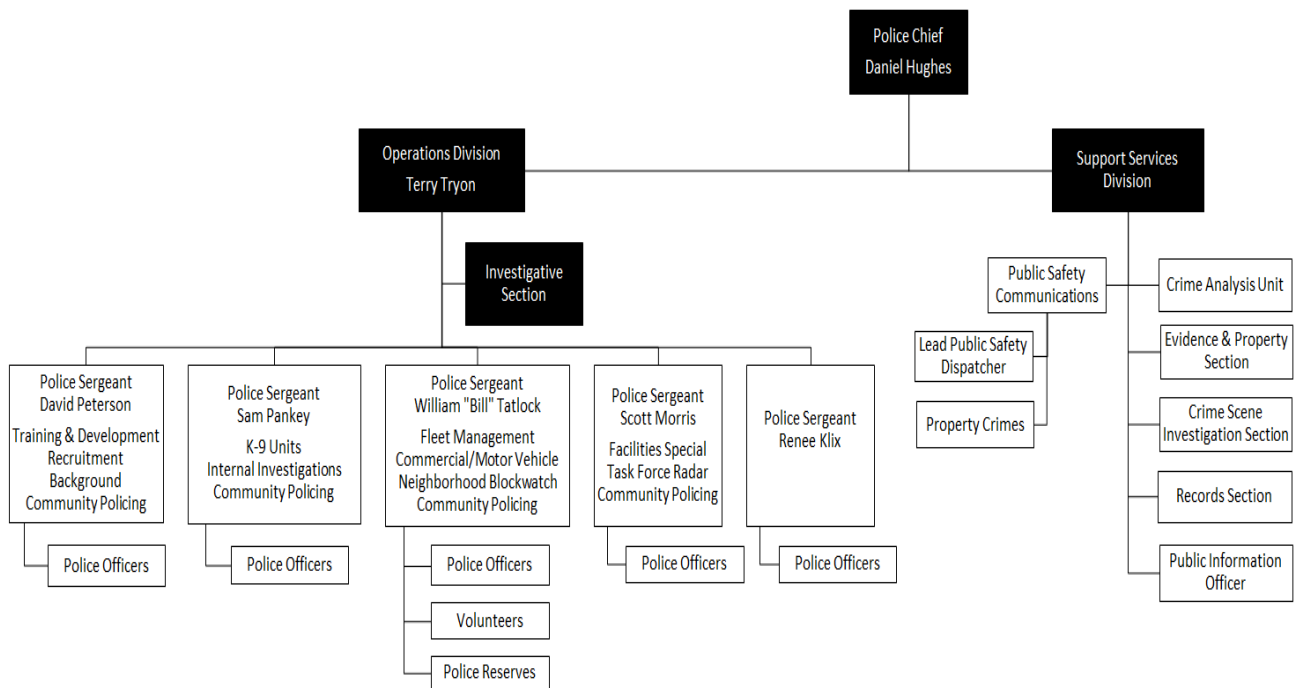
- Our fundamental mission and first priority is to deliver the best possible service to our citizen customers.
- Treat everyone including peers with respect, compassion, patience and consideration
- Always attempt to execute a standard problem solving solution; Scan, Analyze, Respond and Assess. (SARA)
- Regard everyone as a customer (internal or external)
- Consider how You and what You are doing appears to others
- Don't disqualify the customer with your qualifications
- Basic organizational behavior must become customer centered
- Strive to continually improve our customer service performance

Florence Police Department

Annual Report -2013



TOWN OF FLORENCE POLICE DEPARTMENT Chart of Organization



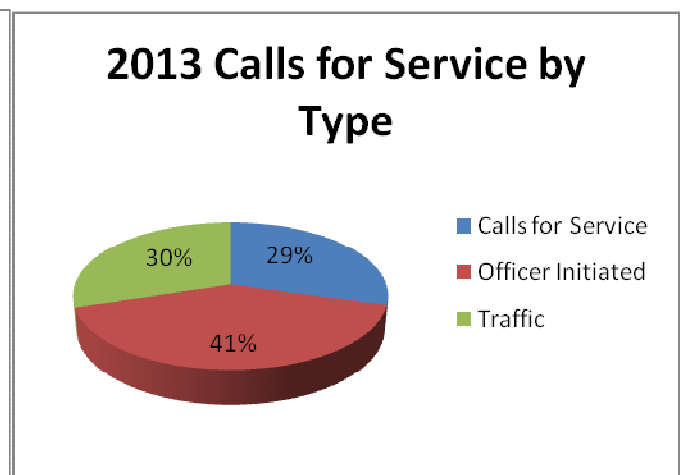
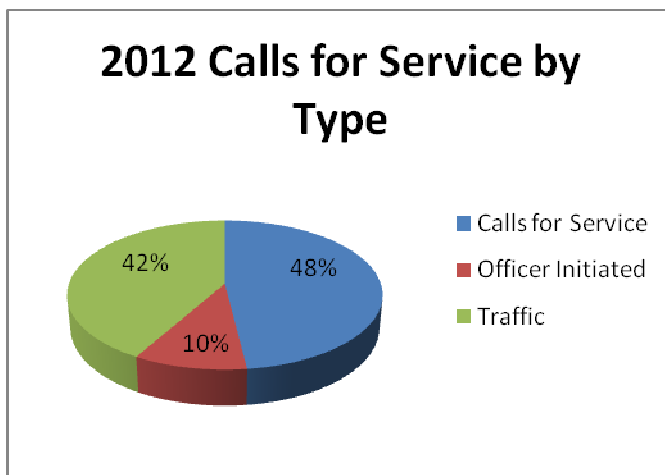
Florence Police Department

Annual Report -2013

Florence Crime Stats

The charts and graphs below represent the Uniform Crime Reporting Statistical Information that is reported each year to Federal Bureau of Investigation. Part One Crimes are considered major crimes that occur within a community.

2013 UCR Part 1 Crimes								
Year	Homicide	Sex Assault	Robbery	Agg. Assault	Burglary	Larceny	Auto Theft	Total
2011	0	3	1	101	52	147	2	306
2012	0	0	1	93	49	171	6	320
2013	1	0	2	80	29	169	1	282



Florence Police Department

Annual Report -2013

Top 20 Violations in 2013 Compared to Prior Years

VIOLATION	DESCRIPTION	2011	2012	2013
28-701A	SPEED/REASONABLE AND PRUDENT	107	262	600
28-4135A	NO MANDATORY INSURANCE	125	171	150
28-3473A	DRIVE W/LIC SUSP/REVOKE/CANC	93	100	103
28-4135C	FAIL TO PROD EVID OF FIN RESP	52	51	67
28-4139A	DISPLAY PLATE SUSPENDED FOR FR	66	81	65
28-855B	STOP SIGN VIOLATION	88	38	57
28-2153A	NO CURRENT VEHICLE REGISTRATN	64	53	55
28-2532A	NO CURRENT REGISTRATION	34	59	48
28-797E	SCHOOL ZONE/15 MPH	27	14	26
13-2904A1	DISORDERLY CONDUCT-FIGHTING	25	26	13
28-3169A	NO LEGIBLE DRIV LIC IN POSSN	18	24	13
13-1805A1	SHOPLIFTING-REMOVAL OF GOODS	3	11	11
13-1802A1	THEFT-CONTROL PROPERTY	1	5	10
28-4135B	NO EVID OF FIN RESP W/IN VEH	6	9	10
4-244.9	LIQUOR-TO MINOR BY LICENSEE	6	0	9
28-1381A1	DUI LIQUOR/DRUGS/VAPORS/COMBO	4	7	8
28-448A	FAIL TO RPT NAME/ADDR CHANGE	9	6	8
28-727	NO PASSING ZONE-MARKED	8	6	8
28-797	SCHOOL ZONE-SPEED/FAIL TO STOP	0	4	8
28-701	FAIL TO CNTL SPEED/AVOID COLL	0	5	7

QUALITY OF LIFE ISSUES

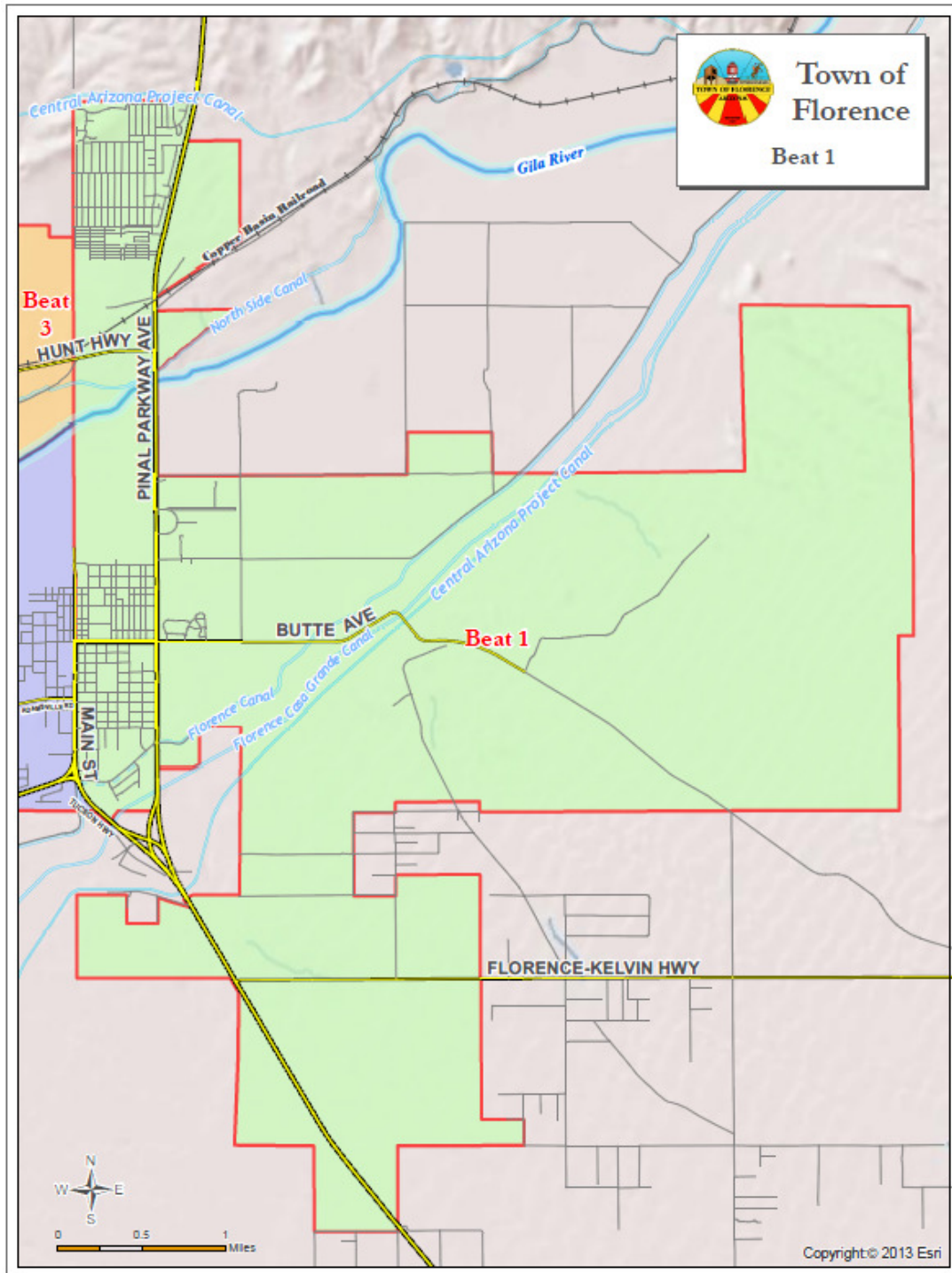
The quality of life issues are important to the Florence Police Department. During 2013, we saw a reduction in vehicle accidents by 5.3%, simple assaults by 9.5%, and criminal damage by 14.8%. Welfare checks can be a citizen or officer initiated call for service and in 2013 welfare checks increased by 69.9%. This statistical information shows an increase in the building of partnerships with our citizens and community.

Florence Police Department

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Total Calls for Service by Location

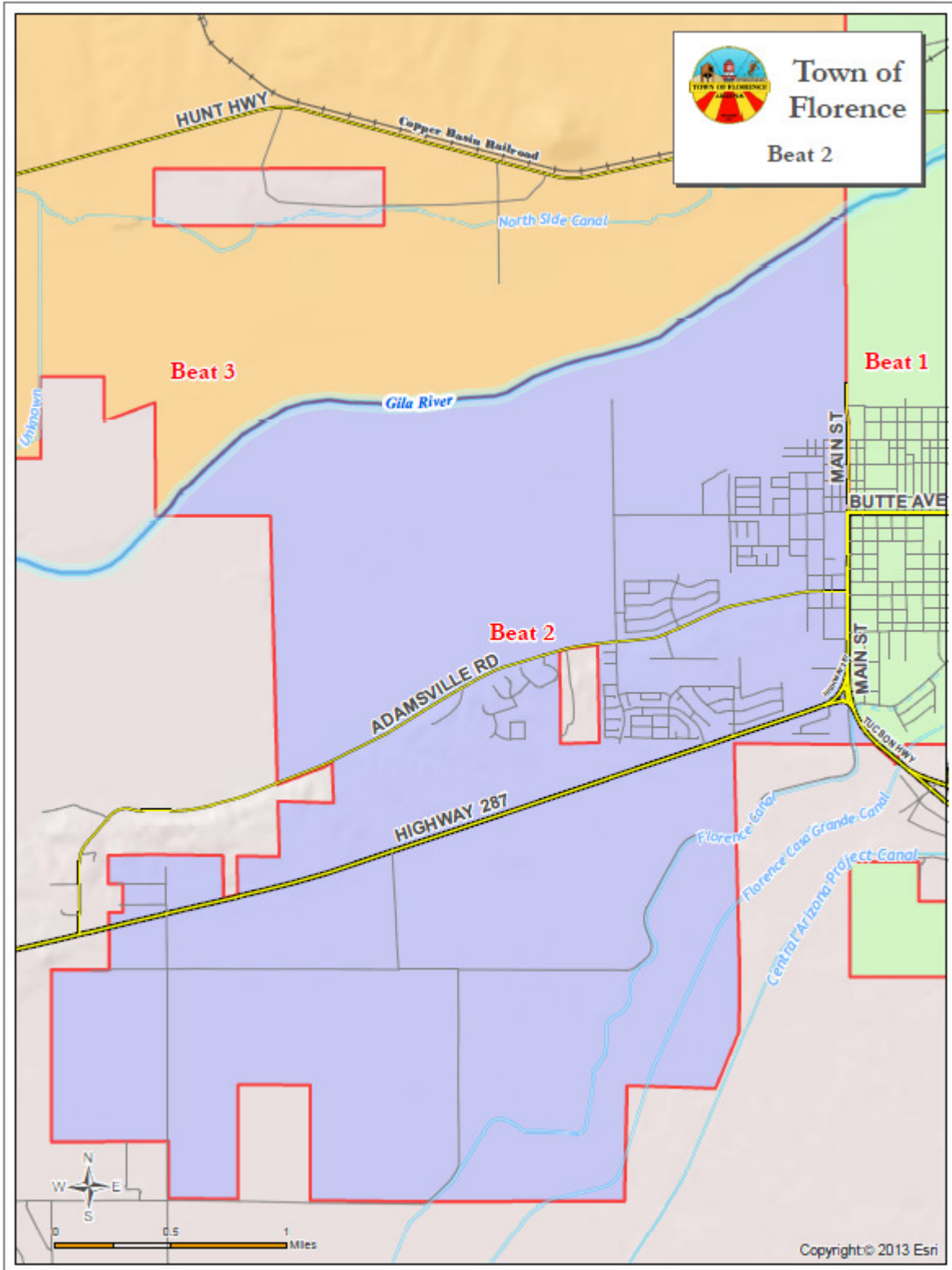
BEAT 1: 5932 Calls



Florence Police Department

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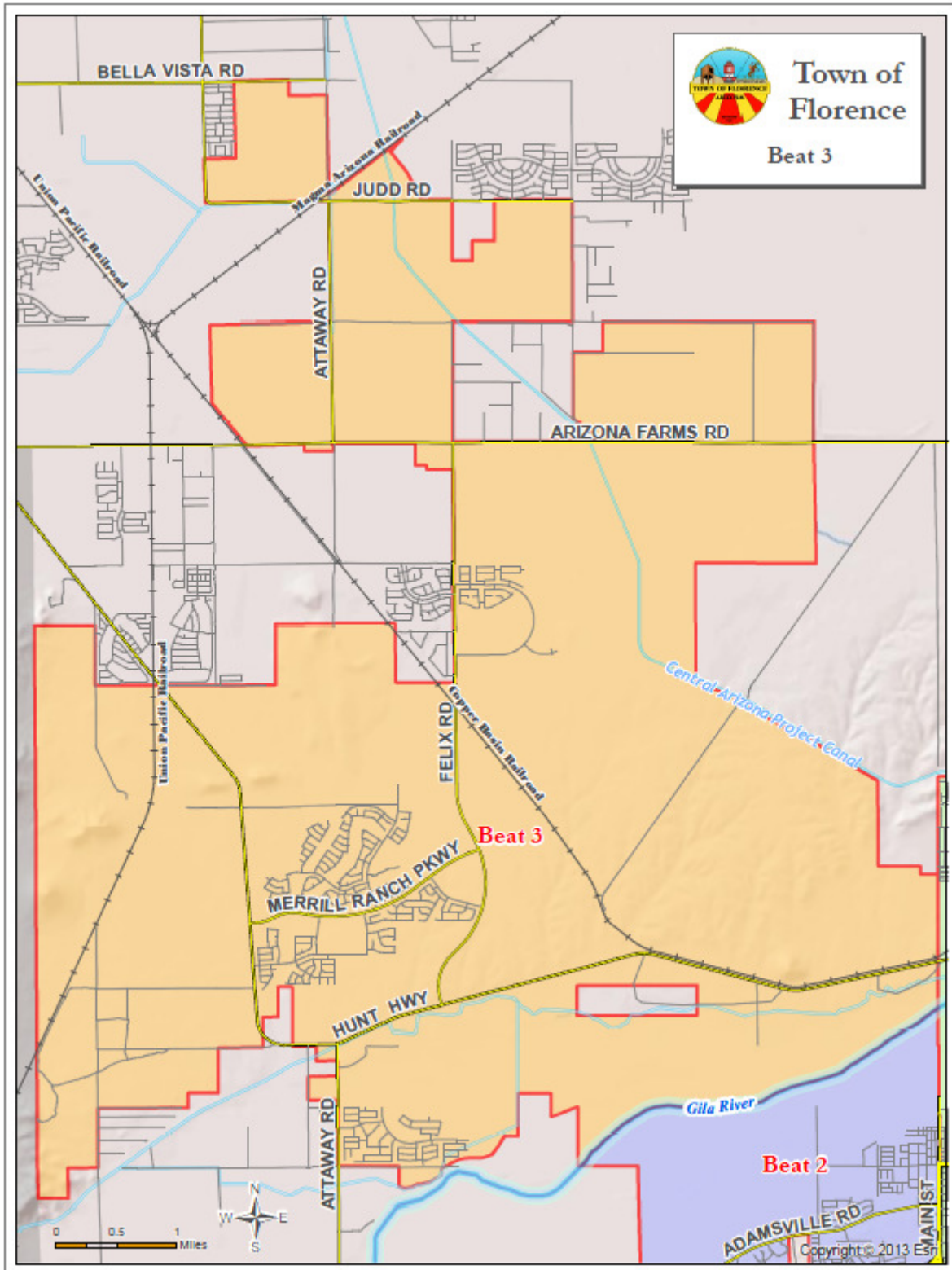
BEAT 2: 1990 Calls



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BEAT 3: 3034 Calls



Florence Police Department

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Field Operations Division

Florence Police Department

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Field Operations Division

Field Operations Division within the Florence Police Department is under the direction of the Operations Commander, Lieutenant Terry Tryon, and reports directly to the Chief of Police. Field Operations is comprised of Patrol, Commercial Vehicle Enforcement, Police Service Dog Unit (K9), Field Training Program, Annual Training, Bike Patrol, Investigations Unit and Reserve Officer Program.

Field Operations has twenty one (21) full-time officer positions and one (1) sworn reserve officer. Personnel assigned to Field Operations have served the community in an exemplary manner in 2013, fulfilling the Department's Mission of providing "Service and Safety to our Community with Honor, Respect, and Professionalism."

Field Operations Programs

The Governor's Office of Highway Safety (GOHS) provided overtime grant reimbursement money for DUI enforcement campaigns. Florence Officers participated in 14 campaigns resulting in approximately 27 arrests for Impairment. Florence Police Department deploys with the Pinal County Sheriff's Office along with other local agencies to combat D.U.I. related incidents.

Child Restraint, Seat Belt and Speed Enforcement

A second grant was received through GOHS for Speed, Seat Belt, and Child Restraint enforcement. Florence Officers participated in several campaigns targeting high speed areas within the jurisdiction of Florence. Florence Officers issued over 600 citations during these campaigns while educating drivers on seat belt and child restraint safety.

Commercial Vehicle Enforcement

One Patrol Sergeant oversees two officers certified to conduct Commercial Vehicle Inspections (CMVI). During 2013, the officers conducted 1 weigh station checkpoint while inspecting 17 commercial vehicles. During the FY 2013 the officers found 12 commercial violations, removing 3 dangerous vehicles from the roadway. Each officer is required to conduct 32 level 1 inspections yearly to remain certified. The total level 1 inspections completed for the year by CMVI was 68. One passenger of a commercial vehicle was arrested for Possession of Medical Marijuana which is prohibited under Federal Laws.

Reserve Officer Program

The Reserve Officer Program is comprised of fully trained and certified volunteer officers who perform all the tasks of a police officer, including crime prevention and suppression, report taking, investigation

Florence Police Department

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of criminal activity, public relations and crime prevention assistance, solo patrol, traffic enforcement and courtroom testimony.

G.R.E.A.T. Program

Two Florence Officers have attended specialized training in the G.R.E.A.T. (Gang Resistance Education and Training) program in 2013. This program targets the younger school students in grades 6-8. Florence Police Dept. has worked with the Florence School District to have these officers instruct students at this level by teaching alternatives to drugs and gang affiliation. These officers began teaching the program at the Anthem K-8 School in January 2014. We look forward to a successful year.

K-9 Unit

The K-9 unit consists of two narcotic trained dogs handled by two officers. The Officer K-9 team focuses on drug interdiction within the Florence Jurisdiction conducting free air sniffs and vehicle/residential searches. The team also participates in the education of students and citizens by attending school demonstrations and other civic details as they are scheduled. Both K-9 units were state certified in January 2013 by participating in a State Certification course. In the FY 2013 the K-9 Unit had:

- ❖ 114 Utilizations
- ❖ 55 Alerts
- ❖ 49 Arrests

Criminal Investigations Unit

The Criminal Investigations Unit is comprised of highly motivated and well trained sworn officers. Within the unit the investigators are assigned cases for further investigation, up to and including the prosecution phase. The Investigations Unit receives initial reports taken from officers while on patrol. Police reports are submitted to a Patrol Supervisor for review who then forwards that report to the Investigations Supervisor.

Criminal cases requiring further investigation are routed to the Investigations Unit by the reviewing Supervisor. These submitted cases are assigned based on solvability factors used to determine victim, suspect, and valuable evidence collected by the initial patrol officer. Detectives will work the case up to a conclusion for filing charges.

Throughout the 2013 year Sex Offender Compliance checks were completed verifying addresses, assessment and flyer distribution. The Investigations Unit handled 103 cases for the year:

- Five cases carried from 2012
- Sixteen cases sent to County Attorney for charging
- Sixty five cases closed administratively

Florence Police Department

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- Fifteen cases carried into FY2014

One major case involving an 18 month old infant was investigated and is now awaiting trial.

A fraud and theft case involving a manager at a local apartment complex where the residents and property owners were defrauded of Fifty Two Thousand dollars was investigated. The suspect in the case now has a Superior Court Warrant for Fraud and Theft.

A Robbery case investigated in October revealed two younger men robbed and assaulted a Florence resident on his way home from his place of employment. With the assistance of Coolidge Police and the Pinal County Sheriff's Office, the subjects were caught and subsequently confessed to the crime. A Grand Jury indictment was approved.

Florence High School reported a burglary in several classrooms where electronic equipment and money was taken. The detectives were able to use the security camera recordings to track the juveniles and solicit a confession to the crime. Five juveniles were charged for Burglary and Theft.

The Investigations Unit attended the following training for FY2013:

- Nobility of Policing
- Child Abuse Seminar
- Homicide Investigations
- John Reed Interviewing & Child Abuse Investigations
- Investigation utilizing Social Networks
- Firearms
- Defensive Tactics

Florence Police Department

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Training Unit

The Training Unit is responsible for the development, coordination and delivery of training throughout the Police Department. Training responsibilities include analysis of training effectiveness, effective record keeping, training program enhancement, and development of new training opportunities. The Florence Police Dept. presented training in, Defensive Tactics, High Risk Stop, Defensive Driving, Firearms qualifications and Nobility in Policing.



Additional training was provided by AZPOST and other AZPOST sponsored training in Nevada, Utah, and Ohio. Florence Police personnel attended the following: Horizontal Gaze Nystagmus , Radar, General Instructor, Northwestern Staff and Command, Leadership in Policing, BIA Criminal Jurisdiction in the Indian Community, Below 100, G.R.E.A.T., Crime Prevention, FTO(Field Training Officer), Advanced Interdiction, Child Abuse, Sexual Assault, and Homicide Investigations.

Patrol Division

The Patrol Division consists of five Patrol Sergeants with one Sergeant in charge of Administrative duties and Grant submission and deployment. The Administrative Sergeant oversees several grant programs awarded to the Department during the year. He/she also directs the Volunteer and Fleet management programs.

The Patrol Sergeants are assigned to the three beats within the jurisdiction of Florence. Each Sergeant oversees three to six officers administratively while working various shifts during their tour. Each Sergeant is responsible for community programs within their assigned beat while implementing a Community Policing philosophy.

Beat one, consisting of one Beat Sergeant and 6 beat officers, responded to 5902 calls for service (CFS). These calls are any and all calls initiated by the officer or dispatched calls for service. Highlights of activity in beat one for the FY2013:

- 361 Adult Arrests
- 28 Juvenile Arrests
- 50 cases filed with the County Attorney for Felony/Misdemeanor
- 159 Traffic citations issued
- Held five Community Meetings
- Had Block Watch discussions

Florence Police Department

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- Held Safe Housing meetings
- Provided traffic control and security for: Prison Run with 450 Motorcycles in Parade, Florence K-8 turkey Trot fund raiser, Christmas on Main St.
- Active Shooter training within FHS District
- New Convenience Store opened

Beat two responded to 1990 CFS. Beat two consists of one Beat Sergeant and 6 beat officers. Again, the calls consist of all self-initiated and dispatched calls for service. Highlights of activity in Beat two for FY2013 consisted of:

- 14 Burglaries reported with five resulting in charges
- 7 Assaults with four resulting in charges
- 3 Reported Sex offenses with two arrests
- Directed Patrol Security Checks on all businesses in the beat
- July 4th Celebration held at Heritage Park
- Provided traffic control and security for the: Fishing Derby sponsored by Parks and Rec., Run for the Fallen, Special Olympics Torch Run

Beat three consists of one Beat Sergeant and 6 beat officers. Beat three responded to 3034 CFS. As with the previous two beats, these calls are self-initiated and dispatched calls. Highlights of activity in beat three for FY2013:

- Over 1700 Directed Patrol Security checks within the Beat
- Attended Anthem homeowners association meetings
- Provided traffic control and security for the: Annual Spring Fling held at Anthem Parkside with 4000 attending, Fit for Life Expo held at Community Center
- 203 Alarms calls
- 68 Citizen Assists
- 49 Field Interviews
- 29 reported Thefts

VOLUNTEERS IN POLICE SERVICES (VIPS)

The VIPS Program has assisted the patrol division by performing numerous duties within the community. The VIPS operates with 45 active members and have completed 5795 hours of service. Within this service VIPS assisted with school crossing, Block Watch, fingerprinting, Guardian Angel Program, fleet maintenance, and funeral escorts. The VIPS members attended training in communication, traffic control safety, patrol procedures and Commercial Vehicle Enforcement. Other activities include security and traffic control for the following:

- Junior Parada Security

Florence Police Department

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- Christmas on Main Street
- Fit for Life Expo
- Court Security
- High School Graduation
- Homecoming game and dance

The charts in the Statistical Review section describe the level of calls for each beat.



Support Services Division (SSD)

The SSD was responsible for the following:

- Data cleansing and management within Spillman for 2012 and 2013 for accurate reporting
- Monthly Department Reports
- Complete public record/report requests
- ATV Justification Report
- Development and management of the Time Keeping System, Budget Tracking System, Officer Activity Reports, Address Series Reports by Beats, CAD Call Response Time Analysis Reports
- Completed data analysis report/study for Casa Grande Police Department
- Annexation Data Analysis on Pinal County Calls for Service in Mag Ranch, Wildhorse Estates and Crest field Manor
- 2012 Data Comparison report for Florence PD Calls for Service vs. D42 for staffing review
- Sworn Staff Work Schedule & Calendar
- Department Policies
- Generated Spillman Crime Pin Mapping

Florence Police Department

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Communications Section Report

In 2013, the Communication Section received 5507 calls for service via our 911 phone line. This is 7% increase over 2012 and 19% increase over 2011 number calls received. To address this increase the Department has improved technology, equipment, and training to meet this ever growing number of calls for service.

The advancements in technology have made the job easier in some ways and improved public safety. Unfortunately, it also creates continuous change and requires diligence to stay up with the latest improvements.

A new security system was installed in the evidence facility and 36 camera views inside and outside of community buildings to ensure the overall safety of the facilities.

During the year the Dispatch Supervisor attended the Arizona POST Leadership Program. The training is an intensive three month training covering a wide variety of manager and supervisor skills. The Dispatch Supervisor also attended the ACJIS user group meeting to learning new updates to the system and how it affects us.

Our department finalized the application process and met all the criteria to become a Missing Kids Readiness Partner with the National Center for Missing and Exploited Children. This has been a lengthy process requiring all dispatchers to take on-line training classes, our adoption of a specific policy, and leadership training.

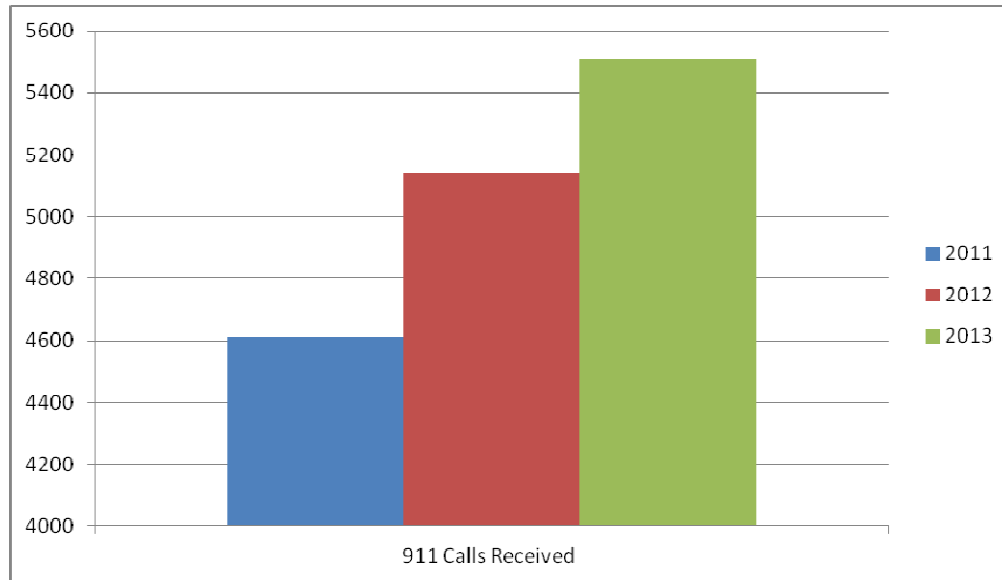
Dispatchers are currently enrolled in the APCO on-line Communications Training Officer School for continued education. We are looking into options of hosting training classes in Florence so that our dispatchers can have access to the latest training.

Florence Police Department

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From 2011 to 2013 the Communication Section has seen a 19% increase in 911 calls received from members of the community. This increase has the need to have greater number of dispatchers on duty to field these calls for service. With the planned annexation the calls for service are expected to increase proportionately.

2013 Calls for Service handled by FPD Communications Section



Records Sections

The Police Records Section is responsible for maintaining the department's police reports, providing customer service to citizens that come into the lobby, answering telephone calls for information on reports, citations, impounds, accidents, etc. Records staff enters citations, warnings, and repair orders into the Spillman records management system. The Records Section provides the local newspaper with weekly department media reports. Last year Records staff processed approximately 535 public records requests, 659 background checks, 1178 citations, 122 traffic warnings, 60 vehicle impounds due to ARS 28-3511. We provide citizens with fingerprinting services and associated paperwork. The Records Section handled approximately 450 fingerprints in 2013. Records staff also provides administrative support to the Chief and other administrative staff upon request. The Records Section provides Arizona Department of Public Safety with monthly UCR reports that are then submitted to the Federal Bureau of Investigation.

Florence Police Department

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Crime Scene Section Report

In 2013, the following milestones were accomplished by the Crime Scene Section:

- Sixty-four callouts for the CIS service for the year; two were homicides
- CSI Technician completed Fire Investigation Class #1 & #2 through Mesa Community College, attended Advanced Crime Scene training and a 40 hour course on Digital Crime Scene Photography.
- Attended the annual Homicide Investigation Conference
- Attended monthly Fire Task Force meetings
- Participate in the department training committee meetings
- Coordinated the Towns bike registration program
- Provided technical and administrative support to the Evidence and Property Section and Crime Analysis Sections
- Trained newly appointed police officers in Crime Scene policies and procedures and maintain and re-supply all evidence collections kits for the officer's patrol vehicles.
- Maintained membership in the International Association of Property and Evidence (IAPE).
- Maintained and restocked all supplies for Crime Scene Section
- Managed and provided training to volunteers within the Crime Scene Section.



Community Drug Drop Off Box

May 2013, the Department instituted a prescription and non-prescription drugs drop box program. A collection box was placed in the lobby of the main station. This program reduces the number of old or unused medications from being placed into the landfill or dump into our sewer system. One of the benefits of this program that it removes potential abuse of these drugs by others in the home. A total of 31-pounds prescription and non-prescription drugs of have been collected during 2013. The most successful was at the Fit-For-Life community event in Anthem in November where 23 pounds were collected.



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In 2013, the below listed milestones were accomplished by the Property and Evidence Section:

In 2013, the new Property and Evidence building was completed. Approximately six thousand items were relocated from the Police building to the new facility. The section completed the establishment of the FPD Forensic Science Evidence Lab for the local processing of evidence. The section processed approximately 480 envelopes/packages of property and evidence during the year.

The section began a new bar coding system for the location of property and evidence items on July 1, 2013. Purged 2004 evidence items, 2012-2013 officer submitted items marked for destruction, 2012 RX Drug Drop Box items and 2004 controlled substances by burning forty two boxes of property and evidence on December 5, 2013 at Globe, Arizona.



The section participated in the 2012 Audit of Property and Evidence covering all items from 1998 through 2012 with the result that there were no significant findings of deficiency. Only minor typographical or digital input corrections were found and corrections were completed during the audit process.

The section completed the draft Policy and Procedure Section of the updated Policy Departmental Manual, represented the department in the Arizona Association of Property and Evidence (AZAPE) Organization, and maintained membership in the International Association of Property and Evidence (IAPE). The Property and Evidence Section is prepared for the 2013 Annual Audit.

Florence Police Department

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During 2013, the Section has processed the following:

SUBMISSIONS CATEGORIZED	
Presently Stored	352
In The Lab	13
In Safekeeping	46
Stored As Found Property	14
Processed Out Of Property/Evidence As Released Or Destroyed	127



PROCLAMATION

WEEK OF THE YOUNG CHILD IN PINAL COUNTY APRIL 6 – 12, 2014

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 6 – 12, 2014; 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 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, deserve thanks and recognition.

NOW THEREFORE, I, Tom J. Rankin, Mayor, of the Town of Florence, Arizona, do hereby proclaim April 6 – 12, 2014, as "Week of the Young Child in Florence" and encourage all citizens to work together to make good investments in early childhood in Pinal County.

Issued this 7th day of April 2014.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7a.

MEETING DATE: April 7, 2014

DEPARTMENT: Finance/Grants

STAFF PRESENTER: Ernest Feliz
Grants and Assessments Manager

SUBJECT: Fair Housing Proclamation

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

RECOMMENDED MOTION/ACTION:

Request that the Mayor proclaim 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

STAFF RECOMMENDATION:

Proclaim April as Fair Housing Month.

ATTACHMENTS:

Proclamation

PROCLAMATION

FAIR HOUSING PROCLAMATION

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, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim April as Fair Housing Month in the Town of Florence, 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 7th day of April 2014.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7b.

MEETING DATE: April 7, 2014

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Ray Hartzel
Parks Superintendent

SUBJECT: Acceptance of Ms. Christine Reeder's
resignation from the Parks and Recreation
Advisory Board

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

RECOMMENDED MOTION/ACTION:

Acceptance of Christine Reeder's resignation from the Parks and Recreation Advisory Board.

BACKGROUND/DISCUSSION:

Ms. Reeder has requested to vacate her seat on the Parks and Recreation Advisory Board due to her move to Gilbert, Arizona; and due to her change in residency, she must resign.

The Town Clerk's Office has placed an ad in the local newspaper as well as on Channel 11, advertising the vacancy.

FINANCIAL IMPACT:

No fiscal impact with this request.

RECOMMENDATION:

Accept the resignation of Christine Reeder from the Parks and Recreation Advisory Board

ATTACHMENTS:

Resignation Notice

From: Christine Reeder [<mailto:christine.reeder@ouranthemmr.net>]

Sent: Wednesday, March 19, 2014 3:03 PM

To: Ray Hartzel

Cc: 'Jaclyn Revis'

Subject: Resignation

Dear Sir,

Thank you for the opportunity to participate with Town of Florence Parks and Recreation Advisory Board over the past year.

I have truly enjoyed the opportunity.

On March 17th, my residency changed to Gilbert; therefore I must resign the position in accordance with the Town guidelines.

If I can be of service in the future, please do not hesitate to call.

Thank you again for allowing and encouraging my participation.

Respectfully,

Chris

Chris Reeder

Lifestyle Fitness Director

Anthem Parkside at Merrill Ranch

Direct (520)723-6631

Fax (520)723-6659

Main Line (520)723-6650

Check out the **Anthem Merrill Ranch Spring Festival** event **Saturday, March 8, 2014**

<http://www.AMREvents.com/Festival>





TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7c.

MEETING DATE: April 7, 2014

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Auction of single family home – 745 S. Central

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

RECOMMENDED MOTION/ACTION:

Award the bid on of the Single family home located at 745 South Central Avenue, Florence, Arizona, to Deborah and Dennis Bagnall, for the bid amount of \$61,444, and authorizing staff to execute all document necessary to transfer title.

BACKGROUND/DISCUSSION:

The home was built as part of the Town of Florence joint partnership with Florence Unified School District, known as the High School House Project. The Town advertised the auction by placing four ads with the local paper, placing information on the Town's website, as well as signage in front of the home. The Town held two open houses prior to the auction.

The Town auctioned the house on March 11, 2014, and received one bid from Deborah and Dennis Bagnall, in the amount of \$61,444.

FINANCIAL IMPACT:

The Town will receive \$61,444, for the home which will be earmarked for housing rehabilitation in the Town of Florence.

STAFF RECOMMENDATION:

Award the bid on of the Single family home located at 745 South Central Avenue, Florence, Arizona, to Deborah and Dennis Bagnall, for the bid amount of \$61,444, and authorizing staff to execute all document necessary to transfer title.

ATTACHMENTS:

Bid Packet
Deed

BID FORM

In compliance with the Request for Bids, the undersigned bidder: Agrees that the property is being sold "Where Is", "As Is", and will be conveyed by a Quit Claim Deed without any warranties whatsoever.

Bidder declares that a cashier's check made payable to the Town of Florence for the total amount of the bid is included with the bid.

Therefore, I, the undersigned, offer to pay the following to the Town of Florence for the purchase of the parcel of property identified as Pinal County Assessor Parcel No. 202-09-037D: \$ 61,444 -.

Respectfully submitted by:

Deborah Bagnall
Signature

Deborah Bagnall
Printed Name

777 N Valley Farms Rd
Address

Coolidge Az 85128
Town, State and Zip

520-251-0972
Phone Number

Dennis Bagnall
520-251-0913

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 of less)

Date Prepared: March 13, 2014

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Maria Hernandez *M. Hernandez*

Formal Sealed Bid: # N/A Title: Sale of Florence Home - 745 S. Central APN: 202-09-037D Opening Date: March 13, 2014 Opening Time 11:00 am

Item (include quality, brand, model, color) Sale of home to the highest bidder. Bidding starts at \$55,000.

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Dennis/Deborah Bagnall 777 N. Valley Farms Rd. Coolidge AZ 85128 520-251-0913					\$61,444.00	
2						
3						

Attach additional page(s), if necessary

Vendor Selected _____ **Address** _____

Justification (if not lowest price) _____

Department Head Approval _____ Date _____
 Finance Director Approval _____ Date _____
 Town Manager Approval _____ Date _____

*If over \$10,000, must go to Town Council for approval.
 Attach this approved for to purchase request with written quotes, if applicable.

on a suspended license, arriving with plates suspended for no mandatory insurance and no current Arizona registration. The car was towed.

Around 2:50 p.m. an officer responded to the area of Hunt Highway near Merrill Ranch Parkway for a report of a two car injury accident. Bessie June Burr stated she was exiting the Safeway Plaza from the exit in between McDonald's and the gas station. Burr stated she felt it was safe to make a left-hand turn onto south Hunt Hwy. and proceeded to go across north Hunt Hwy. Burr stated she did not see the other car and continued to attempt to go left. Burr stated she then was struck by the other car on her driver's side. The officer asked Burr how fast she was traveling and she stated she was going approximately 15 miles per hour.

Florence Fire Department arrive on scene and had to extricate Burr from her vehicle by removing her driver and driver-side passenger doors. Burr was transported to Florence Anthem Hospital for further evaluation of her injuries. Florence Fire Department evaluated the other driver and cleared her of any injuries. She signed a refusal for further treatment.

Burr was cited for failure to control speed to avoid a collision. The scene was cleared of all debris and both cars were towed.

REQUEST FOR BIDS

The Town of Florence will accept sealed bids at the office of the Town Clerk, 775 N. Main Street, Florence, Arizona 85132, until 11:00 AM, MST on March 13, 2014, for the purchase of a residential property; a three bedroom, two bath, 1,218 square foot home on a 7,778 square foot lot (Assessor Parcel Number 202-09-037D) located at 745 South Central Avenue, Florence, Arizona. The minimum bid price accepted is \$55,000. Open houses will be held noon to 3:00 p.m. on March 4, and March 11, 2014.

Bids envelopes must be clearly marked in the outside lower right hand corner:

Sealed Bid of (Submitter's Name)
Property Sale - APN 202-09-037D

It is anticipated bids will be considered at the Town Council meeting April 7, 2014 and any award of the property purchase will go to the highest bidder. The Council reserves the right to reject any and all bids. Anyone interested in bidding on this property may obtain a full bid package at the following location:

Town of Florence
Town Clerk's Office
775 N. Main Street
Florence, Arizona 85132

Bids must be submitted on the Proposal Form provided in the bid package and be accompanied by a cashier's check payable to the Town of Florence, Arizona, for one hundred percent (100%) of the total bid amount.

Bidder shall comply with all federal, state and local nondiscrimination statutes in the operation, implementation and delivery of its bid, including state and federal civil rights and disabilities laws.

No. of publications: 4; dates of publication: Feb. 13, 20, 27, Mar. 6, 2014

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Bidder shall comply with all federal, state and local nondiscrimination statutes in the operation, implementation and delivery of its bid, including state and federal civil rights and disabilities laws.

Published: Florence Reminder February 13, 20, 27 and March 6, 2014

Town of Florence
PROPERTY SALE

INSTRUCTIONS TO BIDDERS

The Town of Florence is offering a parcel of real property for sale. The residential property is a three bedroom, two bath, 1,218 square foot home on a 7,778 square foot lot (Assessor Parcel Number 202-09-037D) located at 745 South Central Avenue, Florence, Arizona. The property is identified as Assessor Parcel Number 202-09-037D.

The property is offered for sale under the following conditions:

1. The property is being sold where is, as is, without warranties, or title insurance.
2. The Buyer is responsible for any and all escrow, title insurance, or other closing costs.
3. The minimum acceptable purchase price is \$55,000.
4. Each bid shall contain a cashier's check made payable to the Town of Florence in the full amount of the bid. The Town will hold all checks, without cashing, until the Town Council has accepted a bid. At that time, the check from the winning bidder will be cashed and the remaining checks will be returned to the bidders.
5. The Town will issue a Quit Claim deed to the winning bidder upon approval by the Town Council. The Town will record the Quit Claim deed with the Pinal County Recorder's Office.
6. The bids shall be on the form enclosed in this package.
7. Each bid shall be in a sealed envelope with the envelope clearly marked: Sealed Bid of (Submitter's Name) Property Sale - 202-09-037D
8. All bids shall be received by the Town of Florence Clerk no later than 11:00 AM, MST on March 13, 2014. At such time the bids will be publicly opened and read aloud. Any bid received after this time will be returned unopened to the bidder.
9. The Town of Florence reserves the right to reject any and all bids or to waive any informality in the bidding.
10. In the event that two or more bidders submit a high bid with an identical dollar amount the Town of Florence shall determine which bidder shall be awarded the property by a random method. The decision of the Town of Florence on who to award the property to shall be final.
11. The Town of Florence may also reject all bids if there is a tie in the low bid amount submitted.

BID FORM

In compliance with the Request for Bids, the undersigned bidder: Agrees that the property is being sold "Where Is", "As Is", and will be conveyed by a Quit Claim Deed without any warranties whatsoever.

Bidder declares that a cashier's check made payable to the Town of Florence for the total amount of the bid is included with the bid.

Therefore, I, the undersigned, offer to pay the following to the Town of Florence for the purchase of the parcel of property identified as Pinal County Assessor Parcel No. 202-09-037D: \$ _____.

Respectfully submitted by:

Signature

Printed Name

Address

Town, State and Zip

Phone Number

Uniform Residential Appraisal Report

File # TBD

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 745 SOUTH CENTRAL AVENUE City FLORENCE State AZ Zip Code 85132

Borrower N/A Owner of Public Record TOWN OF FLORENCE County PINAL

Legal Description PORTION OF TURNER ADDITION BLOCK A AND LOTS 9 & 10, CITY OF FLORENCE

Assessor's Parcel # 202-09-037D Tax Year 2013 R.E. Taxes \$ EXEMPT

Neighborhood Name FLORENCE Map Reference T05S R09E SEC02 Census Tract 0009.02

Occupant Owner Tenant Vacant Special Assessments \$ NONE PUD HOA \$ per year per month

Property Rights Appraised Fee Simple Leasehold Other (describe)

Assignment Type Purchase Transaction Refinance Transaction Other (describe)

Lender/Client CITY OF FLORENCE Address

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report data source(s) used, offering price(s), and date(s). ARMLS AND OWNER

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A

Contract Price \$ N/A Date of Contract N/A Is the property seller the owner of public record? Yes No Data Source(s) COUNTY RECORDS

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No

If Yes, report the total dollar amount and describe the items to be paid. NONE

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %		
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	40	Low	NEW	Multi-Family	5 %	
Neighborhood Boundaries THE NEIGHBORHOOD BOUNDARIES ARE DEFINED AS THE COMMUNITY OF FLORENCE, PINAL COUNTY SEAT.		350	High	75	Commercial	10 %	
Neighborhood Description THE SUBJECT IS LOCATED IN FLORENCE, AZ. THIS IS A RESIDENTIAL BEDROOM COMMUNITY WITH PRIMARY EMPLOYMENT PINAL COUNTY GOVERNMENT AND THE STATE PRISON. ACCESS TO URBAN AMENITIES IS CONSIDERED AVERAGE		150	Pred.	25	Other	5 %	

Market Conditions (including support for the above conclusions) INTEREST RATES HAVE REMAINED RELATIVELY LOW. THE RESIDENTIAL REAL ESTATE MARKET IS ACTIVE WITH SUFFICIENT BUYERS AND SELLERS INTERACTING. HOMES IN THE AREA TYPICALLY SELL WITH 1-6 MONTHS, INDICATING A BALANCE IN SUPPLY AND DEMAND

Dimensions 55.56 X 140 Area 7,778 Sq.Ft. Shape RECTANGULAR View URBAN

Specific Zoning Classification R1-6 RESIDENTIAL Zoning Description SINGLE FAMILY RESIDENCES

Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private

Electricity Water Street ASPHALT

Gas Sanitary Sewer Alley NONE

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 04021C0870E FEMA Map Date 12/04/2007

Are the utilities and off-site improvements typical for the market area? Yes No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

NO APPARENT ADVERSE EASEMENTS, ENCROACHMENTS, OR OTHER ADVERSE CONDITIONS NOTED.

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	CONCRETE	Floors	WW,CER/GOOD		
# of Stories ONE	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	WOOD/STUCCO	Walls	DRYWALL/GOOD		
Type <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area NONE sq.ft.	Roof Surface	ASPH SHINGLE	Trim/Finish	WOOD/GOOD		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish NONE %	Gutters & Downspouts	OVERHANG	Bath Floor	CERAMIC/GOOD		
Design (Style) RANCH	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	ALUMINUM	Bath Wainscot	CER,FG/GOOD		
Year Built 2006	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	NONE	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 5	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	YES	<input checked="" type="checkbox"/> Driveway	# of Cars 2		
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	CONCRETE		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel ELECTRIC	Fireplace(s) #	<input checked="" type="checkbox"/> Fence CHAINLINK	<input checked="" type="checkbox"/> Garage	# of Cars 2		
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck COV	<input checked="" type="checkbox"/> Porch ENTRY	<input type="checkbox"/> Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Att. <input type="checkbox"/> Det.	<input type="checkbox"/> Built-in		

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)

Finished area above grade contains: 5 Rooms 3 Bedrooms 2 Bath(s) 1,218 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). TWO CAR GARAGE, BUILT INS, COVERED PATIO, CEILING FANS

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). OVERALL THE SUBJECT IS IN GOOD CONDITION WITH NO FUNCTIONAL OR PHYSICAL INADEQUACIES CONSIDERED. NO APPARENT REPAIR ITEMS NOTED.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

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There are 6 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 43,000 to \$ 150,000							
There are 48 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 14,900 to \$ 90,900							
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	745 SOUTH CENTRAL AVENUE FLORENCE, AZ 85132	417 E ASHLEY WAY FLORENCE, AZ 85132	144 S MULBERRY ST FLORENCE, AZ 85132	127 S MULBERRY ST FLORENCE, AZ 85132			
Proximity to Subject		0.65 MILES SE	0.42 MILES NW	0.42 MILES NW			
Sale Price	\$ N/A	\$ 72,000	\$ 90,000	\$ 85,250			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 53.69 sq.ft.	\$ 63.60 sq.ft.	\$ 70.34 sq.ft.			
Data Source(s)		COUNTY RECORDS/MLS	COUNTY RECORDS/MLS	COUNTY RECORDS/MLS			
Verification Source(s)		AGENTS/REALIST	AGENTS/REALIST	AGENTS/REALIST			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		CONV		CONV		CASH	
Date of Sale/Time		NONE		NONE		NONE	
Location	FLORENCE	FLORENCE	-2,500	FLORENCE	-2,500	FLORENCE	-2,500
Leasehold/Fee Simple	Fee Simple	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	7,778 Sq.Ft.	7000 SF		6098 SF		6098 SF	
View	URBAN	URBAN		URBAN		URBAN	
Design (Style)	RANCH	RANCH		RANCH		RANCH	
Quality of Construction	AVG	AVG		AVG		AVG	
Actual Age	7	2004		2001		2006	
Condition	AVERAGE	INFERIOR	+2,000	AVERAGE		AVERAGE	
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
	5 3 2	6 4 2.00		5 3 2.00		5 3 2.00	
Gross Living Area	1,218 sq.ft.	1,341 sq.ft.	-3,700	1,415 sq.ft.	-5,900	1,212 sq.ft.	0
Basement & Finished Rooms Below Grade	NONE	NONE		NONE		NONE	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	FWA/REF	FWA/REF		FWA/REF		FWA/REF	
Energy Efficient Items	TYPICAL	TYPICAL		TYPICAL		TYPICAL	
Garage/Carport	2	SIMILAR		SIMILAR		SIMILAR	
Porch/Patio/Deck	COV PATIO	COV PATIO		COV PATIO		COV PATIO	
FIREPLACES	NONE	NONE		NONE		NONE	
FENCE, POOL, ETC	WL,STG,LSCP	SIMILAR		FN,STG,LSCP	-2,500	FN,STG,LSCP	
FEATURES	APPLS. MISC.	I		SUP UPGRDS	-5,000	SUP UPGRDS	-5,000
Net Adjustment (Total)			\$ -4,200		\$ -15,900		\$ -7,500
Adjusted Sale Price of Comparables		Net Adj. 5.8%		Net Adj. 17.7%		Net Adj. 8.8%	
		Gross Adj. 11.4%	\$ 67,800	Gross Adj. 17.7%	\$ 74,100	Gross Adj. 8.8%	\$ 77,750
<input type="checkbox"/> did <input checked="" type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain N/A							
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.							
Data Source(s) COUNTY RECORDS/MLS/OWNER							
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.							
Data Source(s) COUNTY RECORDS/MLS							
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).							
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3			
Date of Prior Sale/Transfer	NONE IN PAST 3 YEARS	NONE IN PRIOR YEAR	06/01/2013	UNKNOWN			
Price of Prior Sale/Transfer	NONE	NONE	\$79,950	\$57,100			
Data Source(s)	COUNTY RECORDS	COUNTY RECORDS	COUNTY RECORDS	COUNTY RECORDS			
Effective Date of Data Source(s)	11/29/2013	11/29/2013	11/29/2013	11/29/2013			
Analysis of prior sale or transfer history of the subject property and comparable sales NO SALES IN THE PAST THREE YEARS FOR SUBJECT. PRIOR SALES FOR TWO AND THREE WERE PROPERTY FLIPS AFTER REMODLING.							
Summary of Sales Comparison Approach NO FINANCING ADJUSTMENTS ARE WARRANTED; NO ADVERSE FACTORS INFLUENCING MARKET VALUE NOTED. THE COMPARABLES SALES ARE THE MOST APPROPRIATE, PROXIMATE, PROPERTIES AVAILABLE; EACH SALE IS FROM THE SUBJECT'S SUB-MARKET, IS INFLUENCED BY SIMILAR FACTORS AND EACH WOULD COMPETE W/SUBJECT IF LISTED. A RANGE OF VALUE BASED UPON THIS ANALYSIS WOULD BE \$70,000 TO \$80,000.							
Indicated Value by Sales Comparison Approach \$ 75,000							
Indicated Value by: Sales Comparison Approach \$ 75,000 Cost Approach (if developed) \$ Income Approach (if developed) \$							
MARKET APPROACH IS GIVEN PRIMARY WEIGHT. INCOME AND COST APPROACH NOT DEVELOPED.							
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. APPRAISAL IS BASED ON CASH TO SELLER OR THIRD PARTY INSTITUTIONAL FINANCING AT CURRENT RATES AND TERMS.							
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 75,000, as of 11/29/2013, which is the date of inspection and the effective date of this appraisal.							

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ADDITIONAL COMMENTS	INTENDED USER OF THIS APPRAISAL REPORT IS THE LENDER/CLIENT. AN EXTENSIVE SEARCH WAS PERFORMED TO TRY TO FIND THE MOST RECENT AVAILABLE COMPARABLE SALES. IN THIS CASE THE REQUIREMENT FOR TWO SALES WITHIN NINETY DAYS COULD NOT BE ACHIEVED. THE SALES CHOSEN ARE THE MOST RECENT AND PROXIMATE AVAILABLE. THE BEST SALES WERE USED IN THIS REPORT. I HAVE PERFORMED NO SERVICES, AS AN APPRAISER OR IN ANY OTHER CAPACITY, REGARDING THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT WITHIN THE THREE YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF THIS ASSIGNMENT. TYPICAL EXPOSURE TIME FOR THE SUBJECT IS 3-6 MONTHS EXTRAORDINARY ASSUMPTIONS USPAP DEFINES AN EXTRAORDINARY ASSUMPTION AS FOLLOWS: "EXTRAORDINARY ASSUMPTIONS": ASSUMPTIONS, DIRECTLY RELATED TO A SPECIFIC ASSIGNMENT, WHICH, IF FOUND TO BE FALSE, COULD ALTER THE APPRAISER'S OPINIONS OR CONCLUSIONS. A COMMENT TO THE DEFINITION EXPLAIN THAT EXTRAORDINARY ASSUMPTIONS PRESUME AS FACT OTHERWISE UNCERTAIN INFORMATION COMMENT: THIS APPRAISAL IS BASED ON THE EXTRAORDINARY ASSUMPTION(S) THAT: 1. THE SUBJECT PROPERTY WAS COMPLETED IN A PROFESSIONAL AND WORKMAN LIKE MANNER AND WOULD MEET CURRENT BUILDING CODES ON THE DATE COMPLETED. 2. ALL INFORMATION, MATERIALS AND VERBAL COMMUNICATION PROVIDED BY THE CLIENT ARE ASSUMED TO BE RELIABLE. THUS, ANALYSES AND CONCLUSIONS DERIVED FROM THESE MATERIALS ARE BASED UPON THIS ASSUMPTION. 3. THE ACTUAL SITE AND IMPROVEMENT SIZE IS BASED UPON THE RECORDS OF THE PINAL COUNTY ASSESSOR AND PROVIDED MARKETING MATERIAL AND NOT A FORMAL SURVEY.																																				
COST APPROACH	<p style="text-align: center;">COST APPROACH TO VALUE (not required by Fannie Mae)</p> Provide adequate information for the lender/client to replicate the below cost figures and calculations. Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) NOT REQUIRED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW</td> <td>OPINION OF SITE VALUE</td> <td>= \$</td> </tr> <tr> <td>Source of cost data</td> <td>DWELLING</td> <td>Sq.Ft. @ \$</td> </tr> <tr> <td>Quality rating from cost service</td> <td></td> <td>Effective date of cost data</td> </tr> <tr> <td></td> <td></td> <td>Sq.Ft. @ \$</td> </tr> <tr> <td>Comments on Cost Approach (gross living area calculations, depreciation, etc.)</td> <td></td> <td>.....</td> </tr> <tr> <td>1218 TOTAL SQUARE FEET OF LIVING AREA</td> <td>Garage/Carport</td> <td>Sq.Ft. @ \$</td> </tr> <tr> <td></td> <td>Total Estimate of Cost-New</td> <td>.....</td> </tr> <tr> <td>NO FUNCTIONAL OR EXTERNAL OBSOLESCENCE NOTED.</td> <td>Less Physical</td> <td>Functional</td> </tr> <tr> <td></td> <td>Depreciation</td> <td>External</td> </tr> <tr> <td></td> <td>Depreciated Cost of Improvements</td> <td>.....</td> </tr> <tr> <td></td> <td>"As-is" Value of Site Improvements</td> <td>.....</td> </tr> <tr> <td>Estimated Remaining Economic Life (HUD and VA only) 55 Years</td> <td>INDICATED VALUE BY COST APPROACH</td> <td>.....</td> </tr> </table>	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	Source of cost data	DWELLING	Sq.Ft. @ \$	Quality rating from cost service		Effective date of cost data			Sq.Ft. @ \$	Comments on Cost Approach (gross living area calculations, depreciation, etc.)		1218 TOTAL SQUARE FEET OF LIVING AREA	Garage/Carport	Sq.Ft. @ \$		Total Estimate of Cost-New	NO FUNCTIONAL OR EXTERNAL OBSOLESCENCE NOTED.	Less Physical	Functional		Depreciation	External		Depreciated Cost of Improvements		"As-is" Value of Site Improvements	Estimated Remaining Economic Life (HUD and VA only) 55 Years	INDICATED VALUE BY COST APPROACH
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	"As-is" Value of Site Improvements																																			
Estimated Remaining Economic Life (HUD and VA only) 55 Years	INDICATED VALUE BY COST APPROACH																																			
INCOME	<p style="text-align: center;">INCOME APPROACH TO VALUE (not required by Fannie Mae)</p> Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach Summary of Income Approach (including support for market rent and GRM) NOT DEVELOPED																																				
PUD INFORMATION	<p style="text-align: center;">PROJECT INFORMATION FOR PUDs (if applicable)</p> Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit. Legal Name of Project Total number of phases Total number of units Total number of units sold Total number of units rented Total number of units for sale Data source(s) Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion. Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion. Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options. Describe common elements and recreational facilities.																																				

Uniform Residential Appraisal Report

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # TBD

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

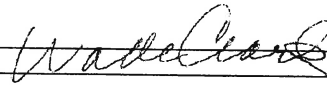
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
 Name WADE CLARK 
 Company Name _____
 Company Address 3561 East 42nd Stravenue, TUCSON, AZ 85713

Telephone Number (520) 750-8200
 Email Address WCLARK@GREENBERGCLARK.COM
 Date of Signature and Report 12/10/2013
 Effective Date of Appraisal 11/29/2013
 State Certification # 30214
 or State License # _____
 or Other (describe) _____ State # _____
 State AZ
 Expiration Date of Certification or License 08/31/2014

ADDRESS OF PROPERTY APPRAISED
745 SOUTH CENTRAL AVENUE
FLORENCE, AZ 85132
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 75,000
 LENDER/CLIENT
 Name _____
 Company Name CITY OF FLORENCE
 Company Address _____
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____

Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Supplemental Addendum

File No. TBD

Borrower/Client	N/A			
Property Address	745 SOUTH CENTRAL AVENUE			
City	FLORENCE	County	PINAL	State AZ Zip Code 85132
Lender	CITY OF FLORENCE			

ADDITIONAL COMMENTS**NEIGHBORHOOD:**

IS LOCATION BUILT UP GREATER THAN 25%. YES.

IS THE MARKETING TIME UNDER SIX MONTHS: YES

IS THE VALUE OF THE SUBJECT PROPERTY ABOVE THE PREDOMINANT VALUE OF THE NEIGHBORHOOD: NO.

COMMENTS ON SITE:

IS THE SUBJECT A CONFORMING USE. YES.

COMMENTS ON MARKET DATA:

PROXIMITY OF COMPARABLES: ALL SALES ARE IN THE SUBJECTS IMMEDIATE AREA.

DATE OF SALE: SALES OVER SIX MONTHS - NONE

FINANCING: WERE THERE ANY EXCESSIVE DISCOUNT POINTS PAID OR LIBERAL FINANCING INVOLVED: NO.

ARE ANY INDIVIDUAL ADJUSTMENTS 10% OF THE SALES PRICE? NO.

ARE ANY GROSS ADJUSTMENTS GREATER THAN 25% OF THE SALES PRICE: NO.

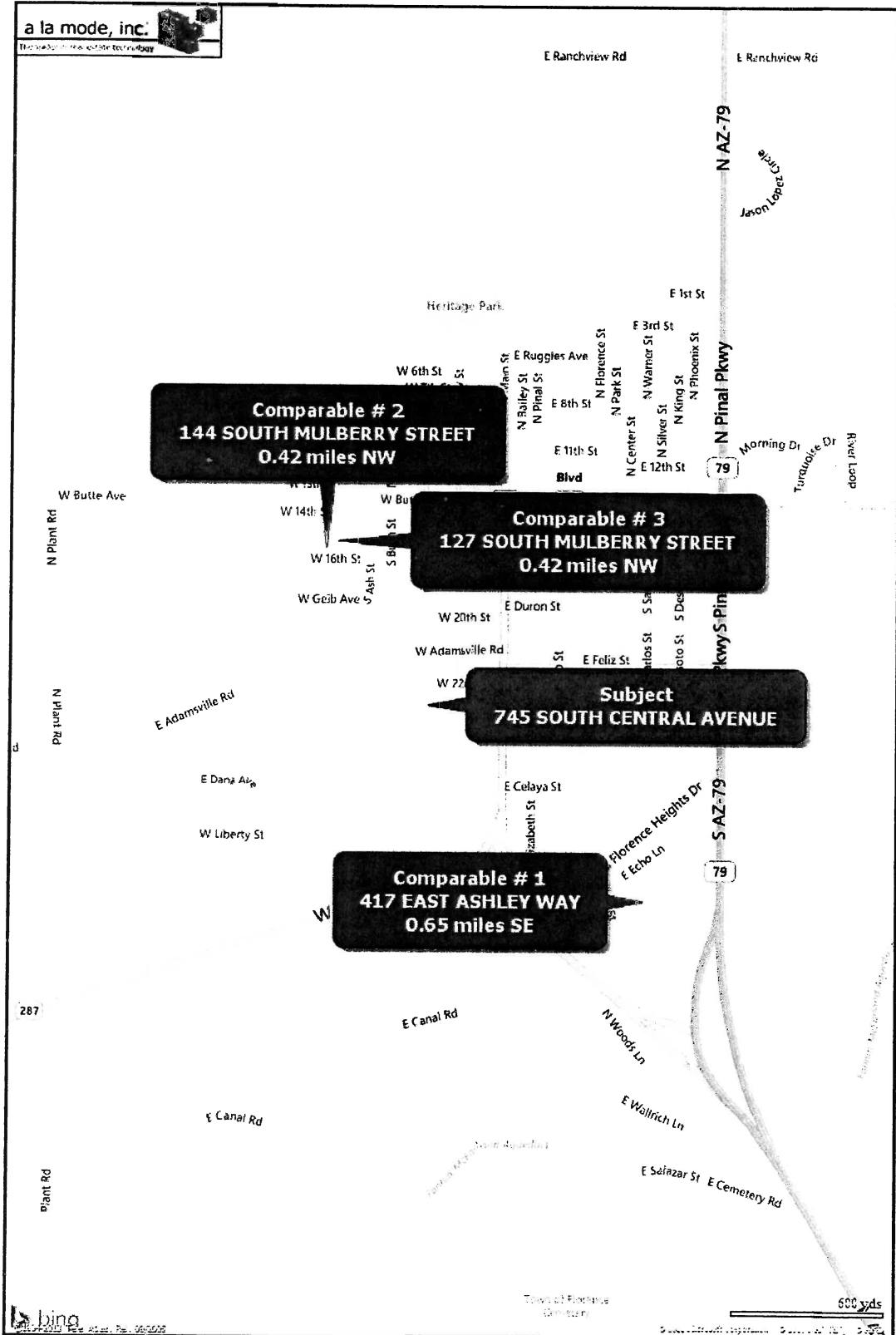
GENERALLY EQUAL EMPHASIS GIVEN TO ALL SALES.

COMMENTS ON LISTINGS IN THE AREA:

A REVIEW OF THE ACTIVE LISTINGS INDICATES THE CURRENT VALUE ESTIMATE IS REASONABLE.

LOCATION MAP

Borrower/Client	N/A						
Property Address	745 SOUTH CENTRAL AVENUE						
City	FLORENCE	County	PINAL	State	AZ	Zip Code	85132
Lender	CITY OF FLORENCE						



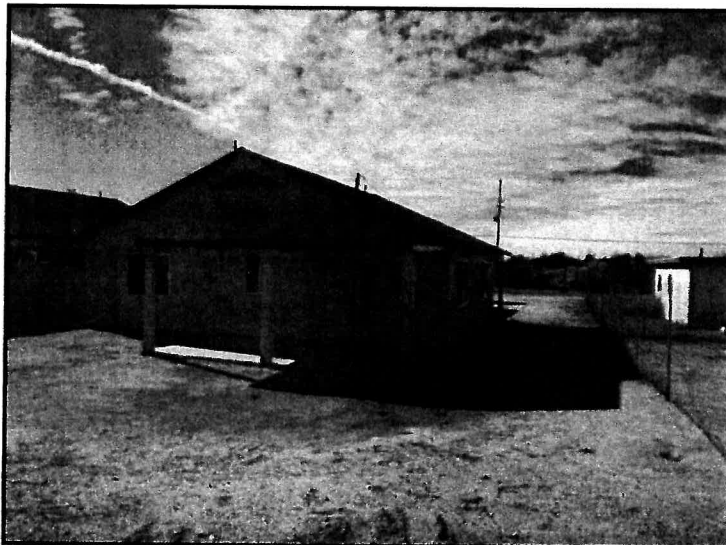
SUBJECT PHOTO PAGE

Borrower/Client	N/A						
Property Address	745 SOUTH CENTRAL AVENUE						
City	FLORENCE	County	PINAL	State	AZ	Zip Code	85132
Lender	CITY OF FLORENCE						

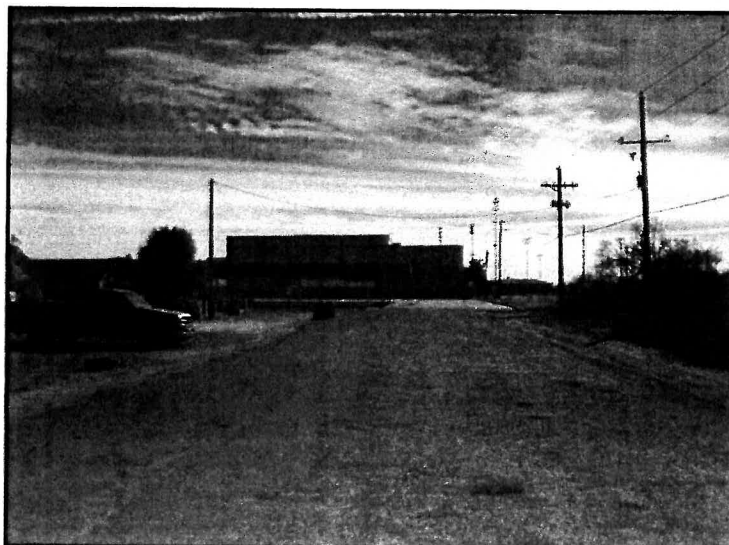


SUBJECT FRONT

745 SOUTH CENTRAL AVENUE
SALES PRICE N/A
GROSS LIVING AREA 1,218
TOTAL ROOMS 5
TOTAL BEDROOMS 3
TOTAL BATHROOMS 2
LOCATION FLORENCE
VIEW URBAN
SITE 7,778 Sq.Ft.
QUALITY AVG
AGE 7



SUBJECT REAR



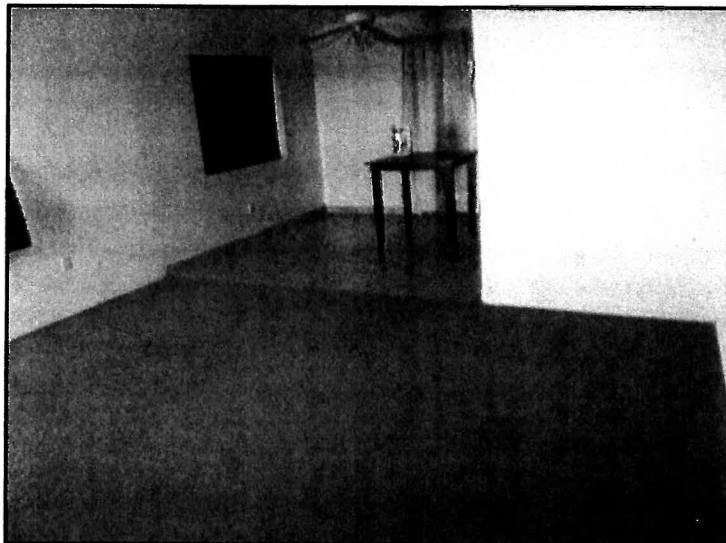
SUBJECT STREET

PHOTOGRAPH ADDENDUM

Borrower/Client	N/A				
Property Address	745 SOUTH CENTRAL AVENUE				
City	FLORENCE	County	PINAL	State	AZ Zip Code 85132
Lender	CITY OF FLORENCE				



KITCHEN



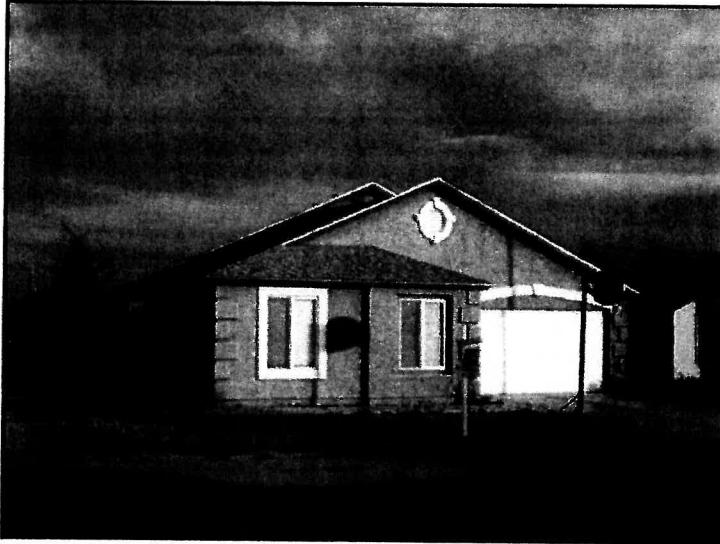
LIVING ROOM



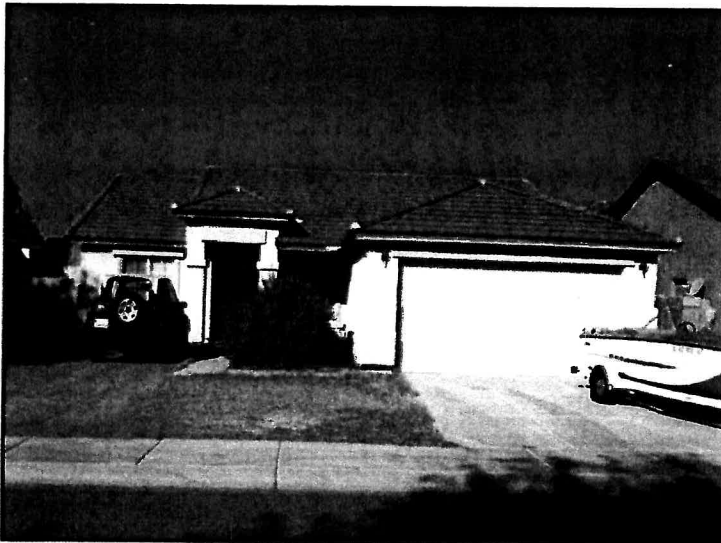
BATHROOM

COMPARABLE PHOTO PAGE

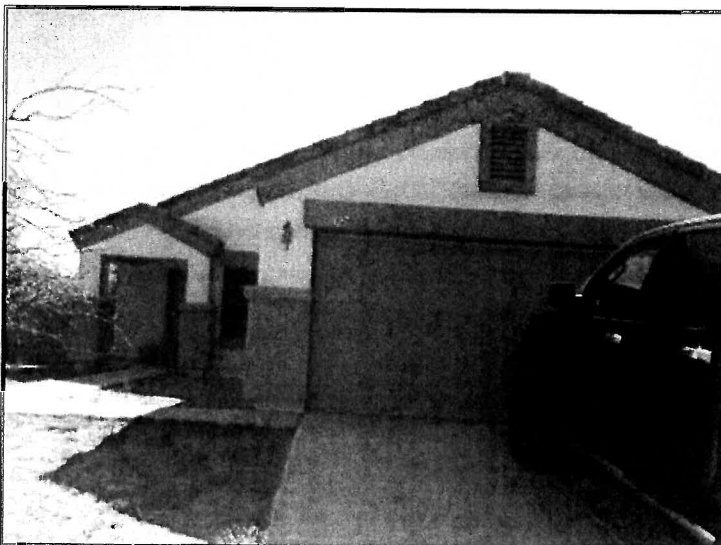
Borrower/Client	N/A				
Property Address	745 SOUTH CENTRAL AVENUE				
City	FLORENCE	County	PINAL	State	AZ
Lender	CITY OF FLORENCE				
				Zip Code	85132

**COMPARABLE 1**

417 E ASHLEY WAY
 PROX. TO SUBJECT 0.65 MILES SE
 SALE PRICE 72,000
 GROSS LIVING AREA 1,341
 TOTAL ROOMS 6
 TOTAL BEDROOMS 4
 TOTAL BATHROOMS 2.00
 LOCATION FLORENCE
 VIEW URBAN
 SITE 7000 SF
 QUALITY AVG
 AGE 2004

**COMPARABLE 2**

144 S MULBERRY ST
 PROX. TO SUBJECT 0.42 MILES NW
 SALE PRICE 90,000
 GROSS LIVING AREA 1,415
 TOTAL ROOMS 5
 TOTAL BEDROOMS 3
 TOTAL BATHROOMS 2.00
 LOCATION FLORENCE
 VIEW URBAN
 SITE 6098 SF
 QUALITY AVG
 AGE 2001

**COMPARABLE 3**

127 S MULBERRY ST
 PROX. TO SUBJECT 0.42 MILES NW
 SALE PRICE 85,250
 GROSS LIVING AREA 1,212
 TOTAL ROOMS 5
 TOTAL BEDROOMS 3
 TOTAL BATHROOMS 2.00
 LOCATION FLORENCE
 VIEW URBAN
 SITE 6098 SF
 QUALITY AVG
 AGE 2006

When recorded, return to:
Lisa Garcia
Town Clerk
Town of Florence
P.O. Box 2670
Florence, AZ 85132

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration,

THE TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation, hereafter called the Grantor, hereby conveys to

Dennis Bagnall and Deborah Bagnall, as joint tenants with right of survivorship,

the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto:

Pinal County Assessor Parcel No. 202-09-037D, 745 S. Central Avenue, Florence, Arizona 85132, and further described as:

That portion of Lots 9 and 10, Block 9, TURNER ADDITION TO TOWN OF FLORENCE, Book 3 of Miscellaneous, Page 598 of records of Pinal County, Arizona, being a part of the Southeast quarter of the Northeast quarter of Section 2, Township 5 South, Range 9 East of the Gila and Salt River Meridian, County of Pinal, State of Arizona, lying within the following described parcel:

Commencing at the East quarter corner of said Section 2, which the Center quarter corner of said Section 2 bears South 89 degrees, 41 minutes, 58 seconds West, a distance of 2636.10 feet;

Thence North 75 degrees, 34 minutes, 52 seconds West, a distance of 909.05 feet marking the Southwest corner of Lot 8;

Thence North 00 degrees, 35 minutes, 18 seconds West, a distance of 55.56 feet to the Point of Beginning;

Thence North 00 degrees, 35 minutes, 18 seconds West, a distance of 55.56 feet;

Thence North 89 degrees, 20 minutes, 08 seconds East, a distance of 140.00 feet;

Thence South 00 degrees, 35 minutes, 18 seconds East, a distance of 55.84 feet;

Thence South 89 degrees, 26 minutes, 58 seconds West, a distance of 140.00 feet to the Point of Beginning.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, the revisions and revision, remainders, rents, issues and profits thereof, and subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the above granted premises and has good right to sell and convey same; and that Grantor, his heirs, executors and administrators shall warrant and defend the title against Grantor's acts and none other unto the Grantee and its assigns against all lawful claims whatsoever.

EXEMPT PURSUANT TO A.R.S. § 11-1134(A)(4).

DATED as of this ____ day of _____, 2014.

The Town of Florence, Arizona, an Arizona municipal corporation

By: _____

Name: Tom J. Rankin

Its: Mayor

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Tom J. Rankin the Mayor of the Town of Florence, Arizona, an Arizona municipal corporation.

My commission expires:

Notary Public

**Town of Florence
Summary of Warrants Paid
As of February 2014**

Source	Amount
Accounts Payable-Warrant Register	1,325,541.00
ACH/Wire Transfers	
sales tax payments - ADOR	19,001.22
child support/assignment PR levys	4,853.72
credit/debit/analysis/bank fees	2,581.55
HSA payments	3,536.71
AFLAC payments	4,592.58
health insurance payments - CIGNA	108,050.30
deferred comp payments	910.00
Total Transfers	143,526.08
Electronic Retirement Transfer	
ppd 1 - ASRS	43,674.07
ppd 2 - ASRS	45,660.30
ppd 3 - ASRS	0.00
ppd 1 - Securian (Firefighter Pension)	180.26
ppd 2 - Securian (Firefighter Pension)	103.45
Total Retirement Transfers	89,618.08
Payroll Transfer	
ppd 1	210,516.16
ppd 2	242,351.45
Total Payroll Transfers	452,867.61
Credit Union Transfers	
ppd 1	4,025.38
ppd 2	4,025.38
Total Credit Union Transfers	8,050.76
Electronic State Tax Transfers	
ppd 1	8,706.44
ppd 2	7,905.20
Total State Tax Deposits	16,611.64
Electronic Federal Tax Transfers	
ppd 1	79,657.67
ppd 2	65,061.46
Total Federal Tax Deposits	144,719.13
General Checking Account	\$2,180,934.30
Total Warrants	\$2,180,934.30

**Town of Florence
Warrant Register - February 2014**

Check Number	Check Issue Date	Name	Invoice No	Invoice Date	Description	Total Cost
20	2/28/2014	ALPHA CARD	FEB 192014	2/1/2014	ID Machine Software Upgrade	300.00
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	Code book commentaries	265.00
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	IAI certification testing fees - Amber Clifford	300.00
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	Kitchen supplies for new station	1,401.24
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	Cards for Diamond	29.99
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	Stainless steel roasters	165.95
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	Tickets for Spring Training game	250.00
21	2/28/2014	BANKCARD CENTER	FEB 192014	2/1/2014	Refund of late fees	(15.00)
22	2/28/2014	FLORENCE TRUE VALUE HARDWARE	FEB 192014	2/1/2014	Dust mask, temple glasses & goggles	28.21
22	2/28/2014	FLORENCE TRUE VALUE HARDWARE	FEB 192014	2/1/2014	AZ ATV Adventures	30.00
23	2/28/2014	Global Gov't/Ed Solutions Inc.	FEB 192014	2/1/2014	(2) Computer Monitors 22 - Accounting Manager	321.94
24	2/28/2014	GOVERNMENT FINANCE	FEB 192014	2/1/2014	Webinars	170.00
24	2/28/2014	GOVERNMENT FINANCE	FEB 192014	2/1/2014	Webinars-refund	(25.00)
25	2/28/2014	HOME DEPOT CREDIT SERVICES	FEB 192014	2/1/2014	Deck Screws and Driver bits for Silver King Deck repair	195.57
26	2/28/2014	KeyPhones Direct	FEB 192014	2/1/2014	Shortel IP 265-Silver (Accounting Manager)	132.00
27	2/28/2014	NIGP	FEB 192019	2/1/2014	Procurement Training (Tucson)	75.00
28	2/28/2014	Pinal Partnership	FEB 192014	2/1/2014	Registration fee for meeting - Jess K	20.00
29	2/28/2014	STATE BAR OF ARIZONA	FEB 192014	2/1/2014	Bar Dues JM	460.00
30	2/28/2014	Travel Lodge Conference	FEB 192014	2/1/2014	Dispatcher Supervisory Training SG	76.54
31	2/28/2014	www.Logmein	FEB 192014	2/1/2014	LogmeIn-Remote Access	229.00
92724	2/4/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 124/14FIRE	2/4/2014	RETIREMENT CONTRIBUTIONS FIRE	14,356.81
92724	2/4/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 124/14FIRE	2/4/2014	RETIREMENT CONTRIBUTIONS FIRE	(898.76)
92724	2/4/2014	AZ PUBLIC SAFETY	PPE 124/14PD	2/4/2014	RETIREMENT CONTRIBUTIONS	16,482.73
92725	2/6/2014	Aaron Lewis c/o Mark Tucker	PPE 0124/14	2/5/2014	Levy	73.71
92726	2/6/2014	Arizona Office of Technology	46871	1/27/2014	Quarterly usage & maintenance	502.16
92727	2/6/2014	BAHME, JENNIFER	REF UNIT 114	1/25/2014	Reimbursement for purchase of Uniform Pants	81.80
92727	2/6/2014	BAHME, JENNIFER	UNI REF 12414	1/24/2014	Reimbursement for work boots	108.69
92728	2/6/2014	BAXTER DESIGN GROUP LLC	356	8/13/2013	Town of Florence- Attaway Roadway-Guard Rail Design	4,800.00
92728	2/6/2014	BAXTER DESIGN GROUP LLC	392	11/30/2013	Provide As-Built survey of Fire Station No. 1 for Fuel Facility Road	3,300.00

92729	2/6/2014	Bestway Electric Motor	4401059	1/16/2014	Repair of Reliance pump motor #4 of 4	10,463.70
92729	2/6/2014	Bestway Electric Motor	4401060	1/16/2014	Repair of Reliance pump motor	8,132.62
92729	2/6/2014	Bestway Electric Motor	4401061	1/16/2014	Repair of Reliance pump motor #3 of 4	7,511.30
92730	2/6/2014	CASELLE, INC.	54366	1/1/2014	Contract Support	1,496.00
92730	2/6/2014	CASELLE, INC.	55026	2/1/2014	Contract Support	1,496.00
92731	2/6/2014	CENTERLINE SUPPLY WEST, INC.	69073	1/28/2014	Red paint/ Five 5 gallon containers	100.18
92732	2/6/2014	Cintas Corporation	696671486	1/17/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
92732	2/6/2014	Cintas Corporation	696671486	1/17/2014	Weekly fee for uniforms and mats for Utility Dept.	21.71
92732	2/6/2014	Cintas Corporation	696671486	1/17/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
92732	2/6/2014	Cintas Corporation	696671486	1/17/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
92732	2/6/2014	Cintas Corporation	696675999	1/31/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
92732	2/6/2014	Cintas Corporation	696675999	1/31/2014	Weekly fee for uniforms and mats for PW Dept.	44.30
92732	2/6/2014	Cintas Corporation	696675999	1/31/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
92732	2/6/2014	Cintas Corporation	696675999	1/31/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
92732	2/6/2014	Cintas Corporation	696675999	1/31/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
92733	2/6/2014	DEPT OF ECONOMIC SECURITY	2040010.071	12/28/2013	UNEMPLOYMENT	1,680.00
92734	2/6/2014	EAST VALLEY SPORTS	1663	1/17/2014	Softballs for Super Senior Tournament	155.92
92735	2/6/2014	Elite Shutters & Blinds, LLC	9084	1/22/2014	Blinds for Admin Conference room (Payment in advance)	188.83
92736	2/6/2014	FLORENCE TRUE VALUE HARDWARE	208089	1/22/2014	Emergency purchase repair 18th St. Premix Concrete	86.53
92736	2/6/2014	FLORENCE TRUE VALUE HARDWARE	208092	1/22/2014	Purchase parts for repair to NWWTP	7.82
92736	2/6/2014	FLORENCE TRUE VALUE HARDWARE	208127	1/23/2014	Purchase parts for 20th and Quartz	88.86
92736	2/6/2014	FLORENCE TRUE VALUE HARDWARE	208184	1/27/2014	Jig saw blade	6.50
92737	2/6/2014	Global Gov't/Ed Solutions Inc.	J6356911	1/24/2014	HP LaserJet Pro 400 M401n Network CZ195A Mono-Laser Printer	260.68
92738	2/6/2014	INTELLIPAY	877	12/31/2013	Monthly Gateway Fees	170.02
92738	2/6/2014	INTELLIPAY	893	1/31/2013	Annual Gateway /Transaction Fees	166.19
92739	2/6/2014	JONES AUTO CENTER	143710	1/28/2014	Two AC fan control switches for front and rear P & R -008	34.50
92740	2/6/2014	KeyPhones Direct	224961	1/16/2014	2-ShoreTel IP230 Silver new Police Substation	238.00

92741	2/6/2014	Kutack Rock LLP	1920373-3361051	1/8/2014	Legal services - Social Security	9,358.18
92742	2/6/2014	Lippman & Reed (fka)	PPE 0124/14	2/5/2014	Levy	279.20
92743	2/6/2014	MARTY'S TROPHIES & AWARDS	28690	1/30/2014	Trophies for SSST	258.72
92744	2/6/2014	Michael Angel Berlanga	10214-130/14	2/4/2014	Karate Instructor	250.00
92745	2/6/2014	Miguel, Acevedo	224-28/14	2/3/2014	Per diem 2/24-2/28/2014 General Instructor School	165.00
92746	2/6/2014	Nationwide Retirement Solution	PPE 124/14	2/5/2014	VOLUNTARY DEDUCTION	3,313.50
92747	2/6/2014	Pro-Tec Environmental, Inc.	14010801	1/8/2014	Clean Post EQ Basin @ SWWTP-NTE \$3000	2,505.00
92747	2/6/2014	Pro-Tec Environmental, Inc.	14012301	1/23/2014	Clean Post EQ Basin @ SWWTP-NTE \$3000	2,321.25
92748	2/6/2014	Rachele, Honea	REF UNI 12514	1/25/2014	Reimbursement for Uniform boots	141.30
92749	2/6/2014	Ricoh USA, Inc.	5029110278	1/14/2014	Monthly billing for copier- Base charge: 1/14/2014 to 2/13/14	60.41
92749	2/6/2014	Ricoh USA, Inc.	5029110278	1/14/2014	Monthly billing for copier- Base charge: 1/14/2014 to 2/13/14	30.20
92749	2/6/2014	Ricoh USA, Inc.	5029110278	1/14/2014	Monthly billing for copier- Base charge: 1/14/2014 to 2/13/14	30.20
92750	2/6/2014	RIPPLE INDUSTRIES	1350	12/19/2013	Effluent Station UV Project NTE \$3,000	2,445.10
92750	2/6/2014	RIPPLE INDUSTRIES	1368	1/27/2014	CIP UV Bank #1 Hour Counter & Power cable, Labor.	455.50
92751	2/6/2014	Rose, Scott	0210-14/14	1/21/2014	Per diem Feb 10-14-2014 AZ POST PT TRAINING	165.00
92752	2/6/2014	SOUTHWESTERN BUSINESS FORMS	19203	1/23/2014	Sanitation Deposit Slips	278.33
92753	2/6/2014	SURF & SKI ENTERPRISES	143951	1/28/2014	Super Senior Softball Tournament Shirts	557.81
92754	2/6/2014	TERRITORIAL NEWS	7302	1/30/2014	Home Tour Display Ad	40.00
92755	2/6/2014	The UPS Store #5920	9121	1/28/2014	Return of Damaged Custodial Shirt	11.87
92756	2/6/2014	TWOTREES TECHNOLOGIES	49668	12/27/2013	Drobo B1200i SAN - Backups	5,121.69
92756	2/6/2014	TWOTREES TECHNOLOGIES	521	1/13/2014	Drobo B1200i SAN - Backups	2,041.68
92757	2/6/2014	United States Treasury	PPE 0124/14	2/5/2014	Levy	75.00
92758	2/6/2014	UNITED WAY OF PINAL COUNTY	PPE 0124/14	2/5/2014	EMPLOYEES CONTRIBUTIONS	7.00
92759	2/6/2014	USA Funds	PPE 0124/14	2/5/2014	Levy	214.27
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	2215	1/14/2014	Supplies	466.39
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	6686	1/29/2014	Supplies for Super Senior Softball Tournament	40.56
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	6687	1/29/2014	Supplies for Early Release Days	13.74

92760	2/6/2014	WALMART COMMUNITY # 0005 7118	6688	1/29/2014	Recreation Programs: After School, IBK, BB&AB	37.59
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	6917	2/4/2014	Supplies for Mother/Son Dance	95.16
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	6925	2/4/2014	Home Tour supplies 2014	78.41
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	6926	2/4/2014	Home Tour supplies 2014	6.12
92760	2/6/2014	WALMART COMMUNITY # 0005 7118	7778	2/3/2014	Flowers and Potting Mix for Main Street Planters	143.83
93202	2/10/2014	VOID				
93216	2/10/2014	ARIZONA GLOVE & SAFETY	7326757	2/3/2014	Two cases of upside down spray paint	97.48
93217	2/10/2014	BAKER & TAYLOR BOOKS	4010770026	1/23/2014	Children's books	15.45
93217	2/10/2014	BAKER & TAYLOR BOOKS	4010770027	1/23/2014	Children's books	95.23
93217	2/10/2014	BAKER & TAYLOR BOOKS	4010770028	1/23/2014	Fiction	53.05
93217	2/10/2014	BAKER & TAYLOR BOOKS	4010770029	1/23/2014	Non-Fiction	458.41
93218	2/10/2014	FLORENCE TRUE VALUE HARDWARE	207922	1/13/2014	Open PO for Park Maintenance purchases	19.73
93218	2/10/2014	FLORENCE TRUE VALUE HARDWARE	208262	1/30/2014	Open PO for Recreation purchases	10.28
93218	2/10/2014	FLORENCE TRUE VALUE HARDWARE	208266	1/30/2014	Open PO for Park Maintenance purchases	45.05
93219	2/10/2014	MIDWEST TAPE	91567061	1/22/2014	Audio Books	31.49
93220	2/10/2014	OFFICE DEPOT INC	691193849- 001	1/17/2014	Restock of ink for printers	237.33
93222	2/10/2014	Safelite Fulfillment, Inc.	05725- 030772	1/29/2014	Windshield replacement on Parks & Recs -10	245.59
93223	2/12/2014	PINAL COUNTY TREASURER	20049053A7	2/12/2014	Florence White LLC-Taxes	1,020.90
93280	2/12/2014	AGATE INC	66741	2/4/2014	Purchase of angle iron to repair Silver King balcony	641.07
93281	2/12/2014	TEMPORARY VENDOR	10109002	2/4/2014	Water Deposit Refund	150.00
93282	2/12/2014	ARIZONA STATE TREASURER	41640	2/1/2014	STATE SURCHARGES	11,008.23
93282	2/12/2014	ARIZONA STATE TREASURER	41640	2/1/2014	STATE JCEF	436.78
93282	2/12/2014	ARIZONA STATE TREASURER	41640	2/1/2014	STATE FINES	1,168.84
93282	2/12/2014	ARIZONA STATE TREASURER	41640	2/1/2014	ZFAR 2	508.19
93282	2/12/2014	ARIZONA STATE TREASURER	41640	2/1/2014	ZFAR 1	2,015.13
93283	2/12/2014	Ashland Water Technologies	130646107	1/27/2014	Polymer for Belt Press at Both Plants NTE \$4500	2,889.42
93283	2/12/2014	Ashland Water Technologies	130646107	1/27/2014	Polymer for Belt Press at Both Plants NTE \$4500	1,444.70
93284	2/12/2014	BENSON SYSTEMS	117169	1/22/2014	Anthem Fire Station Service call	287.50
93285	2/12/2014	TEMPORARY VENDOR	428515	2/3/2014	Water Deposit Refund	81.27
93286	2/12/2014	CASA GRANDE COURIER, INC.	827	1/7/2014	Courier Fees December 2013 W/WW	252.00
93286	2/12/2014	CASA GRANDE COURIER, INC.	827	1/7/2014	Courier Fees December 2013 SWWTP	1,066.00

93286	2/12/2014	CASA GRANDE COURIER, INC.	827	1/7/2014	Courier Fees December 2013 NWWTP	1,066.00
93286	2/12/2014	CASA GRANDE COURIER, INC.	827	1/7/2014	Courier Fees 12/2013 to Sim Murray LTD	216.00
93286	2/12/2014	CASA GRANDE COURIER, INC.	827	1/7/2014	Courier 12/26/13 to Berkley Risk from Lisa Garcia	24.00
93287	2/12/2014	TEMPORARY VENDOR	218083	2/5/2014	Water Deposit Refund	150.00
93288	2/12/2014	CENTURYLINK	4EA 2/14	1/16/2014	5829	47.81
93288	2/12/2014	CENTURYLINK	4EA 2/14	1/16/2014	9176	46.65
93288	2/12/2014	CENTURYLINK	4EA 2/14	1/16/2014	7347	199.90
93288	2/12/2014	CENTURYLINK	4EA 2/14	1/16/2014	236	45.04
93289	2/12/2014	CENTURYLINK	AZ65655	6/14/2013	Claim for damaged line 11/27/12	1,811.41
93290	2/12/2014	Cintas Corporation	696673725	1/24/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
93290	2/12/2014	Cintas Corporation	696673725	1/24/2014	Weekly fee for uniforms and mats for Utility Dept.	21.71
93290	2/12/2014	Cintas Corporation	696673725	1/24/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
93290	2/12/2014	Cintas Corporation	696673725	1/24/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
93291	2/12/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5474	1/6/2014	Electrical Contactor at SWWTP Influent Pump #3	672.79
93292	2/12/2014	TEMPORARY VENDOR	11002922	2/4/2014	Water Deposit Refund	150.00
93293	2/12/2014	TEMPORARY VENDOR	10310004	2/5/2014	Water Deposit Refund	150.00
93294	2/12/2014	TEMPORARY VENDOR	709103	2/5/2014	Garbage Deposit Refund	7.00
93295	2/12/2014	Dickson Wright Mariscal Weeks	903609	1/16/2014	Johnson Utilities	525.00
93296	2/12/2014	TEMPORARY VENDOR	10901171	2/4/2014	Water Deposit Refund	150.00
93297	2/12/2014	TEMPORARY VENDOR	507106	2/4/2014	Water Deposit Refund	150.00
93298	2/12/2014	HENRY & HORNE, P.L.C.	194817	12/31/2013	Johnson Utilities Services	17,600.00
93299	2/12/2014	Industrial Svc. & Supply Inc.	34800	11/1/2013	One MO308 McCromter Saddle Meter Gallons & GPM	1,083.45
93300	2/12/2014	TEMPORARY VENDOR	10214605	2/5/2014	Water Deposit Refund	150.00
93301	2/12/2014	TEMPORARY VENDOR	10304002	2/5/2014	Water Deposit Refund	150.00
93302	2/12/2014	TEMPORARY VENDOR	10808604	2/4/2014	Water Deposit Refund	150.00
93303	2/12/2014	TEMPORARY VENDOR	711212	2/4/2014	Garbage Deposit Refund	24.00
93304	2/12/2014	Paladin Data	2052	1/29/2014	SmartGov	20,528.00
93305	2/12/2014	TEMPORARY VENDOR	10200404	2/5/2014	Water Deposit Refund	150.00
93306	2/12/2014	PETTY CASH - SENIOR CENTER	112-11516	2/5/2014	Petty Cash	189.67
93307	2/12/2014	PINAL COUNTY TREASURER	41653	2/1/2014	ASSESSMENT JUSTICE COURT FEE	74.92
93308	2/12/2014	TEMPORARY VENDOR	1027402	2/5/2014	Water Deposit Refund	150.00
93309	2/12/2014	STANDARD AND POOR'S	10335820	11/18/2013	Analytical Services	8,200.00
93310	2/12/2014	TEMPORARY VENDOR	107605	2/15/2014	Garbage Deposit Refund	20.62
93311	2/12/2014	Trafficade Service., Inc., dba	1273168	1/23/2014	Barricade rental for Main St. Inv. #01273168	375.15
93312	2/12/2014	USABlueBook - ACCT 703717	178752	10/17/2013	Replacement Colorimeter	437.59
93312	2/12/2014	USABlueBook - ACCT 703717	183390	10/23/2013	Lab Equipment/Supplies: Thermometer, Thermometer cases, Volumetric Flask.	21.15

93312	2/12/2014	USABlueBook - ACCT 703717	183390	10/23/2013	Lab Equipment/Supplies: Thermometer, Thermometer cases, Volumetric Flask.	21.15
93312	2/12/2014	USABlueBook - ACCT 703717	183688	10/23/2013	Lab Equipment/Supplies: Thermometer, Thermometer cases, Volumetric Flask.	181.33
93312	2/12/2014	USABlueBook - ACCT 703717	183688	10/23/2013	Lab Equipment/Supplies: Thermometer, Thermometer cases, Volumetric Flask.	181.34
93312	2/12/2014	USABlueBook - ACCT 703717	192273	11/4/2013	Lab Equipment/Supplies: Thermometer, Thermometer cases, Volumetric Flask.	(55.61)
93312	2/12/2014	USABlueBook - ACCT 703717	192273	11/4/2013	Lab Equipment/Supplies: Thermometer, Thermometer cases, Volumetric Flask.	(55.60)
93312	2/12/2014	USABlueBook - ACCT 703717	202723	11/15/2013	Easy Read Thermometer, HDPE Bottles, BOD Bottles	283.18
93312	2/12/2014	USABlueBook - ACCT 703717	211327	11/27/2013	Credit Memo	(441.45)
93312	2/12/2014	USABlueBook - ACCT 703717	225993	12/18/2013	Traceable Thermometer for both NWWTP & SWWTP	320.88
93312	2/12/2014	USABlueBook - ACCT 703717	225993	12/18/2013	Traceable Thermometer for both NWWTP & SWWTP	320.87
93312	2/12/2014	USABlueBook - ACCT 703717	OA4860	10/27/2013	Credit Memo	(5.59)
93312	2/12/2014	USABlueBook - ACCT 703717	OA6545	5/17/2007	Credit Memo	(285.90)
93313	2/12/2014	WATER WORKS ENGINEERS, LLC	3346	11/30/2013	Johnson Utilities Evaluation & Water Resource Allowance	19,442.86
93314	2/12/2014	WEX BANK	35683735	1/31/2014	Fuel	22,666.76
93314	2/12/2014	WEX BANK	35683735	1/31/2014	Online Fee	5.00
93315	2/12/2014	TEMPORARY VENDOR	208003 ADJ OP	2/5/2014	Overpayment 208003	1,351.77
93316	2/12/2014	Economists.com, LLC	011014W220 0	1/10/2014	Johnson Utilities Impact Analysis	15,459.38
93317	2/12/2014	FLORENCE CHAMBER OF COMMERCE	1905	1/24/2014	Chamber luncheon - Lisa and Mayor	24.00
93318	2/12/2014	FRANKLIN, D. SPOON	REF BOOTS 11414	1/14/2014	Reimbursement for work boots	155.98
93319	2/12/2014	TEMPORARY VENDOR	10600681	2/4/2014	Water Deposit Refund	150.00
93320	2/12/2014	GCR TIRE CENTERS	827-35074	1/29/2014	Four tires for ST-14	517.80
93321	2/14/2014	BANKCARD CENTER	41671	2/1/2014	RackSpace - Website Hosting - Annual	101.31
93321	2/14/2014	BANKCARD CENTER	41671	2/1/2014	1&1- Website Hosting	49.99
93321	2/14/2014	BANKCARD CENTER	41671	2/1/2014	Website Renewals	101.97
93321	2/14/2014	BANKCARD CENTER	41671	2/1/2014	Business Cards - Human Resources	24.99
93321	2/14/2014	BANKCARD CENTER	41671	2/1/2014	Training Online Refund	(199.00)
93321	2/14/2014	BANKCARD CENTER	41671	2/1/2014	VistaPrint.com Business Cards	74.97
93322	2/14/2014	BAXTER DESIGN GROUP LLC	332	7/31/2012	Fire Station CFD Legals and Exhibits	600.00
93323	2/14/2014	Ceridian Benefit Services	332638190	2/3/2014	COBRA Vision Services	25.00

93324	2/14/2014	TEMPORARY VENDOR	CR20090192 214	2/1/2014	Restitution	512.16
93325	2/14/2014	MetLife - Group Benefits	KM05993410 214	2/1/2014	Monthly Invoice	4,133.62
93326	2/14/2014	smartschoolsplus, inc dba	517-017	2/4/2014	John Mitchell Contract	3,726.60
93326	2/14/2014	smartschoolsplus, inc dba	517-017	2/4/2014	John Mitchell Contract	3,726.60
93327	2/14/2014	VISION SERVICE PLAN	122539961 214	2/1/2014	VISION INSURANCE	1,731.14
93344	2/18/2014	Aaron Lewis c/o Mark Tucker	PPE 207/14	2/21/2014	Levy	106.34
93345	2/18/2014	ADAM STAPLEY	REIM POD	1/27/2014	Reimbursement for drug test	25.00
93346	2/18/2014	Advanced Infosystems	11233	2/10/2014	PROCESSING DATA FOR UTILITY BILLS	960.39
93347	2/18/2014	AmeriGas Propane	3025958616	1/31/2014	Propane for station #1	263.27
93348	2/18/2014	Apache Junction Fire District	2498	1/31/2014	Maintenance to shope #122	905.36
93349	2/18/2014	ARIZONA GLOVE & SAFETY	7326598	1/30/2014	SDS binder for Utility building	22.47
93349	2/18/2014	ARIZONA GLOVE & SAFETY	7326598	1/30/2014	SDS binder for Utility building	22.46
93350	2/18/2014	Association of State Floodplain	ME MEM 2/14	2/14/2014	MEMBERSHIP - MARK ECKHOFF	120.00
93351	2/18/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 207/14FIRE	2/17/2014	RETIREMENT CONTRIBUTIONS FIRE	(898.76)
93351	2/18/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 207/14FIRE	2/17/2014	RETIREMENT CONTRIBUTIONS FIRE	11,858.39
93351	2/18/2014	AZ PUBLIC SAFETY	PPE 207/14PD	2/17/2014	RETIREMENT CONTRIBUTIONS	15,977.84
93352	2/18/2014	BC GRAPHICS	93960	1/31/2014	Safety Jackets for PW Staff	1,069.46
93352	2/18/2014	BC GRAPHICS	93960	1/31/2014	Safety Jackets for PW Staff	54.15
93352	2/18/2014	BC GRAPHICS	93960	1/31/2014	Safety Jackets for PW Staff	67.69
93353	2/18/2014	Capital One Commercial	40957	1/31/2014	Restock of cleaning supplies & expendables	205.67
93353	2/18/2014	Capital One Commercial	40957	1/31/2014	Restock of cleaning supplies & expendables	116.62
93353	2/18/2014	Capital One Commercial	40957	1/31/2014	Restock of cleaning supplies & expendables	183.50
93354	2/18/2014	CASA GRANDE NEWSPAPERS	I79546	1/31/2014	Classified Ads	15.40
93354	2/18/2014	CASA GRANDE NEWSPAPERS	I79547	1/31/2014	Classified Ads	16.59
93354	2/18/2014	CASA GRANDE NEWSPAPERS	I79647	1/31/2014	Classified Ads	24.89
93354	2/18/2014	CASA GRANDE NEWSPAPERS	I79648	1/31/2014	Classified Ads	20.15
93354	2/18/2014	CASA GRANDE NEWSPAPERS	I79649	1/31/2014	Police support Services Manager	18.97
93355	2/18/2014	CASELLE, INC.	3X50 MS&C	2/12/2014	Training	150.00
93356	2/18/2014	CDW GOVERNMENT INC	JK51857	1/23/2014	Modems for trucks	5,050.58
93357	2/18/2014	CENTERLINE SUPPLY WEST, INC.	69137	1/31/2014	U-channel posts and replacement street signs	2,116.72
93358	2/18/2014	CESAR URENA	REIM POD	1/27/2014	Reimbursement for drug test	25.00
93359	2/18/2014	Cintas Corporation	696676000	1/31/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17

93359	2/18/2014	Cintas Corporation	696676000	1/31/2014	Weekly fee for uniforms and mats for Utility Dept.	21.71
93359	2/18/2014	Cintas Corporation	696676000	1/31/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
93359	2/18/2014	Cintas Corporation	696676000	1/31/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
93360	2/18/2014	Core Construction	13020016	1/31/2014	CONSTRUCTION COSTS FOR NEW FIRE STATION #2	351,254.80
93360	2/18/2014	Core Construction	13-020016	1/31/2014	Retainage	(35,125.49)
93361	2/18/2014	TEMPORARY VENDOR	TR2014-000132	2/11/2014	Overpayment refund	54.00
93362	2/18/2014	Day Auto Supply, Inc	605852	1/27/2014	Antifreeze, upper and lower radiator hoses for ST-024	73.11
93362	2/18/2014	Day Auto Supply, Inc	606038	1/28/2014	Stoner Glass Cleaner for Utility trucks	18.55
93362	2/18/2014	Day Auto Supply, Inc	606038	1/28/2014	Stoner Glass Cleaner for Utility trucks	9.28
93362	2/18/2014	Day Auto Supply, Inc	606038	1/28/2014	Stoner Glass Cleaner for Utility trucks	9.28
93362	2/18/2014	Day Auto Supply, Inc	606092	1/29/2014	Radiator Stop Leak for ST-024	2.92
93362	2/18/2014	Day Auto Supply, Inc	606105	1/29/2014	Battery for WW 11	104.39
93362	2/18/2014	Day Auto Supply, Inc	606105	1/29/2014	Battery for WW 11	52.19
93362	2/18/2014	Day Auto Supply, Inc	606105	1/29/2014	Battery for WW 11	52.19
93362	2/18/2014	Day Auto Supply, Inc	606106	1/29/2014	Motor oil for G921GL PD Patrol	41.77
93362	2/18/2014	Day Auto Supply, Inc	606106	1/29/2014	Air and oil filter for G921GL PD	21.60
93362	2/18/2014	Day Auto Supply, Inc	606213	1/30/2014	Fuse holder for G017FM PD Patrol	3.58
93362	2/18/2014	Day Auto Supply, Inc	606261	1/30/2014	Drivebelt Idler Pulley for G987GB PD Patrol	25.75
93362	2/18/2014	Day Auto Supply, Inc	606290	1/30/2014	Motor oil for G859FJ PD Patrol	30.36
93362	2/18/2014	Day Auto Supply, Inc	606290	1/30/2014	Rear brake pads & rotors, air and oil filter for G859FJ PD Patrol	156.31
93362	2/18/2014	Day Auto Supply, Inc	606337	1/31/2014	Two Pin-tail Hooks for ST-016	252.73
93362	2/18/2014	Day Auto Supply, Inc	606634	2/4/2014	Two front wheel hub assemblies for ST-4	518.26
93362	2/18/2014	Day Auto Supply, Inc	606794	2/5/2014	Battery for G859FJ PD Patrol	112.73
93362	2/18/2014	Day Auto Supply, Inc	606819	2/5/2014	Wiper blades for P & R -008	23.89
93362	2/18/2014	Day Auto Supply, Inc	606841	2/5/2014	Air filter and Belts for blowers for NWWTP	191.16
93363	2/18/2014	DESERT BORING AND EXCAVATION	6985	1/29/2014	Emergency excavation @ 3925 Coconino leak	312.50
93363	2/18/2014	DESERT BORING AND EXCAVATION	6985	1/29/2014	Emergency excavation @ 200 E. 6th St/ Church leak	562.50
93382	2/18/2014	DPC ENTERPRISES, L.P.	27200046-14	1/23/2014	1 ton CL2 and ten 150 lb. cylinders	758.94
93382	2/18/2014	DPC ENTERPRISES, L.P.	27200046-14	1/23/2014	1 ton CL2 and ten 150 lb. cylinders	758.94
93383	2/18/2014	Farnsworth Wholesale Company	S2277808001	1/28/2014	227-00136530-00 12 x 30" Full Circle repair clamp"	1,188.64

93384	2/18/2014	FLORENCE TRUE VALUE HARDWARE	208143	1/24/2014	SAW BLADES, TOOL BAG, TAPE MEASURE, LIGHT	104.81
93384	2/18/2014	FLORENCE TRUE VALUE HARDWARE	208204	1/28/2014	Emergency purchase: Concrete for repair at Well #1	86.53
93384	2/18/2014	FLORENCE TRUE VALUE HARDWARE	208213	1/28/2014	Purchase of small tools: shovels and rakes for Utility trucks	195.75
93384	2/18/2014	FLORENCE TRUE VALUE HARDWARE	208213	1/28/2014	Purchase of small tools: shovels and rakes for Utility trucks	97.89
93384	2/18/2014	FLORENCE TRUE VALUE HARDWARE	208213	1/28/2014	Purchase of small tools: shovels and rakes for Utility trucks	97.89
93384	2/18/2014	FLORENCE TRUE VALUE HARDWARE	208221	1/28/2014	Safety Equipment: Hard Hat for Utility worker	18.46
93385	2/18/2014	GAVIN TRELLA	REF POD	1/27/2014	Reimbursement for drug test	25.00
93386	2/18/2014	GCR TIRE CENTERS	827-35082	1/29/2014	Eight tires for PD Patrol	1,076.83
93387	2/18/2014	Global Gov't/Ed Solutions Inc.	J6530943	1/30/2014	22" Computer Monitor for Utility Director	164.52
93387	2/18/2014	Global Gov't/Ed Solutions Inc.	J6564330101	2/4/2014	Color printers for bc's office	272.74
93388	2/18/2014	HILL BROTHERS CHEMICAL CO,	5076213	12/19/2013	Restock of Sodium Bisulfate for SWWTP	1,724.70
93388	2/18/2014	HILL BROTHERS CHEMICAL CO,	5076213	12/19/2013	Restock of Sodium Bisulfate for NWWTP	1,724.70
93388	2/18/2014	HILL BROTHERS CHEMICAL CO,	5076741	1/28/2014	Restock of Sodium Bisulfate for SWWTP & NWWTP NTE \$4000	1,447.20
93388	2/18/2014	HILL BROTHERS CHEMICAL CO,	5076741	1/28/2014	Restock of Sodium Bisulfate for SWWTP & NWWTP NTE \$4000	1,447.20
93389	2/18/2014	HOME DEPOT CREDIT SERVICES	3025057	2/5/2014	Furniture movers for Town Hall	29.28
93390	2/18/2014	JONES AUTO CENTER	143711	1/28/2014	Actuator assembly for G017FM PD Patrol	62.53
93390	2/18/2014	JONES AUTO CENTER	143753	1/30/2014	Regulator assembly for G414FF PD Patrol	156.42
93390	2/18/2014	JONES AUTO CENTER	143788	1/31/2014	Motor assembly for G414FF PD Patrol	264.44
93390	2/18/2014	JONES AUTO CENTER	143829	2/3/2014	One emergency release handle for WW-005	12.82
93390	2/18/2014	JONES AUTO CENTER	143829	2/3/2014	One emergency release handle for WW-005	6.40
93390	2/18/2014	JONES AUTO CENTER	143829	2/3/2014	One emergency release handle for WW-005	6.40
93390	2/18/2014	JONES AUTO CENTER	143885	2/5/2014	One window regulator and motor for drivers door ST-027	269.65
93390	2/18/2014	JONES AUTO CENTER	143886	2/5/2014	Gear selector arm on G346ES F- 550 FFD St. #1	44.34
93390	2/18/2014	JONES AUTO CENTER	71085	1/23/2014	Repairs to coolant system for G418FF PD Volunteer vehicle	402.08

93391	2/18/2014	JUSTIN WORDEN	REIM POD	1/27/2014	Reimbursement for drug test	25.00
93392	2/18/2014	K & M DISTRIBUTING & ROOFING	146339	2/7/2014	Repairs to Little League Concession stand roof	3,142.00
93392	2/18/2014	K & M DISTRIBUTING &	146340	2/7/2014	Repairs to Heritage Park	4,975.00
93393	2/18/2014	KEVIN NELSON	REIM POD	2/3/2014	Reimbursement for drug testing	25.00
93394	2/18/2014	Lippman & Reed (fka)	PPE 0207/14	2/18/2014	Levy	444.79
93395	2/18/2014	MICHAEL HOLBROOK	REIM POD	1/27/2014	Reimbursement for drug test	25.00
93396	2/18/2014	MIDWEST TAPE	91583521	1/30/2014	Audio Books	68.23
93397	2/18/2014	Nationwide Retirement Solution	PPE 0207/14	2/17/2014	Nationwide - deferred comp	3,363.50
93398	2/18/2014	NEW YORK LIFE INSURANCE	6929080 214	2/5/2014	Monthly invoice	518.12
93399	2/18/2014	NICHOLAS BAGNALL	REIM POD	1/28/2014	Reimbursement for drug test	25.00
93400	2/18/2014	TEMPORARY VENDOR	HYD 3330	2/11/2014	Hydrant deposit refund	934.78
93401	2/18/2014	nsilab Solutions	306109	12/13/2013	1.0 mg/L Check Std, Cat. # QCI-123 : 2 packages of 25 tests	125.00
93401	2/18/2014	nsilab Solutions	307464	1/29/2014	Lab supplies: QCI-112-7 ph@concentration of 7-500mL	55.00
93402	2/18/2014	OFFICE DEPOT INC	692620307-001	1/28/2014	Restock of ink, pens for Maintenance , 2014 calendars	229.32
93402	2/18/2014	OFFICE DEPOT INC	692620307-001	1/28/2014	Restock of ink, pens for Maintenance , 2014 calendars	30.00
93402	2/18/2014	OFFICE DEPOT INC	692879360-001	1/30/2014	Office supplies	130.71
93403	2/18/2014	Pipeline Services	15677	1/31/2014	Install Hydro valve at Well #1CIP U-35	8,350.00
93404	2/18/2014	RIGHT AWAY DISPOSAL	696192	2/1/2014	RAD SANITATION CONTRACT-COMMERCIAL	7,260.38
93405	2/18/2014	ROADRUNNER OXYGEN SVC	39343	1/28/2014	Cylinder refill	99.58
93406	2/18/2014	RSC Equipment Rental/	1.17136E+11	1/31/2014	Water truck rental NTE \$4000.00	1,891.11
93406	2/18/2014	RSC Equipment Rental/	1.17298E+11	2/4/2014	Scissor Lift rental / NTE \$ 600.00)	562.85
93407	2/18/2014	SHI International Corp	BO1637305	1/13/2014	adobe acrobat pro	281.68
93408	2/18/2014	STEPHEN JOHNSON	REIM POD	2/3/2014	Reimbursement for drug testing	25.00
93409	2/18/2014	TEMPORARY VENDOR	141702052 OP	2/7/2014	Overpayment 141702052	330.18
93410	2/18/2014	TAYLOR SCHNEIDER	REIM POD	1/27/2014	Reimbursement for drug test	25.00
93411	2/18/2014	Tee Pee Contractors	38390	1/31/2013	Emergency excavation @ 3915 Santa Cruz Drive	1,012.13
93412	2/18/2014	THE WATER SHED	1676	1/22/2014	Ice	37.02
93412	2/18/2014	THE WATER SHED	3431	12/23/2013	Ice	34.05
93412	2/18/2014	THE WATER SHED	3560	1/22/2014	Water & Ice	18.50
93412	2/18/2014	THE WATER SHED	3560	1/22/2014	Water & Ice	9.26
93412	2/18/2014	THE WATER SHED	3560	1/22/2014	Water & Ice	9.26
93412	2/18/2014	THE WATER SHED	3562	1/22/2014	ice	49.37
93412	2/18/2014	THE WATER SHED	3627	2/3/2014	Water & Ice	13.57

93412	2/18/2014	THE WATER SHED	3627	2/3/2014	Water & Ice	6.79
93412	2/18/2014	THE WATER SHED	3627	2/3/2014	Water & Ice	6.79
93412	2/18/2014	THE WATER SHED	3634	2/3/2014	Water & Ice	27.15
93412	2/18/2014	THE WATER SHED	3675	2/10/2014	Water & Ice	25.23
93413	2/18/2014	UNITED EXTERMINATING	161458	2/3/2014	Exterminating fees Maintenance Building	35.00
93413	2/18/2014	UNITED EXTERMINATING	164665	2/3/2014	Exterminating fees	25.00
93413	2/18/2014	UNITED EXTERMINATING	164678	2/3/2014	Exterminating fees / Silver King	25.00
93413	2/18/2014	UNITED EXTERMINATING	164679	2/3/2014	FEBRUARY 2014 EXTERMINATING	25.00
93413	2/18/2014	UNITED EXTERMINATING	164680	2/3/2014	Exterminating fees / Town Hall	35.00
93413	2/18/2014	UNITED EXTERMINATING	164681	2/3/2014	Exterminating fees	25.00
93414	2/18/2014	UNITED FIRE EQUIPMENT CO.	517272	1/24/2014	Pant Cover for Zick & Diamond	357.39
93415	2/18/2014	United States Treasury	PPE 0207/14	2/17/2014	Levy	75.00
93416	2/18/2014	UNITED WAY OF PINAL COUNTY	PPE 0207/14	2/18/2014	EMPLOYEES CONTRIBUTIONS	7.00
93417	2/18/2014	USA Funds	PPE 0207/14	2/17/2014	Levy	228.46
93418	2/18/2014	VERMEER SALES SOUTHWEST, INC.	143088	12/31/2013	Repair Power Vacuum Machine	4,546.48
93418	2/18/2014	VERMEER SALES SOUTHWEST, INC.	143088	12/31/2013	Additional amount due for Req/PO 35736/33867 : Repair Power Vacuum	282.28
93419	2/18/2014	WAXIE SANITARY SUPPLY	74396120	1/28/2014	Cleaning Supplies	558.86
93420	2/18/2014	TEMPORARY VENDOR	CL4 10801160	2/11/2014	Claim: damaged pipe	239.57
93421	2/20/2014	Above & Beyond Fitness Repair	4707	2/5/2014	Fitness machine repair	561.33
93422	2/20/2014	American Fire Equipment	1-29969	2/6/2014	Replacement fire extinguishers for 12 yr. Hydro Exchange(11- T.H., 3-Parks Admin, 2-Parks Rec Bldg.)	985.53
93423	2/20/2014	Americana Polygraph and	FEB114 2150EA	2/1/2014	Polygraph - Defassio & Hyde	300.00
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	228.66
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	1,479.99
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	54.47
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	54.47
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	1,299.73
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	1,009.55
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	250.96
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	892.96
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	595.98
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	92.19
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	2,251.27
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	22.30
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	319.25
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	332.22
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	1,988.27
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	4,043.29
93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	4,388.27

93424	2/20/2014	ARIZONA PUBLIC SERVICE	41684	2/6/2014	ELECTRIC	22,634.40
93425	2/20/2014	Arizona Public Service Company	AR048000381 2	2/17/2014	SLID #1	189.76
93425	2/20/2014	Arizona Public Service Company	AR048000381 2	2/17/2014	SLID #2	49.50
93425	2/20/2014	Arizona Public Service Company	AR048000381 2	2/17/2014	SLID #3	258.51
93426	2/20/2014	AZ LAW ENFORCEMENT RADAR	14-1106	2/4/2014	Repair on radar units	315.27
93427	2/20/2014	BAKER & TAYLOR BOOKS	T01875700	1/31/2014	CD'S	19.22
93428	2/20/2014	Barker Morrissey Contracting, Inc.	13064	1/31/2014	Retainage	(6,314.35)
93428	2/20/2014	Barker Morrissey Contracting, Inc.	13064	1/31/2014	Brunenkant Building Stabilization/Rehabilitation	63,143.50
93429	2/20/2014	BIA	41684	2/3/2014	104233	148.43
93429	2/20/2014	BIA	41684	2/3/2014	104233	148.42
93429	2/20/2014	BIA	41684	2/3/2014	10522	110.00
93429	2/20/2014	BIA	41684	2/3/2014	20509	46.20
93429	2/20/2014	BIA	41684	2/3/2014	21243	61.60
93429	2/20/2014	BIA	41684	2/3/2014	353	233.75
93429	2/20/2014	BIA	41684	2/3/2014	21245	9,330.52
93429	2/20/2014	BIA	41684	2/3/2014	21242	1,400.28
93429	2/20/2014	BIA	41684	2/3/2014	21241	3,715.58
93430	2/20/2014	BORDERS TURF & TRACTOR	14204	1/30/2014	Mower repair	603.92
93431	2/20/2014	Capital One Commercial	75093	2/1/2014	Coffee, Creamer & kitchen supplies	167.57
93432	2/20/2014	CASA GRANDE NEWSPAPERS	87011401	1/3/2014	2nd Ad for BB&AB program	153.00
93432	2/20/2014	CASA GRANDE NEWSPAPERS	PADILLA PK	12/19/2013	LEGAL PUBLICATION	32.31
93432	2/20/2014	CASA GRANDE NEWSPAPERS	PH PZC13-13ZC	1/23/2014	LEGAL PUBLICATION	32.31
93432	2/20/2014	CASA GRANDE NEWSPAPERS	PN PZC3413ORD	12/19/2013	LEGAL PUBLICATION	26.44
93432	2/20/2014	CASA GRANDE NEWSPAPERS	PZC0114GPA	1/16/2014	LEGAL PUBLICATION	51.41
93432	2/20/2014	CASA GRANDE NEWSPAPERS	PZC4113-ZC	1/23/2014	LEGAL PUBLICATION	29.38
93432	2/20/2014	CASA GRANDE NEWSPAPERS	PZC4213-ZC	1/23/2014	LEGAL PUBLICATION	27.91
93433	2/20/2014	Casa Grande Rent A Can	6902	2/10/2014	Porta jons for Home Tour	217.00
93434	2/20/2014	CENTURYLINK	0118/0238 214	2/1/2014	118	678.94
93434	2/20/2014	CENTURYLINK	0118/0238 214	2/1/2014	238	78.71
93435	2/20/2014	Cintas Corporation	696678261	2/7/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
93435	2/20/2014	Cintas Corporation	696678261	2/7/2014	Weekly fee for uniforms and mats for PW Dept.	44.30
93435	2/20/2014	Cintas Corporation	696678261	2/7/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
93435	2/20/2014	Cintas Corporation	696678261	2/7/2014	Weekly fee for uniforms and mats for PW Dept.	3.31

93435	2/20/2014	Cintas Corporation	696678261	2/7/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
93436	2/20/2014	TEMPORARY VENDOR	100313160P	2/14/2014	Overpaid after pay off	87.77
93437	2/20/2014	Danielle, Thiede	0226/13	1/13/2014	Per Diem 2/26/13 Casa Grande Active Shooter	10.00
93438	2/20/2014	Day Auto Supply, Inc	606918	2/6/2014	Air and oil filter, wiper blades & MI20WASH for G850FJ PD Patrol	57.27
93438	2/20/2014	Day Auto Supply, Inc	606918	2/6/2014	Battery for G850FJ PD Patrol	118.25
93438	2/20/2014	Day Auto Supply, Inc	606920	2/6/2014	Front brake pads and rotor for G850FJ PD Patrol	148.76
93439	2/20/2014	DELL MARKETING L.P.	XJ9WKRRP1	1/30/2014	COMPUTERs for new station	2,899.76
93440	2/20/2014	Desert Sun Heating, Cooling	10706	7/29/2013	AC Diagnosis for Finance Area SE unit @ Town Hall Inv.#10706	195.00
93440	2/20/2014	Desert Sun Heating, Cooling	9121	1/11/2013	Diagnoses for AC @ Police Dept. Dispatch Area Inv.#9121	78.00
93440	2/20/2014	Desert Sun Heating, Cooling	9128	1/11/2013	Diagnostics for HVAC unit at Police Department Inv. # 9128	78.00
93440	2/20/2014	Desert Sun Heating, Cooling	9246	2/12/2013	Repair/ add Freon HVAC unit in Equipment Room @ Police Dept. Inv. #9246	458.40
93441	2/20/2014	Dickson Wright Mariscal Weeks	907470	2/6/2014	Johnson Utilities	5,591.68
93442	2/20/2014	DREAMSEAT	0015552-IN	1/17/2014	training room seats for station #2	5,854.00
93443	2/20/2014	Economists.com, LLC	013114W220 0	1/31/2014	JU impact Analysis	12,462.17
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208253	1/30/2014	Stainless Steel Clamps Sam Units	289.06
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208267	1/30/2014	Parts to repair North Plant Decant Pump (NWWTP)	7.82
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208288	1/31/2014	Emergency parts for leak at 1440 Centennial Park	34.63
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208336	2/4/2014	Door knob for Anthem Fire	15.21
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208345	2/4/2014	Copy of key to McFarland Building	2.71
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208371	2/5/2014	Caution tape for Utility department	27.21
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208386	2/6/2014	Hose cap for faucet at Florence Fire Dept.	3.61
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208390	2/6/2014	Purchase of Flashlight for NWWTP	29.34
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208390	2/6/2014	Parts for repairs at NWWTP	122.74
93444	2/20/2014	FLORENCE TRUE VALUE HARDWARE	208396	2/6/2014	Light bulbs for Mcfarland Building	10.84
93445	2/20/2014	Global Gov't/Ed Solutions Inc.	J6567869	1/31/2014	Printer for Fitness Center	277.67
93446	2/20/2014	GLORIA MORENO	11614-13114	2/1/2014	Daily Mail Run/Town Hall	12.99
93447	2/20/2014	HEIMAN FIRE EQUIPMENT	010502-CM	2/7/2014	CREDIT	(197.00)

93447	2/20/2014	HEIMAN FIRE EQUIPMENT	010502-CM	2/7/2014	CREDIT	(197.00)
93447	2/20/2014	HEIMAN FIRE EQUIPMENT	815551-IN	10/11/2013	Cap Gauges (incorrect)	211.37
93447	2/20/2014	HEIMAN FIRE EQUIPMENT	815551-IN	10/11/2013	Cap Gauges (incorrect)	211.38
93448	2/20/2014	HOME DEPOT CREDIT SERVICES	2062418	2/6/2014	Supplies Father/ Daughter dance	24.17
93448	2/20/2014	HOME DEPOT CREDIT SERVICES	3212228	2/5/2014	Open PO for Park maintenance	231.81
93449	2/20/2014	inContact, Inc.	124523245	2/10/2014	Telephone	452.61
93450	2/20/2014	TEMPORARY VENDOR	10301803OP	2/5/2014	Overpayment 10301803	355.71
93451	2/20/2014	Johnson Utilities	12896902 214	2/6/2014	Water for station #2	46.18
93452	2/20/2014	JONES AUTO CENTER	143970	2/10/2014	Repairs to rear bumper of WW-009	145.41
93452	2/20/2014	JONES AUTO CENTER	143970	2/10/2014	Repairs to rear bumper on WW-009	145.41
93452	2/20/2014	JONES AUTO CENTER	143970	2/10/2014	Repairs to rear bumper on WW-009	290.81
93453	2/20/2014	K & M DISTRIBUTING & ROOFING	146341	2/7/2014	Sheathing and Fascia Replacement at Little League Park	573.04
93454	2/20/2014	KEN HUMPHERYS	TOUR 20814	2/10/2014	2 Covered Wagons for Home Tour	1,200.00
93455	2/20/2014	KENNERLEY HEALTHCARE RESOURCES	2014ALS	1/14/2014	2014 ALS course for Florence Fire	400.00
93456	2/20/2014	KeyPhones Direct	224956	1/16/2014	Phones for station #2	594.00
93457	2/20/2014	NFPAI	JMOSER DUES 14	2/1/2014	NFPA membership dues	165.00
93458	2/20/2014	OFFICE DEPOT INC	688726466-001	12/17/2013	Office supplies	259.16
93458	2/20/2014	OFFICE DEPOT INC	691210299-001	1/17/2014	Office supplies- Fine paper	21.77
93458	2/20/2014	OFFICE DEPOT INC	691277888-001	1/20/2014	Office Supplies: Desk Calendars	4.16
93458	2/20/2014	OFFICE DEPOT INC	691768569-001	1/22/2014	Office Supplies: Paper, dividers, etc.	29.45
93458	2/20/2014	OFFICE DEPOT INC	691768569-001	1/22/2014	Office Supplies: Paper, dividers, etc.	29.46
93458	2/20/2014	OFFICE DEPOT INC	691768569-001	1/22/2014	Office Supplies: Paper, dividers, etc.	29.46
93458	2/20/2014	OFFICE DEPOT INC	691864546-001	1/23/2014	Office Supplies: Binders 8 x 14	7.81
93458	2/20/2014	OFFICE DEPOT INC	692208688-001	1/24/2014	Office supplies	324.63
93458	2/20/2014	OFFICE DEPOT INC	692208688-001	1/24/2014	Office supplies	14.12
93458	2/20/2014	OFFICE DEPOT INC	692208729-001	1/24/2014	Office supplies	81.21
93458	2/20/2014	OFFICE DEPOT INC	692792378-001	1/29/2014	Office Supplies; DVD-R, DVD sleeves, markers	20.05
93458	2/20/2014	OFFICE DEPOT INC	692792378-001	1/29/2014	Office Supplies; DVD-R, DVD sleeves, markers	10.04
93458	2/20/2014	OFFICE DEPOT INC	692792378-001	1/29/2014	Office Supplies; DVD-R, DVD sleeves, markers	10.04

93458	2/20/2014	OFFICE DEPOT INC	692968411-001	1/30/2014	Name badges with clip for Home Tour volunteers	36.80
93458	2/20/2014	OFFICE DEPOT INC	695163186-001	1/17/2014	OFFICE SUPPLIES	309.78
93458	2/20/2014	OFFICE DEPOT INC	695163454-001	1/17/2014	OFFICE SUPPLIES	120.19
93458	2/20/2014	OFFICE DEPOT INC	697325591-001	2/7/2014	Credit	(58.58)
93458	2/20/2014	OFFICE DEPOT INC	697326164-001	2/4/2014	Stapler	58.58
93458	2/20/2014	OFFICE DEPOT INC	697571581-001	2/6/2014	Paper for Home Tour Brochures	54.34
93459	2/20/2014	PCS MOBLIE	43205	1/31/2014	Toughbook for new ladder truck	5,046.78
93460	2/20/2014	Pitney Bowes Inc	06920623DC-13	2/13/2014	Quarterly lease payment	32.00
93461	2/20/2014	Progressive Hardscapes LLC	15462	12/31/2013	Retainage	(2,943.77)
93461	2/20/2014	Progressive Hardscapes LLC	15462	12/31/2013	Bomanite Imprinted Concrete	29,437.60
93462	2/20/2014	Pulte Homes Corporation	CFD14 1/1/14	2/7/2014	CFD#1 Area 4 interest installment for 1/1/14	11,673.41
93463	2/20/2014	REGINA QUINONES	0226/14	1/13/2014	Per diem Ak-Chin PD Active Shooter Response Training	10.00
93464	2/20/2014	Ricoh USA, Inc.	5029255237	1/25/2014	Base charge 1/30/14-2/27/14	95.30
93464	2/20/2014	Ricoh USA, Inc.	5029255237	1/25/2014	Color copies- some Home Tour brochures (tickets)	199.36
93465	2/20/2014	RITA FRANCIS	0226/14	1/13/2014	Per diem 2-26-14 Active Shooter Training	10.00
93466	2/20/2014	SOUTHWEST GAS CORPORATION	41684	2/10/2014	GAS	162.13
93466	2/20/2014	SOUTHWEST GAS CORPORATION	41684	2/10/2014	GAS	77.27
93466	2/20/2014	SOUTHWEST GAS CORPORATION	41684	2/10/2014	GAS	110.27
93467	2/20/2014	UNITED FIRE EQUIPMENT CO.	23869	1/30/2014	Credit	(40.01)
93467	2/20/2014	UNITED FIRE EQUIPMENT CO.	517305	1/27/2014	Uniform Allowance Johnston	112.74
93467	2/20/2014	UNITED FIRE EQUIPMENT CO.	517355	1/27/2014	Uniform Allowance Eggers	133.67
93467	2/20/2014	UNITED FIRE EQUIPMENT CO.	517567	1/30/2014	Uniform Allowance Usher	221.85
93468	2/20/2014	Valley Collection Service	600222	2/13/2014	Overpayment 600222 bad debit	114.48
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	248.51
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	157.90
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	17.93
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	49.30
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	59.30
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	18.88
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	70.05
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	336.49
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	604.23

93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	294.50
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	49.30
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	187.12
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	17.93
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	49.30
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	35.86
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	53.43
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	773.54
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	158.04
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	158.05
93469	2/20/2014	Verizon Wireless	9718778104	1/21/2014	Cell phones	49.30
93470	2/20/2014	Wood, Patel & Associates, Inc.	77349	1/31/2014	TERRITORY SQUARE PHASE 2 - CLOMR/LOMR	370.00
93470	2/20/2014	Wood, Patel & Associates, Inc.	77350	1/31/2014	TERRITORY SQUARE PHASE 2 - CLOMR/LOMR	3,305.00
93471	2/24/2014	A.C. Sanitation Service, LLC	30	2/6/2014	Landfill fees: Bio-solid waste removal from SWWTP January 2014	15,451.03
93472	2/24/2014	Advanced Controls Corporation	13-7091	2/4/2014	Key Cards	480.03
93472	2/24/2014	Advanced Controls Corporation	14-1427	2/18/2014	Repairs to AC units HP-105,HP-107,HP-113, HP-104 and all air handlers / Town Hall	3,667.10
93473	2/24/2014	Alison, Feliz	228-302/14	1/31/2014	Meals for Fury Competition at Disneyland	99.00
93473	2/24/2014	Alison, Feliz	228-302/14	1/31/2014	Mileage reimbursement	198.00
93473	2/24/2014	Alison, Feliz	228-302/14	1/31/2014	2 day park admission for Disneyland competition	198.00
93473	2/24/2014	Alison, Feliz	228-302/14	1/31/2014	Overnight hotel parking fee (not included in room price)	20.00
93474	2/24/2014	Aquatic Consulting	1320677	12/5/2013	October 2013 Biomonitory for SWWTP (wet testing)	3,050.00
93475	2/24/2014	Arizona Public Service Company	454526287 214	2/5/2014	SLID #1	1,324.97
93475	2/24/2014	Arizona Public Service Company	521526288 214	2/5/2014	SLID #2	1,529.18
93475	2/24/2014	Arizona Public Service Company	915626281 214	2/5/2014	SLIDS Electric Charges	496.78
93476	2/24/2014	ARIZONA STATE PRISON-FLORENCE	012314F-114	1/28/2014	INMATE LABOR / CEMETERY	37.50
93476	2/24/2014	ARIZONA STATE PRISON-FLORENCE	012314F-114	1/28/2014	INMATE LABOR/ ROW CLEANUP	33.75
93477	2/24/2014	Arizona Wire Rope	225847	1/28/2014	Purchase of 1 Double Braid Nylon"	135.70
93477	2/24/2014	Arizona Wire Rope	225847	1/28/2014	Purchase of 1 Double Braid Nylon"	135.71
93478	2/24/2014	AZ PUBLIC SERVICE COMPANY	AR048000381 1	2/17/2014	Streetlight Maintenance	2,139.59
93479	2/24/2014	BARNES DISTRIBUTION	5802817001	8/15/2013	Credit	(2.09)
93479	2/24/2014	BARNES DISTRIBUTION	5802817001	8/15/2013	Credit	(2.07)
93479	2/24/2014	BARNES DISTRIBUTION	5802817001	8/15/2013	Credit	(2.07)
93479	2/24/2014	BARNES DISTRIBUTION	5802817001	8/15/2013	Credit	(2.07)
93479	2/24/2014	BARNES DISTRIBUTION	5802817001	8/15/2013	Credit	(2.07)
93479	2/24/2014	BARNES DISTRIBUTION	5802817001	8/15/2013	Credit	(2.07)

93479	2/24/2014	BARNES DISTRIBUTION	624801100	1/30/2014	Purchase of nuts, bolts, etc.. for shop supply	42.25
93479	2/24/2014	BARNES DISTRIBUTION	624801100	1/30/2014	Purchase of nuts, bolts, etc.. for shop supply	42.25
93479	2/24/2014	BARNES DISTRIBUTION	624801100	1/30/2014	Purchase of nuts, bolts, etc.. for shop supply	42.25
93479	2/24/2014	BARNES DISTRIBUTION	624801100	1/30/2014	Purchase of nuts, bolts, etc.. for shop supply	42.25
93479	2/24/2014	BARNES DISTRIBUTION	624801100	1/30/2014	Purchase of nuts, bolts, etc.. for shop supply	42.25
93479	2/24/2014	BARNES DISTRIBUTION	624801100	1/30/2014	Purchase of nuts, bolts, etc.. for shop supply	42.26
93480	2/24/2014	BERGKAMP INC.	14512	1/28/2014	Two 240 volt relays for Asphalt heater ST-023	269.33
93481	2/24/2014	Brooke Calamari	228-302/14	1/31/2014	Meals for Fury Competition at Disneyland	99.00
93482	2/24/2014	Casa Gande Pumping Svc., Inc	7225	1/10/2014	Sludge hauling from N to S Plant Nte \$4000.00	2,300.00
93482	2/24/2014	Casa Gande Pumping Svc., Inc	8212	2/12/2014	Sludge hauling from N to S Plant Nte \$4000.00 8 loads	2,300.00
93483	2/24/2014	CASA GRANDE COURIER, INC.	828	2/2/2014	Courier fees January 2014 W/WW	252.00
93483	2/24/2014	CASA GRANDE COURIER, INC.	828	2/2/2014	Courier fees January 2014 SWWTP	1,182.00
93483	2/24/2014	CASA GRANDE COURIER, INC.	828	2/2/2014	Courier fees January 2014 NWWTP	1,182.00
93484	2/24/2014	Cintas Corporation	696678262	2/7/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
93484	2/24/2014	Cintas Corporation	696678262	2/7/2014	Weekly fee for uniforms and mats for Utility Dept.	21.71
93484	2/24/2014	Cintas Corporation	696678262	2/7/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
93484	2/24/2014	Cintas Corporation	696678262	2/7/2014	Weekly fee for uniforms and mats for Utility Dept.	7.05
93485	2/24/2014	CISCO DAN	REF BOOTS 13014	1/30/2014	Reimbursement for boots.	141.30
93486	2/24/2014	CLARA NESS	131-20214	2/1/2014	Senior Softball Umpire	260.00
93487	2/24/2014	CNA Surety Direct Bill	68835882	1/10/2014	Bond renewal for FF profit	150.00
93488	2/24/2014	DANIEL PETERSON	131-202/14	2/1/2014	Sr. Softball Umpire	260.00
93489	2/24/2014	David Taussig & Associates Inc	1401093	1/31/2014	Professional Services	500.53
93489	2/24/2014	David Taussig & Associates Inc	1401094	1/31/2014	Professional Services	500.53
93489	2/24/2014	David Taussig & Associates Inc	1401097	1/31/2014	Professional Services	2,750.00
93489	2/24/2014	David Taussig & Associates Inc	1401098	1/31/2014	Professional Services	2,750.00
93490	2/24/2014	Day Auto Supply, Inc	606800	2/5/2014	Antenna for van	6.51
93491	2/24/2014	DESERT BORING AND EXCAVATION	6979	12/26/2013	Emergency excavation at 3828 Illinois Invoice # 6979	125.00
93492	2/24/2014	DPC ENTERPRISES, L.P.	272000069-14	2/6/2014	1 ton CL2 cylinder for SWWTP	666.12
93492	2/24/2014	DPC ENTERPRISES, L.P.	272000091-14	2/13/2014	5 - 150 lb. CL2 for wells	436.80

93492	2/24/2014	DPC ENTERPRISES, L.P.	272000091-14	2/13/2014	5 - 150 lb. CL2 for NWWTP	436.80
93493	2/24/2014	Farnsworth Wholesale Company	S2284114001	2/10/2014	Repair Clamps; 4 total. 8"	852.76
93493	2/24/2014	Farnsworth Wholesale Company	S2285165001	2/5/2014	Misc. parts for Hydrant replacement: CIP-U30	623.36
93493	2/24/2014	Farnsworth Wholesale Company	S2285172001	2/5/2014	Water line parts-replacement	906.17
93493	2/24/2014	Farnsworth Wholesale Company	S2287714001	2/6/2014	Misc. parts for Hydrant replacement: CIP-U30	421.59
93493	2/24/2014	Farnsworth Wholesale Company	S2290609001	2/12/2014	Utility Line repair: Freedom & Bunker Hill intersection	234.91
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208284	1/31/2014	Supplies	36.82
93494	2/24/2014	FLORENCE TRUE VALUE	208370	2/5/2014	Emergency purchase parts for	6.29
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208440	2/7/2014	Emergency Purchase: repair of water line at 125 Maricopa Blvd	11.89
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208467	2/10/2014	Cable clamps for Wench ropes at SWWTP repairs.	17.24
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208480	2/11/2014	Land Maintenance: bond to fix Weed sprayer.	3.80
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208480	2/11/2014	Land Maintenance: bond to fix Weed sprayer.	3.80
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208489	2/11/2014	CIP U-30 Concrete for Fire Hydrant 3803 Colorado	43.26
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208500	2/11/2014	Parts for toilet repair at FFD Station #1	30.14
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208506	2/11/2014	Ball valve to repair crack sealer	19.98
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208522	2/12/2014	Locks for Town Hall bird boxes	15.20
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208524	2/12/2014	Eight key tag rack	19.52
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208537	2/13/2014	Wire Welder tips for SWWTP.	7.60
93494	2/24/2014	FLORENCE TRUE VALUE HARDWARE	208542	2/13/2014	Emergency Purchase- 60 lb. Premix Concrete 860 Freedom	64.89
93495	2/24/2014	FLORENCE UNIFIED SCHOOL DIST	4-MARCH 8 14	2/6/2014	Bus and driver for Tombstone trip on March 8th	340.00
93496	2/24/2014	GARY EVERS	131-202/14	2/1/2014	Senior Softball Umpire	200.00
93497	2/24/2014	GHOLSTON, GREGORY M.	REIM POD	2/10/2014	Reimbursement for drug screen	25.00
93498	2/26/2014	VOID				
93498	2/26/2014	VOID				
93499	2/24/2014	HERBERT F. FITZPATRICK	3007	11/25/2013	Data Drops - QTY=2 - Administration Conference Room	150.00
93500	2/24/2014	JONES AUTO CENTER	143989	2/11/2014	Handle assembly for AD1 G005EK	61.66
93501	2/24/2014	Kenenth J. White	REIMBOOTS2 14	2/11/2014	Reimbursement for work boots	173.91

93502	2/24/2014	KRYSTA MARISCAL	228-0302/14	1/30/2014	Meals for Fury Competition at Disneyland	99.00
93503	2/24/2014	LASER SPECIALISTS	LSI 868881	2/11/2014	Black toner cartridge	350.39
93504	2/24/2014	Legend Technical Svcs., Inc.	1401631	1/31/2014	Analytical Testing for Water January 2014	288.00
93504	2/24/2014	Legend Technical Svcs., Inc.	1401632	1/31/2014	Analytical Testing for NWWTP January 2014	1,800.40
93504	2/24/2014	Legend Technical Svcs., Inc.	1401633	1/31/2014	Analytical Testing forSWWTP January 2014	8,341.20
93505	2/24/2014	TEMPORARY VENDOR	REF/TOURNA	2/19/2014	Refund customer pulled out of tournament	185.00
93506	2/24/2014	Newegg Business, Inc.	1200248519	12/13/2013	Parts - Backup SAN	626.99
93506	2/24/2014	Newegg Business, Inc.	1200296026	1/24/2014	Parts	607.12
93507	2/24/2014	OFFICE DEPOT INC	6877251500-001	11/22/2013	Office Supplies	219.35
93508	2/24/2014	Onstream Media Corporation	22094	1/15/2014	Channel 11 Streaming - 1 Year	156.16
93509	2/24/2014	PETTY CASH - SENIOR CENTER	41684	2/14/2014	Petty Cash	41.97
93509	2/24/2014	PETTY CASH - SENIOR CENTER	214	2/14/2014	Petty Cash	70.11
93509	2/24/2014	PETTY CASH - SENIOR CENTER	214	2/14/2014	Petty Cash	10.33
93509	2/24/2014	PETTY CASH - SENIOR CENTER	214	2/14/2014	Petty Cash	24.07
93510	2/24/2014	PINAL NUTRITION PROGRAM	41640	1/31/2014	Meals for January 2014	1,479.48
93510	2/24/2014	PINAL NUTRITION PROGRAM	41925	10/31/2013	Meals for October	1,143.08
93511	2/24/2014	Poston Butte Skills, USA	14-002	2/1/2014	Catering for Father/Daughter Dance	350.00
93512	2/24/2014	Precision Doors	223854	1/22/2014	Warranty repair at Station #1 Invoice #223854	190.00
93512	2/24/2014	Precision Doors	223863	1/24/2014	Emergency repairs to Fire Station #2 Inv. #223863	779.99
93513	2/24/2014	PRO EM	211494-2	2/11/2014	Tents for home tour	1,028.75
93514	2/24/2014	Progressive Hardscapes LLC	15485	1/30/2014	Retainage	(7,596.03)
93514	2/24/2014	Progressive Hardscapes LLC	15485	1/30/2014	Bomanite Imprinted Concrete	75,960.26
93515	2/24/2014	RSC Equipment Rental/	117507091-001	2/14/2014	Water truck rental NTE \$4000.00	544.72
93516	2/24/2014	Safelite Fulfillment, Inc.	5725030892	2/11/2014	Windshield replacement on G051ET PD Volunteer	212.98
93517	2/24/2014	ServerSupply	2289349	1/23/2014	Network Switches	8,580.00
93518	2/24/2014	SOUTHWEST GAS CORPORATION	FEB 14 FIRE	2/18/2014	GAS	127.80
93519	2/24/2014	STEVE GIBBS	131-202/14	2/1/2014	Senior Softball Umpire	200.00
93520	2/24/2014	TEMPORARY VENDOR	100401006OP	2/20/2014	Auto on-line payment sold home 613	200.42
93521	2/24/2014	SURF & SKI ENTERPRISES	144031	2/14/2014	Volunteer t-shirts	540.80
93522	2/24/2014	The UPS Store #5920	1045	2/10/2014	Shipping of Town Hall clock mechanism for repairs/replacement	13.72
93522	2/24/2014	The UPS Store #5920	4126	1/6/2014	Shipping	16.97

93522	2/24/2014	The UPS Store #5920	4143	1/14/2014	Shipping	37.90
93523	2/24/2014	THE WATER SHED	3628	2/3/2014	Water & Ice	22.49
93523	2/24/2014	THE WATER SHED	3672	2/10/2014	Water & Ice	65.82
93523	2/24/2014	THE WATER SHED	3673	2/10/2014	24 gallons of distilled water for Shop	13.17
93523	2/24/2014	THE WATER SHED	3673	2/10/2014	24 gallons of distilled water for Shop	7.90
93523	2/24/2014	THE WATER SHED	3673	2/10/2014	24 gallons of distilled water for Shop	1.75
93523	2/24/2014	THE WATER SHED	3673	2/10/2014	24 gallons of distilled water for Shop	1.75
93523	2/24/2014	THE WATER SHED	3673	2/10/2014	24 gallons of distilled water for Shop	1.75
93523	2/24/2014	THE WATER SHED	3703	2/18/2014	Water & Ice-Weekly	18.10
93523	2/24/2014	THE WATER SHED	3703	2/18/2014	Water & Ice-Weekly	9.05
93523	2/24/2014	THE WATER SHED	3703	2/18/2014	Water & Ice-Weekly	9.05
93524	2/24/2014	UNITED EXTERMINATING	161452	2/3/2014	Exterminating fee -Feb 2014	35.00
93524	2/24/2014	UNITED EXTERMINATING	161453	2/3/2014	Exterminating fee -Feb 2014	25.00
93524	2/24/2014	UNITED EXTERMINATING	161454	2/3/2014	Exterminating fee -Feb 2014	25.00
93524	2/24/2014	UNITED EXTERMINATING	161455	2/3/2014	Exterminating fee -Feb 2014	18.00
93524	2/24/2014	UNITED EXTERMINATING	161456	2/3/2014	Exterminating fee -Feb 2014	25.00
93524	2/24/2014	UNITED EXTERMINATING	161484	2/11/2014	Monthly Pest Control-Open PO	25.00
93524	2/24/2014	UNITED EXTERMINATING	164035	1/27/2014	Pest control for the year	35.00
93524	2/24/2014	UNITED EXTERMINATING	164677	2/3/2014	Exterminating fee -Feb 2014	25.00
93524	2/24/2014	UNITED EXTERMINATING	164683	2/3/2014	Exterminating fees - Wastewater	45.00
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	515906	1/6/2014	Uniform Allowance bOW	31.30
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517168	1/24/2014	Uniform Allowance Diamond	270.46
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517230	1/24/2014	Uniform Allowance Diamond	149.93
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517231	1/24/2014	Uniform Allowance Diamond	9.42
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517233	1/24/2014	Uniform Allowance Zick	260.64
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517248	1/24/2014	Uniform Allowance Diamond	7.53
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517264	1/24/2014	Uniform Allowance Diamond	15.05
93525	2/24/2014	UNITED FIRE EQUIPMENT CO.	517271	1/24/2014	Uniform Allowance Zick	139.22
93526	2/24/2014	WALMART COMMUNITY # 0005 7118	16750	1/16/2014	Supplies	168.61
93527	2/27/2014	Advanced Controls Corporation	14-1416	2/5/2014	Two ton Fujitsu AC unit and heat pump for Town Hall	7,761.92
93527	2/27/2014	Advanced Controls Corporation	14-6979	2/12/2014	High Priority repairs found on site for Town Hall (air handler controls)	4,527.18


93528	2/27/2014	ARSENAULT ASSOCIATES	1404-43	2/14/2014	Renewal of Dossier Fleet Maintenance Management Software	1,225.13
93529	2/27/2014	TEMPORARY VENDOR	REF-OVER CHG	2/24/2014	Refund-Overcharged Intersession fees	164.00
93530	2/27/2014	AZ Best, LLC	343	11/1/2013	ABC for Plant Road Project	400.41
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010778336	2/3/2014	Children's books	13.79
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010778337	2/3/2014	Fiction	53.63
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010778338	2/3/2014	Non-Fiction	52.91
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010778339	2/3/2014	Children's books	384.58
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010783720	2/6/2014	Children's books	11.16
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010783721	2/6/2014	Fiction	17.63
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010783722	2/6/2014	Children's books	76.79
93531	2/27/2014	BAKER & TAYLOR BOOKS	4010783723	2/6/2014	Audio Books	57.72
93532	2/27/2014	Benefit Intelligence, Inc. (ConsultADoc)	8	2/19/2014	Monthly Consult A Doc Services	577.50
93533	2/27/2014	BENSON SYSTEMS	117980	2/17/2014	Alarm System Monitoring Anthem Fire Station	102.45
93533	2/27/2014	BENSON SYSTEMS	118131	2/17/2014	Alarm System Monitoring Fire & Security- Community Planning	426.91
93534	2/27/2014	Canyon State Wireless	2112611	2/17/2014	Plantronic Wireless Controller	1,152.26
93535	2/27/2014	CASA GRANDE NEWSPAPERS	87270401	1/31/2014	Newspaper ad for VIPS program	51.00
93536	2/27/2014	CDW GOVERNMENT INC	HR43850	12/14/2013	Juniper - Rack Mounts	79.49
93537	2/27/2014	TEMPORARY VENDOR	707221	2/24/2014	Refund garbage deposit	75.00
93538	2/27/2014	TEMPORARY VENDOR	REF/CLASS	2/24/2014	Refund class cancelled-not enough sign ups	10.00
93539	2/27/2014	DANIEL HUGHES	REIM-22114	2/21/2014	Lunch for Sgt. assessment	49.37
93540	2/27/2014	DASH MEDICAL GLOVES, INC.	INV0843137	2/11/2014	Gloves for medical calls	261.60
93541	2/27/2014	Day Auto Supply, Inc	607244	2/10/2014	Window regulator G051ET PD Volunteer	182.72
93541	2/27/2014	Day Auto Supply, Inc	607817	2/14/2014	Motor oil for G032ET PD Patrol	30.36
93541	2/27/2014	Day Auto Supply, Inc	607817	2/14/2014	Air and oil filter for G032ET PD Patrol	17.89
93541	2/27/2014	Day Auto Supply, Inc	607820	2/14/2014	Seat covers for G235DY PD Patrol	149.20
93541	2/27/2014	Day Auto Supply, Inc	607827	2/14/2014	PL32WASH for G032ET PD Patrol	2.71
93541	2/27/2014	Day Auto Supply, Inc	607848	2/14/2014	Armor All wipes and Brakleen for Fleet	24.10
93541	2/27/2014	Day Auto Supply, Inc	607848	2/14/2014	Armor All wipes and Brakleen for Fleet	11.69
93541	2/27/2014	Day Auto Supply, Inc	607848	2/14/2014	Armor All wipes and Brakleen for Fleet	11.69
93541	2/27/2014	Day Auto Supply, Inc	607848	2/14/2014	Armor All wipes and Brakleen for Fleet	11.69
93541	2/27/2014	Day Auto Supply, Inc	607848	2/14/2014	Armor All wipes and Brakleen for Fleet	11.69
93541	2/27/2014	Day Auto Supply, Inc	607848	2/14/2014	Armor All wipes and Brakleen for Fleet	11.69

93541	2/27/2014	Day Auto Supply, Inc	608059	2/17/2014	Freight for window regulator G051ET PD Volunteer	13.21
93541	2/27/2014	Day Auto Supply, Inc	608134	2/18/2014	Wiper blades for G051ET PD Volunteer	11.28
93541	2/27/2014	Day Auto Supply, Inc	608163	2/18/2014	Lamp for ST-81	3.97
93541	2/27/2014	Day Auto Supply, Inc	608197	2/18/2014	Oil filter for WW-5	8.03
93541	2/27/2014	Day Auto Supply, Inc	608285	2/19/2014	Front and rear brake pads for WW-5	126.07
93542	2/27/2014	Degan Construction LLC	13291	2/20/2014	Florence Fire Station #2	2,631.81
93543	2/27/2014	DELL MARKETING L.P.	XJ9WKRNW1	1/30/2014	COMPUTER for Officers Work Area New Station	1,449.87
93543	2/27/2014	DELL MARKETING L.P.	XJC3D7P99	2/10/2014	Replacement Dell Workstations for Directors - QTY=5	3,454.51
93544	2/27/2014	Dickson Wright Mariscal Weeks	904444	1/17/2014	Legal services - Curis Dec 2013	29,276.12
93545	2/27/2014	TEMPORARY VENDOR	708691	2/24/2014	Refund garbage deposit	75.00
93546	2/27/2014	FELIZ, CRAIG	REIM 21314	2/24/2014	Reimburse shoes	73.29
93547	2/27/2014	GCR TIRE CENTERS	827-35340	2/11/2014	Four tires for PD Patrol	616.24
93548	2/27/2014	Global Gov't/Ed Solutions Inc.	0J655750401 01	1/30/2014	Sandisk 32GB SSD - Hard Drive	485.60
93548	2/27/2014	Global Gov't/Ed Solutions Inc.	J6437519	1/18/2014	Computer Monitors for new substation	316.14
93549	2/27/2014	HERBERT F. FITZPATRICK	3150	2/10/2014	Data wire runs for Town Hall conference room	375.00
93550	2/27/2014	HOME DEPOT CREDIT SERVICES	9013703	2/19/2014	Cement patch supplies for McFarland Bldg. walkway	102.58
93550	2/27/2014	HOME DEPOT CREDIT SERVICES	9270729	2/19/2014	Operating supplies(tape, hammers, clamps saw blades, drill bits, etc..) for Streets	777.42
93550	2/27/2014	HOME DEPOT CREDIT SERVICES	9270729	2/19/2014	Operating supplies(caulking, paint brushes & rollers , etc..) for Facilities Maintenance	240.00
93551	2/27/2014	INT'L ASSOC OF CHIEF OF POLICE	DH DUES 2014	1/2/2014	IACP Dues for 2014 Chief Hughes	120.00
93552	2/27/2014	TEMPORARY VENDOR	714070 OP	2/24/2014	Overpayment 714070	9.55
93553	2/27/2014	TEMPORARY VENDOR	704755	2/24/2014	Refund garbage deposit	51.00
93554	2/27/2014	TEMPORARY VENDOR	703554	2/24/2014	Refund garbage deposit	99.00
93555	2/27/2014	Manatee Tire & Auto Inc., dba	133985	2/14/2014	Two tires for Cemetery Canopy	46.80
93556	2/27/2014	TEMPORARY VENDOR	708411	2/24/2014	Refund garbage deposit	75.00
93557	2/27/2014	MOSER, E. JEFFREY	REIM 20714	2/24/2014	Reimburse for phone shell (case)	16.19
93558	2/27/2014	New-Tech Electric & Communication LLC	103	2/12/2014	Replace socket and lighting at Police Dept. Inv.#103	1,481.33
93558	2/27/2014	New-Tech Electric & Communication LLC	104	2/12/2014	Partition relocation @ Town Hall / Admin Inv.#104	240.65
93559	2/27/2014	PAVEMENT MARKING, INC.	12978	1/31/2014	Pavement markings on various streets	18,886.54
93560	2/27/2014	PINAL CO PUBLIC HEALTH	41684	2/10/2014	Hepatitis B #1 Injection	35.00
93561	2/27/2014	PINAL CO. FEDERAL CREDIT UNION	1-151-50 314	2/20/2014	Visa Gift Card	210.00
93562	2/27/2014	RV STRIPES & GRAPHICS, INC.	18319	2/12/2014	Replacement graphics for older Crown Vic Patrol cars	307.95

93563	2/27/2014	SMALL ANIMAL CLINIC, P.C.	263487	2/11/2014	K9 Marco vaccinations & food	207.20
93564	2/27/2014	SOUND IMAGE	0507852-IN	10/2/2013	Council Chambers and Event Sound	575.00
93564	2/27/2014	SOUND IMAGE	0507935-IN	11/14/2013	Council Chambers and Event Sound	460.00
93565	2/27/2014	SPRINT	5.01314E+12	1/8/2014	Monthly Phone Bill 01/2014	880.00
93565	2/27/2014	SPRINT	5.02314E+12	2/8/2014	Monthly Phone Bill 02/2014	880.00
93566	2/27/2014	SPRINT DATA SVCS	5.02314E+12	2/8/2014	Data services recurring charges	82.02
93567	2/27/2014	SUPERIOR SUPPLY	10529	2/7/2014	Purchase of material pump direct drive (pumps sealant to wand of crack sealer) and two flange gaskets for St-039	1,892.92
93568	2/27/2014	TargetSolutions, Inc..	15681	2/14/2014	Annual renewal license & subscription	3,901.00
93569	2/27/2014	TATLOCK, WILLIAM	REIM 21014	2/10/2014	Hangers for evac route in PD	36.34
93569	2/27/2014	TATLOCK, WILLIAM	REIM 21014	2/10/2014	Food for inmate	1.09
93570	2/27/2014	TAYLOR, MORRIS	REIM WK BT 2514	2/24/2014	Reimbursement for work boots	172.95
93571	2/27/2014	THE WATER SHED	3564	1/22/2014	Ice for Senior Center	4.94
93571	2/27/2014	THE WATER SHED	3631	2/3/2014	Annual Water & Ice	26.88
93571	2/27/2014	THE WATER SHED	3633	2/3/2014	Ice for Senior Center	4.94
93571	2/27/2014	THE WATER SHED	3649	1/27/2014	Ice for Senior Center	4.94
93571	2/27/2014	THE WATER SHED	3676	2/10/2014	Annual Water & Ice	31.81
93571	2/27/2014	THE WATER SHED	3681	2/10/2014	ice for Senior Center	4.94
93571	2/27/2014	THE WATER SHED	3702	2/18/2014	Water & Ice	36.20
93571	2/27/2014	THE WATER SHED	3704	2/18/2014	Water & Ice	31.81
93571	2/27/2014	THE WATER SHED	3706	2/18/2014	Ice for Senior Center	9.87
93571	2/27/2014	THE WATER SHED	3707	2/18/2014	Annual Water & Ice	30.44
93571	2/27/2014	THE WATER SHED	3722	2/24/2014	Annual Water & Ice	30.44
93571	2/27/2014	THE WATER SHED	3723	2/24/2014	Ice for Senior Center	4.94
93572	2/27/2014	TEMPORARY VENDOR	704671	2/24/2014	Refund garbage deposit	75.00
93573	2/27/2014	Trafficade Service., Inc., dba	1273947	1/31/2014	Barricade rental/signs for Main St.	375.15
93573	2/27/2014	Trafficade Service., Inc., dba	1274542	2/8/2014	Barricade rental/signs for Main St.	375.15
93574	2/27/2014	Tri-City Express Care, PLLC	1047958	1/9/2014	DOT physical for CDL medical renewal / Kenny White	50.00
93574	2/27/2014	Tri-City Express Care, PLLC	1047962	1/9/2014	DOT physical for CDL medical renewal / Larry Garcia	50.00
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	10	2/13/2014	Batteries for AED	39.48
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	10	2/13/2014	Supplies for the kitchen	401.43
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	28371	1/28/2014	Supplies for Center	11.14
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	28371	1/28/2014	Misc. supplies for the center	6.20
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	28371	1/28/2014	Supplies	37.46

93575	2/27/2014	WALMART COMMUNITY # 0005 7118	3775	1/28/2014	Janitorial supplies	25.00
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	3775	1/28/2014	Supplies	70.56
93575	2/27/2014	WALMART COMMUNITY # 0005 7118	3775	1/28/2014	Kitchen Supplies	64.74
93576	2/28/2014	AMERICAN PLANNING ASSOCIATION	187771- 13113	2/5/2014	APA MEMBERSHIP - GILBERT OLGIN	347.00
93577	2/28/2014	Apache Junction Fire District	2514	2/11/2014	Maintenance shop 126	1,207.85
93577	2/28/2014	Apache Junction Fire District	2515	2/11/2014	Maintenance to shope #133	116.00
93577	2/28/2014	Apache Junction Fire District	2518	2/11/2014	Charger and installation on #131 auto eject	3,554.08
93577	2/28/2014	Apache Junction Fire District	2522	2/11/2014	Maintenance and labor for shope 138	863.56
93577	2/28/2014	Apache Junction Fire District	2522	2/11/2014	New tires for shop #138	3,712.77
93578	2/28/2014	AQUATIC ENVIRONMENTAL	IN33937	2/18/2014	Chemicals for swimming pool	1,708.76
93579	2/28/2014	BAKER & TAYLOR BOOKS	4010789209	2/12/2014	Fiction	45.34
93579	2/28/2014	BAKER & TAYLOR BOOKS	4010789210	2/12/2014	Non-Fiction	11.24
93579	2/28/2014	BAKER & TAYLOR BOOKS	4010789211	2/12/2014	Children's books	21.17
93579	2/28/2014	BAKER & TAYLOR BOOKS	4010789212	2/12/2014	Audio Books	21.99
93579	2/28/2014	BAKER & TAYLOR BOOKS	4010789213	2/12/2014	Fiction	131.68
93579	2/28/2014	BAKER & TAYLOR BOOKS	T02216790	2/6/2014	CD'S	19.96
93579	2/28/2014	BAKER & TAYLOR BOOKS	T02216791	2/6/2014	CD'S	81.98
93580	2/28/2014	Barker Morrissey Contracting, Inc.	13064	2/28/2014	Retainage	(3,574.57)
93580	2/28/2014	Barker Morrissey Contracting, Inc.	13064 228	2/28/2014	Brunenkant Building Stabilization/Rehabilitation	35,745.65
93581	2/28/2014	BENSON SYSTEMS	118633	2/17/2014	Alarm System Monitoring Fire & Security- Town Hall	475.00
93582	2/28/2014	BROWN'S FISH FARM	4146	2/26/2014	Fish for Fishing Derby- Catfish & 1 Albino (if available)	1,645.06
93583	2/28/2014	CASA GRANDE NEWSPAPERS	BOA01-2014V	2/13/2014	PUBLIC NOTICE - BOA-01-2014- V	33.78
93584	2/28/2014	Christopher, Robison	REIM P 21714	2/17/2014	Reimburse shoes	64.73
93585	2/28/2014	ComTech Communications	135289	2/10/2014	Speaker lights	3,402.72
93585	2/28/2014	ComTech Communications	135337	2/21/2014	Additional speaker lights for Station #2	386.40
93586	2/28/2014	DOUGLAS SCOTT CAMPBELL	41684	2/1/2014	Pro-tem services	200.00
93587	2/28/2014	TEMPORARY VENDOR	111910 OP/DEP	2/26/2014	Refund water deposit	150.00
93587	2/28/2014	TEMPORARY VENDOR	111910 OP/DEP	2/26/2014	Overpayment 111910	26.26
93588	2/28/2014	Municipal Emergency Svcs	00495267- SNV	2/19/2014	THERMAL IMAGE LENS	356.40
93589	2/28/2014	PETTY CASH - PARKS	12014-20814	2/25/2014	Supplies for Recreation programs: Pinterest, IBK, Park Jam	30.87

93589	2/28/2014	PETTY CASH - PARKS	12014-20814	2/25/2014	Additional hot dogs and condiments for Home Tour	33.15
93590	2/28/2014	Play & Park Structures c/o	32692	2/19/2014	Main St. Park/ Per TCPN Contract # R5203	120,524.62
93591	2/28/2014	Streakwave Wireless Inc.	401771	1/24/2014	UniFi AP PRO - Wireless Access Point	210.00
93591	2/28/2014	Streakwave Wireless Inc.	401771	1/24/2014	UniFi AP PRO - Wireless Access Point - 3PK	576.00
93591	2/28/2014	Streakwave Wireless Inc.	401771	1/24/2014	Shipping	27.95
93591	2/28/2014	Streakwave Wireless Inc.	405878	2/19/2014	UniFi AP PRO - Wireless Access Point - 3PK	1,152.00
93592	2/28/2014	SURF & SKI ENTERPRISES	144051	2/19/2014	Staff uniforms- Fitness Center	266.13
93593	2/28/2014	The Sign Shop	175	2/7/2014	PUBLIC HEARING SIGN BOA-01-14-V	280.23
93594	2/28/2014	Trafficade Service., Inc., dba	1274981	2/15/2014	Barricade rental/signs for Main St. Inv.# 01274981	328.26
93595	2/28/2014	U. S. Post Master	LIB/STAMPS 214	2/28/2014	Postage Stamps	1,553.60
93596	2/28/2014	UPSTART	5202282	2/5/2014	Summer Reading Program	466.98
93597	2/28/2014	WALTER, JAMES	REIM 20914	2/9/2014	Reimburse shoes	59.77
93598	2/28/2014	WAXIE SANITARY SUPPLY	74437266	2/19/2014	Cleaning Supplies for station #2	667.48
93598	2/28/2014	WAXIE SANITARY SUPPLY	74437266	2/19/2014	Cleaning Supplies for station #2	733.06
93599	2/28/2014	WILLDAN	512506	12/11/2013	Professional Services Rendered 10/28/2013-11/22/2013	10,318.85
93599	2/28/2014	WILLDAN	214120	2/5/2014	BUILDING INSPECTIONS AND PLAN REVIEW	22,700.00
Total Warrants						1,325,541.00

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: April 7, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 607-14: Redstone Ranch Annexation No. 2013-03;		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

First reading only on April 7, 2014.

At subsequent meeting on April 21, 2014, and after second reading, motion to adopt Ordinance No. 607-14 for the Redstone Ranch annexation.

BACKGROUND/DISCUSSION:

The Redstone Ranch annexation area consists of approximately 30 acres located in a portion of Section 7, Township 5 South, Range 10 East. A map and legal description of the proposed annexation boundary and a blank annexation petition were filed with the Pinal County Recorder on December 13, 2013. A public hearing on Annexation No. 2013-03 was held on January 6, 2014.

The property considered for annexation is the southern portion of the Town of Florence. The owner's intent is to position the subject site for future residential development and subsequently, a zone change application is running concurrent with this ordinance. The proposed zoning is also consistent with adjacent Florence Ranch Planned Unit Development (PUD), as well as with the anticipated changes to the PUD as a result of new ownership.

This project will be an asset to the Town of Florence and allow the Town to grow in a manner that is consistent with the Council and voter-approved 2020 General Plan. The property is designated as Low Density Residential (LDR 1.0 – 4.0 du/ac) and the zoning district of R1-6 is consistent with this land use designation. This annexation conforms to the requirements and procedures as outlined in Arizona Revised Statutes Section 9-471.

FINANCIAL IMPACT:

The Redstone Ranch Annexation will have no immediate financial impact as the site is undeveloped desert. Future development of the site will have a positive impact.

RECOMMENDATION:

First reading only on April 7, 2014.

At subsequent meeting on April 21, 2014 and after second reading, motion to adopt Ordinance No. 607-14 for the Redstone Ranch annexation.

ATTACHMENTS:

Ordinance No. 607-14

Exhibit A

ORDINANCE NO. 607-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, PINAL COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA AND PROVIDING FOR A RESCISSION OF SUCH ANNEXATION IF THE ANNEXATION IS CHALLENGED (REDSTONE RANCH ANNEXATION NO. 2013-03).

WHEREAS, a blank petition was filed with Pinal County Recorder's Office, with a true and correct description of all exterior boundaries of the entire area proposed to be annexed and which has had attached thereto at all times an accurate map of the territory to be annexed and thereafter a public hearing was noticed and held within the last ten days of the thirty day waiting period pursuant to A.R.S. § 9-471; and

WHEREAS, a petition has been presented in writing to the Mayor and Council of the Town of Florence, Arizona, signed, not earlier than thirty days from the filing of a blank petition and not later than one year after the thirty day waiting period after the filing of the blank petition, by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Florence in the event of annexation as shown by the last assessment of the property, and which said territory is contiguous to the Town of Florence, asking that the property, and which said territory is contiguous to the Town of Florence, asking that the property more particularly hereinafter described be annexed to the Town of Florence and to extend and increase the corporate limits of the Town of Florence so as to embrace the same; and

WHEREAS, the Mayor and Council of the Town of Florence, Arizona, are desirous of complying with said signed petition and extending and increasing the corporate limits of the Town of Florence to include said territory; and

WHEREAS, the said petition sets forth a true and correct description of all exterior boundaries of the entire area proposed to be annexed to the Town of Florence, and has had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no additions or alterations increasing or reducing the territory sought to be annexed have been made after the petition has been signed by the owners of real and personal property in such territory; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the Town Clerk, of the Town of Florence, Arizona, together with the original petition referred to herein.

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

1. The territory described in the legal description and map attached as Exhibit "A" by this reference incorporated herein is annexed to the Town of Florence, and the present corporate limits are extended and increased to include the described territory.
2. This annexation shall become final after expiration of thirty days from the adoption of this ordinance: provided however, if any party files a verified petition with the Town regarding the validity of the annexation, then upon the request of the owners of the territory to be annexed, the Town promptly and within thirty days of the adoption of this ordinance shall rescind this ordinance.
3. The Town Clerk is hereby directed immediately after this annexation becomes final to record a certified copy of this ordinance together with all exhibits hereto with the Pinal County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this _____ day of _____ 2014.

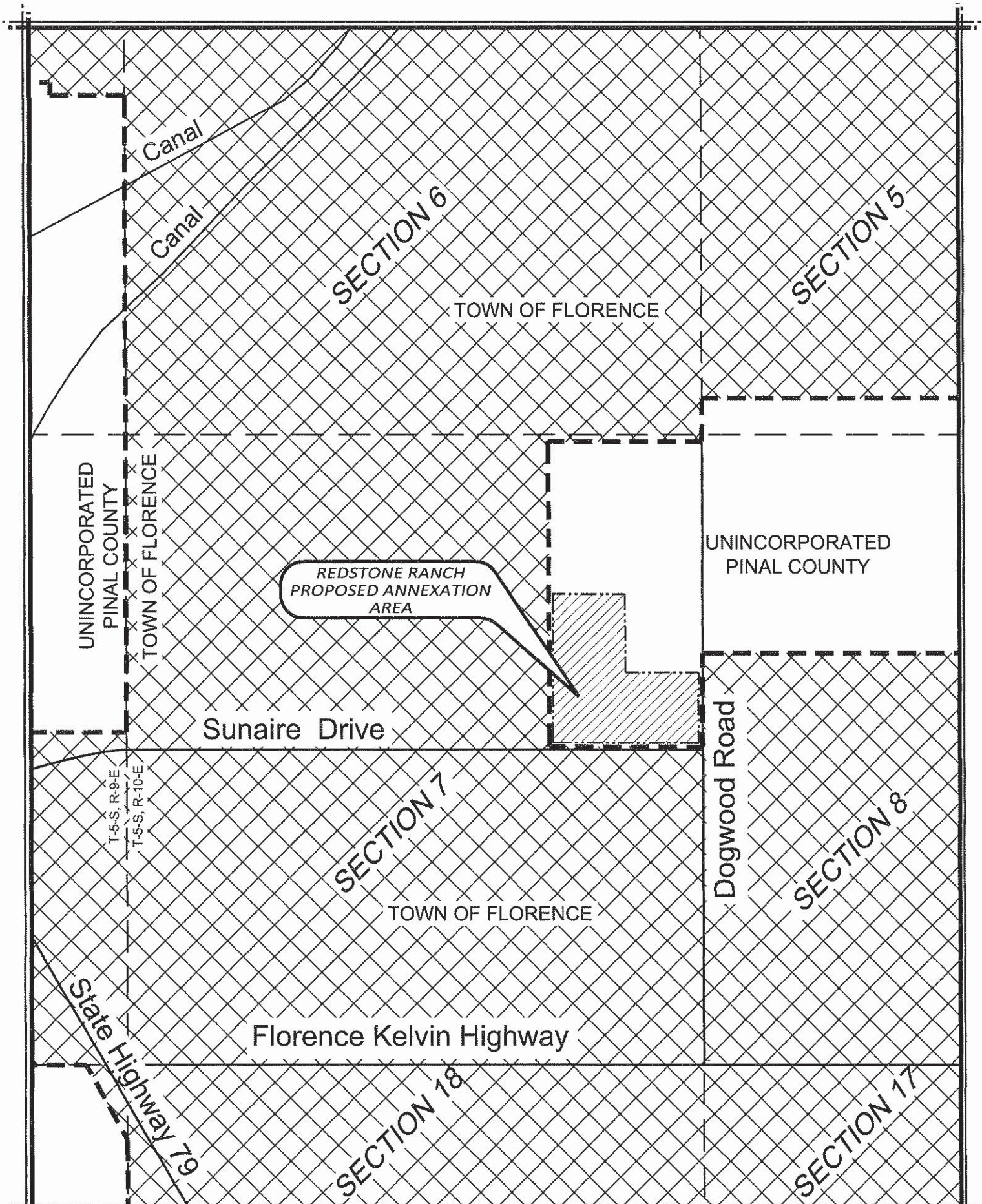
Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney





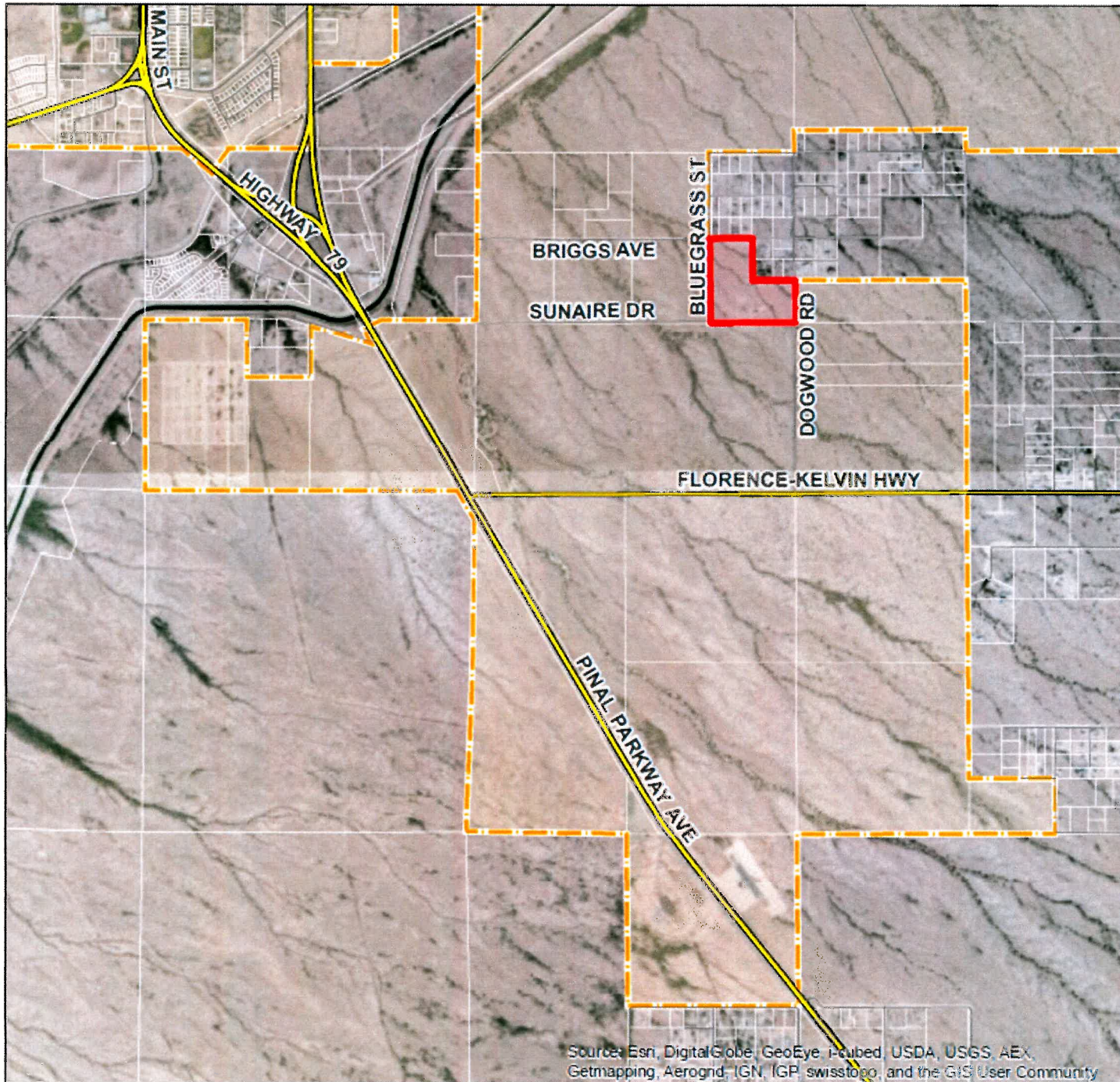
Town of Florence

Redstone Ranch Annexation



Redstone Ranch


Town Limits



0 1,000 2,000 Feet

Source: Esri, DigitalGlobe, GeoEye, AeroGRID, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: April 7, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 608-14: Redstone Ranch Annexation Initial/Comparable Zoning		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

First reading only on April 7, 2014.

On April 21, 2014, motion to adopt Ordinance No. 608-14 for the initial/comparable zoning on the Redstone Ranch Annexation area.

BACKGROUND/DISCUSSION:

The project known as Redstone Ranch, which consists of approximately 30 acres located at the southeast corner of Sunaire Drive and Bluegrass Street, in Pinal County, Arizona. The owner’s intent is to position the subject site for future residential development.

This project will be an asset to the Town of Florence and allow the Town to grow in a manner that is consistent with the Council and voter-approved 2020 General Plan.

Redstone Ranch land, northeast of the Florence Ranch PUD, was incorporated by the adoption of Ordinance No. 607-14. Arizona Revised Statute § 9-471(L) requires that a municipality grant comparable zoning to newly annexed territory. Comparable Town of Florence zoning to Pinal County’s General Rural (GR) zoning now applied on the subject site is Single-Residential Ranchette (R1-R). A map of the initial zoning for the annexation area is attached as Exhibit A.

FINANCIAL IMPACT:

None; the application of comparable/initial zoning is required by Arizona Revised Statute § 9-471(L).

RECOMMENDATION:

Staff recommends adoption of Ordinance No. 608-14.

ATTACHMENTS:

Ordinance No. 608-14

Exhibit A

ORDINANCE NO. 608-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE "TOWN OF FLORENCE ZONING MAP" BY CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND FROM PINAL COUNTY GENERAL RURAL (GR) ZONING DISTRICT TO TOWN OF FLORENCE SINGLE-RESIDENTIAL RANCHETTE (R1-R) ZONING DISTRICT (REDSTONE RANCH ANNEXATION INITIAL/COMPARABLE ZONING).

WHEREAS, the subject area has been recently annexed into the Town of Florence, Arizona, (Redstone Ranch, Annexation No. 2013-03); and

WHEREAS, Arizona Revised Statutes requires that the Town adopt a zoning classification for the subject area that permits densities and uses no greater than those permitted by the county immediately before the annexation; and

WHEREAS, said proposal has been considered by the Mayor and Council and the recommended zoning classification is found to be appropriate, and thereby should be imposed, and further found to promote the welfare of the residents of the Town of Florence, Arizona, and its orderly growth.

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

The zoning map for Florence, Arizona, is hereby amended by changing the zoning classification of the parcel of land depicted on EXHIBIT A attached hereto from Pinal County General Rural (GR) to Single-Residential Ranchette (R1-R) and upon the effective date of this ordinance all provisions of the stated Florence Zoning District shall apply to said parcel of land.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A: Redstone Ranch

ARIZONA



Town of Florence

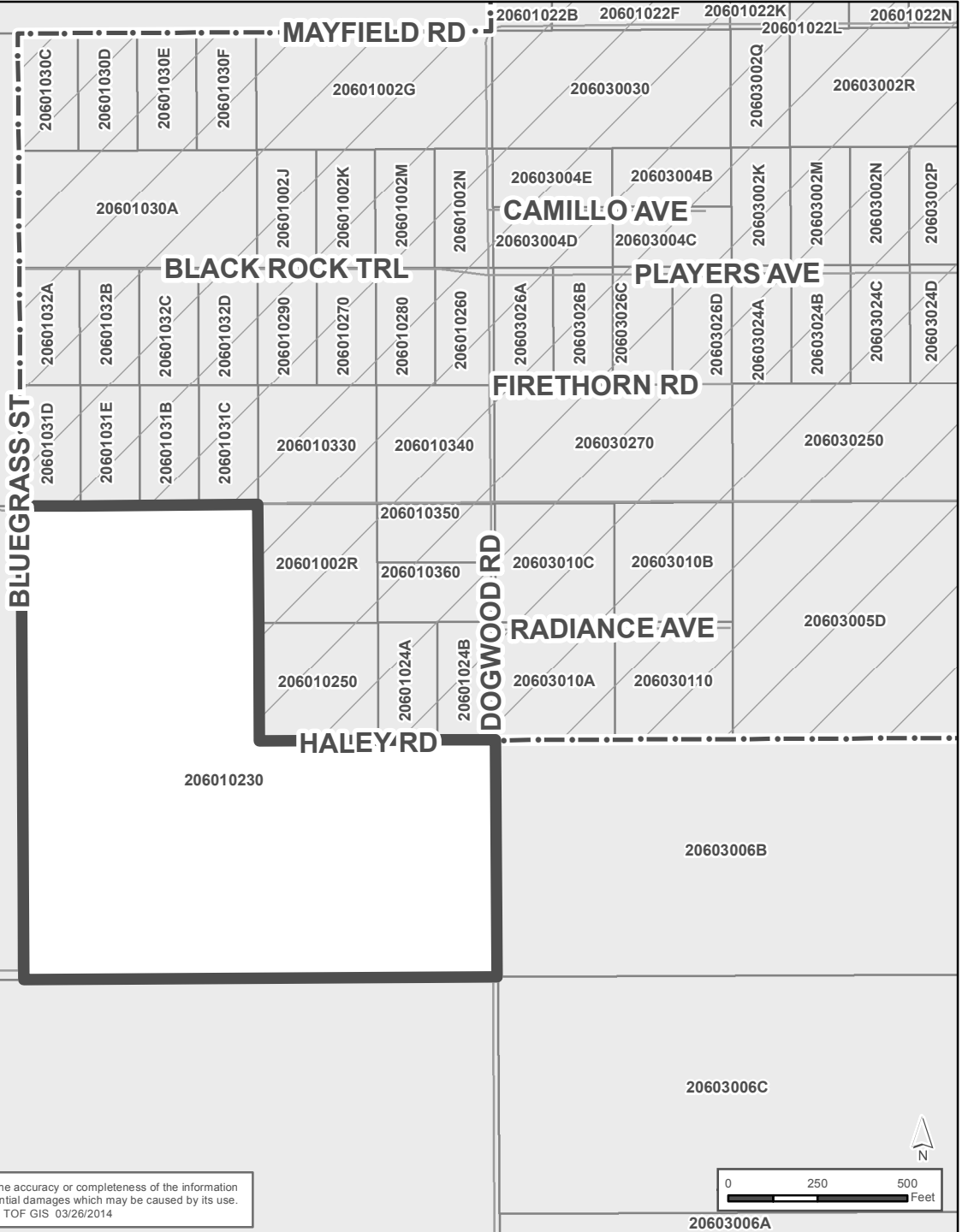
- Site
- Parcel Lines
- Town Limits

A parcel of land located in a portion of the Northeast Quarter of Section 7, Township 5 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

The NW Quarter of the SE Quarter of the NE Quarter of said Section 7;

The South Half of the SE Quarter of the NE Quarter of said Section 7.

Said parcel containing 30 acres +/-.



20633003A

0020


0070

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

RedstoneRanchExhibitA.mxd TOF GIS 03/26/2014



20603006A

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: April 7, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1430-14: Johnson Ranch Estates Development Agreement		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1430-14, approving a development agreement with Johnson Ranch Estates, LLC, an Arizona Limited Liability Company, and authorizing the execution of such development agreement.

BACKGROUND/DISCUSSION:

Since Mr. George H. Johnson, on the behalf of Johnson Ranch Estates, LLC, acquired a portion of the former Florence Ranch PUD property, located south of downtown Florence. The Town and Mr. Johnson’s team have been working on updating the site’s existing Development Agreement, General Plan land use designation and the PUD for the subject site that is now referred to as Johnson Ranch Estates. This project consists of 1,112 gross acres with the potential of 4,264 dwelling units. It is noted that the portion of the Johnson Ranch Estates development, located east of Highway 79, though still within the PUD, is excluded from the development agreement as that portion is under different ownership.

FINANCIAL IMPACT:

This development agreement will override the existing Florence Ranch Development Agreement that was approved for the subject site. Highlights of the agreement, having a potential financial impact are noted below:

- The term of this agreement is 20 years from date of recordation.
- Development impact fees for residential development shall be deferred, but not waived, until 500 dwelling units are completed or for three years.

- A five acre site for public safety use is being dedicated to the Town. State law allows for the value of this donation to be applied towards Development Impact Fee credits.
- Preliminary plat approvals shall be for a two-year period versus the current one-year period allowed by Town codes (this is a common term found in many recent agreements).
- The updated Master Plan exhibit shows the location of planned private water and wastewater facilities, which are a result of previous, concurrent and ongoing discussions regarding how this southern growth area will respond to such infrastructure needs.
- A development agreement vests zoning and development rights; however, as this site is already subject to a development agreement, such vesting has already occurred.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 1430-14.

ATTACHMENTS:

Resolution No. 1430-14

Development Agreement for Johnson Ranch Estates

RESOLUTION NO. 1430-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH JOHNSON RANCH ESTATES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND AUTHORIZING EXECUTION OF SUCH DEVELOPMENT AGREEMENT.

WHEREAS, the Town of Florence is authorized pursuant to A.R.S. § 9-500.05 to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, Johnson Ranch Estates, LLC, an Arizona Limited Liability Company, the ‘Owner’, plans to develop approximately 1,112 acres of land legally described on Exhibit’ A” attached hereto (the “Property”); and

WHEREAS, the proposed development of the Property and Development Agreement will be consistent with the Town of Florence 2020 General Plan applicable to the Property; and

WHEREAS, the Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan; duration of the Development Agreement; the conditions, terms and requirements applicable to public services and infrastructure and the financing of same; the permitted uses of the Property; and the density and intensity of such uses; the phasing over time of construction and development on the Property; and other matters related to the development of the Property.

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

1. The Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the development on the Property is hereby approved, adopted and made a part hereof if fully set out in this Resolution.
2. The Mayor of the Town of Florence is authorized to and shall execute the Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 7th day of April 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**DEVELOPMENT AGREEMENT
FOR
JOHNSON RANCH ESTATES**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

JOHNSON RANCH ESTATES, L.L.C., an Arizona limited liability company

DATE: March 14, 2014

**DEVELOPMENT AGREEMENT
JOHNSON RANCH ESTATES**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 14th day of March, 2014 (the "Effective Date") by and among the TOWN OF FLORENCE, an Arizona municipal corporation (the "Town") and JOHNSON RANCH ESTATES, L.L.C., an Arizona limited liability company, ("Owner").

RECITALS

A. Owner is the owner of certain property located in Florence, Arizona consisting of approximately 1,112 acres, legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. Owner and the Town desire that the Property be developed as an integral part of the Town. The development of the Property pursuant to this Agreement, the amendment to the Conceptual Land Use Plan, Project Description, Development Requirements, Community Design Requirements and Guidelines and other provisions, regulations and requirements within an amended Planned Unit Development (collectively, the "PUD"), and a minor amendment to the Town's 2020 General Plan, is acknowledged by the parties hereto to be consistent with the Town's General Plan, and to operate to the benefit of the Town, the Owner and the general public. The development of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town. The Property is anticipated to be developed in a manner consistent with the Conceptual Land Use Plan attached as Exhibit "B" and incorporated herein by reference.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 9-500.05 in order to facilitate the development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (ii) conditions, terms, restrictions, policies and procedures for the formation of one or more community facilities districts; (iii) the permitted uses for the Property; (iv) the density and intensity of such uses; and (v) other matters related directly or indirectly to the development of the Property.

D. The Town agrees that the PUD zoning designation is an appropriate designation for this Property and that the PUD is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PUD zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other things, the PUD before it will expend substantial efforts and costs in the development of the

Property, and the Town requires assurances from Owner that development of the Property will be in accordance with the PUD and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement and the PUD.

G. Among other things, development of the Property in accordance with this Agreement and the PUD will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as though fully restated.
2. Zoning. The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the PUD.
3. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, and/or as described within the PUD, effectuate minor changes or adjustments through administrative amendments that may be approved by the Town's Planning Director administratively within a reasonable timeframe without prior notice and hearing, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval

by the Town shall not be deemed to constitute or to necessitate an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing.

4. Density. The Town and Owner hereby acknowledge and agree that the PUD provides for a maximum number of residential units for the Property (the “Maximum Density”) and the PUD provides parameters for reallocation of residential dwelling units. Regardless of any reallocation, Owner shall not exceed the Maximum Density for the Property without prior major amendment of the PUD, which amendments shall be reviewed by the Planning Commission and may be approved by the Town Council. Except as otherwise provided in the PUD, neither the Planning Commission nor the Town Council shall be required or obligated to approve an increase in the Maximum Density, although they may elect, in their discretion, to do so.
5. Additional Property. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the “Additional Property”). The Town and Owner agree that if Owner elects to request from Town the incorporation of such Additional Property or portions thereof: (1) thereafter, such Additional Property may be included in the Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, which may increase the maximum density of the Property; (2) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary amendment to the PUD; and (3) the plans and land use designations approved for any Additional Property shall thereafter apply to the applicable Additional Property.
6. Regulation of Development.
 - (a) The Applicable Rules. Except as provided in Paragraphs 6(b), 6(c), and 6(d) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement. Except as otherwise expressly provided in this Agreement, the Town shall not impose or enact any additional conditions, zoning exactions, permit requirements, dedications, rules or regulations applicable to or governing the development of the Property that would materially impact the development rights under the PUD.
 - (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of Paragraph 6(a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:

- (i) rules that the Owner may agree in writing apply to the development of the Property;
 - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;
 - (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily; and
 - (iv) technical codes adopted by the Town pursuant to the Florence Development Code, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the "MAG") provided that such code updates and amendments shall be applied uniformly and not arbitrarily.
- (c) Development Impact Fees. The Town agrees that the payment of all Development Impact Fees that may be imposed upon the Property for single-family residential development as of the Effective Date of this Agreement shall be deferred until five hundred (500) single-family residential dwelling units are completed or for three (3) years after the date of issuance of the first construction building permit for a single-family dwelling unit on the Property, whichever occurs first (the "Deferral Period"). Except as otherwise provided herein, the payment of Development Impact Fees for a single-family residential dwelling unit shall be payable at the time of issuance of a construction building permit for such single-family residential dwelling unit. The Town further agrees that the Development Impact Fees imposed on the Property after the Deferral Period shall be those Development Impact Fees that are existing and in force for the Town as of the execution of this Agreement. The provisions of this paragraph are not applicable to multi-family dwelling units or commercial projects.

- (d) Development Impact Fee Credits. To the extent permitted by Arizona Revised Statutes (“A.R.S.”) and the Florence Development Code, Owner shall be entitled to a credit against the category of Development Impact Fees that are assessed (or that are to be assessed) against the Property (or any portion thereof) for any land, improvements or other contributions provided by Owner to the Town for any land, capital facility improvements or contributions required to provide public services and which is related to the category of Development Impact Fees for which such credit is sought. Such credits may be assignable by Owner to entities constructing single-family residential dwelling units on the Property. Any credits for which Owner may be entitled under this Paragraph shall not exceed the maximum Development Impact Fee applicable in any particular category. Development Impact Fee credits shall be determined and agreed upon before the end of the Deferral Period described in Paragraph 6(c). Any remaining Development Impact Fees owed by Owner will be proportionally applied to the total single-family residential dwelling units that are constructed.
- (e) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owner will be required to pay the then applicable filing fees, plan review fees and permit fees in effect at the time of issuance of any filing, review or permit issuance.
- (f) Reimbursements. Promptly after the Town submits invoices to Owner, Owner shall pay the Town’s costs and expenses incurred in connection with: (i) any suit, claim, referendum or legal challenge however described which challenges the validity of this Agreement or the PUD; (ii) any suit, claim, referendum or legal challenge however described which challenges any council action approving this Agreement, the PUD or other council actions relating to the development described in the PUD; and (iii) the exercise of the Town’s powers of condemnation or eminent domain at the request of the Owner or as required by the terms of this Agreement. As used herein, “costs and expenses” shall include reasonable attorneys’ fees and the costs of land acquisition, if any. Prior to instigation of any such action or any decision to settle or not to settle any such action described in this subparagraph, Town shall consult with Owner. Town shall not deny Owner the opportunity to intervene in any such action.
- (g) Flood Control. Flood control measures for the Property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances and to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District (“PCFCD”) to the extent the Property is within the PCFCD. Owner agrees to comply with all laws, regulations, ordinances or requirements of any governmental entity, including the Florence Flood Control District (“FFCD”), which pertain to the Florence Flood Retarding Structure to the extent the Property is within the FFCD.

7. Plat and Permit Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformation with the PUD, so that the Owner is not unreasonably delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that preliminary plat approvals shall be valid for a period of two (2) years, with possible extensions as permitted by Town Codes.
8. Vested Rights. The types of land uses, together with the densities of such uses for each development parcel on the Property, as shown in the PUD are hereby established. The Town agrees that, for the term of this Agreement, Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.
9. Infrastructure.
 - (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 10(a) and 10(b). Owner agrees to construct the water infrastructure improvements and wastewater infrastructure improvements in accordance with all other applicable regulations, laws and ordinances. The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.
 - (b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Plan that relate to the phase or portion of the Property to be developed by Owner at any given time. All such construction performed by

Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.

- (i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the “Infrastructure”) shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase.
- (ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the Town’s warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.
- (iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 10(a), Owner shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Paragraph 10(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town’s acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the usual and customary Town warranty for such Infrastructure. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements.

- (iv) Owner shall give to Town a one (1) year warranty for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied collectively to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.
- (v) The Owner agrees to forever maintain all (i) rights-of-way designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on any arterial or collector streets on the Property, and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owner may assign these obligations to one or more home owners or property owners associations ("HOA" or "POA") provided such HOA or POA is legally bound to such rights-of-way and landscaping maintenance obligations and has adequate financial ability, acceptable to the Town, to bear such obligations. Once the Town has consented to the assignment of these obligations to an HOA or POA, Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.
- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the Property, shall require the Owner and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances which are appropriate and necessary to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed ("Infrastructure Assurance"). In such case, the Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by

the Owner shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such Infrastructure Assurances. The options are as follows:

- (i) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
- (ii) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender's requirements; or
- (iii) Letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or
- (iv) Contractor's performance bond; or
- (v) Dual beneficiary declining letter of credit; or
- (vi) Performance deed of trust; or
- (vii) Third party trust; or
- (viii) Any other method approved by the Town and Owner consistent with State statutes and Town's subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure for which the Town has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

- (d) Infrastructure and Improvement Financing. The Parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the Property. The Town acknowledges and agrees that such infrastructure improvements may be constructed, at Owner's request, through the formation of a Community Facilities District (the "CFD") pursuant to Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. In the event Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to

form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be amended from time to time, in connection with its request for any CFD formation. The Parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 9(d).

(e) Street Lighting Improvement District. Owner may request the Town to form a street lighting improvement district on all or part of the Property; provided, however, street lights will be required within the Property regardless of whether such a district is formed and will be constructed according to Town standards or as may be approved in the PUD.

(f) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements ("Additional Improvements"), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner's ability to complete the development of its Property on the schedule or in the manner originally planned by Owner prior to the Town's imposition of such a requirement.

(i) Upon completion of the Additional Improvements, Owner's project engineer will provide the Town with the actual costs of the land and construction of such improvements, together with a diagram of any benefited properties other than Owner's property, and a statement of the proportionate share attributable to each of the benefited properties ("Proportionate Share"). The Town shall have the right to review and approve the project engineer's submittal for a period of thirty (30) days, said approval to be commercially reasonable. The Town shall thereafter require each owner of a benefited property, prior to the issuance of a building permit for the benefited property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below.

(ii) At the time of payment calculation for benefited properties, the payment due shall be adjusted as follows:

1. Calculate the percent increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
 - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
 - b. the ENR-CCI or ENR-BCI for the same month of the previous year.

2. Multiply the development impact fee in effect in the year immediately prior to the Adjustment; and
3. Add the resulting amount to the development impact fee in effect in the year immediately prior to the adjustment.

(iii) Within thirty (30) days of receiving payment pursuant to Paragraph 9(e)(ii) above, Town will reimburse Owner in the amount of such payment, less an administrative fee equal to five percent (5%) of each payment which shall be retained by Town. Any credit or offset to which Owner is entitled pursuant to this Paragraph 9(e) shall be credited to Owner pursuant to a written amendment to this Agreement, which the Town and Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the benefited properties have been identified.

10. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or an entity under common control with JUC, its successors and assigns (collectively, the “Water Service Provider”), is in the process of obtaining the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Water Service Provider in obtaining the Water Service Approvals. Upon the Water Service Provider obtaining the Water Service Approvals, the Property will no longer be within the municipal service area of the Town with respect to water service and the Owner shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town.
- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or an entity under common control with JUC, its successors and assigns (collectively, the “Wastewater Service Provider”) is in the process of obtaining the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the Property, including the construction of a wastewater treatment plant located on the Property (“Wastewater Treatment Plant”). At no cost or expense to the Town, the Town agrees to cooperate with and support the Wastewater Service Provider in obtaining the Wastewater Service Approvals, including those needed for the construction of the Wastewater Treatment Plant. Upon the Wastewater Service Provider obtaining the Wastewater Service Approvals, the Property will no longer be within the municipal service area of the Town with respect to wastewater service and the Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town. Subject to applicable state and county regulations and approvals, the Town agrees that wastewater service to the equestrian center located at the southerly portion of the Property may initially be provided through the use of septic tanks and leach fields

until permanent wastewater infrastructure and facilities are extended to within three hundred (300) feet of the equestrian center. Owner shall bear the full costs of removing all septic facilities and connecting to the permanent wastewater infrastructure.

- (c) Assured Water Supply. If Owner is forced to expend funds to obtain an assured water supply to the Property or the Water Service Provider is forced to expend funds to receive a designation of assured water supply, Town agrees to consider formation of a CFD to permit reimbursement of additional costs incurred to provide water to the Property through public financing.
 - (d) Other Services. The Town, or an entity designated by Town, shall provide residential trash collection services to the Property. The Town shall provide police and fire protection services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other properties throughout the Town. Owner, or an entity designated by Owner, shall have the right, but not the obligation, to provide cable television services to the Property, provided that any such cable television service provider has obtained a franchise agreement with the Town.
 - (e) Reclaimed Water. Owner or any entity designated by Owner shall have the right, but not the obligation, to supply reclaimed water or effluent to the Property as needed by Owner, any successor to Owner, or to any HOA or POA.
11. Plans Submittal. Owner shall submit all plats and plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.
 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein, including but not limited to that Pre-Annexation and Development Agreement for Florence Ranch, dated December 1, 2008, as recorded December 15, 2008, as Fee No. 2008-118699, records of Pinal County, Arizona.
 13. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.
 14. Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from

another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "Owner Representative"). The Town Representative and the Owner Representative shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.
- (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
- (c) Additional Remedies. If the mediation procedure set forth in Paragraph 14(b) above does not resolve the dispute, then either party may within fifteen (15) days after the conclusion of the mediation procedure pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the underlying dispute that was the subject of the mediation.
- (d) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to mediation.
- (e) The dispute resolution process set forth in this Paragraph 14 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party shall constitute a default. In the event such default is not cured within the Cure Period, the non-defaulting

party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.

- (f) Notwithstanding anything in this Agreement to the contrary, the provisions of this Paragraph 14 shall not be construed or applied so as to prevent Owner or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.
15. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
16. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations. Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure improvements, may be assigned to one or more HOAs to be established by the Owner. The Owner agrees to provide the Town with written notice of any assignment of the Owner's rights or obligations within 15 days after such assignment. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.
17. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.
18. No Owner Representations. Nothing contained herein or in the PUD shall be deemed to obligate the Town or the Owner to complete any part or all of the development of the Property.
19. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the

individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

20. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.
21. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.
22. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.
23. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.
24. Notice. Any notice, (delivered by mail, hand or federal express) assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

The Town: Town Manager
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

With Copy To: Town Attorney
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

The Owner: George H. Johnson, Manager
 Johnson Ranch Estates, L.L.C.
 5230 E. Shea Boulevard, Suite 200
 Scottsdale, Arizona 85254

With Copy to: Gary A. Drummond, Esq.
Sallquist & Drummond, P.C.
1430 E. Missouri Avenue, Suite B-125
Phoenix, Arizona 85014

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

25. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the Property, (ii) mutual termination by the parties, or (iii) twenty (20) years from the date of recordation of this Agreement.
26. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees.
27. Insurance Requirements. The Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Owner under this Agreement. The Owner's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.
 - (a) General Liability. The Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability additional

insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).

- (b) Automobile Liability. The Owner shall, at its expense, maintain a commercial / business automobile liability insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Owner's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.

- (c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors, subcontractors or anyone for whose acts they or the Owner may be liable in the performance of this Agreement, and regardless of whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, judgments, remedial actions, costs, cleanup actions and expenses are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of active negligence by the Town, its Council members, agents, officers, officials and employees.
 - (i) The Owner's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors or anyone for whose acts they or Owner may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based.

- (ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.
 - (iii) The indemnity provisions of this Agreement shall survive the termination of this Agreement.
- 28. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, “lot” shall be any lot upon which a home has been approved by the Town.
- 29. Land Dedication for Municipal Use. Owner agrees to dedicate land within the Property for municipal use by the Town (“Dedicated Property”). The Dedicated Property may be a single parcel of land or may be composed of multiple parcels of land, in which case, the size and location of such multiple parcels will be determined by mutual agreement of Owner and Town. The Dedicated Property shall consist of a five (5) acre site suitable for a public safety facility for the Town Fire and Police Departments. Owner shall dedicate the Dedicated Property to the Town within six (6) months following the date the Town notifies the Owner that it intends to develop the Dedicated Property. Owner will receive a credit against any development impact fee based upon the municipal use chosen by the Town, in an amount equal to fair market value of the land at the time of dedication, which credit will be applied on a first come, first served basis to building permits pulled for structures to be constructed on the Property. Any such municipal use shall be of a type or character that does not create any danger to health and safety in surrounding areas and which does not create any offensive noise, vibration, smoke, dust or odor. If the surrounding property is zoned residential or commercial, then the Town agrees that upon dedication it shall maintain such property according to applicable Town standards and state law. The Town will use all reasonable efforts and consult with Owner so that design of any structure is compatible with the nature and feel of the surrounding area and complies with any established architectural and/or design guidelines for the Property. In the event the Town fails to initiate its development of the Dedicated Property according to this Paragraph 30, within ten (10) years of the issuance of the first building permit for the Property, ownership of the Dedicated Property shall revert to the Owner as vacant land at Town’s expense. Development of the Dedicated Property shall be defined as structures, landscaping and infrastructure installed on the entire area of the Dedicated Property as deemed appropriate for the uses established for the Dedicated Property.

30. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.
31. Compliance With Certain Federal and State Laws. The Owner hereby agrees to comply with all applicable provisions of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If the Agreement contains provisions relating to the construction of public infrastructure improvements or the formation of a Community Facilities District pursuant to A.R.S. § 48 - 701 et seq., the Owner hereby agrees to comply with all applicable provisions of Arizona Revised Statutes (“A.R.S.”) § 34 - 301 “Employment of Aliens on Public Works Prohibited”, A.R.S. § 34 - 302 “Residence Requirements for Employees”, and A.R.S. § 41-4401 “Government Procurement” (hereinafter referred to as the “Immigration Laws”). A breach of the Immigration Laws shall constitute a default of this Agreement and, if uncured, may subject the Owner to additional penalties including termination of the Agreement at the sole discretion of the Town. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the Owner’s, contractor’s or any subcontractor’s employees who perform work under this Agreement, to ensure that Owner, contractor and any subcontractors are complying with the Immigration Laws. Owner agrees not to hinder the Town in regard to any such inspections. The Town may, in its sole discretion, conduct random verification of the employment records of the Owner, contractor and any subcontractors to ensure compliance with the Immigration Laws. Owner shall not be deemed to have materially breached the Immigration Laws if the Owner establishes that it has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. §1324(a) and 8 U.S.C.A. §1324 (b)(1)(A), et seq., the E-Verify requirements of A.R.S. § 23 - 214(A) and if Owner includes the provisions of this section in any contract the Owner enters into with any and all of its contractors, which contracts shall contain provisions which require such contractors to include the provisions of this section in such contractors’ contracts with any subcontractors who provide services relating to the construction of public infrastructure improvements. “Services”, as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by Owner, a contractor or any subcontractor. “Services” also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for Johnson Ranch Estates was acknowledged before me this ____ day of _____, 2014, by Tom J. Rankin, Mayer of TOWN OF FLORENCE, an Arizona municipal corporation, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A: Legal Description

Exhibit B: Conceptual Land Use Plan

EXHIBIT A

Legal Description

JOHNSON RANCH ESTATES

Exhibit A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

The Northwest quarter of Section 17, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 17, which is a GLO brass cap, said Point being the POINT OF BEGINNING, from which the West quarter corner of said Section 17 bears South 00 degrees 02 minutes 58 seconds East a distance of 2644.13 feet (measured), which is a GLO brass cap;

Thence North 89 degrees 56 minutes 35 seconds East, along the North line of said Section 17, a distance of 2655.84 feet (measured), to the North quarter corner of said Section 17, which is a GLO brass cap;

Thence South 00 degrees 06 minutes 29 seconds East, along the North-South mid-section line, a distance of 2649.15 feet (measured) to the center quarter corner;

Thence North 89 degrees 56 minutes 55 seconds West, along the East-West mid-section line, a distance of 2658.56 feet (measured) to the West quarter corner of said Section 17;

Thence North 00 degrees 02 minutes 58 seconds West, along the West line of said Section 17, a distance of 2644.13 feet (measured) to the POINT OF BEGINNING.

Parcel No. 2:

The Northeast quarter of Section 18, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 18, which is a GLO brass cap, said point being the POINT OF BEGINNING, from which the East quarter corner of said Section 18 bears South 00 degrees 02 minutes 58 seconds East a distance of 2644.13 feet (measured), which is a GLO brass cap;

Thence South 00 degrees 02 minutes 58 seconds East, along the East line of said Section 18, a distance of 2644.13 feet (measured) to the East quarter corner of said Section 18;

Thence North 89 degrees 29 minutes 23 seconds West, along the East-West mid-section line, a distance of 2641.46 feet (measured);

Thence North 00 degrees 02 minutes 26 seconds West, along the North-South mid-section line a distance of 2619.92 feet (measured) to the North quarter corner of said Section 18, which is a GLO brass cap;

Thence North 89 degrees 59 minutes 06 seconds East, a distance of 2640.94 feet (measured) to the POINT OF BEGINNING;

EXCEPT all coal, oil, gas and other minerals as reserved in the patent to said land.

Parcel No. 3:

The Southwest quarter of Section 17, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Exhibit A

Commencing at the West quarter corner of said Section 17, which is a GLO brass cap, said point being the POINT OF BEGINNING, from which the Northwest corner of said Section 17, which is a GLO brass cap, bears North 00 degrees 02 minutes 58 seconds West, a distance of 2644.13 feet (measured);

Thence South 89 degrees 56 minutes 55 seconds East, along the East-West mid-section line, a distance of 2658.56 feet (measured) to the center quarter corner of said Section 17;

Thence South 00 degrees 06 minutes 58 seconds East, along the North-South mid-section line, a distance of 2638.21 feet (measured) to the South quarter corner of said Section 17, which is a GLO brass cap;

Thence South 89 degrees 57 minutes 55 seconds West, along the South line of said Section 17, a distance of 2664.91 feet (measured) to the Southwest corner of said section 17, which is a GLO brass cap;

Thence North 00 degrees 01 minutes 18 seconds East, along the West line of said Section 17, a distance of 2642.21 feet (measured) to the POINT OF BEGINNING.

Parcel No. 4:

Parcel C, Book 8 of Surveys, Page 255, being a portion of the Southeast quarter of Section 17, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 17, which is a General Land Office Brass cap, from which the Southwest corner of said Section 17, which is a GLO brass cap, bears South 89 degrees 57 minutes 55 seconds West a distance of 2,664.91 feet, said point being the POINT OF BEGINNING;

Thence North 00 degrees 06 minutes 58 seconds West along the North-South midsection line, a distance of 825.00 feet;

Thence South 89 degrees 51 minutes 20 seconds East parallel with the south line of said Section 17, a distance of 1,328.12 feet;

Thence South 00 degrees 04 minutes 22 seconds East a distance of 825.00 feet to the South line of said Section 17;

Thence North 89 degrees 51 minutes 20 seconds West along said South line a distance of 1,327.50 feet to the POINT OF BEGINNING;

EXCEPT all coal, oil, gas and other minerals as reserved in the patent to said land.

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A portion of Section 7 and Section 18, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

BEGINNING at The Southwest corner of said Section 7;

thence North 00 degrees 54 minutes 24 seconds West along the West line of said Section 7 a distance of 2643.08 feet to the West quarter of corner of said Section 7;

thence North 88 degrees 15 minutes 28 seconds East along the East/West mid-section line of said Section 7 a distance of 4927.22 feet to the East quarter corner of said Section 7;

thence South 01 degrees 48 minutes 57 seconds East along the East line of said Section 7 a distance of 2639.52 feet to the Southeast corner of said Section 7;

thence South 88 degrees 13 minutes 55 seconds West along the South line of said Section 7 a distance of 2640.42 feet to the quarter corner common to Section 7 and Section 18;

thence South 01 degrees 47 minutes 36 seconds East along the North/South mid-section line of said Section 18 a distance of 4020.78 feet to a point on the Northerly right of way line of State Highway 89;

thence North 31 degrees 53 minutes 55 seconds West along the Northerly right of way line of State Highway 89 a distance of 4642.87 feet to a point on the West line of said Section 18;

thence North 00 degrees 50 minutes 11 seconds West along the West line of said Section 18 a distance of 4.20 feet to the Northwest corner of said Section 18, also being the Southwest corner of said Section 7 and the point of beginning.

EXCEPT the following described property:

COMMENCING at a General Land Office brass cap marking the Southwest corner of Section 7 from which a General Land Office brass cap marking the South quarter corner of Section 7 bears North 89 degrees 17 minutes 08 seconds East, a distance of 2,328.82 feet, said Southwest corner being the **POINT OF BEGINNING**,

Thence North 00 degrees 13 minutes 35 seconds East along the West boundary of the Southwest quarter of Section 7, a distance of 51.74 feet to a General Land Office brass cap marking the Southeast corner of Section 12, Township 5 South Range 9 East;

Thence North 00 degrees 09 minutes 26 seconds East along the West boundary of the Southwest quarter of Section 7, a distance of 1,155.36 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 26 degrees 07 minutes 45 seconds East a distance of 56.82 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Exhibit A

Thence South 03 degrees 18 minutes 32 seconds East, a distance of 172.05 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 06 degrees 04 minutes 06 seconds West, a distance of 109.93 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 01 degrees 29 minutes 30 seconds East, a distance of 181.67 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 50 degrees 03 minutes 31 seconds East, a distance of 84.44 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 39 degrees 18 minutes 23 seconds East, a distance of 257.76 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 18 degrees 00 minutes 04 seconds East, a distance of 237.67 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 24 degrees 28 minutes 37 seconds East, a distance of 115.00 feet to a set 5/8" rebar with aluminum cap RLS #37512;

Thence South 15 degrees 34 minutes 40 seconds East, a distance of 107.89 feet to a set 5/8" rebar with cap RLS #37512;

Thence South 89 degrees 17 minutes 08 seconds West along the South boundary of the Southwest quarter of Section 7, a distance of 409.56 feet to a General Land Office brass cap marking the POINT OF BEGINNING

PARCEL NO. 2:

The South half of the South half of the Northwest quarter of Section 8, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

ASSESSOR'S PARCEL NO. 206-03-006B

PARCEL NO. 3:

The North half of the North half of the Southwest quarter of Section 8, Township 5 south, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona,

PARCEL NO. 4:

The North half of The South half of the North half of the Southwest quarter of Section 8, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Exhibit A

PARCEL NO. 5:

The South half of the South half of the North half of the Southwest quarter; and the South half of the Southwest quarter of Section 8, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

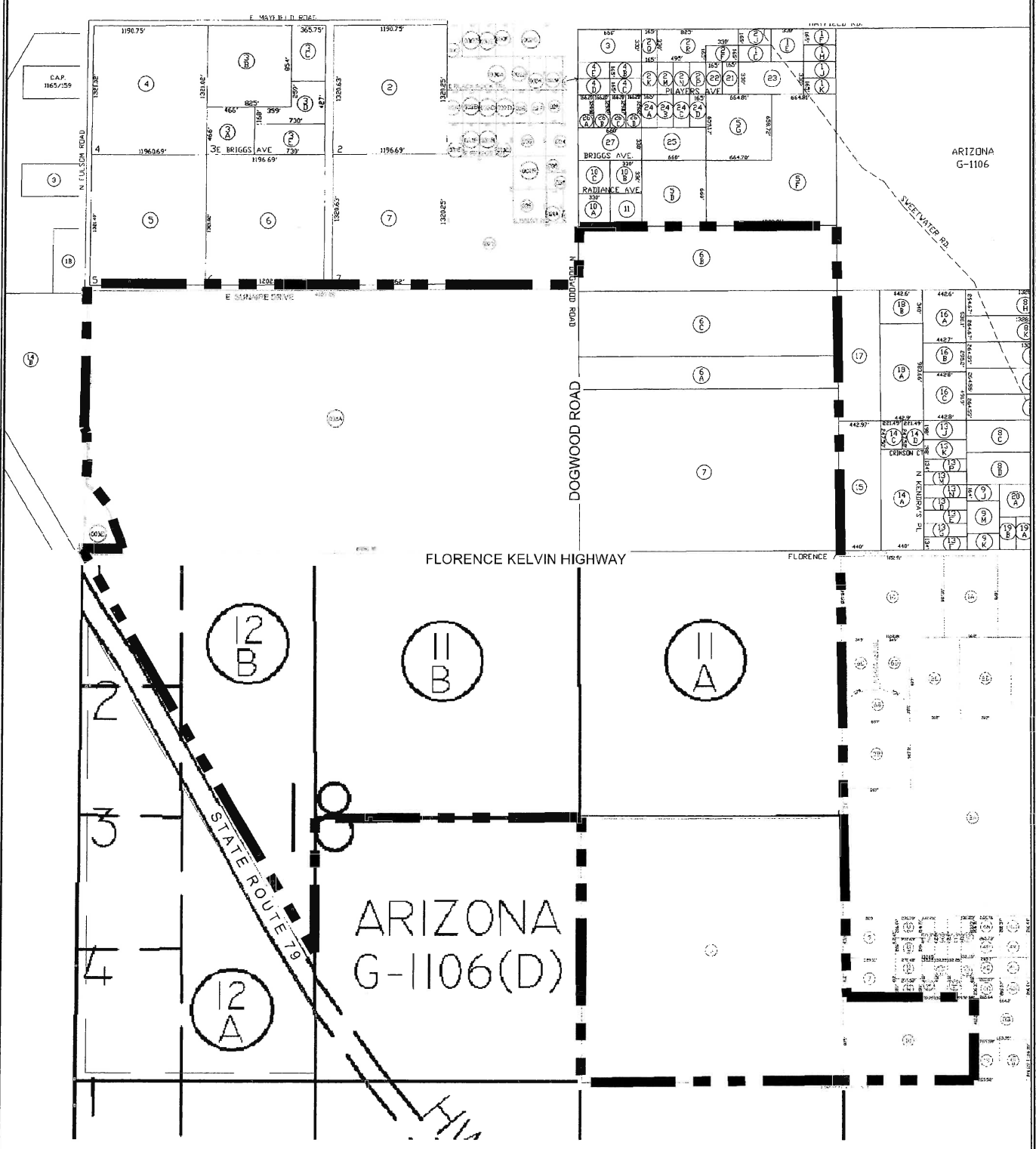
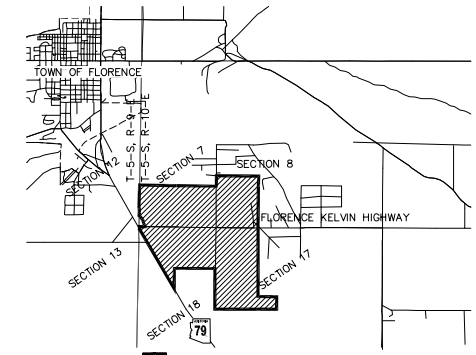
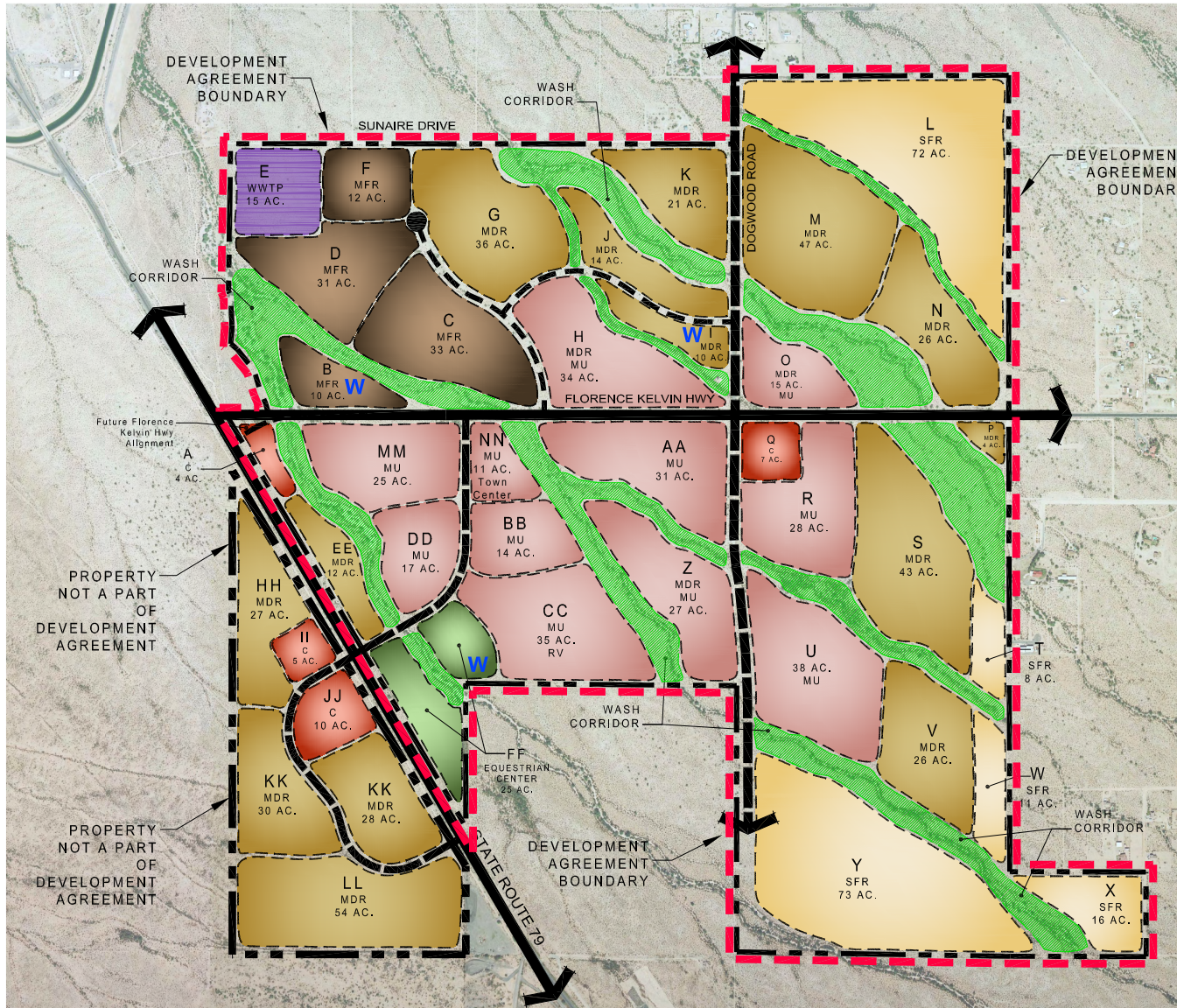


EXHIBIT B

Conceptual Land Use Plan



LOCATION MAP
NOT TO SCALE

Legend of Symbols


- PROPERTY BOUNDARY
- DEVELOPMENT PARCEL BOUNDARY
- PROPOSED ROAD
- DEVELOPMENT AGREEMENT BOUNDARY
- APPROXIMATE WATER PLANT SITE LOCATION

Land Use Table

Land Use Categories	Acreage	Dwelling Units
Single Family Residential (SFR)	180 Acres	540 D.U.
Medium Density Residential (MDR)	414 Acres	3,022 D.U.
Multi-Family Residential (MFR)	114 Acres	920 D.U.
Mixed Use (MU)	207 Acres	420 D.U.
Commercial (C)	26 Acres	
WWTP	15 Acres	
Equestrian Center	25 Acres	
Open Space	260 Acres	
Arterial/Collector Road ROW	25 Acres	
Totals	1,266 Acres	4,902 D.U.

Notes

- TOTAL SITE AREA: 1,112.3 ACRES + 154 = 1,266.3.
- MAXIMUM NUMBER OF DWELLING UNITS: 4,902.
- DWELLING UNITS ALLOWABLE EAST OF SR 79: 4,264 AND WEST OF SR 79: 638.
- THE ROADWAY NETWORK INDICATED ON THIS PLAN IS CONCEPTUAL. ALL ROADWAY ALIGNMENTS, CLASSIFICATION AND IMPROVEMENTS ARE SUBJECT TO FURTHER REVIEW AND APPROVAL BY THE TOWN OF FLORENCE.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: April 7, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1431-14: Pre-Annexation and Development Agreement with Seville Investments LLC, John C. Thomson, and Robert C. Mister		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" 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 type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1431-14, entering into a Pre-Annexation and Development Agreement with Seville Investments LLC, John C. Thomson, and Robert C. Mister.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of approximately seven acres located within the pending Magic Ranch annexation. The site is located along the east side of the Hunt Highway corridor, generally between the Anthem at Merrill Ranch and Magic Ranch developments. The site sits south of the Johnson Utilities Section 11 WWTP and directly east of parcels planned for a future grocery store anchored shopping center. The initial plans for this site include a mini-storage business. The mini-storage facility will ultimately be wrapped by additional commercial uses.

FINANCIAL IMPACT:

Overall positive; entering into this PADA facilitates the successful completion of the Arizona Farms annexation and promotes new commercial development within the Town of Florence. It is noted that the PADA commits to not increase Development Impact Fees for the subject site for the first 5 years of the term of the PADA.

RECOMMENDATION:

Staff recommends adoption of Resolution No.1431-14.

ATTACHMENTS:

Resolution No. 1431-14
PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1431-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH SEVILLE INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, JOHN C. THOMSON AND ROBERT C. MISTER (THE "OWNER") AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – "HUNT HIGHWAY COMMERCIAL" PROPERTIES).

WHEREAS, the Town of Florence is authorized pursuant to A.R.S. § 9-500.05 to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, Seville Investments LLC, John C. Thomson, and Robert C. Mister, the "Owner" plans to develop approximately seven acres of land located as legally described on Exhibit "A" attached hereto (the "Property"), and desires to annex the Property into the Town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence 2020 General Plan applicable to the Property as of the date of this Resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

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

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of approximately seven acres of property is hereby

approved, adopted, and made a part hereof as if fully set out in this Resolution. If the Town does not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the Resolution annexing the Property, the Town promptly and within thirty days of the adoption of this Resolution shall rescind this Resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 7th day of April, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“HUNT HIGHWAY COMMERCIAL” PROPERTIES**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

SEVILLE INVESTMENTS, LLC
A Delaware Limited Liability Company

AND

JOHN C. THOMSON AND ROBERT C. MISTER

DATE: _____, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“HUNT HIGHWAY COMMERCIAL” PROPERTIES**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and Seville Investments, LLC, a Delaware Limited Liability Company, John C. Thomson and Robert C. Mister (the “Owner”).

RECITALS

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Pinal County, Arizona consisting of approximately 7 acres all as legally described in Exhibit “A” (Legal Description and Map) attached hereto and incorporated herein by reference (the “Property”).

B. Owner and the Town desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the Property pursuant to this Agreement and the Land Use Plan, which is attached as Exhibit “B” and Mini-Storage Site Plan, which is attached as Exhibit “C”, is acknowledged by the parties hereto to be generally consistent with the Town’s General Plan, which may be amended prior to or concurrent with this annexation. The annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related directly or indirectly to the development of the Property.

D. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with Town of Florence Highway Business Commercial (B-2) Zoning District as modified per Exhibits B and C is an appropriate designation for this Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PUD zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other things, the PUD plan before it will expend substantial efforts and costs in the development of the Property, and the Town requires assurances from Owner that development of the Property will be in accordance with the Plan and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; and/or (v) creating employment through development of the Property consistent with this Agreement. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement and the PUD plan.

G. Among other things, development of the Property in accordance with this Agreement and the PUD plan will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

H. The public services/infrastructure improvements to be provided by Owner, while necessary to serve development within the Property, may also be needed in certain instances to facilitate and support the ultimate development of a larger land area that includes the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly

executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the "Annexation Ordinance"). The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D).

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the property comparable zoning, which shall be a Planned Unit Development zoning ("PUD") designation allowing underlying land usage consistent with Town of Florence B-2 Zoning District as modified per Exhibits B and C. The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and the comparable zoning, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. 12-1131 et seq., (the "Act") resulting from this Agreement, the comparable zoning, the underlying land use as identified in Exhibits B and C or from any "land use law" (as such term is defined in the Act) enacted, adopted or applied by the Town during the term of this Agreement. Owner acknowledges and agrees the terms and conditions set forth in this Agreement and the comparable zoning cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions permitted by this Agreement and adopted or applied by the Town to the Property. Owner and the Town understand and agree that the waivers contained in this Paragraph 3 are binding upon Owner's successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the PUD.

4. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, effectuate minor changes or adjustments through administrative amendments which may be approved by the Town's Community Development Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this

Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council. The following are major changes:

- (a) Any substantial alteration to the list of permitted uses of the Property or locations of planned land uses set forth in the PUD as deemed to be substantial by the Community Development Director;
- (b) Any increase in the overall density and/or intensity set forth in the PUD;
- (c) Any substantial change in the development standards except as otherwise allowed by the PUD; and/or
- (d) Additional circumstances as described in the PUD Narrative and PUD Ordinance.

6. Additional Property. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the “Additional Property”). The Town and Owner agree that if Owner elects to request from Town the incorporation of such Additional Property or portions thereof: (1) thereafter, such Additional Property may be included in the Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, which may increase the maximum density of the Property; (2) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary amendment to the PUD; and (3) the plans and land use designations approved for any Additional Property shall thereafter apply to the applicable Additional Property.

7. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 6(c) and 6(g) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement.
- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:

- (i) rules that the Owner may agree in writing apply to the development of the Property;
 - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;
 - (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily; and
 - (iv) technical codes adopted by the Town pursuant to the Florence Development Code, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the "MAG") provided that such code updates and amendments shall be applied uniformly and not arbitrarily.
- (c) Development Impact Fees. The Town's Development Impact Fees that shall be imposed upon the Property for a period of five (5) years commencing from the effective date of the Annexation shall be the fees attached as Exhibit "E", unless a lesser fee is applicable at the time a building permit is issued by the Town. After the five (5) year period and for the duration of this Agreement, the Town's Development Impact Fees that will be imposed upon the Property shall be the fees then in effect and applicable at the time of permitting.
- (d) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owner will be required to pay the then applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any

filing, review or permit issuance. Development Impact Fees shall be paid in accordance with Paragraph 5(c) above.

- (c) Reimbursements. Promptly after the Town submits invoices to Owner, Owner shall pay the Town's costs and expenses incurred in connection with: (i) any suit, claim, referendum or legal challenge however described which challenges the validity of this Agreement or the PUD; (ii) any suit, claim, referendum or legal challenge however described which challenges any council action approving this Agreement, the PUD or other council actions relating to the development described in the PUD; and (iii) the exercise of the Town's powers of condemnation or eminent domain at the request of the Owner or as required by the terms of this Agreement.
- (f) Flood Control. Flood control measures for the property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District.
- (g) Building Codes. For development in progress at the time this Agreement becomes effective, the Town will grandfather construction plans approved by Pinal County.

8. Plat and Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformation with the PUD, so that the Owner is not unreasonably delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes.

9. Vested Rights. The types of land uses, together with the densities of such uses for each development parcel on the Property, as shown in the PUD are hereby established. The Town agrees that, for the term of this Agreement, Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

10. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the

Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 10(a) and 10(b). Owner agrees to construct the water infrastructure improvements and wastewater infrastructure improvements in accordance with all other applicable regulations, laws and ordinances. The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

- (b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Plan that relate to the phase or portion of the Property to be developed by Owner at any given time. All such construction performed by Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.
- (i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in

segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase.

- (ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.
- (iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 10(a), Owner shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Paragraph 10(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the usual and customary Town warranty for such Infrastructure. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements.
- (iv) Owner shall give to Town a one (1) year warranty for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied collectively to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an

extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(v) The Owner agrees to forever maintain all (i) rights-of-way designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on the Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owner may assign these obligations to one or more property owners associations ("POA") provided such POA is legally bound to such rights-of-way and landscaping maintenance obligations and has adequate financial ability, acceptable to the Town, to bear such obligations. Once the Town has consented to the assignment of these obligations to a POA, Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

(c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the Property, shall require the Owner and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances which are appropriate and necessary to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed ("Infrastructure Assurance"). In such case, the Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owner shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such Infrastructure Assurances. Final Plats recorded in Pinal County shall have their Infrastructure Assurances transferred to the Town immediately upon annexation. The options are as follows:

- (i) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
- (ii) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be

acknowledged by the Town in accordance with the appropriate Lender's requirements; or

- (iii) Letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or
- (iv) Contractor's performance bond; or
- (v) Dual beneficiary declining letter of credit; or
- (vi) Performance deed of trust; or
- (vii) Third party trust; or
- (viii) Any other method approved by the Town and Owner consistent with State statutes and Town's subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure for which the Town has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

- (d) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements ("Additional Improvements"), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner's ability to complete the development of its Property on the schedule or in the manner originally planned by Owner prior to the Town's imposition of such a requirement.

- (i) Upon completion of the Additional Improvements, Owner's project engineer will provide the Town with the actual costs of the land and construction of such improvements, together with a diagram of any benefited properties other than Owner's property, and a statement of the proportionate share attributable to each of the benefited properties ("Proportionate Share"). The Town shall have the right to review and approve the project engineer's submittal for a period of thirty (30) days, said approval to be commercially reasonable. The Town shall thereafter require each owner of a

benefited property, prior to the issuance of a building permit for the benefited property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below.

(ii) At the time of payment calculation for benefited properties, the payment due shall be adjusted as follows:

1. Calculate the percent increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:

a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and

b. the ENR-CCI or ENR-BCI for the same month of the previous year.

2. Multiply the development impact fee in effect in the year immediately prior to the Adjustment; and

3. Add the resulting amount to the development impact fee in effect in the year immediately prior to the adjustment.

(iii) Within thirty (30) days of receiving payment pursuant to Paragraph 9(e)(ii) above, Town will reimburse Owner in the amount of such payment, less an administrative fee equal to five percent (5%) of each payment which shall be retained by Town. Any credit or offset to which Owner is entitled to pursuant to this Paragraph 9(e) shall be credited to Owner pursuant to a written amendment to this Agreement, which the Town and Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the benefited properties have been identified.

11. Utility Services.

(a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Water Service Provider in obtaining the Water Service Approvals if necessary. Upon the Water Service Provider demonstrating that it has the Water Service Approvals, the Property will no longer be considered within the municipal service area of the Town with respect to water service and Owner shall have no responsibility to the Town to construct water infrastructure improvements of any

kind or to pay water hook-up fees, water impact fees or other similar fees to the Town.

- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Wastewater Service Provider in obtaining the Wastewater Service Approvals if necessary. Upon the Wastewater Service Provider demonstrating that it has the Wastewater Service Approvals, the Property will no longer be considered within the municipal service area of the Town with respect to wastewater service and Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town.
- (c) Temporary Septic System. Town will not take any actions to prohibit the installation and use of a temporary septic system to serve the needs of the Mini-Storage business as depicted in Exhibit “C”. Owner agrees to abandon said temporary septic system and connect, at Owner’s cost, to a private or public wastewater mainline when such line is in proximity to the subject site per applicable State, County and/or Town codes.

12.Plans Submittal. Owner shall submit all plats and plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

13.Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

14.Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

15.Default: Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from

another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "Owner Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.
 - (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
16. Arbitration. If the mediation procedure set forth in Paragraph 14(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, such dispute to arbitration pursuant to this Paragraph 15. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") of the Center for Public Resources (the "CPR") currently in effect, except as provided herein and except where modified by the provisions hereof.
- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
 - (b) The parties agree that the remedies available for the award by the arbitrator(s) under this Paragraph 15 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and

the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 15(e) and 15(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.

- (c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
- (d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
- (e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 15(b), 15(g) and 15(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.
- (f) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.
- (g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after

demand, then the other party may either utilize the arbitration process set forth in this Paragraph 16 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.

- (h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.
- (i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (j) The dispute resolution process set forth in this Paragraph 15 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party shall constitute a default. In the event such default is not cured within the Cure Period, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.
- (k) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 14 and 15 shall not be construed or applied so as to prevent Owner or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

17. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof

including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations.

Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure improvements, may be assigned to one or more HOAs to be established by the Owner. The Owner agrees to provide the Town with written notice of any assignment of the Owner's rights or obligations within 15 days after such assignment. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

17. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.

18. No Owner Representations. Nothing contained herein or in the PUD shall be deemed obligate the Town or the Owner to complete any part or all of the development of the Property.

20. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

19. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

20. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

21.Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.

22.Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

23.Notice. Any notice, (delivered by mail, hand or federal express) assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

The Town: Town Manager
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

With Copy To: Town Attorney
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

The Owner: Seville Investments, LLC
 John C. Thomson and Robert C. Mister
 3151 Airway Ave., Suite H-3
 Costa Mesa, CA 92626

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

24.Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the Property, (ii) mutual termination by the parties, or (iii) ten (10) years from the date of recordation of this Agreement.

25. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees.

26. Insurance Requirements. The Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Owner under this Agreement. The Owner's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.

- (a) General Liability. The Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).
- (b) Automobile Liability. The Owner shall, at its expense, maintain a commercial / business automobile liability insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Owner's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.

- (c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors, subcontractors or anyone for whose acts they or the Owner may be liable in the performance of this Agreement, and regardless of whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, judgments, remedial actions, costs, cleanup actions and expenses are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of active negligence by the Town, its Council members, agents, officers, officials and employees.
- (i) The Owner's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents, employees, contractors or anyone for whose acts they or Owner may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based.
- (ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.

- (iii) The indemnity provisions of this Agreement shall survive the termination of this Agreement.

27. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a home has been approved by the Town.

28. No Partnership: Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

30. Compliance With Certain Federal and State Laws. The Owner hereby agrees to comply with all applicable provisions of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If the Agreement contains provisions relating to the construction of public infrastructure improvements or the formation of a Community Facilities District pursuant to A.R.S. § 48 - 701 et seq., the Owner hereby agrees to comply with all applicable provisions of Arizona Revised Statutes ("A.R.S.") § 34 - 301 "Employment of Aliens on Public Works Prohibited", A.R.S. § 34 - 302 "Residence Requirements for Employees", and A.R.S. § 41-4401 "Government Procurement" (hereinafter referred to as the "Immigration Laws"). A breach of the Immigration Laws shall constitute a default of this Agreement and, if uncured, may subject the Owner to additional penalties including termination of the Agreement at the sole discretion of the Town. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the Owner's, contractor's or any subcontractor's employees who perform work under this Agreement, to ensure that Owner, contractor and any subcontractors are complying with the Immigration Laws. Owner agrees not to hinder the Town in regard to any such inspections. The Town may, in its sole discretion, conduct random verification of the employment records of the Owner, contractor and any subcontractors to ensure compliance with the Immigration Laws. Owner shall not be deemed to have materially breached the Immigration Laws if the Owner establishes that it has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. §1324(a) and 8 U.S.C.A. §1324 (b)(1)(A), et seq., the E-Verify requirements of A.R.S. § 23 - 214(A) and if Owner includes the provisions of this section in any contract the Owner enters into with any and all of its contractors, which contracts shall contain provisions which require such contractors to include the provisions of this section in such contractors' contracts with any subcontractors who provide services relating to the construction of public infrastructure improvements. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by Owner, a contractor or any subcontractor. "Services" also includes

construction or maintenance of any structure, building, transportation facility or improvement of real property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

JOHN C. THOMSON



By: John C. Thomson

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____ of _____, an Arizona limited liability company, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

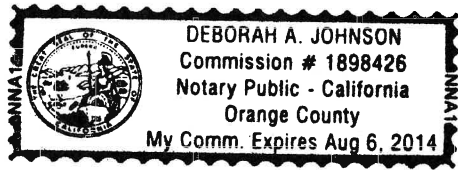
On March 24 2011 before me, Deborah A. Johnson, Notary Public

personally appeared John C. Johnson

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~ or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Pre-Annexation & Development

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

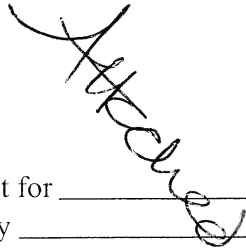
ROBERT C. MISTER



By: Robert C. Mister

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)



The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____ of _____, an Arizona limited liability company, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

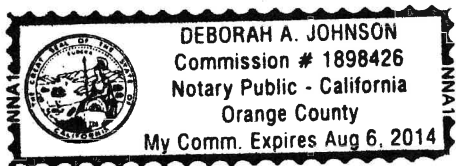
On March 23, 2014

Date

personally appeared Robert C. Mista

Name(s) of Signer(s)

Deborah A. Johnson, Notary Public
Here Insert Name and Title of the Officer



who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity ~~(ies)~~ and that by his/~~her~~ their signature ~~(s)~~ on the instrument the person ~~(s)~~ or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Pre-Annexation & Development

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

EXHIBITS

Exhibit A - Legal Description and Map

Exhibit B – Land Use Plan

Exhibit C – Mini-Storage Site Plan

Exhibit D – Development Impact Fee Schedule

ALTA / ACSM SURVEY

PT. NE 1/4, SECTION 10, T.4 S., R 8 E. G. & S.R.B. & M.

LEGAL DESCRIPTION:

The South half of the Northeast quarter of the Northeast quarter; and the South half of the Southwest quarter of the Northeast quarter of Section 10, Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING from a G.L.O. brass cap at the East quarter corner of said Section 10;

THENCE North 00 degrees 10 minutes 00 seconds West, along the East line of said Section 10, a distance of 1085.37 feet to the Northeastly right of way line of Hunt Highway, as recorded in Docket 974, Page 738, Pinal County Records; and the TRUE POINT OF BEGINNING;

THENCE North 37 degrees 37 minutes 07 seconds West along said Northerly right of way line, a distance of 1126.02 feet;

THENCE North 89 degrees 59 minutes 29 seconds East, a distance of 684.73 feet to a point on the East line of said Section 10;

THENCE South 00 degrees 10 minutes 00 seconds East, continuing along said East line of Section 10, a distance of 891.81 feet to the TRUE POINT OF BEGINNING.

SURVEYOR'S NOTES:

- NO ATTEMPTS HAVE BEEN MADE TO SHOW ON THIS MAP ANY FUTURE RIGHTS OF WAY, FUTURE EASEMENTS, OR FUTURE DEDICATIONS THAT ANY MUNICIPALITY OR GOVERNMENT AGENCY MAY REQUIRE.
- THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATIONS INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THIS SURVEY IS BASED ON A TITLE REPORT PREPARED BY FIDELITY TITLE INSURANCE COMPANY, ESCROW NUMBER: 3002301 13-RD, DATED APRIL 26, 2005.

NOTE:

BOUNDARY INFORMATION DESIGNATED AS "M" REPRESENTS DATA RESULTING FROM FIELD MEASUREMENT OF SAID SECTION 10 MONUMENT CORNERS. INFORMATION DESIGNATED AS "R" REPRESENTS DATA OBTAINED FROM LEGAL DESCRIPTION FURNISHED IN SAID TITLE REPORT.

BASIS OF BEARINGS:

WEST LINE OF THE S.W. 1/4, SECTION 2, T.4 S., R.8 E. BEARING = S 0° 41' 28" E (M) AS REPORTED BY JDS ASSOCIATES, L.L.C. AND VERIFIED BY THIS SURVEY.

SCHEDULE "B" ITEMS:

- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- "A RESOLUTION BY THE BOARD OF SUPERVISORS OF PINAL COUNTY STATING THAT ROADWAY IS ESTABLISHED OVER A PORTION OF SAID LAND. RECORDED: FEBRUARY 21, 1964, IN DOCKET 375, PAGE 572." AS SHOWN.
- "A RESOLUTION BY THE BOARD OF SUPERVISORS OF PINAL COUNTY STATING THAT A ROADWAY IS ESTABLISHED OVER A PORTION OF THE SAID LAND. RECORDED: FEBRUARY 21, 1964, IN DOCKET 974, PAGE 728. (ROAD 112, FLORENCE-CHANDLER)" AS SHOWN.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.
- IMPACTS THE PROPERTY BUT NOT THE SURVEY.

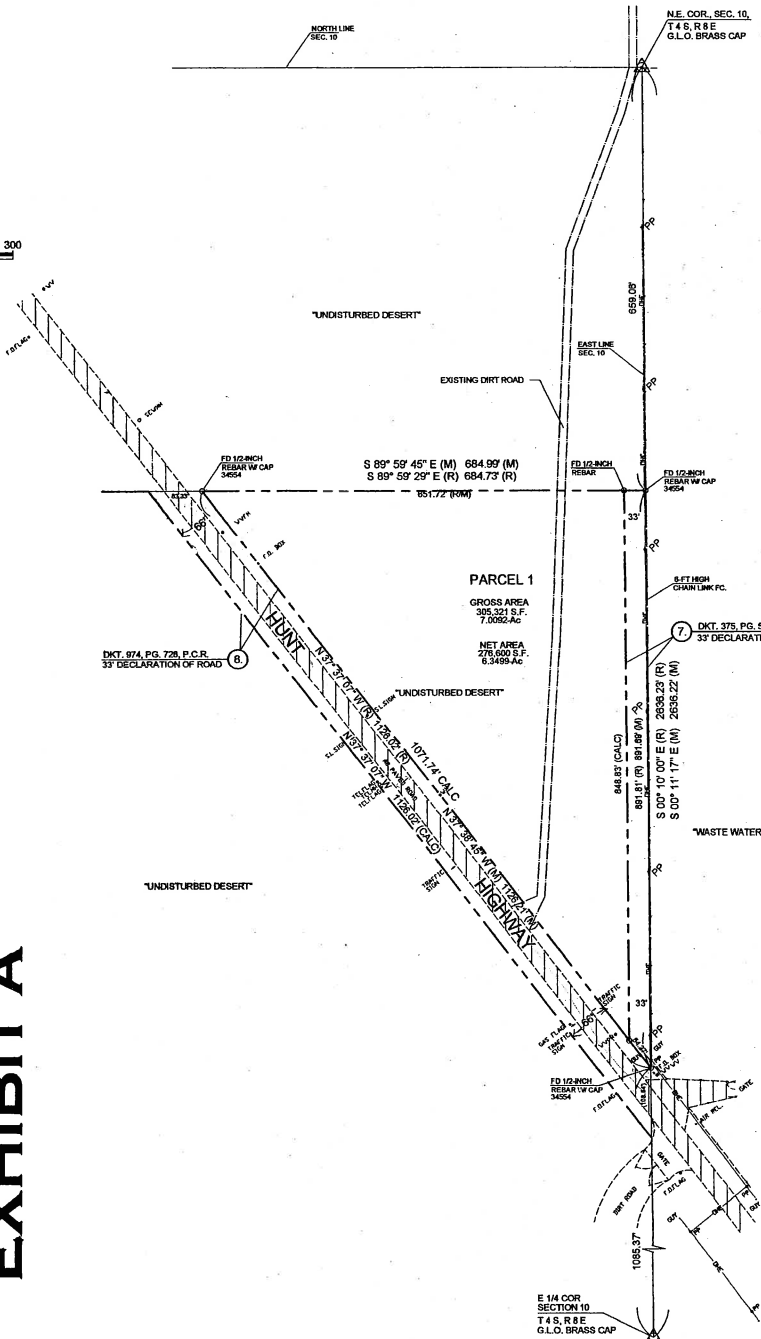
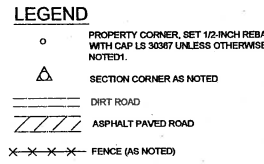
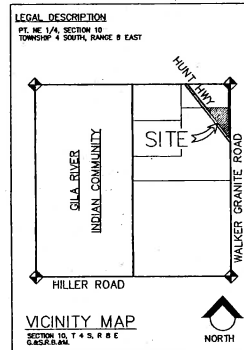
CERTIFICATION:

TO FIDELITY TITLE AND RDK CAPITAL, LLC AN ARIZONA CORPORATION.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (i) IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1, 2, 3, 4, 7, 8, 10, 11, & 15 OF TABLE A THEREOF; AND (ii) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN URBAN SURVEY.

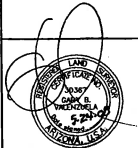
ADOPTED BY THE BOARD OF DIRECTION, AMERICAN CONGRESS ON SURVEYING AND MAPPING ON NOVEMBER 11, 1992.

ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION ON OCTOBER 17, 1992.



THOMAS E. GRANILLO, P.E.
2721 SOUTH CHOLLA STREET
CHANDLER, ARIZONA 85248
Business: (480) 857-9074
Cell: (480) 925-2335
Fax: (480) 857-9074

A.L.T.A. SURVEY
RDK CAPITAL, LLC
7-ACRE PARCEL
PT. NE 1/4 SEC. 10, T.4S. R.8E
PINAL COUNTY, ARIZONA



DATE:	May 20, 2005
SCALE:	1" = 100-Ft
S1	
1 OF 1	
PROJECT NO.:	05-037

CONCEPTUAL PLAN FOR:

LOOKOUT MOUNTAIN

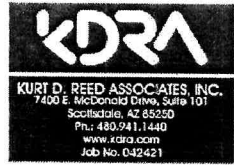
Engineer:



united engineering group
4505 E. Chandler Blvd., Suite 170 Phoenix, AZ 85048 480-705-5372

Planner/prepared by:

Drifting Sands Design
Urban and Environmental Land Planning & Landscape Design
P.O. office Box 24262 * Tempe, Arizona 85286 * 480-927-0208



DATE: 10/3/2005

B
MULTI-FAMILY
RESIDENTIAL
+/- 10 AC.
58 LOTS
LOT SIZE: 40X85

A
SINGLE FAMILY
RESIDENTIAL
+/- 41 AC.
120 LOTS
LOT SIZE: 45X120

D
COMMERCIAL
+/- 7 AC.

C
COMMERCIAL
+/- 21 AC.

HILLSIDE PRESERVE
+/- 10.3 ACRES

15% SLOPE LINE

DRAINAGE CORRIDOR

EXHIBIT B

COMMON AREA
REC. FACILITIES

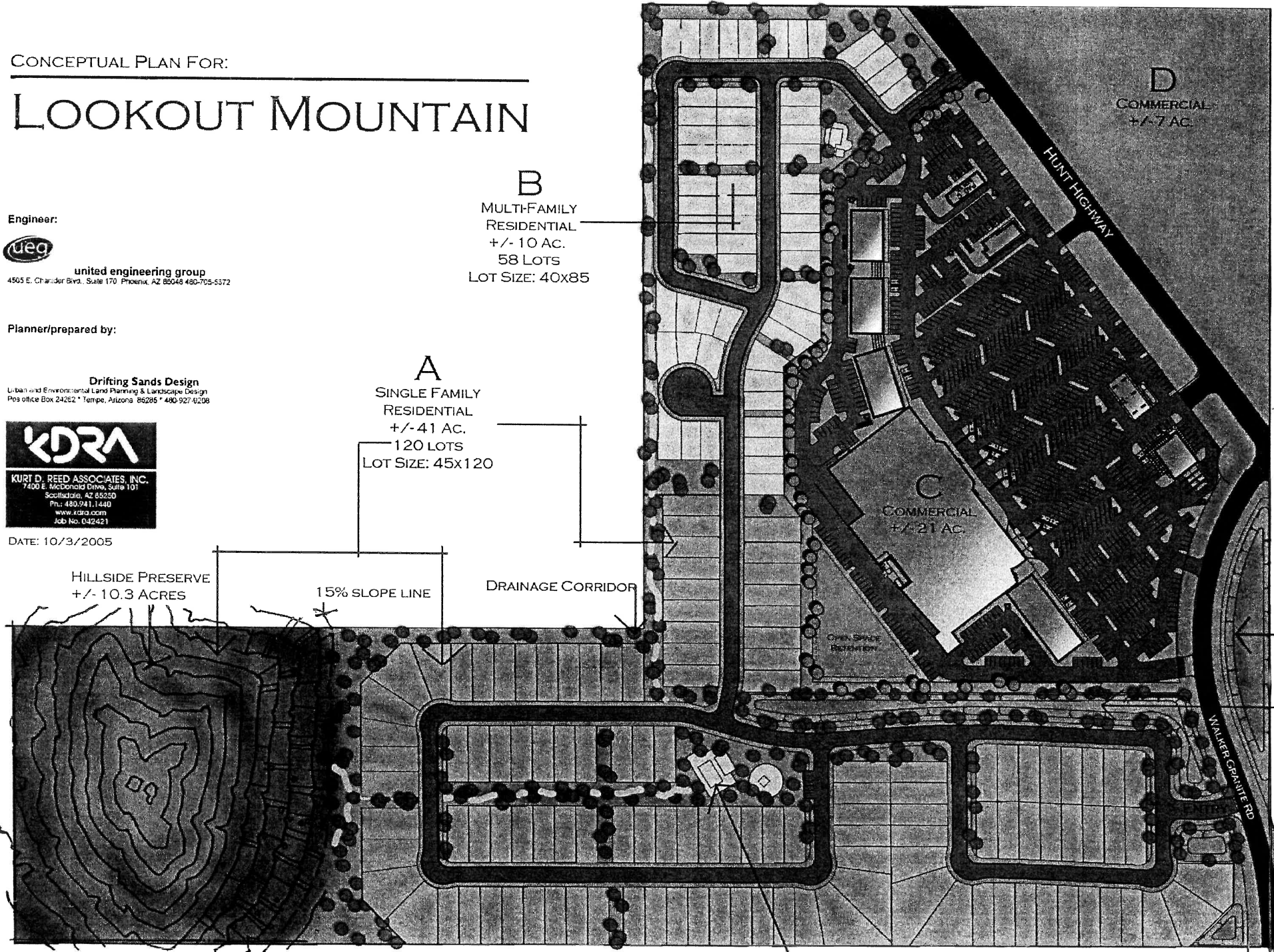
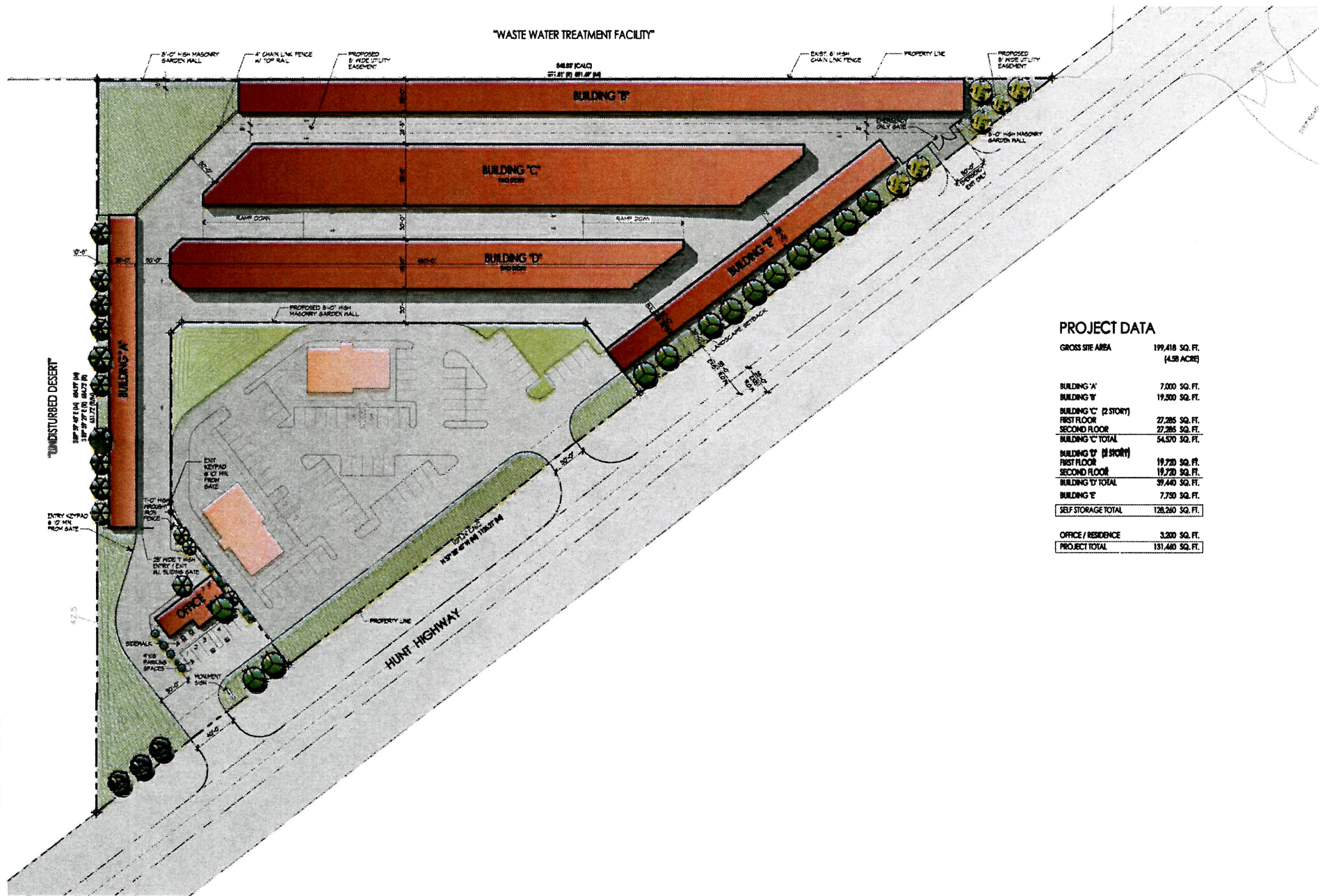


EXHIBIT C



PROJECT DATA

GROSS SITE AREA	199,418 SQ. FT. (4.59 ACRES)
BUILDING 'A'	7,000 SQ. FT.
BUILDING 'B'	19,500 SQ. FT.
BUILDING 'C' (2 STORY)	
FIRST FLOOR	27,285 SQ. FT.
SECOND FLOOR	27,285 SQ. FT.
BUILDING 'C' TOTAL	54,570 SQ. FT.
BUILDING 'D' (1 STORY)	
FIRST FLOOR	19,720 SQ. FT.
SECOND FLOOR	19,720 SQ. FT.
BUILDING 'D' TOTAL	39,440 SQ. FT.
BUILDING 'E'	7,750 SQ. FT.
SELF STORAGE TOTAL	128,260 SQ. FT.
OFFICE / RESIDENCE	3,200 SQ. FT.
PROJECT TOTAL	131,480 SQ. FT.



EXHIBIT D

UTILITY DEVELOPMENT IMPACT FEES

WATER

Meter Size	Fee
5/8" - 3/4"	\$3,330
1"	\$5,550
1 1/2"	\$11,101
2"	\$22,201
3"	\$35,522
4"	\$55,503
6"	\$111,007
8"	\$266,415
10"	\$421,825
12"	\$555,031

WASTEWATER

Meter Size	Fee
5/8" - 3/4"	\$4,105
1"	\$6,841
1 1/2"	\$13,684
2"	\$27,369
3"	\$43,789
4"	\$68,422
6"	\$136,843
8"	\$328,422
10"	\$522,154
12"	\$684,213

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011

NON-UTILITY DEVELOPMENT IMPACT FEES

TRANSPORTATION

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$583
Multi-Family	Housing Unit	\$410
Commercial	1,000 sq. ft.	\$2,618
Industrial	1,000 sq. ft.	\$425

POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$913
Multi-Family	Housing Unit	\$657
Commercial	1,000 sq. ft.	\$171
Industrial	1,000 sq. ft.	\$98

FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$1,096
Multi-Family	Housing Unit	\$788
Commercial	1,000 sq. ft.	\$629
Industrial	1,000 sq. ft.	\$362

PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$857
Multi-Family	Housing Unit	\$617
Commercial	1,000 sq. ft.	\$162
Industrial	1,000 sq. ft.	\$92

LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$0
Multi-Family	Housing Unit	\$0
Commercial	1,000 sq. ft.	\$0
Industrial	1,000 sq. ft.	\$0

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011



TOWN OF FLORENCE PROJECT UPDATE AS OF February 11, 2014

Adamsville Hospital

The Adamsville Hospital is in a holding pattern due to some difficulties.

Anthem Before/After School

The Town began offering the Before/After School program at Anthem K-8. The program has been met with much success.

Anthem Fire Station

The completion of the Police substation should be finished in the next week. The office will be manned with an administrative employee that will be available to assist with police reports, complaints, or concerns. The Temporary signalization will precede permanent traffic signal construction; will begin in a few weeks, followed by permanent signalization anticipated to be completed this summer.

Brunenkant Building

This building stabilization and rehabilitation project is 95% complete with concrete and steel structure stabilization, and masonry/rock grouting almost completed. The Public Works, and Parks and Recreation departments will begin cleaning up and landscaping the area. Staff anticipates having an open house for the community to look at the restoration of the building.

Cuen Building

After taking possession of this deteriorating building in the Historic District, staff sought donations towards the restoration of the building. This effort did not prove fruitful and the Mayor and Town Council agreed that demolition was likely for the building, pending the final action of the HDAC. The Staff has since received several inquiries for the purchase of the building. Conditions of purchasing the building would include immediate stabilization in 120 days, and complete rehabilitation within 1 year of purchase.

CLOMR and LOMR Dirt Relocation

The Town has received the conditional approval to begin the process of relocating dirt from the property to bring the approximate 40 acres out of the flood plain. This is an item budgeted and approved by Council, and needed in order to locate any facilities on the site. Staff is working on identifying a vendor and bringing a contract to Council for approval.



TOWN OF FLORENCE PROJECT UPDATE AS OF February 11, 2014

Country Thunder Trolley

The Town of Florence is offering Trolley service to shuttle people from Country Thunder to local businesses in Core and Anthem area. A map coordinated with trolley stops has been created working with the Chamber and Country Thunder which will be running on April 11 and 12, 2014.

Dog Park

Staff has been monitoring the use of the dog park to ensure proper care is happening along with watering.

Downtown Improvements

Curb Cuts

The project to reconstruct the curbs to assist in the appearance, ADA accessibility, increased parking, and part of the overall redevelopment of the street corridor of downtown Florence was completed in November.

Crosswalks/Intersections

The Town is 100 % complete with another project that will assist with the update, beautification, and welcoming aspects to Historic Downtown Florence by outlining and distinguishing all crosswalks and intersections on Main Street between Ruggles Road and 12th Street. A second part of this projects that the Manager has requested is the removal of all old cross striping, and the assessment of resurfacing the existing pavement to clean up the piecemeal work of cement structures.

Streetscape

This is currently the last project authorized by the Town Council. This project will update the trash receptacles, benches, and the lighting with placing electrical wires below ground. The project is moving forward with the Project manager and ADOT, working along with the Town and SHPO for design. Staff still anticipated this to be completed in 2015.

Economic Development Committee

The committee established by the Town Manager to assist with the evaluation and businesses development, attraction, and marking began meeting in February. The group is meeting monthly and continues to evaluate any and all opportunities for the Town.



TOWN OF FLORENCE PROJECT UPDATE AS OF February 11, 2014

Farmers Market

Staff is looking at creating a unique "Farmers Market" event, much like those in Queen Creek, Oro Valley, etc. Farmers Market will be moved from Main Street to the new Padilla Park in August. Staff is working on contacting vendors across the valley and in other communities to begin planning for this type of event.

Heritage Park

Town staff has placed a new sign in the park and is planning on placing lighting in ball field three in conjunction with other improvements in the area, after connections with APS infrastructure. This is planned to occur late this summer.

Johnson Utilities

The Town is still in the evaluation phase of the process. Staff received direction from Council to complete negotiations and bring back final documents for consideration, and work with the ACC to intervene in the purchase.

Library, Aquatic Center, and Municipal Facility

Staff finalized the list of qualified firms to five and issued a more detailed RFP for qualification pertaining in constructing municipal facilities. Staff will be conducting a session with Council to recommend specifics in the facilities and potential cost numbers in the near future. Staff intends on having the structures complete by mid to late 2015.

Little League Field

The buildings and facility were recently painted to improve the appearance and protect the buildings. Scoreboards will also be repaired and/or replaced.

Magic Ranch and Arizona Farms Annexations

We are still gathering signatures and working with the residents, developers, homebuilders and investors to communicate and answer question as they arise. There are also concurrent negotiations on Pre-Annexation and Development Agreements and some General Plan and Rezoning applications being initiated. The proposed comparable zoning district for Wild Horse Estates is associated with the Arizona Farms annexation.



TOWN OF FLORENCE PROJECT UPDATE AS OF February 11, 2014

Main Street Park

The Town has placed 2-hour parking signs in the park to limit vandalism and illegal activities. To the south of the park, the Town has started placing new playground equipment, perimeter fencing to protect children and updating the area. This project should be complete by June 2014.

Padilla Park at Silver King Plaza

This exciting project continues to move forward, the Town Council authorized the Manager to finalize a contract with Haydon and to begin the completion of the park.

Pinal Federal Credit Union

Town Staff is working with PCFCU in a pending move of Community Development and IT to the PFFCU building and relocating the Parks Department, excluding fitness center staff, to Heritage Park. PCFCU is working with community development to submit plans for the remodel of the Discount Tire Building where they will be relocating.

Redstone Ranch Annexation

This thirty acre annexation is progressing with no issues to date and will be finalized within the next couple of months. The subject site, which is adjacent to the Johnson Ranch Estates property, is also proposed to be rezoned to R1-6.

Road Projects

Adamsville Road

Late this summer, the Town will begin enhancing Adamsville Road, from Main Street to Central, and 20th Street to the High School, after utilities completes installation of water, sewer, and water services lines in the area.

Butte Road

Staff is researching is potential of landscaping from Main to Centennial, which all infrastructure and plants would be donated by Harold and Katie and the Windmill Winery. In addition, staff has been looking at historical pictures of trees lining 12th street where irrigation still exists to determine the feasibility of placement of plants/trees.



TOWN OF FLORENCE
PROJECT UPDATE AS OF February 11, 2014

Curbs and Sidewalk Improvements - Adamsville

This project will commence later this summer to place curbs and sidewalk that are non-existent.

Diversion Dam Road

Design complete and submitted to ADOT for permitting from State Road 79 to Bowling Road; anticipate bidding in May. Project signalization by ADOT to take place late summer and include preemptive signalization for emergency safety vehicles.

Felix and Attaway Roads

Recognizing that both of these roads to Hunt Highway would benefit from some sort of traffic calming and/or improvements. Town staff will begin evaluating this matter and submit a plan with options to Council.

Florence Heights Road

This road has considerable wear due to the heavy usage and diversion of large load vehicles. The Town plans on doing an interim solution to fix the road; however, a permanent solution will not be completed until both the 79/79B and 79B/287 projects are complete. The overlay for this road is to begin in late April.

Highway 79 and 79B

The temporary re-alignment has been completed by ADOT, including striping. ADOT is currently in the planning phase to develop a permanent alignment to be completed in the next few years. Data recovery necessary for environmental clearance has started.

Highway 79B and 287

This project, which has been in the planning stage for some time. It is currently being drafted by ADOT and with the Town reviewing; and it should be completed in the next 18 months. There are currently no funds assigned for construction. The scoping document has been completed. A notice to proceed is expected to be sent to the Engineer from ADOT by March 1st.



TOWN OF FLORENCE
PROJECT UPDATE AS OF February 11, 2014

Plant Road Paving

Plant road paving was completed in November, and striping was completed in January due to the cold weather. The road is from Adamsville to Butte and was completed as part of the Town's plan to eliminate dirt roads and improve more heavily utilized roads.



TOWN OF FLORENCE

Community Development Department

MEMO

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: April 7, 2014 Town Council Meeting

Re: Activity Report

Major updates for this Department are as follows:

- The Community Development Director and Jennifer Evans from the Town Manger's office attended an AZ APA professional development workshop entitled "AZ Local First Movement as Catalyst and Partner in Economic Development". It is noted that the Director is the President of the Association that sponsored this training. Important takeaways:
 - Small business drives the economy, especially in smaller communities.
 - The adaptive re-use of buildings is an issue in communities across the state and beyond. Solutions for facilitating the re-use of older buildings include:
 - Adopt the International Existing Building Code (Florence has done this, but this does not except businesses from following current codes for new work within existing buildings).
 - Adopt an Infill Incentive District (Florence has this tool in place, but it has not been used since the adoption of the District).
 - Expedite the design review process for small projects (Florence has done with the recent ordinance change).
 - Modifying zoning and site development standards for sites and buildings in downtown areas (Florence has done this with the use of PADs, adoption of Mixed Use Land Use designations in the General Plan, creation of the DC Zoning District, application of DC Zoning District, etc.).
 - Look for creative solutions to challenging projects (a recent example is how the Town entered into a partnership with National Bank of Arizona that involved right-of-way abandonment, lot combination, partnerships on site and sign improvements, etc.).
 - Connect economic development and planning efforts (there has been a long relationship between the two disciplines in Florence).
 - Look at whether local procurement policies encourage the use of local businesses and vendors (something that may require further evaluation with the Finance Department).

- Coordinate the community's Economic Development efforts by the use and implementation of an adopted strategic plan and creation of a single point of contact regarding economic development, business attraction, business retention, tourism, etc.
 - Support the use of banks and credits unions that are Arizona based, which helps promote local lending policies.
 - For the City of Cottonwood, it appears that their successes have been largely based on the following:
 - Location by the Verde River with proximity to Sedona, Jerome and the Verde Canyon Railroad.
 - Climate.
 - A hand full of major investors have spearheaded the redevelopment of their downtown area, which has led to other private investment. The spin-off effect has produced amazing results. The public and private sectors must work together, but major capital must come from motivated and enthusiastic private investors.
 - Cottonwood is working off of an adopted Economic Development Strategic Plan so their vision, goals, objectives, strategies and tasks are clearly defined for a 5 year period. This has put everyone on the same page.
 - Cottonwood has branded its downtown area and to some extent, the larger region, so their marketing efforts are highly focused and productive.
-
- Staff will meet with the Arizona government relations person with the ICC to review how we can enhance the benefits of using the International Existing Building Code to help with the adaptive re-use of older buildings in the core of Florence. The Town may find that this Code is better implemented along with the use of the Infill Incentive District and other coordinated economic development related efforts.
 - The Director will serve on a professional planner panel at an ASU Planning Career fair night sponsored by the ASU School of Geographical Sciences and Urban Planning.
 - Town staff approved the Design Review application for the new Anthem at Merrill restaurant. Initial site work has commenced on this site and construction on the building should be underway shortly.
 - A new ice vending kiosk will be added adjacent to the water vending machines on Main Street.
 - The Director provided his testimony along with others at the ADEQ hearing on the proposed Curis Pilot project APP.

- The American Legion is refurbishing their existing signage in front of their building in order to exhaust the remains of a past grant.
- The Windmill Winery has contracted with artist Gary Drysdale (Caricatures by Gary Drysdale) to produce renderings of a mural that is proposed to be displayed on the northwest corner of Butte Avenue and Main Street per HDAC approval. The artist and the Windmill Winery are modifying the artwork based on comments received from the HDAC.
- Work on the proposed Magic Ranch and Arizona Farms annexations will be ongoing for the next several months. Staff is working with property owners, builders and developers to address concerns and work through possible agreements, zoning applications, etc. Regular negotiations on PADA's in occurring at this stage of the process.
- Two Minor General Plan Amendments within the Magic Ranch annexation area were just approved. Staff is now reviewing updated zoning requests for these sites.
- Staff is continuing to work on a new Zoning District (RRES) to better mirror the zoning for Wild Horse Estates. As directed by Town Council, staff brought the RRES Zoning Ordinance back to Planning and Zoning Commission for refinement and a new recommendation.
- The 30 acre Redstone Ranch annexation and companion zone change request is moving forward.
- Staff's contributions to the 2014 Home Tour were beneficial in increasing the attendance and success of this event.
- The Anthem American Leadership Academy charter school across from the Florence Hospital is scheduled to open their campus for the 2014-2015 school year and have started the enrollment process for new students.
- Florence Fire Station Number Two had their grand opening on March 5, 2014.
- Territory Square CLOMR/LOMR projects are moving ahead and on schedule. FEMA has approved the CLOMR on the phase one site (40 acres). The CLOMR for the full Territory Square site has been submitted to FEMA.
- Staff is reviewing options to construct an interim road across the Territory Square site that would connect the north end of Main Street to Highway 79.
- Staff is assisting with the new library RFQ process.

- The attached permit spreadsheet shows that the Town issued 8 single-family home permits for February of 2014.
- Staff continues to work on Town of Florence Development Code text amendments.
- Code compliance efforts are ongoing, but limited by staff shortages. Fortunately, the Police Department continues to assist with trash and bulk pick up compliance issues.
- The Haydon Building Corp. was awarded the contract for the Padilla Park at Silver King Plaza project. Staff is now working with them on the finalization of the park design docs before construction gets underway on this site.
- After a meeting hiatus, staff expects there to be a project meeting update on the ADOT North-South Corridor study in early April. Meanwhile, the Director has met with many major stakeholders about working towards further refining or narrowing the Town's preferred corridor for the future North-South freeway.
- Florence and Coolidge staff met with the ADOT Passenger Rail Study team to listen to a project update and their team agreed to present an update to our respective Council's in April or May.
- The Johnson Ranch Estates DA is set for Council review and approval on April 7, 2014.
- Staff is working with MAG on a Southeast Valley Transit study.
- The Senior Planner attended a free all-day flood plain training workshop at the end of May.
- The Conditional Use Permit application for a Medical Marijuana Dispensary located at 2501 Hwy 79 in Florence was denied. The applicant has stated that he is considering an appeal of this decision.
- Staff is working with several downtown property owners that wish to re-zone their properties to DC.
- The vacant Building Inspector position was recently filled by Mr. Jason Penrod. The department continues to recruit for the vacant Senior Building Inspector position. In the interim, Public Works is allowing Carroll Michael to assist us in keeping up with building safety related work.

TOWN OF FLORENCE Building Permits for 2005 Thru 2014

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	M/F 2005 thru 2013	M/F 2014	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014	
Jan.	1	6	29	51	1	20	4	7	20	16	0	0	1	3	4	3	1	2	1	1	0	1	0	0	1	5	0	0	1	0	0	0	30	13	28	23	42	33	32	32	35	61	
Feb.	3	53	27	46	0	23	5	7	10	8	0	0	0	4	5	3	2	3	0	2	0	0	0	1	2	2	3	3	0	2	0	2	21	3	27	28	22	33	22	30	27	50	
Mar.	13	51	58	48	3	29	5	8	20		0		3	6	6	4	2	1	2	0	2		0	4	3	3	5	1	2	1	1		16	20	32	29	44	12	34	30	48		
April	2	38	36	50	23	17	26	4	27		0		2	9	5	1	0	1	4	0	0		0	1	2	7	1	4	3	2	3		12	10	16	30	48	29	32	20	38		
May	1	50	53	53	33	24	16	20	14		0		3	13	1	0	1	1	1	1	1		0	3	3	9	1	0	2	1	1		12	10	26	14	14	28	31	33	41		
June	5	90	52	52	28	23	11	22	15		0		4	4	2	0	2	2	1	0	0		0	2	2	1	2	1	4	0	6		19	12	21	33	27	33	23	35	19		
July	3	32	54	57	35	15	5	12	11		0		2	5	1	0	0	1	0	0	0		0	2	3	2	1	0	6	6	1		9	16	22	36	26	14	17	24	24		
Aug.	0	19	32	38	16	6	13	12	19		0		1	1	3	0	0	0	1	0	0		0	0	0	9	3	1	1	1	4		5	10	28	27	28	15	19	23	39		
Sept.	35	6	1	31	10	6	7	14	8		0		2	2	1	0	1	0	0	0	0		1	1	3	2	1	0	6	0	1		11	16	9	38	23	20	17	18	28		
Oct.	2	16	21	23	11	5	7	12	14		0		4	6	2	2	0	0	0	2	2		5	4	2	2	2	1	1	0	4		17	16	30	56	21	20	18	40	56		
Nov.	2	20	17	18	24	5	8	8	11		0		4	2	2	1	0	3	1	0	0		9	1	3	4	2	0	0	1	1		19	35	16	30	33	37	41	33	41		
Dec.	33	26	31	0	17	0	5	12	13		0		2	7	4	1	3	0	1	0	1		2	2	1	1	1	2	2	0	0		57	27	18	20	25	23	31	42	34		
Total	100	407	411	467	201	173	112	138	182	24	0	0	28	62	36	15	12	14	12	6	6	1	17	21	25	47	22	13	28	14	22	2	228	188	273	364	353	297	317	360	430	111	

1. SFR = New Single Family Residential Homes

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

3. M/H = Manufactured Homes, Mobile Homes and Park Models

4. C/I = Commercial/Industrial New/Tenant Improvements

5. Other = Pools, Sheds, Fences, Signs, etc.

**MUNICIPAL COURT
MEMORANDUM**

TO: CHARLES MONTOYA TOWN MANAGER
FROM: KATHERINE KAISER, MAGISTRATE
RE: FEBRUARY 2014 MONTHLY REPORT
DATE: MARCH 2014



The court has been busy this month processing money collected from tax refunds. The State of Arizona places a hold on a defendant's tax refund if money is owed to any court therefor helping us to collect on unpaid fines. If we were to receive the same from the Federal refund we would get twice the money collected.

The program F.A.R.E., which is our main collection agency along with the Arizona State tax refunds, collected \$16,931.92 this month for the court.

**ADDITIONAL MONIES COLLECTED FROM COLLECTION AGENCY
AND ARIZONA STATE TAX INTERCEPTION: YEAR 2014 TOTALS**

VCS COLLECTIONS	F.A.R.E./T.I.P.S.
\$ -0-	\$29,82456

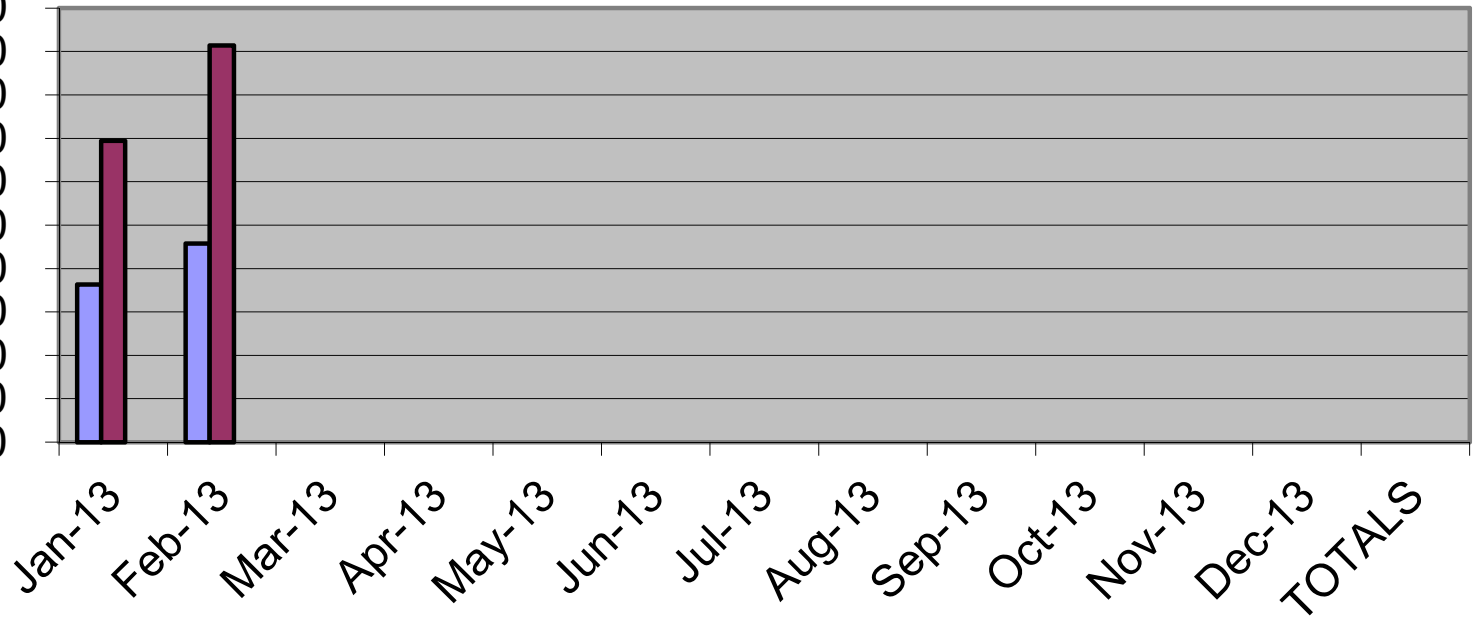
**MONEY COLLECTED FOR VICTIM RESTITUTION: YEAR 2014
TOTAL**

\$1,112.16

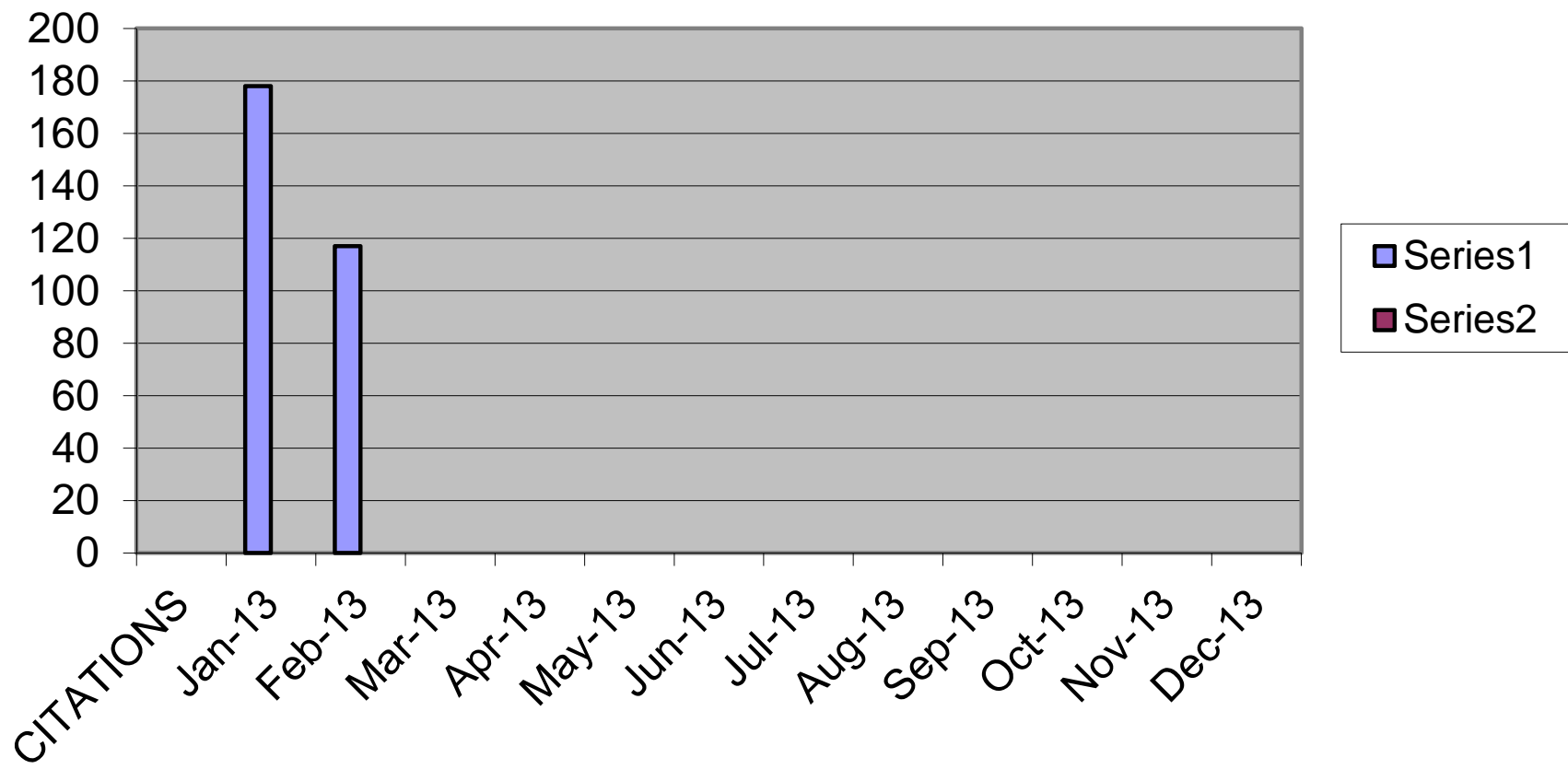
**MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4
ASSESSMENT: YEAR 2014 TOTAL**

\$2,616.74

\$50,000.00
\$45,000.00
\$40,000.00
\$35,000.00
\$30,000.00
\$25,000.00
\$20,000.00
\$15,000.00
\$10,000.00
\$5,000.00
\$0.00



■ TOF& ■ TOTAL \$ ■ YEAR 2014



Finance Memorandum

To: Charles Montoya, Town Manager

From: Mike Farina, Finance Director

Date: 3/19/2014

Re: Finance Department Report

Annual Budget and Capital Improvement Plan – FY2014/2015

Finance and the Town Manager are developing the recommended budget for FY2014/2015 and the CIP.

Accounting Manager Transition

The Accounting Manager started on February 10. Training and transitioning of duties are nearly complete. The Accounting Manager has started a cross-training program for accounting staff.

Financial Report and Grants Activity Report

Please see the attached February Monthly Financial Report and the Grants Activity Report. The fiscal year second quarter financial report was presented to Town Council on March 3. Six grant application submittals totaling \$1,009,491 are awaiting award notification.

Monthly Financial Report February 2014

The following charts and graphs are for financial activity (cash basis) for February 2014.

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 12,443,899	\$ 8,381,258	67%	\$ 13,309,014	\$ 7,618,754	57%
Capital Improvement	1,180,000	834,414	71%	7,447,075	2,176,533	29%
Highway User Revenue	2,601,737	1,486,257	57%	7,250,721	1,458,913	20%
Construction Tax - 4%	190,000	66,546	35%	-	-	100%
Food Tax - 2%	230,000	146,087	64%	-	-	100%
Town Water	2,962,100	1,800,410	61%	7,110,077	1,269,969	18%
Town Sewer	4,691,652	2,305,584	49%	5,298,162	1,924,437	36%
Sanitation	983,090	474,584	48%	828,119	457,532	55%
Total	\$ 25,282,478	\$ 15,495,140	61%	\$ 41,243,168	\$ 14,906,138	36%

- Reported on cash basis. Revenues reflect a one- to two- month lag in collections.

Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Transfers In	CIP	Professional Services	Ending Fund Balance
501 Sanitation	\$ 45,317	\$ -	\$ 162	\$ -	\$ -	\$ -	\$ 45,479
505 Transportation	667,966	61,029	2,571	-	-	233	731,333
506 General Government	1,206,996	-	4,311	-	-	233	1,211,074
508 Police	354,107	80,891	1,195	-	103,683	233	332,277
509 Fire/EMS	1,789,931	92,603	2,653	1,295,749	2,908,848	233	271,855
510 Parks	1,212,950	54,848	4,497	-	-	233	1,272,062
511 Library	791,178	7,511	2,829	-	-	233	801,285
596 Florence Water	110,203	-	279	-	-	-	110,482
597 Florence Sewer	356,012	-	1,017	-	-	-	357,029
598 North Florence Water	9,513	-	391	-	-	-	9,904
599 North Florence Sewer	12,173	-	41	-	-	-	12,214
Total	\$ 6,556,346	\$ 296,882	\$ 19,946		\$ 3,012,531	\$ 1,398	\$ 5,154,994

**Monthly Financial Report
February 2014**

Comparison of General Fund Revenue and Expenditures Actual to Budget

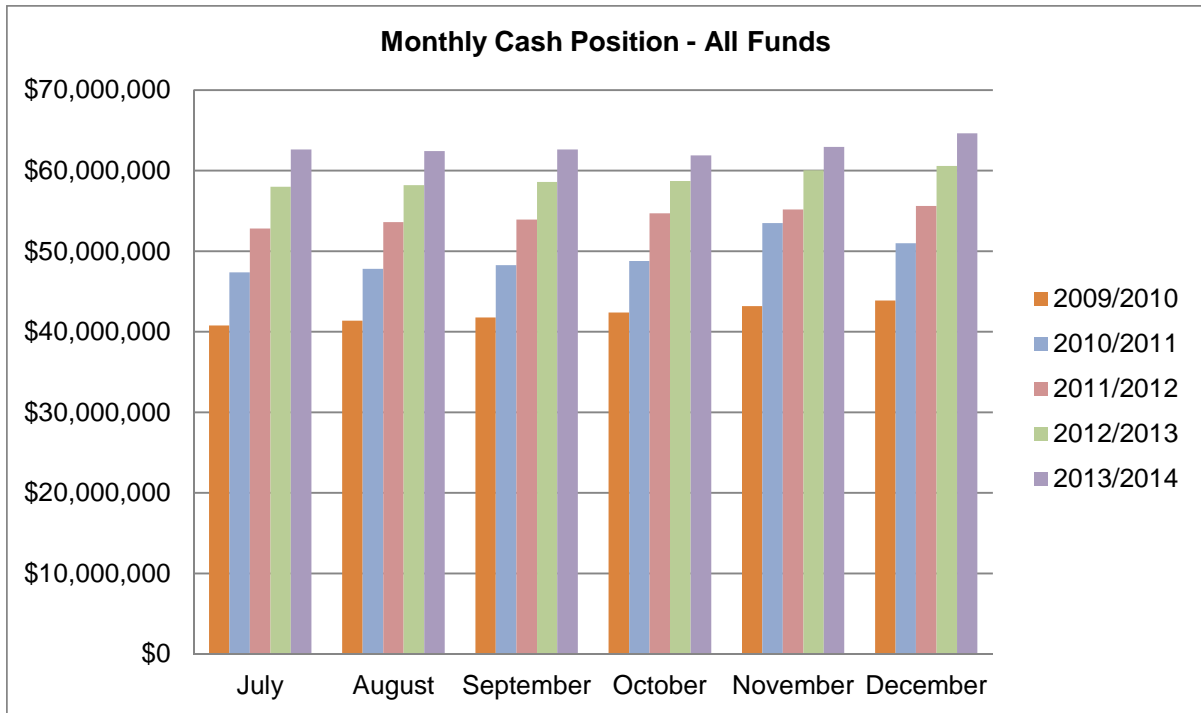
GENERAL FUND	Budget	Actual	Budget to Actual
<u>Revenue by Category</u>			
Taxes	\$ 3,014,526	\$ 1,863,652	61.8%
Licenses and Permits	284,000	299,723	105.5%
Franchise Fees and Taxes	420,180	296,629	70.6%
Intergovernmental	6,174,993	3,854,495	62.4%
CE Inspection Fees	120,000	1,334	1.1%
Civil Engineering Fees	40,000	18,700	46.8%
Community Development Fees	122,000	77,851	63.8%
Charges-General Government	152,988	60,723	39.7%
Cemetery Fees	17,500	7,909	45.2%
Public Safety-Police	91,800	25,843	28.2%
Parks and Recreation	63,150	64,026	101.4%
Fines and Forfeitures	180,410	125,212	69.4%
Interest Earnings	23,000	43,147	187.6%
Public Safety-Fire	57,500	33,181	57.7%
Library	83,700	72,454	86.6%
Miscellaneous	59,420	64,970	109.3%
Downtown Redevelopment	8,280	4,194	50.7%
Government Access Channel	6,615	3,550	53.7%
Seniors Fees	16,700	15,652	93.7%
Operating Transfer	1,507,137	1,448,013	96.1%
Total Revenue	\$ 12,443,899	\$ 8,381,258	67.35%
<u>Expenditures by Department</u>			
Town Council	\$ 152,324	\$ 73,785	48.4%
Administration	673,404	441,403	65.5%
Courts	278,448	150,501	54.0%
Legal	255,460	173,517	67.9%
Finance	908,947	545,087	60.0%
Human Resources	214,794	138,469	64.5%
Community Development	561,700	340,133	60.6%
Police Services	3,771,703	2,182,779	57.9%
Fire Services	2,534,446	1,738,144	68.6%
Information Technology	536,365	350,149	65.3%
Parks & Recreation Services	1,345,340	736,979	54.8%
Library	367,040	219,895	59.9%
Engineering	176,435	62,087	35.2%
General Government	623,085	370,964	59.5%
Cemetery	25,550	8,157	31.9%
Economic Development	167,665	81,705	48.7%
Operating Transfers	716,308	5,000	0.7%
Total Expenditures	\$ 13,309,014	\$ 7,618,754	57.25%

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Monthly Financial Report February 2014

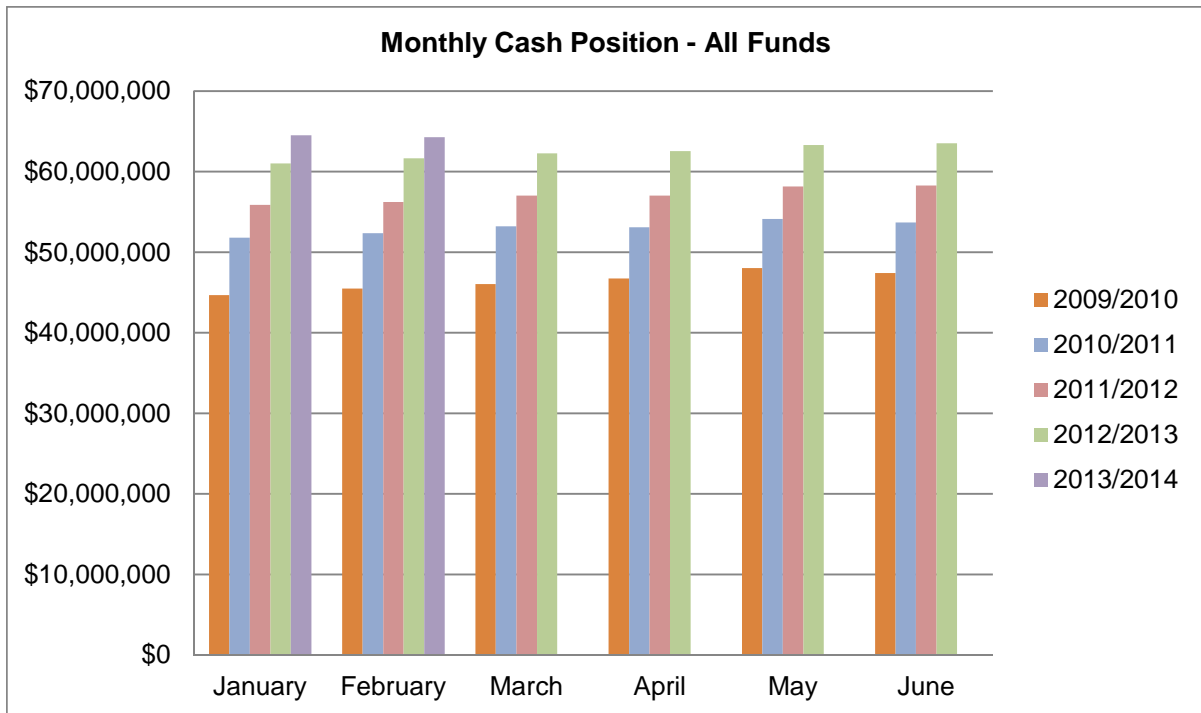
Cash and Investments – Bank Balances and Monthly Yield

<u>Account - cash balance</u>	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
NB/AZ - General Checking	\$ 13,150,045	\$ 13,208,939	\$ 13,063,067	\$ 12,758,409	\$ 13,750,033	\$ 15,757,480
LGIP - 7256	8,878	8,879	8,879	8,880	8,880	8,880
LGIP - 5953	124,090	124,119	124,119	124,145	124,154	124,167
Stifel Nicolaus - Investments	49,350,566	49,114,225	49,430,484	49,014,518	49,052,504	48,739,832
NB/AZ - PD Evidence	4,548	4,548	4,548	6,650	6,651	4,970
Total cash	\$ 62,638,127	\$ 62,460,710	\$ 62,631,097	\$ 61,912,602	\$ 62,942,222	\$ 64,635,329
<u>Account - monthly yield</u>	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
National Bank Arizona	0.05%	0.05%	0.05%	0.05%	0.05%	0.0500%
LGIP - 7256	0.03%	0.03%	0.04%	0.06%	0.06%	0.0500%
LGIP - 5953	0.13%	0.14%	0.14%	0.12%	0.09%	0.1200%
Stifel Nicolaus - Investments	1.13%	1.15%	1.13%	1.13%	1.13%	1.1800%



Monthly Financial Report February 2014

<u>Account - cash balance</u>	<u>Jan-14</u>	<u>Feb-14</u>	<u>Mar-14</u>	<u>Apr-14</u>	<u>May-14</u>	<u>Jun-14</u>
NB/AZ - General Checking	\$ 15,373,675	\$ 15,104,656				
LGIP - 7256	8,881	8,881				
LGIP - 5953	124,181	124,190				
Stifel Nicolaus - Investments	49,012,411	49,041,298				
NB/AZ - PD Evidence	4,926	4,970				
Total cash	\$ 64,524,074	\$ 64,283,995				
<u>Account - monthly yield</u>	<u>Jan-14</u>	<u>Feb-14</u>	<u>Mar-14</u>	<u>Apr-14</u>	<u>May-14</u>	<u>Jun-14</u>
National Bank Arizona	0.0500%	0.0500%				
LGIP - 7256	0.0500%	0.0500%				
LGIP - 5953	0.1300%	0.1000%				
Stifel Nicolaus - Investments	1.1700%	1.1300%				



**Grants Activity Report
February 2014**

SUBMITTED GRANTS



1. 2015 Arizona Governor’s Office of Highway Safety (AZGOHS)

The Town submitted an application in the amount of **\$75,637** for (1) 2015 Chevrolet Tahoe – DUI vehicle, Accident Investigation Equipment and Overtime Funds to be used for traffic enforcement.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Announcements will be made in May.

Month’s Expenditures: None



2. 2015 Arizona Department of Homeland Security

The Town submitted an application in the amount of **\$9,582** for (6) Ballistic Shields to be used for tactical response situations.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Announcements will be made in July.

Month’s Expenditures: None

3. 2013 Assistance to Firefighters Grant (AFG)

The Town submitted an application in the amount of **\$210,000** for a Mini Pumper that will enhance the safety and effectiveness of firefighting. A 10% Town match (\$21,000) is required.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Grants are undergoing peer review.

Month’s Expenditures: None

**Grants Activity Report
February 2014**

4. 2013 Assistance to Firefighters Grant (AFG)

The Town submitted an application in the amount of **\$226,047** for communication equipment that will solve interoperability and compatibility issues for the firefighters. A 10% Town match (\$22,605) is required.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Application submitted. Grants are undergoing peer review.

Month's Expenditures: None

5. 2013 Maricopa Association of Governments Certified Street Sweeper Grant

The Town submitted an application in the amount of **\$188,225** for a PM-10 Street Sweeper.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: Funding was denied due to low priority of air quality control issues in Florence.

Month's Expenditures: None

6. 2013 State Special Projects Grant (SSP) – Owner Occupied Housing Rehabilitation

The Town submitted an application for 2013 CDBG/SSP funding (**\$300,000**) from Arizona Department of Housing (ADOH) for Owner Occupied Housing Rehabilitation.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Status: The grant application was submitted Nov. 25. Awards will be announced March 2014.

Month's Expenditures: None

**Grants Activity Report
February 2014**

CURRENT FISCAL YEAR

1. 2013 High Intensity Drug Trafficking Alliance (HIDTA) 23 COT Grant Number HT12-2226

HIDTA-23 program awarded **\$73,000** in federal funds for a police officer to participate as a member of the Pinal County Narcotics Task Force. This grant is administered by the Tucson Police Department.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 73,000
Town Match	
Total Expenditures	<u>(73,000)</u>
Fund Balance	\$ 0

Status: The project is on-going through the Tucson PD. HIDTA funds will be transferred into the account to cover the officer's salary/overtime expenses.

Month's Expenditures: \$21,625

2. 2013 State Homeland Security Grant Program: Operation Stonegarden

This is a multi-agency grant for the Florence PD in the amount of **\$84,000** for overtime and mileage as part of the U.S. Homeland Security Grant Program.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 84,000
Town Match	
Total Expenditures	<u>(15,081)</u>
Fund Balance	\$ 68,919

Status: The Police Department is actively participating under the direction of Border Patrol.

Month's Expenditures: \$15,081

**Grants Activity Report
February 2014**

3. 2013 State Homeland Security Grant Program: Operation Stonegarden

This is a multi-agency grant for the Florence PD in the amount of **\$41,458** for equipment as part of the U.S. Homeland Security Grant Program.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 41,458
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 41,458

Status: The Police Department has started the project. Bids for equipment are taking place.

Month's Expenditures: None

4. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Occupant Protection Equipment

AZGOHS awarded **\$2,500** to the Police Department to purchase 50 child safety car seats.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 2,500
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 2,500

Update: The grant is in the second quarter.

Month's Expenditures: None

5. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement Equipment (STEP)

AZGOHS awarded **\$23,591** to the Police Department to purchase radar units, camera units, LIDAR units, and outside services for installation costs to enhance speed enforcement.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 23,591
Town Match	
Total Expenditures	<u>(20,591)</u>
Fund Balance	\$ 3,000

Update: The grant is in the second quarter.

Month's Expenditures: None

**Grants Activity Report
February 2014**

6. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Occupant Protection Enforcement and Education

AZGOHS awarded \$4,000 to the Police Department to support Personnel Services (Overtime) and Employee Related Expenses to enhance seat belt usage by conducting Occupant Protection Enforcement and Education.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 4,000
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 4,000

Update: The grant is in the second quarter.

Month's Expenditures: None

7. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement

AZGOHS awarded \$8,000 to the Police Department to support Personnel Services (Overtime) and Employee Related Expenses to enhance speed enforcement throughout the Town.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 8,000
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 8,000

Update: The grant is in the second quarter.

Month's Expenditures: None

8. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement Equipment

AZGOHS awarded \$9,973 to the Police Department to purchase (1) Speed Trailer to enhance speed enforcement.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 9,973
Town Match	
Total Expenditures	<u>(9,973)</u>
Fund Balance	\$ 0

Update: The grant is in the second quarter.

Month's Expenditures: None

**Grants Activity Report
February 2014**

9. 2013 FEMA SAFER Grant

The Town was awarded **\$463,902** for three firefighter positions. The funding will be for two years.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 463,902
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 463,902

Update: The Town hired three firefighters with a starting date of February 3rd.

Month's Expenditures: None

PRIOR FISCAL YEARS:

1. 2004 Main Street Streetscape Project - TEA-FLO-0(004)

Federal Highway Administration awarded **\$500,000** to perform enhancements on North Main Street.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 500,000
Town Match	28,500
Total Expenditures	<u>(95,025)</u>
Fund Balance	\$ 433,475

Status: Sidewalks are currently being replaced in preparation for this project.

Month's Expenditures: \$116,600 on the previous month's expenditures was not part of the grant.

2. 2011 State Special Projects Grant (SSP) – Downtown ADA Improvements Curb Cuts Contract 111-12

State Special Project Grant awarded **\$300,000** from the Arizona Department of Housing (ADOH) to install ADA curb-cut ramps in the downtown Main Street area.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 300,000
Town Match	118,810
Total Expenditures	<u>(334,406)</u>
Fund Balance	\$ 84,404

Status: The project has been completed and the Town is in the closeout phase.

Month's Expenditures: None

**Grants Activity Report
February 2014**

3. 2012 Tohono O’odham Nation

A 12% gaming grant from the Tohono O'odham Nation in the amount of **\$47,361** was used for repairs and painting of exterior walls of the American Legion building.

Current Status				
1. Council Approved	2. Pre- Approved	3. Application Submitted	4. Award/Denial Notification	5. Grant Contract
6. Construction Project	7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 47,361
Town Match	
Total Expenditures	<u>(46,334)</u>
Fund Balance	\$ 1,027

Status: Signage has been completed.

Month’s Expenditures: \$200.

REPORT SUMMARY

TOTAL Grant funds requested in Submitted Applications	\$ 1,009,491
Current Fiscal Year funds for Active Grants	\$ 710,424
Prior Years funds for Active Grants	<u>847,361</u>
TOTAL Grant funds awarded for Active Grants	\$ 1,557,785

Fire Department

MEMORANDUM

DATE: March 10, 2014

TO: Charles Montoya, Town Manager

FROM: Peter Zick, Fire Chief

SUBJ: Summary of February 2014 and Plans for March 2014

The fire responses for 2014-2012 are as follows:

Type of Calls	2014		2013		2012	
	<i>Feb</i>	<i>YTD</i>	<i>Feb</i>	<i>YTD</i>	<i>Feb</i>	<i>YTD</i>
Brush Fires	0	2	4	6	1	2
Structure Fires	4	9	1	3	0	2
Vehicle Fires	2	4	1	1	2	2
Trash Fires	1	2	1	2	3	3
EMS	148	321	159	351	115	227
HazMat	1	5	5	6	3	3
Electrical Arching	1	1	0	1	1	1
Police Asst./Public Asst.	9	21	9	13	2	11
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	1	0	0	0	0
Controlled Burning	2	2	0	2	2	2
False Alarm/System Malfunction	5	8	2	7	6	11
Emergency Stand by (move up)	51	96	80	163	17	33
Other Calls	25	55	27	75	17	45
TOTALS	249	527	289	637	169	341

Summary of February

Training:

Crews are continuing to work on MCSs for this month.
5 members are in the middle of Hazardous Materials Technician Class. 200 hour class will be completed in March.
Ladder truck arrived and training was started.
Re-take for written Driver Operator class was done and member passed.
All crews went to Regional Ladder Training in Chandler. Venting tile roofs was the subject.
PALS class was completed.
Capt Pine completed Save your Own Air Management Training and will deploy to rest of department.
Trained on all mechanical systems for new fire station.

Maintenance:

Had a few issues this month with the old ladder and Ladder Tender. Both were at AJ for repairs. Both of these trucks are going into reserve status with the arrival of our new truck. Both of these trucks cost us a lot of money in maintenance costs.

PM on admin vehicles.

Administration:

Budget was completed.
Working on getting past due evals turned in. Chief Kemp has this handled.
Worked with HR on SS issue.
Reviewed 3 House Bills that pertain to Fire Districts
Chief Kemp was the coordinator for the Haz Tech class
Completed grant process for Pinal County LEPC for Haz Mat Equipment
Completed Fire Inspection at CCA (partial)
Did alarm plan review for Pinal County Admin
Hydrant testing and meeting with John Mitchell to solve water issues on Main Street.

Met with Fire Chiefs from neighboring departments about CON. Issue is dead with other departments. We could still move forward with our process.

Captain Moser is working on code familiarization so he can start inspections

Plans for March

Training:

Second class for DO Mobile Water Supply will take place at Station 1
Next MCS will be assigned and tested.
Haz Tech class completed.
Pierce Training for new ladder
Chandler Ladder training-Extrication

Maintenance:

Issues as they come up

Administration:

Preparation for Country Thunder

Continue to have crews work on pre-plans and inspections
Grand Opening for Station 2
Evals
Finalize equipment for station 2
Work on getting equipment for LEPC Grant
Set up Ladder qualifications for members
Firefighter Physicals scheduled for this month
CAC Training committee meeting.
Corrections meeting
Wildland Fire Meeting
Pinal County Fire Chiefs Meeting

Florence Community Library

February 2014

February Statistics

- 8,153 patrons visited the library in February
- 9,858 total items were circulated in February
- 85 library cards were issued
- 1,556 patrons signed up for use of the computers
- 339 person(s) attended 24 program(s) presented by the library
- 7 classes were held in the library
- 930 FHS students visited the library on a pass
- 3 person(s) volunteered 12 hour(s)

Meetings and Events

02/04/14 Coffee Club
02/05/14 Evening Book Club
02/06/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/07/14 Jasper Halt attended a PCLD Federation meeting
02/11/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/12/14 Friends of the Library meeting
02/13/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/17/14 Library closed for Columbus Day holiday
02/18/14 Morning Book Club
02/18/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/20/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/24/14 Head Start class visits
02/25/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/27/14 Parks & Rec. Iddie Biddie Kiddies program visit
02/28/14 Parks & Rec. Iddie Biddie Kiddies program visit

Staffing

The vacant Library Aide position has been filled. Susan Villanueva began her duties on February 24, 2014. Rose Bebris returned from a leave of absence on February 24, 2014.

Teen Tech Week at the Library

The Florence Community Library celebrated Teen Tech Week from March 9th to the 15th. The purpose of the initiative is to ensure that teens are competent and ethical users of technologies, especially those that are offered through libraries such as DVDs, databases, audio books, and videogames. Teen Tech Week is a national initiative sponsored by the Young Adult Library Services Association and is aimed at teens, their parents, educators and other concerned adults. It encourages teens to use libraries' non-print resources for education and recreation, and to recognize that librarians are qualified, trusted professionals in the field of information and technology. Teen Tech Week began in 2007 and has a general theme of Get Connected @ your library.

Upcoming FOL Program - Southwestern Rock Calendars and Ancient Time Pieces

On Friday, April 25th, archaeologist Allen Dart, M.A. will be at the Florence Community Library to discuss ancient Native American astronomy. Mr. Dart will discuss the petroglyphs at Picture Rock near Tucson, the architecture of the "Great House" at the Casa Grande Ruins, and other examples of ancient southwestern astronomy and calendrical reckoning. This program begins at 5:30 pm. Please call the Library at 868-8311 to register.

Memorandum



To: Charles Montoya, Town Manager
From: Ray Hartzel, Parks & Recreation Director
Date: March 7, 2014
Re: February 2014 Department Report

Please take the time to review the following division reports: Recreation, Fitness Center, Parks Maintenance, and Senior Center. Thank you.

Parks and Recreation Department Divisions Report February 2014

Recreation/Special Events Programs

Recreation Programs	Participants	Volunteers	Comments
Before & After the Bell- Florence	31	0	Revenue posted in January
Before &After the Bell- Anthem	13	0	Revenue posted in January
Fury	15	0	Revenue posted in Jan 2013
Iddie Biddie Kiddies	7	0	Revenue posted in January
Lil Tykes Kickball	23	0	Estimated Revenue: \$695.00
Park Jam	25-30	0	Free Program
Adult Open Gym	0	0	*Average number per night
Teen Open Gym	0	0	*Average number per night
Father/ Daughter Dance	51	0	Estimated Revenue: \$600.00

Facility Use Permits

Number of Facility Use Permits	Estimated Number of Participants
17	770

Fitness Center- Membership Package

Fitness Package Sales	Total	Revenue
Active Military	1	\$15.00
CCA Employee Rate	10	\$150.00
Daily Fitness Pass	4	\$20.00
Employee	0	\$.00
GEO Employee Rate	9	\$135.00
Non Resident 6 Months	0	\$.00
Non Resident Annual	0	\$.00
Non Resident Monthly	1	\$27.00
Resident 6 Months	1	\$90.00
Resident Annual	0	\$.00
Resident Monthly	48	\$864.00
Sr. Non Resident 6 Month	0	\$.00
Sr. Non Resident Annual	0	\$.00
Sr. Non Resident Monthly	4	\$72.00
Sr. Resident 6 Months	1	\$60.00
Sr. Resident Annual	0	\$.00
Sr. Resident Monthly	43	\$516.00
Total Memberships	122	\$1,949.00

Fitness Center- Classes

Program	F.C. Members	Non- Members	Total	Revenue
Exercise Class	0	4	4	\$40.00
Walking Club	0	0	0	\$.00
Hiking Club	0	5	5	\$25.00
Karate for Kids	0	28	28	\$700.00
Total for Fitness Center	0	37	37	\$765.00

***Estimated member sign-ins throughout the month: 1,476**

***Total membership packages sold in February: 122**

***Fitness Center revenue for all February package sales: \$1,949.00**

***Fitness Classes revenue for February: \$765.00**

***Total January Revenue: \$2,714.00**

Park Maintenance

Area	Work	Occurrence	Comments
Arriola & Jacques Square	Maintenance	Routine	
Brunenkant Building	Trimming and Maintenance	Routine	
Community Pool	Maintenance	Routine	Chemical & safety maintenance
Downtown Areas	Mowing and Maintenance	Weekly	
Heritage Park & Main Street Park	Mowing and Maintenance	Weekly	
Heritage Park and Little League Park	Field Lining and Preparation	Daily	Little League Accommodations

Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
Bible Study	10	Meeting	
Bingo	129	Activity	
Birthday Cards	19	Service	
Staff cooked meals /Senior meals	108	Meals/Activity	
Breakfast	111	Meals/Activity	
CAHRA	13	Service	
Dinner Club- Oregano's Gilbert	13	Meals/Activity	
Blood Pressures	10	Service	
Pinal County Food Box	33		
Dental Clinic	24		
Diabetic Clinic	0		
Fitness Center	40	Health	
Games	200	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Shuffleboard, Wii games
Guardian Angel Installation	3	Service	
Hair Cuts	0	Service	
Hand weights	0	Activity	
Home-Delivered Meals	315	Service	
Knitting & Crocheting	24	Activity	
Lost Meals	25	Service	
Medicare Advocate	1	Service	
Movie & Popcorn	8	Activity	
Rides Program	237	Service	234 trips to the Center, 29 errands, and 55 special events
Senior Donation Meals-	63	Meals	
Senior Hot Topics	29	Activity	
Shopping	9/14/13	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	5	Service	
Volunteer Hours	38@473	Service	
Wii Bowling	0	Activity	

L&M music 93, AARP Taxes 85, Tubac Art Fest 36, Valentine's Party & 50's Anniv. 51, Rummage sale 60+, Attorney Michael Brune 31, Rudy's retirement 63, Volunteer event 70, HWY Clean-up 10, First things first 3

Accomplishments:

The center served 547 meals to 83 participants; we had 3 new senior participants this month.



FLORENCE POLICE

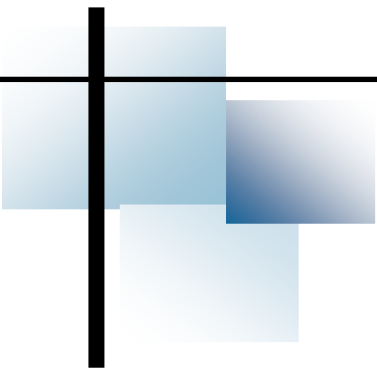
Monthly Report – February 2014



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



MISSION STATEMENT

“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of February 2014. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Personnel

The department interviewed and tested two applicants for the Police Officer position. The applicants were sent to take a polygraph, and both passed. One of the applicants was a lateral transfer and therefore given a conditional offer of employment. He will still need to complete the medical, physical, psychological, driving and AZ Post tests before hiring. The other applicant was advised he would be placed on a waiting list pending an opening.

<i>Employee</i>	<i>Position</i>	<i>Effective</i>
<i>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
Sara Vollin	Public Safety Dispatcher	2/2014
<i>Vacancies</i>		
1 full-time	Police Officer	
2 full-time	Public Safety Dispatcher	

Personnel Development

Civilian Personnel

- Public Safety Dispatchers attended Supervisor training, Emergency Traffic training at Pinal County Sheriff’s Office, Stress Management training in Flagstaff, and Active Shooter training
-
-

at Ak Chin Police Department.

Sworn Personnel

- Officers attended and passed their Range qualifications training and MILO
- Officer Hunter completed his Field Training Officer Program
- Officer Acevedo attended SWAT call outs and training
- K-9 Officers attended Desert Snow training February 18th-20th at the Arizona Army National Guard training facility in Florence, hosted by the Pinal County Sheriff's Office. The training covered topics ranging from court room testimony, traffic interdiction as applied to narcotics interdiction, road side interviewing and detailed vehicle searches.

Chief of Police attended:

Town Council Meetings
Management Team Meetings
Weekly FPD Supervisors Meetings
Public Safety Meeting with Town Manager
ACTT FA-2 Planning Meeting
Meeting with PCSO Dispatch Manager
Bulk Trash Strategy Meeting
Officer-Involved Shootings and the Smaller Agency Webinar
Florence Emergency Evacuation & Operations Group
Central Az College usage by law enforcement Meeting

Volunteers

In February, the FPD Volunteers started taking reports in the Police Department's lobby. All volunteers were given training on the new PDF fillable form on creating reports. This creates another avenue for the citizens to file a report and freeing up time for the Officer to be available in the community. A YTD total of 1394 hours of service were completed by forty-five active community volunteers. The approximate YTD savings to the Town of Florence by utilizing the volunteers is \$23,000.00. Volunteer services included assisting with the following:

- Completed monthly training with Florence Fire Department
- Performed paint repair work to patrol vehicles
- Participated in court security details
- Events: Home Tour of Florence and Annual Hells Angel Bike Run

Support Services

Communications

Public Safety Dispatcher Regina Quinones was selected to receive the Spirit of Professionalism Award which is awarded to one employee from the police department annually. Regina is recognized

for her professionalism and passion for the position she holds. She holds herself to a high standard and became a certified trainer in order to train others.

Below is a table that shows the total calls for service handled by FPD dispatchers during the month of February. The numbers are shown by the incident locations and how the incident is reported.

How Calls Are Received, Totals by How Received				
	FP1	FP2	FP3	TOTAL
911 Line	42	21	21	84
Crime Stop Line	0	0	0	0
Officer Report	164	65	214	443
In Person	31	3	2	36
Radio Transmission	2	0	1	3
State TT/NLETS	0	1	0	1
Telephone	173	82	65	320
TOTAL	412	172	303	887

Evidence and Property

- Assist Volunteer Intern Program
- Fingerprint Duty

Crime Scene/Evidence		Property	
Arson/Fire	2	Firearm	2
Assault	5	Found property	5
Drugs	8	Lab activity	1
DUI	2	Other	2
Criminal Damage	1	Returned to Owner	5
Prohibited Possessor	1	Safekeeping	4

Criminal Investigations Unit

Monthly Case Log			
Previous Months Cases	New Cases Assigned	Number Cases Closed	Total Active Cases
10	6	7	9

Monthly Activity Notes

Participated in a fire investigation which revealed no criminal acts.

Closed an investigation open since 2012 that was investigated by former detectives. The victim recanted his claims and stated he fabricated the report.

Closed a case involving death threats made by a student at Anthem K8. It was discovered there were no threats made to students or staff.

4 charging reviews were submitted for review by the PCAO. 3 of the 4 charging reviews involved the same suspect. The suspect has been threatening staff at CCA by threatening to kill their children. The suspect ended up assaulting an Officer and the Officer needed treatment at the hospital.

Operations/Patrol

GOHS Grant:

During the month of February the officers performed the following under the GOHS grants:

- 1- DUI Drugs
- 3- Misdemeanor DUI arrests
- 154- traffic stops
- 141- citations written
- 69 were for speed
- 0 for criminal speed
- 3 for DUI drugs
- 2- for child seats

Vehicles:

The Department is still in the painting process to revitalize old units still in service using the volunteer force to repaint the vehicles.

Beat 1

Officers conducted business contacts at Circle K, Chevron Minit Market, Kokopelli's Saloon, and Quick Stop. There is a new business located at the old Funky Monkey that is called Big Quicks BBQ. It is not formally open yet, but will be soon.

The Police Department is still assisting the Town of Florence in Code Enforcement. Beat 1 officers are monitoring alleys, roadways, and sidewalk violations. Also, any complaints that come in via Town Hall are assigned to officers to follow up on.

The school zones have been monitored by beat officers in the morning and afternoon hours. No

major violations have been noted. Beat 1 officers are also making visits to the Florence K-8 school and the Charter School as well.

The equipment from the GOHS Grant has been put into use. This included the LIDARS, and the speed trailer. Officers are checking them out and producing some good stats. We are still waiting on the mounted radar units, which are on back order from the manufacturer. They have a tentative date of April to be delivered. Once we receive them, they will be assigned to a vehicle, along with the two in-car video cameras. The new speed trailer has been utilized in several areas of downtown Florence. The older speed trailer is down for service, but should be back and operating soon. Beat 1 Sergeant is working with Public Works in getting the portable speed sign mounted in a location in town. Public Works has offered the idea of making a stand for it, so it would not have to be affixed to a pole.

The Community Policing Officers have been working on developing a small presentation on ways to make the businesses/residences safer.

On February 9th, the Hells Angels Motorcycle Club held its annual Prison Run. There were approximately 485 riders that participated in the parade ride. No issues during the event.

Beat 2

Regular directed patrols conducted at T.O. Village, Holiday Inn, Florence H.S. and McFarland State Park. Traffic enforcement along Hwy 287 produced numerous stops resulting in a number of citations. Florence H.S. was visited on a daily basis and school crossings were monitored.

Notable calls in Beat 2

A domestic call for service was received and resulted in an ATL for a suicidal subject armed with a firearm. Officers canvassed areas for the subject and located him at Hwy 287 and Attaway Rd. The subject was transported to the hospital for evaluation.

A fire call was received where two vehicles parked in a driveway caught fire. The first officer to arrive on scene evacuated the residence. Florence Fire was able to extinguish the fire and rule the fire as suspicious.

Beat 3

There were 294 incidents that occurred in Beat 3, which included 160 traffic offenses.

Beat 3 officers conducted 358 directed patrols of the businesses, parks and residences during the month of February. Officers are focused on patrolling beat 3 and traffic enforcement.

K9 Unit:

Officer Ballard handled 36 calls for service during February. He utilized K-9 Marco during 7 of those calls which resulted in 2 alerts. One of those alerts occurred during an agency assist for PCSO which resulted in the arrest of a subject for possession of marijuana.

Officer Guilin handled 29 calls for service during February and had 4 utilizations with K-9 Russ. None of those utilizations resulted in alerts or arrests.

Pinal County Narcotics Task Force

On February 11, at 1700 hours, Detective Campbell (Florence PD) working undercover in San Tan Valley, conducted a buy/walk of 11 grams of marijuana from a suspect. This is the second purchase from the suspect.

On February 11, at 1800 hours, Detective Campbell assisted the PCSO, in San Tan Valley with a person's crime reference a suspect that posted his ex-girlfriends partially nude photographs on Craig's List. One suspect was arrested and two computers were seized.

On February 14, at 1700 hours, on S.R. 84, MP 160, Detective Campbell assisted the U.S. Border Patrol with a traffic stop where three suspects bailed from the vehicle and fled. Three bundles of marijuana, 150 pounds, were seized along with a 2008 Chevrolet Tahoe.

On February 14, at 1830 hours, Detective Campbell assisted the PCSO, in Florence, in locating and arresting a Pinal County inmate who had escaped from the County Jail approximately an hour earlier. The inmate had changed clothing and gone into a local bar where he was arrested. The inmate stated he escaped, by climbing over the jail fence, due to missing his girlfriend. (Valentines Day)

On February 15, at 1500 hours, Detective Campbell assisted the PCSO at Sage, and Barnes Road, with ten UDA's that were reported walking in the area. When located eight fled to the east and one to the west and the other was unknown as to where he hid. None were located. Close to the area the UDA's food was located in a wash along with 13.5 ounces of marijuana.

Traffic

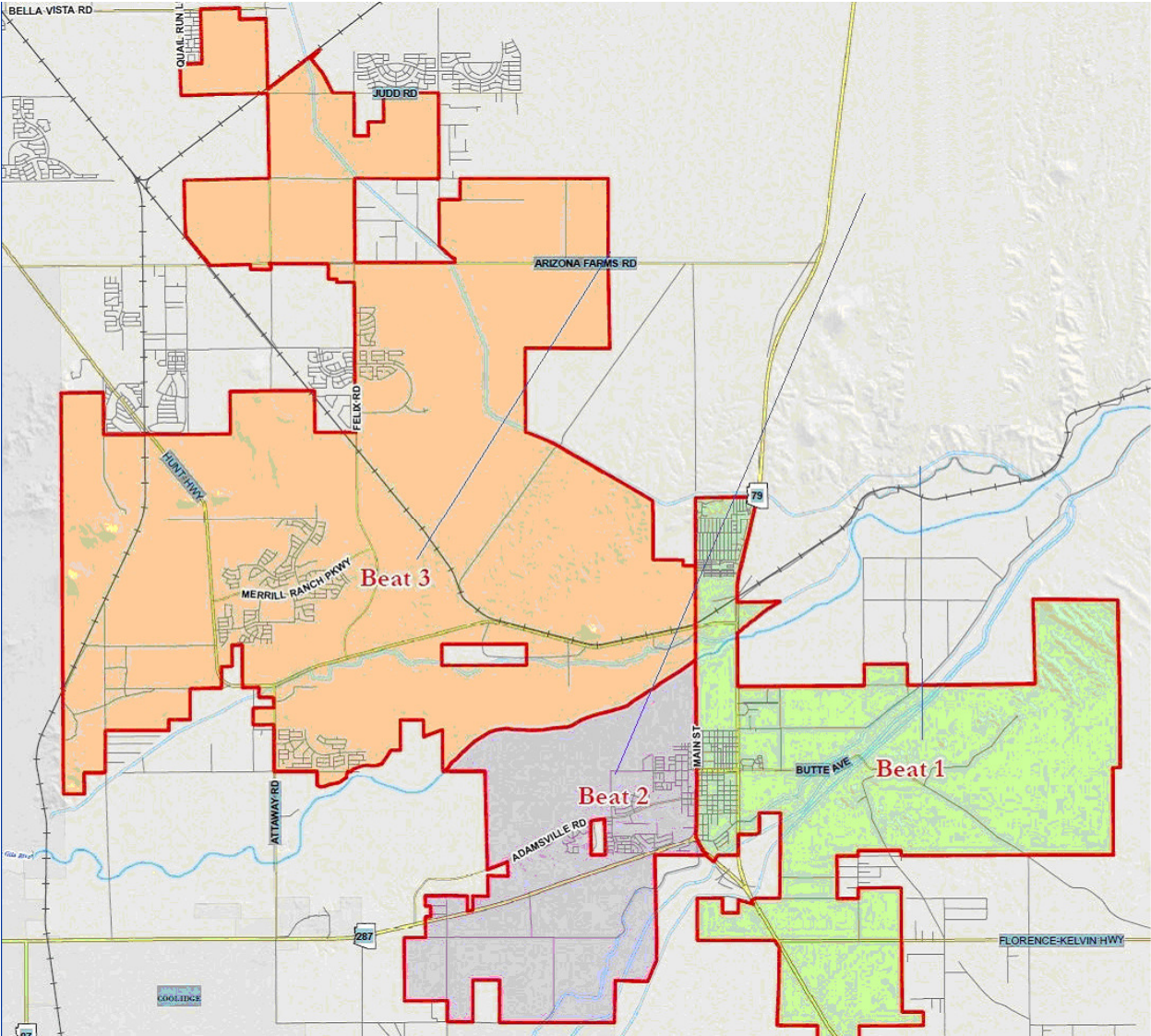
Total number of Citations issued: 116

Total number of Warnings issued: 11

2014 Administrative Assignments:

<u>Sgt. Morris</u>	<u>Sgt. Pankey</u>	<u>Sgt. Peterson</u>
Ofc Helsdingen	Ofc Ballard	Ofc Burnside
Ofc Bruce	Ofc Guilin	Ofc Horn
Ofc Rose	Ofc Hunter	Ofc Voight
Ofc Palmer	Ofc Riccomini	Ofc Linderoth
Ofc Alston	Ofc Mount	Ofc Banks
Ofc Philips	Ofc Salazar	Ofc Kakar
Ofc Acevedo		
Ofc Campbell		

FPD BEATS



Average Response Time to Calls for Service

6 Month Reporting Period: September 2013 to February 2014

	Sep	Oct	Nov	Dec	Jan	Feb
H - Hot Call	5:48	5:58	None	4:20	3:44	4:59
Priority 1	4:56	5:39	4:46	6:06	5:32	4:48
Priority 2	8:26	9:47	7:08	5:57	9:57	7:09
Priority 3	22:18	20:02	13:54	22:29	17:39	27:26
Priority 4	22:20	19:50	28:41	34:40	21:16	18:53

Definitions:

- H - Hot Call This priority represents the highest level of response by the Department where there is the chance of serious injury or loss of life, or major loss of property.
- Priority 1 This priority includes in-progress or just occurred, no presence of weapon used in a threatening manner (suspect present).
- Priority 2 This priority includes minor crime events which are not on-progress and have a 15-45 minute time delay in being reported (suspect not present).
- Priority 3 This priority includes calls on events where there is a significant time delay by the reportee (suspect not present).
- Priority 4 The priority represents report calls only taken by phone at officer's discretion or light duty office, if available.
-
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FEBRUARY 2014
Count of Index Offenses

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	10	0	10	4	1
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	2	0	2	2	0
d. Hands, Fist, Feet, etc.	1	0	1	0	0
e. Other Assaults - Simple	7	0	7	2	1
BURGLARY	0	0	0	0	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	0	0	0	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY - THEFT	9	0	9	0	0
MOTOR VEHICLE THEFT	0	0	0	0	0
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	19	0	19	4	1
Clearance(s) by Adult Arrest	2				
Clearance(s) by Juvenile Arrest	1				

**Data is tentative until monthly audit is complete

Public Works Monthly Report February 2014

Administration

- Participated in Southeast MAG Area Transportation Study proposals with Queen Creek and MAG personnel.
- Attended Pinal County Flood Advisory Council Meeting.
- Staff attended Novus Agenda Webinars.
- Provided additional information to National Historic Preservation Act Memorandum of Agreement for Florence Copper Project to EPA.
- Received a proposal for temporary signalization at Fire Station No. 2.
- Met with County Engineering to discuss Middle Magma Channel Projects results.
- Continued to provide information to Finance on FY 14/15 budget requests.
- Attended Streetscape Project meeting and completed topographic survey issues that were available.
- Attended MAG Street and Specifications Committee meeting.
- Demolition Contractor and Bomanite Imprinted Concrete Contractor on Main Street Crosswalk/Intersection Improvements Project were 95% completed with intermittent delays due to events and access.
- Continued to attend Western Central Pinal County Non-Attainment Working Group meeting on PM 10 issues for State Implementation Plan.
- Successfully negotiated Scoping of Work for the SR 287/79B Roundabout having all of our comments incorporated. Awaiting ADOT Contract.
- Continued input on Padilla Park to include onsite Civil Improvements and Building Supply Systems.
- Held discussions with various municipals and entities concerning disposal of sanitation vehicles.
- Attended PCWAA meeting.
- Assembling data for Pinal County joint maintenance road agreement for maintenance of various gravel roads, reviewing eligible roads for participation.
- Traffic Study analysis continued on Victory Way, Spyglass Drive and Yorktown Way.
- Traffic Study on Hunt Highway north of Franklin Road near completion; analyzing improvements.
- Traffic count and speed analysis completed on Felix Road between Hunt and Hiller alignment, preparing estimates for work to be performed and also work to be completed by Pulte.
- Completed 'No Engine Braking' analysis at various locations. Received input to Arizona Department of Transportation (ADOT) for two locations. Information to be resubmitted.
- Completed design and provided samples of colors for imprinted concrete utilization on crosswalks/intersections on Main Street. Presented Request

- for Council Action to the ability of Town Manager to negotiate pertinent demolition and imprinted concrete for work.
- Streets personnel attended Basic Workzone Traffic Control classes.
 - Received input from ADOT for strobes at Main/Butte Intersection; awaiting further Intergovernmental Agreement (IGA) from ADOT, follow-up continued with other ADOT personnel and preparing Encroachment Permit.
 - Awaiting Pinal County in regards to Cooper Road and requested Pinal County to provide a Scope of Work for their project to include drainage, signage, roadway section, etc. Pinal Court stated right-of-way acquisition needed. No further developments received from County. Provided County with traffic analysis of road; awaiting County.
 - Met with Pinal County and farmer on Canal Road maintenance; yet to be resolved with County/Town maintenance resolution.
 - Previously met with Southwest Gas and advised them that regulator at Felix/Hunt intersection needed to be relocated, pending review of documents with Pulte. Awaiting results. Follow up continued, no action yet by Southwest Gas. Pulte to contact.
 - Met weekly with Baxter Design Group to discuss plan review, submittals, and district engineering topics an Anthem at Merrill Ranch.

Engineering

- Provided comments to City of Mesa concerning gas line rehabilitation between Arizona Farms Road and Judd on Attaway alignment.
- Met with SRP concerning request for water rights/credit at Superstition Vista.
- Advised Southeast Environmental the need for a right-of-way permit on Kelvin Highway for its temporary water line. Due date is June 15, 2014.
- Started discussions with ED2 on power line relocation along Diversion Dam Road.
- Met with School District to discuss drainage and right-of-way issues along Adamsville Road.
- Completed schematic and conceptual plans for access road from SR 79 to Main Street including widening of SR 79. Solicited proposals for Legal Description Survey and Traffic Impact Analysis interface with ADOT.
- Continued to address preliminary drawings for fuel facility at Fire Station No. 1 including revising alignment of 1st Street.
- Reviewed Southwest Environmental Utilities Agreement and related Johnson Ranch Developers' Agreement for Utilities including CAG 208 submittal with CAG. Preparing 208 Plan Amendment for Town of Florence, soliciting proposals.
- Initiated wet/dry utility review of Silver King/Padilla lot plat, provided input into RFP.
- Completed various activities related to Brunenkant Building stabilization contract, including providing comments to Architect. Construction started and 95% complete with removal of mortar joints and installation of

structural steel stabilizing supports. Foundation investigation is completed and foundation rehabilitated as well as drainage improvement; roof construction completed.

- Completed construction of the remodeling of the Town Hall Administration Conference Room and tenant improvement within the Administrative portion of Town Hall.
- ADOT provided 30% preliminary drawing for SR 79/79B roundabout construction in County area southeast of Town Limits.
- Met with Magma Flood Control District and County for input into Magma Wash Drainage/Flood Analysis start of engineering by District. Acquired Drainage Study of Middle Magma Wash.
- Continued revising and completed design for Police Department Parking Lot and Drainage Improvements at existing Police Station.
- Assisted ADOT Consultant for signalization project at Diversion Dam and SH79 in coordination with Diversion Dam Road Project.
- Willdan continued Diversion Dam Road design in accordance with their Service Contract Task Order, 98% complete drawings.
- Reviewing alternate design of mailbox location and approach by Postal Service just north of Yavapai Court on Florence Blvd.
- Unpaved Road status
 - a. Cooper Road right-of-way issues are being reviewed by the County.
 - b. Felix Road traffic analysis completed indicating the feasibility to increase speed near the 85% level. Estimate of TOF accepting road from Pulte in progress in accordance with September findings that were documented. Continued discussing right-of-way acquisition at Hunt Highway with Owner.
 - c. Canal Road to be handled under IGA with County.
 - d. Franklin Road, east of Hunt Highway completed with paving. Franklin Road west of Hunt Highway findings being evaluated for drainage improvements per findings with resultant estimates for design/construction.
- Received authorization from SCID to extend pipe with drainage ditch at Attaway/Hunt Highway intersection for possible intersection improvements; design continued.
- Investigated storm drain issues in Walker Butte wash within Anthem; evaluating results.
- Deficiencies noted in warranty period at Anthem infrastructure on Hunt Highway; remediation not completed to include rejuvenation. Provided input into remediation and Traffic Control Plan.
- Completed engineering of wellhead and booster pump/distribution system at Well No. 3. APS contacted for services loads, (1200 amp). Revisions to pumping arrangement started for County interface. RFP being reviewed, front-end and I & C to be resolved.

- Met with GEO prison officials to discuss drainage issues from State Land to the south of GEO Prisons. Research proceeding, field investigation continued.
- SCID (San Carlos Irrigation District) reconstructing canal, and requested relocation/permit evaluation of three (3) water/sewer line crossings.
- Received water line extension drawings to legal offices at SH79. We are awaiting ADOT permit for construction from owner.
- Attended TTAC/CAG Meetings.

Streets

- Completed Fire Station No. 2 entrance slab with installation of underground conduit for signalization.
- Attended to parking issues at several Anthem mailbox facilities.
- Provided temporary parking and traffic control at Fire Station No. 2 dedication.
- Performed maintenance on unpaved roads: Cooper and Christensen Roads, twice each.
- Performed Traffic Control functions for Main Street Crosswalk Intersection Project.
- Reviewing and issuing right-of-way permits and follow-up inspections.
- The patch truck crew worked on street and sidewalk maintenance and water/sewer repair patches.
- Performed blue stakes on rights-of-way for storm drainage lines in areas of request.
- Crews worked on cleanups, mowing, spraying weeds, storm drain cleaning and trimming trees.

Fleet Maintenance

- Replaced tires on SA-008, PR-009, and ST-013.
- Replaced battery on WW-009.
- Replaced pin assembly on SA-003.
- Replaced grip arm parts on SA-001.
- Installed Utility Truck Bed in WW-005.
- Replaced shocks (rear) on IT-002.

Facility Maintenance

- Provided site plan for “carport” building at Community Facilities parcel south of Fire Station No. 2. Received proposal for demolition and relocation of “carport”.
- Received proposals for trash enclosure at Town Hall.
- Completed Town Hall exterior painting.
- Awaiting results of HVAC (heating, ventilation and air conditioning) controls adjustment to Rooms 1202/1203 in Town Hall, before evaluation. IT to send out service contract, rooms not evaluated.
- Continued minor repairs at McFarland including fencing, roofing eaves, and electrical revisions.

- Investigated structural crack at Fire Department Bay floor and recommended it be sealed. Researching engineered products for use; to be continued when resources available.
- Public Works man hours were expanded on facilities maintenance rather than outsourcing for contract labor.
- Minor plumbing activities took place at various facilities throughout Town including replacement of accessories.
- Performed repairs of restroom areas throughout Town including accessory replacements. Major repairs at High Profile parking lot; all work continued.
- Replacement of four (4) doors at Senior Center, pending approval of purchase order.
- Replacement of two (2) doors at Jacques Square restroom, pending approval of purchase order.
- All warranty issues at Police Evidence Storage Facility completed.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Resolution of trash enclosure at Town Hall addressed; received bids.
- Ordered "No Dumping" signs.

Cemetery

- Two (2) funerals were held.
- Eleven (11) inquiries on cemetery plots were discussed.
- Three (3) plots were sold.
- Investigating monument placement at Cemetery for rules/regulation, building safety and right-of-way issues.

Public Works CIP Projects

February-14

Highway Users

Name	Status
Florence Heights Street Improvements	Received SCID Board Approval, IGA prepared. Met with ADOT on permitting again. ADOT review for signalization indicated not needed. Final Permitting Application to be submitted. Redesign in progress due to SR79/79B Project and adjacent development.
Diversion Dam Road Improvements	Reviewed documents for ADOT permit submittal. Redesign continued with Minor Arterial Road classification. Awaiting environmental clearances Design 98% complete. Streetlight design in-process.
Hunt Highway	Overlay and milling from 2900 l.f. west of Attaway end of Hunt Highway Phase III proposal received, being evaluated. RFP being prepared for FY 13/14.
Florence Gardens	Deleted for FY13/14
Roundabout (SR 79B/287)	Awaiting ADOT Design Contract.
Hunt Highway Improvements at Fire Station No. 2	Driveway and median improvements completed for Phase I. Signalization Drawings received for review and commented on. RFP being prepared for construction of temporary signal.
Pinal Street Drainage	Pending Territorial Square hydraulics
Main Street Crosswalk Improvements	Construction started and 95% complete.
Miscellaneous	
Name	Status
FY12/13 Chip Seal Projects	Plant Road stabilization/Chip Seal Project is complete. Pavement assessment performed, completed. Piggyback pricing received from Pinal County. Felix Road remediation being evaluated for costs. Anthem Pavement Preservation Project started with evaluation. East Butte Microseal (pending RFP).
Facilities	
Name	Status
PD Evidence Storage	Scope consolidation and engineering revision being designed.
PD Drainage	Design document in process.
Parks/Recreation	One HVAC Unit replaced, two (2) others completed.
Brunenkant Building	Project started and approximately 95% complete. Masonary work completed. Steel and foundation rehab in progress.



TOWN OF FLORENCE
UTILITIES DEPARTMENT
775 NORTH MAIN STREET
P.O. BOX 2670
FLORENCE, AZ 85132
PHONE: 520-868-8325
FAX: 520-868-8326

MEMORANDUM

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: John V. Mitchell, Utilities Director

Date: April 3, 2014

Re: March 2014 Department Report

Project updates are as follows:

- Design contracts have been awarded to:
 - Southwest Ground-water for design of well in north Florence
 - EPS for design of water main in Ruggles & Willow
 - Water Works Engineers for design 1.5 MGD expansion of the south WWTP.
- Staff has obtained approval from Community Development to process permits for the relocation of the Anthem temporary fire station to 65 W. 20th Street. An architect will be hired to prepare appropriate site plans and foundation plans for the relocation. Three quotes to relocate the building were obtained with the lowest quote at approximately \$18,000. The quote will need to be amended to include a new foundation.
- 30% plans for the Bailey Street waterline will be submitted for Town review on March 25, 2014.
- South WWTP Chlorine System & Effluent Pump Station to be bid in April 2014.
- South WWTP Administration Building submitted to Community Development for plan review in March 2014. Administration building to be constructed concurrently with South WWTP Chlorine System & Effluent Pump Station Project, but under separate bid award.
- Design of north Florence water tank is in progress. Sixty percent (60%) plans expected by the end of April 2014.

Completed Projects are as follows:

- Tested 79 meters in Florence Gardens for meter audit.
- Replaced fire hydrants on Colorado and South Dakota Streets in Florence Gardens.
- Installed valve on water main at 3701 South Dakota.
- Completed special event sampling at the rodeo well – no contamination issues were detected.
- Reinstalled all SAM units at the south WWTP.
- Received three quotes to repair cracks in aeration basins at the north WWTP. Repair is in progress.
- Received confirmation from ADEQ on the dechlorination at the North plant. We are no longer using chemicals to remove the chlorine before we discharge from the plant.

Staffing updates:

- Staff reissued recruitment request for vacant Senior Treatment Plant Operator; closing date was Tuesday, February 18, 2014. Three candidates were contacted, two declined to be interviewed; the third candidate has not committed to be interviewed.
- Two staff members (Timm Wainscott & Bill Martell) have successfully completed certification for water distribution.

Service Order Summary:

- Meter Activity - 240
- Repair Activity - 10
- Blue Stake – 40

