

**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, AUGUST 18, 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 PRESENTATIONS

- a. **Public Hearing for** submission of an application for FY 2014 Community Development Block Grant, Regional Account, and State Special Project and Discussion/Approval/Disapproval of RESOLUTION NO. 1469-14: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FY 2014 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.
- b. Presentation by Greater Florence Chamber of Commerce recognizing the Business of the Month.

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. ***Appointment of** Connie Stevens to the Parks and Recreation Advisory Board with a term to expire December 31, 2014.
- b. ***Appointment of** Robert Tapia to the Historic District Advisory Commission with a term to expire December 31, 2014.
- c. ***Approval of** Change Order Number 2 for the Well 3B improvement project, in an amount not to exceed \$33,608.86.
- d. ***Approval of** the the GIS Enterprise License Agreement Renewal and award the bid to ESRI, in an amount not to exceed \$27,425.00.
- e. ***Approval of** the purchase Spillman Technologies CompStat Management Dashboard and Community Dashboard in an amount not to exceed \$30,441.
- f. **Ratification of** the Chamber of Commerce's Special Event License to the Arizona Department of Liquor Licenses and Control, for their September 4, 2014, Monthly Business Mixer.
- g. ***Approval of the** July 7 and July 21, 2014 Town Council Minutes.
- h. ***Receive and file the following board and commission minutes:**
 - i. **April 16, 2014** Joint Use Library Advisory Board minutes.

8. NEW BUSINESS

- a. **Resolution No. 1472-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH SMITH'S FOOD AND DRUG CENTERS, INC., an Ohio Corporation, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (Annexation No. 2013-01 – "Smith's" PROPERTY).
- b. **Resolution No. 1475-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH GENERAL HUNT PROPERTIES, INC., AN ARIZONA CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – "GENERAL HUNT PROPERTIES, INC.").

- c. **Resolution No. 1476-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH OASIS SOLID WASTE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “OASIS SOLID WASTE, LLC” PROPERTY).
- d. **Resolution No. 1477-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH THE CLUB AT OASIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “THE CLUB AT OASIS, LLC” PROPERTY).
- e. **Resolution No. 1478-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH JOHNSON UTILITIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “JOHNSON UTILITIES, LLC” PROPERTY).
- f. **Ordinance No. 621-14:** First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING ARTICLE 32, SECTION § 32.200 ESTABLISHING AN ARTS AND CULTURE COMMISSION IN THE TOWN OF FLORENCE.
- g. **Ordinance No. 622-14:** First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE IX – GENERAL REGULATION, BY AMENDING, DELETING AND REPLACING CHAPTER 90, ANIMALS; DEFINITIONS; PENALTY.
- h. **Discussion/Approval/Disapproval** of authorizing the purchase of one 2015 Water Truck for the Public Works Department from Freightliner of Arizona, in an amount not to exceed \$132,017.00.
- i. **Discussion/Approval/Disapproval** of a contract with Sun Western Contractors, for improvements to the SWWTP, including reuse pump station, chlorine facility upgrade and operations building expansion, in an amount not to exceed \$1,492,013.00.

- j. **Discussion/Approval/Disapproval** of a Contract with M.R. Tanner for improvements on Butte Avenue between Centennial Park Avenue and Plant Road, in an amount not to exceed \$109,842.79.

9. MANAGER'S REPORT

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 AUGUST 14, 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: August 18, 2014 DEPARTMENT: Finance Department STAFF PRESENTER: Ernest Feliz, Grants and Assessments Manager SUBJECT: Public Hearing and Resolution No. 1469-14: Adoption of FY 2014 Regional Account (RA)/State Special Projects (SSP) project selection.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Staff is requesting the Town Council conduct a public hearing, as required, for submission of an application for FY 2014 Community Development Block Grant (CDBG): Regional Account (RA) and State Special Project (SSP) funds. After the public hearing is completed, staff recommends the Town Council adopt FY 2014 Regional Account (RA) and State Special Project (SSP) application Resolution No. 1469-14 "to conduct Owner-Occupied Housing Rehabilitation within the Town of Florence." The motion must include the words within the quotation, and the minutes must also reflect this wording.

BACKGROUND/DISCUSSION:

The Town is eligible to apply for \$226,279 in funds from the Regional Account, and compete for a maximum of \$300,000 in SSP grant funds through the Arizona Department of Housing.

In order to initiate the application process for RA and SSP funds, the Grants Division implemented a Town "Public Participation Plan" on December 16, 2013. The plan stipulates that at least two public hearings be held to obtain input by citizens, staff and elected officials for potential projects to be selected by the Town Council for application for RA and SSP funding. The first properly notice public hearing was held at Town Hall, on July 22, 2014, and the second public hearing is scheduled during the regular Town Council meeting, on August 18, 2014.

The following project was proposed by the citizens and Town staff:

- Owner-Occupied Housing Rehabilitation – Town of Florence

Town staff is proposing the Owner-Occupied Housing Rehabilitation project for selection by Town Council because it represents the best opportunity to be awarded funding. This proposed project meets the criteria for state and national priority, and local need. The project is an ADOH/HUD "high housing" priority, as well as being locally "shovel ready."

Mayor and Council approval must be done in the form of the attached resolution.

After the public hearing is closed, the Town Council will be asked to approve a single project for which it wants staff to submit an application for RA/ SSP funding. The title of Resolution 1469-14 must be read aloud and be adopted orally.

FINANCIAL IMPACT:

The Town is eligible to receive \$226,279 in CDBG FY14 Regional Account funds and can apply for an additional \$300,000 in CDBG FY14 State Special Project funds if the resolution is adopted.

STAFF RECOMMENDATION:

Staff recommends Mayor and Council conduct the public hearing and adopt Resolution No. 1469-14, selecting Owner-Occupied Housing Rehabilitation within the Town of Florence for FY 2014 RA/SSP funding to conduct Owner-Occupied Housing Rehabilitation within the Town of Florence.

ATTACHMENTS:

Resolution No. 1469-14
CDBG public hearing minutes
CDBG Form 8
Display Ad 2014 Legal Notice

RESOLUTION NO: 1469-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FY 2014 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Town of Florence is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Florence, Arizona, authorize application to be made to the State of Arizona, Department of Housing for FY 2014 CDBG funds, and authorize the Town Manager to sign applications and contracts or grant documents for receipt and use of these funds for Regional Account (\$226,279) and State Special Projects (\$300,000) for Owner-Occupied Housing Rehabilitation, and authorize the Grants Manager to take all actions necessary to implement and complete the activities submitted in said applications; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the Town of Florence will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

James E. Mannato, Town Attorney

CDBG PUBLIC HEARING – 7/22/14 (Florence Town Hall)

Minutes:

-Meeting opened at 5:34 p.m. There were two people present: Florence Grants Manager Ernie Feliz and Accounting Manager Marcia Goerdts.

-Mr. Feliz discussed program information regarding: Regional Accounts and SSP funds available for the fiscal year 2014. He stated that the Town of Florence trades off funding with the Town of Winkelman every other year regarding the Regional Account. In FY14, Florence will receive the funding.

-The Town just submitted a State Housing Fund grant for Single-Family Owner-Occupied Housing for \$275,000.

-Mr. Feliz discussed the purpose of the Community Development Block Grant Program; along with the National Objectives. He stated that the projects must meet one of the three National Objectives: (1) Low-Mod, (2) Limited Clientele, (3) Job Creation.

-Examples of eligible and ineligible activities were given.

-Public Input for projects:

- Mr. Feliz stated that input received from residents, Town Councilmembers and staff showed that the overwhelming interest in use of CDBG funds was for Housing Rehabilitation. This desire had been stated in previous CDBG public hearings.

-Mr. Feliz said the 2nd Public Hearing is scheduled for August 18, 2014 at 6:00 p.m.

-Meeting was adjourned at 6:03 p.m. by Ernie Feliz.



**COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION: HOUSING ACTIVITIES**

1. Applicant: Town of Florence

2. Activity Name: Owner-Occupied Housing
Rehabilitation

3. Map(s) attached as page(s) 20-21

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

- a. ☒ Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)
- b. ☐ Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)
- c. ☐ Residential rental rehabilitation, more than two units (51% low and moderate income persons)
- d. ☐ New housing construction (only eligible if executed by a sub-recipient)
Proforma attached as page
- e. ☐ Acquisition or conversion of property for housing
Proforma attached as page
- f. ☐ Housing services
- g. ☐ Lead-based paint hazard evaluation and reduction
- h. ☐ Infrastructure related to a proposed housing project
Proforma attached as page
- i. ☐ Home Ownership Assistance (Home Ownership Assistance Guidelines required)
- j. ☐ NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)
- k. ☐ Commercial Rehabilitation
- l. ☐ Other (describe):

5. WHAT ARE YOU GOING TO DO?

Describe the activity and what is intended to be accomplished. See instructions.

The Town of Florence will rehabilitate at least (4) qualified households through its single-family owner-occupied housing rehabilitation program. The Town of Florence will select beneficiaries based on a waiting list and income qualification process. Services will be provided to residents living in the Town, and will use the ADOH approved housing rehabilitation guidelines. Assistance will be provided in the form of Forgivable Deferred Payment Loans of up to 95% of the median purchase price for the area based on the Federal FHA single family mortgage program data and other nationwide data on the sales of existing housing. Applicants may not receive Forgivable Deferred Payment Loan assistance more than one time

under the Housing Rehabilitation Program. Loan assistance will be provided under the following conditions: Housing Replacement or Extensive Rehabilitation - The full amount of the note shall remain intact for the first five years after completion of replacement/rehabilitation. Thereafter, it will be forgiven at a rate of ten percent (10%) per year over ten years. Minor Rehabilitation - The full amount of the note if more than \$40,000 shall remain intact for the first five years of completion of replacement/rehabilitation. The note will be forgiven at a rate of ten percent (10%) per year over ten years. For loans less than \$40,000, the note will be forgiven at a rate of ten percent (10%) per year over ten years. Emergency Repair Grants - All emergency conditions may be addressed. The maximum amount of financial assistance available is \$15,000. The Town does not currently employ anyone qualified to perform rehabilitation services. Therefore, rehabilitation services will be performed by a qualified consultant utilizing the Town's competitive procurement process.

6. For construction or acquisition or conversion of property, complete the following:

- a. Is the site properly zoned? Yes ☐ No ☐ If no, when will the zoning issue be resolved?
N/A
- b. Are all utilities presently available to the site? ☐ Yes ☐ No If no, which utilities must be brought to the site? N/A
Who has the responsibility for bringing utilities to the site? N/A
- c. Provide copy of deed of ownership as page N/A

7. WHY ARE YOU GOING TO DO IT?

Describe the problems and conditions or other factors that indicate a need for the activity.

Many homes in the Town of Florence are in serious stages of disrepair and deterioration. Examples of disrepair include: leaking roofs, peeling paint, inadequate heating and cooling systems, and structural deficiencies. The Town of Florence maintains a waiting list of homes currently awaiting assistance. Input provided as part of the State of Arizona's Consolidated Plan process consistently identified housing rehabilitation as a high priority need throughout Pinal County. Human service agencies, elected officials, code enforcement staff, and residents in the area have also identified a need for housing rehabilitation.

8. Indicate:

a. Total Number of People to be Served: 6	d. Total Number of Units: 4
b. Total Low Moderate People: 6	e. Total Low Moderate Units: 4
c. LM Percentage: 100	f. Source of Information as page: 12

9. Will there be program income generated from the activity? ☐ Yes ☒ No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

Ernest Feliz, Grants Manager, Town of Florence (520) 868-8300, will be responsible for income qualifying owners per the most recent HUD low and moderate income limits using verification per the Housing Rehabilitation Guidelines. Paycheck stubs, tax forms, bank statements, VOE, public assistance documents, and other applicable documents will be reviewed to assist in determinations. This information was obtained on: May 16, 2014.

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." *Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.*

The Town of Florence will use the Federal Housing Quality Standards (HSQ) as the minimum housing rehabilitation standard.

12. For housing acquisition, conversion, or new construction projects and programs, indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).

N/A

13. a. For housing acquisition, construction, or conversion projects, attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page N/A.

b. Proforma attached as page N/A

14. For all rental housing projects and programs:

- a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);
- b. a definition of affordable;
- c. a method whereby such were made public; and
- d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page N/A)



TOWN OF FLORENCE PUBLIC HEARING REGARDING USE OF CDBG REGIONAL ACCOUNT/STATE SPECIAL PROJECT FUNDS

The Town of Florence, Arizona is expected to receive \$226,279 in FY 2014 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The Town of Florence also intends to apply for \$300,000 in FY 2014 CDBG funds from the State Special Project (SSP) account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives, a potential project has been selected to be forwarded to the State of Arizona with a request for funding.


A Public Hearing will be held at the regular Town Council meeting at 6 p.m. August 18, 2014 in Florence Town Council Chambers, 775 N. Main Street, Florence, Arizona 85132 to discuss the potential project. It is expected that the Town Council will select the final project at this hearing and adopt an applicable resolution. The potential CDBG projects are named and described as follows:

1. Housing Rehabilitation Program: \$226,279 for approximately 4 owner-occupied housing units whose owners are low income senior citizens and are at or below 50% area median income.
2. Housing Rehabilitation Program: \$300,000 for approximately 5 owner-occupied housing units whose owners are low income. Four are at or below 50% area median income.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Ernest Feliz, Grants Manager
Town of Florence
775 N. Main Street
Florence, Arizona 85132
Telephone: 520 868-8300
Fax: 520 868-7501
TDD: 520 868-7502

Person with disabilities who require special accommodations may contact Maria Hernandez, Deputy Town Clerk, at 520 868-7574 and at the above location at least 48 hours before the hearing.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: August 18, 2014 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Bryan Hughes Parks and Recreation Director SUBJECT: Appointment of Ms. Connie Stevens to the Parks and Recreation Board		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Appointment of Ms. Connie Stevens to the Parks and Recreation Advisory Board, with a term to expire December 31, 2014.

BACKGROUND/DISCUSSION:

There is currently one vacancy on the Parks and Recreation Advisory Board. Current members and the date their term expires include:

- Jaclyn Revis, Chair Expires December 31, 2014
- Don Pinson, Vice Chair Expires December 31, 2015
- Shawn Gibson Expires December 31, 2104
- Donald Woolridge Expires December 31, 2016

Advertisements were placed on the Town website, on Channel 11, and in the Florence Reminder and Blade Tribune noticing the availability of board and commission seats as they become available.

Two applications were received. Per policy, a panel comprised of two Parks and Recreation Advisory Board members and one Town Council member interviewed the applicants. The panel recommended Ms. Stevens to fill the vacancy and forward that the recommendation to the Town Council for consideration.

FINANCIAL IMPACT:

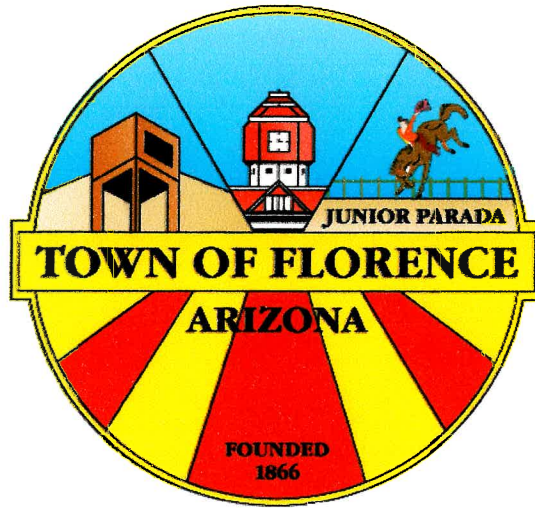
None

STAFF RECOMMENDATION:

Staff recommends appointment of Ms. Connie Stevens to the Parks and Recreation Advisory Board, with a term to expire December 31, 2014.

ATTACHMENTS:

Parks and Recreation Advisory Board Application



Board and Commission Application

NAME Connie L. Stephens

DATE 7-4-14

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <u>Connie L. Stephens</u>		Date: <u>7-4-14</u>
E-Mail Address: <u>mstephens123@gmail.com</u>		
Street Address: <u>26617 E. Desert Hills Florence</u>		Mailing Address: <u>- Same</u> <u>Az 85132</u>
Home Telephone: <u>520-868-4254</u>		Work Telephone: <u>520 705 2307</u> <u>Cell</u>
Occupation: <u>retired</u>		Best Time to Call: <u>8^{am} 8^{pm}</u>
Do you own commercial property or operate a business in Florence? <u>NO</u>		
Work/Business Name:		
Work/Business Address:		
Length of Residency in Florence: <u>15</u>		Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, please give name of board, commission and/or committee and dates served:		

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

<u>1</u> <u>City of Valdez Ak Parks & Rec</u>	<u>2</u> <u>City of Valdez Ak Ports & Harbor</u>
---	--

If appointed, how much time would you be able to devote to the board or commission?

Hours per week? 10 + Hours per month? 40 +

Employment History

Employment Period	Employer's Name and Address	Title
<u>2002 - 2009</u>	<u>Valdez Medical Clinic Vdz Ak</u>	<u>Clinic Manager</u>
<u>1978 - 2002</u>	<u>Beaver Sports Vdz Ak</u>	<u>Store Manager</u>

Education

Name of School, College or University you attended	Degree	Year
<u>PWSAC Valdez Ak</u>	<u>took courses no degree-</u>	

Civic Activities – Service Organizations

member of P & R commission for 15 yrs -
Ports & Harbors 3 yrs
City Council - elected served 10 yrs
Mayor Pro-Tem - 3 yrs

What personal and professional experience or background can you contribute to the board or commission? In my previous home town I worked on P & R - we built a new pool and a vibrant program for all ages in our community. As a council member I worked to achieve the goals.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? I am a hard worker who believes in the importance of a P & R program that benefits all ages in our community. This improves the quality of life for all the residents of Florence.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I am a active member of the fitness center and would love to work on new ideas to reach all the members of the community.

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

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

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

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

Applicant's Signature: Corrie A. Stephens

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

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

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

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

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

Board of Adjustment

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

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

Meetings: As needed during regular Council Meetings

Downtown Redevelopment Commission

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

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

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

Historic District Advisory Commission

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

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

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

Industrial Development Authority

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

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

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

Library Advisory Board

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

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

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

Parks & Recreation Board

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

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

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

Planning & Zoning Commission

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

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

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

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

Parks & Recreation Board

(3 Year Term)

Meets Quarterly -Fourth Thursday of the first Month of each quarter at

6:00p.m.

January, April, July, and October

5 members

Shawn Gibson

P O Box 2333

6173 W. Yorktown Way

Florence AZ 85132

(520) 518-5708 Work

(520) 790-1361 Cell

sgibson@crownpointpropertyservice.
com

Appointed: 10/7/2013

Expires: 12/31/2014

Vacant

Appointed:

Expires: 12/31/2014

Don Pinson

P.O. Box 1165

177 S. Bush Street

Florence, AZ 85132

(520)868-4872 Home

(520) 518-1625 Cell

dandnpinson@cgmailbox.com

Appointed: 1/7/2013

Expires: 12/31/2015

Jaclyn Revis, Chairperson

10009 E. Barley Way

Florence, AZ 85132

(520) 233-6164 Home

(520) 723-6613 Work

jmwrevis@gmail.com

Appointed: 1-20-2012

Expires: 12/31/2014

Donald Woolridge

P O Box 482

534 W. 14th Street

Florence, AZ 85132

(520) 868-3204 home

(520) 868-4772 (work)

Appointed: 2/18/2014

Expires: 12/31/2016

Staff Liaison

Bryan Hughes

132 N. Bailey

Florence, AZ 85132

ray.hartzel@florenceaz.gov

Office: 520-868-7582

Cell: 520-840-1443

Council Liaisons

Councilmember Tara Walter

2231 N. Smithsonian Drive

Florence AZ 85132

Home: 520-723-0694


Mayor Tom Rankin

345 W. Highway 287

P O Box 228

Florence AZ 85132

520-705-1039

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: August 18, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Appointment of Mr. Robert Tapia to the Historic District Advisory Commission		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 40px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Appointment of Mr. Robert Tapia to the Historic District Advisory Commission with a term to expire on December 31, 2014.

BACKGROUND/DISCUSSION:

The Town's Historic District Advisory Commission (HDAC) currently has six members. Per Town Code, the Historic District Advisory Commission may have up to seven members appointed by the Town Council; however four members are required to have a permanent resident within the designated Historic District. Three members live within the Historic District while three live outside the District.

Staff presents to Town Council an application from Mr. Robert Tapia for the vacant seat on the HDAC. Mr. Tapia lives within the Historic District and will be the fourth Commission member who resides within the Historic District boundaries. Mr. Tapia is retired and is able to attend regular and special HDAC meetings upon request as a full time resident of the Town.

FINANCIAL IMPACT:

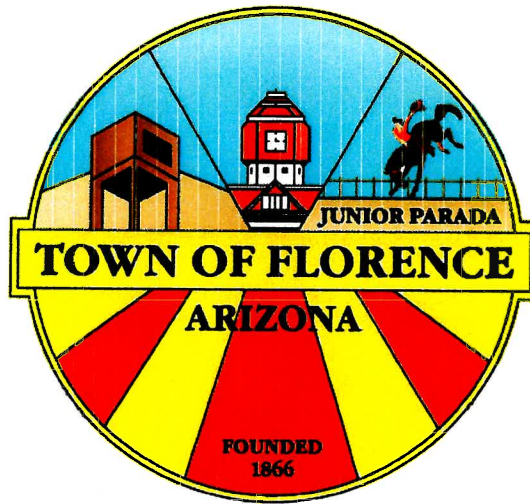
No fiscal impact with this request.

RECOMMENDATION:

The Chair and Vice Chair of the Historic District Advisory Commission found the application by Mr. Robert Tapia as a suitable candidate for the vacant HDAC seat. The Chair and Vice Chair of the Historic District Advisory Commission has forwarded a favorable recommendation to approve the appointment of Mr. Robert Tapia to the Historic District Advisory Commission with a term to expire on December 31, 2014.

ATTACHMENTS:

Boards and Commission Application



Board and Commission Application

NAME Robert Tapia

DATE 6-25-2014

Date Received: 6-25-2014

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <u>Robert Tapia</u>	Date: <u>6-25-2014</u>
E-Mail Address: <u>RMTapia1224@aol.com</u>	
Street Address: <u>144 S Willow St</u>	Mailing Address: <u>Po Box 2138 Florence AZ 85132</u>
Home Telephone: <u>520 450 1259</u>	Work Telephone: <u>NIA</u>
Occupation: <u>Retired</u>	Best Time to Call: <u>Anytime</u>
Do you own commercial property or operate a business in Florence? <u>No</u>	
Work/Business Name: <u>NIA</u>	
Work/Business Address:	
Length of Residency in Florence: <u>5 yrs</u>	Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please give name of board, commission and/or committee and dates served:	

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

If appointed, how much time would you be able to devote to the board or commission?	
Hours per week? <u>8</u>	Hours per month? <u>24</u>

Employment History		
Employment Period	Employer's Name and Address	Title
<u>2005-2009</u>	<u>Corrections Corp of America 5501 N La Palma Rd Elroy AZ</u>	<u>Asst Warden</u>
<u>1980-2005</u>	<u>Federal Bureau of Prisons 320 First St NW Washington DC</u>	<u>Warden</u>
Education		
Name of School, College or University you attended	Degree	Year
<u>Chapman University, Orange, CA</u>	<u>BS Sociology</u>	<u>1985</u>
Civic Activities – Service Organizations		

What personal and professional experience or background can you contribute to the board or commission? In my previous employment as a Federal Prison Warden, I managed the 4th oldest prison in the Federal prison system. I became familiar with building and historic preservation codes.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? I can research information regarding historical issues of concern to ensure historical integrity of buildings.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I have attended numerous city council meetings. I drafted the initial submission for the historical marker at our house at 144 S Willow.

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

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

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

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

Applicant's Signature: 

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

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

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

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

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

Board of Adjustment

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

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

Meetings: As needed during regular Council Meetings

Downtown Redevelopment Commission

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

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

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

Historic District Advisory Commission

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

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

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

Industrial Development Authority

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

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

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

Library Advisory Board

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

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

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

Parks & Recreation Board

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

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

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

Planning & Zoning Commission

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

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

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

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

**Historic District Advisory Commission
(3 Year Term)
Meets the Last Wednesday of the Month at 6:00 p.m.
(7 members)**

H. Christine Reid

P.O. Box 1358
125 W. Ruggles Street
Florence, AZ 85132
(520) 868-3185 Home
(520) 868-4382 Work
westerngirl66@yahoo.com
Appointed: 1/7/2013
Expires: 12/31/2015

Lynn Smith

P.O. Box 1810
192 N. Bailey Street
Florence, AZ 85132
(520) 868-4473 Home
(520) 868-4382 Work
thesmithslynn@aol.com
Appointed: 1/7/2013
Expires: 12/31/2015

Thomas M. Madden – Vice Chair

P O Box 2368
201 E. Maricopa Blvd.
Florence, AZ 85132
(520) 868-0381 Home
(602)432-6484 Cell
maddent61@aol.com
Appointed: 1/3/2012
Expires: 12/31/2014

Betty Wheeler - Chairman

6606 W. Mockingbird Ct.
Florence, AZ 85132
(520) 509-1121 Home
Bwheeler8@cox.net
Appointed: 1/7/2013
Expires: 12/31/2015

Jorganne Cochran

3742 N. Monument Drive
Florence, AZ 85132
(520)723-4715
(520)723-6622 (alt #)
jnrcochran@msn.com
Appointed: 1/7/2013
Expires: 12/31/2015

Cathy Adam

P O Box 1825
240 E. Ruggles St.
Florence AZ 85132
(520) 858-2033
Tanaka.adam@yahoo.com
Appointed: 1/7/2013
Expires: 12/31/2014

**Vacant:
12-31-14**

Staff Liaison

Heath Reed

P.O. Box 2670
Florence, AZ 85132
(520) 868-7572
heath.reed@florenceaz.gov


Council Liaisons

Councilmember Tom Celaya

801 W. Adamsville Rd.
P.O. Box 1131
Florence, AZ 85132
(520) 705-8703

Councilmember Ruben Montaña

360 E. Ruggles Rd.
P O Box 801
Florence AZ 85132
520-705-1402

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: August 18, 2014 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval of Change Order #2 for Well 3B improvement project		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve Change Order # 2 for the Well 3B improvement project, in an amount not to exceed \$33,608.86.

BACKGROUND/DISCUSSION:

Sun Western Contractors has submitted Change Order # 2 for the Well 3B improvement project. The amount of the change order is \$33,608.86.

Due to the unknown costs involved in performing rehabilitation of Well 3B, an \$80,000 allowance was provided as part of the overall contract work. When estimates for the required work were submitted with the bid, the \$80,000 was insufficient, and this change order is to make up the difference. The change order will cover development of the well, as well as water disposal.

Change Order #1 was a request by the Town to bury above ground piping, but the cost exceeded the cost to construct the pipe as planned, and was rejected.

FINANCIAL IMPACT:

The cost of Change Order #2 is \$33,608.67. There is insufficient money available in the project line item (CIP WU-34) to fund the change order. It is recommended that CIP WU-77, Waterline Extension at Well #5, be defunded in this year's budget. The waterline extension at Well #5 was intended to supplement growth in southern portion of Florence, but because the expected growth has not occurred, the project will be reevaluated and submitted for future CIP funding at a more opportune time. The \$100,000 appropriated for WU-77 will be applied to WU-34 to cover Change Order #2 and any future change orders.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #2 and the reallocation of funds from CIP WU-77 to CIP WU-34.

ATTACHMENTS:

Change Order No.2 for Well 3B Improvement Project

Date of Issuance:	Effective Date:
Owner: Town of Florence	Owner's Contract No.: U-34
Contractor: Sun Western Contractors	Contractor's Project No.: 14060
Engineer: Water Works Engineers	Engineer's Project No.: 13-057-3
Project: Well 3B Improvements	Contract Name: Well 3B Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Due to the unknown cost involved in performing rehabilitation of Well 3B, an \$80,000 allowance was provided as part of the overall contract work. After getting estimates for the required work, it appears that the allowance amount was insufficient and this change order is being provided to make up the difference.


Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,576,264.67</u>	Original Contract Times: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,576,264.67</u>	Contract Times prior to this Change Order: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>33,608.86</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,609,873.53</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14 March 2015</u> Ready for Final Payment: <u>13 April 2015</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>V. Jared Lee</u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>07/21/2014</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: August 18, 2014 DEPARTMENT: Information Technology STAFF PRESENTER: Dan Bennington, IT Manager SUBJECT: GIS Enterprise License Agreement Renewal		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Authorization to purchase of the GIS Enterprise License Agreement Renewal for the Information Technology Department, GIS Division.

BACKGROUND/DISCUSSION:

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

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

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

FINANCIAL IMPACT:

The fiscal impact to purchase the software this fiscal year will be \$\$27,425.00, with an

additional \$27,425.00 commitment over each of the next two fiscal years for a total commitment of \$82,275.00.

STAFF RECOMMENDATION:

Staff recommends that Town Council approves the GIS Enterprise License Agreement Renewal and award the bid to (Environmental Systems Research institute) ESRI in the in an amount not to exceed \$27,425.00.

ATTACHMENTS:

None

**Quotation # 20449232****Date:** May 21, 2014**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.****One International Court
Broomfield, CO 80021-3200****Phone: (909) 793-2853 Fax: (303) 449-8830
DUNS Number: 06-313-4175 CAGE Code: 0AMS3*****To expedite your order, please attach a copy of
this quotation to your purchase order.******Quote is valid from: 05/21/2014 To: 08/19/2014*****Customer # 265783 Contract #****Town of Florence
GIS Dept
775 N Main St
Florence, AZ 85132****ATTENTION: Jamie White
PHONE: (520) 868-7594
FAX: (520) 868-7564**

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 1	25,000.00	25,000.00
			Item Total:	25,000.00
			Subtotal:	25,000.00
			Sales Tax:	2,175.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$27,175.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 2	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year 3	25,000.00	25,000.00

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

For questions contact: Kendra Renyer**Email:** krenyer@esri.com**Phone:** (909) 793-2853 x8214

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



**SMALL
ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY**

**Authorized Distributor/Esri Use
Only:**
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("**Licensee**"); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (USA), the Authorized Distributor listed on the signature page ("**Authorized Distributor**"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the USA.

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

**Table A
List of Enterprise Products**

Unlimited Quantities

Desktop Software and Extensions

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

Server Software and Extensions

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

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network
(EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

Other Benefits

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 2
Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

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

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

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

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

ELA Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

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

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri or its Authorized Distributor to Licensee.

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

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

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

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1

Support. Licensees located in the USA will receive Tier 2 Support from Esri. Licensees outside the USA will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

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

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 No Use upon Expiration or Termination. All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

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

4.2 Product Life Cycle. During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>) for USA-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive ELA Maintenance. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri or Its Authorized Distributor

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

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

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

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the USA or (b) Authorized Distributor if Licensee is located outside the USA. The report will be subject to audit.

7.3 Renewal. Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee shall issue an Ordering Document upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) calendar days

of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

- b. Upon receipt of the initial Ordering Document from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

8.2 Order Requirements


- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Order (or Ordering Document):
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—TRAINING

9.1 Training Description. Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

- a.** To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
- b.** Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
- c.** An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
- d.** Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- e.** The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
- f.** Esri will invoice for outstanding training expenses where applicable.
- g.** Training days are not transferable and not refundable for any other Esri products or services.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: August 18, 2014 DEPARTMENT: Police STAFF PRESENTER: Daniel R. Hughes, Police Chief SUBJECT: Purchase of Spillman CompStat Management Dashboard and Community Dashboard		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Authorization for the purchase of Spillman Technologies CompStat Management Dashboard and Community Dashboard.

BACKGROUND/DISCUSSION:

The CompStat Management Dashboard module will allow our agency to identify crime trends and patterns using information in the Spillman database. The module will allow us to customize periods of times for which to examine and monitor changes in crime, quality of life factors, and traffic and accident rates. The Community Dashboard module allows the public to view the rate of incidents and offenses and examine crime rates within the community.

FINANCIAL IMPACT:

The total cost for the purchase is \$30,441, and has been budgeted in the Fiscal Year 2014-2015 budget.

STAFF RECOMMENDATION:

Staff recommends authorization to purchase the Spillman Technologies CompStat Management Dashboard and Community Dashboard, in an amount not to exceed \$30,441.

ATTACHMENTS:

Quotes

Quote and Purchase Addendum

Quoted Date:	July 15, 2014	Quote Number:	QUO-01580-W2W6Z7
Quote Expiration Date:	September 30, 2014	Prepared By:	Billy Duncan

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

Included in Quote

- CompStat Management Dashboard

Package Quote

\$21,536

Web Training Included
Sales Tax Included \$1,716

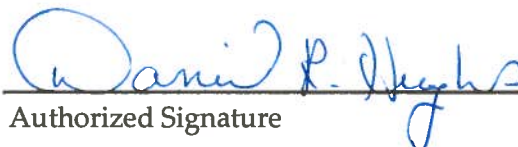
The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Your estimated 2nd-year Spillman maintenance will be: \$2,802

Florence Police Department

Customer Name

Date


Authorized Signature

Daniel R. Hughes, Chief of Police
Print Name and Title

Quote and Purchase Addendum

Quoted Date: July 15, 2014 Quote Number: QUO-01580-W2W6Z7
Quote Expiration Date: September 30, 2014 Prepared By: Billy Duncan

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff to ensure a smooth upgrade transition.

Included in Quote

- Community Dashboard

Package Quote

\$8,905

Web Training Included
Sales Tax Included \$705

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Your estimated 2nd-year Spillman maintenance will be: \$1,154

Florence Police Department

Customer Name

Date

7-17-14


Authorized Signature

Daniel P. Hughes, Chief of Police
Print Name and Title

Town of Florence
Sole Source/Emergency Purchase Justification

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

Vendor Name: Spillman Technologies Inc. Date 14-Jul-14

Commodity (general description) Compstat Management Dashboard

Dollar Amount \$21,536.00 (If over \$25,000, must go to Town Council for approval)

Account Number 011-512-511

Sole Source

Check all entries that apply:

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

Emergency

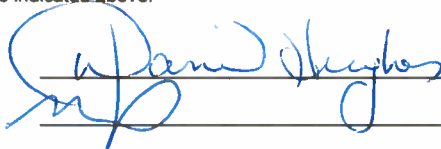
Check all entries that apply. At least two of the following conditions must be met:

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

Justification: This module is part of the Spillman Computer Based System that we are requesting. This module can only be obtained by Spillman Technologies.

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

Signature of Department Director



Date 7-17-14

Review by Finance Director

Date 7-22-14

Approved by Town Manager

Date _____

Exhibit E

Town of Florence
Sole Source/Emergency Purchase Justification

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

Vendor Name: Spillman Technologies Inc. Date 14-Jul-14

Commodity (general description) Community Dashboard

Dollar Amount \$8,905.00 (If over \$25,000, must go to Town Council for approval)

Account Number 011-512-511

Sole Source

Check all entries that apply:

☒

Purchase Request is made to the original manufacturer or provider; There are no regional distributors.
(Item * must also be checked.)

☐

Purchase Request is made to the only area distributor of the original manufacturer or provider.
(Item * must also be checked.)

☒

This is the only known item that will meet the specialized needs of the department or perform the intended functions.

☐

Parts/equipment are not interchangeable with similar parts of another manufacturer.

☐

Parts/equipment are required from this vendor to provide standardization.

☐

The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.

☐

None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

Emergency

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

☐

Human life is in danger

☐

A natural disaster or act of God requires immediate action.

☐

An unanticipated circumstance poses a threat to city property.

☐

A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

Justification: This module is part of the Spillman Computer Based System that we are requesting. This module can only be obtained by Spillman Technologies.

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

Signature of Department Director

Date 7-22-14


Review by Finance Director

Date 7/22/14

Approved by Town Manager

Date _____

Exhibit E

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7f.
MEETING DATE: August 18, 2014 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Town Clerk SUBJECT: Greater Florence Chamber of Commerce Special Event License		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Ratification of the Greater Florence Chamber of Commerce's application for a Special Event Liquor License for a Monthly Business Mixer, to be held on September 4, 2014.

BACKGROUND/DISCUSSION:

Greater Florence Chamber of Commerce submitted a request for a Special Event License to hold a Monthly Business Mixer with alcohol. Staff processed the late application in order for the Chamber of Commerce to be able to receive their liquor license in time for the event. Town Code requires Council approval, so this item is for a ratification of staff's actions.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special event licenses may be issued for no more than a cumulative total of ten (10) days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor License and Control.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the Council ratify the recommendation of approval.

ATTACHMENTS:

Application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141



400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day, for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: CREATED FLORENCE CHAMBER OF COMMERCE

2. Non-Profit/I.R.S. Tax Exempt Number: PC-0683213

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? MONTHLY BUSINESS MIXER

5. Location of the event: 24 W. ROGUES

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: GRICCA JAMES 13011957
Last First Middle Date of Birth

7. Applicant's Mailing Address: 24 W. ROGUES FLORENCE, AZ 85132
Street City State Zip

8. Phone Numbers: (520) 868-9433 () ()
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>9/04/04</u>	<u>THURS</u>	<u>4:30 P</u>	<u>6:30 Pm</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)
11. This organization has been issued a special event license for 7 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of
Alcoholic Beverage Sales.**

<u>Name</u>	<u>Address</u>	<u>Percentage</u>
_____	_____	_____
_____	_____	_____
(Attach additional sheet if necessary)		

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police ☒ Fencing
____ # Security personnel ☒ Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

____ (____) _____
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

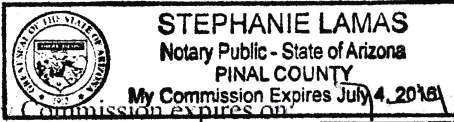
THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, JAMES GUERRA, declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

X [Signature] Officer 8/11/14 520-868-9433
(Signature) (Title/Position) (Date) (Phone #)

State of Arizona County of Pinal
The foregoing instrument was acknowledged before me this

11 August 2014
Day Month Year



M [Signature] 11-14
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

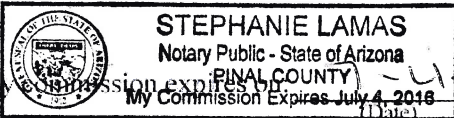
THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, JAMES GUERRA, declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and
complete.

X [Signature]
(Signature)

State of Arizona County of Pinal
The foregoing instrument was acknowledged before me this

11 August 2014
Day Month Year



M [Signature] 11-14
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

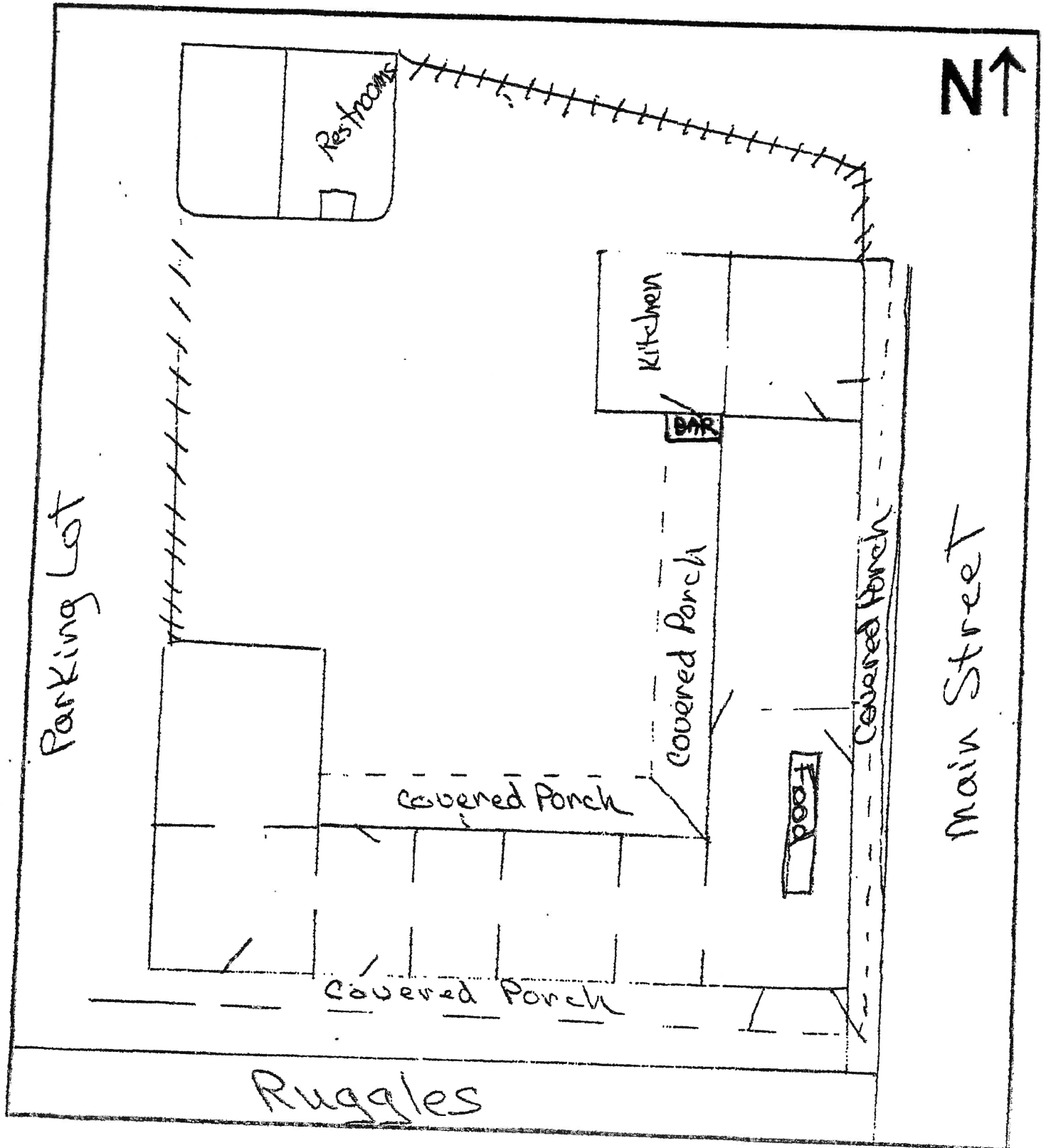
BY: _____

(Title)

(Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SERIES: 15 SPECIAL EVENT LICENSE (Temporary)

**Non-transferable
On-sale retail privileges**

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the DIRECTOR will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of Alcoholic Beverage Sales of the special event.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.

Disabled individuals requiring special accommodations please call (602) 542-9051

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, JULY 7, 2014, AT 4:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Vice-Mayor Smith called the meeting to order at 4:00 pm.

ROLL CALL:

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

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body to evaluate the Town Manager and Town Attorney and to receive legal advice from the Town Attorney regarding their contracts of employment in accordance with A.R.S. § 38-431.03(A)(1)&(3).

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

On motion of councilmember Montaña, seconded by Councilmember Walter, and carried to recess from Executive Session.

ADJOURN FROM EXECUTIVE SESSION

Executive Session will reconvene at the end of the meeting.

INVOCATION

Councilmember Walter led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of 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.

MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 BOARD.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adjourn to Merrill Ranch Community Facilities District 1 Board.

Public hearing to receive public comment on the Merrill Ranch Community Facilities District No. 1 Budget; and for Discussion/Approval/Disapproval of Resolution No. MRCFD1 127-14:

Ms. Lisa Garcia, District Clerk, read Resolution No. MRCFD1 127-14 by title only.

A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015.

Chairman Rankin opened and closed the public hearing.

On motion of Boardmember Woolridge, seconded by Boardmember Montaña, and carried to adopt Resolution No. MRCFD1 127-14.

Public hearing to receive public comment on Merrill Ranch Community Facilities District No. 1 Property Tax Levy; and second reading of Ordinance No. MRCFD1 111-14:

Ms. Lisa Garcia, District Clerk, read Ordinance No. MRCFD1 111-14 by title only.

AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2015. (First reading on June 16, 2014)

Chairman Rankin opened and closed the public hearing.

MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 BOARD.

On motion of Boardmember Woolridge, seconded by Boardmember Hawkins, and carried to adjourn from Merrill Ranch Community Facilities District No. 1 Board.

MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 BOARD.

On motion of Councilmember Walter, seconded by Councilmember Montañño, and carried to adjourn to Merrill Ranch Community Facilities District No. 2 Board.

Public hearing to receive public comment on the Merrill Ranch Community Facilities District No. 2 Budget; and for Discussion/Approval/Disapproval of Resolution No. MRCFD2 227-14:

Ms. Lisa Garcia, District Clerk, read Resolution No. MRCFD2 227-14 by title only.

A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015.

Chairman Rankin opened and closed the public hearing.

On motion of Boardmember Walter, seconded by Boardmember Hawkins, and carried to adopt Resolution No. MRCFD2 227-14.

Public hearing to receive public comment on Merrill Ranch Community Facilities District No. 2 Property Tax Levy; and second reading of Ordinance No. MRCFD2 210-14:

Ms. Lisa Garcia, District Clerk, read Ordinance No. MRCFD2 210-14 by title only.

AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2015. (First Reading on June 16, 2014)

Chairman Rankin opened and closed the public hearing.

MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 BOARD.

On motion of Boardmember Woolridge, seconded by Boardmember Hawkins, and carried to adjourn from Merrill Ranch Community Facilities District No. 2.

PUBLIC HEARINGS

Public hearing to receive citizen comments on the property tax levy; and second reading of Ordinance No. 612-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 612-14 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2015. (First Reading June 16, 2014)

Mayor Rankin opened and closed the public hearing.

Public hearing to receive citizen comments on increasing water and wastewater utility rates and fees; and Discussion/Approval/Disapproval of Resolution No. 1452-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1452-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PROVIDING INCREASES IN RATES AND FEES FOR WATER AND WASTEWATER SERVICES, EFFECTIVE SEPTEMBER 1, 2014.

Mayor Rankin opened and closed the public hearing.

On motion of Councilmember Celaya, seconded by Councilmember Woolridge, to adopt Resolution No. 1452-14.

Roll Call Vote:

Councilmember Celaya: Yes

Councilmember Woolridge: Yes

Councilmember Walter: Yes

Councilmember Montaña: No

Mayor Hawkins: Yes

Vice-Mayor Smith: No

Mayor Rankin: Yes

Motion passed: Yes: 5; No: 2

ADJOURN TO A SPECIAL MEETING

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn to a Special Meeting.

Public hearing to receive citizen comments on the Fiscal Year 2014-2015 Budget; and for Discussion/Approval/Disapproval of Resolution No. 1450-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1450-14 by title only.

A RESOLUTION OF THE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2014-2015.

Mayor Rankin opened and closed the public hearing.

On motion of Councilmember Woolridge, seconded by Councilmember Celaya, to adopt Resolution No. 1450-14.

Roll Call Vote:

Councilmember Woolridge: Yes

Councilmember Celaya: Yes

Councilmember Walter: Yes

Councilmember Montaña: Yes

Mayor Hawkins: Yes

Vice-Mayor Smith: Yes

Mayor Rankin: Yes

Motion passed: Yes: 7; No: 0

ADJOURN FROM A SPECIAL MEETING

On motion of Councilmember Celaya, seconded by Councilmember Montaña, and carried to adjourn from a Special meeting.

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

***Resolution No. 1451-14:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1451-14 by title only.

Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING THE TERMS AND CONDITION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE TOWN OF FLORENCE FOR ROADWAY IMPROVEMENTS, CONSTRUCTION AND MAINTENANCE OF COOPER ROAD, CHRISTENSEN ROAD, AND OLD FLORENCE KELVIN HIGHWAY AND AUTHORIZING EXECUTION BY THE TOWN MANAGER.

***Approval of acceptance of grant funds awarded for High Intensity Drug Trafficking Area (HIDTA).**

***Approval of applying for a grant in the amount of \$125,000, to the U.S. Department of Justice Community Oriented Policing Services (COPS) program to be used to add a crime prevention/school resource police officer position.**

***Approval of accepting the register of demands ending May 31, 2014, in the amount of \$3,126,867.86.**

***Approval of the May 5, May 14, May 19, June 2 and June 16, 2014 Town Council Minutes.**

***Receive and file the following board and commission minutes:
March 20, 2014 Planning and Zoning Commission minutes**

- i. ***Johnson Utilities ratification of the following expenditures made while conducting due diligence in consideration of the Johnson Utilities acquisition:**
- ii. **Ratification of work completed by Water Works Engineer, LLC, in an amount not to exceed \$53,604.57.**
- iii. **Ratification of work completed by Economist.com, LLC, in an amount not to exceed \$50,896.88.**
- iv. **Ratification of work completed by Greenburg Traurig, LLP, in an amount not to exceed \$28,015.55.**
- v. **Ratification of work completed by Henry & Horne, PLC, in an amount not to exceed \$21,664.00.**
- vi. **Ratification of work completed by Dickinson Wright PLLC, in an amount not to exceed \$20,819.66.**
- vii. **Ratification of work completed by Sims Murray, LTD, in an amount not to exceed \$7,306.80.**

On motion of Councilmember Montaña, seconded by Walter, and carried to approve the Consent Agenda, as written with the exception of Item a and Item g.

- a. ***Resolution No. 1451-14: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING THE TERMS AND CONDITION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE TOWN OF FLORENCE FOR ROADWAY IMPROVEMENTS, CONSTRUCTION AND MAINTENANCE OF COOPER ROAD, CHRISTENSEN ROAD, AND OLD FLORENCE KELVIN HIGHWAY AND AUTHORIZING EXECUTION BY THE TOWN MANAGER.**

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to adopt Resolution No. 1451-14.

- g. ***Johnson Utilities ratification of the following expenditures made while conducting due diligence in consideration of the Johnson Utilities acquisition:**
- i. **Ratification of work completed by Water Works Engineer, LLC, in an amount not to exceed \$53,604.57.**
 - ii. **Ratification of work completed by Economist.com, LLC, in an amount not to exceed \$50,896.88.**
 - iii. **Ratification of work completed by Greenburg Traurig, LLP, in an amount not to exceed \$28,015.55.**
 - iv. **Ratification of work completed by Henry & Horne, PLC, in an amount not to exceed \$21,664.00.**
 - v. **Ratification of work completed by Dickinson Wright PLLC, in an amount not to exceed \$20,819.66.**
 - vi. **Ratification of work completed by Sims Murray, LTD, in an amount not to exceed \$7,306.80.**

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to approve the ratification of the expenditures made while conducting due diligence in consideration of the Johnson Utilities acquisition in an amount not to exceed \$182,308.00.

NEW BUSINESS

Resolution No. 1453-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1453-14 by title only.

Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH PALMS-MAGIC LAKE 80, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “MAGIC RANCH 80” PROPERTY).

On motion of Councilmember Hawkins, seconded by Councilmember Walter, and carried to adopt Resolution No. 1453-14.

Resolution No. 1454-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1454-14 by title only.

Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH SFD MAGIC RANCH, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-

ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “PROMONTORY AT MAGIC RANCH” PROPERTY).

On motion of Councilmember Montaña, seconded by Vice-Mayor Smith, and carried to adopt Resolution No. 1454-14.

Resolution No. 1458-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1458-14 by title only.

Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH GEM LAND & CATTLE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND EMPIRE WEST TITLE AGENCY, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “VILLAGE AT MAGIC RANCH” PROPERTY).

On motion of Councilmember Montaña, seconded by Councilmember Woolridge, and carried to adopt Resolution No. 1458-14.

Resolution No. 1459-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1459-14 by title only.

Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH RMG ARIZONA PROPERTIES HOLDING XVII, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “HERITAGE AT MAGIC RANCH” PROPERTY).

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to adopt Resolution No. 1459-14.

Resolution No. 1460-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1460-14 by title only.

Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH RMG RESIDENTIAL 2010, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AND AUTHORIZING

**EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
(ANNEXATION NO. 2013-01 – “MAGIC RANCH 50” PROPERTY).**

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to adopt Resolution No. 1460-14.

DEPARTMENT REPORT

Manager’s Report

Department Reports

Community Development

Courts

Finance

Fire

Library

Parks and Recreation

Police

Public Works

Utilities

The Department Reports were received and filed.

CALL TO THE PUBLIC

CALL TO THE COUNCIL

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to reconvene the Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Smith, seconded by Councilmember Walter, and and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to adjourn at 9:40 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on July 7, 2014, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, JULY 21, 2014, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:02 pm.

ROLL CALL:

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

Absent: Montaña

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion and consultation of the public body in accordance with A.R.S. 38-431.03(A)(3) and A.R.S. 38-431.03(A)(4) to obtain legal advice from the Town Attorney and to discuss and consider the settlement of pending litigation.

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

ADJOURN FROM EXECUTIVE SESSION

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

INVOCATION

Councilmember Walter led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Ms. Denise Kollert, Florence resident, stated that she has reservations about the splash pad at Padilla Park. The splash pad is not relevant since there will be a pool less than

$\frac{3}{4}$ miles away. The Town would have less to maintain and there will be a decrease in costs for construction and water fees if the splash pad were omitted.

Mr. Albert Dare, Tempe resident, stated that he owns property in the Magic Ranch area, and thanked the Council for being diligent in seeking annexation. He said they will have a new fire station in the area, if annexed. He has mailed out letters asking everyone to support the annexation and looks forward to the improvements.

Mr. Dave Downey, Florence resident, stated that there is a clause in the Town Attorney's contract which allows for him to receive severance in the event he is terminated. He believes that the clause is fiscally irresponsible and this is no reflection against the Town Attorney. He doesn't believe an individual should be rewarded for being terminated. He asked that the clause be removed from the contract before it is executed. He said a person with tenure may receive a stipend; but it should be voted by the Council and should be on a case-by-case basis.

Mr. Phillip Hollins, Florence resident, stated that he is against the annexation. He explained his reasons for his opposition and stated that the Town is seeking the annexation for revenue purposes. It is his understanding that staff stated Magic Ranch HOA leaders approached the Town, in 2002, inquiring to be annexed into the Town; however, Anthem and Iron Horse did not exist during that time. He said it took the Town seven years to act on the request and inquired why the Town waited so long. He explained possible reasons for the Town waiting to move forward on the annexation.

Mr. Hollins stated that in 2009, the Town conducted a zoning plan within 300 feet of the State Land near DR Horton Magic Ranch, Iron Horse Community, and the Gila River Indian Community. He inquired if Florence acted as good neighbors and sent notices to the entities; and inquired if they were afforded the opportunity to object regarding the zoning plans. He said if so, the builder would have been required to disclose that the Town's zoning plans were in the high density residential and they could have made an informed decision whether or not to buy in that community.

Mr. Hollins stated that during the last Planning and Zoning Commission meeting, they inquired why they weren't informed of the zoning. He said the Town attorney stated that they should have researched it on the Town's website. He inquired if this is the type of transparency and service that they should expect to receive from the Town leaders. He stated if the Town is not able to annex, the Town will not be able to zone for apartments, industries, and grant new developers tax breaks. He said transparency is not Florence's strong suit.

Mayor Rankin stated that the Town followed the letter of the law and did not try to hide anything. He stated that he agrees with Mr. Hollins that the Town can go above what the law requires the Town to do. He said the Town has no control with regards to State Land. He said with regards to the property values decreasing due to multi-units or apartments; the Town has no idea if they will ever be built. He said a developer would

need to purchase that property from State Land first, and he does not know if State Land is selling the property.

Mayor Rankin apologized for the response that Mr. Hollins received; however, the public needs to do their research. He stated that anti-annexation signs now on display in Magic Ranch do not depict the truth.

MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD.

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

Ordinance No. MRCFD1 111-14:

Ms. Lisa Garcia, District Clerk, read Ordinance No. MRCFD1 111-14 by title only.

AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2015. (First reading on June 16, 2014 and second reading on July 7, 2014)

Mr. Mike Farina, District Treasurer, stated that a public hearing and second reading of Ordinance No. MRCFD1 111-14 was held on July 7, 2014, to levy the secondary property tax for the District, and there is no change in the rate. The levy rate is \$3.25 per \$100 of NAV, estimated at \$504,900, for the repayment of GO Bonds issued to finance the costs of public infrastructure improvements debt service; and an operations and maintenance levy of \$0.30 per \$100 of NAV estimated at \$46,600, to fund the maintenance of public improvements as well as administrative costs to operate the district. The total levy rate is \$3.55 per \$100 of NAV, or \$551,500.

On motion of Boardmember Celaya, seconded by Boardmember Woolridge, and carried to adopt Ordinance No. MRCFD1 111-14.

MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD.

On motion of Boardmember Woolridge, seconded by Boardmember Celaya, and carried to adjourn from Merrill Ranch Community Facility District No. 1 Board.

MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD.

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

Ordinance No. MRCFD2 210-14:

Ms. Lisa Garcia, District Clerk, read Ordinance No. MRCFD2 210-14 by title only.

AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2015. (First reading on June 16, 2014 and second reading on July 7, 2014)

Mr. Mike Farina, District Treasurer, stated the total levy rate is \$3.55 per \$100 of Net Assessed Valuation (NAV), estimated at \$520,900. The levy rate consists of \$3.25 per \$100 of NAV, estimated at \$476,900, for the repayment of GO Bonds issued to finance the cost of public infrastructure improvements; as well as a levy of \$0.30 per \$100 of NAV, estimated at \$44,0000, to fund the maintenance of the public improvements, as well as administrative costs of the District.

On motion of Boardmember Woolridge, seconded by Boardmember Hawkins, and carried to adopt Ordinance No. MRCFD2 210-14.

MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD.

On motion of Boardmember Woolridge, seconded by Boardmember Celaya, and carried to adjourn from Merrill Ranch Community Facility District No. 2 Board.

PUBLIC HEARING AND PRESENTATIONS

Public hearing on a Minor General Plan Amendment to amend the Town of Florence 2020 General Plan to change the land use designations on approximately 1,183 acres from Employment/Light Industrial (E/LI), High Density Residential-1 (HDR-1) and Community Commercial (CC) to Master Planned Community (MPC); and for Discussion/Approval/Disapproval of Resolution No. 1455-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1455-14 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,
APPROVING THE ARIZONA FARMS MINOR GENERAL PLAN AMENDMENT FOR
(CASE PZC-18-14-GPA).**

Mr. Mark Eckhoff, Community Development Director, stated that the proposed project known as Arizona Farms encompasses 1,183 acres located near the intersection of Arizona Farms Road and Felix Road in Pinal County, Arizona. The property falls within both the Magic Ranch and Arizona Farms annexation areas. The property is zoned in Pinal County for single family development with some minor commercial and minor employment.

Mr. Eckhoff stated that several years ago, the then property owners came to the Town with a plan to do a solar yard or solar manufacturing development on the property. The General Plan was amended to reflect the change; however, the plans never materialized. The property has changed ownership, and currently, there are several land holders in the development, including El Dorado Holdings, Langley, Wolfy's R. E. Holdings, LLC, BGH Associates, LLC, and the Superstition Springs R-14 Association. He said the property has been assembled into one major land ownership and has come to the Town with a plan to do a master plan development on the property. It is similar to what is in place with Pinal County.

Mr. Eckhoff stated that when the zoning comes before the Council, it will still have single family medium density residential, high density residential and commercial employment zoning. The plans include a single school site with the possibility of more, as well as a donation for a 20 acre park site and five acres dedicated for a fire station. They are also trying to pinpoint the freeway corridor on their property.

Mr. Eckhoff stated that the master plan designation affords them more flexibility to plan the property over time. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation.

Councilmember Celaya inquired if it is the Town's original planning area that was designated as light industrial or was that the zoning that Pinal County had on the property.

Mr. Eckhoff stated that the land use designation that the Town had on the property was light industrial, community commercial and high density residential. He said that it was inconsistent with the Arizona Farms zoning that is on the property, which is single family development with a golf course and a few employment commercial nodes. The reason the General Plan was changed was because of the property owner's request for the solar yard.

Councilmember Celaya stated that his concern is that there is a railroad in the area and they do not want to lose the light industrial zoning. He said with regards to future zoning changes, they have limited railroad access and light industrial.

Mayor Rankin does not want any type of residential in the Magma Junction area. He agrees with light industrial.

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

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1455-14.

Public hearing on a Minor General Plan Amendment to amend the Town of Florence 2020 General Plan to amend the Future Land Use Map contained within the Land Use Element to adjust the Town's conceptual alignment of the proposed North-South ADOT Freeway Corridor, as well as the proposed conceptual alignment of the ADOT Passenger Rail Corridor, based on information collected and analysis completed since the adoption of the 2020 General Plan in 2010 and subsequent amendments; and for Discussion/Approval/Disapproval of Resolution No. 1456-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1456-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE NORTH-SOUTH ADOT FREEWAY CORRIDOR MINOR GENERAL PLAN AMENDMENT (PZC-22-14-GPA).

Mr. Mark Eckhoff, Community Development Director, stated that since 2007, Florence became one of the most proactive communities in Pinal County by identifying the conceptual alignment of the North-South Corridor on its land use maps. Florence wanted to assist ADOT by helping identify an alignment and every year since then, have refined the alignment based on what is happening with the ADOT study and discussions with stakeholders. He explained where the current alignment is and said he met with Southwest Value Partners, ADOT and others and agreed that the corridor would not be able to make the jumps over the CAP canal. He said it will hug the north end of Merrill Ranch Parkway and veer north. They are fine tuning the locations of some of the interchanges. The North-South Freeway Corridor, as a whole, has been identified along with the passenger rail corridor. Refinements and modifications may be made on the corridors. He said two rail stops have also been identified.

Mr. Eckhoff stated that ADOT will be doing more presentations to the public. ADOT is doing an environmental study and a toll feasibility study on the corridor. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation.

Mayor Rankin stated that ADOT does not have the funding for the infrastructure. He said the project may be a private/public partnership as well as the possibility of toll lanes.

Mr. Eckhoff stated the stakeholders want some type of road built in the near future. Discussions have occurred with them and they would like something that will move traffic through San Tan Valley and North Florence. He said other options would be to work with the stakeholders to fine tune the corridor and do as much as they can without getting to ahead of ADOT.

Mayor Rankin inquired when ADOT will have their next hearing.

Mr. Eckhoff does not have any dates for any upcoming meetings.

Mayor Rankin opened the public hearing.

Ms. Ruth Harrison, Florence resident, stated, that the plans were changed to move the corridor further away from the Florence Gardens area; however, the plan shows it being moved closer to Florence Gardens than the original plan. She said the corridor is too close to Florence Gardens.

Mayor Rankin closed the public hearing.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1456-14.

Public hearing on a Minor General Plan Amendment to amend the Town of Florence 2020 General Plan to amend the Future Land Use Map for the removal of the Aggregate Resources (AR) Overlay from the proposed Reserve at Lookout Mountain planned community located at the southwest corner of Hunt Highway and the Heritage Road alignment due to the aggregate mining use being permanently eliminated from the subject site; and for Discussion/Approval/Disapproval of Resolution No. 1457-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1457-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RESERVE AT LOOKOUT MOUNTAIN MINOR GENERAL PLAN AMENDMENT (PZC-23-14-GPA).

Mr. Mark Eckhoff, Community Development Director, explained that the State required that the Town identify any areas that were being utilized for the development of aggregate resources on the Town's land use map. New owners acquired the property and are pursuing annexation into the Town and the residential development of the property. The aggregate resource use that existed on the property has been abandoned and there is no longer a need for the State to retain it on the land use map. The Planning and Zoning Commission has forwarded a favorable recommendation.

Councilmember Celaya asked if the land use can revert back to an aggregate resource use at a later time.

Mr. Eckhoff stated an amendment to the General Plan would need to be done in order to change the property back to aggregate resource use.

Mayor Rankin opened the public hearing.

There being no comment, Mayor Rankin closed the public hearing.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1457-14.

Presentation by Greater Florence Chamber of Commerce recognizing the Business of the Month.

The presentation has been moved to the August 18, 2014 Town Council meeting.

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.

***Authorization to enter into an agreement between Superstition Fire and Medical Department and the Town of Florence for maintenance services for the Town of Florence fire apparatus.**

***Authorization to enter into an agreement between the City of Mesa, the TRWC and the Town of Florence to become an associate member of TOPAZ.**

***Approval to hire Ripple Industries for installation of SCADA equipment at well sites and reservoirs, in an amount not to exceed \$70,000.**

***Approval of a lease with Carol Johnson (Silver King Hair Co.) for Suite 201, in the Silver King Market Place.**

***Approval of the June 18 and June 23, 2014 Town Council Minutes.**

***Receive and file the following board and commission minutes:
April 17, 2014 Planning and Zoning Commission minutes.**

On motion of Vice-Mayor Smith, seconded by Councilmember Woolridge, and carried to approve the Consent Agenda, as written.

UNFINISHED BUSINESS

Ordinance No. 612-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 612-14 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2015. (First reading June 16, 2014, second reading July 7, 2014)

Mr. Mike Farina, Finance Director, stated that the tax levy does not increase the property tax rate. The current rate for FY 2013- 2014 is \$1.1182 and will remain the same rate for FY 2014-2015. A Truth in Taxation Hearing is required, per State Statute, because the increase in the Town's Net Assessed Valuation caused an increase in the property tax levy dollars. He said the levy generated a property tax levy of \$814,526 in FY 2013-2014; and for FY 2014-2015, it is estimated that the levy will generate \$852,740. The increase is due to new construction as well as the net increase of net assessed valuation.

Mr. Farina stated that the ordinance adopts a zero property tax rate for the Streetlight Improvement Districts Nos. 1, 2, and 3 because there are adequate funds in the Districts for operation.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, to adopt Ordinance No. 612-14.

Roll Call Vote:

Councilmember Woolridge: Yes

Councilmember Walter: Yes

Councilmember Hawkins: Yes

Councilmember Celaya: Yes

Vice-Mayor Smith: Yes

Mayor Rankin: Yes

Motion carried: (Yes: 6; No: 0)

NEW BUSINESS

Resolution No. 1461-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1461-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH

SUPERSTITION SPRINGS R-14 ASSOCIATES, AN ARIZONA LIMITED PARTNERSHIP; WOLFY'S R.E. HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; AND DAVID C. PHILLIPS, A MARRIED MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY, HEREAFTER CUMULATIVELY REFERRED TO AS "OWNER", AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-02 – "COMMERCIAL/EMPLOYMENT AND PARKLINKS AT ARIZONA FARMS" PROPERTY).

Mr. Mark Eckhoff, Community Development Director, stated the four development agreements before the Council have the same terms as other agreements that have come before Council. The agreement contains a commitment from the Town to not increase the Residential Impact Fee for seven years, effective upon annexation. This agreement has a small commercial component; and the Town has extended to not increase the impact fees on the commercial component for ten years because the commercial will fall behind the residential aspects.

Mr. Eckhoff outlined the annexation area and stated that the development agreement is in Arizona Farms. He outlined the locations of the parcels of property. He said the owner plans on doing a senior, attached housing development product on the residential component.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1461-14.

Resolution No. 1462-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1462-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH RES-AZ CRESTVIEW, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-02 – CRESTFIELD MANOR "RIALTO" PROPERTY).

Mr. Mark Eckhoff, Community Development Director, stated the property is located in the northeast corner of the Crestfield Manor subdivision, and explained that the lots in that area are subject to the Pre-Annexation Development Agreement. He said the terms are the same as the other Pre-Annexation Development Agreements. He said if they build within the next seven years, they will benefit from the reduced impact fees.

Mayor Rankin inquired if this will complete Crestfield Manor.

Mr. Eckhoff said it will complete Crestfield Manor; it is the third of three PADAs for Crestfield Manor.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1462-14.

Resolution No. 1463-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1463-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH RMG LUCKY HUNT 65, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “LUCKY HUNT” PROPERTY).

Mr. Mark Eckhoff, Community Development Director, stated the area is located along the Hunt Highway corridor in the Magic Ranch annexation area. The property has been acquired by Ron McRae and his partners. The owner has agreed to dedicate a fire station site in the Magic Ranch annexation.

Vice-Mayor Smith inquired who the owner is for the property in front of the described property, which is next to Hunt Highway.

Mr. Eckhoff stated Mr. McRae and his partners own three developments in the area, and are providing each other cross access. He explained how the access points will be built and said it will be built as one cohesive subdivision.

Vice-Mayor Smith stated that there is an area that does not have an exit and the residents will have to drive to the lower half of the subdivision to exit. He requested that an exit be added in closer proximity to where the turnaround is, which is close to Hunt Highway.

Mr. Eckhoff stated that there is discussion in the development agreement which deals with access. The Town would ensure that they have adequate access from Hunt Highway. He said should they wish to have an egress/ingress from Hunt Highway; they could amend it through the development process. He said the plan is conceptual.

Councilmember Walter stated that she is excited about the growth the PADAs will bring to Florence and the job and other opportunities that may come from the growth.

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1463-14.

Resolution No. 1464-14:

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1464-14 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH MAGIC LAKE 80, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “LOOKOUT MOUNTAIN” PROPERTY).

Mr. Mark Eckhoff, Community Development Director, outlined the location of the property. He explained the access points and said a Fry's Grocery Store, in-line shops, and pad sites are also planned for the area. The planned mini-storage facility is across the street.

Mayor Rankin inquired if the location is in the Town where the Barclay's are putting the store in.

Mr. Eckhoff stated the property is not yet in the Town; however, the PADA has been negotiated and it is scheduled for the next Council agenda. He said it is contingent upon the annexation.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1464-14.

Discussion/Approval/Disapproval of the Town Manager to enter into an amendment to the Town's current contract with Haydon Building Corp., in an amount not to exceed \$172,000, for additional design-build construction services required to complete the proposed Padilla Park at Silver King Plaza project.

Mr. Mark Eckhoff, Community Development Director, stated a large number of historic bottles were unearthed during construction of Padilla Park. It appears that the bottles were placed upside down, and may have served as pathways to other buildings. Due to this finding, it was necessary to halt the project, notify SHPO, notify the Arizona State Museum, and hire an archeologist. The archeologist performed an analysis and submitted their proposed recommendations to SHPO and the Arizona State Museum. They have agreed to the Town's methodology as to how to approach revisions to the park. The proposed change order is for the cost of the archeological work that needs to be completed. Additional excavation will be done and efforts will be done to preserve the site. After the required excavation is completed, the goal will be to minimize the disturbance and to allow it to remain status quo and have a preservation easement placed over the site. Some of the items that are excavated from the site will be shared with the State of Arizona and will seek permission to have Florence have its own display. The archeologist will remain onsite as the project progresses with regards to the movement of dirt. The plan will be adjusted accordingly, based on future findings. The excavation will be limited. Dirt will be brought onto the property to create the berming effect on the south side of the park. The location of the stage will be modified. The major components of the park will remain intact (patio, extension of building, water feature and lawn). The change order not only covers the archeological costs, but included a large contingency, and money for signage. The park will be completed in late September or early October.

Councilmember Hawkins inquired if it is State requirement that the bottles be protected. He said it is hard to justify spending \$172,000 for old bottles. He inquired what the historic significance is of the the bottles that would require that the planned be changed and the additional expense.

Mr. Eckhoff stated that the Town is governed by the Arizona Antiquities Act because it is municipal property. The Town is also governed under the State Historic Preservation Office and the Arizona State Museum. The Town and contractor were obligated to immediately cease working and contact the appropriate agencies. There is also a large preservation easement on the property, from SHPO due to the funds received to do preservation work.

Councilmember Celaya inquired if there will be additional costs aside from the \$172,000.

Mr. Eckhoff explained what the additional costs were as a result of the finding. He stated that there will be \$80,000 that is directly related to Logan Simpson. There is a contingency for potential work as well as approximately \$10,000 for the unknown. He said other costs included shut down costs for remobilization of equipment; fence, barricade, and portable toilet rental periods has been extended; and additional survey costs. There is also money earmarked for the park monument sign, Town park signs, and historical signs.

Councilmember Hawkins outlined each of the costs that have been incurred as a result of the findings; and inquired why some of the outlined costs, such as signage, were not included in the original cost.

Mr. Charles Montoya, Town Manager, stated that a lot of the items were considered outside of the contract, but because the Town will not be able to disturb the ground once the project is is completed, it was best to incorporate everything at one time.

Councilmember Walter inquired if the Town is able to receive any funding from the State for this project because of their requirements.

Mr. Montoya stated that he is not sure if funding is available.

Mr. Eckhoff stated that there is no State money available for historic preservation activities. The Town may be able to pursue some private or Tribal grants.

Councilmember Walter inquired how the Town's budget will be impacted.

Mr. Farina stated that the Town has a \$2 million contingency in the Capital Projects Fund built into the budget for events such as what has transpired.

Councilmember Hawkins would prefer to see a fountain rather than a water pad, due to liability.

Councilmember Celaya would prefer that the water pad would remain. The surface has a rubberized padding.

Mr. Eckhoff stated that the the City of Gilbert has something similar to what is being proposed. He explained what a water pad is. He said Anthem has a water pad, and many shopping centers have water pads as well.

Mayor Rankin would like the water pad to be included in the park.

Vice-Mayor Smith stated that he knows the Town has to move forward on the project even though it will be costly.

On motion of Councilmember Woolridge, seconded by Councilmember Celaya, and carried to enter into an amendment to the Town's current contract with Haydon Building Corp., in an amount not to exceed \$172,000, for additional design-build construction services required to complete the proposed Padilla Park at Silver King Plaza project.

Authorization to enter into a three-year Employment Agreement with the Town Manager Charles A. Montoya.

Councilmember Celaya stated that the wording in the employment contract regarding severance packages for Town Attorney and Town Manager is standard to other contracts that are offered to other in appointed positions.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Smith, and carried to approve a three-year Employment Agreement with the Town Manager Charles A. Montoya.

Authorization to enter into a one-year Employment Agreement with the Town Attorney James E. Mannato.

Councilmember Walter stated that one of the differences between the Town Manager and the Town Attorney is that the Manager is with the Town long term. In order for the Town Manager to seek a position comparable to his salary, it would be another Town Manager position. In the Town attorney's contract, he can still work and seek employment, but the Town would pay him the four months severance package.

Councilmember Celaya stated there is a difference in the length of time for each of the contracts. The Town Manager is guaranteed three years of contract, and the Town Attorney is one year. If it is to be compared, the Town Attorney should have a contract for three years with the same type of package.

On motion of Councilmember Woolridge, seconded by Vice-Mayor Smith, and carried to approve a one-year Employment Agreement with the Town Attorney James E. Mannato.

MANAGER'S REPORT

There was no Manager's Report.

CALL TO THE PUBLIC

Mr. Doug Carlson, Florence Resident, inquired if the \$172,000 will come from the \$2 million contingency fund. He said illegal children are being dropped off in communities throughout the country, and inquired if Florence has a contingency plan in place in case the children are placed in Florence.

CALL TO THE COUNCIL

Mayor Rankin stated Jim Gardner died and brought a lot of notoriety to Florence. Murphy's Romance was filmed in Florence in which Mr. Gardner played a part in. He said that he is in favor of the annexation and feels that the Town's staff is well qualified. He said the Council does receive criticism from time to time, and when he spoke, he spoke as himself and not for the entire Council. He apologized if anyone was offended.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Walter, and carried to adjourn the meeting at 7:43 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on July 21, 2014, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

FLORENCE COMMUNITY LIBRARY
Joint-Use Library Advisory Board

1000 S. Willow St. / P. O. Box 985
Florence, AZ 85132

Minutes

Regular Meeting

April 16, 2014 – 6:00 p.m.

1. The meeting was called to order at 6:00 pm by Chairperson Kollert.
2. Members present were: Sheree Berger, Talma Harmon, Eugene Horan, and Denise Kollert.
Members absent were: Hermalene Wick and Kamian Harmon.

3. Motion made by Member Horan, seconded by Member Berger, and carried to approve the March 19, 2014 minutes.

4. The Library Director's report included the following:

- Winners of the 17th Annual Bookmark Design Contest and their families were honored at the Bookmarks Awards Ceremony on Friday, April 11th at 6:00 pm.

1st Place Winner: Emma Johnson, 12th Grade

2nd Place Winner: Nicole Capps, 12th Grade

3rd Place Winner: Riley Campbell-Biter, 3rd Grade

Honorable Mention: Deanna Bejarano, Florence K-8; Maddi Bell, Florence, K-8; Miana Lopez, Florence K-8; Ryan Sheptin, Circle Cross Ranch K-8; Charlotte Rains, Florence K-8; Aurora Dargle, Skyline Ranch K-8; Maria Valenzuela, Circle Cross Ranch; Jennifer Moore, Walker Butte K-8; Cody Turner, Florence K-8; Sabrina Celaya, Florence High School; Sierra Worthey, Florence High School; Dana Kaitis; Florence High School; and Taylor Rankin, Florence High School.

- Upcoming programs at the library include "Southwestern Rock Calendars and Ancient Time Pieces" and an expanded Family Storytime for Children's Day/Book Day.
- The RFQ for the County Elections Building site was canceled. The Town Manager reassessed the area and determined there would be problems with parking and traffic flow. An RFP has now been issued for the Territory Square site. Proposals from the five short-listed firms are due back to the Town by May 2, 2014. An RFP has been released for site grading construction services for the Territory Square site. This will allow the Town to move forward with the "dirt work".

5. Ms. Rosemary Bebris, Library Director, stated that in recent months several patrons have challenged the Children's Access and Use Policy because the term "responsible caregiver" is subjective. For example, some parents believe that an eleven year old child is a responsible caregiver for younger siblings, and that the children are capable of being left alone at the library. Ms. Bebris explained that this is problematic for staff for a variety of reasons, from the children simply getting bored and not wanting to be at the library any longer to situations where staff was unable to reach a parent when needed. She suggested that the policy needs to be updated to clearly indicate that children under the age of ten should not be left at the library without appropriate supervision. Chairperson Kollert suggested simply removing the phrase "responsible caregiver" so the policy reads, "All children under age 10 must be continually accompanied and supervised by an adult." Library Board Members indicated general agreement. Ms. Bebris advised she would bring a revised policy to the next Library Advisory Board meeting.

6. The next meeting was scheduled for May 21, 2014.

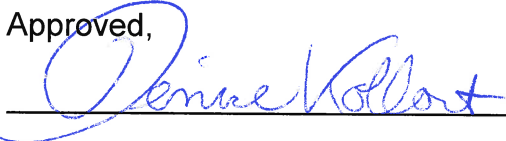
7. The meeting was adjourned at 6:49 pm by Chairperson Kollert.

Respectfully submitted,




Talma Harmon, Secretary

Approved,



Denise Kollert, Chairperson

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: August 18, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1472-14: Pre-Annexation and Development Agreement with Smith's Food and Drug Centers, Inc., an Ohio Corporation.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1472-14, entering into a Pre-Annexation and Development Agreement with Smith's Food and Drug Centers, Inc., an Ohio Corporation.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of nearly ten acres located within the pending Magic Ranch annexation. The site is located along the west side of the Hunt Highway corridor generally west of a planned mini-storage facility and the Johnson Utilities Section 11 WWTP. The initial plans for this site include a planned grocery store that would complement the in-line shops and pad sites proposed on adjacent parcels.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch 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 ten year of the term of the PADA. In addition, there is a commitment from the Town to not increase the Town's Construction Sales Tax applicable to the subject site during the term of the PADA.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 1472-14.

ATTACHMENTS:

Resolution No. 1472-14
PADA

When recorded, return to:

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

RESOLUTION NO. 1472-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH SMITH'S FOOD AND DRUG CENTERS, INC., AN OHIO CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – "SMITH'S" PROPERTY).

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, Smith's Food and Drug Centers, Inc., the "Owner" plans to develop approximately 9.94 acres located as legally described on Exhibit "A" and shown on Exhibit "B" 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 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 9.94 acres 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 18th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION – PARCEL 2
(LOT# 4)



A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING A 1928 GLO BRASS CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 10 BEARS N00°11'14"W, A DISTANCE OF 2636.06 FEET, SAID POINT BEING A 1928 GLO BRASS CAP;

THENCE N00°11'14"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 529.20 FEET;

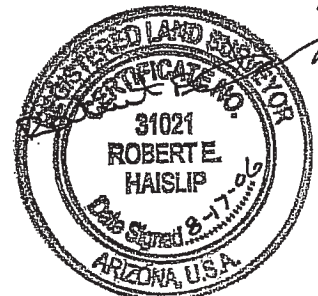
THENCE S89°48'46"W, A DISTANCE OF 190.22 FEET;
THENCE S89°34'14"W, A DISTANCE OF 561.37 FEET TO THE POINT OF BEGINNING;

THENCE S89°34'14"W, A DISTANCE OF 241.59 FEET;
THENCE N00°12'59"W, A DISTANCE OF 368.30 FEET;
THENCE N37°38'44"W, A DISTANCE OF 59.70 FEET;
THENCE N00°01'34"W, A DISTANCE OF 33.83 FEET;
THENCE N52°21'27"E, A DISTANCE OF 151.87 FEET;
THENCE S37°38'33"E, A DISTANCE OF 35.28 FEET;
THENCE N52°21'27"E, A DISTANCE OF 68.34 FEET;
THENCE S37°38'33"E, A DISTANCE OF 5.90 FEET;
THENCE N52°21'16"E, A DISTANCE OF 124.62 FEET;
THENCE N18°22'56"W, A DISTANCE OF 90.74 FEET;

THENCE N52°21'27"E, A DISTANCE OF 420.77 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE HUNT HIGHWAY, SAID LINE BEING PARALLEL TO AND 55 FEET SOUTHWESTERLY OF THE EXISTING PAVEMENT CENTERLINE OF THE HUNT HIGHWAY;

THENCE S37°38'53"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 442.96 FEET;

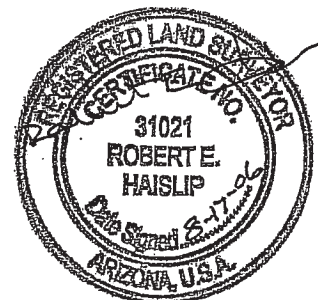
THENCE S52°21'16"W, A DISTANCE OF 73.46 FEET;
THENCE N37°38'44"W, A DISTANCE OF 10.00 FEET;
THENCE S52°21'16"W, A DISTANCE OF 164.59 FEET;
THENCE S37°38'44"E, A DISTANCE OF 49.00 FEET;
THENCE S52°21'27"W, A DISTANCE OF 217.57 FEET;
THENCE S37°38'33"E, A DISTANCE OF 37.18 FEET;
THENCE S52°21'16"W, A DISTANCE OF 137.16 FEET;
THENCE S37°38'44"E, A DISTANCE OF 17.03 FEET;
THENCE S07°38'44"E, A DISTANCE OF 38.53 FEET;



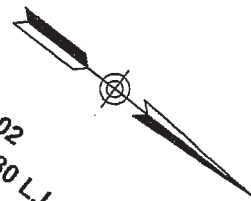
PARCEL 2 CONTINUED
(LOT# 4)

THENCE S52°21'27"W, A DISTANCE OF 235.61 FEET TO THE POINT OF
BEGINNING.

CONTAINING 432,831 SQUARE FEET OR 9.94 ACRES, MORE OR LESS.



APN# 200-25-002
OWNER: MAGIC LAKE 80 L.L.C.
07-31-2004



P.O.C.
EAST 1/4 SEC. 10
FD. 1928 GLO
BRASS CAP

S89°48'46"W 190.22'
529.20' (M)
N00°11'14"W

WALKER
GRANITE
ROAD

N89°34'14"E (R&M) 802.96'
P.O.B.
N52°21'27"E 235.61'
N07°38'44"W 38.53'
N52°21'16"E 137.16'

N37°38'33"W 37.18'
N52°21'27"E 217.57'
49.00'

178.94'
S37°38'44"E

S37°38'44"E 10.00'

S52°21'16"W 164.59'
S52°21'16"W 73.46'

442.96'

S37°38'53"E (R&M)

HUNT HIGHWAY

N37°38'44"W (R&M) 59.70'
33.83'

S37°38'33"E 35.28'

S37°38'33"E 5.90'

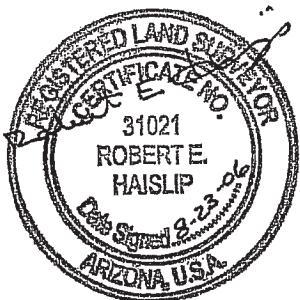
N52°21'16"E 124.62'

N18°22'56"W 90.74'

N52°21'27"E 151.87'
N52°21'27"E 68.34'

LOT #4
432,831 SF
9.94 AC

156.51'
N52°21'27"E 420.77'
264.26'



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

SHEET: 1 OF: 1	DRAWN: LLB
	CHECKED: REH
	DATE: 8-23-06
	SCALE: 1"=150'
	PROJ. #: 2005-0002
	FILE:

PARCEL 2 EXHIBIT

MAGIC RANCH
PINAL COUNTY



can-am
engineering geomatics
1423 S. Higley Rd., Suite 122
Mesa, AZ 85206

EXHIBIT B

CONCEPTUAL PLAN FOR:

LOOKOUT MOUNTAIN

Engineer:



united engineering group

4505 E. Chandler Blvd., Suite 170, Phoenix, AZ 85049 480-705-5372

Planner/prepared by:

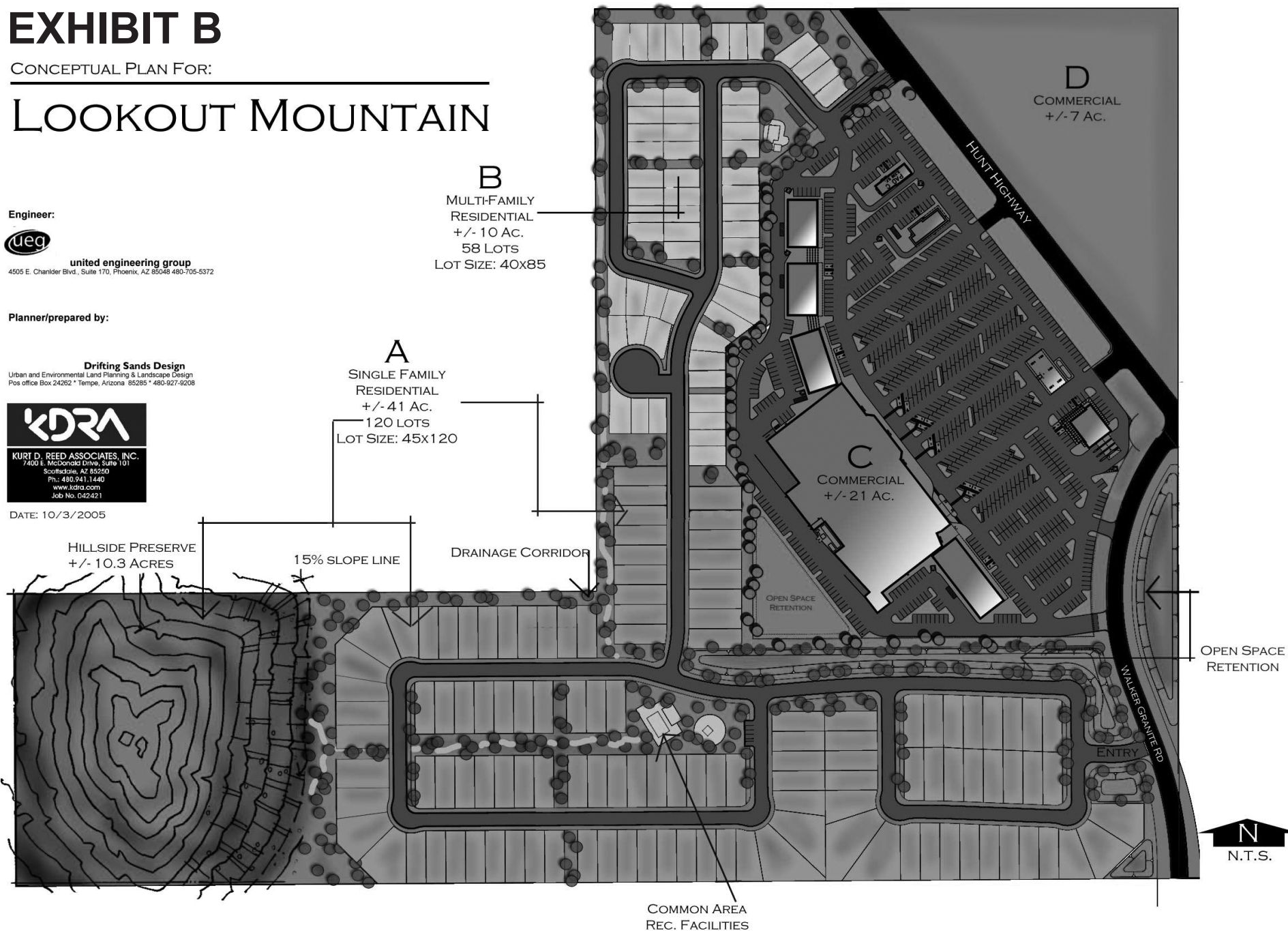
Drifting Sands Design

Urban and Environmental Land Planning & Landscape Design
Pos office Box 24262 * Tempe, Arizona 85285 * 480-927-9208



KURT D. REED ASSOCIATES, INC.
7400 E. McDonald Drive, Suite 101
Scottsdale, AZ 85250
Ph.: 480.941.1440
www.kdra.com
Job No. D42421

DATE: 10/3/2005



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
“SMITH’S” PROPERTY**

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

SMITH’S FOOD AND DRUG CENTERS, INC.,
an Ohio corporation,
dba Fry’s Food and Drug Stores

DATE: _____, 2014

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

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 Smith's Food and Drug Centers, Inc., an Ohio corporation, dba Fry's Food and Drug Stores, (the "Owner").

RECITALS

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Florence, Arizona consisting of approximately 9.94 acres all as legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. Owner and the Town desire that the portion of the Property in the unincorporated area of Pinal County 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", 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 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) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) conditions, terms, restrictions, policies and procedures for the formation of one or more community facilities districts; (iv) the approved uses for the Property; and (v) 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 an underlying Highway Business Commercial (B-2) Zoning District land usage is an appropriate designation for this Property and that the PUD plan 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 Planned Unit Development 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; (v) creating employment through development of the Property consistent with this Agreement; and/or (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 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 Owner, together with all other necessary property owners, and satisfying the applicable statutory requirements (collectively 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), and/or by the first anniversary (one year) of the effective date of this Agreement.

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 an underlying Highway Business Commercial (B-2) Zoning District land usage. The following commercial uses shall be permitted by the PUD during the Term of this Agreement as a matter of right without the requirement to obtain a variance or special use permit: [grocery stores and convenience stores; gasoline dispensing facilities and fueling centers (gas station); restaurants including restaurants with drive-thru; commercial or retail business office; financial institutions; carwash.] 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 or from any "land use law" (as such term is defined in the Act) enacted, adopted or applied by the Town now or hereafter. 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 shall be effective on approval 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 necessitate 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:

- (1) Any substantial alteration to the list of permitted uses of the Property set forth in the PUD and per the underlying B-2 Zoning District classification, as deemed to be substantial by the Community Development Director;

(2) Any substantial change in the development standards except as otherwise allowed by the PUD.

5. Regulation of Development.

(a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(d) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property for the term of this Agreement, 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 based on standards generally applicable to land located within the Town:

(i) rules which 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;

(iv) technical codes adopted by the Town pursuant to Florence Development Code Section 4-556, 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 Uniform 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) Various Matters.

(i) Development Impact Fees. The Town's Development Impact Fees that shall be imposed upon the Property shall be the fees then in effect and applicable at the time the annexation was filed (Exhibit "C"), unless a lesser fee is applicable at the time a building permit is issued by the Town. No additional Development Impact Fee categories shall apply to the Property during the term of this Agreement.

(ii) Construction Sales Tax. The Town's tax that shall be generated from construction contract activities occurring on the Property shall be the sales tax in effect and applicable at the time of annexation (4%) unless a lesser construction sales tax is applicable at the time a building permit is issued by the Town.

(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.

(e) Hunt Highway. The Town shall cooperate with the Owner and occupants of the Property to obtain appropriate legal access, as generally shown on Exhibit B, which may be amended, to the roadway abutting the Property known as Hunt Highway.

(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 superceded 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) Signal. In the event a traffic signal is required for the Property, the cost of the signal shall be shared proportionally based on the results of a Transportation Impact Analysis. The cost shall be paid on the installation of the signal by each of the applicable property corner owners even if there is a deferral of the date on which the traffic signal becomes warranted and operational.

6. Plat and Permit Approval.

(a) The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformance 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.

(b) No right-of-way dedication or acquisition shall be required by the Town in connection with the annexation of the Property. If development plans necessitate additional right-of-way, the Town will request the dedication of right-of-way. If the right-

of-way is not transferred to the Town at no cost, Owner agrees to sell the land to the Town.

7. Vested Rights. The Town agrees that, for the term of this Agreement, Owner shall have the right to develop the Property in accordance with this Agreement, the PUD, the zoning designation and the Town's General Plan.

8. Infrastructure/Development Impact Fees Credits.

(a) The construction and installation of public 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 the 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. The Infrastructure cost shall be fully credited against the impact fee obligations of Owner and the Property including any occupant thereon.

(b) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair of the Infrastructure to the Town or for purposes of starting the one-year 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.

(c) So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of this Agreement, 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 a one-year warranty for such Infrastructure, as provided in this Agreement. Subject to the terms of this Agreement, Owner, at no cost to Town, shall grant customary perimeter public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which easements shall be located adjacent to or in other public and private rights-of-ways or easements.

(d) Owner shall assign to Town on a nonexclusive basis all warranties from its contractor regarding all Infrastructure. Regardless of the assignment of warranties, 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.

(e) Owner agrees during its ownership of the Property to maintain all property landscaping installed by Owner within the public easements and rights-of-way located on the Property and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more property owners associations ("*POA*") provided such POA is legally bound to such property landscaping maintenance obligation and has adequate financial ability, acceptable to the Town, to bear such obligation. Once the Town has consented to the assignment of this obligation to an POA, Owner shall be relieved of any further obligation to maintain the property landscaping.

9. Plans Submittal. Owner shall submit all plat 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. Town, at its discretion, may provide expedited development review processes upon the request of Owner. The fee for such expedited review shall be double the then existing fee.

10. 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.

11. 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.

12. Expedited Decisions. The implementation of the PUD shall be in accordance with the development review process of the Town. The Town and the Owner agree that the Owner must be able to proceed rapidly with the development of the Property. Accordingly, the parties agree that if at any time the Owner believes that an impasse has been reached with the Town Staff on any issue affecting the Property, the Owner shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this Paragraph.

If the issue on which an impasse has been reached is an issue where a final decision can be reached by the Town Staff, the Town Manager shall give the Owner a final decision within ten (10) days after Owner's request for an expedited decision. In the event Owner disagrees with said final decision, the matter will be resolved in accordance with Paragraph 13(c). If the issue on which an impasse has been reached is one where a final decision requires action by the Town Council, the Town Manager shall be responsible for scheduling a Town Council hearing on the issue for the first Town Council hearing to occur after Owner's request for an expedited decision. Both parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

13. Non-Performance; Dispute Resolution.

(a) Non-Performance; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from another Party shall constitute a non-performance under this Agreement. If the non-performance is of a nature which is not capable of being cured within thirty (30) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged non-performance and the manner in which the non-performance may be satisfactorily cured. In the event of a non-performance hereunder by any Party, the other Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

(b) 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.

(c) 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.

14. Arbitration. If the mediation procedure set forth in Paragraph 13(c) 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 14. 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 14 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 14(f) and 14(i), 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 Arizona Rules of Civil Procedure Article V (Depositions and Discovery) Rules 26 through 37 inclusive, shall apply except as limited herein:

- i. No more than one (1) four (4) hour deposition of each party may be taken;
- ii. Each party shall be limited to (1) expert witness per claim or cause of action;
and
- iii. Discovery shall be completed on, and no further discovery shall be permitted after ninety (90) days from the date of the filing of the first demand for arbitration.

(f) 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 14(b), 14(f) and 14(i) and reasonable attorneys' fees and reasonable costs to the prevailing party.

(g) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.

(h) 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 thirty (30) 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 thirty (30) days after demand, then the other party may either utilize the arbitration process set forth in this paragraph 14 (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.

(i) 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.

(j) 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.

(k) 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.

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 may be assigned to one or more homeowners associations 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 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. Town's Failure to Perform. If the Town does not allow the subject property to be developed in accordance with PUD, the Development Agreement or the preliminary plats, then the Owner shall be entitled to petition a court of competent jurisdiction to (1) specifically enforce the provisions of this Agreement; or (2) to pursue any other remedy allowable in equity which action shall not be subject to the limitations set forth in paragraph 14. The Town shall remain responsible to the fullest extent permitted by law for any damages arising from Town's failure to perform any of its obligations hereunder. The remedies hereunder are cumulative and concurrent and may be pursued singly, successively or together, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

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

mutual termination by the parties, or (iii) ten (10) years from the date of recordation of this Agreement.

27. 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, including its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys fees.

28. 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, CG20101185 (October 2001 version). So long as Owner or its parent company maintains a tangible net worth of at least One Hundred Million Dollars (\$100,000,000.00), the insurance requirements of this paragraph 28 may, at Owner's option, be satisfied through a program of self insurance.

(b) 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, officers, officials and employees from and against all out-of-pocket 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 attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), arising out of or alleged to have resulted from the Owner's acts or omissions relating to any action or inaction of the Owner under this Agreement. The Town shall remain responsible to the

fullest extent permitted by law for any acts or omissions of the Town, its Council members, officers, officials and employees.

i. 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.

ii. The indemnity provisions of this Agreement shall survive the termination of this Agreement for a period of three (3) years except this indemnity shall not survive any termination pursuant to Section 2 above.

29. Excused Delay in Performance. In addition to the specific provisions of this Agreement, for a period of time equal to the period of the Force Majeure delay, untimely performance by any Party or its successors hereunder shall not be deemed to be a default where delays or inability to perform are due to war, insurrection, strikes, slowdowns, lockouts, riots, floods, earthquake, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, severe weather, inability (when the Party which is unable to perform is substantially without fault) of any contractor, subcontractor or supplier to perform acts of the other Party, acts or the failure to act of any utility, public or governmental agent or entity other than the Town and/or other causes beyond the reasonable control of the Party or its successors. In the event that a Party or its successors is unable to perform due to an event constituting Force Majeure as provided for above, and such excused delay is the proximate cause of such Party being unable to timely perform in accordance with the terms of this Agreement, then the time for performance by that Party shall be extended as necessary for a period of time up to the period of the Force Majeure delay. Any Party who is unable to timely perform due to an event constituting Force Majeure shall use reasonable good faith efforts to notify the other Parties not later than 30 days after such Party knows of the occurrence of an event constituting Force Majeure; provided; however, that any Party's failure to notify the other of the occurrence of an event constituting Force Majeure shall not alter, detract from or negate its character as an event constituting Force Majeure or result in the loss of any benefit or right granted to the delayed Party under this Agreement.

30. No Title Encumbrance. Notwithstanding the fact that this Agreement is being recorded in the Official Records of Pinal County, it is intended that this Agreement shall not be an encumbrance upon the title of any person purchasing or owning a portion of the Property, and that the terms and conditions of the Agreement are not covenants running with the land and that no person is bound by (or entitled to) the burdens and benefits of this Agreement unless the burdens are expressly assumed by or the benefits are expressly assigned to that person. The burdens of this Agreement shall not be binding upon any purchaser of a parcel, any lessee of a portion of the Property and any lender whose loan is secured by the Property or any portion thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

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 Pinal)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____, Mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, and being authorized to do so executed the forgoing instrument on behalf of the Town for the purposes therein stated.

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

Notary Public

My Commission Expires:

SMITH'S FOOD AND DRUG CENTERS, INC., an Ohio Corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____, of _____, an Ohio Corporation, and being authorized to do so executed the foregoing 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 - Land Use Plan

Exhibit C - Development Impact Fees

EXHIBIT A
LEGAL DESCRIPTION – PARCEL 2
(LOT# 4)



A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING A 1928 GLO BRASS CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 10 BEARS N00°11'14"W, A DISTANCE OF 2636.06 FEET, SAID POINT BEING A 1928 GLO BRASS CAP;

THENCE N00°11'14"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 529.20 FEET;

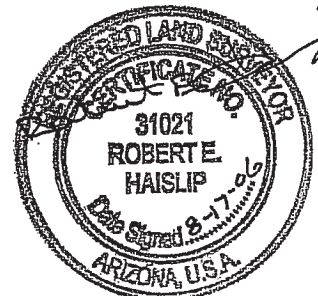
THENCE S89°48'46"W, A DISTANCE OF 190.22 FEET;
THENCE S89°34'14"W, A DISTANCE OF 561.37 FEET TO THE POINT OF BEGINNING;

THENCE S89°34'14"W, A DISTANCE OF 241.59 FEET;
THENCE N00°12'59"W, A DISTANCE OF 368.30 FEET;
THENCE N37°38'44"W, A DISTANCE OF 59.70 FEET;
THENCE N00°01'34"W, A DISTANCE OF 33.83 FEET;
THENCE N52°21'27"E, A DISTANCE OF 151.87 FEET;
THENCE S37°38'33"E, A DISTANCE OF 35.28 FEET;
THENCE N52°21'27"E, A DISTANCE OF 68.34 FEET;
THENCE S37°38'33"E, A DISTANCE OF 5.90 FEET;
THENCE N52°21'16"E, A DISTANCE OF 124.62 FEET;
THENCE N18°22'56"W, A DISTANCE OF 90.74 FEET;

THENCE N52°21'27"E, A DISTANCE OF 420.77 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE HUNT HIGHWAY, SAID LINE BEING PARALLEL TO AND 55 FEET SOUTHWESTERLY OF THE EXISTING PAVEMENT CENTERLINE OF THE HUNT HIGHWAY;

THENCE S37°38'53"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 442.96 FEET;

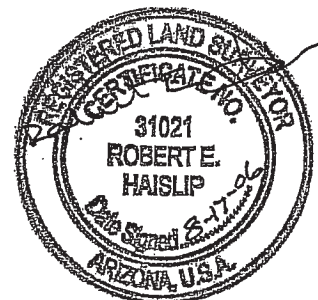
THENCE S52°21'16"W, A DISTANCE OF 73.46 FEET;
THENCE N37°38'44"W, A DISTANCE OF 10.00 FEET;
THENCE S52°21'16"W, A DISTANCE OF 164.59 FEET;
THENCE S37°38'44"E, A DISTANCE OF 49.00 FEET;
THENCE S52°21'27"W, A DISTANCE OF 217.57 FEET;
THENCE S37°38'33"E, A DISTANCE OF 37.18 FEET;
THENCE S52°21'16"W, A DISTANCE OF 137.16 FEET;
THENCE S37°38'44"E, A DISTANCE OF 17.03 FEET;
THENCE S07°38'44"E, A DISTANCE OF 38.53 FEET;



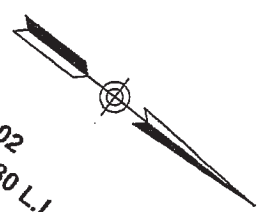
PARCEL 2 CONTINUED
(LOT# 4)

THENCE S52°21'27"W, A DISTANCE OF 235.61 FEET TO THE POINT OF
BEGINNING.

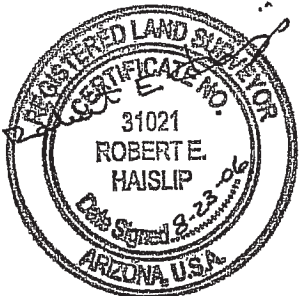
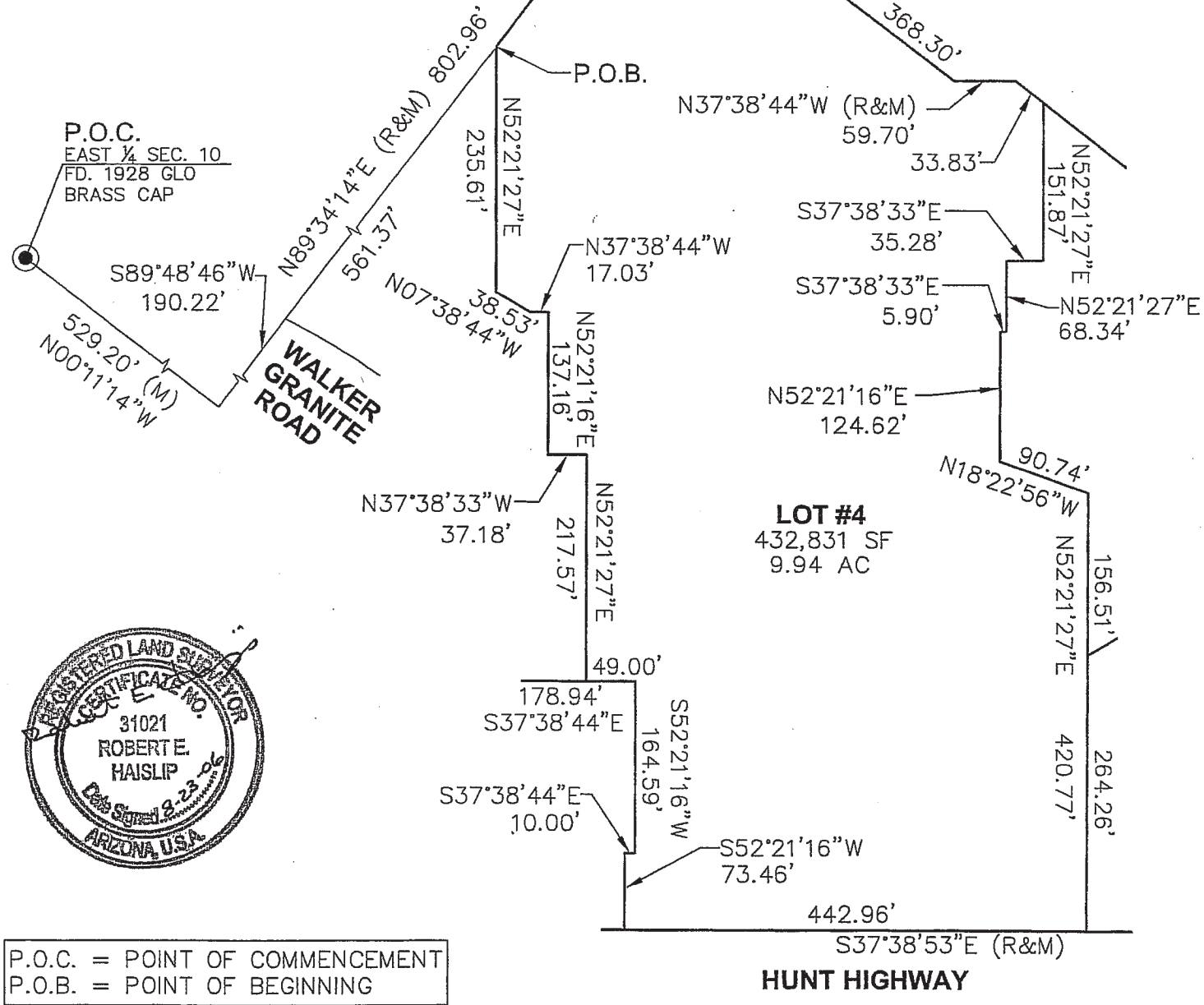
CONTAINING 432,831 SQUARE FEET OR 9.94 ACRES, MORE OR LESS.



APN# 200-25-002
 OWNER: MAGIC LAKE 80 L.L.C.
 07-31-2004



P.O.C.
 EAST 1/4 SEC. 10
 FD. 1928 GLO
 BRASS CAP



P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING


SHEET: 1 OF: 1	DRAWN: LLB	PARCEL 2 EXHIBIT	 can-am engineering geomatics 1423 S. Higley Rd., Suite 122 Mesa, AZ 85206
	CHECKED: REH		
	DATE: 8-23-06	MAGIC RANCH PINAL COUNTY	
	SCALE: 1"=150'		
	PROJ. #: 2005-0002		
	FILE:		

EXHIBIT B

CONCEPTUAL PLAN FOR:

LOOKOUT MOUNTAIN

Engineer:



united engineering group

4505 E. Chandler Blvd., Suite 170, Phoenix, AZ 85049 480-705-5372

Planner/prepared by:

Drifting Sands Design

Urban and Environmental Land Planning & Landscape Design
Pos office Box 24262 * Tempe, Arizona 85285 * 480-927-9208



KURT D. REED ASSOCIATES, INC.
7400 E. McDonald Drive, Suite 101
Scottsdale, AZ 85260
Ph: 480.941.1440
www.kdra.com
Job No. D42421

DATE: 10/3/2005

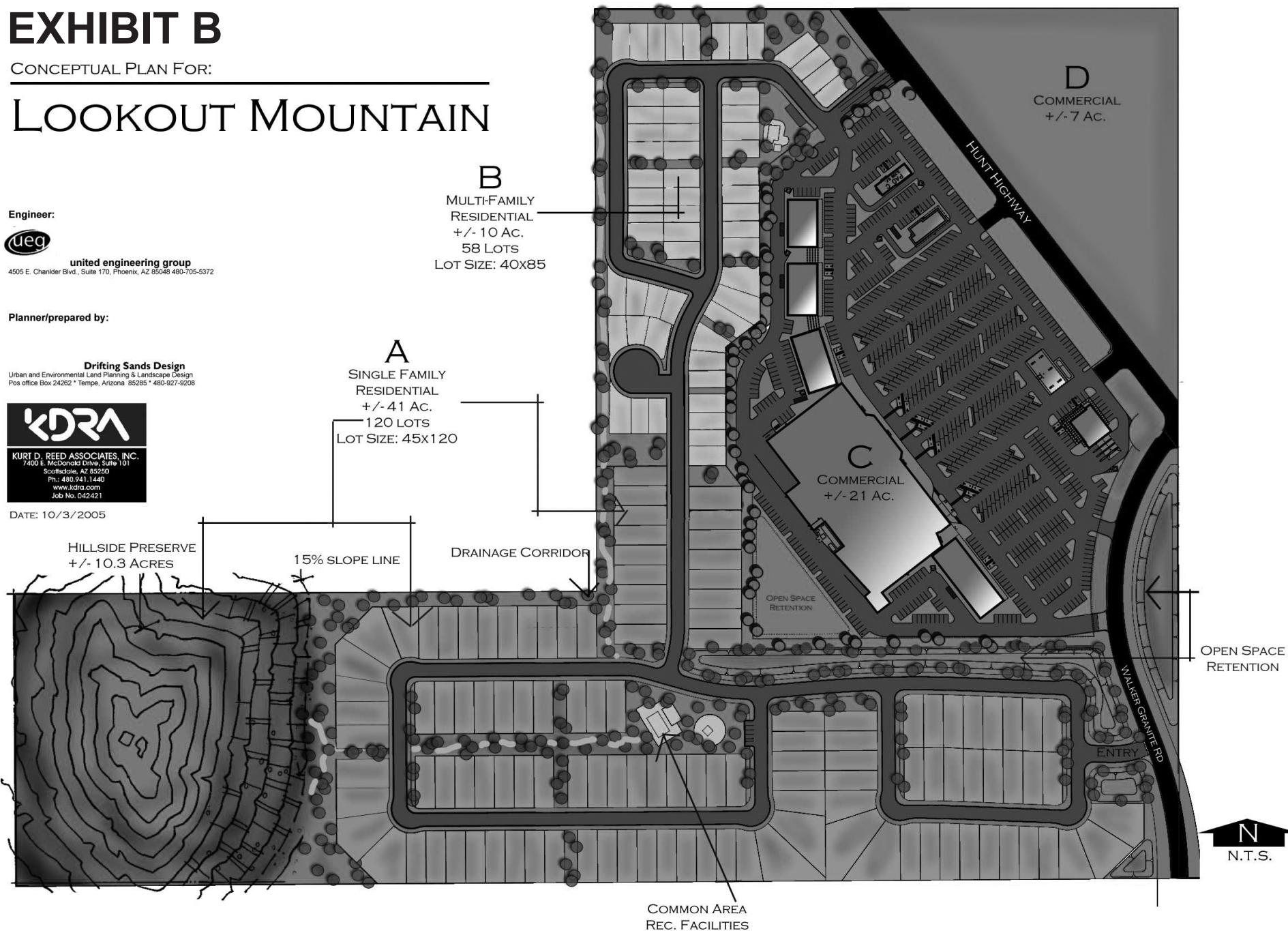


EXHIBIT C

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 COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: August 18, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1475-14: Pre-Annexation and Development Agreement with General Hunt Properties, Inc., an Arizona Corporation.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1475-14, entering into a Pre-Annexation and Development Agreement with General Hunt Properties, Inc., an Arizona corporation.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of approximately 9.59 acres located within the pending Magic Ranch annexation. The site is located along the Hunt Highway corridor within the Magic Ranch community. The parcels include portions of the Magic Ranch golf course, as well as the clubhouse and maintenance facilities for the golf course.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and ensures that the owner can continue to maintain currently permitted and developed land uses.

RECOMMENDATION:

Motion to adopt Resolution No. 1475-14, entering into a Pre-Annexation and Development Agreement with General Hunt Properties, Inc., an Arizona corporation.

ATTACHMENTS:

Resolution No. 1475-14
General Hunt Properties, Inc. PADA

When recorded, return to:

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

RESOLUTION NO. 1475-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH GENERAL HUNT PROPERTIES, INC., AN ARIZONA CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “GENERAL HUNT PROPERTIES, INC.”).

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, General Hunt Properties, Inc., the “Owner”, plans to annex approximately 9.59 acres located as legally described on Exhibit “A” attached hereto (the “Property”) into the town limits of Florence; and

WHEREAS, the Master Plan for the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence 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 Property, including the acceptance of the development Master Plan, duration of the Pre-Annexation and Development Agreement, the permitted uses of the Property and the density and intensity of such uses and other matters related to the development, redevelopment and/or ongoing use 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 the terms and conditions for the annexation and development, redevelopment and/or ongoing use of approximately 9.59 acres 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 18th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

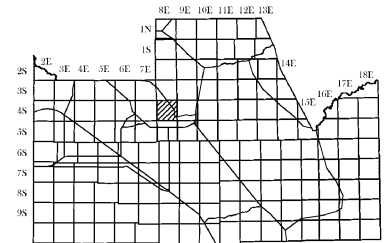
Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

SEC. 11 TN.4S RG.8E

200-24_4

LOCATION MAP



THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE.
SURVEYS & SUBDIVISION PLATS ARE ON FILE
WITH THE PINAL COUNTY RECORDERS OFFICE.

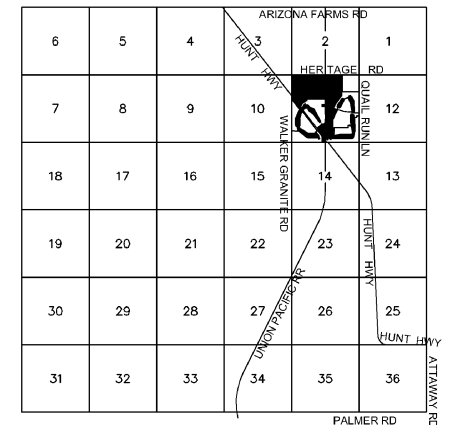
GOLF COURSE
UNDER PARCEL 200-24-090

SCALE: 1" = 600'

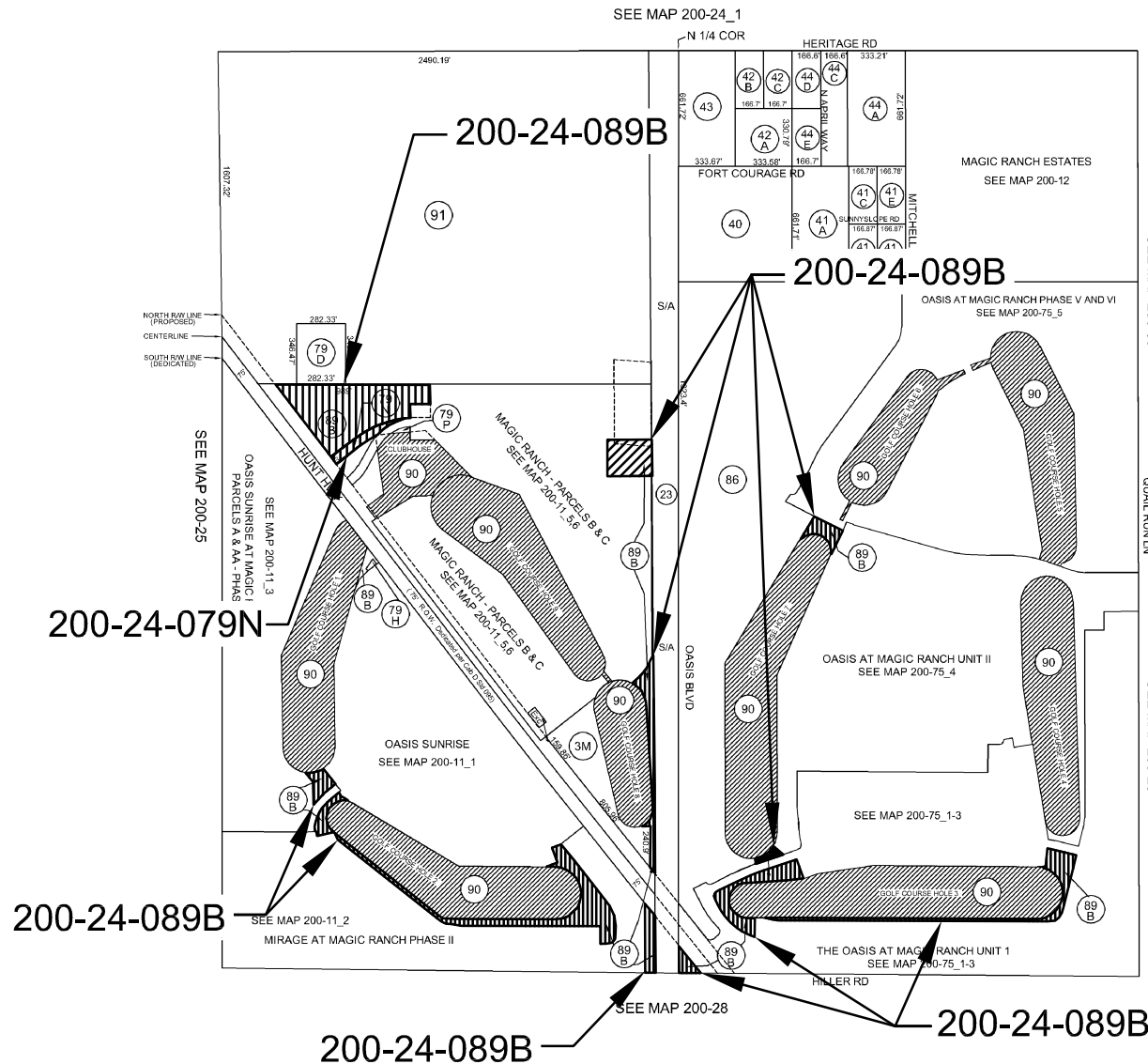
UPDATED BY: DN
02-14-2008



VICINITY MAP



PINAL COUNTY ASSESSORS MAP



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
GENERAL HUNT PROPERTIES, INC.**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

GENERAL HUNT PROPERTIES, INC., an Arizona corporation

DATE: August __, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION
GENERAL HUNT PROPERTIES, INC.
PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of August, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and GENERAL HUNT PROPERTIES, INC., an Arizona corporation (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 (Tax Parcel Nos. 200-24-079N and 200-24-089B) more particularly depicted on Exhibits “A” and “B” 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 Magic Ranch PAD, the Land Use Plan of 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; (iv) zoning under the Town of Florence Magic Ranch PUD comparable to that under the existing Pinal County Magic Ranch PAD; (v) all (a) existing uses and activities of the Property, including the uses and activities described in Exhibit “D” attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD; and (vi) 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 Zoning Districts including the uses shown in Exhibit “B” 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.

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"). The Annexation Petition shall contain a provision requiring, upon Owner's written request, the immediate rescission and termination of the Annexation Petition by the Town if: (a) any person or entity files any protest, appeal, referendum, litigation or other petition (including but not limited to, any petition filed pursuant to A.R.S. § 9-471(C)) challenging the validity or approval of the Annexation Petition; (b) the Town does not, at the same Town Council meeting in which the Annexation Petition is adopted, approve the PUD plan; (c) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of the PUD plan; or (d) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of this Agreement. 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") zoning designation allowing underlying land usage consistent with Town of Florence Zoning Districts, including the land usage contained within the existing Pinal County Magic Ranch PAD as shown in Exhibit "B." All land uses in the existing Pinal County Magic Ranch PAD are allowed as well as those in the Town of Florence Code for comparable zoning. All (a) existing uses and activities of the Property, including the uses and activities described in Exhibit "D" attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with all uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD shall be permitted for the Property.

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 residential density 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.

5. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(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.

6. 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. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County and consistent with the PUD shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per Paragraph 8 and/or subdivision improvements are completed and accepted by the Town.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Arbitration. If the mediation procedure set forth in Paragraph 12(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 13. 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 13 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 13(e) and 13(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 13(b), 13(g) and 13(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. Notwithstanding anything in this Agreement to the contrary, if either party objects to the arbitrator(s) award, then such party may within fifteen (15) days after the date of the award 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 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 12 and 13 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Good Standing; Authority. Each of the parties and their assigns represents and warrants (and will represent and warrant) to the other that: (i) it is duly formed and validly existing limited liability company 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 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: General Hunt Properties, Inc.
5230 E. Shea Boulevard, Suite 200
Scottsdale, Arizona 85254
Attn: George H. Johnson, President

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.

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) fifteen (15) 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. 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.

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

**GENERAL HUNT PROPERTIES, INC., an
Arizona corporation**

By: _____
George H. Johnson

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Pre-Annexation and Development Agreement for _____ was acknowledged before me this ____ day of August, 2014, by George H. Johnson, President of General Hunt Properties, Inc., an Arizona corporation, and being authorized to do so executed the foregoing instrument on behalf of the company for the purposes therein stated.

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

My Commission Expires:

Notary Public

EXHIBITS

Exhibit A – Depiction of Property (Assessors Map)

Exhibit B – Depiction of Property (Magic Ranch PAD Land Use Plan)

Exhibit C – Magic Ranch PAD Land Use Plan

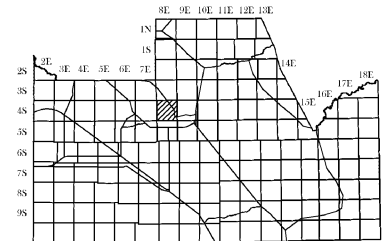
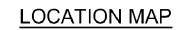
Exhibit D – Uses and Activities

EXHIBIT “A”

Depiction of Property (Assessors Map)

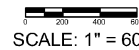
SEC. 11 TN.4S RG.8E

200-24_4



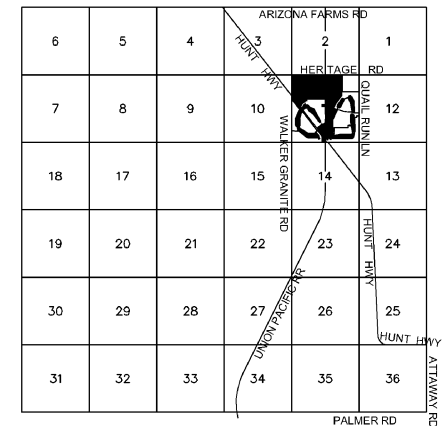
THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE.
SURVEYS & SUBDIVISION PLATS ARE ON FILE
WITH THE PINAL COUNTY RECORDERS OFFICE.

 **GOLF COURSE**
UNDER PARCEL 200-24-090

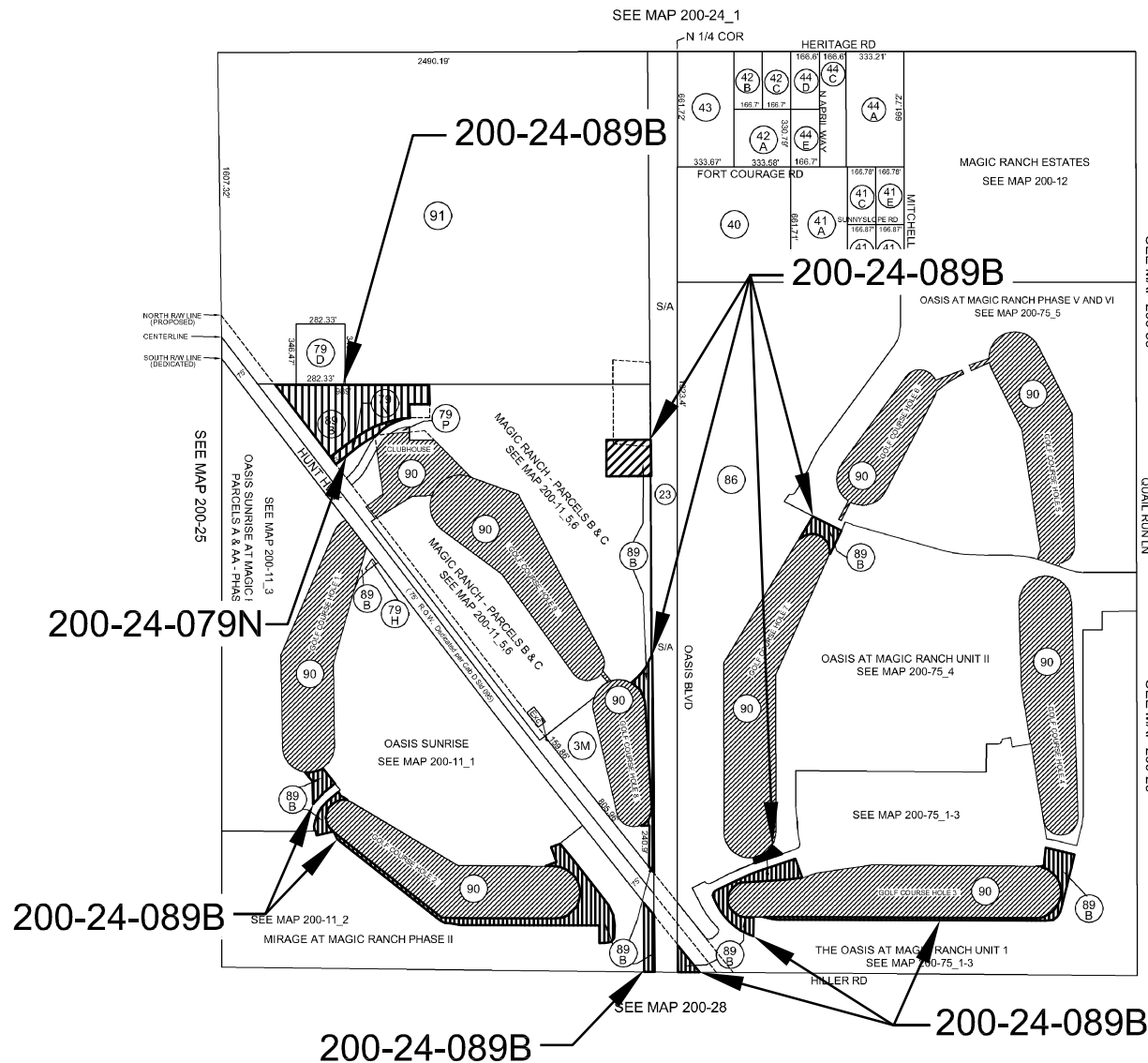


SCALE: 1" = 600'

UPDATED BY: DM
02-14-2008

VICINITY MAP

PINAL COUNTY ASSESSORS MAP



The WLB Group **WLB**

EXHIBIT "A"

8.11.2014
WLB No. 111057-A-003
NTS



EXHIBIT “B”

Depiction of Property (Magic Ranch PAD Land Use Plan)

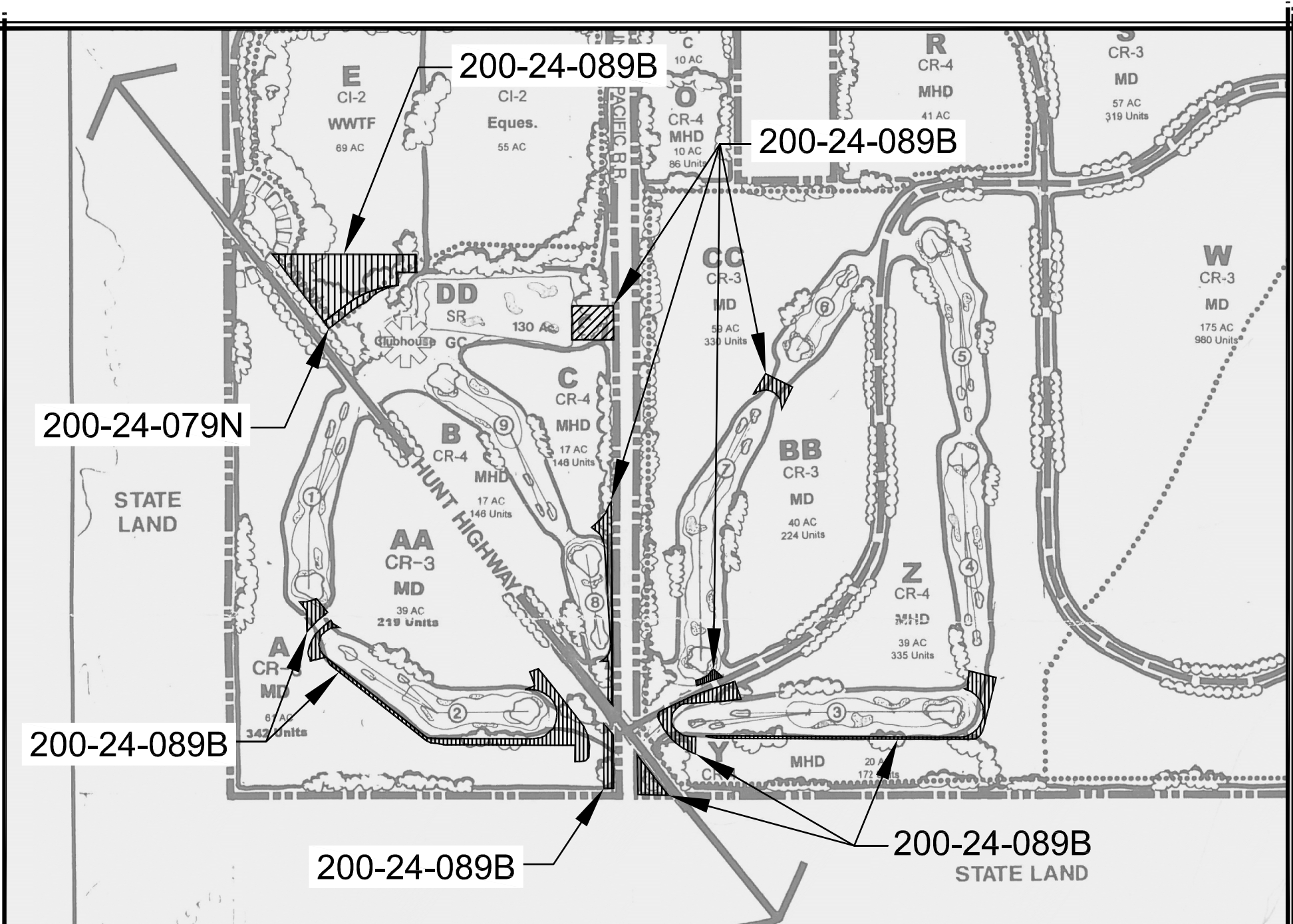
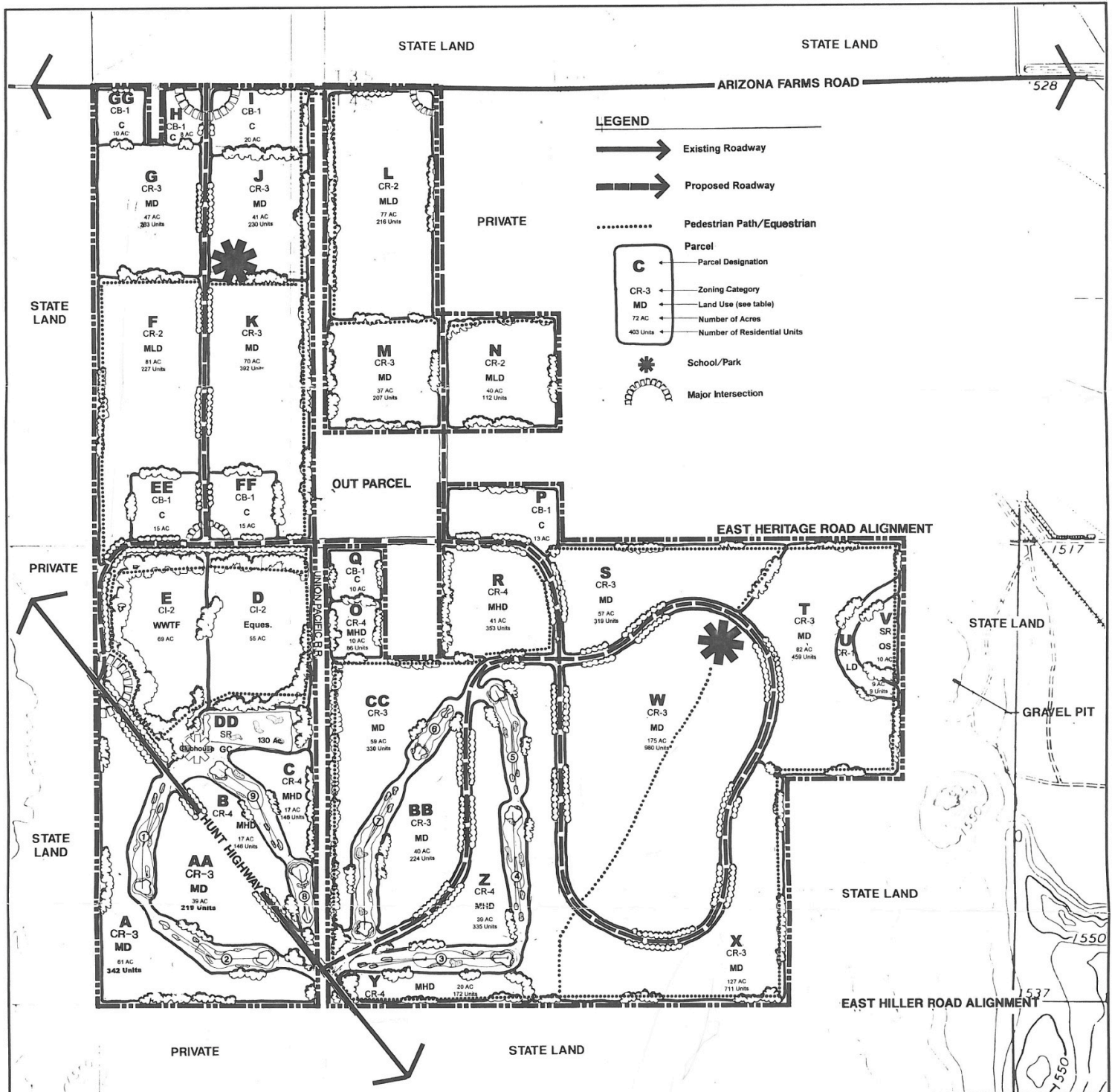


EXHIBIT “C”

Magic Ranch PAD Land Use Plan

Exhibit C



LAND USE PLAN

LAND USE TABLE

Land Use	Land Use Description	Proposed Zoning (RMS)	Residences per Acre	Target Units	Gross Acreage	Total Units
LD	Low Density Residential	CR-1	0.5 - 1.5	1.0	9	9
MLD	Medium Low Density Res.	CR-2	1.0 - 4.0	2.8	198	555
MD	Medium Density Residential	CR-3	4.1 - 7.0	5.6	835	4676
MHD	Medium High Density Res.	CR-4	7.1 - 10.0	8.6	144	1238
C	Commercial	CB-1			91	
GC	Golf Course	SR			130	
OS	Natural Open Space	SR			10	
EQ	Equestrian Center	CI-2			55	
WWTF	Waste Water Treatment Fac.	CI-2			89	
					1541	6476

Magic Ranch

WLB JOB #297036A-001

The WLB Group

Engineering, Planning, & Surveying
Land Use & Transportation Planning
1111 N. Main Street, Suite 100
Fresno, CA 93701

EXHIBIT “D”

Uses and Activities

EXHIBIT D

G. INDUSTRIAL DEVELOPMENT STANDARDS

The Industrial Zone use category, CI-2, is for those areas designated as the Wastewater Treatment Facility and the Equestrian Center. In the case of this PAD, the Equestrian Center acts as a buffer to the Wastewater Treatment Facility for the residential and commercial areas within Magic Ranch.

Permitted Uses:

- Any use permitted in Section 1501-b (CB-1 Local Business Zone), Sections 1601-b and c (CB-2 General Business Zone), and Section 1701-b through e (CI-1 Light Industry and Warehouse Zone) of the Pinal County Zoning Ordinance.
- Airport or landing field, commercial subject to the following conditions set forth in Sub-section 601-j of the Pinal County Zoning Ordinance.
- Accessory building or use when located on the same building site.
- Any other type of commercial or industrial use provided that prior to any such use of any property, the applicant shall obtain an Industrial Use Permit from the Board of Supervisors.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal.
- The uses covered by this sub-section include but are not limited to:
 - Auto wrecking, junk yard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than 6 feet in height.
 - Commercial cattle feeding yard or sales or auction yard.
 - Dirt, soil, clay, sand, rock, stone or gravel pit or yard.
 - Petroleum products stored above ground, except in quantities of less than 1,000 barrels.
 - Racetrack or sports stadium, except for contests between human beings only.



- Rifle range, including pistol range, if not within an enclosed building.
 - Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products.
 - Sandblasting.
 - Sewer farm or sewage disposal, not operated under the control of the Board of Supervisors, a Municipality, or a sanitary district.
- Maximum Building Height: 35 feet.
 - Minimum Lot Area: None.
 - Minimum Lot Width: None.
 - Minimum Area per Dwelling Unit: None.
 - Minimum Front Yard: 30 feet.
 - Minimum Side Yards: None.
 - Minimum Rear Yard: 50 feet.
 - Detached Accessory Buildings:
 - Permitted coverage: 40% of the required rear yard and any additional space within the buildable area.
 - Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.



F. SUBURBAN RANCH ZONE, SR

SR zoning covers those areas set aside as either natural open space or developed open space and include areas designated as Golf Course, School/Park/Community Centers and Utilities Areas within the PAD.

Permitted Uses

- Single-family dwelling unit on a 36,000 square foot lot. Any dwelling unit within the SR Zone shall be subject to the conditions of CR-1 zoning.
- Commercial agricultural uses:
 - Field crops, truck gardening, berry or bush crops, tree crops, flower gardening, nurseries, orchards, aviaries and apiaries.
 - The raising and marketing of poultry, rabbits and small animals, but no slaughtering of other than such raised on the premises.
 - The grazing and raising of livestock, except that not more than one hog, weighing more than 50 pounds, may be kept per commercial acre.
- Guest ranch, in accordance with Article 19, Guest Ranch Regulations (Pinal County Zoning Ordinance).
- Church, providing the minimum off-street parking requirements, as set forth in Article 21 of the Pinal County Zoning Ordinance, are met.
- Professional or semi-professional office or studio, home occupation, and the employment of persons not residing on the premises.
- Accessory buildings, structures or uses.
- A stand not more than 200 square feet in area for the sale of farm products grown or produced on the premises provided said stand is not closer than 10 feet to any street lot line and not closer than 20 feet to any other lot line.
- Refreshment stand.
- Club: private, social, or recreational.
- Auction, public.
- Feed, tack and apparel store.



- College, community service agency, governmental structure, library, museum, playground or athletic field, public or private school, provided that said use shall be located on a site of not less than 10 acres, that the improvements shall occupy not more than 30 percent of said site, that no playground or athletic field be located closer than 100 feet to any property line, and that all roads and parking areas be surfaced with a material which will minimize the creation of dust.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal. (It is intended that the parcel labeled as Equestrian Center (SR) shall be used as communal stable and riding facilities for any residential units located within the SR district.)
- Hospital, clinic, dispensary or sanatorium, provided that the building site is not less than four commercial acres, that any buildings occupy not more than 30 percent of the building site, and are located at least 50 feet from any boundary line of the site, and that the applicant for the permit shall provide the Zoning Inspector with the written consent of 75 percent of the owners, by number and areas, of property within 300 feet of the building site.
- Resort hotel, provided the site contains not less than 10 acres, that the buildings occupy not more than 30 percent of the area of the building site, and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of 51 percent of the owners, by number and area, of property within 300 feet of the building site for which permit is sought.
- Veterinary hospital or kennels, provided the site is not less than 5 acres in area, that no building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone; and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of at least 75 percent of the owners, by number and area, of property within 300 feet of the building site for which the permit is sought.
- Utility Infrastructure Yards.
- Golf course, other than miniature, in private ownership, but open to the public, provided that the use be located on a site of not less than 15 acres, that no building be located nearer than 10 feet to any boundary of the site; that the course shall have not less than 9 holes. Golf courses include customary clubhouse and appurtenant facilities (temporary and permanent).
- Earth stations.



- Fire stations.
- Gas metering and control stations, public utility.
- Golf driving ranges.
- Gymnasiums.
- Parks, playgrounds and play-fields with all appurtenant facilities customarily found in conjunction therewith.
- Recreation clubs, commercial, including tennis, polo, swimming and similar outdoor recreational activities together with appurtenant clubhouses.
- Riding trails, bikeways and hiking trails, excluding trails for motor vehicles.
- Swimming pools.
- Tennis, volleyball, badminton, croquet, lawn bowling and similar courts
- Roadways, both public and private, may cross through the connecting corridor between the green and tee areas in a golf course.
- Parks, playgrounds and multi-use fields with all appurtenant facilities customarily found in conjunction therewith.
- Accredited schools, kindergarten through grade 6 including appurtenant facilities which offer instruction required to be taught in the public schools.
- Temporary activities sponsored by a non-profit organization or charitable use and approved by school authorities.

Accessory Uses

- Debris basins.
- Easements for utility lines, public or private.
- Grading projects, offsite transport.
- Signs, as provided in Section IV-F of the Design Guidelines, herein.
- Maintenance and storage areas necessary for permitted use.



- Building materials, storage of, used in the construction of a building or building project.
- Easements for utility lines, public or private.
- Offsite grading.
- Parking lots.
- Storage, temporary, of materials and construction equipment used in construction or maintenance of streets and highways, sewers, storm drains, underground conduits, flood control works, pipelines and similar uses for a period not to exceed one year.

Uses Subject to Use Permits

The following uses, provided a special use permit has first been obtained and while such permit is in full force and effect in conformity with the conditions of such permit for:

- Archery ranges.
- Health clubs or centers.
- Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare in addition to those specifically listed in this section.
- Sewage treatment plants, pumping stations, tanks and any use normal and appurtenant to the collection, treatment and disposal of sewage.
- Water reservoirs, dams, treatment plants, gaging stations, pumping stations, tanks, wells and any use normal and appurtenant to the storage and distribution of water.
- Amphitheaters.
- Amusement rides and devices, including merry-go-rounds, ferris wheels, swings slides, rebound-tumbling and similar equipment for longer than seven days in any six month period.
- First aid stations.
- Menageries, zoos, animal exhibitions or other facilities for the keeping or maintaining of wild animals.



- Park and ride lots.
- Skating rinks, ice or roller.
- Stations, bus and taxi.
- Maximum Building Height: 2 stories or 30 feet.
- Minimum Lot Area: 144,000 square feet.
- Minimum Lot Width: None.
- Minimum Area per Dwelling Unit: 36,000 square feet
- Minimum Front Yard: 50 feet.
- Minimum Side Yards: 10 feet each.
- Minimum Rear Yard: 50 feet.
- Detached Accessory Buildings:
 - Permitted coverage: One-third of the total area of the rear and side yards
 - Maximum height: 20 feet
 - Minimum distance to main building: 7 feet
 - Minimum distance to front lot line: 100 feet
 - Minimum distance to side and rear lot lines: 4 feet if building is not used for poultry or animals; 100 feet if building is used for poultry or animals



Chapter 2.90 CB-1 LOCAL BUSINESS ZONE

Sections:

- 2.90.010 Uses permitted.
- 2.90.020 Site development standards.
- 2.90.030 Detached accessory buildings.

2.90.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone).

B. The following uses, which in any CB-1 zone shall be conducted wholly within a completely enclosed building unless otherwise specified and use operated as a store, shop or business, shall be a retail establishment and all products on the premises shall be sold at retail on the premises.

Antique store;

Apparel store;

Art needlework or hand-weaving establishment;

Art gallery or store;

Auto parking lot (within or without building) subject to the provisions of PCDSC 2.140.030;

Bakery;

Bank, safe depository or trust company;

Barber or beauty shop;

Bicycle shop (no sales or servicing of motor scooter or motorcycles);

Book, newspaper, magazine, stationery, art or drawing supply store;

Cafe, lunch room (provided no dancing is allowed and no alcoholic beverages sold except beer and wine);

Catering service;

Church;

Cigar store;

Cleaning, dyeing, laundry, collection agency;

Clinic;

Club or lodge (nonprofit);

Community service agency;

Confectionery store;

Custom dress making, millinery, hemstitching or pleating;

Custom weaving or mending;

Day nursery or child-care center;

Dealer in coins, stamps, or similar collector's items;

Delicatessen store;

Dental or medical laboratory;

Department store, variety store;

Drug store;

Dry goods or notions store;

Electric appliance store;

Florist shop;

Frozen food locker;

Furniture or house furnishing store;

Garage for public storage only;

Gasoline service station (incidental repairing only) subject to the provisions of PCDSC [2.140.070](#);

Gift, curio, novelty, toy or hobby shop;

Governmental structure;

Grocery, fruit or vegetable store;

Hardware store;

Hotel;

Ice cream store;

Ice station for packaged sales only;

Interior decorator;

Jewelry store or jewelry and watch repair;

Laundry and dry cleaning units provided the same occupy no more than 3,000 square feet of gross floor area;

Leather goods store;

Library, rental or public;

Liquor store for packaged sales only;

Meat, fish or dressed poultry market, provided no live poultry are kept on premises;

Messenger service;

Multigraphing, mimeographing, duplicating, addressographing;

Museum;

Music, phonograph or radio store;

Nursery, flower, plant or tree (within a building or enclosure);

Office: business, professional or semi-professional);

Photograph studio or photographic supply store;

Postal stations;

Pressing establishment;

Refreshment stand;

Religious rescue mission;

School, barber or beauty culture;

School, business;

School, dramatic;

School, handicraft, painting or sculpture;

Shoe store or shoe repair shop;

Sporting goods, hunting and fishing equipment store;

Station, bus or stage;

Tailor shop;

Taxi cab stand;

Taxidermist;

Theater, except drive-in or outdoor theater;

Water, telephone or telegraph distribution, installation or electrical receiving or distribution station (within or without a building) subject to the provisions of PCDSC [2.140.030](#);

Other similar enterprise or business of the same class, which in the opinion of the board of supervisors, as evidenced by resolution or record, is not more obnoxious or detrimental to the welfare of the particular community than the enterprises or businesses above enumerated.

C. Accessory building or use (not involving open storage), when located on the same building site.

D. Administrative, engineer, scientific research, design or experimentation facility, and such processing and fabrication as may be necessary thereto; provided, that all such operations be completely housed within buildings located on a site of not less than 10,000 square feet; that all such buildings shall be set back not less than 25 feet from any property line abutting a residential zone; that an off-street parking area be provided for all such vehicles incidental to said operation; and that one additional such parking space be provided for each three persons regularly employed on said premises; that a masonry wall or screened planting shall be erected and maintained on any property line directly abutting any residential zones; that there is no manufacturing or warehousing of goods for sale at wholesale or retail; and that any activity conducted on said premises shall be free of dust, noxious smoke, fumes, odors, or unusual vibrations or noise.

E. Restaurant or tea room, including a cocktail lounge or bar in connection therewith, upon condition that no outside door opens into the cocktail lounge or bar; and provided further, that the applicant for a permit shall provide the zoning inspector with written consent of 75 percent of the owners, by number and area, of property within 300 feet of the site for which the permit is sought.

F. One-family dwelling unit, conventional construction, or mobile home or manufactured home in conjunction with an established, permitted use. [Ord. 61862 § 1501].

2.90.020 Site development standards.

A. Building height: maximum height of any structure shall be 30 feet.

B. Minimum lot area: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

C. Minimum lot width: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 20 feet, which may be used to meet off-street parking requirements, or as part of off-street parking lot.

F. Minimum side yards: none for uses listed in PCDSC 2.90.010(B) through (F): seven feet each for residential uses.

G. Minimum rear yard: 25 feet, except as provided in PCDSC 2.150.200 for corner lot, which may be used to meet off-street parking requirements, or as a part of off-street parking lot.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.90.010(B) through (F): 14 feet between residence and business. [Ord. 61862 §§ 1502 – 1509].

2.90.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard area and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; two stories or 30 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 20 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1510].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.95 CB-2 GENERAL BUSINESS ZONE

Sections:

- 2.95.010 Uses permitted.
- 2.95.020 Site development standards.
- 2.95.030 Detached accessory buildings.

2.95.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone) and in PCDSC 2.90.010 (CB-1 local business zone).

B. Advertising sign, structure or billboard, subject to Chapter 2.145 PCDSC;

Amusement or recreational enterprise (within a completely enclosed structure) including billiard or pool hall, bowling alley, dance hall, gymnasium, penny arcade, shooting gallery, skating rink, sports arena;

Amusement or recreational enterprise (outdoor) including archery range, miniature golf or practice driving or putting range, games of skill or science, pony riding ring without stables, swimming pool or commercial beach or bathhouse, tennis court;

Auction, public (no animals);

Auditorium or assembly hall;

Auto rental garage;

Auto repair, mechanical or steam washracks, battery service (no body or fender work, painting or upholstery, except as incidental);

Bar, cocktail lounge, night club, tavern;

Baths (Turkish, Swedish, steam, etc.);

Blueprinting, photostating;

Boats, storage or rental;

Burglar alarm service;

Carpenter shop;

Cigar manufacturing (custom hand-rolled);

Cleaning establishment, if only two clothes cleaning units of not more than 40 pounds rated capacity, and using cleaning fluid which is nonflammable, and nonexplosive at temperatures below 138.5 degrees Fahrenheit;

Club: athletic, private, social, sport or recreational (operated for profit) except sports stadium or field;

Engraving, photo-engraving, lithographing;

Fortune telling;

Garage, public (for commercial use);

Juke box or coin machine business (limited to assembly, repair and servicing);

Laundry, steam or wet-wash;

Lumber yard, retail (provided no machinery is used other than a rip saw and cut-off saw);

Locksmith, tool or cutlery sharpening, lawnmower repairing, fix-it or handyman shop;

Massage establishment, reducing salon or gymnasium;

Mattress shop for repairing only (no renovating);

Merchandise broker's display, wholesale;

Motorcycle or motor scooter repair or storage;

Mortuary or embalming establishment or school;

Newspaper office;

Oxygen equipment, rental or distribution;

Pawn shop;

Piano repairing;

Plumbing, retail custom;

Printing or publishing;

Record recording studio or sound score production (no manufacturing or treatment of records);

Refrigeration installation or service;

School or college (operated as a commercial enterprise for dancing or musical instruction; industrial or trade school teaching operations or occupation permitted in this zone);

Sheet metal or tinsmith shop;

Sign painting shop;

Storage building;

Trade show, industrial show or exhibition;

Transfer or express service;

Upholstery shop;

Wallpaper sales, paper hanging.

C. Sale, rental or display of:

Airplanes or parts;

Automobiles, recreational vehicles, travel trailers, motorhomes, and trailers;

Barber's supplies or beauty shop equipment;

Butcher's supplies;

Clothing or accessories (wholesale);

Contractor's equipment or supplies;

Drugs or medical, dental, or veterinary supplies (wholesale);

Farm equipment or machinery;

Feed (wholesale);

Garage equipment;

Hardware (retail or wholesale);

Hotel equipment or supplies;

Household appliances, sewing machines, etc. (wholesale);

Machinery, commercial and industrial;

Monuments or tombstones (no wholesale);

Office equipment (safes, business machines, etc.) (wholesale);

Orthopedic appliances (trusses, wheelchairs, etc.);

Painting equipment or supplies (paint, varnish, etc.);

Pet (no boarding or hospital);

Plastic or plastic products (wholesale);

Plumbing, heating and ventilating fixtures or supplies;

Restaurant or soda fountain equipment or supplies;

Secondhand goods: personal, furniture, books, magazines, automobiles, but not secondhand auto parts;

Tents or awnings;

Trunks or luggage (wholesale);

Upholsterer's supplies;

Venetian blinds;

Window shades.

D. Light manufacturing or assembling incidental to retail sales from the premises; provided, that not more than 25 percent of the floor is occupied by businesses engaged in manufacturing, processing, assembling, treatment, installation and repair of products.

E. Wholesaling of products permitted in subsection C of this section unless specifically prohibited, with storage space not exceeding 1,500 square feet of floor area.

F. Cemetery or crematory; provided, that cemeteries for human remains shall be located on a site of not less than five acres and for animal pets not less than one acre, and that no crematory be erected closer than 500 feet from any boundary of said site adjoining property in a rural or residential zone.

G. Drive-in theater; provided, that the face of any projection screen be not visible from any county road or any street or route shown on the adopted map of major thoroughfares and proposed routes (Map C, PCDSC 2.15.020), which is within 500 feet of said screen; provided further, that the site for said theater shall consist of not less than 10 acres of land and be a single tract or parcel not intersected or divided by any street, alley or by property belonging to any other owners; that any lights used to illuminate the theater site shall be so arranged as to reflect the light away from adjoining property and streets; that the plans for said theater shall have been approved by the county engineer, indicating no undue traffic congestion, due to the location and arrangement of the theater, including the car rows and aisles and minimizing the danger of fire and panic; that acceleration and deceleration lanes shall be provided along the public thoroughfare adjacent to the entrance and exit of the theater, that parking space or storage lanes for patrons awaiting admission shall be provided on the site in an amount equal to not less than 30 percent of the vehicular capacity of the theater; that vehicular circulation shall be so designed and constructed as to permit only one-way traffic within the boundaries of the tract on which the theater is located; that emergency exits shall be provided; that sanitary facilities and the method of food handling shall be approved by the county health department; that definite plans for shrubbery and landscaping shall be presented to the zoning inspector and made a part of the permit; that the nearest point of the theater property, including driveways and parking areas shall be a least 750 feet from the boundary of a district zoned for

residential use; and provided further, that all other conditions of the zone are fully observed.

H. Racetrack or sports stadium, subject to the conditions set forth in PCDSC 2.20.010 (O), except the requirements for the filing of the consent of owners of adjacent property.

I. Radio or television tower or booster station, provided such tower is no closer to any boundary of said site than the height thereof.

J. Veterinary hospital or kennels, provided no such building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone.

K. One-family dwelling unit, conventional construction, mobile home, or manufactured home in conjunction with an established, permitted use. [Ord. 012010-AEO § 1; Ord. 61862 § 1601].

2.95.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none except for uses listed in PCDSC 2.95.010(F) and (G).

C. Minimum lot width: none.

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 15 feet.

F. Minimum side yards: none for uses listed in PCDSC 2.95.010(A) through (J); seven feet each for residential uses.

G. Minimum rear yard: 10 feet for uses permitted in PCDSC 2.95.010(A) through (J); 25 feet for residential use.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.95.010(A) through (K); 14 feet between residence and business. [Ord. 61862 §§ 1602 – 1609].

2.95.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1610].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.105 CI-1 LIGHT INDUSTRY AND WAREHOUSE ZONE

Sections:

- 2.105.010 Uses permitted.
- 2.105.020 Site development standards.
- 2.105.030 Industrial buffer required.
- 2.105.040 Detached accessory buildings.

2.105.010 Uses permitted.

- A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone) and in PCDSC 2.95.010(B) and (C) (CB-2 general business zone).
- B. One-family dwelling unit, conventional construction, or manufactured home or mobile home as watchman or caretaker's quarters in conjunction with an established, permitted use.
- C. Any of the following if conducted wholly within a completely enclosed building:
1. Manufacture, compounding, processing, packaging or treatment of: bakery goods, candy, cosmetics, dairy products, drugs and pharmaceutical products, soap (cold process only), and food products, except fish or meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils.
 2. Manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, broom corn, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair or bristles, horn, leather, paper, plastics or plastic products, precious or semi-precious metals or stones, shell textiles, tobacco, wax (paraffin, tallow, etc.), wood (excluding sawmill or planing mill), yarns, paint (not employing a boiling process).
 3. Manufacture of: glass, pottery or other similar ceramic products (using only previously prepared sand or pulverized clay and kilns fired only by electricity or gas), musical instruments, toys, novelties, rubber or metal stamps.
 4. Manufacture and maintenance of: electric and neon signs, billboards, commercial advertising structures and displays, sheet metal products, including heating or cooling and ventilating ducts and equipment, cornices, eaves and the like.
 5. Automobile or trailer assembling, painting, upholstering, rebuilding, reconditioning, sale of used parts, truck repair or overhauling, tire rebuilding or recapping, battery manufacture and the like.
 6. Blacksmith and welding shop or machine shop (excluding punch presses over 20 tons rated capacity, and drop hammer), foundry casting, electroplating and electro-winding lightweight nonferrous metals not causing noxious fumes or odors.

7. Laundry, cleaning or dyeing works, carpet and rug cleaning.
 8. Distribution plant, ice and cold storage plant, beverage bottling plant.
 9. Wholesale business, storage building or warehouse.
 10. Assembly of electrical appliances: radios and phonographs, including the manufacture of small parts only, such as coils, condensers, transformers, crystal holders and the like.
 11. Laboratory: experimental, photo or motion picture film, testing, medical and dental.
 12. Veterinary or cat or dog hospital or kennels.
 13. Poultry or rabbit killing incidental to a retail business on the same premises.
 14. Aircraft engine, engine parts and auxiliary equipment manufacturing.
 15. Manufacturing of search, detection, navigation, guidance, aeronautical and nautical systems and instruments.
 16. Manufacturing of plastics and resin, semiconductors and related devices, noncorrosive storage batteries, electrical and electronic equipment and components.
 17. Manufacturing of medical and dental equipment and supplies manufacturing.
 18. Medicinal and botanical manufacturing, excluding medical marijuana dispensaries, food establishments and off-site cultivation locations.
 19. Missile and space vehicle parts and auxiliary equipment manufacturing.
- D. Any of the following if conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid wall, compact evergreen hedge or uniformly painted board fence, not less than six feet in height.
1. Building material sales yard, contractor's equipment sales yard (only) or rental of equipment commonly used by contractors.
 2. Retail lumber yard, including only incidental mill work, feed yard.
 3. Draying, freighting or truck yard or terminal.
 4. Motion picture studio.
 5. Automobile or automotive body and fender shop.
 6. Public utility service yard.
- E. Accessory building or use when located on the same building site.

F. Airport, airstrip or landing field including airport operations and air traffic control; provided, that runways shall be no closer than 600 feet from any boundary of a site of not less than 160 acres.

G. 1. Gasoline or flammables bulk station, provided said products, gasoline, or petroleum shall not be stored in tanks of more than 10,000 gallons capacity each, located not less than 25 feet from building or lot line and no closer than 100 feet to a residential zone.

2. Liquefied petroleum gases (LPG) bulk station shall be designed, constructed and maintained in compliance with provisions of National Fire Protection Association NFPA Standards No. 58.

H. Heavy truck storage, repair, service, staging and point of operation for trucking operations and their accessory equipment. [Ord. PZ-C-003-12 § 6; Ord. 011812-ZO-PZ-C-007-10 § 8; Ord. 61862 § 1701].

2.105.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

F. Minimum side yards: none, except as provided in PCDSC [2.105.030](#).

G. Minimum rear yard: 10 feet, except as provided in PCDSC [2.105.030](#). [Ord. 61862 §§ 1702 – 1708].

2.105.030 Industrial buffer required.

Where industry adjoins, faces or confronts residential property or a major or secondary thoroughfare, such industrial use shall provide a yard of not less than 10 percent of the lot depth or width on the side or sides abutting, facing or confronting said uses, but such yard need not exceed 50 feet unless a greater depth or width is required by the general setback provisions of this title, or general or special setback provisions of any existing setback ordinance. Such yard shall be improved with one or more of the following:

A. Landscaping.

B. Parking lot, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped; and a decorative screening device of opaque fencing, walls, landscaped earth berms or any combination thereof, shall be installed between the landscaped area and the parking lot, to a minimum height of three feet.

C. Recreational space for employees, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped. [Ord. 61862 § 1709].

2.105.040 Detached accessory buildings.

A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.

B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC 2.105.030.

E. Minimum distance to side lot lines: none, except as provided in PCDSC 2.105.030.

F. Minimum distance to rear lot line: four feet, except as provided in PCDSC 2.105.030. [Ord. 61862 § 1710].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyaz.gov/>
(<http://pinalcountyaz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.110 CI-2 INDUSTRIAL ZONE

Sections:

- 2.110.010 Uses permitted.
- 2.110.020 Site development standards.
- 2.110.030 Detached accessory buildings.

2.110.010 Uses permitted.

A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone), 2.95.010(B) and (C) (CB-2 general business zone) and 2.105.010(B) through (E) (CI-1 light industry and warehouse zone).

B. Airport or landing field, commercial, subject to the following conditions set forth in PCDSC 2.20.010(I).

C. Accessory building or use when located on the same building site.

D. An industrial use permit (IUP) shall be obtained from the board of supervisors for the uses specified below:

The uses covered by this subsection include but are not limited to:

The application for an industrial use permit shall be made to the commission and shall include a plan for the development of the land to be so used, and a uniform, nonrefundable fee, as set forth in Chapter 2.160 PCDSC. Copies of the application shall be provided to the county engineer, the county health department and the Pinal-Gila County Air Quality Control District. The commission shall hold at least one public hearing on the application after giving at least 15 days' notice. The notice shall be given by publication once in a newspaper of general circulation in Pinal County, by posting the property to be used, and by notifying all property owners within 300 feet of the proposed use. The commission shall consider whether the use will create any foreseeable flood, traffic or health hazards or nuisances. The commission may hold additional public hearings and give additional public notice as they deem reasonable under the circumstances. By agreement between the commission and the applicant, the above procedures may take place concurrently with an application for change of the zone of land to CI-2 industrial zone. The commission shall recommend to the supervisors either for or against the granting of a use permit. Upon receipt of the commission's recommendation, the supervisors shall hold a public hearing on the use permit after giving at least 15 days' notice. Notice shall be given by publication once in a newspaper of general circulation in Pinal County, and by posting the property to be used. Upon completion of the public hearing, the supervisors may act upon the application; however, if 20 percent of the owners of property by area and number within 300 feet of the proposed use file a protest to such use, the use permit shall not be granted except by unanimous vote of all members of the board of supervisors. By agreement between the applicant and the board of supervisors, the above procedures may take place concurrently with an application for a change of zone of the land to CI-2 industrial zone.

The uses covered by this subsection include but are not limited to:

Abattoir (slaughterhouse);

Auto wrecking, junkyard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than six feet in height;

Blast furnace;

Boiler shop or works;

Coke oven;

Commercial cattle feeding yard or sales or auction yard;

Dirt, soil, clay, sand, rock, stone or gravel pit or yard;

Fat rendering;

Hog feeding yard, commercial (where more than three hogs weighing more than 100 pounds each are fed);

Incineration, reduction or dumping of offal, garbage or refuse on a commercial scale, not operated by the board of supervisors, a municipality or sanitary district;

Manufacture of: acetylene gas, acid, ammonia, asphalt or products, asbestos, brick, tile of terra cotta, babbitt metal, bleaching powder, carbon, lamp black or graphite, cement, celluloid, chlorine gas, coal tar or products, creosote or products, explosives, fireworks, fertilizer (including open storage on a commercial scale), illuminating gas, gelatine, glucose, glue or size, guncotton or products, gypsum, insulating material (such as rock wool and similar products), lime or products, matches, phenol, pickles, plaster of Paris, poisons, potash, pulp, paper and strawboard, rubber, sulfur and products, sauerkraut, soap except by cold process, tar or asphalt roofing, turpentine, vinegar;

Meat packing plant;

Oil reclaiming plant;

Ore reducing plant, on site of less than 72,000 square feet;

Petroleum products stored above ground, except in quantities of less than 1,000 barrels;

Petroleum refinery;

Racetrack or sports stadium, except for contests between human beings only;

Rifle range, including pistol range, if not within an enclosed building;

Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products;

Rolling mill;

Rubber reclaiming plant;

Salt works;

Sandblasting;

Sewer farm or sewage disposal, not operated under the control of the board of supervisors, a municipality, or a sanitary district;

Smelting, on site of less than 72,000 square feet;

Stockyards, commercial;

Storage or baling of rags or paper, except where conducted wholly within an enclosed building or behind imperforated walls or close board fence not less than six feet in height;

Tannery;

Wood or bone distillation;

Wool pulling or scouring plant.

E. Initiation of IUP. Requests for an IUP may be initiated by a property owner or authorized agent of a property owner filing an application requesting an IUP.

F. Application Procedure. An applicant requesting an IUP is subject to the same requirements that are set forth in PCDSC [2.166.040](#)(B) through (E) and PCDSC [2.166.050](#)(A) through (J).

G. This process can run concurrently with a rezoning application.

H. A violation of any condition of approval is a violation to this title and will be enforced pursuant to Chapter [2.160](#) PCDSC.

I. A previously approved IUP shall become null and void upon the issuance of a new IUP for the same property, unless stated otherwise in the new IUP. [Ord. 011812-ZO-PZ-C-007-10 § 9; Ord. 61862 § 1801].

2.110.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

- F. Minimum side yards: none, except as provided in PCDSC [2.105.030](#).
- G. Minimum rear yard: 10 feet, except as provided in PCDSC [2.105.030](#).
- H. Industrial buffer required: same as in PCDSC [2.105.030](#). [Ord. 61862 §§ 1802 – 1809].


2.110.030 Detached accessory buildings.

- A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.
- B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.
- C. Minimum distance to main building: seven feet.
- D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC [2.105.030](#).
- E. Minimum distance to side lot lines: none, except as provided in PCDSC [2.105.030](#).
- F. Minimum distance to rear lot line: four feet, except as provided in PCDSC [2.105.030](#). [Ord. 61862 § 1810].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: August 18, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1476-14: Pre-Annexation and Development Agreement with Oasis Solid Waste, LLC, an Arizona limited liability company		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1476-14, entering into a Pre-Annexation and Development Agreement with Oasis Solid Waste, LLC.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of approximately 81.48 acres located within the pending Magic Ranch annexation. The site is located along the east side of the Hunt Highway corridor within the Magic Ranch community. The subject site is primarily developed as a waste transfer facility.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and ensures that the owner can continue to maintain currently permitted and developed land uses.

RECOMMENDATION:

Motion to adopt Resolution No. 1476-14, entering into a Pre-Annexation and Development Agreement with Oasis Solid Waste, LLC.

ATTACHMENTS:

Resolution No. 1476-14
Oasis Solid Waste, LLC PADA

When recorded, return to:

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

RESOLUTION NO. 1476-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH OASIS SOLID WASTE, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “OASIS SOLID WASTE, LLC” PROPERTY).

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, Oasis Solid Waste, LLC, the “Owner”, plans to annex approximately 81.48 acres located as legally described on Exhibit “A” attached hereto (the “Property”) into the town limits of Florence; and

WHEREAS, the Master Plan for the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence 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 Property, including the acceptance of the development Master Plan, duration of the Pre-Annexation and Development Agreement, the permitted uses of the Property and the density and intensity of such uses and other matters related to the development, redevelopment and/or ongoing use 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 the terms and conditions for the annexation and development, redevelopment and/or ongoing use of approximately 81.48 acres 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 18th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

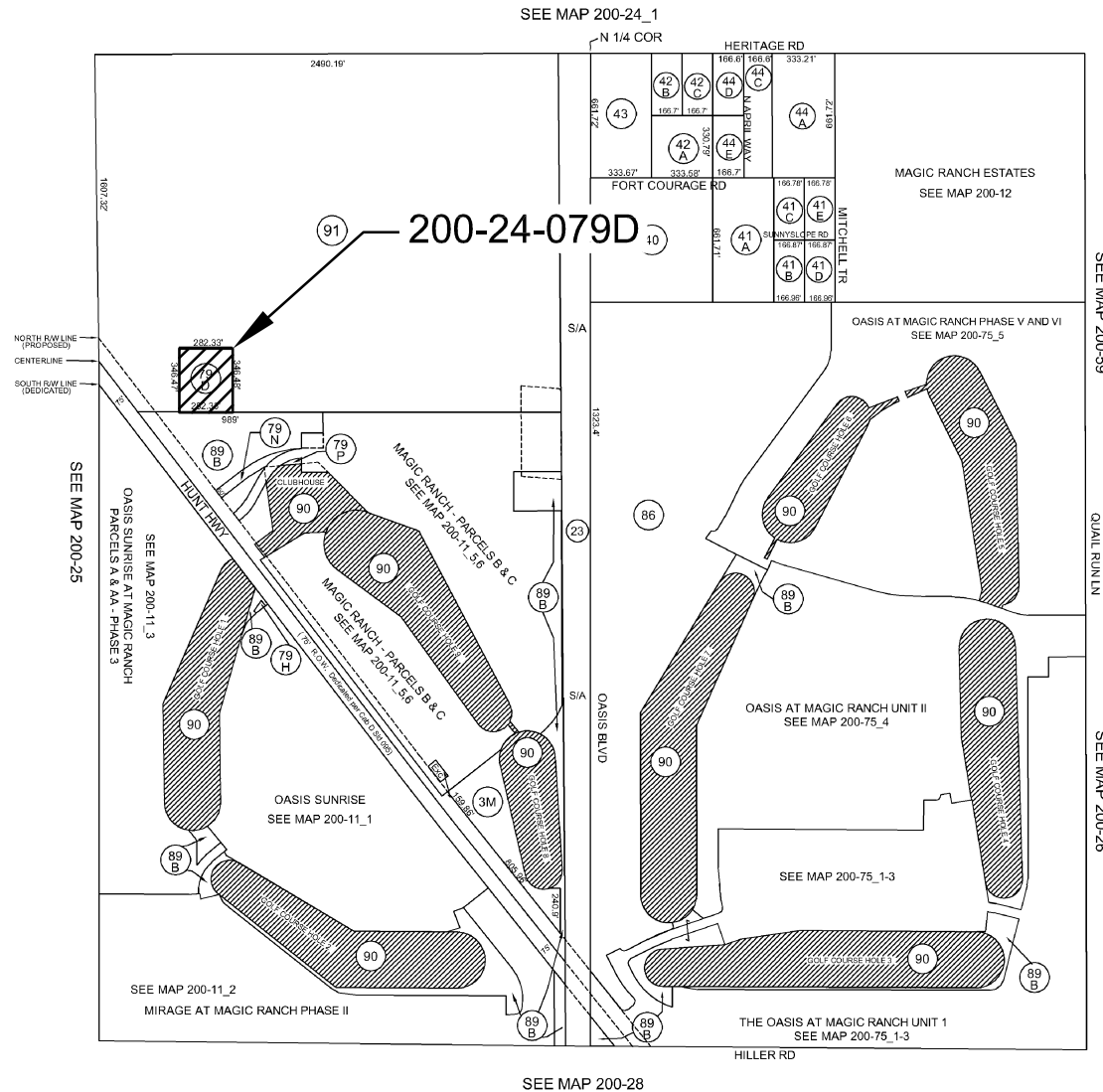
APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

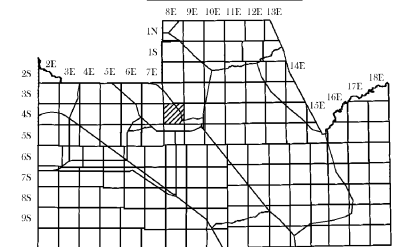
James E. Mannato, Town Attorney

SEC. 11 TN.4S RG.8E

200-24_4



LOCATION MAP



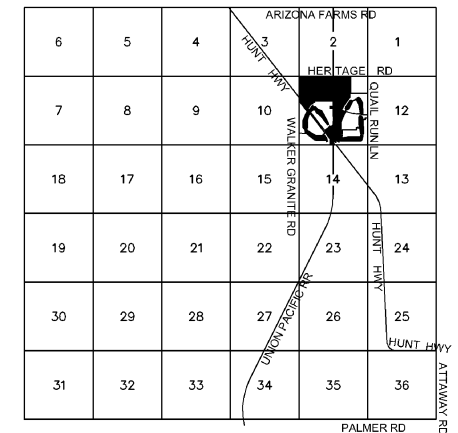
THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE.
SURVEYS & SUBDIVISION PLATS ARE ON FILE
WITH THE PINAL COUNTY RECORDERS OFFICE.

 **GOLF COURSE**
UNDER PARCEL 200-24-090



SCALE: 1" = 600'

UPDATED BY: DM
02-14-2008

VICINITY MAP

PINAL COUNTY ASSESSORS MAP



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
OASIS SOLID WASTE, L.L.C.**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

OASIS SOLID WASTE, L.L.C., an Arizona limited liability company

DATE: August __, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION
OASIS SOLID WASTE, L.L.C.
PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into this ____ day of August, 2014 (the "Effective Date") by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the "Town"), and OASIS SOLID WASTE, L.L.C., an Arizona limited liability company (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 (Tax Parcel No. 200-24-079D) more particularly depicted on Exhibits "A" and "B" 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 Magic Ranch PAD, the Land Use Plan of 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; (iv) zoning under the Town of Florence Magic Ranch PUD comparable to that under the existing Pinal County Magic Ranch PAD; (v) all (a) existing uses and activities of the Property, including the uses and activities described in Exhibit "D" attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD; and (vi) 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 Zoning Districts including the uses shown in Exhibit "B" 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.

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"). The Annexation Petition shall contain a provision requiring, upon Owner's written request, the immediate rescission and termination of the Annexation Petition by the Town if: (a) any person or entity files any protest, appeal, referendum, litigation or other petition (including but not limited to, any petition filed pursuant to A.R.S. § 9-471(C)) challenging the validity or approval of the Annexation Petition; (b) the Town does not, at the same Town Council meeting in which the Annexation Petition is adopted, approve the PUD plan; (c) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of the PUD plan; or (d) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of this Agreement. 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") zoning designation allowing underlying land usage consistent with Town of Florence Zoning Districts, including the land usage contained within the existing Pinal County Magic Ranch PAD as shown in Exhibit "B." All land uses in the existing Pinal County Magic Ranch PAD are allowed as well as those in the Town of Florence Code for comparable zoning. All (a) existing uses and activities of the Property, including the uses and activities described in Exhibit "D" attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with all uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD shall be permitted for the Property.

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 residential density 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.

5. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(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.

6. 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. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County and consistent with the PUD shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per Paragraph 8 and/or subdivision improvements are completed and accepted by the Town.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Arbitration. If the mediation procedure set forth in Paragraph 12(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 13. 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 13 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 13(e) and 13(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 13(b), 13(g) and 13(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. Notwithstanding anything in this Agreement to the contrary, if either party objects to the arbitrator(s) award, then such party may within fifteen (15) days after the date of the award 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 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 12 and 13 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Good Standing; Authority. Each of the parties and their assigns represents and warrants (and will represent and warrant) to the other that: (i) it is duly formed and validly existing limited liability company 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 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: Oasis Solid Waste, L.L.C.
5230 E. Shea Boulevard, Suite 200
Scottsdale, Arizona 85254
Attn: George H. Johnson, Manager

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.

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) fifteen (15) 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. 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.

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

**OASIS SOLID WASTE, L.L.C., an
Arizona limited liability company**

By: _____
George H. Johnson

Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Pre-Annexation and Development Agreement for _____
was acknowledged before me this ____ day of August, 2014, by George H. Johnson, Manager of
Oasis Solid Waste, L.L.C., 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.

My Commission Expires:

Notary Public

EXHIBITS

Exhibit A – Depiction of Property (Assessors Map)

Exhibit B – Depiction of Property (Magic Ranch PAD Land Use Plan)

Exhibit C – Magic Ranch PAD Land Use Plan

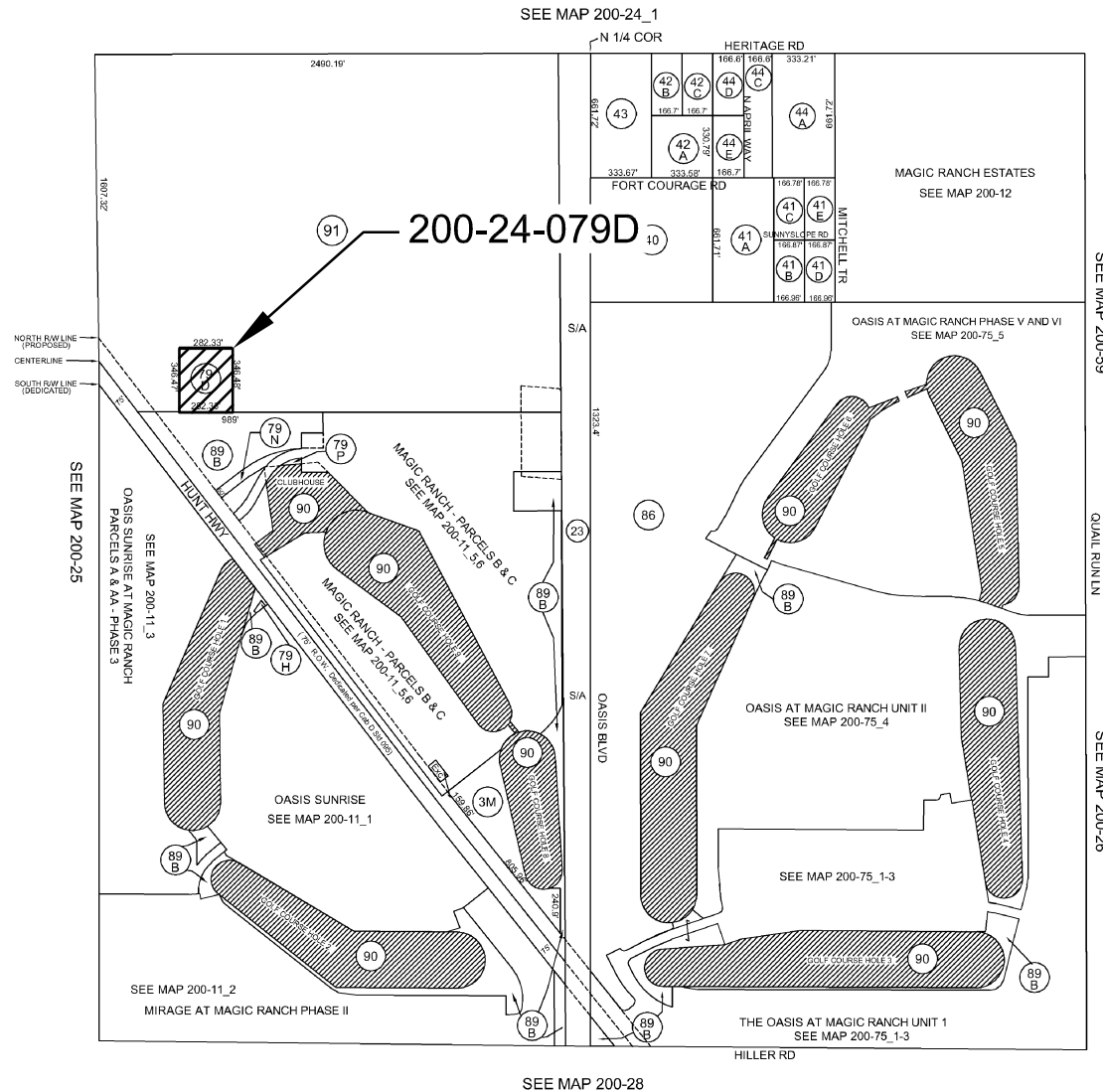
Exhibit D – Uses and Activities

EXHIBIT “A”

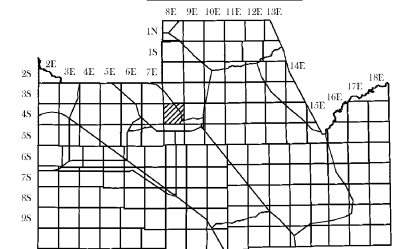
Depiction of Property (Assessors Map)

SEC. 11 TN.4S RG.8E

200-24_4



LOCATION MAP

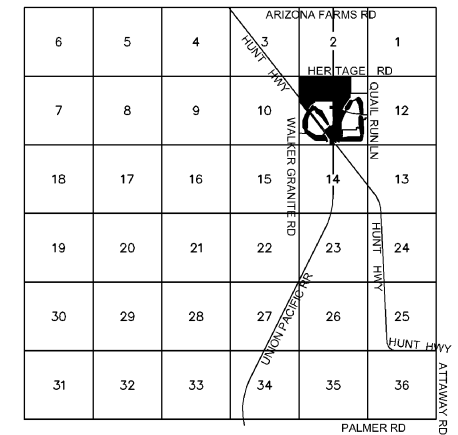


THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE.
SURVEYS & SUBDIVISION PLATS ARE ON FILE
WITH THE PINAL COUNTY RECORDERS OFFICE.

 GOLF COURSE
UNDER PARCEL 200-24-090

SCALE: 1" = 600'

UPDATED BY: DM
02-14-2008

VICINITY MAP

PINAL COUNTY ASSESSORS MAP



EXHIBIT “B”

Depiction of Property (Magic Ranch PAD Land Use Plan)

200-24-079D

STATE
LAND

PRIVATE

STATE LAND

E
CI-2
WWTF
69 AC

Eques.
55 AC

C
10 AC
CR-4
MHD
10 AC
86 Units

R
CR-4
MHD
41 AC
353 Units

S
CR-3
MD
57 AC
319 Units

CC
CR-3
MD
59 AC
330 Units

W
CR-3
MD
175 AC
980 Units

DD
SR
130 AC
Clubhouse GC

C
CR-4
MHD
17 AC
148 Units

BB
CR-3
MD
40 AC
224 Units

Z
CR-4
MHD
39 AC
335 Units

AA
CR-3
MD
39 AC
219 Units

A
CR-3
MD
61 AC
342 Units

Y
CR-4
MHD
20 AC
172 Units

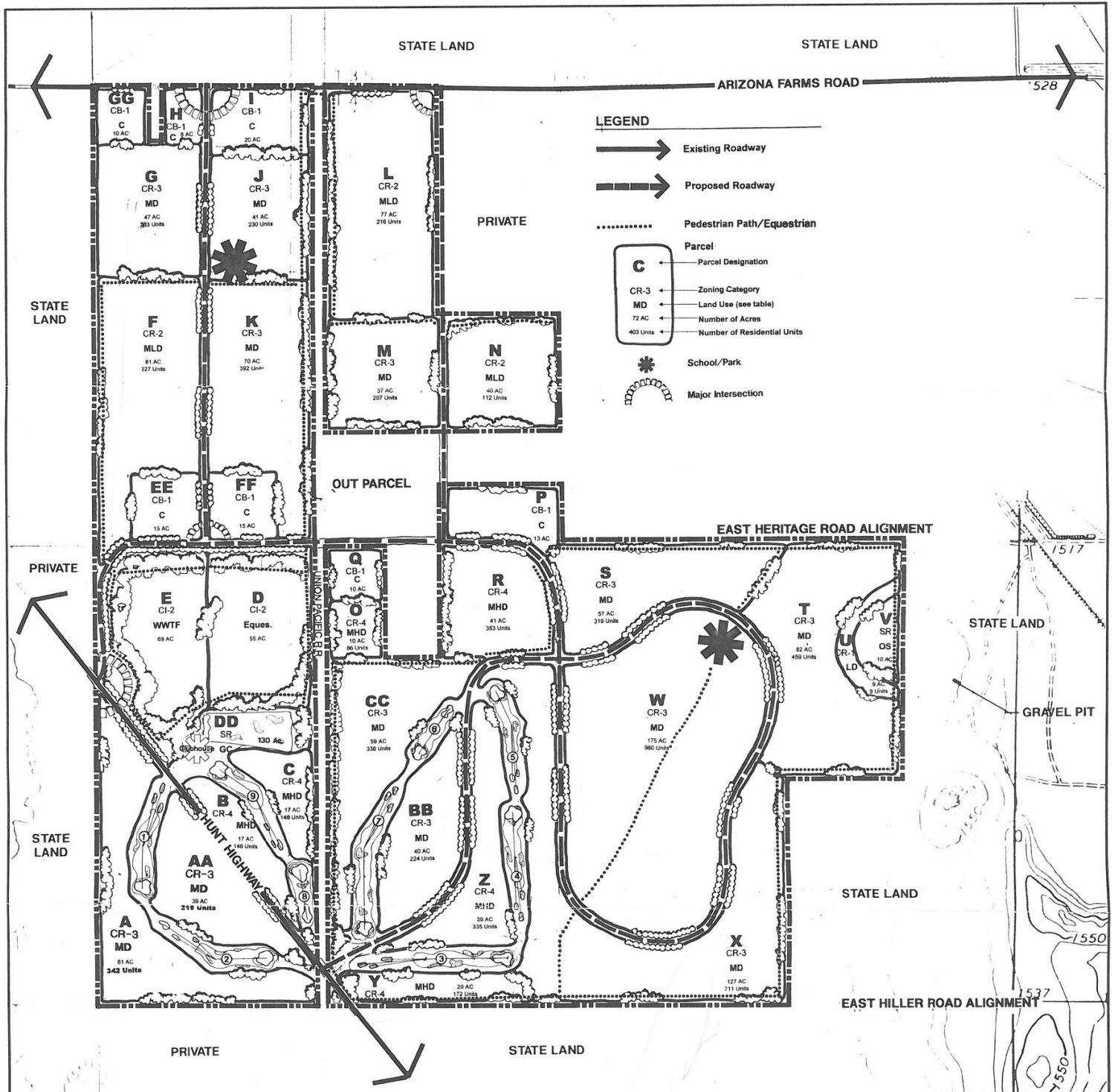
HUNT HIGHWAY



EXHIBIT “C”

Magic Ranch PAD Land Use Plan

Exhibit C



LAND USE PLAN

LAND USE TABLE

Land Use	Land Use Description	Proposed Zoning	Residences per Acre (PAC)	Target Units	Gross Acreage	Total Units
LD	Low Density Residential	CR-1	0.5 - 1.5	1.0	9	9
MLD	Medium Low Density Res.	CR-2	1.0 - 4.0	2.8	198	555
MD	Medium Density Residential	CR-3	4.1 - 7.0	5.6	835	4676
MHD	Medium High Density Res.	CR-4	7.1 - 10.0	8.6	144	1238
C	Commercial	CB-1			91	
GC	Golf Course	SR			130	
OS	Natural Open Space	SR			10	
EQ	Equestrian Center	CI-2			55	
WWTF	Waste Water Treatment Fac.	CI-2			89	
					1541	6476

Magic Ranch

WLB JOB #297036A-001

The WLB Group

Engineering Planning Surveying
Land Use Architecture Urban Design
11111 - 11111
11111 - 11111

EXHIBIT “D”

Uses and Activities

EXHIBIT D

G. INDUSTRIAL DEVELOPMENT STANDARDS

The Industrial Zone use category, CI-2, is for those areas designated as the Wastewater Treatment Facility and the Equestrian Center. In the case of this PAD, the Equestrian Center acts as a buffer to the Wastewater Treatment Facility for the residential and commercial areas within Magic Ranch.

Permitted Uses:

- Any use permitted in Section 1501-b (CB-1 Local Business Zone), Sections 1601-b and c (CB-2 General Business Zone), and Section 1701-b through e (CI-1 Light Industry and Warehouse Zone) of the Pinal County Zoning Ordinance.
- Airport or landing field, commercial subject to the following conditions set forth in Sub-section 601-j of the Pinal County Zoning Ordinance.
- Accessory building or use when located on the same building site.
- Any other type of commercial or industrial use provided that prior to any such use of any property, the applicant shall obtain an Industrial Use Permit from the Board of Supervisors.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal.
- The uses covered by this sub-section include but are not limited to:
 - Auto wrecking, junk yard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than 6 feet in height.
 - Commercial cattle feeding yard or sales or auction yard.
 - Dirt, soil, clay, sand, rock, stone or gravel pit or yard.
 - Petroleum products stored above ground, except in quantities of less than 1,000 barrels.
 - Racetrack or sports stadium, except for contests between human beings only.



- Rifle range, including pistol range, if not within an enclosed building.
 - Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products.
 - Sandblasting.
 - Sewer farm or sewage disposal, not operated under the control of the Board of Supervisors, a Municipality, or a sanitary district.
- Maximum Building Height: 35 feet.
 - Minimum Lot Area: None.
 - Minimum Lot Width: None.
 - Minimum Area per Dwelling Unit: None.
 - Minimum Front Yard: 30 feet.
 - Minimum Side Yards: None.
 - Minimum Rear Yard: 50 feet.
 - Detached Accessory Buildings:
 - Permitted coverage: 40% of the required rear yard and any additional space within the buildable area.
 - Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.



F. SUBURBAN RANCH ZONE, SR

SR zoning covers those areas set aside as either natural open space or developed open space and include areas designated as Golf Course, School/Park/Community Centers and Utilities Areas within the PAD.

Permitted Uses

- Single-family dwelling unit on a 36,000 square foot lot. Any dwelling unit within the SR Zone shall be subject to the conditions of CR-1 zoning.
- Commercial agricultural uses:
 - Field crops, truck gardening, berry or bush crops, tree crops, flower gardening, nurseries, orchards, aviaries and apiaries.
 - The raising and marketing of poultry, rabbits and small animals, but no slaughtering of other than such raised on the premises.
 - The grazing and raising of livestock, except that not more than one hog, weighing more than 50 pounds, may be kept per commercial acre.
- Guest ranch, in accordance with Article 19, Guest Ranch Regulations (Pinal County Zoning Ordinance).
- Church, providing the minimum off-street parking requirements, as set forth in Article 21 of the Pinal County Zoning Ordinance, are met.
- Professional or semi-professional office or studio, home occupation, and the employment of persons not residing on the premises.
- Accessory buildings, structures or uses.
- A stand not more than 200 square feet in area for the sale of farm products grown or produced on the premises provided said stand is not closer than 10 feet to any street lot line and not closer than 20 feet to any other lot line.
- Refreshment stand.
- Club: private, social, or recreational.
- Auction, public.
- Feed, tack and apparel store.



- College, community service agency, governmental structure, library, museum, playground or athletic field, public or private school, provided that said use shall be located on a site of not less than 10 acres, that the improvements shall occupy not more than 30 percent of said site, that no playground or athletic field be located closer than 100 feet to any property line, and that all roads and parking areas be surfaced with a material which will minimize the creation of dust.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal. (It is intended that the parcel labeled as Equestrian Center (SR) shall be used as communal stable and riding facilities for any residential units located within the SR district.)
- Hospital, clinic, dispensary or sanatorium, provided that the building site is not less than four commercial acres, that any buildings occupy not more than 30 percent of the building site, and are located at least 50 feet from any boundary line of the site, and that the applicant for the permit shall provide the Zoning Inspector with the written consent of 75 percent of the owners, by number and areas, of property within 300 feet of the building site.
- Resort hotel, provided the site contains not less than 10 acres, that the buildings occupy not more than 30 percent of the area of the building site, and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of 51 percent of the owners, by number and area, of property within 300 feet of the building site for which permit is sought.
- Veterinary hospital or kennels, provided the site is not less than 5 acres in area, that no building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone; and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of at least 75 percent of the owners, by number and area, of property within 300 feet of the building site for which the permit is sought.
- Utility Infrastructure Yards.
- Golf course, other than miniature, in private ownership, but open to the public, provided that the use be located on a site of not less than 15 acres, that no building be located nearer than 10 feet to any boundary of the site; that the course shall have not less than 9 holes. Golf courses include customary clubhouse and appurtenant facilities (temporary and permanent).
- Earth stations.



- Fire stations.
- Gas metering and control stations, public utility.
- Golf driving ranges.
- Gymnasiums.
- Parks, playgrounds and play-fields with all appurtenant facilities customarily found in conjunction therewith.
- Recreation clubs, commercial, including tennis, polo, swimming and similar outdoor recreational activities together with appurtenant clubhouses.
- Riding trails, bikeways and hiking trails, excluding trails for motor vehicles.
- Swimming pools.
- Tennis, volleyball, badminton, croquet, lawn bowling and similar courts
- Roadways, both public and private, may cross through the connecting corridor between the green and tee areas in a golf course.
- Parks, playgrounds and multi-use fields with all appurtenant facilities customarily found in conjunction therewith.
- Accredited schools, kindergarten through grade 6 including appurtenant facilities which offer instruction required to be taught in the public schools.
- Temporary activities sponsored by a non-profit organization or charitable use and approved by school authorities.

Accessory Uses

- Debris basins.
- Easements for utility lines, public or private.
- Grading projects, offsite transport.
- Signs, as provided in Section IV-F of the Design Guidelines, herein.
- Maintenance and storage areas necessary for permitted use.



- Building materials, storage of, used in the construction of a building or building project.
- Easements for utility lines, public or private.
- Offsite grading.
- Parking lots.
- Storage, temporary, of materials and construction equipment used in construction or maintenance of streets and highways, sewers, storm drains, underground conduits, flood control works, pipelines and similar uses for a period not to exceed one year.

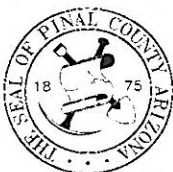
Uses Subject to Use Permits

The following uses, provided a special use permit has first been obtained and while such permit is in full force and effect in conformity with the conditions of such permit for:

- Archery ranges.
- Health clubs or centers.
- Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare in addition to those specifically listed in this section.
- Sewage treatment plants, pumping stations, tanks and any use normal and appurtenant to the collection, treatment and disposal of sewage.
- Water reservoirs, dams, treatment plants, gaging stations, pumping stations, tanks, wells and any use normal and appurtenant to the storage and distribution of water.
- Amphitheaters.
- Amusement rides and devices, including merry-go-rounds, ferris wheels, swings slides, rebound-tumbling and similar equipment for longer than seven days in any six month period.
- First aid stations.
- Menageries, zoos, animal exhibitions or other facilities for the keeping or maintaining of wild animals.



- Park and ride lots.
- Skating rinks, ice or roller.
- Stations, bus and taxi.
- Maximum Building Height: 2 stories or 30 feet.
- Minimum Lot Area: 144,000 square feet.
- Minimum Lot Width: None.
- Minimum Area per Dwelling Unit: 36,000 square feet
- Minimum Front Yard: 50 feet.
- Minimum Side Yards: 10 feet each.
- Minimum Rear Yard: 50 feet.
- Detached Accessory Buildings:
 - Permitted coverage: One-third of the total area of the rear and side yards
 - Maximum height: 20 feet
 - Minimum distance to main building: 7 feet
 - Minimum distance to front lot line: 100 feet
 - Minimum distance to side and rear lot lines: 4 feet if building is not used for poultry or animals; 100 feet if building is used for poultry or animals



Chapter 2.90 CB-1 LOCAL BUSINESS ZONE

Sections:

- 2.90.010 Uses permitted.
- 2.90.020 Site development standards.
- 2.90.030 Detached accessory buildings.

2.90.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone).

B. The following uses, which in any CB-1 zone shall be conducted wholly within a completely enclosed building unless otherwise specified and use operated as a store, shop or business, shall be a retail establishment and all products on the premises shall be sold at retail on the premises.

Antique store;

Apparel store;

Art needlework or hand-weaving establishment;

Art gallery or store;

Auto parking lot (within or without building) subject to the provisions of PCDSC 2.140.030;

Bakery;

Bank, safe depository or trust company;

Barber or beauty shop;

Bicycle shop (no sales or servicing of motor scooter or motorcycles);

Book, newspaper, magazine, stationery, art or drawing supply store;

Cafe, lunch room (provided no dancing is allowed and no alcoholic beverages sold except beer and wine);

Catering service;

Church;

Cigar store;

Cleaning, dyeing, laundry, collection agency;

Clinic;

Club or lodge (nonprofit);

Community service agency;

Confectionery store;

Custom dress making, millinery, hemstitching or pleating;

Custom weaving or mending;

Day nursery or child-care center;

Dealer in coins, stamps, or similar collector's items;

Delicatessen store;

Dental or medical laboratory;

Department store, variety store;

Drug store;

Dry goods or notions store;

Electric appliance store;

Florist shop;

Frozen food locker;

Furniture or house furnishing store;

Garage for public storage only;

Gasoline service station (incidental repairing only) subject to the provisions of PCDSC [2.140.070](#);

Gift, curio, novelty, toy or hobby shop;

Governmental structure;

Grocery, fruit or vegetable store;

Hardware store;

Hotel;

Ice cream store;

Ice station for packaged sales only;

Interior decorator;

Jewelry store or jewelry and watch repair;

Laundry and dry cleaning units provided the same occupy no more than 3,000 square feet of gross floor area;

Leather goods store;

Library, rental or public;

Liquor store for packaged sales only;

Meat, fish or dressed poultry market, provided no live poultry are kept on premises;

Messenger service;

Multigraphing, mimeographing, duplicating, addressographing;

Museum;

Music, phonograph or radio store;

Nursery, flower, plant or tree (within a building or enclosure);

Office: business, professional or semi-professional);

Photograph studio or photographic supply store;

Postal stations;

Pressing establishment;

Refreshment stand;

Religious rescue mission;

School, barber or beauty culture;

School, business;

School, dramatic;

School, handicraft, painting or sculpture;

Shoe store or shoe repair shop;

Sporting goods, hunting and fishing equipment store;

Station, bus or stage;

Tailor shop;

Taxi cab stand;

Taxidermist;

Theater, except drive-in or outdoor theater;

Water, telephone or telegraph distribution, installation or electrical receiving or distribution station (within or without a building) subject to the provisions of PCDSC [2.140.030](#);

Other similar enterprise or business of the same class, which in the opinion of the board of supervisors, as evidenced by resolution or record, is not more obnoxious or detrimental to the welfare of the particular community than the enterprises or businesses above enumerated.

C. Accessory building or use (not involving open storage), when located on the same building site.

D. Administrative, engineer, scientific research, design or experimentation facility, and such processing and fabrication as may be necessary thereto; provided, that all such operations be completely housed within buildings located on a site of not less than 10,000 square feet; that all such buildings shall be set back not less than 25 feet from any property line abutting a residential zone; that an off-street parking area be provided for all such vehicles incidental to said operation; and that one additional such parking space be provided for each three persons regularly employed on said premises; that a masonry wall or screened planting shall be erected and maintained on any property line directly abutting any residential zones; that there is no manufacturing or warehousing of goods for sale at wholesale or retail; and that any activity conducted on said premises shall be free of dust, noxious smoke, fumes, odors, or unusual vibrations or noise.

E. Restaurant or tea room, including a cocktail lounge or bar in connection therewith, upon condition that no outside door opens into the cocktail lounge or bar; and provided further, that the applicant for a permit shall provide the zoning inspector with written consent of 75 percent of the owners, by number and area, of property within 300 feet of the site for which the permit is sought.

F. One-family dwelling unit, conventional construction, or mobile home or manufactured home in conjunction with an established, permitted use. [Ord. 61862 § 1501].

2.90.020 Site development standards.

A. Building height: maximum height of any structure shall be 30 feet.

B. Minimum lot area: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

C. Minimum lot width: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 20 feet, which may be used to meet off-street parking requirements, or as part of off-street parking lot.

F. Minimum side yards: none for uses listed in PCDSC 2.90.010(B) through (F): seven feet each for residential uses.

G. Minimum rear yard: 25 feet, except as provided in PCDSC 2.150.200 for corner lot, which may be used to meet off-street parking requirements, or as a part of off-street parking lot.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.90.010(B) through (F): 14 feet between residence and business. [Ord. 61862 §§ 1502 – 1509].

2.90.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard area and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; two stories or 30 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 20 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1510].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.95 CB-2 GENERAL BUSINESS ZONE

Sections:

- 2.95.010 Uses permitted.
- 2.95.020 Site development standards.
- 2.95.030 Detached accessory buildings.

2.95.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone) and in PCDSC 2.90.010 (CB-1 local business zone).

B. Advertising sign, structure or billboard, subject to Chapter 2.145 PCDSC;

Amusement or recreational enterprise (within a completely enclosed structure) including billiard or pool hall, bowling alley, dance hall, gymnasium, penny arcade, shooting gallery, skating rink, sports arena;

Amusement or recreational enterprise (outdoor) including archery range, miniature golf or practice driving or putting range, games of skill or science, pony riding ring without stables, swimming pool or commercial beach or bathhouse, tennis court;

Auction, public (no animals);

Auditorium or assembly hall;

Auto rental garage;

Auto repair, mechanical or steam washracks, battery service (no body or fender work, painting or upholstery, except as incidental);

Bar, cocktail lounge, night club, tavern;

Baths (Turkish, Swedish, steam, etc.);

Blueprinting, photostating;

Boats, storage or rental;

Burglar alarm service;

Carpenter shop;

Cigar manufacturing (custom hand-rolled);

Cleaning establishment, if only two clothes cleaning units of not more than 40 pounds rated capacity, and using cleaning fluid which is nonflammable, and nonexplosive at temperatures below 138.5 degrees Fahrenheit;

Club: athletic, private, social, sport or recreational (operated for profit) except sports stadium or field;

Engraving, photo-engraving, lithographing;

Fortune telling;

Garage, public (for commercial use);

Juke box or coin machine business (limited to assembly, repair and servicing);

Laundry, steam or wet-wash;

Lumber yard, retail (provided no machinery is used other than a rip saw and cut-off saw);

Locksmith, tool or cutlery sharpening, lawnmower repairing, fix-it or handyman shop;

Massage establishment, reducing salon or gymnasium;

Mattress shop for repairing only (no renovating);

Merchandise broker's display, wholesale;

Motorcycle or motor scooter repair or storage;

Mortuary or embalming establishment or school;

Newspaper office;

Oxygen equipment, rental or distribution;

Pawn shop;

Piano repairing;

Plumbing, retail custom;

Printing or publishing;

Record recording studio or sound score production (no manufacturing or treatment of records);

Refrigeration installation or service;

School or college (operated as a commercial enterprise for dancing or musical instruction; industrial or trade school teaching operations or occupation permitted in this zone);

Sheet metal or tinsmith shop;

Sign painting shop;

Storage building;

Trade show, industrial show or exhibition;

Transfer or express service;

Upholstery shop;

Wallpaper sales, paper hanging.

C. Sale, rental or display of:

Airplanes or parts;

Automobiles, recreational vehicles, travel trailers, motorhomes, and trailers;

Barber's supplies or beauty shop equipment;

Butcher's supplies;

Clothing or accessories (wholesale);

Contractor's equipment or supplies;

Drugs or medical, dental, or veterinary supplies (wholesale);

Farm equipment or machinery;

Feed (wholesale);

Garage equipment;

Hardware (retail or wholesale);

Hotel equipment or supplies;

Household appliances, sewing machines, etc. (wholesale);

Machinery, commercial and industrial;

Monuments or tombstones (no wholesale);

Office equipment (safes, business machines, etc.) (wholesale);

Orthopedic appliances (trusses, wheelchairs, etc.);

Painting equipment or supplies (paint, varnish, etc.);

Pet (no boarding or hospital);

Plastic or plastic products (wholesale);

Plumbing, heating and ventilating fixtures or supplies;

Restaurant or soda fountain equipment or supplies;

Secondhand goods: personal, furniture, books, magazines, automobiles, but not secondhand auto parts;

Tents or awnings;

Trunks or luggage (wholesale);

Upholsterer's supplies;

Venetian blinds;

Window shades.

D. Light manufacturing or assembling incidental to retail sales from the premises; provided, that not more than 25 percent of the floor is occupied by businesses engaged in manufacturing, processing, assembling, treatment, installation and repair of products.

E. Wholesaling of products permitted in subsection C of this section unless specifically prohibited, with storage space not exceeding 1,500 square feet of floor area.

F. Cemetery or crematory; provided, that cemeteries for human remains shall be located on a site of not less than five acres and for animal pets not less than one acre, and that no crematory be erected closer than 500 feet from any boundary of said site adjoining property in a rural or residential zone.

G. Drive-in theater; provided, that the face of any projection screen be not visible from any county road or any street or route shown on the adopted map of major thoroughfares and proposed routes (Map C, PCDSC 2.15.020), which is within 500 feet of said screen; provided further, that the site for said theater shall consist of not less than 10 acres of land and be a single tract or parcel not intersected or divided by any street, alley or by property belonging to any other owners; that any lights used to illuminate the theater site shall be so arranged as to reflect the light away from adjoining property and streets; that the plans for said theater shall have been approved by the county engineer, indicating no undue traffic congestion, due to the location and arrangement of the theater, including the car rows and aisles and minimizing the danger of fire and panic; that acceleration and deceleration lanes shall be provided along the public thoroughfare adjacent to the entrance and exit of the theater, that parking space or storage lanes for patrons awaiting admission shall be provided on the site in an amount equal to not less than 30 percent of the vehicular capacity of the theater; that vehicular circulation shall be so designed and constructed as to permit only one-way traffic within the boundaries of the tract on which the theater is located; that emergency exits shall be provided; that sanitary facilities and the method of food handling shall be approved by the county health department; that definite plans for shrubbery and landscaping shall be presented to the zoning inspector and made a part of the permit; that the nearest point of the theater property, including driveways and parking areas shall be a least 750 feet from the boundary of a district zoned for

residential use; and provided further, that all other conditions of the zone are fully observed.

H. Racetrack or sports stadium, subject to the conditions set forth in PCDSC 2.20.010 (O), except the requirements for the filing of the consent of owners of adjacent property.

I. Radio or television tower or booster station, provided such tower is no closer to any boundary of said site than the height thereof.

J. Veterinary hospital or kennels, provided no such building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone.

K. One-family dwelling unit, conventional construction, mobile home, or manufactured home in conjunction with an established, permitted use. [Ord. 012010-AEO § 1; Ord. 61862 § 1601].

2.95.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none except for uses listed in PCDSC 2.95.010(F) and (G).

C. Minimum lot width: none.

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 15 feet.

F. Minimum side yards: none for uses listed in PCDSC 2.95.010(A) through (J); seven feet each for residential uses.

G. Minimum rear yard: 10 feet for uses permitted in PCDSC 2.95.010(A) through (J); 25 feet for residential use.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.95.010(A) through (K); 14 feet between residence and business. [Ord. 61862 §§ 1602 – 1609].

2.95.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1610].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.105 CI-1 LIGHT INDUSTRY AND WAREHOUSE ZONE

Sections:

- 2.105.010 Uses permitted.
- 2.105.020 Site development standards.
- 2.105.030 Industrial buffer required.
- 2.105.040 Detached accessory buildings.

2.105.010 Uses permitted.

- A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone) and in PCDSC 2.95.010(B) and (C) (CB-2 general business zone).
- B. One-family dwelling unit, conventional construction, or manufactured home or mobile home as watchman or caretaker's quarters in conjunction with an established, permitted use.
- C. Any of the following if conducted wholly within a completely enclosed building:
1. Manufacture, compounding, processing, packaging or treatment of: bakery goods, candy, cosmetics, dairy products, drugs and pharmaceutical products, soap (cold process only), and food products, except fish or meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils.
 2. Manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, broom corn, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair or bristles, horn, leather, paper, plastics or plastic products, precious or semi-precious metals or stones, shell textiles, tobacco, wax (paraffin, tallow, etc.), wood (excluding sawmill or planing mill), yarns, paint (not employing a boiling process).
 3. Manufacture of: glass, pottery or other similar ceramic products (using only previously prepared sand or pulverized clay and kilns fired only by electricity or gas), musical instruments, toys, novelties, rubber or metal stamps.
 4. Manufacture and maintenance of: electric and neon signs, billboards, commercial advertising structures and displays, sheet metal products, including heating or cooling and ventilating ducts and equipment, cornices, eaves and the like.
 5. Automobile or trailer assembling, painting, upholstering, rebuilding, reconditioning, sale of used parts, truck repair or overhauling, tire rebuilding or recapping, battery manufacture and the like.
 6. Blacksmith and welding shop or machine shop (excluding punch presses over 20 tons rated capacity, and drop hammer), foundry casting, electroplating and electro-winding lightweight nonferrous metals not causing noxious fumes or odors.

7. Laundry, cleaning or dyeing works, carpet and rug cleaning.
 8. Distribution plant, ice and cold storage plant, beverage bottling plant.
 9. Wholesale business, storage building or warehouse.
 10. Assembly of electrical appliances: radios and phonographs, including the manufacture of small parts only, such as coils, condensers, transformers, crystal holders and the like.
 11. Laboratory: experimental, photo or motion picture film, testing, medical and dental.
 12. Veterinary or cat or dog hospital or kennels.
 13. Poultry or rabbit killing incidental to a retail business on the same premises.
 14. Aircraft engine, engine parts and auxiliary equipment manufacturing.
 15. Manufacturing of search, detection, navigation, guidance, aeronautical and nautical systems and instruments.
 16. Manufacturing of plastics and resin, semiconductors and related devices, noncorrosive storage batteries, electrical and electronic equipment and components.
 17. Manufacturing of medical and dental equipment and supplies manufacturing.
 18. Medicinal and botanical manufacturing, excluding medical marijuana dispensaries, food establishments and off-site cultivation locations.
 19. Missile and space vehicle parts and auxiliary equipment manufacturing.
- D. Any of the following if conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid wall, compact evergreen hedge or uniformly painted board fence, not less than six feet in height.
1. Building material sales yard, contractor's equipment sales yard (only) or rental of equipment commonly used by contractors.
 2. Retail lumber yard, including only incidental mill work, feed yard.
 3. Draying, freighting or truck yard or terminal.
 4. Motion picture studio.
 5. Automobile or automotive body and fender shop.
 6. Public utility service yard.
- E. Accessory building or use when located on the same building site.

F. Airport, airstrip or landing field including airport operations and air traffic control; provided, that runways shall be no closer than 600 feet from any boundary of a site of not less than 160 acres.

G. 1. Gasoline or flammables bulk station, provided said products, gasoline, or petroleum shall not be stored in tanks of more than 10,000 gallons capacity each, located not less than 25 feet from building or lot line and no closer than 100 feet to a residential zone.

2. Liquefied petroleum gases (LPG) bulk station shall be designed, constructed and maintained in compliance with provisions of National Fire Protection Association NFPA Standards No. 58.

H. Heavy truck storage, repair, service, staging and point of operation for trucking operations and their accessory equipment. [Ord. PZ-C-003-12 § 6; Ord. 011812-ZO-PZ-C-007-10 § 8; Ord. 61862 § 1701].

2.105.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

F. Minimum side yards: none, except as provided in PCDSC [2.105.030](#).

G. Minimum rear yard: 10 feet, except as provided in PCDSC [2.105.030](#). [Ord. 61862 §§ 1702 – 1708].

2.105.030 Industrial buffer required.

Where industry adjoins, faces or confronts residential property or a major or secondary thoroughfare, such industrial use shall provide a yard of not less than 10 percent of the lot depth or width on the side or sides abutting, facing or confronting said uses, but such yard need not exceed 50 feet unless a greater depth or width is required by the general setback provisions of this title, or general or special setback provisions of any existing setback ordinance. Such yard shall be improved with one or more of the following:

A. Landscaping.

B. Parking lot, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped; and a decorative screening device of opaque fencing, walls, landscaped earth berms or any combination thereof, shall be installed between the landscaped area and the parking lot, to a minimum height of three feet.

C. Recreational space for employees, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped. [Ord. 61862 § 1709].

2.105.040 Detached accessory buildings.

A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.

B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC 2.105.030.

E. Minimum distance to side lot lines: none, except as provided in PCDSC 2.105.030.

F. Minimum distance to rear lot line: four feet, except as provided in PCDSC 2.105.030. [Ord. 61862 § 1710].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyaz.gov/>
(<http://pinalcountyaz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.110 CI-2 INDUSTRIAL ZONE

Sections:

- 2.110.010 Uses permitted.
- 2.110.020 Site development standards.
- 2.110.030 Detached accessory buildings.

2.110.010 Uses permitted.

A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone), 2.95.010(B) and (C) (CB-2 general business zone) and 2.105.010(B) through (E) (CI-1 light industry and warehouse zone).

B. Airport or landing field, commercial, subject to the following conditions set forth in PCDSC 2.20.010(I).

C. Accessory building or use when located on the same building site.

D. An industrial use permit (IUP) shall be obtained from the board of supervisors for the uses specified below:

The uses covered by this subsection include but are not limited to:

The application for an industrial use permit shall be made to the commission and shall include a plan for the development of the land to be so used, and a uniform, nonrefundable fee, as set forth in Chapter 2.160 PCDSC. Copies of the application shall be provided to the county engineer, the county health department and the Pinal-Gila County Air Quality Control District. The commission shall hold at least one public hearing on the application after giving at least 15 days' notice. The notice shall be given by publication once in a newspaper of general circulation in Pinal County, by posting the property to be used, and by notifying all property owners within 300 feet of the proposed use. The commission shall consider whether the use will create any foreseeable flood, traffic or health hazards or nuisances. The commission may hold additional public hearings and give additional public notice as they deem reasonable under the circumstances. By agreement between the commission and the applicant, the above procedures may take place concurrently with an application for change of the zone of land to CI-2 industrial zone. The commission shall recommend to the supervisors either for or against the granting of a use permit. Upon receipt of the commission's recommendation, the supervisors shall hold a public hearing on the use permit after giving at least 15 days' notice. Notice shall be given by publication once in a newspaper of general circulation in Pinal County, and by posting the property to be used. Upon completion of the public hearing, the supervisors may act upon the application; however, if 20 percent of the owners of property by area and number within 300 feet of the proposed use file a protest to such use, the use permit shall not be granted except by unanimous vote of all members of the board of supervisors. By agreement between the applicant and the board of supervisors, the above procedures may take place concurrently with an application for a change of zone of the land to CI-2 industrial zone.

The uses covered by this subsection include but are not limited to:

Abattoir (slaughterhouse);

Auto wrecking, junkyard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than six feet in height;

Blast furnace;

Boiler shop or works;

Coke oven;

Commercial cattle feeding yard or sales or auction yard;

Dirt, soil, clay, sand, rock, stone or gravel pit or yard;

Fat rendering;

Hog feeding yard, commercial (where more than three hogs weighing more than 100 pounds each are fed);

Incineration, reduction or dumping of offal, garbage or refuse on a commercial scale, not operated by the board of supervisors, a municipality or sanitary district;

Manufacture of: acetylene gas, acid, ammonia, asphalt or products, asbestos, brick, tile of terra cotta, babbitt metal, bleaching powder, carbon, lamp black or graphite, cement, celluloid, chlorine gas, coal tar or products, creosote or products, explosives, fireworks, fertilizer (including open storage on a commercial scale), illuminating gas, gelatine, glucose, glue or size, guncotton or products, gypsum, insulating material (such as rock wool and similar products), lime or products, matches, phenol, pickles, plaster of Paris, poisons, potash, pulp, paper and strawboard, rubber, sulfur and products, sauerkraut, soap except by cold process, tar or asphalt roofing, turpentine, vinegar;

Meat packing plant;

Oil reclaiming plant;

Ore reducing plant, on site of less than 72,000 square feet;

Petroleum products stored above ground, except in quantities of less than 1,000 barrels;

Petroleum refinery;

Racetrack or sports stadium, except for contests between human beings only;

Rifle range, including pistol range, if not within an enclosed building;

Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products;

Rolling mill;

Rubber reclaiming plant;

Salt works;

Sandblasting;

Sewer farm or sewage disposal, not operated under the control of the board of supervisors, a municipality, or a sanitary district;

Smelting, on site of less than 72,000 square feet;

Stockyards, commercial;

Storage or baling of rags or paper, except where conducted wholly within an enclosed building or behind imperforated walls or close board fence not less than six feet in height;

Tannery;

Wood or bone distillation;

Wool pulling or scouring plant.

E. Initiation of IUP. Requests for an IUP may be initiated by a property owner or authorized agent of a property owner filing an application requesting an IUP.

F. Application Procedure. An applicant requesting an IUP is subject to the same requirements that are set forth in PCDSC [2.166.040](#)(B) through (E) and PCDSC [2.166.050](#)(A) through (J).

G. This process can run concurrently with a rezoning application.

H. A violation of any condition of approval is a violation to this title and will be enforced pursuant to Chapter [2.160](#) PCDSC.

I. A previously approved IUP shall become null and void upon the issuance of a new IUP for the same property, unless stated otherwise in the new IUP. [Ord. 011812-ZO-PZ-C-007-10 § 9; Ord. 61862 § 1801].

2.110.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

- F. Minimum side yards: none, except as provided in PCDSC 2.105.030.
- G. Minimum rear yard: 10 feet, except as provided in PCDSC 2.105.030.
- H. Industrial buffer required: same as in PCDSC 2.105.030. [Ord. 61862 §§ 1802 – 1809].


2.110.030 Detached accessory buildings.

- A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.
- B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.
- C. Minimum distance to main building: seven feet.
- D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC 2.105.030.
- E. Minimum distance to side lot lines: none, except as provided in PCDSC 2.105.030.
- F. Minimum distance to rear lot line: four feet, except as provided in PCDSC 2.105.030. [Ord. 61862 § 1810].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: August 18, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1477-14: Pre-Annexation and Development Agreement with The Club at Oasis, LLC, an Arizona limited liability company		<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. 1477-14, entering into a Pre-Annexation and Development Agreement with The Club at Oasis, LLC.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of approximately 2.25 acres located within the pending Magic Ranch annexation. The site is located along the Hunt Highway corridor within the Magic Ranch community. The subject site is primarily developed with golf course facilities.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and ensures that the owner can continue to maintain currently permitted and developed land uses.

RECOMMENDATION:

Motion to adopt Resolution No. 1477-14, entering into a Pre-Annexation and Development Agreement with The Club at Oasis, LLC.

ATTACHMENTS:

Resolution No. 1477-14
The Club at Oasis, LLC. PADA

When recorded, return to:

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

RESOLUTION NO. 1477-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH THE CLUB AT OASIS, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “THE CLUB AT OASIS, LLC” PROPERTY).

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, The Club at Oasis, LLC, the “Owner”, plans to annex approximately 2.25 acres located as legally described on Exhibit “A” attached hereto (the “Property”) into the town limits of Florence; and

WHEREAS, the Master Plan for the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence 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 Property, including the acceptance of the development Master Plan, duration of the Pre-Annexation and Development Agreement, the permitted uses of the Property and the density and intensity of such uses and other matters related to the development, redevelopment and/or ongoing use 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 the terms and conditions for the annexation and development, redevelopment and/or ongoing use of approximately 2.25 acres 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 18th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

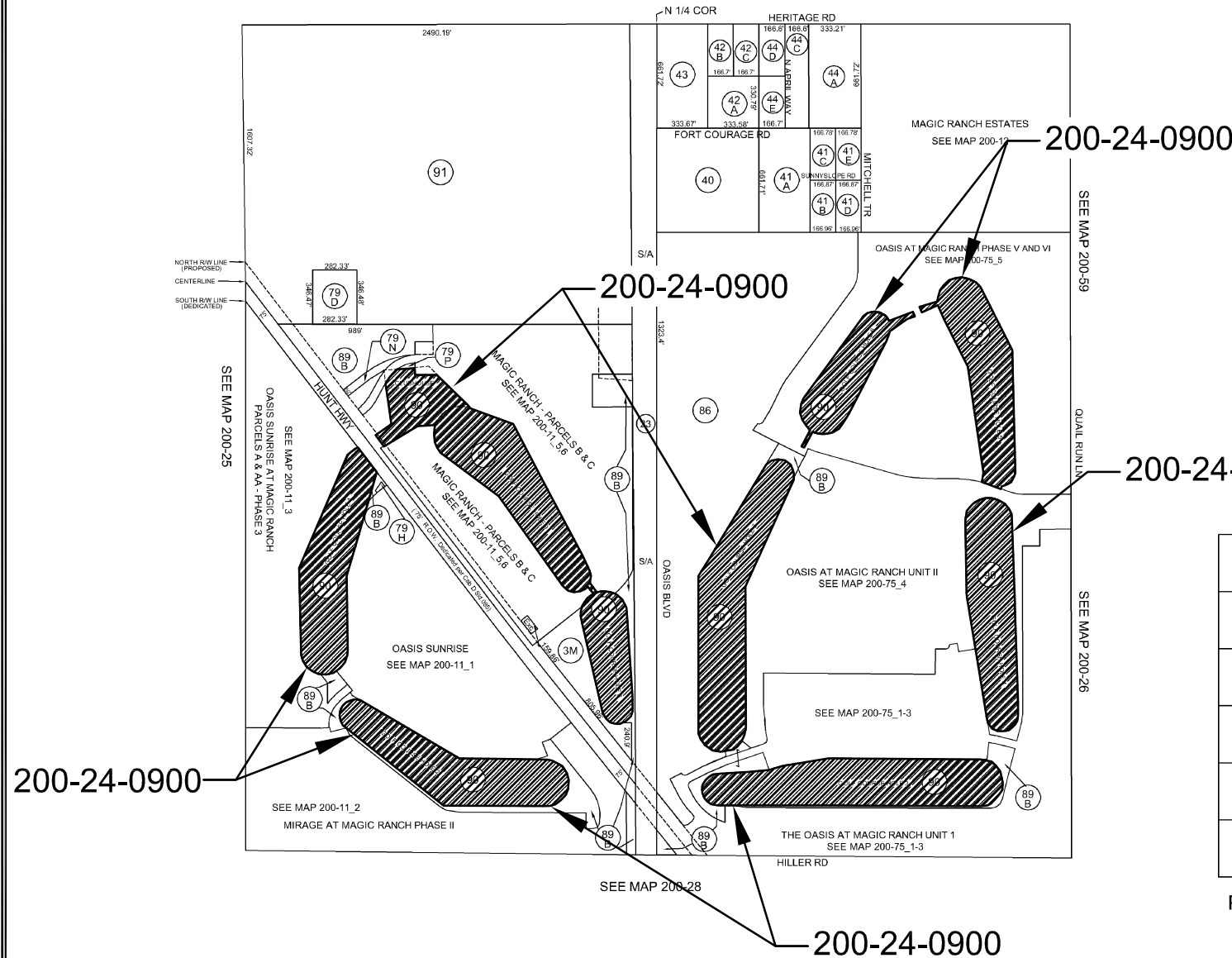
Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

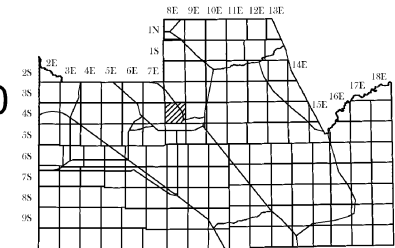
SEC. 11 TN.4S RG.8E

200-24_4

SEE MAP 200-24_1



LOCATION MAP



THIS MAP IS FOR VALUATION PURPOSES ONLY. THIS OFFICE WILL NOT ASSUME LIABILITY FOR REPRESENTATION, MEASUREMENTS OR ACREAGE. SURVEYS & SUBDIVISION PLATS ARE ON FILE WITH THE PINAL COUNTY RECORDERS OFFICE.

GOLF COURSE
UNDER PARCEL 200-24-090

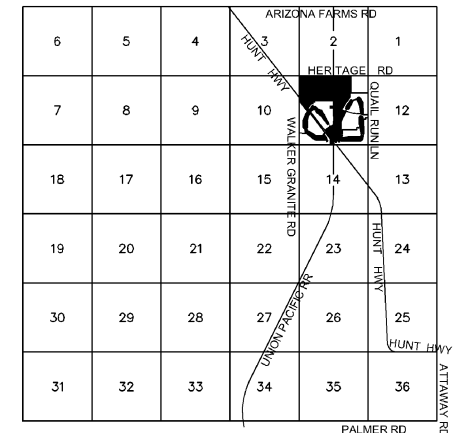
0 200 400 600

1" = 600'

ED BY: DN
02-14-2008



VICINITY MAP



PINAL COUNTY ASSESSORS MAP



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
THE CLUB AT OASIS, L.L.C.**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

THE CLUB AT OASIS, L.L.C., an Arizona limited liability company

DATE: August ___, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION
THE CLUB AT OASIS, L.L.C.
PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of August, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and THE CLUB AT OASIS, L.L.C., an Arizona limited liability company (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 (Tax Parcel No. 200-24-090) more particularly depicted on Exhibits “A” and “B” 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 Magic Ranch PAD, the Land Use Plan of 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; (iv) zoning under the Town of Florence Magic Ranch PUD comparable to that under the existing Pinal County Magic Ranch PAD; (v) all (a) existing uses and activities of the Property, including the uses and activities described in Exhibit “D” attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD; and (vi) 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 Zoning Districts including the uses shown in Exhibit “B” 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.

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"). The Annexation Petition shall contain a provision requiring, upon Owner's written request, the immediate rescission and termination of the Annexation Petition by the Town if: (a) any person or entity files any protest, appeal, referendum, litigation or other petition (including but not limited to, any petition filed pursuant to A.R.S. § 9-471(C)) challenging the validity or approval of the Annexation Petition; (b) the Town does not, at the same Town Council meeting in which the Annexation Petition is adopted, approve the PUD plan; (c) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of the PUD plan; or (d) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of this Agreement. 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") zoning designation allowing underlying land usage consistent with Town of Florence Zoning Districts, including the land usage contained within the existing Pinal County Magic Ranch PAD as shown in Exhibit "B." All land uses in the existing Pinal County Magic Ranch PAD are allowed as well as those in the Town of Florence Code for comparable zoning. All (a) existing uses and activities of the Property, including the uses and activities described in Exhibit "D" attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with all uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD shall be permitted for the Property.

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 residential density 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.

5. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(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.

6. 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. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County and consistent with the PUD shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per Paragraph 8 and/or subdivision improvements are completed and accepted by the Town.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Arbitration. If the mediation procedure set forth in Paragraph 12(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 13. 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 13 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 13(e) and 13(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 13(b), 13(g) and 13(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. Notwithstanding anything in this Agreement to the contrary, if either party objects to the arbitrator(s) award, then such party may within fifteen (15) days after the date of the award 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 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 12 and 13 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Good Standing; Authority. Each of the parties and their assigns represents and warrants (and will represent and warrant) to the other that: (i) it is duly formed and validly existing limited liability company 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 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: The Club at Oasis, L.L.C.
5310 E. Shea Boulevard, Suite 2
Scottsdale, Arizona 85254
Attn: Chris Johnson, Manager

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.

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) fifteen (15) 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. 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.

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

**THE CLUB AT OASIS, L.L.C., an
Arizona limited liability company**

By: _____
Chris Johnson

Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Pre-Annexation and Development Agreement for _____ was acknowledged before me this ____ day of August, 2014, by Chris Johnson, Manager of The Club at Oasis, L.L.C., 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.

My Commission Expires:

Notary Public

EXHIBITS

Exhibit A – Depiction of Property (Assessors Map)

Exhibit B – Depiction of Property (Magic Ranch PAD Land Use Plan)

Exhibit C – Magic Ranch PAD Land Use Plan

Exhibit D – Uses and Activities

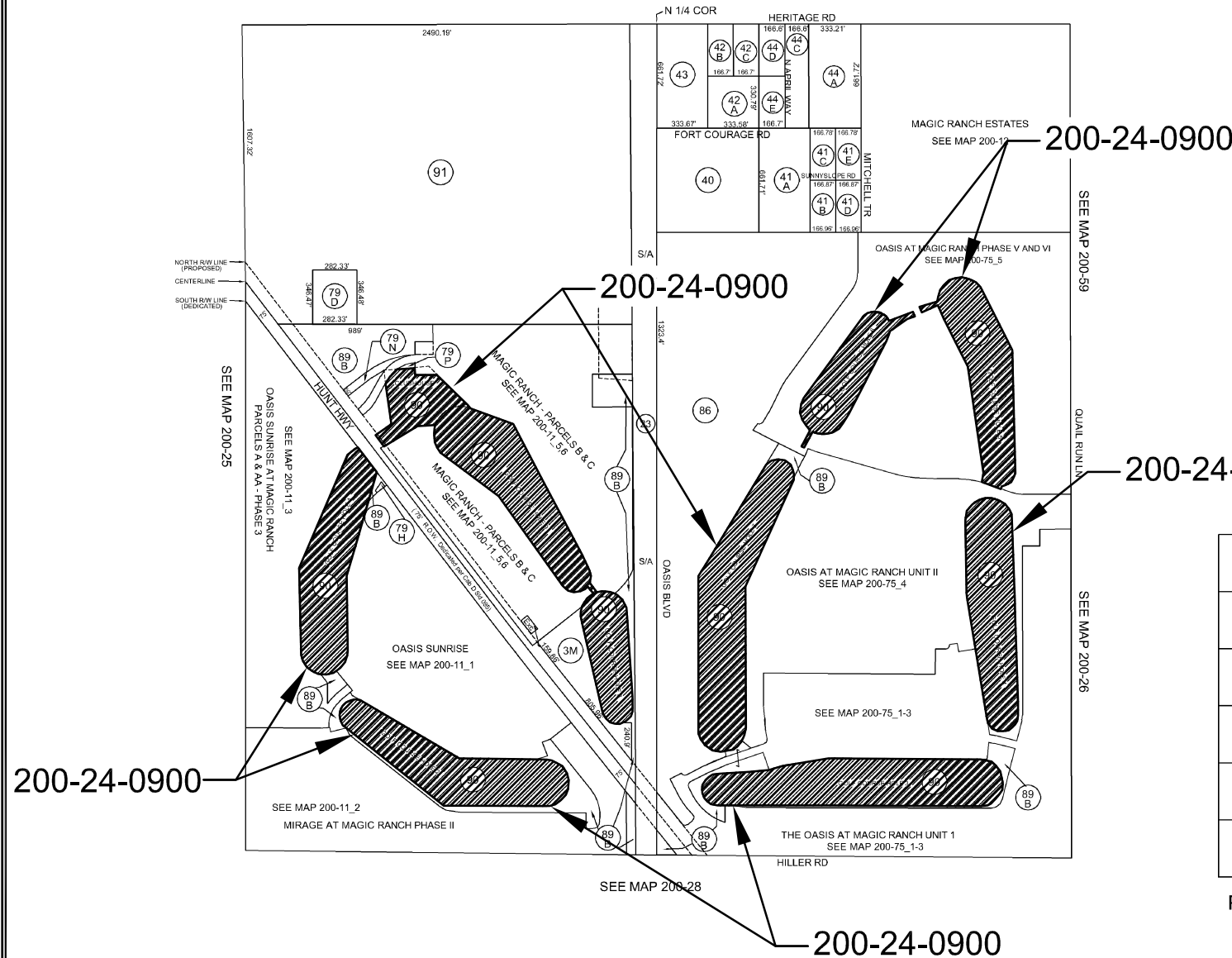
EXHIBIT “A”

Depiction of Property (Assessors Map)

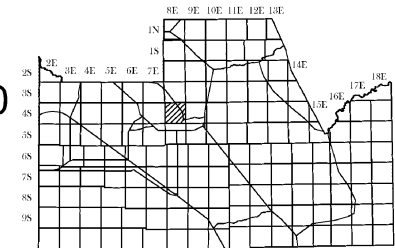
SEC. 11 TN.4S RG.8E

200-24_4

SEE MAP 200-24_1



LOCATION MAP



THIS MAP IS FOR VALUATION PURPOSES ONLY.
THIS OFFICE WILL NOT ASSUME LIABILITY FOR
REPRESENTATION, MEASUREMENTS OR ACREAGE.
SURVEYS & SUBDIVISION PLATS ARE ON FILE
WITH THE PINAL COUNTY RECORDERS OFFICE.

GOLF COURSE
UNDER PARCEL 200-24-090

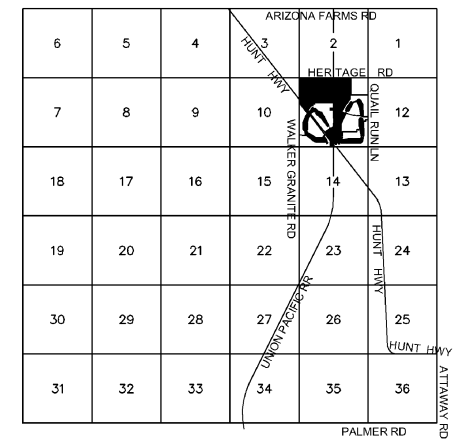
0 200 400 600

1" = 600'

DESIGNED BY: DN
02-14-2008



VICINITY MAP



PINAL COUNTY ASSESSORS MAP



EXHIBIT “B”

Depiction of Property (Magic Ranch PAD Land Use Plan)

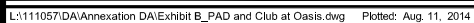
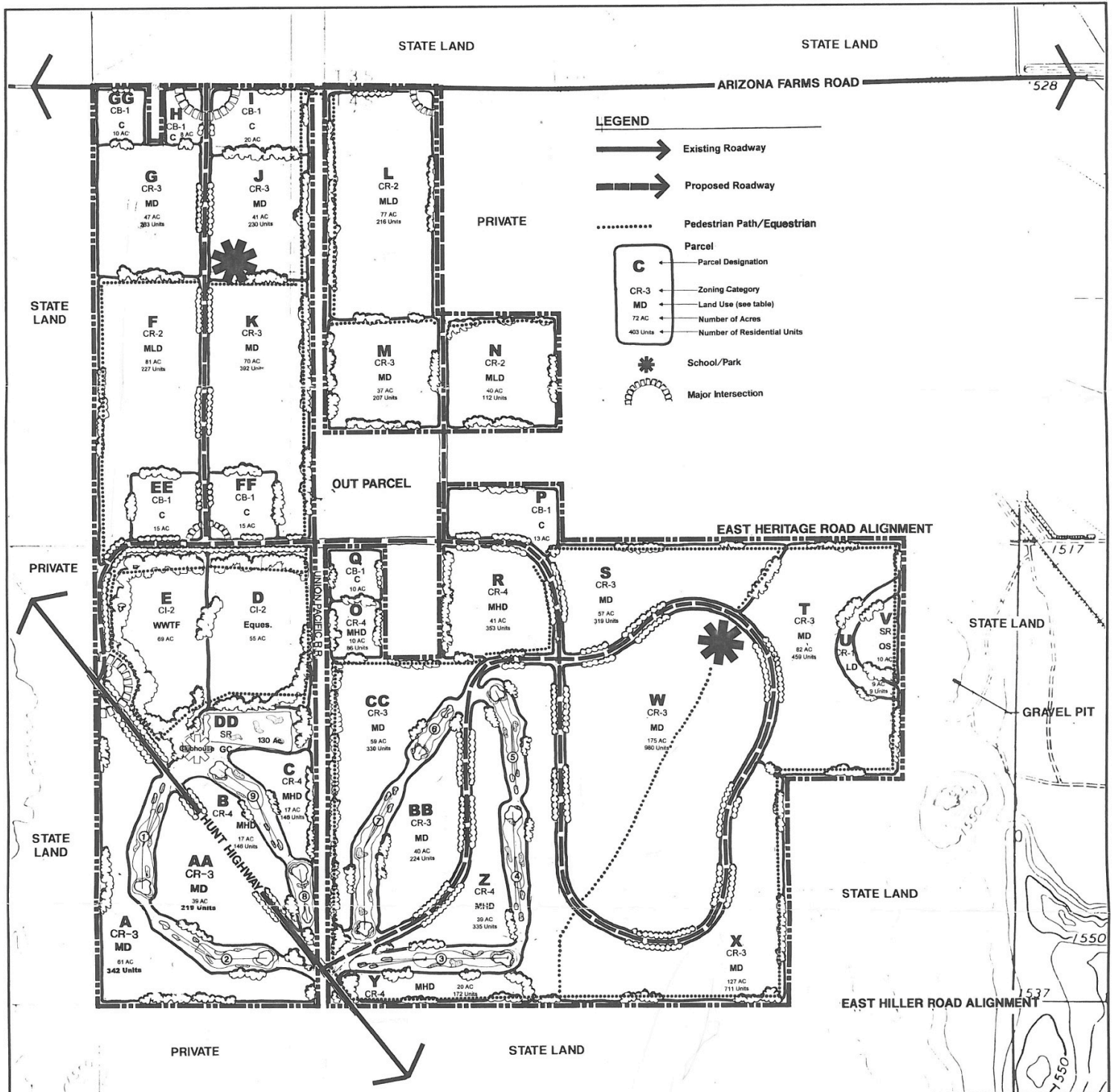


EXHIBIT “C”

Magic Ranch PAD Land Use Plan

Exhibit C



LAND USE PLAN

LAND USE TABLE

Land Use	Land Use Description	Proposed Zoning	Residences per Acre (PAC)	Target Units	Gross Acreage	Total Units
LD	Low Density Residential	CR-1	0.5 - 1.5	1.0	9	9
MLD	Medium Low Density Res.	CR-2	1.0 - 4.0	2.8	198	555
MD	Medium Density Residential	CR-3	4.1 - 7.0	5.6	835	4676
MHD	Medium High Density Res.	CR-4	7.1 - 10.0	8.6	144	1238
C	Commercial	CB-1			91	
GC	Golf Course	SR			130	
OS	Natural Open Space	SR			10	
EQ	Equestrian Center	CI-2			55	
WWTF	Waste Water Treatment Fac.	CI-2			89	
					1541	6476

Magic Ranch

WLB JOB #297036A-001

The WLB Group

Engineering, Planning, & Surveying
Land Use & Transportation Planning
11111 - Planning, Survey, Mapping, Design & Construction

EXHIBIT “D”

Uses and Activities

EXHIBIT D

G. INDUSTRIAL DEVELOPMENT STANDARDS

The Industrial Zone use category, CI-2, is for those areas designated as the Wastewater Treatment Facility and the Equestrian Center. In the case of this PAD, the Equestrian Center acts as a buffer to the Wastewater Treatment Facility for the residential and commercial areas within Magic Ranch.

Permitted Uses:

- Any use permitted in Section 1501-b (CB-1 Local Business Zone), Sections 1601-b and c (CB-2 General Business Zone), and Section 1701-b through e (CI-1 Light Industry and Warehouse Zone) of the Pinal County Zoning Ordinance.
- Airport or landing field, commercial subject to the following conditions set forth in Sub-section 601-j of the Pinal County Zoning Ordinance.
- Accessory building or use when located on the same building site.
- Any other type of commercial or industrial use provided that prior to any such use of any property, the applicant shall obtain an Industrial Use Permit from the Board of Supervisors.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal.
- The uses covered by this sub-section include but are not limited to:
 - Auto wrecking, junk yard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than 6 feet in height.
 - Commercial cattle feeding yard or sales or auction yard.
 - Dirt, soil, clay, sand, rock, stone or gravel pit or yard.
 - Petroleum products stored above ground, except in quantities of less than 1,000 barrels.
 - Racetrack or sports stadium, except for contests between human beings only.



- Rifle range, including pistol range, if not within an enclosed building.
 - Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products.
 - Sandblasting.
 - Sewer farm or sewage disposal, not operated under the control of the Board of Supervisors, a Municipality, or a sanitary district.
- Maximum Building Height: 35 feet.
 - Minimum Lot Area: None.
 - Minimum Lot Width: None.
 - Minimum Area per Dwelling Unit: None.
 - Minimum Front Yard: 30 feet.
 - Minimum Side Yards: None.
 - Minimum Rear Yard: 50 feet.
 - Detached Accessory Buildings:
 - Permitted coverage: 40% of the required rear yard and any additional space within the buildable area.
 - Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.



F. SUBURBAN RANCH ZONE, SR

SR zoning covers those areas set aside as either natural open space or developed open space and include areas designated as Golf Course, School/Park/Community Centers and Utilities Areas within the PAD.

Permitted Uses

- Single-family dwelling unit on a 36,000 square foot lot. Any dwelling unit within the SR Zone shall be subject to the conditions of CR-1 zoning.
- Commercial agricultural uses:
 - Field crops, truck gardening, berry or bush crops, tree crops, flower gardening, nurseries, orchards, aviaries and apiaries.
 - The raising and marketing of poultry, rabbits and small animals, but no slaughtering of other than such raised on the premises.
 - The grazing and raising of livestock, except that not more than one hog, weighing more than 50 pounds, may be kept per commercial acre.
- Guest ranch, in accordance with Article 19, Guest Ranch Regulations (Pinal County Zoning Ordinance).
- Church, providing the minimum off-street parking requirements, as set forth in Article 21 of the Pinal County Zoning Ordinance, are met.
- Professional or semi-professional office or studio, home occupation, and the employment of persons not residing on the premises.
- Accessory buildings, structures or uses.
- A stand not more than 200 square feet in area for the sale of farm products grown or produced on the premises provided said stand is not closer than 10 feet to any street lot line and not closer than 20 feet to any other lot line.
- Refreshment stand.
- Club: private, social, or recreational.
- Auction, public.
- Feed, tack and apparel store.



- College, community service agency, governmental structure, library, museum, playground or athletic field, public or private school, provided that said use shall be located on a site of not less than 10 acres, that the improvements shall occupy not more than 30 percent of said site, that no playground or athletic field be located closer than 100 feet to any property line, and that all roads and parking areas be surfaced with a material which will minimize the creation of dust.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal. (It is intended that the parcel labeled as Equestrian Center (SR) shall be used as communal stable and riding facilities for any residential units located within the SR district.)
- Hospital, clinic, dispensary or sanatorium, provided that the building site is not less than four commercial acres, that any buildings occupy not more than 30 percent of the building site, and are located at least 50 feet from any boundary line of the site, and that the applicant for the permit shall provide the Zoning Inspector with the written consent of 75 percent of the owners, by number and areas, of property within 300 feet of the building site.
- Resort hotel, provided the site contains not less than 10 acres, that the buildings occupy not more than 30 percent of the area of the building site, and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of 51 percent of the owners, by number and area, of property within 300 feet of the building site for which permit is sought.
- Veterinary hospital or kennels, provided the site is not less than 5 acres in area, that no building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone; and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of at least 75 percent of the owners, by number and area, of property within 300 feet of the building site for which the permit is sought.
- Utility Infrastructure Yards.
- Golf course, other than miniature, in private ownership, but open to the public, provided that the use be located on a site of not less than 15 acres, that no building be located nearer than 10 feet to any boundary of the site; that the course shall have not less than 9 holes. Golf courses include customary clubhouse and appurtenant facilities (temporary and permanent).
- Earth stations.



- Fire stations.
- Gas metering and control stations, public utility.
- Golf driving ranges.
- Gymnasiums.
- Parks, playgrounds and play-fields with all appurtenant facilities customarily found in conjunction therewith.
- Recreation clubs, commercial, including tennis, polo, swimming and similar outdoor recreational activities together with appurtenant clubhouses.
- Riding trails, bikeways and hiking trails, excluding trails for motor vehicles.
- Swimming pools.
- Tennis, volleyball, badminton, croquet, lawn bowling and similar courts
- Roadways, both public and private, may cross through the connecting corridor between the green and tee areas in a golf course.
- Parks, playgrounds and multi-use fields with all appurtenant facilities customarily found in conjunction therewith.
- Accredited schools, kindergarten through grade 6 including appurtenant facilities which offer instruction required to be taught in the public schools.
- Temporary activities sponsored by a non-profit organization or charitable use and approved by school authorities.

Accessory Uses

- Debris basins.
- Easements for utility lines, public or private.
- Grading projects, offsite transport.
- Signs, as provided in Section IV-F of the Design Guidelines, herein.
- Maintenance and storage areas necessary for permitted use.



- Building materials, storage of, used in the construction of a building or building project.
- Easements for utility lines, public or private.
- Offsite grading.
- Parking lots.
- Storage, temporary, of materials and construction equipment used in construction or maintenance of streets and highways, sewers, storm drains, underground conduits, flood control works, pipelines and similar uses for a period not to exceed one year.

Uses Subject to Use Permits

The following uses, provided a special use permit has first been obtained and while such permit is in full force and effect in conformity with the conditions of such permit for:

- Archery ranges.
- Health clubs or centers.
- Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare in addition to those specifically listed in this section.
- Sewage treatment plants, pumping stations, tanks and any use normal and appurtenant to the collection, treatment and disposal of sewage.
- Water reservoirs, dams, treatment plants, gaging stations, pumping stations, tanks, wells and any use normal and appurtenant to the storage and distribution of water.
- Amphitheaters.
- Amusement rides and devices, including merry-go-rounds, ferris wheels, swings slides, rebound-tumbling and similar equipment for longer than seven days in any six month period.
- First aid stations.
- Menageries, zoos, animal exhibitions or other facilities for the keeping or maintaining of wild animals.



- Park and ride lots.
- Skating rinks, ice or roller.
- Stations, bus and taxi.
- Maximum Building Height: 2 stories or 30 feet.
- Minimum Lot Area: 144,000 square feet.
- Minimum Lot Width: None.
- Minimum Area per Dwelling Unit: 36,000 square feet
- Minimum Front Yard: 50 feet.
- Minimum Side Yards: 10 feet each.
- Minimum Rear Yard: 50 feet.
- Detached Accessory Buildings:
 - Permitted coverage: One-third of the total area of the rear and side yards
 - Maximum height: 20 feet
 - Minimum distance to main building: 7 feet
 - Minimum distance to front lot line: 100 feet
 - Minimum distance to side and rear lot lines: 4 feet if building is not used for poultry or animals; 100 feet if building is used for poultry or animals



Chapter 2.90 CB-1 LOCAL BUSINESS ZONE

Sections:

- 2.90.010 Uses permitted.
- 2.90.020 Site development standards.
- 2.90.030 Detached accessory buildings.

2.90.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone).

B. The following uses, which in any CB-1 zone shall be conducted wholly within a completely enclosed building unless otherwise specified and use operated as a store, shop or business, shall be a retail establishment and all products on the premises shall be sold at retail on the premises.

Antique store;

Apparel store;

Art needlework or hand-weaving establishment;

Art gallery or store;

Auto parking lot (within or without building) subject to the provisions of PCDSC 2.140.030;

Bakery;

Bank, safe depository or trust company;

Barber or beauty shop;

Bicycle shop (no sales or servicing of motor scooter or motorcycles);

Book, newspaper, magazine, stationery, art or drawing supply store;

Cafe, lunch room (provided no dancing is allowed and no alcoholic beverages sold except beer and wine);

Catering service;

Church;

Cigar store;

Cleaning, dyeing, laundry, collection agency;

Clinic;

Club or lodge (nonprofit);

Community service agency;

Confectionery store;

Custom dress making, millinery, hemstitching or pleating;

Custom weaving or mending;

Day nursery or child-care center;

Dealer in coins, stamps, or similar collector's items;

Delicatessen store;

Dental or medical laboratory;

Department store, variety store;

Drug store;

Dry goods or notions store;

Electric appliance store;

Florist shop;

Frozen food locker;

Furniture or house furnishing store;

Garage for public storage only;

Gasoline service station (incidental repairing only) subject to the provisions of PCDSC [2.140.070](#);

Gift, curio, novelty, toy or hobby shop;

Governmental structure;

Grocery, fruit or vegetable store;

Hardware store;

Hotel;

Ice cream store;

Ice station for packaged sales only;

Interior decorator;

Jewelry store or jewelry and watch repair;

Laundry and dry cleaning units provided the same occupy no more than 3,000 square feet of gross floor area;

Leather goods store;

Library, rental or public;

Liquor store for packaged sales only;

Meat, fish or dressed poultry market, provided no live poultry are kept on premises;

Messenger service;

Multigraphing, mimeographing, duplicating, addressographing;

Museum;

Music, phonograph or radio store;

Nursery, flower, plant or tree (within a building or enclosure);

Office: business, professional or semi-professional);

Photograph studio or photographic supply store;

Postal stations;

Pressing establishment;

Refreshment stand;

Religious rescue mission;

School, barber or beauty culture;

School, business;

School, dramatic;

School, handicraft, painting or sculpture;

Shoe store or shoe repair shop;

Sporting goods, hunting and fishing equipment store;

Station, bus or stage;

Tailor shop;

Taxi cab stand;

Taxidermist;

Theater, except drive-in or outdoor theater;

Water, telephone or telegraph distribution, installation or electrical receiving or distribution station (within or without a building) subject to the provisions of PCDSC [2.140.030](#);

Other similar enterprise or business of the same class, which in the opinion of the board of supervisors, as evidenced by resolution or record, is not more obnoxious or detrimental to the welfare of the particular community than the enterprises or businesses above enumerated.

C. Accessory building or use (not involving open storage), when located on the same building site.

D. Administrative, engineer, scientific research, design or experimentation facility, and such processing and fabrication as may be necessary thereto; provided, that all such operations be completely housed within buildings located on a site of not less than 10,000 square feet; that all such buildings shall be set back not less than 25 feet from any property line abutting a residential zone; that an off-street parking area be provided for all such vehicles incidental to said operation; and that one additional such parking space be provided for each three persons regularly employed on said premises; that a masonry wall or screened planting shall be erected and maintained on any property line directly abutting any residential zones; that there is no manufacturing or warehousing of goods for sale at wholesale or retail; and that any activity conducted on said premises shall be free of dust, noxious smoke, fumes, odors, or unusual vibrations or noise.

E. Restaurant or tea room, including a cocktail lounge or bar in connection therewith, upon condition that no outside door opens into the cocktail lounge or bar; and provided further, that the applicant for a permit shall provide the zoning inspector with written consent of 75 percent of the owners, by number and area, of property within 300 feet of the site for which the permit is sought.

F. One-family dwelling unit, conventional construction, or mobile home or manufactured home in conjunction with an established, permitted use. [Ord. 61862 § 1501].

2.90.020 Site development standards.

A. Building height: maximum height of any structure shall be 30 feet.

B. Minimum lot area: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

C. Minimum lot width: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 20 feet, which may be used to meet off-street parking requirements, or as part of off-street parking lot.

F. Minimum side yards: none for uses listed in PCDSC 2.90.010(B) through (F): seven feet each for residential uses.

G. Minimum rear yard: 25 feet, except as provided in PCDSC 2.150.200 for corner lot, which may be used to meet off-street parking requirements, or as a part of off-street parking lot.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.90.010(B) through (F): 14 feet between residence and business. [Ord. 61862 §§ 1502 – 1509].

2.90.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard area and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; two stories or 30 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 20 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1510].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.95 CB-2 GENERAL BUSINESS ZONE

Sections:

- 2.95.010 Uses permitted.
- 2.95.020 Site development standards.
- 2.95.030 Detached accessory buildings.

2.95.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone) and in PCDSC 2.90.010 (CB-1 local business zone).

B. Advertising sign, structure or billboard, subject to Chapter 2.145 PCDSC;

Amusement or recreational enterprise (within a completely enclosed structure) including billiard or pool hall, bowling alley, dance hall, gymnasium, penny arcade, shooting gallery, skating rink, sports arena;

Amusement or recreational enterprise (outdoor) including archery range, miniature golf or practice driving or putting range, games of skill or science, pony riding ring without stables, swimming pool or commercial beach or bathhouse, tennis court;

Auction, public (no animals);

Auditorium or assembly hall;

Auto rental garage;

Auto repair, mechanical or steam washracks, battery service (no body or fender work, painting or upholstery, except as incidental);

Bar, cocktail lounge, night club, tavern;

Baths (Turkish, Swedish, steam, etc.);

Blueprinting, photostating;

Boats, storage or rental;

Burglar alarm service;

Carpenter shop;

Cigar manufacturing (custom hand-rolled);

Cleaning establishment, if only two clothes cleaning units of not more than 40 pounds rated capacity, and using cleaning fluid which is nonflammable, and nonexplosive at temperatures below 138.5 degrees Fahrenheit;

Club: athletic, private, social, sport or recreational (operated for profit) except sports stadium or field;

Engraving, photo-engraving, lithographing;

Fortune telling;

Garage, public (for commercial use);

Juke box or coin machine business (limited to assembly, repair and servicing);

Laundry, steam or wet-wash;

Lumber yard, retail (provided no machinery is used other than a rip saw and cut-off saw);

Locksmith, tool or cutlery sharpening, lawnmower repairing, fix-it or handyman shop;

Massage establishment, reducing salon or gymnasium;

Mattress shop for repairing only (no renovating);

Merchandise broker's display, wholesale;

Motorcycle or motor scooter repair or storage;

Mortuary or embalming establishment or school;

Newspaper office;

Oxygen equipment, rental or distribution;

Pawn shop;

Piano repairing;

Plumbing, retail custom;

Printing or publishing;

Record recording studio or sound score production (no manufacturing or treatment of records);

Refrigeration installation or service;

School or college (operated as a commercial enterprise for dancing or musical instruction; industrial or trade school teaching operations or occupation permitted in this zone);

Sheet metal or tinsmith shop;

Sign painting shop;

Storage building;

Trade show, industrial show or exhibition;

Transfer or express service;

Upholstery shop;

Wallpaper sales, paper hanging.

C. Sale, rental or display of:

Airplanes or parts;

Automobiles, recreational vehicles, travel trailers, motorhomes, and trailers;

Barber's supplies or beauty shop equipment;

Butcher's supplies;

Clothing or accessories (wholesale);

Contractor's equipment or supplies;

Drugs or medical, dental, or veterinary supplies (wholesale);

Farm equipment or machinery;

Feed (wholesale);

Garage equipment;

Hardware (retail or wholesale);

Hotel equipment or supplies;

Household appliances, sewing machines, etc. (wholesale);

Machinery, commercial and industrial;

Monuments or tombstones (no wholesale);

Office equipment (safes, business machines, etc.) (wholesale);

Orthopedic appliances (trusses, wheelchairs, etc.);

Painting equipment or supplies (paint, varnish, etc.);

Pet (no boarding or hospital);

Plastic or plastic products (wholesale);

Plumbing, heating and ventilating fixtures or supplies;

Restaurant or soda fountain equipment or supplies;

Secondhand goods: personal, furniture, books, magazines, automobiles, but not secondhand auto parts;

Tents or awnings;

Trunks or luggage (wholesale);

Upholsterer's supplies;

Venetian blinds;

Window shades.

D. Light manufacturing or assembling incidental to retail sales from the premises; provided, that not more than 25 percent of the floor is occupied by businesses engaged in manufacturing, processing, assembling, treatment, installation and repair of products.

E. Wholesaling of products permitted in subsection C of this section unless specifically prohibited, with storage space not exceeding 1,500 square feet of floor area.

F. Cemetery or crematory; provided, that cemeteries for human remains shall be located on a site of not less than five acres and for animal pets not less than one acre, and that no crematory be erected closer than 500 feet from any boundary of said site adjoining property in a rural or residential zone.

G. Drive-in theater; provided, that the face of any projection screen be not visible from any county road or any street or route shown on the adopted map of major thoroughfares and proposed routes (Map C, PCDSC 2.15.020), which is within 500 feet of said screen; provided further, that the site for said theater shall consist of not less than 10 acres of land and be a single tract or parcel not intersected or divided by any street, alley or by property belonging to any other owners; that any lights used to illuminate the theater site shall be so arranged as to reflect the light away from adjoining property and streets; that the plans for said theater shall have been approved by the county engineer, indicating no undue traffic congestion, due to the location and arrangement of the theater, including the car rows and aisles and minimizing the danger of fire and panic; that acceleration and deceleration lanes shall be provided along the public thoroughfare adjacent to the entrance and exit of the theater, that parking space or storage lanes for patrons awaiting admission shall be provided on the site in an amount equal to not less than 30 percent of the vehicular capacity of the theater; that vehicular circulation shall be so designed and constructed as to permit only one-way traffic within the boundaries of the tract on which the theater is located; that emergency exits shall be provided; that sanitary facilities and the method of food handling shall be approved by the county health department; that definite plans for shrubbery and landscaping shall be presented to the zoning inspector and made a part of the permit; that the nearest point of the theater property, including driveways and parking areas shall be a least 750 feet from the boundary of a district zoned for

residential use; and provided further, that all other conditions of the zone are fully observed.

H. Racetrack or sports stadium, subject to the conditions set forth in PCDSC 2.20.010 (O), except the requirements for the filing of the consent of owners of adjacent property.

I. Radio or television tower or booster station, provided such tower is no closer to any boundary of said site than the height thereof.

J. Veterinary hospital or kennels, provided no such building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone.

K. One-family dwelling unit, conventional construction, mobile home, or manufactured home in conjunction with an established, permitted use. [Ord. 012010-AEO § 1; Ord. 61862 § 1601].

2.95.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none except for uses listed in PCDSC 2.95.010(F) and (G).

C. Minimum lot width: none.

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 15 feet.

F. Minimum side yards: none for uses listed in PCDSC 2.95.010(A) through (J); seven feet each for residential uses.

G. Minimum rear yard: 10 feet for uses permitted in PCDSC 2.95.010(A) through (J); 25 feet for residential use.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.95.010(A) through (K); 14 feet between residence and business. [Ord. 61862 §§ 1602 – 1609].

2.95.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1610].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.105 CI-1 LIGHT INDUSTRY AND WAREHOUSE ZONE

Sections:

- 2.105.010 Uses permitted.
- 2.105.020 Site development standards.
- 2.105.030 Industrial buffer required.
- 2.105.040 Detached accessory buildings.

2.105.010 Uses permitted.

- A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone) and in PCDSC 2.95.010(B) and (C) (CB-2 general business zone).
- B. One-family dwelling unit, conventional construction, or manufactured home or mobile home as watchman or caretaker's quarters in conjunction with an established, permitted use.
- C. Any of the following if conducted wholly within a completely enclosed building:
1. Manufacture, compounding, processing, packaging or treatment of: bakery goods, candy, cosmetics, dairy products, drugs and pharmaceutical products, soap (cold process only), and food products, except fish or meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils.
 2. Manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, broom corn, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair or bristles, horn, leather, paper, plastics or plastic products, precious or semi-precious metals or stones, shell textiles, tobacco, wax (paraffin, tallow, etc.), wood (excluding sawmill or planing mill), yarns, paint (not employing a boiling process).
 3. Manufacture of: glass, pottery or other similar ceramic products (using only previously prepared sand or pulverized clay and kilns fired only by electricity or gas), musical instruments, toys, novelties, rubber or metal stamps.
 4. Manufacture and maintenance of: electric and neon signs, billboards, commercial advertising structures and displays, sheet metal products, including heating or cooling and ventilating ducts and equipment, cornices, eaves and the like.
 5. Automobile or trailer assembling, painting, upholstering, rebuilding, reconditioning, sale of used parts, truck repair or overhauling, tire rebuilding or recapping, battery manufacture and the like.
 6. Blacksmith and welding shop or machine shop (excluding punch presses over 20 tons rated capacity, and drop hammer), foundry casting, electroplating and electro-winding lightweight nonferrous metals not causing noxious fumes or odors.

7. Laundry, cleaning or dyeing works, carpet and rug cleaning.
 8. Distribution plant, ice and cold storage plant, beverage bottling plant.
 9. Wholesale business, storage building or warehouse.
 10. Assembly of electrical appliances: radios and phonographs, including the manufacture of small parts only, such as coils, condensers, transformers, crystal holders and the like.
 11. Laboratory: experimental, photo or motion picture film, testing, medical and dental.
 12. Veterinary or cat or dog hospital or kennels.
 13. Poultry or rabbit killing incidental to a retail business on the same premises.
 14. Aircraft engine, engine parts and auxiliary equipment manufacturing.
 15. Manufacturing of search, detection, navigation, guidance, aeronautical and nautical systems and instruments.
 16. Manufacturing of plastics and resin, semiconductors and related devices, noncorrosive storage batteries, electrical and electronic equipment and components.
 17. Manufacturing of medical and dental equipment and supplies manufacturing.
 18. Medicinal and botanical manufacturing, excluding medical marijuana dispensaries, food establishments and off-site cultivation locations.
 19. Missile and space vehicle parts and auxiliary equipment manufacturing.
- D. Any of the following if conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid wall, compact evergreen hedge or uniformly painted board fence, not less than six feet in height.
1. Building material sales yard, contractor's equipment sales yard (only) or rental of equipment commonly used by contractors.
 2. Retail lumber yard, including only incidental mill work, feed yard.
 3. Draying, freighting or truck yard or terminal.
 4. Motion picture studio.
 5. Automobile or automotive body and fender shop.
 6. Public utility service yard.
- E. Accessory building or use when located on the same building site.

F. Airport, airstrip or landing field including airport operations and air traffic control; provided, that runways shall be no closer than 600 feet from any boundary of a site of not less than 160 acres.

G. 1. Gasoline or flammables bulk station, provided said products, gasoline, or petroleum shall not be stored in tanks of more than 10,000 gallons capacity each, located not less than 25 feet from building or lot line and no closer than 100 feet to a residential zone.

2. Liquefied petroleum gases (LPG) bulk station shall be designed, constructed and maintained in compliance with provisions of National Fire Protection Association NFPA Standards No. 58.

H. Heavy truck storage, repair, service, staging and point of operation for trucking operations and their accessory equipment. [Ord. PZ-C-003-12 § 6; Ord. 011812-ZO-PZ-C-007-10 § 8; Ord. 61862 § 1701].

2.105.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

F. Minimum side yards: none, except as provided in PCDSC [2.105.030](#).

G. Minimum rear yard: 10 feet, except as provided in PCDSC [2.105.030](#). [Ord. 61862 §§ 1702 – 1708].

2.105.030 Industrial buffer required.

Where industry adjoins, faces or confronts residential property or a major or secondary thoroughfare, such industrial use shall provide a yard of not less than 10 percent of the lot depth or width on the side or sides abutting, facing or confronting said uses, but such yard need not exceed 50 feet unless a greater depth or width is required by the general setback provisions of this title, or general or special setback provisions of any existing setback ordinance. Such yard shall be improved with one or more of the following:

A. Landscaping.

B. Parking lot, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped; and a decorative screening device of opaque fencing, walls, landscaped earth berms or any combination thereof, shall be installed between the landscaped area and the parking lot, to a minimum height of three feet.

C. Recreational space for employees, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped. [Ord. 61862 § 1709].

2.105.040 Detached accessory buildings.

A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.

B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC 2.105.030.

E. Minimum distance to side lot lines: none, except as provided in PCDSC 2.105.030.

F. Minimum distance to rear lot line: four feet, except as provided in PCDSC 2.105.030. [Ord. 61862 § 1710].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyaz.gov/>
(<http://pinalcountyaz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.110 CI-2 INDUSTRIAL ZONE

Sections:

- 2.110.010 Uses permitted.
- 2.110.020 Site development standards.
- 2.110.030 Detached accessory buildings.

2.110.010 Uses permitted.

A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone), 2.95.010(B) and (C) (CB-2 general business zone) and 2.105.010(B) through (E) (CI-1 light industry and warehouse zone).

B. Airport or landing field, commercial, subject to the following conditions set forth in PCDSC 2.20.010(I).

C. Accessory building or use when located on the same building site.

D. An industrial use permit (IUP) shall be obtained from the board of supervisors for the uses specified below:

The uses covered by this subsection include but are not limited to:

The application for an industrial use permit shall be made to the commission and shall include a plan for the development of the land to be so used, and a uniform, nonrefundable fee, as set forth in Chapter 2.160 PCDSC. Copies of the application shall be provided to the county engineer, the county health department and the Pinal-Gila County Air Quality Control District. The commission shall hold at least one public hearing on the application after giving at least 15 days' notice. The notice shall be given by publication once in a newspaper of general circulation in Pinal County, by posting the property to be used, and by notifying all property owners within 300 feet of the proposed use. The commission shall consider whether the use will create any foreseeable flood, traffic or health hazards or nuisances. The commission may hold additional public hearings and give additional public notice as they deem reasonable under the circumstances. By agreement between the commission and the applicant, the above procedures may take place concurrently with an application for change of the zone of land to CI-2 industrial zone. The commission shall recommend to the supervisors either for or against the granting of a use permit. Upon receipt of the commission's recommendation, the supervisors shall hold a public hearing on the use permit after giving at least 15 days' notice. Notice shall be given by publication once in a newspaper of general circulation in Pinal County, and by posting the property to be used. Upon completion of the public hearing, the supervisors may act upon the application; however, if 20 percent of the owners of property by area and number within 300 feet of the proposed use file a protest to such use, the use permit shall not be granted except by unanimous vote of all members of the board of supervisors. By agreement between the applicant and the board of supervisors, the above procedures may take place concurrently with an application for a change of zone of the land to CI-2 industrial zone.

The uses covered by this subsection include but are not limited to:

Abattoir (slaughterhouse);

Auto wrecking, junkyard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than six feet in height;

Blast furnace;

Boiler shop or works;

Coke oven;

Commercial cattle feeding yard or sales or auction yard;

Dirt, soil, clay, sand, rock, stone or gravel pit or yard;

Fat rendering;

Hog feeding yard, commercial (where more than three hogs weighing more than 100 pounds each are fed);

Incineration, reduction or dumping of offal, garbage or refuse on a commercial scale, not operated by the board of supervisors, a municipality or sanitary district;

Manufacture of: acetylene gas, acid, ammonia, asphalt or products, asbestos, brick, tile of terra cotta, babbitt metal, bleaching powder, carbon, lamp black or graphite, cement, celluloid, chlorine gas, coal tar or products, creosote or products, explosives, fireworks, fertilizer (including open storage on a commercial scale), illuminating gas, gelatine, glucose, glue or size, guncotton or products, gypsum, insulating material (such as rock wool and similar products), lime or products, matches, phenol, pickles, plaster of Paris, poisons, potash, pulp, paper and strawboard, rubber, sulfur and products, sauerkraut, soap except by cold process, tar or asphalt roofing, turpentine, vinegar;

Meat packing plant;

Oil reclaiming plant;

Ore reducing plant, on site of less than 72,000 square feet;

Petroleum products stored above ground, except in quantities of less than 1,000 barrels;

Petroleum refinery;

Racetrack or sports stadium, except for contests between human beings only;

Rifle range, including pistol range, if not within an enclosed building;

Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products;

Rolling mill;

Rubber reclaiming plant;

Salt works;

Sandblasting;

Sewer farm or sewage disposal, not operated under the control of the board of supervisors, a municipality, or a sanitary district;

Smelting, on site of less than 72,000 square feet;

Stockyards, commercial;

Storage or baling of rags or paper, except where conducted wholly within an enclosed building or behind imperforated walls or close board fence not less than six feet in height;

Tannery;

Wood or bone distillation;

Wool pulling or scouring plant.

E. Initiation of IUP. Requests for an IUP may be initiated by a property owner or authorized agent of a property owner filing an application requesting an IUP.

F. Application Procedure. An applicant requesting an IUP is subject to the same requirements that are set forth in PCDSC [2.166.040](#)(B) through (E) and PCDSC [2.166.050](#)(A) through (J).

G. This process can run concurrently with a rezoning application.

H. A violation of any condition of approval is a violation to this title and will be enforced pursuant to Chapter [2.160](#) PCDSC.

I. A previously approved IUP shall become null and void upon the issuance of a new IUP for the same property, unless stated otherwise in the new IUP. [Ord. 011812-ZO-PZ-C-007-10 § 9; Ord. 61862 § 1801].

2.110.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

- F. Minimum side yards: none, except as provided in PCDSC [2.105.030](#).
- G. Minimum rear yard: 10 feet, except as provided in PCDSC [2.105.030](#).
- H. Industrial buffer required: same as in PCDSC [2.105.030](#). [Ord. 61862 §§ 1802 – 1809].


2.110.030 Detached accessory buildings.

- A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.
- B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.
- C. Minimum distance to main building: seven feet.
- D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC [2.105.030](#).
- E. Minimum distance to side lot lines: none, except as provided in PCDSC [2.105.030](#).
- F. Minimum distance to rear lot line: four feet, except as provided in PCDSC [2.105.030](#). [Ord. 61862 § 1810].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8e.
MEETING DATE: August 18, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1478-14: Pre-Annexation and Development Agreement with Johnson Utilities, LLC, an Arizona limited liability company		<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. 1478-14, entering into a Pre-Annexation and Development Agreement with Johnson Utilities, LLC.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of approximately 105.89 acres located within the pending Magic Ranch annexation. The site is located along the Hunt Highway corridor within the Magic Ranch community. The subject site is primarily developed with the Section 11 Wastewater Treatment Facility.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and ensures that the owner can continue to maintain currently permitted and developed land uses.

RECOMMENDATION:

Motion to adopt Resolution No. 1478-14, entering into a Pre-Annexation and Development Agreement with Johnson Utilities, LLC.

ATTACHMENTS:

Resolution No. 1478-14
Johnson Utilities, LLC. PADA

When recorded, return to:

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

RESOLUTION NO. 1478-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH JOHNSON UTILITIES, LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “JOHNSON UTILITIES, LLC” PROPERTY).

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 Utilities, LLC., the “Owner”, plans to annex approximately 105.89 acres located as legally described on Exhibit “A” attached hereto (the “Property”) into the town limits of Florence; and

WHEREAS, the Master Plan for the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence 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 Property, including the acceptance of the development Master Plan, duration of the Pre-Annexation and Development Agreement, the permitted uses of the Property and the density and intensity of such uses and other matters related to the development, redevelopment and/or ongoing use 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 the terms and conditions for the annexation and development, redevelopment and/or ongoing use of approximately 105.89 acres 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 18th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

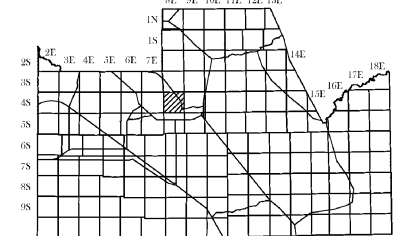
APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

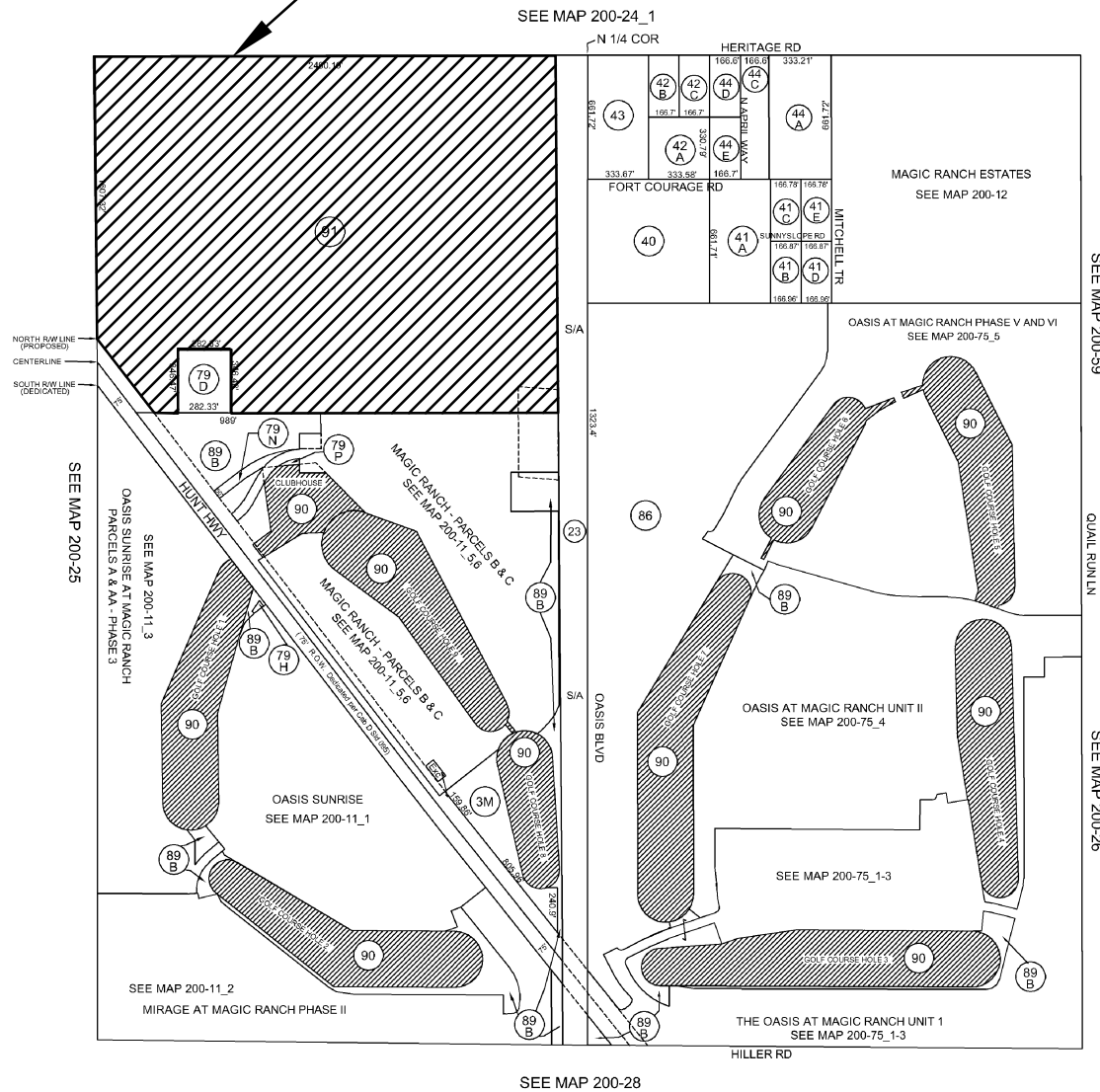
James E. Mannato, Town Attorney

- 200-24-079D

LOCATION MAP

 **GOLF COURSE**
UNDER PARCEL 200-24-090VICINITY MAP[illegible]

PINAL COUNTY ASSESSORS MAP



The WLB Group **WLB**

EXHIBIT "A"

8.11.2014
WLB No. 111057-A-003
NTS



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
JOHNSON UTILITIES, L.L.C.**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

JOHNSON UTILITIES, L.L.C., an Arizona limited liability company

DATE: August __, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION
JOHNSON UTILITIES, L.L.C.
PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of August, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and JOHNSON UTILITIES, L.L.C., an Arizona limited liability company (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 (Tax Parcel No. 200-24-079D) more particularly depicted on Exhibits “A” and “B” 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 Magic Ranch PAD, the Land Use Plan of 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; (iv) zoning under the Town of Florence Magic Ranch PUD comparable to that under the existing Pinal County Magic Ranch PAD; (v) all (a) existing uses and activities of the Property, including the uses and activities described in Exhibit “D” attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD; and (vi) 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 Zoning Districts including the uses shown in Exhibit “B” 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.

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"). The Annexation Petition shall contain a provision requiring, upon Owner's written request, the immediate rescission and termination of the Annexation Petition by the Town if: (a) any person or entity files any protest, appeal, referendum, litigation or other petition (including but not limited to, any petition filed pursuant to A.R.S. § 9-471(C)) challenging the validity or approval of the Annexation Petition; (b) the Town does not, at the same Town Council meeting in which the Annexation Petition is adopted, approve the PUD plan; (c) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of the PUD plan; or (d) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of this Agreement. 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") zoning designation allowing underlying land usage consistent with Town of Florence Zoning Districts, including the land usage contained within the existing Pinal County Magic Ranch PAD as shown in Exhibit "B." All land uses in the existing Pinal County Magic Ranch PAD are allowed as well as those in the Town of Florence Code for comparable zoning. All (a) existing uses and activities of the Property, including the uses and activities described in Exhibit "D" attached hereto and by this reference incorporated herein (which describes specific uses and activities allowed under the Magic Ranch PAD, together with all uses and activities allowed under Pinal County Zoning Districts CB-1, CB-2, CI-1 and CI-2), (b) present and future uses and activities allowed under the Town of Florence Code, and (c) present uses and activities allowed under the existing Magic Ranch PAD shall be permitted for the Property.

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 residential density 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.

5. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(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.

6. 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. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County and consistent with the PUD shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per Paragraph 8 and/or subdivision improvements are completed and accepted by the Town.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Arbitration. If the mediation procedure set forth in Paragraph 12(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 13. 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 13 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 13(e) and 13(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 13(b), 13(g) and 13(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. Notwithstanding anything in this Agreement to the contrary, if either party objects to the arbitrator(s) award, then such party may within fifteen (15) days after the date of the award 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 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 12 and 13 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Good Standing; Authority. Each of the parties and their assigns represents and warrants (and will represent and warrant) to the other that: (i) it is duly formed and validly existing limited liability company 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 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: Johnson Utilities, L.L.C.
5230 E. Shea Boulevard, Suite 200
Scottsdale, Arizona 85254
Attn: George H. Johnson, Manager

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.

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) fifteen (15) 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. 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.

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

**JOHNSON UTILITIES, L.L.C., an
Arizona limited liability company**

By: _____
George H. Johnson

Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Pre-Annexation and Development Agreement for _____ was acknowledged before me this ____ day of August, 2014, by George H. Johnson, Manager of Johnson Utilities, L.L.C., 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.

My Commission Expires:

Notary Public

EXHIBITS

Exhibit A – Depiction of Property (Assessors Map)

Exhibit B – Depiction of Property (Magic Ranch PAD Land Use Plan)

Exhibit C – Magic Ranch PAD Land Use Plan

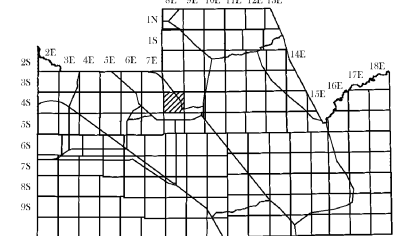
Exhibit D – Uses and Activities

EXHIBIT “A”

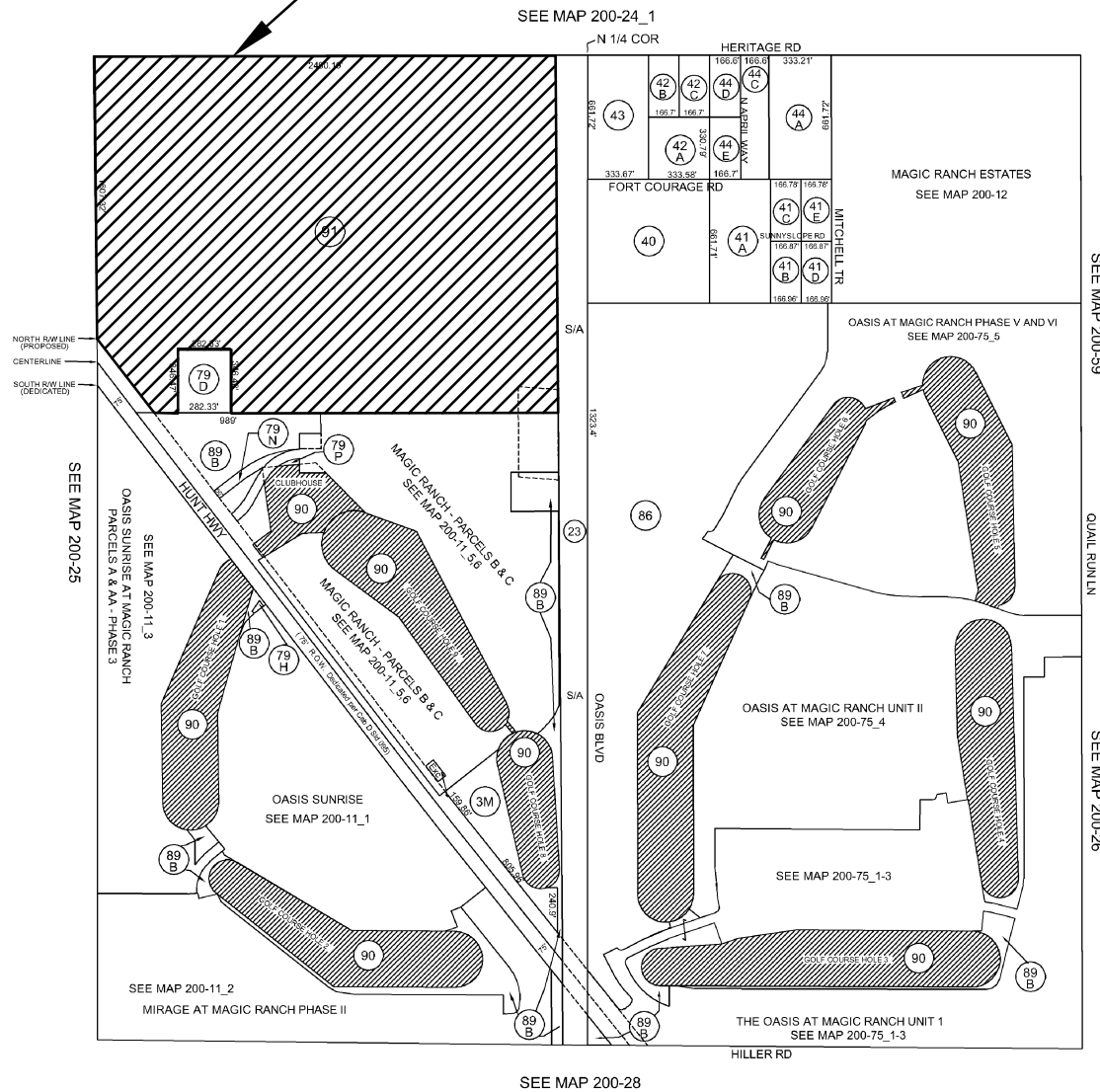
Depiction of Property (Assessors Map)

- 200-24-079D

LOCATION MAP

 **GOLF COURSE**
UNDER PARCEL 200-24-090VICINITY MAP

PINAL COUNTY ASSESSORS MAP



The WLB Group **WLB**

EXHIBIT "A"

8.11.2014
WLB No. 111057-A-003
NTS



EXHIBIT “B”

Depiction of Property (Magic Ranch PAD Land Use Plan)

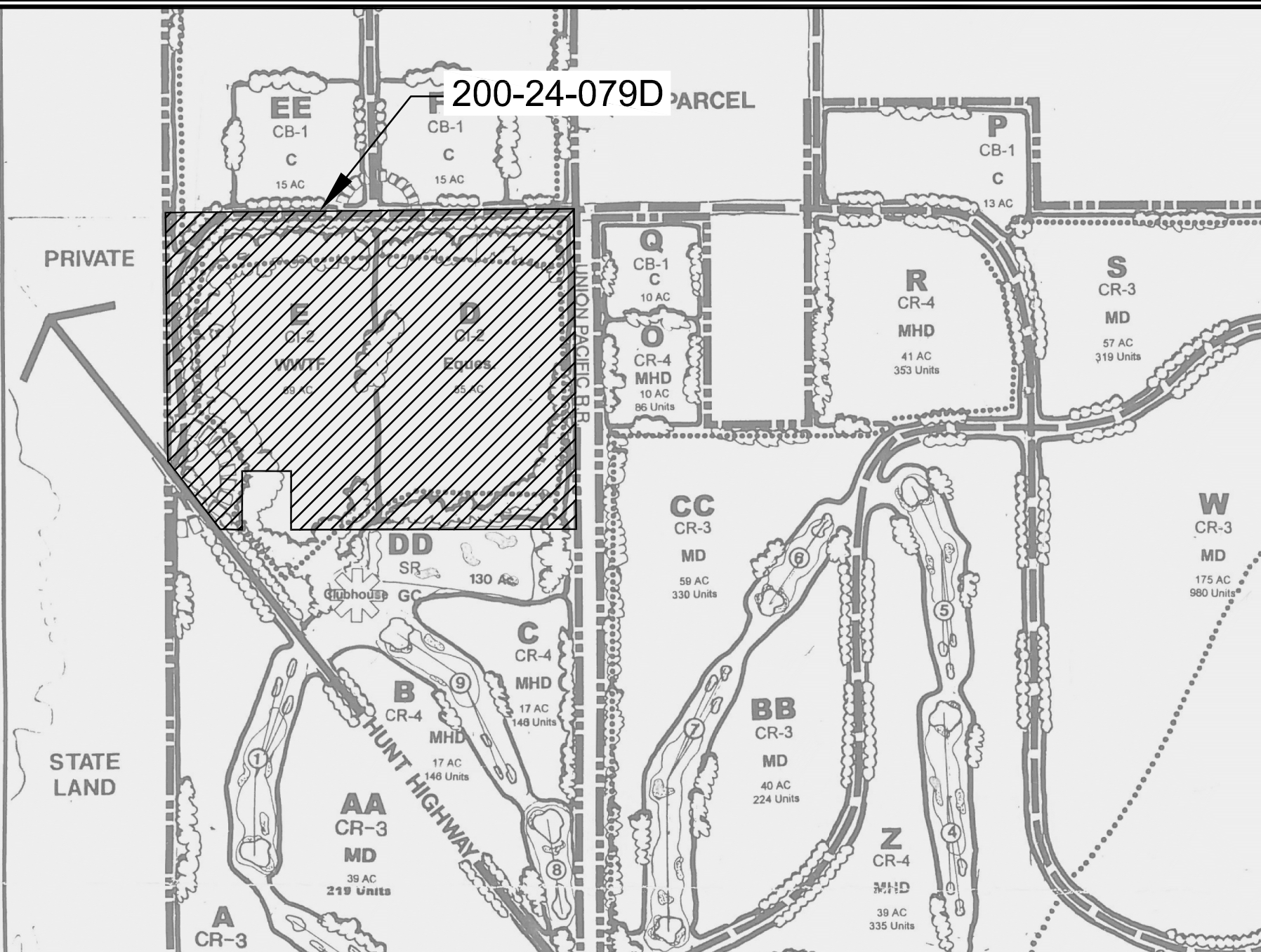
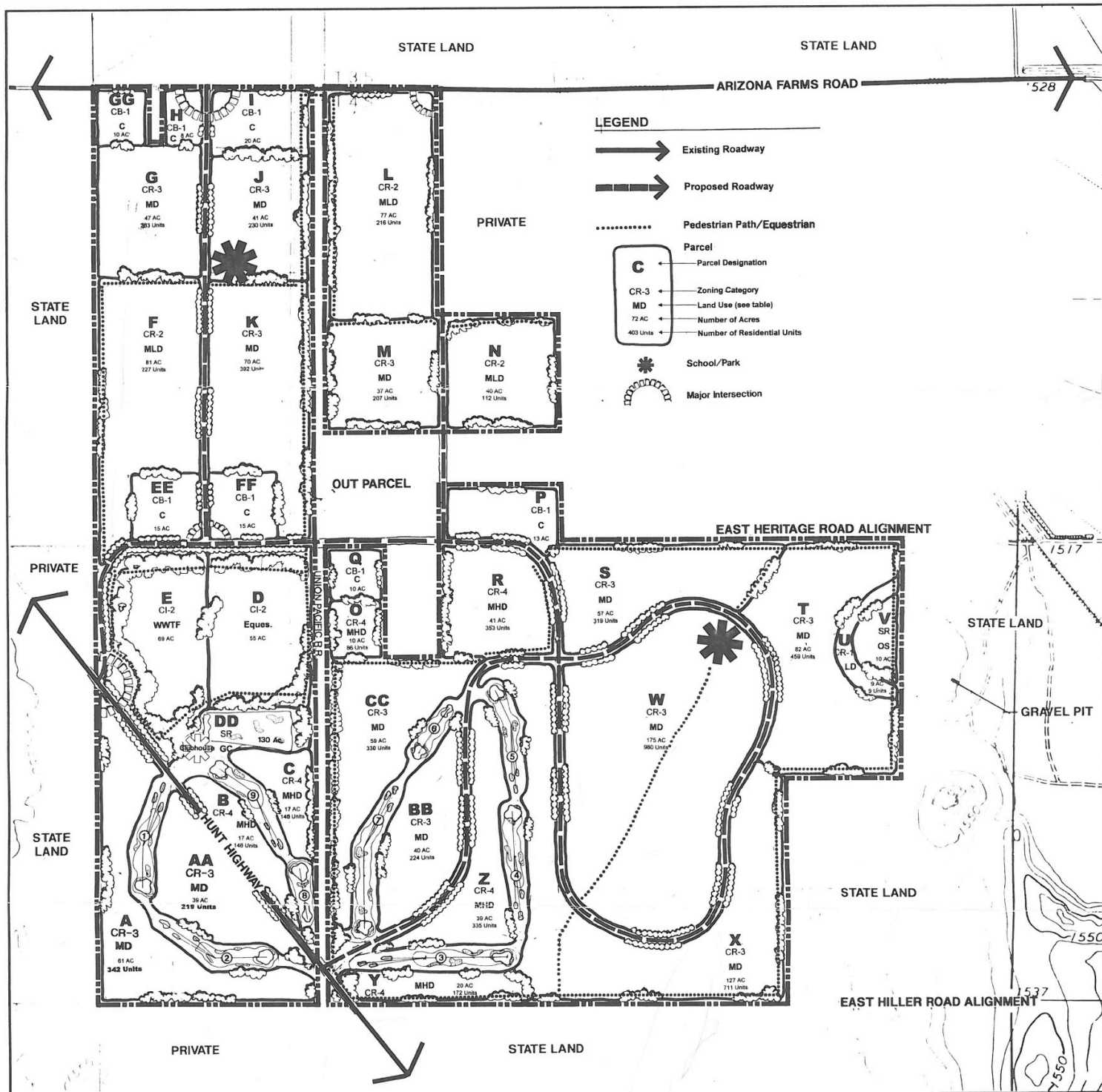


EXHIBIT “C”

Magic Ranch PAD Land Use Plan

Exhibit C



LAND USE PLAN

LAND USE TABLE

Land Use	Proposed Zoning	Residences		Gross Acreage	Total Units
		per Acre	Target Units		
LD	Low Density Residential	CR-1	0.5 - 1.5	10	8
MLD	Medium Low Density Res.	CR-2	16 - 40	28	198
MD	Medium Density Residential	CR-3	41 - 70	56	835
MHD	Medium High Density Res.	CR-4	71 - 100	86	144
C	Commercial	CB-1			144
GC	Golf Course	SR			91
OS	Natural Open Space	SR			130
EQ	Equestrian Center	CR-2			55
WWTF	Waste Water Treatment Fac.	CI-2			59
				1541	6476



WLB JOB # 297036A-001

The WLB Group

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
C I established in Tucson, Phoenix,
Las Vegas, and Victor Valley, CA
AA 201 of Broadway Tucson, Arizona 85711 (602) 626-1000

Magic Ranch

EXHIBIT “D”

Uses and Activities

EXHIBIT D

G. INDUSTRIAL DEVELOPMENT STANDARDS

The Industrial Zone use category, CI-2, is for those areas designated as the Wastewater Treatment Facility and the Equestrian Center. In the case of this PAD, the Equestrian Center acts as a buffer to the Wastewater Treatment Facility for the residential and commercial areas within Magic Ranch.

Permitted Uses:

- Any use permitted in Section 1501-b (CB-1 Local Business Zone), Sections 1601-b and c (CB-2 General Business Zone), and Section 1701-b through e (CI-1 Light Industry and Warehouse Zone) of the Pinal County Zoning Ordinance.
- Airport or landing field, commercial subject to the following conditions set forth in Sub-section 601-j of the Pinal County Zoning Ordinance.
- Accessory building or use when located on the same building site.
- Any other type of commercial or industrial use provided that prior to any such use of any property, the applicant shall obtain an Industrial Use Permit from the Board of Supervisors.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal.
- The uses covered by this sub-section include but are not limited to:
 - Auto wrecking, junk yard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than 6 feet in height.
 - Commercial cattle feeding yard or sales or auction yard.
 - Dirt, soil, clay, sand, rock, stone or gravel pit or yard.
 - Petroleum products stored above ground, except in quantities of less than 1,000 barrels.
 - Racetrack or sports stadium, except for contests between human beings only.



- Rifle range, including pistol range, if not within an enclosed building.
 - Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products.
 - Sandblasting.
 - Sewer farm or sewage disposal, not operated under the control of the Board of Supervisors, a Municipality, or a sanitary district.
- Maximum Building Height: 35 feet.
 - Minimum Lot Area: None.
 - Minimum Lot Width: None.
 - Minimum Area per Dwelling Unit: None.
 - Minimum Front Yard: 30 feet.
 - Minimum Side Yards: None.
 - Minimum Rear Yard: 50 feet.
 - Detached Accessory Buildings:
 - Permitted coverage: 40% of the required rear yard and any additional space within the buildable area.
 - Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.



F. SUBURBAN RANCH ZONE, SR

SR zoning covers those areas set aside as either natural open space or developed open space and include areas designated as Golf Course, School/Park/Community Centers and Utilities Areas within the PAD.

Permitted Uses

- Single-family dwelling unit on a 36,000 square foot lot. Any dwelling unit within the SR Zone shall be subject to the conditions of CR-1 zoning.
- Commercial agricultural uses:
 - Field crops, truck gardening, berry or bush crops, tree crops, flower gardening, nurseries, orchards, aviaries and apiaries.
 - The raising and marketing of poultry, rabbits and small animals, but no slaughtering of other than such raised on the premises.
 - The grazing and raising of livestock, except that not more than one hog, weighing more than 50 pounds, may be kept per commercial acre.
- Guest ranch, in accordance with Article 19, Guest Ranch Regulations (Pinal County Zoning Ordinance).
- Church, providing the minimum off-street parking requirements, as set forth in Article 21 of the Pinal County Zoning Ordinance, are met.
- Professional or semi-professional office or studio, home occupation, and the employment of persons not residing on the premises.
- Accessory buildings, structures or uses.
- A stand not more than 200 square feet in area for the sale of farm products grown or produced on the premises provided said stand is not closer than 10 feet to any street lot line and not closer than 20 feet to any other lot line.
- Refreshment stand.
- Club: private, social, or recreational.
- Auction, public.
- Feed, tack and apparel store.



- College, community service agency, governmental structure, library, museum, playground or athletic field, public or private school, provided that said use shall be located on a site of not less than 10 acres, that the improvements shall occupy not more than 30 percent of said site, that no playground or athletic field be located closer than 100 feet to any property line, and that all roads and parking areas be surfaced with a material which will minimize the creation of dust.
- Commercial riding stable, riding school, or equine boarding facility, provided that said use shall be located on a site of not less than 10 acres, and provided that all stables, barns, animal sheds, or shelters shall be not less than 100 feet from any property line, and there shall be no feeding or disposal of garbage, rubbish or offal. (It is intended that the parcel labeled as Equestrian Center (SR) shall be used as communal stable and riding facilities for any residential units located within the SR district.)
- Hospital, clinic, dispensary or sanatorium, provided that the building site is not less than four commercial acres, that any buildings occupy not more than 30 percent of the building site, and are located at least 50 feet from any boundary line of the site, and that the applicant for the permit shall provide the Zoning Inspector with the written consent of 75 percent of the owners, by number and areas, of property within 300 feet of the building site.
- Resort hotel, provided the site contains not less than 10 acres, that the buildings occupy not more than 30 percent of the area of the building site, and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of 51 percent of the owners, by number and area, of property within 300 feet of the building site for which permit is sought.
- Veterinary hospital or kennels, provided the site is not less than 5 acres in area, that no building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone; and, provided further, that the applicant for the permit shall provide the Zoning Inspector with the written consent of at least 75 percent of the owners, by number and area, of property within 300 feet of the building site for which the permit is sought.
- Utility Infrastructure Yards.
- Golf course, other than miniature, in private ownership, but open to the public, provided that the use be located on a site of not less than 15 acres, that no building be located nearer than 10 feet to any boundary of the site; that the course shall have not less than 9 holes. Golf courses include customary clubhouse and appurtenant facilities (temporary and permanent).
- Earth stations.



- Fire stations.
- Gas metering and control stations, public utility.
- Golf driving ranges.
- Gymnasiums.
- Parks, playgrounds and play-fields with all appurtenant facilities customarily found in conjunction therewith.
- Recreation clubs, commercial, including tennis, polo, swimming and similar outdoor recreational activities together with appurtenant clubhouses.
- Riding trails, bikeways and hiking trails, excluding trails for motor vehicles.
- Swimming pools.
- Tennis, volleyball, badminton, croquet, lawn bowling and similar courts
- Roadways, both public and private, may cross through the connecting corridor between the green and tee areas in a golf course.
- Parks, playgrounds and multi-use fields with all appurtenant facilities customarily found in conjunction therewith.
- Accredited schools, kindergarten through grade 6 including appurtenant facilities which offer instruction required to be taught in the public schools.
- Temporary activities sponsored by a non-profit organization or charitable use and approved by school authorities.

Accessory Uses

- Debris basins.
- Easements for utility lines, public or private.
- Grading projects, offsite transport.
- Signs, as provided in Section IV-F of the Design Guidelines, herein.
- Maintenance and storage areas necessary for permitted use.



- Building materials, storage of, used in the construction of a building or building project.
- Easements for utility lines, public or private.
- Offsite grading.
- Parking lots.
- Storage, temporary, of materials and construction equipment used in construction or maintenance of streets and highways, sewers, storm drains, underground conduits, flood control works, pipelines and similar uses for a period not to exceed one year.

Uses Subject to Use Permits

The following uses, provided a special use permit has first been obtained and while such permit is in full force and effect in conformity with the conditions of such permit for:

- Archery ranges.
- Health clubs or centers.
- Publicly owned uses necessary to the maintenance of the public health, convenience or general welfare in addition to those specifically listed in this section.
- Sewage treatment plants, pumping stations, tanks and any use normal and appurtenant to the collection, treatment and disposal of sewage.
- Water reservoirs, dams, treatment plants, gaging stations, pumping stations, tanks, wells and any use normal and appurtenant to the storage and distribution of water.
- Amphitheaters.
- Amusement rides and devices, including merry-go-rounds, ferris wheels, swings slides, rebound-tumbling and similar equipment for longer than seven days in any six month period.
- First aid stations.
- Menageries, zoos, animal exhibitions or other facilities for the keeping or maintaining of wild animals.



- Park and ride lots.
- Skating rinks, ice or roller.
- Stations, bus and taxi.
- Maximum Building Height: 2 stories or 30 feet.
- Minimum Lot Area: 144,000 square feet.
- Minimum Lot Width: None.
- Minimum Area per Dwelling Unit: 36,000 square feet
- Minimum Front Yard: 50 feet.
- Minimum Side Yards: 10 feet each.
- Minimum Rear Yard: 50 feet.
- Detached Accessory Buildings:
 - Permitted coverage: One-third of the total area of the rear and side yards
 - Maximum height: 20 feet
 - Minimum distance to main building: 7 feet
 - Minimum distance to front lot line: 100 feet
 - Minimum distance to side and rear lot lines: 4 feet if building is not used for poultry or animals; 100 feet if building is used for poultry or animals



Chapter 2.90 CB-1 LOCAL BUSINESS ZONE

Sections:

- 2.90.010 Uses permitted.
- 2.90.020 Site development standards.
- 2.90.030 Detached accessory buildings.

2.90.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone).

B. The following uses, which in any CB-1 zone shall be conducted wholly within a completely enclosed building unless otherwise specified and use operated as a store, shop or business, shall be a retail establishment and all products on the premises shall be sold at retail on the premises.

Antique store;

Apparel store;

Art needlework or hand-weaving establishment;

Art gallery or store;

Auto parking lot (within or without building) subject to the provisions of PCDSC 2.140.030;

Bakery;

Bank, safe depository or trust company;

Barber or beauty shop;

Bicycle shop (no sales or servicing of motor scooter or motorcycles);

Book, newspaper, magazine, stationery, art or drawing supply store;

Cafe, lunch room (provided no dancing is allowed and no alcoholic beverages sold except beer and wine);

Catering service;

Church;

Cigar store;

Cleaning, dyeing, laundry, collection agency;

Clinic;

Club or lodge (nonprofit);

Community service agency;

Confectionery store;

Custom dress making, millinery, hemstitching or pleating;

Custom weaving or mending;

Day nursery or child-care center;

Dealer in coins, stamps, or similar collector's items;

Delicatessen store;

Dental or medical laboratory;

Department store, variety store;

Drug store;

Dry goods or notions store;

Electric appliance store;

Florist shop;

Frozen food locker;

Furniture or house furnishing store;

Garage for public storage only;

Gasoline service station (incidental repairing only) subject to the provisions of PCDSC [2.140.070](#);

Gift, curio, novelty, toy or hobby shop;

Governmental structure;

Grocery, fruit or vegetable store;

Hardware store;

Hotel;

Ice cream store;

Ice station for packaged sales only;

Interior decorator;

Jewelry store or jewelry and watch repair;

Laundry and dry cleaning units provided the same occupy no more than 3,000 square feet of gross floor area;

Leather goods store;

Library, rental or public;

Liquor store for packaged sales only;

Meat, fish or dressed poultry market, provided no live poultry are kept on premises;

Messenger service;

Multigraphing, mimeographing, duplicating, addressographing;

Museum;

Music, phonograph or radio store;

Nursery, flower, plant or tree (within a building or enclosure);

Office: business, professional or semi-professional);

Photograph studio or photographic supply store;

Postal stations;

Pressing establishment;

Refreshment stand;

Religious rescue mission;

School, barber or beauty culture;

School, business;

School, dramatic;

School, handicraft, painting or sculpture;

Shoe store or shoe repair shop;

Sporting goods, hunting and fishing equipment store;

Station, bus or stage;

Tailor shop;

Taxi cab stand;

Taxidermist;

Theater, except drive-in or outdoor theater;

Water, telephone or telegraph distribution, installation or electrical receiving or distribution station (within or without a building) subject to the provisions of PCDSC [2.140.030](#);

Other similar enterprise or business of the same class, which in the opinion of the board of supervisors, as evidenced by resolution or record, is not more obnoxious or detrimental to the welfare of the particular community than the enterprises or businesses above enumerated.

C. Accessory building or use (not involving open storage), when located on the same building site.

D. Administrative, engineer, scientific research, design or experimentation facility, and such processing and fabrication as may be necessary thereto; provided, that all such operations be completely housed within buildings located on a site of not less than 10,000 square feet; that all such buildings shall be set back not less than 25 feet from any property line abutting a residential zone; that an off-street parking area be provided for all such vehicles incidental to said operation; and that one additional such parking space be provided for each three persons regularly employed on said premises; that a masonry wall or screened planting shall be erected and maintained on any property line directly abutting any residential zones; that there is no manufacturing or warehousing of goods for sale at wholesale or retail; and that any activity conducted on said premises shall be free of dust, noxious smoke, fumes, odors, or unusual vibrations or noise.

E. Restaurant or tea room, including a cocktail lounge or bar in connection therewith, upon condition that no outside door opens into the cocktail lounge or bar; and provided further, that the applicant for a permit shall provide the zoning inspector with written consent of 75 percent of the owners, by number and area, of property within 300 feet of the site for which the permit is sought.

F. One-family dwelling unit, conventional construction, or mobile home or manufactured home in conjunction with an established, permitted use. [Ord. 61862 § 1501].

2.90.020 Site development standards.

A. Building height: maximum height of any structure shall be 30 feet.

B. Minimum lot area: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

C. Minimum lot width: none for uses listed in PCDSC [2.90.010](#)(B) through (F).

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 20 feet, which may be used to meet off-street parking requirements, or as part of off-street parking lot.

F. Minimum side yards: none for uses listed in PCDSC 2.90.010(B) through (F): seven feet each for residential uses.

G. Minimum rear yard: 25 feet, except as provided in PCDSC 2.150.200 for corner lot, which may be used to meet off-street parking requirements, or as a part of off-street parking lot.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.90.010(B) through (F): 14 feet between residence and business. [Ord. 61862 §§ 1502 – 1509].

2.90.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard area and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; two stories or 30 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 20 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1510].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.95 CB-2 GENERAL BUSINESS ZONE

Sections:

- 2.95.010 Uses permitted.
- 2.95.020 Site development standards.
- 2.95.030 Detached accessory buildings.

2.95.010 Uses permitted.

A. Any use permitted in PCDSC 2.85.010(B) through (J) (TR transitional zone) and in PCDSC 2.90.010 (CB-1 local business zone).

B. Advertising sign, structure or billboard, subject to Chapter 2.145 PCDSC;

Amusement or recreational enterprise (within a completely enclosed structure) including billiard or pool hall, bowling alley, dance hall, gymnasium, penny arcade, shooting gallery, skating rink, sports arena;

Amusement or recreational enterprise (outdoor) including archery range, miniature golf or practice driving or putting range, games of skill or science, pony riding ring without stables, swimming pool or commercial beach or bathhouse, tennis court;

Auction, public (no animals);

Auditorium or assembly hall;

Auto rental garage;

Auto repair, mechanical or steam washracks, battery service (no body or fender work, painting or upholstery, except as incidental);

Bar, cocktail lounge, night club, tavern;

Baths (Turkish, Swedish, steam, etc.);

Blueprinting, photostating;

Boats, storage or rental;

Burglar alarm service;

Carpenter shop;

Cigar manufacturing (custom hand-rolled);

Cleaning establishment, if only two clothes cleaning units of not more than 40 pounds rated capacity, and using cleaning fluid which is nonflammable, and nonexplosive at temperatures below 138.5 degrees Fahrenheit;

Club: athletic, private, social, sport or recreational (operated for profit) except sports stadium or field;

Engraving, photo-engraving, lithographing;

Fortune telling;

Garage, public (for commercial use);

Juke box or coin machine business (limited to assembly, repair and servicing);

Laundry, steam or wet-wash;

Lumber yard, retail (provided no machinery is used other than a rip saw and cut-off saw);

Locksmith, tool or cutlery sharpening, lawnmower repairing, fix-it or handyman shop;

Massage establishment, reducing salon or gymnasium;

Mattress shop for repairing only (no renovating);

Merchandise broker's display, wholesale;

Motorcycle or motor scooter repair or storage;

Mortuary or embalming establishment or school;

Newspaper office;

Oxygen equipment, rental or distribution;

Pawn shop;

Piano repairing;

Plumbing, retail custom;

Printing or publishing;

Record recording studio or sound score production (no manufacturing or treatment of records);

Refrigeration installation or service;

School or college (operated as a commercial enterprise for dancing or musical instruction; industrial or trade school teaching operations or occupation permitted in this zone);

Sheet metal or tinsmith shop;

Sign painting shop;

Storage building;

Trade show, industrial show or exhibition;

Transfer or express service;

Upholstery shop;

Wallpaper sales, paper hanging.

C. Sale, rental or display of:

Airplanes or parts;

Automobiles, recreational vehicles, travel trailers, motorhomes, and trailers;

Barber's supplies or beauty shop equipment;

Butcher's supplies;

Clothing or accessories (wholesale);

Contractor's equipment or supplies;

Drugs or medical, dental, or veterinary supplies (wholesale);

Farm equipment or machinery;

Feed (wholesale);

Garage equipment;

Hardware (retail or wholesale);

Hotel equipment or supplies;

Household appliances, sewing machines, etc. (wholesale);

Machinery, commercial and industrial;

Monuments or tombstones (no wholesale);

Office equipment (safes, business machines, etc.) (wholesale);

Orthopedic appliances (trusses, wheelchairs, etc.);

Painting equipment or supplies (paint, varnish, etc.);

Pet (no boarding or hospital);

Plastic or plastic products (wholesale);

Plumbing, heating and ventilating fixtures or supplies;

Restaurant or soda fountain equipment or supplies;

Secondhand goods: personal, furniture, books, magazines, automobiles, but not secondhand auto parts;

Tents or awnings;

Trunks or luggage (wholesale);

Upholsterer's supplies;

Venetian blinds;

Window shades.

D. Light manufacturing or assembling incidental to retail sales from the premises; provided, that not more than 25 percent of the floor is occupied by businesses engaged in manufacturing, processing, assembling, treatment, installation and repair of products.

E. Wholesaling of products permitted in subsection C of this section unless specifically prohibited, with storage space not exceeding 1,500 square feet of floor area.

F. Cemetery or crematory; provided, that cemeteries for human remains shall be located on a site of not less than five acres and for animal pets not less than one acre, and that no crematory be erected closer than 500 feet from any boundary of said site adjoining property in a rural or residential zone.

G. Drive-in theater; provided, that the face of any projection screen be not visible from any county road or any street or route shown on the adopted map of major thoroughfares and proposed routes (Map C, PCDSC 2.15.020), which is within 500 feet of said screen; provided further, that the site for said theater shall consist of not less than 10 acres of land and be a single tract or parcel not intersected or divided by any street, alley or by property belonging to any other owners; that any lights used to illuminate the theater site shall be so arranged as to reflect the light away from adjoining property and streets; that the plans for said theater shall have been approved by the county engineer, indicating no undue traffic congestion, due to the location and arrangement of the theater, including the car rows and aisles and minimizing the danger of fire and panic; that acceleration and deceleration lanes shall be provided along the public thoroughfare adjacent to the entrance and exit of the theater, that parking space or storage lanes for patrons awaiting admission shall be provided on the site in an amount equal to not less than 30 percent of the vehicular capacity of the theater; that vehicular circulation shall be so designed and constructed as to permit only one-way traffic within the boundaries of the tract on which the theater is located; that emergency exits shall be provided; that sanitary facilities and the method of food handling shall be approved by the county health department; that definite plans for shrubbery and landscaping shall be presented to the zoning inspector and made a part of the permit; that the nearest point of the theater property, including driveways and parking areas shall be a least 750 feet from the boundary of a district zoned for

residential use; and provided further, that all other conditions of the zone are fully observed.

H. Racetrack or sports stadium, subject to the conditions set forth in PCDSC 2.20.010 (O), except the requirements for the filing of the consent of owners of adjacent property.

I. Radio or television tower or booster station, provided such tower is no closer to any boundary of said site than the height thereof.

J. Veterinary hospital or kennels, provided no such building or structure be within 100 feet of any boundary of said site abutting property in a rural or residential zone.

K. One-family dwelling unit, conventional construction, mobile home, or manufactured home in conjunction with an established, permitted use. [Ord. 012010-AEO § 1; Ord. 61862 § 1601].

2.95.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none except for uses listed in PCDSC 2.95.010(F) and (G).

C. Minimum lot width: none.

D. Minimum area for detached dwelling unit: 3,500 square feet for residential uses.

E. Minimum front yard: 15 feet.

F. Minimum side yards: none for uses listed in PCDSC 2.95.010(A) through (J); seven feet each for residential uses.

G. Minimum rear yard: 10 feet for uses permitted in PCDSC 2.95.010(A) through (J); 25 feet for residential use.

H. Minimum distance between main buildings: none for uses listed in PCDSC 2.95.010(A) through (K); 14 feet between residence and business. [Ord. 61862 §§ 1602 – 1609].

2.95.030 Detached accessory buildings.

A. Permitted coverage: 40 percent of the minimum rear yard and any additional space within the buildable area.

B. Maximum height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet.

E. Minimum distance to side lot lines: none.

F. Minimum distance to rear lot line: four feet. [Ord. 61862 § 1610].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.105 CI-1 LIGHT INDUSTRY AND WAREHOUSE ZONE

Sections:

- 2.105.010 Uses permitted.
- 2.105.020 Site development standards.
- 2.105.030 Industrial buffer required.
- 2.105.040 Detached accessory buildings.

2.105.010 Uses permitted.

- A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone) and in PCDSC 2.95.010(B) and (C) (CB-2 general business zone).
- B. One-family dwelling unit, conventional construction, or manufactured home or mobile home as watchman or caretaker's quarters in conjunction with an established, permitted use.
- C. Any of the following if conducted wholly within a completely enclosed building:
1. Manufacture, compounding, processing, packaging or treatment of: bakery goods, candy, cosmetics, dairy products, drugs and pharmaceutical products, soap (cold process only), and food products, except fish or meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils.
 2. Manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, broom corn, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair or bristles, horn, leather, paper, plastics or plastic products, precious or semi-precious metals or stones, shell textiles, tobacco, wax (paraffin, tallow, etc.), wood (excluding sawmill or planing mill), yarns, paint (not employing a boiling process).
 3. Manufacture of: glass, pottery or other similar ceramic products (using only previously prepared sand or pulverized clay and kilns fired only by electricity or gas), musical instruments, toys, novelties, rubber or metal stamps.
 4. Manufacture and maintenance of: electric and neon signs, billboards, commercial advertising structures and displays, sheet metal products, including heating or cooling and ventilating ducts and equipment, cornices, eaves and the like.
 5. Automobile or trailer assembling, painting, upholstering, rebuilding, reconditioning, sale of used parts, truck repair or overhauling, tire rebuilding or recapping, battery manufacture and the like.
 6. Blacksmith and welding shop or machine shop (excluding punch presses over 20 tons rated capacity, and drop hammer), foundry casting, electroplating and electro-winding lightweight nonferrous metals not causing noxious fumes or odors.

7. Laundry, cleaning or dyeing works, carpet and rug cleaning.
 8. Distribution plant, ice and cold storage plant, beverage bottling plant.
 9. Wholesale business, storage building or warehouse.
 10. Assembly of electrical appliances: radios and phonographs, including the manufacture of small parts only, such as coils, condensers, transformers, crystal holders and the like.
 11. Laboratory: experimental, photo or motion picture film, testing, medical and dental.
 12. Veterinary or cat or dog hospital or kennels.
 13. Poultry or rabbit killing incidental to a retail business on the same premises.
 14. Aircraft engine, engine parts and auxiliary equipment manufacturing.
 15. Manufacturing of search, detection, navigation, guidance, aeronautical and nautical systems and instruments.
 16. Manufacturing of plastics and resin, semiconductors and related devices, noncorrosive storage batteries, electrical and electronic equipment and components.
 17. Manufacturing of medical and dental equipment and supplies manufacturing.
 18. Medicinal and botanical manufacturing, excluding medical marijuana dispensaries, food establishments and off-site cultivation locations.
 19. Missile and space vehicle parts and auxiliary equipment manufacturing.
- D. Any of the following if conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid wall, compact evergreen hedge or uniformly painted board fence, not less than six feet in height.
1. Building material sales yard, contractor's equipment sales yard (only) or rental of equipment commonly used by contractors.
 2. Retail lumber yard, including only incidental mill work, feed yard.
 3. Draying, freighting or truck yard or terminal.
 4. Motion picture studio.
 5. Automobile or automotive body and fender shop.
 6. Public utility service yard.
- E. Accessory building or use when located on the same building site.

F. Airport, airstrip or landing field including airport operations and air traffic control; provided, that runways shall be no closer than 600 feet from any boundary of a site of not less than 160 acres.

G. 1. Gasoline or flammables bulk station, provided said products, gasoline, or petroleum shall not be stored in tanks of more than 10,000 gallons capacity each, located not less than 25 feet from building or lot line and no closer than 100 feet to a residential zone.

2. Liquefied petroleum gases (LPG) bulk station shall be designed, constructed and maintained in compliance with provisions of National Fire Protection Association NFPA Standards No. 58.

H. Heavy truck storage, repair, service, staging and point of operation for trucking operations and their accessory equipment. [Ord. PZ-C-003-12 § 6; Ord. 011812-ZO-PZ-C-007-10 § 8; Ord. 61862 § 1701].

2.105.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

F. Minimum side yards: none, except as provided in PCDSC [2.105.030](#).

G. Minimum rear yard: 10 feet, except as provided in PCDSC [2.105.030](#). [Ord. 61862 §§ 1702 – 1708].

2.105.030 Industrial buffer required.

Where industry adjoins, faces or confronts residential property or a major or secondary thoroughfare, such industrial use shall provide a yard of not less than 10 percent of the lot depth or width on the side or sides abutting, facing or confronting said uses, but such yard need not exceed 50 feet unless a greater depth or width is required by the general setback provisions of this title, or general or special setback provisions of any existing setback ordinance. Such yard shall be improved with one or more of the following:

A. Landscaping.

B. Parking lot, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped; and a decorative screening device of opaque fencing, walls, landscaped earth berms or any combination thereof, shall be installed between the landscaped area and the parking lot, to a minimum height of three feet.

C. Recreational space for employees, wherein a minimum width of 10 feet along the lot line(s) closest to the residential property or major or secondary thoroughfare, shall be landscaped. [Ord. 61862 § 1709].

2.105.040 Detached accessory buildings.

A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.

B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.

C. Minimum distance to main building: seven feet.

D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC 2.105.030.

E. Minimum distance to side lot lines: none, except as provided in PCDSC 2.105.030.

F. Minimum distance to rear lot line: four feet, except as provided in PCDSC 2.105.030. [Ord. 61862 § 1710].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyaz.gov/>
(<http://pinalcountyaz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

Chapter 2.110 CI-2 INDUSTRIAL ZONE

Sections:

- 2.110.010 Uses permitted.
- 2.110.020 Site development standards.
- 2.110.030 Detached accessory buildings.

2.110.010 Uses permitted.

A. Any use permitted in PCDSC 2.90.010(B) (CB-1 local business zone), 2.95.010(B) and (C) (CB-2 general business zone) and 2.105.010(B) through (E) (CI-1 light industry and warehouse zone).

B. Airport or landing field, commercial, subject to the following conditions set forth in PCDSC 2.20.010(I).

C. Accessory building or use when located on the same building site.

D. An industrial use permit (IUP) shall be obtained from the board of supervisors for the uses specified below:

The uses covered by this subsection include but are not limited to:

The application for an industrial use permit shall be made to the commission and shall include a plan for the development of the land to be so used, and a uniform, nonrefundable fee, as set forth in Chapter 2.160 PCDSC. Copies of the application shall be provided to the county engineer, the county health department and the Pinal-Gila County Air Quality Control District. The commission shall hold at least one public hearing on the application after giving at least 15 days' notice. The notice shall be given by publication once in a newspaper of general circulation in Pinal County, by posting the property to be used, and by notifying all property owners within 300 feet of the proposed use. The commission shall consider whether the use will create any foreseeable flood, traffic or health hazards or nuisances. The commission may hold additional public hearings and give additional public notice as they deem reasonable under the circumstances. By agreement between the commission and the applicant, the above procedures may take place concurrently with an application for change of the zone of land to CI-2 industrial zone. The commission shall recommend to the supervisors either for or against the granting of a use permit. Upon receipt of the commission's recommendation, the supervisors shall hold a public hearing on the use permit after giving at least 15 days' notice. Notice shall be given by publication once in a newspaper of general circulation in Pinal County, and by posting the property to be used. Upon completion of the public hearing, the supervisors may act upon the application; however, if 20 percent of the owners of property by area and number within 300 feet of the proposed use file a protest to such use, the use permit shall not be granted except by unanimous vote of all members of the board of supervisors. By agreement between the applicant and the board of supervisors, the above procedures may take place concurrently with an application for a change of zone of the land to CI-2 industrial zone.

The uses covered by this subsection include but are not limited to:

Abattoir (slaughterhouse);

Auto wrecking, junkyard, or storage yard, where conducted wholly within an enclosed building or behind imperforated walls or close boarded fence not less than six feet in height;

Blast furnace;

Boiler shop or works;

Coke oven;

Commercial cattle feeding yard or sales or auction yard;

Dirt, soil, clay, sand, rock, stone or gravel pit or yard;

Fat rendering;

Hog feeding yard, commercial (where more than three hogs weighing more than 100 pounds each are fed);

Incineration, reduction or dumping of offal, garbage or refuse on a commercial scale, not operated by the board of supervisors, a municipality or sanitary district;

Manufacture of: acetylene gas, acid, ammonia, asphalt or products, asbestos, brick, tile of terra cotta, babbitt metal, bleaching powder, carbon, lamp black or graphite, cement, celluloid, chlorine gas, coal tar or products, creosote or products, explosives, fireworks, fertilizer (including open storage on a commercial scale), illuminating gas, gelatine, glucose, glue or size, guncotton or products, gypsum, insulating material (such as rock wool and similar products), lime or products, matches, phenol, pickles, plaster of Paris, poisons, potash, pulp, paper and strawboard, rubber, sulfur and products, sauerkraut, soap except by cold process, tar or asphalt roofing, turpentine, vinegar;

Meat packing plant;

Oil reclaiming plant;

Ore reducing plant, on site of less than 72,000 square feet;

Petroleum products stored above ground, except in quantities of less than 1,000 barrels;

Petroleum refinery;

Racetrack or sports stadium, except for contests between human beings only;

Rifle range, including pistol range, if not within an enclosed building;

Rock crusher, aggregate pit, aggregate plant, quarry, concrete or cement products;

Rolling mill;

Rubber reclaiming plant;

Salt works;

Sandblasting;

Sewer farm or sewage disposal, not operated under the control of the board of supervisors, a municipality, or a sanitary district;

Smelting, on site of less than 72,000 square feet;

Stockyards, commercial;

Storage or baling of rags or paper, except where conducted wholly within an enclosed building or behind imperforated walls or close board fence not less than six feet in height;

Tannery;

Wood or bone distillation;

Wool pulling or scouring plant.

E. Initiation of IUP. Requests for an IUP may be initiated by a property owner or authorized agent of a property owner filing an application requesting an IUP.

F. Application Procedure. An applicant requesting an IUP is subject to the same requirements that are set forth in PCDSC [2.166.040](#)(B) through (E) and PCDSC [2.166.050](#)(A) through (J).

G. This process can run concurrently with a rezoning application.

H. A violation of any condition of approval is a violation to this title and will be enforced pursuant to Chapter [2.160](#) PCDSC.

I. A previously approved IUP shall become null and void upon the issuance of a new IUP for the same property, unless stated otherwise in the new IUP. [Ord. 011812-ZO-PZ-C-007-10 § 9; Ord. 61862 § 1801].

2.110.020 Site development standards.

A. Building height: maximum height of any structure shall be 35 feet.

B. Minimum lot area: none.

C. Minimum lot width: none.

D. Minimum lot area per dwelling unit: none.

E. Minimum front yard: 15 feet, except as provided in PCDSC [2.105.030](#).

- F. Minimum side yards: none, except as provided in PCDSC 2.105.030.
- G. Minimum rear yard: 10 feet, except as provided in PCDSC 2.105.030.
- H. Industrial buffer required: same as in PCDSC 2.105.030. [Ord. 61862 §§ 1802 – 1809].


2.110.030 Detached accessory buildings.

- A. Permitted coverage: 40 percent of the required rear yard and any additional space within the buildable area.
- B. Maximum building height: 20 feet within the required rear yard; 35 feet within the buildable area.
- C. Minimum distance to main building: seven feet.
- D. Minimum distance to front lot line: 15 feet, except as provided in PCDSC 2.105.030.
- E. Minimum distance to side lot lines: none, except as provided in PCDSC 2.105.030.
- F. Minimum distance to rear lot line: four feet, except as provided in PCDSC 2.105.030. [Ord. 61862 § 1810].

The Pinal County Development Services Code is current through Ordinance PZ-C-002-13, passed October 30, 2013.

Disclaimer: The Clerk of the Board's Office has the official version of the Pinal County Development Services Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://pinalcountyz.gov/>
(<http://pinalcountyz.gov/>)
County Telephone: (800) 208-6897
Code Publishing Company
(<http://www.codepublishing.com/>)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8f.
MEETING DATE: August 18, 2014 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Ordinance 621-14: Establishing the Florence Arts and Culture Commission		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on August 18, 2014 of **Ordinance No. 621-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING ARTICLE 32, SECTION § 32.200 ET SEQ., ESTABLISHING AN ARTS AND CULTURE COMMISSION IN THE TOWN OF FLORENCE.**

After second reading, recommend motion to adopt Ordinance 621-14.

BACKGROUND/DISCUSSION:

Arts and culture are essential to sustaining a thriving, livable community. Public art programs contribute to quality of life by creating cultural landmarks that reflect community values, encouraging public participation in the design of public space, and instilling a sense of civic pride in residents. Public art can be defined as works of art placed in areas accessible to the public that may include, but are not limited to murals, sculptures, and paintings. Communities across Arizona and nationwide fund public art programs to improve quality of life for residents and expand the economic vitality of their communities.

Ordinance 621-14 establishes the Florence Arts and Culture Commission. The purpose of the Commission is to develop the annual Public Art Project Plan and recommend its approval by the Town Council. The annual plan outlines the types of public art projects that will be accomplished during the year and their associated expenditures. The Commission will develop and recommend policies and priorities for promoting, advancing, and maintaining public art in Florence. Additional responsibilities of the Commission may include developing educational programming related to the arts and seeking out partnerships with the public and private sectors to facilitate other projects.

The Florence Arts and Culture Commission will be comprised of five voting members and one alternate. Commissioners are appointed by the Florence Town Council for a term of three years. Members of the first Commission will serve staggered terms: three members for three years and two members for a term of two years. Should a vacancy occur on the Commission, the Town Council may appoint the alternate to complete the unexpired term.

Applications to fill the Commission seats would be solicited in October and November 2014, with staff review of received applications in December 2014. Staff would then forward recommendations for Commissioners to the Town Council for their approval at the January 5, 2015 council meeting. The Commission could meet in February 2015 to begin the process of developing the annual Public Art Project Plan.

FINANCIAL IMPACT:

Approximately \$100,000.00 has been designated to fund the Florence Public Art Program in the FY 2014-2015 budget under Capital Improvement Plan projects.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance 621 -14.

ATTACHMENTS:

Ordinance No. 621-14

ORDINANCE NO. 621-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 32 OF THE FLORENCE TOWN CODE BY ADDING ARTICLE 32, SECTION § 32.200 ET SEQ., ESTABLISHING AN ARTS AND CULTURE COMMISSION IN THE TOWN OF FLORENCE.

WHEREAS, the Town Council of the Town of Florence, Arizona, finds fine arts contribute to the quality of life and to the social and economic well-being of Town residents; and as a central defining characteristic of the community, public art can enhance Florence's unique character, image, and identity creating a strong "sense of place"; and

WHEREAS, the Mayor and Council of the Town of Florence, Arizona, believes it is in the best interest of the Town and its residents to promote public art and the fine arts in the community; and

WHEREAS, the Mayor and Council, pursuant to Article 32.001 of the Town Code, are authorized to establish the Florence Arts and Culture Commission for the purposes of promoting the fine arts in the community; and

WHEREAS, the Town accepts a responsibility for expanding experiences with cultural arts, such art has enabled people in all societies to better understand their communities and individual lives.

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

That Chapter 32 of the Florence Town Code is hereby amended by adding as Section § 32.200, et seq., the following:

32.200 ARTS AND CULTURE COMMISSION

(A) *Membership.* To carry out the responsibilities and duties set forth herein, there is hereby created a Florence Arts and Culture Commission to consist of five (5) voting members and one alternate. The Commission shall strive to include one Florence business owner, one Florence resident who is a visual artist, and three Florence residents of the Town at large.

(1) The members of the Arts and Culture Commission shall be appointed and shall serve for a term of office pursuant to the requirements of Section § 32.004 of this Chapter. If a vacancy occurs on the Commission, the Town Council shall appoint the alternate member to complete the unexpired term. The unexpired term does not count against total appointment time. Members shall serve until their successors are appointed.

(2) The initial chairperson of the Commission shall be appointed by the Mayor and Town Council for a term of one year. Subsequent chairpersons shall be elected by the members of the Commission pursuant to the requirements of Section § 32.007 of this Chapter. No member shall serve on the Commission for more than two consecutive three-year terms. All officers shall be elected from among the membership of the Commission.

(3) Three of the five members of the Commission shall constitute a quorum for conducting Commission business and action may be had upon a majority vote of the quorum.

(4) The Commission may organize committees and adopt rules and procedures necessary to accomplish its purpose.

(A) *Duties.* The Commission shall act as an advisory body to the Town Council and make recommendations regarding but not limited to:

(1) Policies, priorities, and plans for promoting, advancing, and maintaining Public Art in Florence;

(2) Allocation and budgeting of funds for Public Art through the Annual Public Art Project Plan;

(3) Encouraging the promotion of Arizona artists in Town art projects by setting annual goals to be identified in the Annual Public Art Project Plan and approved by Town Council.

(4) Encouraging citizen input and involvement in the design and selection of Public Art;

(5) Coordinating with the private sector and other governmental agencies in promoting arts and cultural excellence as a tool for the encouragement of economic development, business relocation, and tourism; and

(6) Organizing and promoting Public Art which celebrates the Town and its unique cultural heritage.

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 COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8g.
MEETING DATE: August 18, 2014 DEPARTMENT: Police STAFF PRESENTER: Daniel Hughes, Police Chief SUBJECT: Ordinance No. 622-14: Animal Control		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Ordinance No. 622-14: **AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE IX – GENERAL REGULATIONS, BY AMENDING, DELETING AND REPLACING CHAPTER 90, ANIMALS; DEFINITIONS; PENALTY.**

BACKGROUND/DISCUSSION:

The Town of Florence entered into a contract with Pinal County to have Pinal County provide animal (dog) control services for the Town. Many of these services are beyond the capability of the Florence Police Department; however, with the proposed changes officers will be able to cite various ordinance violations into the Florence Municipal Court for adjudication. This eliminates the need to have Pinal County Animal Control respond thus reducing costs.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Adoption of Ordinance No. 622-14, with the proposed changes.

ATTACHMENTS:

Ordinance No. 622-14

**TOWN OF FLORENCE
ORDINANCE NO. 622-14**

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE IX – GENERAL REGULATIONS, BY AMENDING, DELETING AND REPLACING CHAPTER 90, ANIMALS; DEFINITIONS; PENALTY.

WHEREAS, it has been brought to the attention of the Council of the Town of Florence, that the roaming at large of animals on the public streets and highways has created a dangerous condition and nuisance for residents and motorists; and

WHEREAS, it has been brought to the attention of the Council of the Town of Florence, that animals are causing a disturbance to the peace of residents; and

WHEREAS, the Town of Florence would like to establish an ordinance to protect the safety and peace of the citizens of our community.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, that Title IX, Chapter 90, of the Code of the Town of Florence is hereby amended as follows:

§ 90.01 COUNTY ANIMAL CONTROL ORDINANCE; ADOPTED BY REFERENCE.

The Pinal County Animal Control Ordinance dated June 4, 2010 is hereby adopted by reference and incorporated herein as if set out in full.

~~§ 90.02 RESTRICTIONS ON PLACES WHERE KEPT~~

~~(A) No corral, barn, enclosure or other structures for the purpose of housing, keeping or caring for any animal shall be allowed within 50 feet of the boundary between the owner's lot or lots and any adjacent occupied residential lot or lots unless it is a fly tight enclosure approved by the County Health Department.~~

~~(B) It shall be unlawful for any person to cause or allow any stable or place where any animal is, or may be kept, to become unclean or unwholesome.~~

§ 90.02 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ANIMAL means any animal of a species that is susceptible to rabies, except man.

AT LARGE means being neither confined by an enclosure nor physically restrained by a leash, lead, harness or a rider. The requirement to secure a dog or control a dog with a leash shall not apply within private, gated communities; in such cases, dogs shall only be required to be under the owner's or custodian's control.

COUNTY means Pinal County Animal Care and Control.

CUSTODIAN means the person whom an owner has entrusted with keeping, maintaining and controlling his animal, or a person who keeps, harbors or maintains an animal.

DISTURBANCE means a disturbance caused by an animal, which is distressing or loud or unusual and disturbs the peace or quiet of any place, neighborhood, family or persons in the Town for an unreasonable amount of time, and is documented by an enforcement agent.

ENCLOSURE means a fence or structure of at least six feet in height, suitable to prevent the entry of young children, and suitable to confine a vicious animal. Such enclosures shall be securely locked and designed with secure side, top and bottom and shall be designed to prevent the animal from escaping.

ENFORCEMENT AGENT means that person, whether employed by the Town or otherwise provided for, who is responsible for the enforcement of this chapter, and may include an officer of the Florence Police Department.

IMPOUND means the act of taking or receiving into custody by the enforcement agent any animal for the purpose of confinement in an authorized pound in accordance with the provisions of this chapter.

KENNEL means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five (5) or more dogs under controlled conditions.

LEASH means a chain, rope or strap, made of leather, fabric or other material that is:

(1) Not more than six feet in length;

(2) Capable of being fastened to a collar or harness of a dog and used to lead, restrain and control the dog; and

(3) Of sufficient strength for those purposes.

LIVESTOCK Any equine, cattle, sheep, goat, asses, bovine, pig, hog or swine. **EQUINE** shall have the same definition as contained in A.R.S. § 12-553(E).

OWNER means the person who most recently purchased, adopted or otherwise legally acquired an animal.

POUND means any establishment authorized for the confinement, maintenance, safekeeping and control of animals that come into the custody of the enforcement agent in the performance of his official duties.

PRIVATE PROPERTY means any residential, commercial, industrial, mining or agricultural property which is not owned by the owner of the livestock or animal.

RABIES QUARANTINE AREA means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.

REPETITIOUS DISTURBANCE means a disturbance as defined herein that occurs on more than two occasions over a period of 30 days or less.

VACCINATION means the administration of an anti-rabies vaccine to animals by a veterinarian or in authorized pounds by employees trained by a veterinarian.

VETERINARIAN means any veterinarian licensed to practice in this state, or any veterinarian employed in this state by a governmental agency.

VETERINARY HOSPITAL means any establishment operated by a veterinarian licensed to practice in this state that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it, in conjunction with it, or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.

VICIOUS means an animal having a propensity to bite, attack, chase or otherwise endanger the safety of any human being or other animal without provocation either on public or private property and is declared vicious after a hearing before a Justice of the Peace.

The following shall be prima facie evidence of an animal's vicious nature:

1. Has, without provocation, attacked or bitten a person engaged in a lawful activity; or
2. Has, while off the property of the owner and without provocation, killed or seriously injured another animal; or
3. Has, without provocation, chased, confronted or approached a person on a street, sidewalk or other public property in a menacing fashion such as would put an average person in fear of attack; or
4. Has, exhibited a propensity, tendency or disposition to attack, cause injury or threaten the safety of a person or other animal without provocation; or
5. Has attacked in a manner that causes or should cause its owner to know that it is potentially vicious; or
6. Has been trained for dog fights or is owned or kept for dog fighting.

§ 90.03 LIVESTOCK

~~(A) It shall be unlawful for any person to keep or cause to be kept any horses, mules, cattle, burros, goats, sheep or other livestock or fowl within the Town, unless the person shall keep the livestock or fowl in a pen or similar enclosure to prevent their roaming at large.~~

~~(B) No horse, cow, sheep, goat, burro, mule or other livestock so kept shall be allowed within 100 feet of any occupied residential dwelling other than that of the owner.~~

§ 90.03 RESTRICTIONS ON PLACES WHERE KEPT

(A) No corral, barn, enclosure or other structures for the purpose of housing, keeping or caring for any animal shall be allowed within 50 feet of the boundary between the owner's lot or lots and any adjacent occupied residential lot or lots unless it is a fly tight enclosure approved by the County Health Department.

(B) It shall be unlawful for any person to cause or allow any place where any animal is, or may be kept, to become unclean or unwholesome.

(Prior Code, Ch. 3, § 3-3) (Ord. 98, passed 9-21-1987) Penalty, see § 10.99

§ 90.04 SWINE, FOWL OR BEES.

(A) Notwithstanding any other provision of the County Sanitary Code and the County Animal Control Ordinance to the contrary, it shall be unlawful to keep, maintain and hold any swine, adult male poultry or bees within the municipality, except that adult male poultry or

fowl and miniature potbellied pigs may be kept, provided they are so kept to be in accordance with all of the provisions of all ordinances.

(B) Adult male poultry or fowl and miniature potbellied pigs shall be at all times penned or confined and not allowed to run-at-large, and no more than three potbellied pigs shall be allowed per household.

(C) **POTBELLIED PIG** shall mean only miniature Vietnamese potbellied pigs or other similar miniature potbellied pigs which do not exceed 100 pounds in weight. Further, any person owning, keeping, possessing, harboring or maintaining any potbellied pig in excess of four months of age shall be required to register and pay the license fees as prescribed by the Town or the county for the keeping of dogs and cats.

(Prior Code, Ch. 3, § 3-5) (Ord. 98, passed 9-21-1987; Ord. 173, passed 9-20-1993) Penalty, see § 10.99

§ 90.05 ROAMING LIVESTOCK; DEFINITIONS; PENALTY

(A) *Purpose and intent.*

(1) It is the purpose and intent of this section to provide for the regulation of roaming livestock in order to protect the health, safety and welfare of motor vehicle drivers and property owners. The increasing prevalence of roaming livestock within the Town requires local regulation in order to protect public safety.

(2) The state has granted municipalities the authority to prohibit the roaming of animals within the Town. Therefore, the Mayor and Council find it is in the public interest to prohibit the roaming of livestock within the Town pursuant to this section.

~~(B) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~**AT LARGE.** Being neither confined by an enclosure nor physically restrained by a leash, lead, harness or rider.~~

~~**LIVESTOCK.** Any equine, bovine, cattle, sheep, goat, pig, hog or swine. **EQUINE** shall have the same definition as contained in A.R.S. § 12-553(E).~~

~~**PRIVATE PROPERTY.** Any residential, commercial, industrial, mining or agricultural property which is not owned by the owner of the livestock.~~

~~(C) (B) Roaming at large of livestock prohibited. No owner of livestock may permit such livestock to roam at large within the Town.~~

(1) It shall be unlawful for any person to keep or cause to be kept any horses, mules, cattle, burros, goats, sheep or other livestock or fowl within the Town, unless the person shall keep the livestock or fowl in a pen or similar enclosure to prevent their roaming at-large.

(2) No horse, cow, sheep, goat, burro, mule or other livestock so kept shall be allowed within 100 feet of any occupied residential dwelling other than that of the owner.

~~(D) (C) Penalty.~~

(1) Any person who allows livestock to roam at large within the Town is guilty of a Class 3 misdemeanor.

(2) Any person who allows livestock to roam at large upon the private property of another within the Town is guilty of a Class 2 misdemeanor.

(3) Any person who allows livestock to roam at large within or upon any public right-of-way within the Town is guilty of a Class 1 misdemeanor.

§ 90.06 POWERS AND DUTIES OF ENFORCEMENT AGENT

(A) The enforcement agent shall:

(1) Enforce the provisions of this article and the regulations promulgated hereunder.

(2) Issue citations for the violation of the provisions of this article and the regulations promulgated hereunder.

(3) Be responsible to contact the Pinal County Animal Control Unit to confirm or declare a rabies quarantine area within the area of jurisdiction. When a quarantine area has been declared, Pinal County Animal Control Officers shall meet with the state veterinarian and representatives from the department of health services and the game and fish department to implement an emergency program for the control of rabies within area. Any regulations restricting or involving movement of livestock within the area shall be subject to approval by the state veterinarian.

(B) The enforcement agent is authorized to use whatever force reasonably necessary to remove animals that are being confined within a motor vehicle or enclosed space when it appears that the animal's life or health is endangered by extreme heat or lack of ventilation within the vehicle or enclosed space. The enforcement agent or the enforcement agent's employer shall not be liable for damages to property caused by such removal.

(C) The enforcement agent is authorized to go on private property in order to enforce this article or to take up any animal which is found at large, or is considered a disturbance or a repetitious disturbance, or to take up any dog found without required vaccination, licensing, or identification tags; however, the enforcement agent may not enter a private structure for this purpose without a valid warrant or the consent of an occupant. The enforcement agent at his discretion may remove the animal for placement at the pound. In the judgment of the enforcement agent, if any dog at large or other animal that is dangerous or fierce and a threat to the public's safety cannot be safely impounded, it may be slain.

§ 90.07 INTERFERENCE WITH ENFORCEMENT AGENT PROHIBITED

No person shall interfere with the enforcement agent in the performance of his duties.

§ 90.08 ANIMALS CAUSING A DISTURBANCE

It shall be unlawful to allow any animal to create a disturbance or repetitious disturbance by barking, howling, baying, or making any other distressing, loud or unusual sound as defined herein.

§ 90.09 VACCINATIONS

Any person keeping, harboring or maintaining a dog over the age of three (3) months within the Town for a period in excess of 30 consecutive days shall have the dog vaccinated pursuant to county procedures.

State law reference— Vaccination of dogs, A.R.S. § 11-1010.

§ 90.10 DOG LICENSING

(A) Any person keeping, harboring or maintaining a dog over the age of three (3) months within the Town for a period in excess of 30 consecutive days shall license the dog with the county.

(B) Dogs over the age of three (3) months shall wear a collar or harness to which is attached a valid license tag. Dogs used for control of livestock, dogs used or trained for hunting, dogs exhibited or trained at a kennel club event, or dogs engaged in races approved by the state racing commission, while being transported to and from such events, need not wear a collar or harness with a valid license attached; provided that they are properly vaccinated, licensed and controlled.

(C) If any dog is at large on the public streets, public parks, public property or the private property of a person other than the owner, then said dog's owner or custodian is in violation of this article.

(D) Any custodian of a dog or person whose dog is at large is in violation of this article. A dog is not at large:

(1) If said dog is restrained by a leash, chain, rope, or cord not more than six (6) feet in length, and of sufficient strength to control action of said dog.

(2) If said dog is used for control of livestock or while being used or trained for hunting or being exhibited or trained at a kennel club event, or while engaged in races approved by the Arizona Racing Commission.

(3) While said dog is actively engaged in dog obedience training, accompanied by and under the control of his/her owner or trainer; provided, that the person training said dog has in his/her possession a dog leash not more than six (6) feet in length and of sufficient strength to control said dog, and, further, that said dog is actually enrolled in or has graduated from a dog obedience training school.

(4) If said dog, whether on or off the premises of the owner or custodian, is controlled as provided in paragraph 1 of this subsection, or is within a suitable enclosure which actually confines the dog.

(E) Any dog(s) at large shall be apprehended and impounded by an Enforcement Agent and turned over to Pinal County Animal Control.

(1) Said agent shall have the right to enter upon private property when it shall be necessary to do so in order to apprehend any dog that has been found at large. Such entrance upon private property shall be in reasonable pursuit of such dog(s), and shall not include entry into a domicile unless it be at the invitation of the occupant.

(2) Said agent may issue a citation(s) to the dog owner or person acting for the owner when the dog is at large. The procedure of the issuance of notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the enforcement agent shall not make an arrest before issuing the notice. The issuance of citation(s) pursuant to this article shall be subject to provisions of A.R.S. § 13-3899.

(3) In the judgment of the Enforcement Agent, if any dog at large or other animal that is dangerous, vicious, or fierce and a threat to human safety that cannot be safely impounded may be immediately slain.

State law reference— County dog license, A.R.S. § 11-1008; display of license, A.R.S. § 11-1102.

§ 90.11 KENNEL PERMIT REQUIREMENTS

(A) A person operating a kennel shall obtain a permit issued by the county, unless each individual dog is licensed.

(B) A dog remaining with the kennel is not required to be licensed individually by the county. A dog leaving the controlled kennel conditions shall be licensed by the county, unless the dog is only being transported to another kennel which has a permit issued by the respective governmental entity.

State law reference— County kennel licenses, A.R.S. § 11-1009.

§ 90.12 PENALTIES FOR VIOLATION; DISPUTE

Any person found responsible for violating any provisions of this Chapter, except as otherwise provided herein, will be assessed a civil penalty in the amount not to exceed two hundred fifty dollars (\$250) per offense for each first offense and a fine not to exceed five hundred dollars (\$500) per offense for each second or subsequent offense(s) committed within thirty-six (36) months.

A person issued a civil citation for violating this article may request a hearing in the same manner as a dispute arising for civil traffic violations, which shall be adjudicated by the Town Magistrate. The State's burden of proof shall be by a preponderance of the evidence. Appeals shall be taken pursuant to Arizona Revised Statutes Section 22-425(B) and in accordance with Arizona Superior Court Rules of Appellate Procedure – Civil.

BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Florence, Arizona, that Title IX, Chapter 90, of the Code of Florence, Arizona shall, as set forth herein, become the new Title IX, Chapter 90, effective _____, 2014, and which shall continue thereafter in full force and effect until further action of the Council.

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


Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8h.
MEETING DATE: August 18, 2014 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne Costa, P.E. SUBJECT: Purchase of new 4000 gallon Water Truck		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Recommend approval for the purchase of one 2015 Water Truck for the Public Works Department from Freightliner of Arizona, in an amount not to exceed \$132,017.00.

BACKGROUND/DISCUSSION:

In the FY 2014-2015 Budget, Town Council approved funding to purchase one Public Works Water Truck (Replacement). Three vendors were requested to provide bids to the Department for one 2015 Freightliner Water Truck with a ten year limited tank warranty. The specifications for this vehicle meet the needs of the Public Works Department.

The existing Water Truck was retired last fiscal year due to its age of 28 years, chassis/engine malfunctioning resulting in unsafe conditions, differential lock system non-operable and thus the need to rent equipment for use of a water truck.

FINANCIAL IMPACT:

In the 2014-2015 Fiscal Year Budget, Town Council approved funding to purchase one Public Works Water Truck (Replacement) and the necessary equipment to outfit the vehicle. Funding is allocated in the Capital Projects Fund Account No. 011-531-505.

RECOMMENDATION:

Staff recommends that Town Council authorize the purchase of one 2015 Water Truck for the Public Works Department to Freightliner of Arizona, in an amount not to exceed \$132,017.00.

ATTACHMENTS:

- Executed Bid Evaluation
- Freightliner of Arizona Quote and Specifications

Sent to Finance 7/30

Town of Florence
Bid Tabulation Sheet

General Ledger Account Number 011-531-505

Date Prepared 7/30/2014

Prepared By Morris Taylor

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

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

Formal Sealed Bid: # _____ Title _____ Opening Date _____ Opening Time _____

Item (include quality, brand, model, color):

1 new 4000 gallon water truck

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Freightliner of Arizona Jim Ross Phone 602-907-6627 Fax					\$132,017.00	Includes tax.
2 Vanguard Truck Centers Scott Pearson Phone 602-258-4500 Fax RWC International					\$158,382.93	Does not include tax.
3 Mary Wilson 602-307-1050 Phone 480-752-1519 Fax					\$232,309.30	Does not include tax.

Attach additional page(s), if necessary

Vendor Selected Freightliner of Arizona Address 9899 W. Roosevelt Street, Tolleson, AZ 85353

Justification (if not lowest price) _____

Department Head Approval  Date 7/30/14

Finance Director Approval _____ Date _____

Town Manager Approval _____ Date _____

*If over \$25,000, must go to Town Council for approval.

Attach this approved for to purchase request with written quotes, if applicable.

7/30/2014+1^

Exhibit D

Prepared for:
Morris Taylor
Town of Florence
444 North Warner
Florence, AZ 85232
Phone: 85232

Prepared by:
Jim Ross
FTL, STL, WST OF ARIZONA, INC.
9899 West Roosevelt St
Tolleson, AZ 85353
Phone: 623-907-6627

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	16,000# FLAT LEAF FRONT SUSPENSION
CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	5175MM (204 INCH) WHEELBASE
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
TUFTRAC 40,000# REAR SPRING SUSPENSION	2275MM (90 INCH) REAR FRAME OVERHANG
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	87,201	\$ 87,201
EXTENDED WARRANTY	\$	100	\$ 100
DEALER INSTALLED OPTIONS	\$	35,435	\$ 35,435
CUSTOMER PRICE BEFORE TAX	\$	122,736	\$ 122,736

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(292.0)	\$ (292.0)
TAXES AND FEES	\$	9,573	\$ 9,573
OTHER CHARGES	\$	0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
--------------------	----	-----	--------

BALANCE DUE	(LOCAL CURRENCY)	\$	132,017	\$	132,017
-------------	------------------	----	---------	----	---------

COMMENTS: Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-08M	M2 PRL-08M (EFF:01/28/2014)		
Data Version			
DRL-021	SPECPRO21 DATA RELEASE VER 021		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,835	3,515
004-215	2015 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 34000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
A69-99D	EXPECTED TAG AXLE(S) LOAD : 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 50000.0 lbs		



Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-003	TANK BODY		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2XE	CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1850 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20	



Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
103-004	ANTIFREEZE TO -34F, NOAT EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	10	
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-313	ALLISON VOCATIONAL PACKAGE 145 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
353-022	VEHICLE INTERFACE WIRING WITH BODY BUILDER CONNECTOR MOUNTED BACK OF CAB		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-004	16,000# FLAT LEAF FRONT SUSPENSION	260	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
Rear Axle and Equipment			
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
421-643	6.43 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
388-076	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH MODE SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1A0	TUFTRAC 40,000# REAR SPRING SUSPENSION		410
621-055	TUFTRAC STANDARD RIDE HEIGHT		
431-003	AXLE CLAMPING GROUP		
624-009	54 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections



Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-517	5175MM (204 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	170	120
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	150	370
552-054	2275MM (90 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-60	220
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 138.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 135.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 323.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 138.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 101.86 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 108.2 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-128	GOODYEAR G291 315/80R22.5 18 PLY RADIAL FRONT TIRES	54	
094-0JT	GOODYEAR G182 RSD 11R22.5 14 PLY RADIAL REAR TIRES		176
Hubs			
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS		
450-045	CONMET PRE-SET BEARING IRON REAR HUBS		
Wheels			
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	10	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		40
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AM	OPAL GRAY CLOTH INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-017	GRAY CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-017	GRAY CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-011	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		



Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1A2	AM/FM/WB RADIO WITH FRONT AUXILIARY INPUT	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Prepared for:
 Morris Taylor
 Town of Florence
 444 North Warner
 Florence, AZ 85232
 Phone: 85232

Prepared by:
 Jim Ross
 FTL, STL, WST OF ARIZONA, INC.
 9899 West Roosevelt St
 Tolleson, AZ 85353
 Phone: 623-907-6627

Data Code	Description	Weight Front	Weight Rear
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	--

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7658 lbs	7549 lbs	15207 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	7658 lbs	7549 lbs	15207 lbs

Extended Warranty

WAG-051	TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 6 MONTHS/UNLIMITED MILES/KM, \$550 CAP
---------	--

Dealer Installed Options

		Weight Front	Weight Rear
GALV	TWI 4000 GAL WATER TANK BODY	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.


If weight is critical, contact Customer Application Engineering.



Prepared for:
Morris Taylor
Town of Florence
444 North Warner
Florence, AZ 85232
Phone: 85232

Prepared by:
Jim Ross
FTL, STL, WST OF ARIZONA, INC.
9899 West Roosevelt St
Tolleson, AZ 85353
Phone: 623-907-6627



	<p align="center">TOWN OF FLORENCE COUNCIL ACTION FORM</p>	<p align="center"><u>AGENDA ITEM</u> 8i.</p>
<p>MEETING DATE: August 18, 2014</p> <p>DEPARTMENT: Utilities Department</p> <p>STAFF PRESENTER: John V. Mitchell, Utilities Director</p> <p>SUBJECT: Approval to award a contract to Sun Western Contractors for improvements to the SWWTP, including the reuse pump station, chlorine facility upgrade, and operations building expansion.</p>		<p> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance </p> <p> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other </p>

RECOMMENDED MOTION/ACTION:

Motion to award a contract with Sun Western Contractors, for improvements at the South Wastewater Treatment Plant (SWWTP) including the reuse pump station, chlorine facility upgrade, and operations building expansion, in an amount not to exceed \$1,492,013.00.

BACKGROUND/DISCUSSION:

The Town of Florence entered into an ADEQ Consent Order in August 2013. The Consent Order addressed a number of items, including corrective measures for identification and correction of reported exceedances of residual chlorine. Water Works Engineers was hired to prepare construction documents for a project to upgrade the chlorination/dechlorination processes, as well as provide for a permanent effluent pump station.

The project was advertised and bids were opened on July 17, 2014. Three bids were received and Sun Western Contractors submitted the lowest responsive and responsible bid. The amount of the bid is \$1,492,013.00.

FINANCIAL IMPACT:

The current budget funds the first \$1,102,500 (SU-83, SU-51, SU-79 and WU-79). An additional \$389,513 will have to be added. It is recommended that SU-05 (\$330,000) and SU-11 (\$100,000) be used to make up the deficit.

SU-05 is a recharge injection well project for the SWWTP, but until the expansion project for the SWWTP is completed the actual costs are uncertain; therefore, costs will need to be reevaluated for inclusion in a future CIP. SU-11 is an 18 inch bore at SR-79 and Hunt Highway and is dependent on future growth. Because the timing for the growth is unknown, a new CIP will need to be created for a future project.

STAFF RECOMMENDATION:

Subject: Award of contract to Sun Western Contractors
Page 1 of 2

Meeting date: August 18, 2014

Staff recommends that a contract be awarded to Sun Western Contractors, for improvements to the SWWTP, including reuse pump station, chlorine facility upgrade and operations building expansion, in an amount not to exceed \$1,492,013.00.

ATTACHMENTS:

Bid tabulation sheet
Notice of Award

Reuse Pump Station, Chlorine Facility Upgrade, & Operations Building Expansion
Project No. TOF WU-83

	Item 1	Item 2	Total
Felix Construction	\$ 1,312,300.00	\$ 310,000.00	\$ 1,622,300.00
Currier Construction	\$ 1,178,184.00	\$ 371,000.00	\$ 1,549,184.00
Sunwestern Construction	\$ 1,114,334.00	\$ 377,679.00	\$ 1,492,013.00

Notice of Award

Date: August 4, 2014

Project: SWWTP Reuse Pump Station, Chlorine Facility Upgrade, & Operations Building Expansion

Owner: TOWN OF FLORENCE

Owner's Contract No.: TOF SU-83

Contract: SWWTP Reuse Pump Station, Chlorine Facility Upgrade, & Operations Building Expansion

Engineer's Project No.: 13-057

Bidder: Sun Western Contractors

Bidder's Address: 2925 E. Ganley Road, Tucson, AZ 85706

You are notified that your Bid dated July 17, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for SWWTP Reuse Pump Station, Chlorine Facility Upgrade, & Operations Building Expansion

The Contract Price of your Contract is One Million, Four Hundred Ninety Two, and Thirteen Dollars (\$1,492,013.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
NA


Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8j.
MEETING DATE: August 18, 2014 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne J. Costa, P.E. Public Works Director SUBJECT: Approval to award a Contract to M.R. Tanner for Butte Avenue Improvements		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve a contract with M.R. Tanner for improvements on Butte Avenue, between Centennial Park Avenue and Plant Road, in an amount not to exceed \$109,842.79.

BACKGROUND/DISCUSSION:

The Town has identified Butte Avenue as a main access way to Florence and thus it is in need of widening and rehabilitation. The current width of the road is approximately 19 feet and an expansion to 28 feet would allow overlayment and the appropriate shouldering of the road for safety concerns.

Currently, Butte Avenue is a multi-layer chip sealed road that has extensive alligatering, raveling, and undulations; making it an undesirable ride with safety features such as shoulders and clear distance spacing.

The action authorizes Town staff to complete this widening and rehabilitation project utilizing the Alternate Bid Procedure/Cooperative Purchasing provision of the Town's purchasing manual allowing the Town to procure services under a contract awarded by another governmental entity if it is advantageous to the Town. In this case, the City of Chandler Agreement No. ST2-745-3066 is utilized and other estimates provided were at \$130,870.62 and \$205,001.37.

FINANCIAL IMPACT:

The current fiscal year budget funds \$500,000 for repair and maintenance associated with the rehabilitation and repair of roadways within Fund Account No. 011-518-322.

RECOMMENDATION:

Staff recommends that a contract be awarded to M.R. Tanner, in an amount not to exceed \$109,842.79.

ATTACHMENTS:

- M.R. Tanner Proposal
- S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement
- City of Chandler Amendment Number 2 to Agreement No. ST2-745-3066.

M.R. TANNER

PAVEMENT MAINTENANCE

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

www.mrtanner.com

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A

An Equal Opportunity Employer

Date: 7/14/2014

To: Town of Florence
425 E. Ruggles Street
Florence, AZ. 85132
Attention: Mario Grijalva (520) 868-7634
Email: mario.grijalva@florenceaz.gov

Job Name: Butte Ave.
Location: Butte Ave. Florence AZ
Plans Dated: N/A
Architect- Engineer: N/A
Soil Engineer: N/A
Report Date: N/A

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Butte Ave.</u>				
1	Grade Existing, Place and Finish ABC and Pave 2" on Existing Chip Seal / New ABC	7.900	SY	\$ 13.00	\$ 102,700.00
	Note: MR Tanner excludes all survey, testing, traffic control and striping.				
	SUBTOTAL				\$ 102,700.00
	STATE + CITY SALES TAX (65% X 10.7%)				\$ 7,142.79
	TOTAL				\$ 109,842.79

Notes: M.R. Tanner is not responsible for any existing unstable subgrade material. Any related cost will be billed as a change order. Due to unstable oil prices, material suppliers are unable to guarantee pricing beyond 30 days. Any proposal not executed within 30 days MAY be considered void and subject to re-bid. If vehicles need to be moved for work to commence you will be charged \$100.00 per vehicle to be moved. Pricing is subject to completing all the items listed in this proposal. In the event that any items are deleted or omitted, unit pricing is subject to change. Areas where "alligating" has occurred with NOT be treated with crack fill material.

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due after completion 30 days and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily pursuit of the incurred in the collection of this account will be paid by the owner.

Warranty: M.R. Tanner Pavement Maintenance will provide a two year warranty on workmanship & materials and agree to be responsible for repairs that are deemed our responsibility. Severe weather, abuse, acts of God, vandalism and normal wear and tear are NOT covered by this warranty.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and back of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

Firm Name: _____

Signature: _____

Signature: _____

By: Eric Marsh

Accepted by: _____

Title: Pavement Maintenance

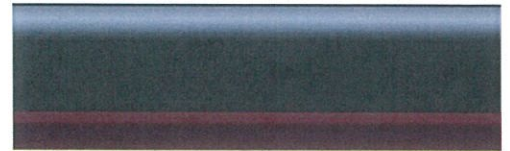
Date: _____

Title: _____

Date: _____



Office of Procurement Services



[Procurement Services](#) | [Site Map](#)

Search Office of Procurement Services

[Go](#)

Main Menu

- [Doing Business](#)
- [Vendor Registration](#)
- [Open Solicitations](#)
- [County Contracts](#)
- [Ethics in Procurement](#)
- [Construction](#)
- [Procurement Code](#)
- [Cooperative Purchasing](#)
- [S.A.V.E.](#)
- [Public Records](#)
- [FAQs](#)
- [Helpful Links](#)
- [Employment](#)
- [Contact Us](#)
- [OPS Home](#)

Office of Procurement Services : [Cooperative Purchasing](#) : S.A.V.E.

S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement



The contract listing included [here](#) is updated quarterly and is not a complete listing of contracts available to SAVE Agency Members. Please visit SAVE Agency Member sites for all available contracts. In order to utilize these contracts, you must be a participant in

the S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement.

GPPCS and SAVE are both Purchasing Consortiums that are comprised from the Cooperative Purchase Agreements that each public member entity has signed in order to participate in the various cooperative contracts.

What is a GPPCS/SAVE Contract? In reality, there is no such thing as a GPPCS or SAVE contract. Rather, participating member's, often referred to as "lead entities" issue and award contracts as a result of Invitations for Bids (IFB's) and Request for Proposals (RFP's) that include cooperative purchasing language. GPPCS and SAVE do not issue IFB's or RFP's or award contracts, nor do they endorse any contract that may contain cooperative language. If you are looking for a GPPCS or SAVE contract, the question you first need to answer is which "lead entity" awarded the contract.

Vendors who have been awarded contracts with GPPCS or SAVE cooperative language should be aware that each potential participating member entity reserves the right to perform a separate "due diligence" review to ensure the resultant award complies with that entities procurement rules and regulations. To help facilitate a member's due diligence review, vendors should be able to readily identify the lead entity that awarded the contract, rather than use the blanket statement of "I was awarded a GPPCS/SAVE contract".

- [City of Phoenix](#)
- [City of Chandler](#)
- [City of Glendale](#)
- [Maricopa Community Colleges](#)
- [City of Mesa](#)
- [City of Peoria](#)
- [City of Scottsdale](#)
- [City of Tempe](#)

■ [Town of Queen Creek](#)

■ [Contract Listing](#)

■ [Meeting Calendar](#)

■ [List of All Participating Agencies](#)

■ [The SAVE Co-op agreement and a sample signature page](#)

This page last updated on:
7/22/2014 7:32 AM

General Admin Hours
Mon-Fri: 8am-5pm
except holidays

[Maricopa County Office of Procurement Services](#)

320 West Lincoln, Second Floor
Phoenix, AZ 85003

Phone: (602) 506-3967 // Fax: (602) 258-1573

© 2014 Maricopa County

[Maricopa Home](#)

[Site Map](#)

[Legal Information](#)

[Privacy/Security Policies](#)



Maricopa County || 301 W. Jefferson St. || Phoenix, AZ 85003
602-506-3011

Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following **279** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **July 21, 2014**.

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of Scottsdale
City of Sedona
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Chino Valley
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County

Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobre Valley Institute of Technology (CVIT)
Cochise County Community College District
Coconino County Community College District
Diné College
East Valley Institute of Technology (EVIT)
Gila Institute for Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
Mohave Community College
Northern Arizona University
Pima Association of Governments (PAG)
Pima Community College
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
Regional Transportation Authority (RTA)
University of Arizona
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District
Yavapai College

Political Agencies

Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

Misc. Agencies

Central Arizona Water Conservation District (CAWCD)
Central Yavapai Fire District
Drexel Heights Fire District
Fire District of Sun City West
Horizon Community Learning Center / Horizon Charter School
Mary C. O'Brien ASD

Mountain Institute JTED
Mt. Lemmon Fire District
North Country Community Health Center
Northeast AZ Tech Institute of Voc Ed
Northwest Fire District
Pima County Joint Technology District #11 (JTED)
Pima County School Reserve Fund
Shonto Preparatory Schools
Superstition Mtn Community Facilities District
Sun City West Fire District
Western Arizona Vocational Education #50

School Districts

Agua Fria Union High School District # 216
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Ash Fork Joint Unified School District
Avondale Elementary School District #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Concho Elementary School District #6
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Creighton School District #14
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Dysart Unified School District # 89
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7

Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palominas Elementary School District #49
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4

Pomerene Elementary School District #64
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Red Mesa Unified School District #27
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12

Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

SAVE Contract Listing With Vendors

05/29/14

Solicitation Title	SRNumber	Contractor	Expiration Date	Entity Name	Buyer Name	Buyer Phone	Buyer email
Small Residential Water Meters	WUD08-27	BADGER METER, INC.	8/25/14	Tempe	Ted Stallings	480-350-8617	ted_stallings@tempe.gov
Smart Phone Application	T12-105-01	CONNECTED BITS LLC	4/11/15	Tempe	Ted Stallings	480-350-8617	ted_stallings@tempe.gov
Smoke Alarm Systems, Wireless Hearing Impaired	2013035	Lenhart's Ace Hardware	03/31/2016	Mesa	Paul Aguilar	(480) 644-2545	paul.aguilar@mesaaz.gov
Soda & Snack Vending	T13-093-01	SUN VALLEY VENDING	4/7/15	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Softballs	2012180	East Valley Sports	08/31/2015	Mesa	Paul Aguilar	(480) 644-2545	paul.aguilar@mesaaz.gov
Software to pulled data	IT13-124-01	TABLEAU SOFTWARE INC	2/26/15	Tempe	Ted Stallings	480-350-8617	ted_stallings@tempe.gov
Solar Generating System	T13-080-01	SOLAR CITY CORPORATION	5/9/15	Tempe	Michael Greene	480-350-8516	michael_greene@tempe.gov
Solar Generating System	T13-080-02	GREEN CHOICE SOLAR	5/9/15	Tempe	Michael Greene	480-350-8516	michael_greene@tempe.gov
Solar Generating System	T13-080-03	OAK LEAF ENERGY PARTNERS OHIO LLC	5/9/15	Tempe	Michael Greene	480-350-8516	michael_greene@tempe.gov
Solar Generating System	T13-080-04	GEHRLICHER SOLAR AMERICA CORPORATION	5/9/15	Tempe	Michael Greene	480-350-8516	michael_greene@tempe.gov
Solar Lighting for Bus Shelter	T09-048-01	URBAN SOLAR CORPORATION		Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Spanish Language Program	ACON42110	Hispalia	9/30/15	Peoria	Lisa Houg	(623) 773-7191	lisa.houg@peoriaaz.gov
Special Events Equipment Renta	T13-084-01	PRIDE GROUP LLC	5/12/15	Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Speed Humps, Speed Tables and Speed Cushions	ACON34309	RK Sanders Company	7/31/14	Peoria	Christine Finney	(623) 773-7531	christine.finney@peoriaaz.gov
Sports Complex Signage	ACON68012	blumedia	1/31/18	Peoria	Christine Finney	(623) 773-7531	christine.finney@peoriaaz.gov
Sports Uniforms	ACON37612	Midwest Graphics & Awards	7/31/17	Peoria	Christine Finney	(623) 773-7531	christine.finney@peoriaaz.gov
Sprinkler Parts	T11-028-02	HORIZON	11/18/14	Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Sprinkler Parts	T11-028-03	SPRINKLER WORLD OF ARIZONA, INC.	11/18/14	Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Sprinkler Parts & Supplies, Landscape	2011203	Horizon	11/30/2014	Mesa	Paul Aguilar	(480) 644-2545	paul.aguilar@mesaaz.gov
Sprinkler Parts & Supplies, Landscape	2011203	Sprinkler World	11/30/2014	Mesa	Paul Aguilar	(480) 644-2545	paul.aguilar@mesaaz.gov
Stadium Cleaning Services	ACON05111	ISS Facility Services	1/31/16	Peoria	Lisa Houg	(623) 773-7191	lisa.houg@peoriaaz.gov
Stop Loss Insurance	T12-150-01	SYMETRA LIFE INSURANCE COMPANY	6/30/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Stop Loss Insurance	ACON65409	Blue Cross Blue Shield of Arizona	6/30/15	Peoria	Lisa Houg	(623) 773-7191	lisa.houg@peoriaaz.gov
Storm Drain Grates & Manhole Covers	2011199	Grate Solutions Co Inc	10/31/2014	Mesa	Brandy Andersen	(480) 644-6426	brandy.andersen@mesaaz.gov
Stormwater Sampling Equipment	IFB 14-108	HRB Electric, Inc	5/31/17	Phoenix	Chuck Garvey	(602) 261-8668	chuck.garvey@phoenix.gov
Street Replacement & Asphalt Mill & Inlay	ST2-745-3066	M R Tanner Development & Construction Inc	12/31/14	Chandler	Raquel McMahon	480-782-2407	raquel.mcmahon@chandleraz.gov
Street Signs and Hardware	ACON26011	Zumar Industries, Inc.	6/21/16	Peoria	Teresa Andersen	(623) 773-7981	teresa.andersen@peoriaaz.gov
Street Sweeper - Broom Type	T13-029-01	ARIZONA PAVEMENT PROFILING	12/21/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Street Sweeper - Regenerative	T11-144-01	H&E EQUIPMENT SERVICES	4/7/15	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Street Sweeper Replacements Brooms	IFB 14-056	Old Dominion Brush; United Rotary Brush; West coast	11/20/14	Phoenix	Elizabeth Kellim	(602) 262-4753	elizabeth.kellim@phoenix.gov
Streetlight Installation	T14-031-01	FLUORESCO LIGHTING & SIGNS MAINTENANCE	10/24/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Streetlight Maintenance & Rusted Pole Replacement Services	2012201	CS Construction Inc	11/30/2015	Mesa	Brandy Andersen	(480) 644-6426	brandy.andersen@mesaaz.gov
Streetlight Replacement, Upgrades	TE9-968-2756	Brooks Bros. Utility Contractors	7/31/14	Chandler	Carolee Stees	480-782-2405	carolee.stees@chandleraz.gov
Streets Materials Testing	ACON46411	AMEC E&I	9/7/16	Peoria	Christine Finney	(623) 773-7531	christine.finney@peoriaaz.gov
Supplemental Trade Services	T14-012-01	FABIANI PAINTING AND DECORATING LLC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-02	CROUT AND HELLER PAINTING SERVICES INC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-03	D&K ENTERPRISES LLC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-04	FORESITE DESIGN & CONSTRUCTION INC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-05	BELFOR USA GROUP	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-06	CITY WIDE PEST CONTROL INC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-07	THE PIGEON GUY.COM	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-08	COMPREHENSIVE RISK SERVICES LLC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supplemental Trade Services	T14-012-09	KARY ENVIRONMENTAL SERVICES INC	10/19/14	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Supply and Installation of Sod	T14-069-01	EVERGREEN TURF INC	3/17/16	Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Supply and Installation of Sod	T14-069-02	WEST COAST TURF	3/17/16	Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Sweeper Brooms	T13-085-01	WEST COAST EQUIPMENT INC	5/12/15	Tempe	Tony Allen	480-350-8548	anthony_allen@tempe.gov
Sweeping, Street Services	2013129	Contract Sweeping Services	08/31/2016	Mesa	Brandy Andersen	(480) 644-6426	brandy.andersen@mesaaz.gov
Swimming Pool Chemicals	T11-125-02	AQUATIC ENVIRONMENTAL SYSTEMS INC	5/22/15	Tempe	Lisa Goodman	480-350-8533	lisa_goodman@tempe.gov
Switchgear, Pad Mounted	2009161	G & W Electric Company	12/31/2014	Mesa	Paul Aguilar	(480) 644-2545	paul.aguilar@mesaaz.gov
SynerGee Software Support	IT13-079-01	GL NOBLE DENTON INC	11/25/14	Tempe	Ted Stallings	480-350-8617	ted_stallings@tempe.gov

AMENDMENT NUMBER TWO
TO AGREEMENT BETWEEN
CITY OF CHANDLER & M.R. TANNER DEVELOPMENT & CONSTRUCTION, INC.
AGREEMENT NO. ST2-745-3066

This Amendment No. 2 to that certain Agreement between the City of Chandler and M.R. TANNER DEVELOPMENT & CONSTRUCTION, INC. to provide Street Replacement & Asphalt Mill & Inlay services, dated December 22, 2011 is entered into this 15 day of October, 2013.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. Section 5.1 of the Agreement is amended to extend the term of the Agreement for a one year period from January 1, 2014 through December 31, 2014.
2. Section 4.1 of the Agreement is amended to provide that the City shall pay CONTRACTOR an amount not to exceed Six Million, One Hundred Forty Three Thousand, One Hundred Dollars (\$6,143,100) which shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit C attached to original agreement and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 15 day of October, 2013.

CITY OF CHANDLER:

By: _____

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CONTRACTOR:

By: _____

Title: _____

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.