

**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, JULY 15, 2013, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

- 2. ROLL CALL:** Mayor Rankin\_\_\_; Vice-Mayor Smith\_\_\_;  
Councilmembers: Tom Celaya\_\_\_; Bill Hawkins\_\_\_;  
Ruben Montaña\_\_\_; Tara Walter\_\_\_; Vallarie Woolridge\_\_\_;

**3. INVOCATION PERFORMED BY REVEREND DONALD WOOLRIDGE, UNION BAPTIST CHURCH.**

**4. PLEDGE OF ALLEGIANCE**

**5. CALL TO THE PUBLIC**

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

- a. **Public Hearing on** Conditional Use Permit application for a proposed Medical Marijuana Dispensary on a Highway Business Commercial zoned property located at 801 North Pinal Parkway Avenue, Florence, Arizona; and for Discussion/Approval/Disapproval of said application.
- b. Presentation by Greater Florence Chamber of Commerce recognizing the Business of the Month.
- c. **Presentation of the** Greater Florence Chamber of Commerce's Annual Report.

**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. **\*Authorization to forward** a favorable recommendation to the Arizona Department of Liquor Licenses and Control on behalf of the Greater Florence Chamber of Commerce's application for a Special Event Liquor

License for September 5, 2013, and October 3, 2013, from 4:30 p.m. to 6:30 p.m. for their First Thursday events.

- b. **\*Authorization to enter** into a lease agreement with Carol Jonson (Silver King Hair Co.), for Suite 201, in the Silver King Market Place.
- c. **\*Resolution No. 1405-13:** adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE CORRECTED TOWN OF FLORENCE FY2013-2014 EMPLOYEE CLASSIFICATION PLAN.
- d. **\*Approval of the** Mutual Protection and Law Enforcement Agreement between the Tohono O'Odham Nations and Town of Florence.
- e. **\*Receive and file the following board and commission minutes:**
  - i. Receive and file the **September 25, 2012** Planning and Zoning Commission minutes.
  - ii. Receive and file the **December 18, 2012** Redevelopment Commission minutes.

#### 8. MANAGER'S REPORT

#### 9. CALL TO THE PUBLIC


#### 10. CALL TO THE COUNCIL

#### 11. ADJOURNMENT

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

POSTED THE 11<sup>th</sup> DAY JUNE 2013, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

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

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>6a.</b>
<b>MEETING DATE:</b> July 15, 2013  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Healing Healthcare 3 Inc. Medical Marijuana Dispensary (PZC-24-13-CUP)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other

**RECOMMENDED MOTION/ACTION:**

Motion to deny a Conditional Use Permit application submitted by Rakesh Pahwa/Healing Healthcare 3 Inc. for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 801 North Pinal Parkway, Florence, Arizona.

Staff notes that no resolution accompanies this this report as, beyond the compatibility concerns presented with this application, this application should not be approved as it is in direct violation of Section 152.04 (A) (2) of the Town’s Land Usage Code contained within the Town’s Code of Ordinances.

**BACKGROUND/DISCUSSION:**

On November 2, 2010, the voters of the State of Arizona approved Proposition 203, the “Arizona Medical Marijuana Act”, which created a distinction between the medical and non-medical uses of marijuana under Arizona law for persons suffering from debilitating medical conditions who are in need of marijuana for medical purposes and who obtain and use medical marijuana under the circumstances specified in Arizona Revised Statutes, Title 36, A.R.S. § 36-2801 et seq. The Department of Health Services (AZDHS) is the State agency charged with regulating medical marijuana dispensaries, cultivation facilities and issuing licenses to prospective applicants.

Under the new State law, cities and towns were allowed to adopt reasonable regulations regarding the location and operations of medical marijuana dispensaries and growing operations. As such, the Town of Florence adopted new codes related to this new State law so that there were clear and concise local regulations pertaining to the emerging medical marijuana industry.

The applicant proposes to utilize the subject location to provide cannabis products for patients who have received a physician's medical recommendation to utilize medical marijuana for the management of their medical afflictions. According to the applicant, the Department of Health Services has granted the applicant the ability to operate this business in this region pending local approvals.

### Vicinity Map (With 300' Buffer)



#### **ANALYSIS:**

This Conditional Use Permit request is for approval of an application by Rakesh Pahwa/Healing Healthcare 3 Inc. to allow for a proposed medical marijuana dispensary in a Highway Business Commercial (B-2) Zoning District on property located at 801 North Pinal Parkway Avenue. The site is the former location of a Big O Tires business that has been vacant for close to five years.

The Town of Florence adopted a comprehensive approach to the new State law with regard to medical marijuana facilities. First and foremost, the new medical marijuana industry allowed by State law presented the need to better define the types of uses allowable under the new State law. Once those new uses were more clearly defined in a new chapter of the Town Code (Chapter 152) titled *Medical Marijuana*, the Town then



developed requirements pertaining to the location and operation of these new uses. Locational criteria is first defined at the Zoning District level and then narrowed down by additional locational criteria, such as the distances between similar uses, distances to schools and other factors.

In general, the Town's medical marijuana ordinance allows all of the cultivation, operation and dispensary related medical marijuana uses to occur within the Town's Light Industrial (LI) Zoning District with a Conditional Use Permit (CUP). In addition, dispensary facilities are also allowed within the Town's Highway Business Commercial (B-2) Zoning District with a Conditional Use Permit. Any type of new facility related to this ordinance is subject to meeting the terms of their respective CUP and also would need to obtain require zoning clearance from the Town. In addition, all such facilities must be in compliance with State law and the AZDHS rules and regulations.

The proposed dispensary facility would operate out of approximately 5,400 square foot building existing on the property. The applicant has produced plans to separate the building with a framed wall in order to comply with the 2,500 square foot limit on the dispensary size per Town codes. The unused portion of the building could be used for compatible commercial retail uses.

The building is proposed to include a reception desk, cashier area and a private patient conference room to discuss the medical marijuana products that will be available. Once a patient selects a product, it will be purchased from an automated dispensing machine inside the building. Other areas of the dispensary will be off limits to patients, including the medical director's office.

The facility would also include a prep room where the marijuana product will be held in a secured safe and can be packaged for distribution; supply closets; an employee kitchenette and lounge; restrooms; utility areas; and a file room where medical records will be kept.

The facility would have adequate parking and include parking spots designated for those patients who are physically disabled. There would be a wheelchair access ramp and the campus will be well lit area at night. The applicant has prepared a detailed security plan in order to maintain the security of the site and the building.

The dispensary owner plans on having three full time employees on site during the hours of operation. Hours of operation for the dispensary would be limited per Town codes. As such, the facility will have operating hours not earlier than 8:00 a.m. and no later than 8:00 p.m.

The Medical Director for Healing Healthcare 3 Inc. of Florence will be Donald W. Hill, M.D., F.A.C.P., Chief Executive Officer. Dr. Hill is a licensed physician in Arizona in the practice of hematology and medical oncology. He is board certified in internal medicine and also medical oncology. Dr. Hill has written and published 15 scientific articles to his credit and has established cancer clinics in Arizona over the last 24 years. Dr. Hill

oversees the only active experimental cancer treatment clinical trial program between Tucson and Phoenix. Furthermore, Dr. Hill was the only physician in the State of Arizona with a Schedule I medical marijuana license from 2007 until 2010.

When the Planning and Zoning Commission and Town Council consider a Conditional Use Permit request the applicant must show the following:

**A. The site of the proposed use and the surrounding land uses;**

**Finding:**

The site is zoned Highway Business Commercial (B-2). The proposed site was formerly utilized as a Big O Tires business. The site is adjacent to the Pinal County Superior Court and Administration Offices to the north, Behavioral Systems Southwest Inc. to the east and a McDonald's Restaurant to the south.

The subject site has established access for customers off of Pinal Parkway/Highway 79 and shared access with McDonalds off of Diversion Dam Road.

Surrounding Land Uses and Zoning Districts:		
	Zoning Classification	Existing Use
North	Light Industrial (LI)	Pinal County Superior Court and Administration Offices
East	Highway Business Commercial (B-2)	Vacant Office Building
South	Highway Business Commercial (B-2)	McDonald's Resturant
West	Planned Unit Development (PUD)	Vacant Land
Onsite	Highway Business Commercial (B-2)	Vacant Commercial Building

Based on testimony presented at the June 20, 2013 Planning and Zoning Commission meeting that was subsequently confirmed to be true, staff finds that the subject property is less than the required minimum 660 feet away from a public library, which is considered a sensitive use. The public library facility is the Pinal County Law Library located within the Pinal County Superior Court building immediately north of the subject site.

**B. Access to the site; and**

**Finding:**

The subject site has established access for customers off of Pinal Parkway/Highway 79 and shared access with McDonalds off of Diversion Dam Road. There is cross access with another vacant pad (former Grease Monkey facility) on the east end of the site and the McDonalds restaurant to the south.

The parking lot for the building would be re-paved and striped to define parking required by the Town of Florence. The site will require painted directional arrows to help guide vehicular traffic on and off the site and provide curbing on the northwest side to limit access.

**C. The impact on adjoining and surrounding property if the application is approved.**

**Finding:**

The Town's General Plan identifies this area along Highway 79 as a future business and mixed use corridor. The site's General Plan land use and existing zoning designations support this site being used for traditional commercial purposes.

The evaluation of potential impacts of a conditionally permitted use to adjoining and/or surrounding properties is a factor that requires careful consideration. In general, a conditionally permitted use is a use that might work at one location within a given zoning district, but might be inappropriate at another location within the same zoning district.

The following have expressed concerns about the potential compatibility of this use with surrounding properties, existing developments and proposed developments.

- McDonalds Restaurant licensee Robert L. Souza operates the McDonald's immediately adjacent to this proposed facility. Mr. Souza contends now, as he did when a previous similar request was under review for this site, that the proposed use poses a threat to the reputation of his family business. Mr. Souza also shared his concerns at the Planning and Zoning Commission meeting on June 20, 2013.

- The Arizona Department of Corrections (ADC) previously expressed a strong opposition to having a medical marijuana dispensary being located adjacent to their Florence facilities. An updated letter from ADC adamantly restates their continued opposition. ADC, along with the GEO Group, who contract with ADC, shared their concerns at the Planning and Zoning Commission meeting on June 20, 2013.
- Lynn Londen represents Yole, LLC, which owns property across the highway from this proposed facility. Mrs. Londen has partnered with the Town on the Territory Square efforts and suggests in her letter that this use would be counterproductive to the efforts made on the Territory Square project.
- M. Lando Voyles, Pinal County Attorney, has expressed concerns about the proposed use. Mr. Voyles has given staff a letter stating that proposed medical marijuana dispensary will be operating within 660 feet of a Sensitive Use (school, a place of worship and a library) if allowed to open.
- Dr. Lance Mollenhauer, Florence Chiropractic, opposes the medical marijuana dispensary being located in close proximity (within 300 feet) to his Chiropractic Clinic.
- Steven L. Doran, Program Director with Behavioral Systems Southwest Florence Residential Re-Entry Center, opposes the proposed medical marijuana dispensary location. Mr. Doran's letter and statements made at the June 20, 2013 Planning and Zoning Commission meeting expressed concern that the proposed dispensary location would be within 660 feet of a "Place of Worship or Religious Assembly".
- Sheri George with the San Tan Valley Substance Abuse Coalition stated their group's opposition to this application at the Planning and Zoning Commission meeting on June 20, 2013.
- Daniel Kingston of Phoenix stated his opposition to this application at the Planning and Zoning Commission meeting on June 20, 2013.
- Will Jamieson of Phoenix stated his opposition to this application at the Planning and Zoning Commission meeting on June 20, 2013.
- Matthew Hum of Scottsdale stated that he supported this application at the Planning and Zoning Commission meeting on June 20, 2013.
- Ruben Montaña, Florence Town Council, made a statement regarding this application at the Planning and Zoning Commission meeting on June 20, 2013.

- The Mayor and Town Council previously denied a Conditional Use Permit request for this site. Though this past decision is not binding on the current application and this is not an identical application, staff contends that their denial for non-compatibility reasons should be taken into consideration.

The following have expressed their support for the Healing Healthcare 3 Inc. Medical Marijuana Dispensary Conditional Use Permit application:

- Rodney Rhodes, Town Resident, supports the Healing Healthcare 3 Inc. Medical Marijuana Dispensary. He has provided an e-mail statement of support.
- Gem Cox, Florence Business Owner, supports the proposed medical marijuana dispensary. He has provided an e-mail statement of support.

In making its recommendation, the Planning and Zoning Commission and Town Council may include conditions which are deemed necessary to protect the public health, safety, and general welfare. These conditions may include, but are not limited to:

1. Regulation of use;
2. Special yard requirements;
3. Special buffers, fences or walls;
4. Special parking areas;
5. Street dedications and/or improvements or appropriate bonds;
6. Regulation of access points;
7. Sign restrictions;
8. Required maintenance of yard;
9. Regulations of odors, noise, light or other special environmental factors;
10. Restrictions of hours of activity;
11. Duration of use;
12. Completion of development; and
13. Other conditions which will make the proposed use more compatible and harmonious with the surrounding land uses. In no case, however, shall these conditions be less restrictive than those found in the existing zoning classification.

In addition to any of the above special conditions, the Planning and Zoning Commission and Town Council shall impose the following general requirements on every Conditional Use Permit which is granted:

1. No Conditional Use approval shall be final until all conditions imposed have been met;
2. All of the special conditions shall constitute restrictions which run with the land and which shall be binding upon the owner of the land, successors or assigns;

3. The special conditions imposed by the Planning and Zoning Commission and/or Council shall be consented to in writing by the applicant prior to issuance of a Conditional Use Permit; and
4. The Resolution of the Council granting the application together with all consent forms shall be recorded by the recorder of the county.

**FINDINGS:**

Staff and the Planning and Zoning Commission present the following findings for the consideration of the Mayor and Town Council.

1. Public comments on this request call into the potentially compatibility of this use with surrounding properties.
2. Public comments on this request question the impact of this use on surrounding businesses, proposed businesses and the Town as a whole.
3. The Arizona Department of Corrections and the GEO Group oppose this type of use in close proximity to their correctional facilities as it may present public safety concerns and could have negative impacts on their programming and rehabilitation efforts.
4. A Medical Marijuana Dispensary is a conditionally permitted use in a Highway Business Commercial (B-2) Zoning District, which means that it is a use that can be carefully evaluated and not allowed should it be deemed inappropriate for a specific location.
5. The proposed use would be incompatible with the Town's visionary plans for the Territory Square project, which has been promoted in various Town marketing materials and on the Town webpage.

**ADDITIONAL FINDING:**

Based on testimony presented at the June 20, 2013 Planning and Zoning Commission meeting that was subsequently confirmed to be true, staff finds that the subject property is less than the required minimum 660 feet away from a public library, which is considered a sensitive use. The public library facility is the Pinal County Law Library located within the Pinal County Superior Court building immediately north of the subject site. As such, this application should not be approved as it is in direct violation of Section 152.04 (A) (2) of the Town's Land Usage Code contained within the Town's Code of Ordinances.



**PUBLIC PARTICIPATION:**

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. Public notice for the Planning and Zoning Commission Public Hearing was mailed to all property owners within three hundred (300) feet of the site.

Property posting for notice of public hearings for a Conditional Use Permit was posted on the site per Town requirements. Advertisements in the local Town paper have been posted per Town requirements. Under Arizona Revised Statutes, Title 9, Section-462.04 and Town of Florence Development Code, a public hearing is required for a Conditional Use Permit.

**FINANCIAL IMPACT:**

Unable to determine as there is no long term track record of this type of use in Arizona, the number of potential patients at this facility is unknown and the amount of product or merchandise that could be sold at this facility is unknown.

**RECOMMENDATION:**

Based on the findings on this application, staff forwarded an unfavorable recommendation on this application to the Planning and Zoning Commission.

The Planning and Zoning Commission concurred with staff's recommendation, which was further supported by additional testimony during the June 20, 2013 Planning and Zoning Commission meeting, and has forwarded a unanimous unfavorable recommendation on this Conditional Use Permit case to the Mayor and Town Council.

**ATTACHMENTS:**

Application Materials

Letters/correspondence of support and opposition

# APPLICATION FOR CONDITIONAL USE PERMIT

PROJECT NAME: Healing Healthcare 3 Inc

REQUEST TYPE:       WCF                       Other                       Time Extension

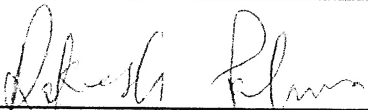
1. Property Owner:      Name: OM SHIV RADIOLOGY  
   Address: 13404 S. 33 RD CT , PHOENIX, AZ 85044  
   Phone: 602-722-8771      Fax: 480-706-1098  
   Email: DAN@AZTECHRADIOLOGY.COM

2. Applicant/Developer:      Name: Rakesh Pahwa /Healing Healthcare 3 Inc  
   Address: 1669 E.McMurray Blvd , Casa Grande , AZ 85122  
   Phone: 602-763-4114      Fax: 520-876-0167  
   Email: rockypahwa@cox.net

3. Address or Location of Property: 801 North Pinal Parkway , Florence , AZ 85132  
\_\_\_\_\_  
\_\_\_\_\_

4. Tax Parcel Numbers: APN 200-46-005V  
  
   Gross/Net Acres:- 066 acres      Zoning::- B-2

5. Request Details: CUP to operate a medical marijuana dispensary  
\_\_\_\_\_  
\_\_\_\_\_



4/20/13

**SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE**

**DATE**

**FOR STAFF USE ONLY:**

CASE NO. <u>P2C-24-13-CUP</u>	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ <u>536<sup>00</sup></u>
PZ HEARING DATE <u>June 20, 2013</u>	
TC HEARING DATE <u>August 5, 2013</u>	REVIEWED BY: <u>Gilbert Olegin</u>
RECOMMENDATION:      APPROVAL      DISAPPROVAL	

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Conditional Use Permit Application PZC-24-13-CUP. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Conditional Use Permit Application PZC-24-13-CUP ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Conditional Use Permit Application PZC-24-13-CUP. Except as expressly set forth in the Conditional Use Permit Application PZC-24-13-CUP and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

Dated this 21 day of May, 2013.

Owner:

By: Rakesh Kumar  
Print Name

Rakesh Kumar  
Signature

Its: Manager  
Title

STATE OF ARIZONA )  
County of Pinal ) ss

On this 21st day of May, 20 13, before me, the undersigned Notary Public, personally appeared Rakesh Kumar known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Rakesh Kumar executed the same.

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

My commission expires:

7-4-16  
Stephanie Lamas  
Notary Public





**Healing Healthcare 3, Inc.**

**801 N. Pinal Parkway, Florence, Arizona 85132**

The dispensary applicant listed above has been issued a Medical Marijuana Dispensary Registration Certificate. This Registration Certificate is **not** an approval to operate. The holder is authorized to apply for an Approval to Operate in the State of Arizona. An application for Approval to Operate must be submitted, along with items described in A.A.C R9-17-305, no later than 60 days prior to the Registration Certificate expiring. This certificate has been issued under the authority of Title 36, Chapter 28.1, Arizona Revised Statutes and pursuant to Title 9, Chapter 17, Article 3, Department of Health Services' rules and regulations.

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**Registration Certificate Identification Number: 00000047DCOU00565305**

**Issue Date: August 7, 2012**

**Expiration Date: August 7, 2013**

A Registration Certificate issued by the Arizona Department of Health Services pursuant to A.R.S. Title 36, Chapter 28.1 and A.C.C. Title 9, Chapter 17 does not protect the holder from legal action by federal authorities, including possible criminal prosecution for violations of federal law for the sale, manufacture, distribution, use, dispensing, possession, etc. of marijuana. The acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing medical marijuana under state law is lawful only if done in strict compliance with the requirements of the State Medical Marijuana Act ("Act"), A.R.S Title 36, Chapter 28.1 and A.A.C. Title 9, Chapter 17. Any failure to comply with the Act may result in revocation of the Registration Certificate issued by the Arizona Department of Health Services, and possible arrest, prosecution, imprisonment, and fines for violation of state drug laws. The State of Arizona, including but not limited to the employees of the Arizona Department of Health Services, is not facilitating or participating in any way with my acquisition, possession, cultivation, manufacturing, delivery, transfer, transportation, supplying, selling, distributing, or dispensing medical marijuana.

**THE ARIZONA MEDICAL MARIJUANA ACT DOES NOT AUTHORIZE THE HOLDER OF A DISPENSARY REGISTRATION CERTIFICATE TO CULTIVATE, POSSESS, OR SELL MEDICAL MARIJUANA PRIOR TO RECEIVING APPROVAL TO OPERATE FROM THE DEPARTMENT.**

**THE APPLICANT AGREES NOT TO OPERATE THE DISPENSARY UNTIL THE DISPENSARY IS INSPECTED AND THE APPLICANT OBTAINS APPROVAL TO OPERATE FROM ADHS.**

A handwritten signature in black ink, appearing to read "Will Humble", written over a horizontal line.

Will Humble, Director



Arizona Department of Health Services  
Arizona Medical Marijuana Program

Notice of Deficiencies

Monday, June 03, 2013

Your application for Approval to Operate has been received by the Arizona Medical Marijuana Program ('Program'), Arizona Department of Health Services ('Department').

The following deficiency(s) with your application was/were identified by the Program, making your application incomplete:

**1. A copy of documentation issued by the local jurisdiction to the dispensary authorizing occupancy of the building as a dispensary and, if applicable, as the dispensary's cultivation site, such as a certificate of occupancy, a special use permit, or a conditional use permit was missing. R9-17-305(A)(2). Please submit.**

**\*\*\*PLEASE SUBMIT A CERTIFICATE OF OCCUPANCY FROM EITHER THE CITY OF FLORENCE OR PINAL COUNTY FOR THE DISPENSARY LOCATION. \*\*\*PLEASE SUBMIT CERTIFICATE OF OCCUPANCY FROM THE CITY OF TEMPE FOR THE CULTIVATION LOCATION.**

Please resolve the above identified deficiency(s) and submit the requested information and/or document(s) to the Program. The requested information and/or document(s) should be mailed to the Arizona Department of Health Services (ATTN: Dispensary Program), P.O. Box 19000, Phoenix, AZ, 85005, or e-mailed to [M2Dispensaries@azdhs.gov](mailto:M2Dispensaries@azdhs.gov).

**APPLICATION: AZAT000000635**

**DISPENSARY: HEALING HEALTHCARE 3 INC**

Please be advised that pursuant to Arizona Administrative Code (A.A.C.) R9-17-107, you have 10 working days from the date of this Notice of Deficiencies ('Notice') to submit the information and/or document(s) to the Program that are necessary to complete your application.

Thank You,  
Arizona Medical Marijuana Program

## Gilbert Olgin

---

**From:** Rocky Pahwa <rockypahwa@cox.net>  
**Sent:** Thursday, June 20, 2013 8:21 AM  
**To:** Mark Eckhoff; Gilbert Olgin  
**Subject:** FW: Big O tire bldg. use for Medical Marijuana

-----Original Message-----

From: Gem Cox [<mailto:gemcox@cox.net>]  
Sent: Thursday, June 20, 2013 8:00 AM  
To: Rocky Pahwa; Miguel Olivas  
Subject: Big O tire bldg. use for Medical Marijuana

Town of Florence Council and staff,

I understand that a long time businessman in our community has been awarded a certificate to operate a dispensary in Florence. After 3 years and a lot of cash investment he now owns the old Big O tire building that he purchased for \$425,000.00 (twice what I would value it at for rents to a business). I am told that the site is zoned for use as a dispensary at this time and that the new owner has applied for a business license and occupancy of the building.

A medical marijuana dispensary in Florence can bring a lot of positive prospects for our small town:

A large retail space vacant and vandalized for many years will be put back into service

A newly legalized need can be met here in town

A new tax paying business will be established

A new active business and citizen will be attracted to our town

And many other benefits will be realized by the town and surrounding businesses.

I would like to see our town government actively help in the establishment of any new businesses in town. I think the town government is a steward for our community assets especially our real property commercial assets. Our town government has collected taxes to operate from many of these properties for over 100 years and so I see the town as a valid stake holder vested in every commercial property. This said we need to get businesses installed in every vacant building. In this case we are fighting a chance to have a business occupy a long vacant over priced building.

I am perplexed at the prospect of not allowing a business to occupy a building that is zoned for that business to occupy. I understand the politics against marijuana use. I am a very conservative Republican and will never condone its illegal recreational use or the illegal use of other drugs available from dispensaries like: codeine, valium, oxycodone, or morphine.

Illegal use is not the issue here in my opinion, medical marijuana is now legal Arizona for use as a prescribed treatment for pain and suffering. I don't know its effect or the effects of other prescribed pain medications for legal use in all treatments, thats why a doctor prescribes them.

I realize that any prescription pain medication can be illegally used and that all of them are, I cant understand how closing a local pharmacy or preventing a medical marijuana dispensary can stop illegal use in our town.



## Mark Eckhoff

---

**From:** Rocky Pahwa <rockypahwa@cox.net>  
**Sent:** Thursday, June 20, 2013 9:35 AM  
**To:** Mark Eckhoff; Gilbert Olgin  
**Subject:** FW: Big O tire bldg. use for Medical Marijuana

**From:** Rodney Rhodes [<mailto:rhdsrdny@yahoo.com>]  
**Sent:** Thursday, June 20, 2013 9:17 AM  
**To:** [rockypahwa@cox.net](mailto:rockypahwa@cox.net)  
**Subject:** Big O tire bldg. use for Medical Marijuana

Town of Florence Council and staff,

I understand that a long time businessman in our community has been awarded a certificate to operate a dispensary in Florence. The site is zoned for use as a dispensary at this time and that the new owner has applied for a business license and occupancy of the building.

- A medical marijuana dispensary in Florence can bring a lot of positive prospects for our small town:
- 
- A large retail space vacant and vandalized for many years will be put back into service:
- 
- A newly legalized need can be met here in town:
- 
- A new tax paying business will be established:
- 
- A new active business and citizen will be attracted to our town:
- 
- And many other benefits will be realized by the town and surrounding businesses:

I would like to see our town government actively help in the establishment of any new businesses in town. I think the town government is a steward for our community assets especially our real property commercial assets. Our town government has collected taxes to operate from many of these properties for over 100 years and so I see the town as a valid stake holder vested in every commercial property. This being said we need to get businesses installed in every vacant building. In this case we are fighting a chance to have a business occupy a long vacant over priced building.

I am perplexed at the prospect of not allowing a business to occupy a building that is zoned for that business to occupy. I am a very conservative Republican and will never condone its illegal recreational use or the illegal use of other drugs available from dispensaries. Illegal use is not the issue here in my opinion, medical marijuana is now legal Arizona for use as a prescribed treatment for pain and suffering.

I realize that any prescription pain medication can be illegally used and that all of them are, I can't understand how closing a local pharmacy or preventing a medical marijuana dispensary can stop illegal use in our town. It would make legal use harder for those in need.

Lets act as community stewards and help facilitate this business set up.

Rodney Rhodes  
(425) 231-9747 cell

---

Pursuant to A.R.S. 39-121, this e-mail and any attachments may be considered a public record subject to public inspection. Please be advised that the public, including news media, may request access to e-mail sent and received pursuant to the Arizona Public Records law and the Freedom of Information Act.

**CONFIDENTIAL AND PRIVILEGED**

This transmission (including attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521. The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

- E-mail scanned by McAfee Anti-Virus  
- Website: <http://www.florenceaz.gov>

Disclaimer # 6955-149



OFFICE OF THE PINAL COUNTY ATTORNEY

M. LANDO VOYLES  
PINAL COUNTY ATTORNEY

June 20, 2013

Town of Florence  
Community Development Department  
PO Box 2670  
Florence, AZ 85132

Re: PZC-24-13-CUP

Dear Mayor, Council Members, and Department:

I oppose the Conditional Use Permit being considered to allow a medical marijuana dispensary to operate at the location proposed in permit application PZC-24-13-CUP.

Marijuana remains a Schedule One drug under the Controlled Substances Act and illegal. As a Schedule One drug, marijuana fails to possess any medically recognized benefit.

Understanding towns and counties proceeded with passage of zoning ordinances to accommodate for the Arizona Medical Marijuana Act, I recognize their fear of civil liability for failing to abide by Arizona statutes and their adopted zoning regulations on this matter. Therefore, I offer rationale for opposing this application based on your adopted rules.

As adopted by the Town of Florence in their Planning and Zoning Ordinance Chapter 152, Medical Marijuana, no medical marijuana dispensary shall be operated or maintained within 660 feet of any Sensitive Uses. As defined by Section 152.004, "Sensitive Uses shall be construed to include the following uses: school; public or private recreation center; park; public library; place of worship; massage establishment; sexually oriented business; or teen club."

Within 660 feet of the location under consideration exists the Pinal County Superior Court, and more specifically includes the Pinal County Law Library. The Pinal County Law Library provides the citizens of Pinal County a place to conduct legal research and to access legal forms from the self-help center free of charge. The Pinal County Law Library is a public library and as identified in the aforementioned definition of Sensitive Uses, a public library clearly prohibits a medical marijuana dispensary being approved at the proposed location.

Cognizant of Behavioral Systems Southwest's concerns relating to the existence of a place of worship and educational programs located on their property and considered "Sensitive Uses" by Town Ordinance, the Londen Land Company's economic concerns with the dispensary not conforming to the plans set forth within the approval of the Territory Square project, the family-centered environment present at McDonalds, and the Arizona Department of Corrections' concerns from 2011 with PZC-22-11-CUP still existing today, I support their relative reasons opposing this location and ask you recommend against approval and subsequently vote against the proposed permit.

Sincerely,

A handwritten signature in black ink, appearing to read "Lando Voyles", is written over a horizontal line.

Lando Voyles, County Attorney  
Pinal County Attorney's Office

Behavioral Systems Southwest  
Florence Residential Re-Entry Center  
950 East Diversion Dam Road  
Florence, Arizona 85132  
Phone 520-868-0880  
Fax 520-868-0688

06/17/2013

Town of Florence  
Community Development Department  
PO Box 2670  
Florence, Arizona 85132

Re: Objection to the Medical Marijuana Dispensary

Dear Board Members:

We are objecting to the Medical Marijuana Dispensary for the following reasons.

1. ***PLACE OF WORSHIP OR RELIGIOUS ASSEMBLY.*** Buildings or facilities used for the purpose of conducting religious services, worship and related educational, cultural, and social activities.

§ 152.04 DISTANCE SEPARATION REQUIREMENTS.

(A) All medical marijuana dispensaries, medical marijuana dispensary offsite cultivation locations and medical marijuana infusion facilities shall meet the following minimum location requirements:

(2) No medical marijuana dispensary, medical marijuana dispensary offsite cultivation location or medical marijuana infusion facility shall be operated or maintained within 660 feet of any sensitive uses within the corporate limits of Florence. This distance separation provision is not applicable for cases where the aforementioned uses are separated by a state highway, except as governed by the "Arizona Medical Marijuana Act" and applicable state statutes.

We are required to maintain a federally protected sacred site at our facility that is specifically the property of the Native American residents for Religious activities in the form of a sweat lodge.

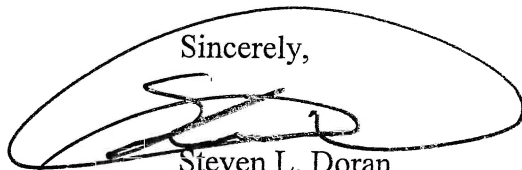
The **American Indian Religious Freedom Act**, Public Law No. 95-341, 92 Stat. 469 (Aug. 11, 1978) (commonly abbreviated to AIRFA), codified at 42 U.S.C. § 1996, is a United States federal law and a joint resolution of Congress that was passed in 1978. It was enacted to protect and preserve the traditional religious rights and cultural practices of American Indians, Eskimos, Aleuts, and Native Hawaiians.<sup>[1]</sup> These rights include, but are not limited to, access of sacred sites, freedom to worship through ceremonial and traditional rights and use and possession of objects considered sacred.

The Act required policies of all governmental agencies to eliminate interference with the free exercise of Native religion, based on the First Amendment, and to accommodate access to and use of religious sites to the extent that the use is practicable and is not inconsistent with an agency's essential functions. It also acknowledges the prior violation of that right.<sup>[2]</sup>

We are also considered under state law as a Private Vocational Program and have enclosed the supporting documentation.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Doran", is enclosed within a large, hand-drawn oval. The signature is somewhat stylized and overlaps the text below it.

Steven L. Doran  
Program Director

## Mark Eckhoff

---

**From:** Lance Mollenhauer <tofhelpdesk@gmail.com>  
**Sent:** Thursday, June 20, 2013 10:11 AM  
**To:** Mark Eckhoff  
**Subject:** Town of Florence: medical marijauna clinic - say no

This is an enquiry e-mail via <http://www.florenceaz.gov/> from:  
Lance Mollenhauer <[florencechiro@gmail.com](mailto:florencechiro@gmail.com)>

Hello- My name is Dr. Lance Mollenhauer and I run Florence Chiropractic, the only chiropractic clinic in town, and it happens to be across the road from where the medical marijuana clinic will be. I was recently contacted by the man who is opening the clinic, looking for support from surrounding businesses, and I have to say that I am not comfortable with the clinic being that close to my place of business, right next to the main highway, and there are too many questions for me to give my support for this type of business. I am all for new growth and jobs to come to the town, but not at the cost of my business and the with the unknown (and possibly negative) impact that it may have on my business. so I guess I am saying, if i get a vote and if my voice matters, then that vote is a no for the medical marijuana clinic to be right outside my door.

Pursuant to A.R.S. 39-121, this e-mail and any attachments may be considered a public record subject to public inspection. Please be advised that the public, including news media, may request access to e-mail sent and received pursuant to the Arizona Public Records law and the Freedom of Information Act.

### CONFIDENTIAL AND PRIVILEGED

This transmission (including attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521. The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

- E-mail scanned by McAfee Anti-Virus  
- Website: <http://www.florenceaz.gov>

Disclaimer # 6955-149



# Arizona Department of Corrections



JANICE K. BREWER  
GOVERNOR

1601 WEST JEFFERSON  
PHOENIX, ARIZONA 85007  
(602) 542-5497  
www.azcorrections.gov



CHARLES L. RYAN  
DIRECTOR

June 14, 2013

Town of Florence Community Development Department  
P.O. Box 2670  
Florence, AZ 85132

Re: PZC-24-13-CUP - Public Hearing

To the Planning and Zoning Commission and the Florence Town Council:

The Arizona Department of Corrections (ADC) is in receipt of the Notice of Public Hearing scheduled to commence on June 20, 2013 regarding an application for a Conditional Use Permit. It is our understanding that Rakesh Pahwa/Healing Healthcare 3 Inc. on behalf of OM Shiv Radiology is requesting this permit to allow the operation of a medical marijuana dispensary. I am requesting this proposal be rejected by the Committee and the Town Council.

The proposal submitted by Rakesh Pahwa/Healing Healthcare 3 Inc. on behalf of OM Shiv Radiology, if approved, would result in this dispensary being operated in close proximity to Florence West and the Central Arizona Correctional Facility (CACF) in Florence. These facilities are operated by GEO under contract with the Arizona Department of Corrections to house ADC inmates. This proposal should be rejected due to its proximity to these prison facilities. There are a large number of inmate visitors that access these facilities on a regular basis, and permitting a marijuana dispensary to operate in such close proximity increases the risk of illegal contraband being introduced onto prison property or into the facilities themselves.

The Arizona State Prison in Florence has been an intrinsic part of the Florence community for more than a century. GEO has operated facilities in Florence to house ADC inmates for over a decade. Many of the men and women who live and work in Florence are employed by the ADC or by GEO and many are former inmates released from the prison with a chance for rehabilitation. As Director of the Arizona Department of Corrections, I am committed to protecting the public safety throughout our state. I have focused a great deal on inmate programming allowing for inmates to better themselves, learn trades and work toward becoming contributing members in our communities upon their release.

Town of Florence

June 14, 2013

Page 2

To allow for a marijuana dispensary operation in close proximity to these prisons unquestionably threatens the public safety of the Florence community and the safety and security of staff and inmates inside these GEO prisons. Moreover, its operation remains a violation of federal law.

I respectfully request that the Planning and Zoning Committee and the Florence Town Council reject this conditional use permit and/or any future permits seeking to operate a medical marijuana dispensary in close proximity to the Florence West and CACF prison facilities and the surrounding grounds.

Thank you for your consideration in this matter.

Sincerely,



Charles L. Ryan  
Director

cc: Jeff Hood, Deputy Director  
Dawn Northup, General Counsel  
Carson McWilliams, NROD  
Rick Mauldin, Florence West Warden  
John Gay, CACF Warden  
Robert Patton, Offender Operations Division Director  
Joe Profiri, Contract Beds Operations Director  
File CLR 82872512



## Greater Florence Chamber of Commerce

To: Mark Eckhoff AICP  
Title: Retraction of Medicinal Marijuana business on Highway 79  
Date: June 19, 2013  
From: Damon Anderson  
Vice Chair / Greater Florence Chamber of Commerce

Dear Mr. Eckhoff,

On behalf of the Chamber of Commerce I write this letter to retract our recent submission opposing the business that has been working to join the Florence business area with a medicinal marijuana store within the town limits. This by no means is representative that the chamber is in support of this new business, rather through multiple discussions with the board and members of the chamber of commerce, it is clear that the chamber does not stand united on this issue and therefore must remain neutral in regards to supporting or opposing.

Our board with a split vote have come to a quorum to retract this letter and allow the wheels of process to turn allowing this business the opportunity to present their case while allowing the process of permitting to be determined without the weight of the chamber on this issue.

I thank you for your understanding and we at the chamber thank you for your time in explaining the processes in more detail.

Best Regards,

A handwritten signature in dark ink, appearing to read "Damon Anderson", is written over a light blue horizontal line.

Damon Anderson  
Vice Chair  
Greater Florence Chamber of Commerce



Greater Florence Chamber of Commerce

To: Mark Eckhoff AICP  
Title: Opposition to Medicinal Marijuana business on Highway 79  
Date: June 4, 2013  
From: Damon Anderson  
Vice Chair / Greater Florence Chamber of Commerce

Dear Mr. Eckhoff,

It has come to the attention of the Chamber of Commerce here in Florence, that a new business has expressed interest in opening a Medicinal Marijuana business. It is our understanding that this business is slated to be located on Highway 79 just as you are entering town from the North.

We at the chamber have discussed just what this business could do for the town of Florence and weighing out the pros and cons of such an entity. There have been multiple concerns expressed from our members and for the following reasons we feel it necessary to speak out on behalf of the businesses that make up our membership.

1. It is not a secret that the labor pool here in and around Florence is limited and finding good, reliable help is difficult. Our membership has expressed multiple concerns with how a business such as this would negatively impact our already challenging market.
2. Our Chamber, alongside the town leadership of Florence, has been working diligently to build upon the history and cultural experiences that Florence has to offer. By having a business with such a profoundly open location, we feel it will only detract from our community's ability to grow in such a way that will cultivate strong ties to the community and greater regional populations.
3. As it stands now, our community has such a negative persona to those who are not familiar with Florence. We believe that this business, again having such a strong curbside presence in our town will only further distract the outlying community from recognizing our community as more than just a "prison town."

We at the chamber feel it necessary to voice our opinion on this subject and truly appreciate the opportunity to work with the town of Florence and the residents who call this home as we all work together to create a brighter tomorrow for us all.

Best Regards,

A handwritten signature in black ink, appearing to read "Damon Anderson", is written below the "Best Regards," text.

Damon Anderson  
Vice Chair  
Greater Florence Chamber of Commerce



## Londen Land Company, L.L.C.

4343 E. Camelback Rd. Ste. 400 Phoenix, AZ 85018 ph. (602) 957-1650 f. (602) 840-9765

June 5, 2013

Town of Florence  
Community Development Department  
P.O. Box 2670  
Florence, AZ 85132

To Whom It May Concern:

I write in opposition to PZC-24-13-CUP, a request for a Conditional Use Permit for a Medical Marijuana Dispensary.

My family owns 200+ acres just across the highway from the location of the permit request. We have spent the past decade planning and preparing for new growth in this area. The last few years have been the most exciting by far with the approval of Territory Square. In a cooperative effort, Florence and surrounding landowners have made major investments, in terms of time, funds and other resources toward the development of the Territory Square project and we are only in the beginning stages. Approval of a Medical Marijuana Dispensary would be moving us in the opposite direction of where all this momentum is taking the town.

In addition, with major correctional facilities so close, and at a time when federal and local laws are in conflict about the existence of these dispensaries, this seems like the wrong place and time for this application to be approved.

For these reasons, Londen Land Company requests denial of the Conditional Use Permit.

We appreciate the opportunity to voice our opinion in this matter.

Sincerely,

Lynn Londen  
President



P.O. Box 10550  
Casa Grande, AZ 85130-0079  
(520) 836-4850

June 3, 2013

Town of Florence  
P.O. Box 2670  
Florence, AZ 85132

Planning and Zoning Commission  
Public Hearing and Recommendation

Re: PZC-24-13-CUP

I wrote my first letter in July of 2012 stating my position. That position has not changed. I am against the issuance of a permit of any kind for a medical marijuana dispensary at that location. I am the McDonald's licensee of the McDonald's located at 801 N. Highway 79 #4 in Florence, AZ, next door to the proposed dispensary.

McDonald's has a well-deserved reputation as a family business. A marijuana dispensary at that location would be a detriment to my business. As stated in my previous letter, I understand the medicinal value to patients that may use this drug. However, to place it next to a family restaurant, next to the County Superior Court, next to a behavioral clinic and between two prison complexes... the potential for problems is enormous! This is a poor location choice and I am adamantly against its placement.

Additionally, a marijuana dispensary recently opened in Eloy, AZ. I also am the licensee of the McDonald's in Eloy and have a piece of property behind that dispensary with a 90' McDonald's road sign. It may be coincidence, however if the operator of that dispensary is the same as the proposed Florence dispensary, maybe their intention is to have me display a green "M" instead of a yellow one. Eloy did not inform me as a landowner near this new facility otherwise, I would have voiced my objection as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Souza".

Robert L. Souza



July 3, 2012

Town of Florence  
P.O. Box 2670  
Florence, AZ 85132

Planning and Zoning Commission  
Public Hearing and Recommendation

Re: PZC-19-12-CUP

I am the McDonald's licensee of the McDonald's located at 801 N. Highway 79 #4 in Florence, AZ. I just received the notice of the public hearing for case #PZC-19-12-CUP. I am against the issuance of a permit for a medical marijuana dispensary at that location.

My business is a family business. A marijuana dispensary at that location would be a detriment to my business. I understand the medicinal value to patients that may use this drug. However, to place it next to a family restaurant, next to the County Superior Court, next to a behavioral clinic and between two prison complexes... the potential for problems is enormous! Maybe they can find a location across from the elementary school. All jesting aside, this is a poor location choice and I am adamantly against its placement.

Sincerely,



Robert L. Souza

# Arizona Department of Corrections



JANICE K. BREWER  
GOVERNOR

1601 WEST JEFFERSON  
PHOENIX, ARIZONA 85007  
(602) 542-5497  
www.azcorrections.gov



CHARLES L. RYAN  
DIRECTOR

May 31, 2011

Town of Florence Community Development Department  
Post Office Box 2670  
Florence, Arizona 85132

Re: Case PZC-22-11-CUP

To the Planning and Zoning Commission and the Florence Town Council:

The Arizona Department of Corrections (ADC) is in receipt of the Notice of Public Hearings set to commence this week and again later this month regarding an application for a Conditional Use Permit. It is our understanding that Thomas and Julie Curtis are requesting this permit to allow them to operate a medical marijuana dispensary. I am requesting this proposal be rejected by the Committee and the Town Council.

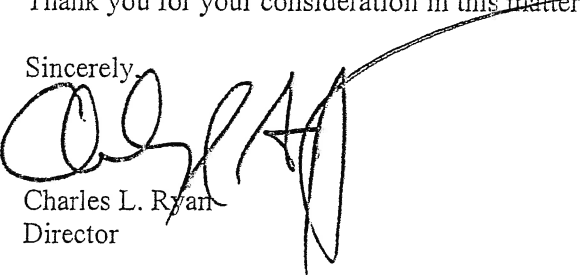
The proposal submitted by Mr. and Mrs. Curtis, if approved, would result in this dispensary being operated adjacent to the South Unit at the Arizona State Prison in Florence. This proposal should be rejected due to its proximity to the prison facility. As Director of the Arizona Department of Corrections, I am committed to protecting the public safety throughout our state. I have focused a great deal on inmate programming allowing for inmates to better themselves, learn trades and work toward becoming contributing members in our communities upon their release.

The Arizona State Prison in Florence has been an intrinsic part of the Florence community for more than a century. Many of the men and women who live and work in Florence are employed by the ADC and many are former inmates released from the prison with a chance for rehabilitation. To allow for a marijuana dispensary operation adjacent to this prison unquestionably threatens the public safety of the Florence community and the safety and security of staff and inmates inside the Florence prison. Moreover, its operation remains a violation of federal law.

I respectfully request that the Planning and Zoning Committee and the Florence Town Council reject this conditional use permit and/or any future permits seeking to operate a medical marijuana dispensary adjacent to the Florence prison facility and the surrounding grounds.

Thank you for your consideration in this matter.

Sincerely,

  
Charles L. Ryan  
Director

cc: Karyn Klausner, General Counsel  
Carson McWilliams, Southern Region Operations Director  
Ron Credio, Acting Warden, ASPC Florence  
File

**Mark Eckhoff**

---

**From:** Miguel Olivas <molivas@theolivasgroup.com>  
**Sent:** Tuesday, June 18, 2013 9:42 AM  
**To:** Mark Eckhoff; Gilbert Olgin  
**Subject:** Healing Healthcare Inc Invitation Education Forum

# HEALING HEALTHCARE, INC

## Medical Marijuana Dispensary Education Forum

Healing Healthcare, Inc. invites you to our Educational Forum to learn about the facts of Healing Healthcare's proposed Florence location.

The Education Curriculum shall include:

1. Introduction
2. Summary of the Project
  - Mission and Vision
  - Site plans,
  - Management/Operations,
  - Security,
  - Dedication to the law
3. Community Partnership
4. Community Investment
5. Government Oversight
6. Question and Answers/Close of meeting

**LOCATION:** Holiday Inn Express & Suites, 240 West Highway 287, Florence, Arizona 85232 (Grand Ballroom)

**TIME:** 5:30 pm to 6:30 pm

**DATE:** June 19, 2013

The Healing Healthcare, Inc. Team is excited to see you at the meeting. Be sure to bring your questions and comments to the forum.

Disclaimer: The meeting is to educate the community about Healing Healthcare, Inc.'s proposed Florence location. The meeting is not intended to present legal fact, to provide legal advice, or legal information about the proposed project. None of the presenters at the meeting are attorneys and are presenting their personal beliefs of the project. There shall be no guarantees or warranties about

claims made and participants are encouraged to seek out the services of an attorney if legal issues regarding their decision to support or oppose the project arise. Healing Healthcare, Inc. is not soliciting or selling products or services. This is an education forum.

---

Pursuant to A.R.S. 39-121, this e-mail and any attachments may be considered a public record subject to public inspection. Please be advised that the public, including news media, may request access to e-mail sent and received pursuant to the Arizona Public Records law and the Freedom of Information Act.

**CONFIDENTIAL AND PRIVILEGED**

This transmission (including attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521. The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

E mail scanned by McAfee Anti-Virus  
- Website: <http://www.florenceaz.gov>

Disclaimer # 6955-149



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER

When recorded return to:

DUANE NAGATA  
3913 E WINDSONG DR  
PHOENIX AZ 85048

DATE/TIME: 05/17/2013 1449  
FEE: \$11.00  
PAGES: 7  
FEE NUMBER: 2013-041327



---

(The above space reserved for recording information)

DEED OF TRUST & ASSIGNMENT OF RENTS

---

DOCUMENT TITLE

This document corrects the Deed of Trust recorded in Fee #2013-040477.

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

When recorded mail to:

**Duane Nagata**  
3913 E. Windsong Dr  
Phoenix , AZ 85048

## DEED OF TRUST AND ASSIGNMENT OF RENTS

Date: 5/17/13

**TRUSTOR(s):** OM Shiv Radiology Inc  
whose mailing address is 2653 W. Guadalupe Rd  
Mesa , AZ 85202

**TRUSTEE:** Grand Canyon Title Agency, an Arizona Corporation

whose mailing address is 2720 E. Camelback Rd., Ste. 100, Phoenix, AZ 85026

**BENEFICIARY:** Duane Nagata  
whose mailing address is: 3913 E. Windsong Dr  
Phoenix , AZ 85048

Property situated in the County of Pinal , State of Arizona, and described as follows:

**LEGAL DESCRIPTION:** See attached Exhibit A

**Street Address:** 801 N.Highway 79 ,Florence , AZ 85132  
**APN#:** 200-46-005V & 200-46-005W

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon.

THIS DEED OF TRUST, made on the above date by, between and among the TRUSTOR, TRUSTEE and BENEFICIARY above named.

WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property (the Trust Property), together with leases, rents, issues, profits, or income therefrom (all of which are hereinafter called "property income"): SUBJECT, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income:

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

FOR THE PURPOSE OF SECURING:

- A. Payment of the indebtedness in the principal sum of **\$100,000.00** evidenced by a Promissory Note or Notes of even date herewith, and any extension or renewal thereof, executed by Trustor in favor of Beneficiary or order.

- B. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by a Deed of Trust.
- C. Performance of each agreement of Trustor herein contained.
- D. In addition, pursuant to A.R.S. § 33-806(A) and other applicable statute, this Deed of Trust and the security granted hereunder shall further apply, without limitation, to any and all claims and/or interests in or to the Property (whether legal equitable) acquired by Trustor subsequent to the execution of this Deed of Trust; and such interests shall inure to the Trustee and Beneficiary as security hereunder as if the claims or interests had been acquired before execution of this Deed of Trust.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violations of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

4. To pay, before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

**IT IS MUTUALLY AGREED:**

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."


10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the



 <i>First American Title</i>	Title Insurance Commitment
	BY First American Title Insurance Company
<b>Exhibit A</b>	

**LEGAL DESCRIPTION**

File No.: 70001376-070-KLS

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

Parcel No. 1:

That portion of the Southwest quarter of the Northeast quarter of Section 36, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the center of said Section 36;

Thence North 00 degrees 09 minutes 46 seconds East along the North-South mid-section line of said Section 36, a distance of 325.00 feet;

Thence South 89 degrees 53 minutes 53 seconds East, along the North line of the South 325.00 feet of the West 470.00 feet of the Northeast quarter of said Section 36, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 53 seconds East, a distance of 252.17 feet;

Thence South 00 degrees 09 minutes 48 seconds West, a distance of 114.00 feet;

Thence North 89 degrees 53 minutes 53 seconds West, a distance of 252.17 feet;

Thence North 00 degrees 09 minutes 48 seconds East, a distance of 114.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT 50% of all minerals, ores, and metals of every kind and all coal, asphaltum, oil, gases, fertilizers, fossils and other like substances lying under the above described property, as reserved in Deed recorded as Docket 798, Page 254, records of Pinal County, Arizona.

Parcel No. 2:

That portion of the Southwest quarter of the Northeast quarter of Section 36, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the center of said Section 36;

Thence North 00 degrees 09 minutes 48 seconds East along the North-South mid-section line of said Section 36, a distance of 325.00 feet;

Thence South 89 degrees 53 minutes 53 seconds East, along the North line of the South 325.00 feet of the West 470.00 feet of the Northeast quarter of said Section 36, a distance of 292.17 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 53 minutes 53 seconds East, a distance of 177.83 feet to the Northeast corner of the South 325.00 feet of the West 470.00 feet of the Northeast quarter of said Section 36;

Thence South 00 degrees 09 minute 48 seconds West along the East line of the South 325.00 feet of the West 470.00 feet of the Northeast quarter of said Section 36, a distance of 114.00 feet;



*First American Title*

Title Insurance Commitment

BY

First American Title Insurance Company

**Exhibit A** (Continued)

File No.: 70001376-070-KLS

Thence North 89 degrees 53 minutes 53 seconds West, a distance of 177.83 feet;

Thence North 00 degrees 09 minutes 48 seconds East, a distance of 114.00 feet to the TRUE POINT OF BEGINNING;

EXCEPT 50% of all minerals, ores, and metals of every kind and all coal, asphaltum, oil, gases, fertilizers, fossils and other like substances lying under the above described property, as reserved in Deed recorded as Docket 798, Page 254, records of Pinal County, Arizona.

Parcel No. 3:

An easement for ingress and egress over that portion of the South 325.00 feet of the West 470.00 feet of the Northeast quarter of Section 36, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the center of said Section 36;

Thence North 00 degrees 09 minutes 48 seconds East along the North-South mid-section line of said Section 36, a distance of 226.60 feet;

Thence South 89 degrees 53 minutes 53 seconds East, a distance of 40.00 feet to the POINT OF BEGINNING;

Thence South 89 degrees 53 minutes 53 seconds East, a distance of 282.55 feet;

Thence South 00 degrees 09 minutes 48 seconds West, a distance of 186.60 feet;

Thence North 89 degrees 53 minutes 53 seconds West, a distance of 24.00 feet;

Thence North 00 degrees 09 minutes 48 seconds East, a distance of 162.60 feet;

Thence North 89 degrees 53 minutes 53 seconds West, a distance of 238.55 feet;

Thence North 00 degrees 09 minutes 48 seconds East, a distance of 24.00 feet to the POINT OF BEGINNING;

EXCEPT any portion thereof lying within said Parcel No. 1 and Parcel No. 2, above.

person or persons legally entitled thereto, or as provided in A.R.S. 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available him hereunder and at law or in equity. All rights and remedies shall be cumulative.

12. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

13. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assignees. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

15. Upon sale or transfer of all or any part of the property securing this note to any party other than the original borrower, any and all amounts due under this note shall be due and immediately payable.

16. This Trust Deed secures a Promissory Note that contains provisions for, Default Interest, a Balloon Payment and Guaranteed Interest.

17. The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

**Agreed and Accepted:**

Trustor(s):

Om Shiv Radiology Inc

By:

*Rakesh K. Pahwa*

Rakesh K. Pahwa

By: «Trustor»

5/17/13

Date

5/17/13

Date

State of Arizona }

} ss.

County of «Pinal\_County»}

The foregoing instrument was acknowledged before me this on this 17 day of «May 2013,

by Rakesk K Pahwa

By

NOTARY PUBLIC

*Donna Lee Diaz*



OFFICIAL SEAL  
DONNA LEE DIAZ  
Notary Public - State of Arizona  
PINAL COUNTY  
My Comm. Expires Aug. 10, 2013

My commission expires:

Aug 10, 2013

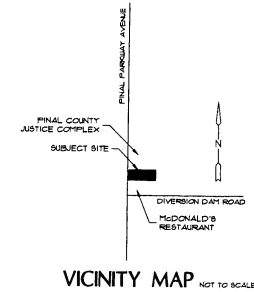
a tenant improvement for...

# Healing Healthcare 3, Inc.

801 NORTH PINAL PARKWAY AVENUE  
UNIT 1

Florence, Arizona  
85132

- A-1 COVER SHEET AND SHEET INDEX
- A-2 ARCHITECTURAL SITE PLAN
- A-3 SUITE FLOOR PLAN
- A-4 EXTERIOR ELEVATIONS
- A-5 LANDSCAPE PLAN



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE AND IS NOT TO BE RELEASED TO THE PUBLIC WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECTURAL DESIGNER. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECTURAL DESIGNER. THE ARCHITECTURAL DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION CONTAINED HEREIN THAT IS NOT PROVIDED BY THE CLIENT.



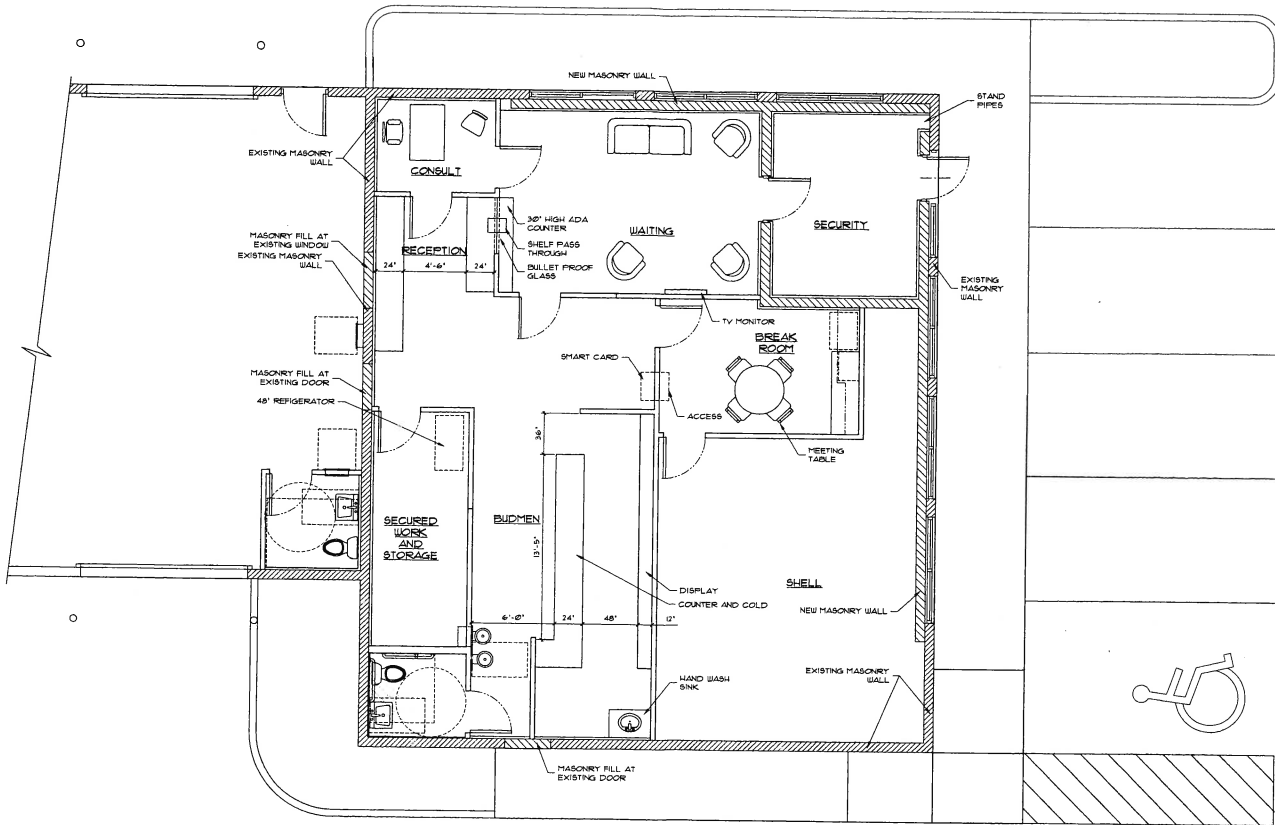
*Robert M. Smith*  
ARCHITECTURAL DESIGN  
p.o. box 14623  
florence, az 85117-1463  
e mail: rsmithing@jainandson.com  
office: 483.576.0456  
cell: 483.114.6488

a tenant improvement for...  
HEALING HEALTHCARE 3, INC.  
801 NORTH PINAL PARKWAY AVENUE  
UNIT 1  
FLORENCE, ARIZONA 85132

REVISION 1:	
REVISION 2:	
REVISION 3:	
FILE:	89-01 cover
SCALE:	NA
JOB NAME:	HEALING HEALTHCARE 3, INC.
JOB NO.:	8901
DESIGNED:	RM
DRAWN:	BM
CHECKED:	RM
DATE:	23may2013
DRAWING:	COVER SHEET AND SHEET INDEX

OF 5 SHEET





FLOOR PLAN

SCALE: 1/4" = 1'-0"



ALL SCALE DIMENSIONS SHOWN ON THIS DRAWING ARE TO BE TAKEN FROM THE FINISHED WORK UNLESS OTHERWISE SPECIFIED. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

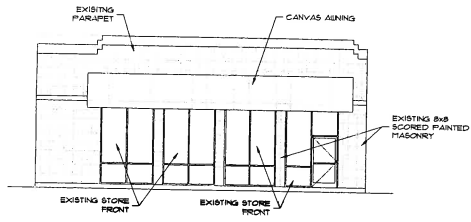


**Structural Solutions**  
 ARCHITECTURAL DESIGNER  
 P.O. Box 1403  
 Phoenix, AZ 85001-4003  
 Phone: 602.510.8844  
 Fax: 602.510.8844  
 Email: info@structuralsolutions-az.com

a Leasart improvement for...  
**HEALING HEALTHCARE 3, INC.**  
 801 NORTH FINAL PARKWAY AVENUE  
 UNIT 1  
 FLORENCE, ARIZONA 85132

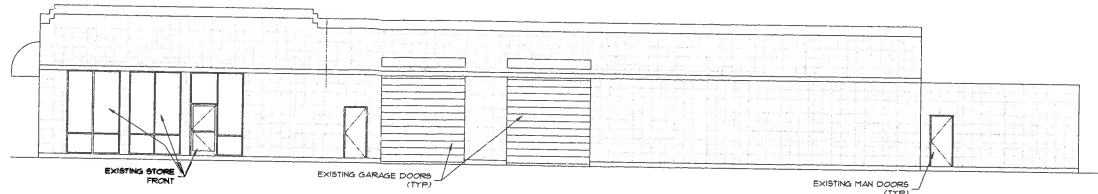
REVISION 1:	
REVISION 2:	
REVISION 3:	
FILE:	88-05-11.rvt
SCALE:	1/4"=1'-0"
JOB NAME:	HEALING HEALTHCARE 3, INC.
JOB NO.:	89011
DESIGNED:	RM
DRAWN:	BM
CHECKED:	RM
DATE:	23may2013
DRAWING:	FLOOR PLAN
	1/4" SCALE

of 1 SHEET 13



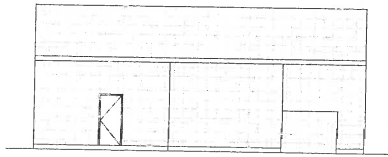
WEST ELEVATION

SCALE: 1/8" = 1'-0"



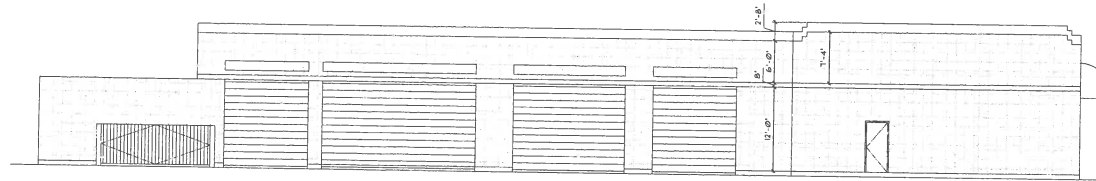
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

PRELIMINARY

ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

REGISTERED ARCHITECT  
 STATE OF ARIZONA  
 No. 1255  
 R. J. M. HARRIS

© COPYRIGHT 2013

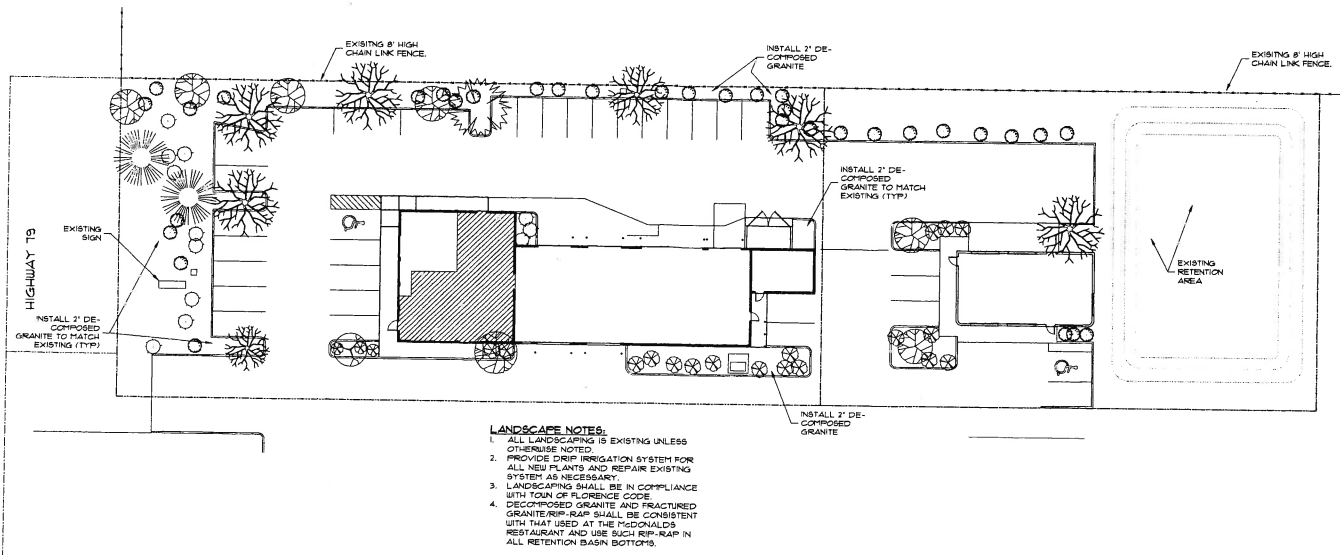
*Unlimited*  
 ARCHITECTURAL DESIGN

1431 N. 163<sup>RD</sup>  
 GLENDALE, AZ 85307-4623  
 OFFICE 480.355.9436  
 MOBILE 480.355.9494  
 ARCHITECT@UNLIMITEDDESIGN.COM

tenant improvement for  
 HEALING HEALTHCARE 3, INC.  
 801 NORTH FINAL PARKWAY AVENUE  
 UNIT 1  
 FLORENCE, ARIZONA 85132

REVISION 1: -
REVISION 2: -
REVISION 3: -
FILE: 09-04-010v
SCALE: 1/8"=1'-0"
JOB NAME: HEALING HEALTHCARE 3, INC.
JOB NO.: 88011
DESIGNED: RM
DRAWN: BM
CHECKED: RM
DATE: 23may2013
DRAWING: EXTERIOR ELEVATIONS

OF 1 SHEET Δ = 4



- LANDSCAPE NOTES:**
1. ALL LANDSCAPING IS EXISTING UNLESS OTHERWISE NOTED
  2. PROVIDE DRIP IRRIGATION SYSTEM FOR ALL NEW PLANTS AND REPAIR EXISTING SYSTEM AS NECESSARY.
  3. LANDSCAPING SHALL BE IN COMPLIANCE WITH TOWN OF FLORENCE CODES
  4. DECOMPOSED GRANITE AND FRACTURED GRANITE RIP-RAP SHALL BE CONSISTENT WITH THAT USED AT THE MCDONALD'S RESTAURANT AND USE SUCH RIP-RAP IN ALL RETENTION BASIN BOTTOMS.

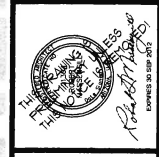
**LANDSCAPE PLAN**

SCALE: 1" = 20'

- LEGEND:**
- EXISTING MESQUITE (QUANTITY: 1)
  - NEW MESQUITE (QUANTITY: 2)
  - EXISTING PALO VERDE (QUANTITY: 6)
  - EXISTING SHOESTRING ACACIA (QUANTITY: 1)
  - EXISTING ELM (SPECIES UNKNOWN) (QUANTITY: 1)
  - EXISTING VERBENA GOODINGII (QUANTITY: 38)
  - NEW VERBENA GOODINGII (QUANTITY: 8)
  - EXISTING ARIZONA ROSEWOOD (QUANTITY: 2)



ALL LOCAL PERMITS, APPROVALS AND REGULATIONS INDICATED OR REFERRED TO BY THIS DRAWING OR ANY PART THEREOF ARE THE RESPONSIBILITY OF THE CLIENT. THE ARCHITECTURAL FIRM ASSUMES NO LIABILITY FOR OBTAINING SUCH PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECTURAL FIRM SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECTURAL FIRM SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECTURAL FIRM SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.



**Structural Design**  
 ARCHITECTURAL DESIGN  
 P.O. Box 1403  
 Florence, AZ 85132-1403  
 phone: 480.316.8446  
 cell: 480.310.8884  
 email: architect@structuraldesign.com

a Landart Improvement for...  
**HEALING HEALTHCARE 3, INC.**  
**801 NORTH PINAL PARKWAY AVENUE**  
**UNIT 1**  
**FLORENCE, ARIZONA 85132**

REVISION 1:	
REVISION 2:	
REVISION 3:	
FILE:	89-05-landscape
SCALE:	1"=20'
JOB NAME:	HEALING HEALTHCARE 3, INC.
JOB NO.:	89011
DESIGNED:	-
DRAWN:	BM
CHECKED:	BM
DATE:	23may2013
DRAWING:	LANDSCAPE PLAN



## **NOTICE OF PUBLIC HEARING PLANNING AND ZONING COMMISSION**

Notice is hereby given that the Planning and Zoning Commission of the Town of Florence, Arizona will hold a Public Hearing on Thursday, June 20, 2013 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following application:

**PZC-24-13-CUP. Public Hearing.** A Conditional Use Permit request by Rakesh Pahwa/Healing Healthcare 3 Inc. on behalf of OM Shiv Radiology to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 801 North Pinal Parkway, Florence, Arizona, AKA, APN 200-46-005V. A detailed description of the proposed Conditional Use Permit request is available for viewing at the Town of Florence Community Development Department.

Additional information on the above case can be obtained Monday thru Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 600 N. Main Street, Florence, Arizona 85132 or please call (520) 868-7542.

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.

No. of publications: One; date of publication: May 30, 2013.

## NOTICE OF PUBLIC HEARING FLORENCE TOWN COUNCIL

Notice is hereby given that the Town Council of Florence, Arizona will hold a Public Hearing on Monday, July 15, 2013 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following application:

**PZC-24-13-CUP. Public Hearing.** A Conditional Use Permit request by Rakesh Pahwa/Healing Healthcare 3 Inc. on behalf of OM Shiv Radiology to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 801 North Pinal Parkway, Florence, Arizona, AKA, APN 200-46-005V. A detailed description of the proposed Conditional Use Permit request is available for viewing at the Town of Florence Community Development Department.

Additional information on the above case can be obtained Monday thru Friday from 8 AM to 5 PM at the Town of Florence Community Development Department located at 600 N. Main Street, Florence, Arizona 85132 or please call (520) 868-7542.

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.

No. of publications: One; date of publication: June 27, 2013.

# 300' Property Owner List

## Case PZC-24-13-CUP

Subject site  
APN 200-46-005V

1. **200-46-005R**  
Pinal County Municipal Property Corp.  
PO Box 827  
Florence, Arizona 85132
  
2. **200-46-005U**  
Rox Diversified I LLC  
PO Box 11190  
Casa Grande, Arizona 85130
  
3. **200-46-005T**  
McDonalds Corp.  
PO Box 10550  
Casa Grande, Arizona 85130
  
4. **Robert Souza**  
McDonald's Corp.  
2050 North Pinal Avenue Suite #2  
Casa Grande, Arizona 85130-0079  
**200-46-005T**
  
5. **200-46-007**  
Yole LLC  
4343 East Camelback Rd #400  
Phoenix, Arizona 85018
  
6. **200-46-006**  
Yole LLC  
4343 East Camelback Rd #400  
Phoenix, Arizona 85018

**7. 200-47-001B**

Peterson Darrell  
3713 N South Dakota AVE  
Florence Arizona, 85132

**8. 200-47-001D**

Mary Helen and Huey E. Ward  
PO Box 337  
Florence Arizona, 85132

**9. 200-47-001E**

Arizona State Department of Transportation  
201 North Stone  
Tucson Arizona 85701

**10.200-77-001**

Florence LLC  
8112 East Aster Drive  
Scottsdale, Arizona 85260

**11.200-46-013F**

FLORENCE WEST PRISON LLC  
335 North Wilmont Rd, Suite 420  
Tucson, Arizona 85711

**12.200-46-005J**

Behavioral Systems Southwest Inc.  
118 Avenida Victoria  
San Clemente, CA 92672

**13.200-46-005M**

Pinal County  
PO Box 827  
Florence, Arizona 85132

**14. Pinal County**



Planning and Development  
31 North Pinal Street  
Building F  
Florence, AZ 85132

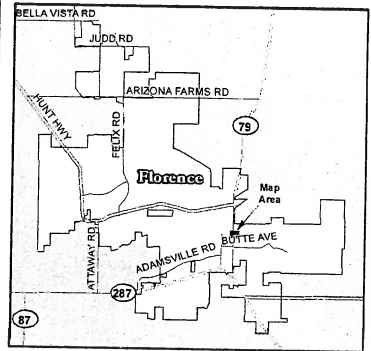
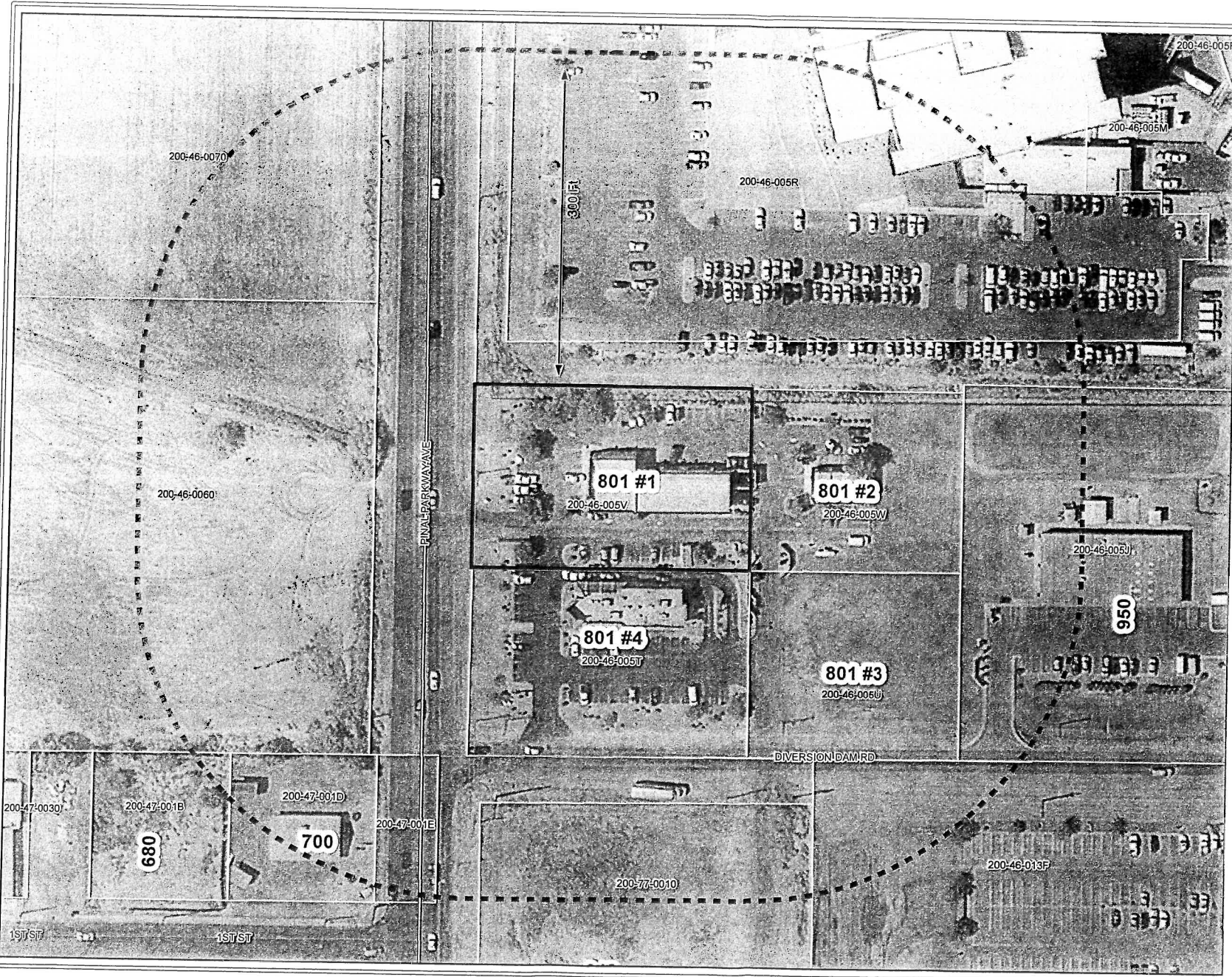
**15. 200-46-005R**

Pinal County Municipal Property Corporation  
PO Box 827  
Florence, Arizona 85132

# 801 N Pinal Parkway Ave

## 300 Ft. Buffer, Zoning, and Property Owners

-  APN 200-46-005V
-  300 Ft Buffer



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

**THE HEALING HEALTHCARE 3 INC**

**ROCKY PAHWA**

**801 No. Pinal Highway**

**Highway 79**

**Florence, AZ**

## TABLE OF CONTENTS

- 1.0 POLITICAL BACKGROUND
- 2.0 EXECUTIVE SUMMARY
- 3.0 MEDICAL/SCIENTIFIC BACKGROUND JUSTIFYING PROPOSITION 203
  - 3.1 BENEFITS/RISKS OF MARIJUANA
- 4.0 MISSION STATEMENT
  - 4.1 FISCAL OBJECTIVES
- 5.0 DISPENSARY CAMPUS
  - 5.1 MEDICAL MARIJUANA DISPENSING SYSTEM
  - 5.2 CULTIVATION CAMPUS
  - 5.3 SECURITY
- 6.0 OPERATIONAL PLAN FOR PRODUCT CULTIVATION
  - 6.1 QUALITY OF PRODUCT
  - 6.2 RECORD KEEPING
- 7.0 MEDICAL DIRECTOR
  - 7.1 BOARD OF DIRECTORS
- 8.0 OPERATIONAL COSTS/OVERHEAD
  - 8.1 BREAKEVEN POINT
- 9.0 STRATEGY AND IMPLEMENTATION
  - 9.1 SWOT ANALYSIS
  - 9.2 STRENGTHS



- 9.3 WEAKNESSES
- 9.4 OPPORTUNITIES
- 9.5 BUSINESS THREATS
- 9.6 COMPETITIVE ADVANTAGES
- 9.7 MARKETING STRATEGIES
- 9.8 SALES STRATEGIES
- 10.0 MILESTONES
- 11.0 LONG TERM PLAN
- 12.0 DISTRIBUTION OF REVENUE TO COMPLY WITH NON-PROFIT STATUS
- 13.0 MEDICAL DIRECTOR RESPONSIBILITIES
- 13.1 PATIENT EDUCATION (SECTION 13.2 THROUGH 13.9)
- 13.2 MEDICAL/SCIENTIFIC BACKGROUND FOR MEDICINAL MARIJUANA
- 13.3 ADVERSE PSYCHO/SOCIAL EFFECTS
- 13.4 ADVERSE PHYSIOLOGICAL EFFECTS
- 13.5 DOES MARIJUANA HAVE ANY MEDICINAL BENEFITS?
- 13.6 WHAT ARE THE METHODS ON HOW TO USE MARIJUANA?
- 13.7 DO DIFFERENT STRAINS OF MARIJUANA HAVE DIFFERENT EFFECTS?
- 13.8 WHERE CAN I USE MY MEDICAL MARIJUANA?
- 13.9 ALTERNATIVE OPTIONS FOR DEBILITATING MEDICAL CONDITIONS
- 14.0 EMPLOYEE EDUCATION (SECTION 14.1 THROUGH 14.6)
- 14.1 MEDICAL DIRECTOR VISITATION TO DISPENSARY SITE
- 14.2 SIGNS AND SYMPTOMS OF PATIENT IMPAIRMENT

- 14.3 RECOGNIZING MARIJUANA INDUCED PSYCHOTIC BEHAVIOR
- 14.4 HOW TO IDENTIFY A PATIENT ABUSING MARIJUANA
- 14.5 SUBSTANCE ABUSE GRAPH AND TABLE
- 14.6 RECOGNIZING ADVERSE PHYSIOLOGICAL EFFECTS OF MARIJUANA.:
- 15.0 PATIENT AND CARE-GIVER AT-HOME RESPONSIBILITIES  
(SECTION 15.1 through 15.3)
- 15.1 PATIENT AND CAR-GIVER SYMPTOM ASSESSMENT
- 15.2 GUIDELINE FOR REPORTING MEDICAL MARIJUANA USE AND ITS AFFECT  
ON PATIENT SYMPTOMS.
- 15.3 CARE-GIVER AND PATIENT GUIDELINES TO SUSPEND THE USE OF USE OF  
MEDICAL MARIJUANA

**APPENDIX:**

- 1. PATIENT ASSESSMENT FORM DENOTING PERCEIVED EFFECT OF  
MARIJUANA ON UNDERLYING DISEASE PROCESS
- 2. PATIENT ASSESSMENT FORM DENOTING PAIN CONTROL
- 3. PATIENT ASSESSMENT FORM DENOTING ACTIVITIES OF DAILY  
LIVING (ENGLISH VERSION)
- 4. PATIENT ASSESSMENT FORM DENOTING ACTIVITIES OF DAILY  
LIVING (SPANISH VERSION)
- 5. DUTIES OF MEDICAL DIRECTOR FOR A MEDICAL MARIJUANA  
DISPENSARY

## **1.0 POLITICAL BACKGROUND:**

In November of 2010, Arizona Proposition 203 was passed by the voters of Arizona to allow the use of cannabis products for medicinal purposes. In an earnest attempt to prevent the use of cannabis products and byproducts for recreational purposes, it is the sole intent of Proposition 203 to allow the use of medical marijuana for the following conditions:

- 1) Cancer
- 2) Glaucoma
- 3) Human Immunodeficiency Virus infections
- 4) Acquired Immunodeficiency Syndrome (AIDS)
- 5) Hepatitis C
- 6) Amyotrophic Lateral Sclerosis
- 7) Crohn's Disease
- 8) Agitation of Alzheimer's disease
- 9) A chronic or debilitating disease or medical condition or treatment for a chronic or debilitating disease or medical condition that causes cachexia, or wasting syndrome.
- 10) Chronic/debilitating disease or medical condition or the treatment for a chronic/debilitating disease or medical condition that causes severe and chronic pain.
- 11) A chronic or debilitating disease or medical condition or the treatment for a chronic or debilitating disease or condition that causes severe nausea.
- 12) A chronic or debilitating disease or medical condition or the treatment for a chronic or debilitating disease or medical condition that causes seizures, including those characteristic of epilepsy.
- 13) A chronic or debilitating disease or medical condition or the treatment for a chronic or debilitating disease for a medical condition that causes severe persistent muscle spasms including those characteristic of multiple sclerosis.
- 14) A debilitating medical condition or treatment approved by the Department of Health under A.R.S. 36-2801-01 and R9-17-106.

## **2.0 EXECUTIVE SUMMARY:**

The Healing Healthcare 3 inc will be established to provide high quality cannabis products for patients in the Florence, Arizona, and surrounding Pinal County area who have received a physician's medical recommendation to utilize medical marijuana for management of the medical afflictions outlined by Proposition 203 as noted in Section 1.0 of this printed business plan.

The Medical Director of The Healing Healthcare 3 inc, Don W. Hill, M.D., F.A.C.P., is a medical oncologist/hematologist that has lived and practiced in the State of Arizona since 1987. Dr. Hill has been in practice in Casa Grande since 1998. He is a renowned and well-respected physician in the community. Dr. Hill is uniquely qualified to be the Medical Directory for this dispensary if licensed by the State of Arizona.

Dr. Hill was the principle investigator for an experimental trans-buccal marijuana delivery system. The drug is known as Sativex. Dr. Hill was issued a rare Schedule I DEA license from 2007

through December 31, 2010 to utilize this experimental product in a well regulated clinical trial for pain management in cancer patients in Casa Grande and the surrounding area. Dr. Hill had distributed this medical marijuana product at the Tri-Valley Cancer Research and Treatment Center in Casa Grande, Arizona. The drug Sativex is now approved in the European Union, however, the sponsor elected not to pursue a license for this product in the United States.

Medical marijuana has not been available to the cancer patient population of Pinal county. There is no longer an active clinical trial program for medical cannabis. With the closure of the Sativex trial, the Schedule I DEA marijuana license utilized by Dr. Hill did expire on 12/31/2010.

Because marijuana is no longer available by clinical trial, Dr. Hill has been inundated for requests by his cancer patients to open a medical marijuana dispensary. It is estimated that approximately 25-30% of patients that are undergoing active cancer treatment through the Tri-Valley Cancer Research and Treatment Center are currently using marijuana in a clandestine fashion in an attempt to alleviate cancer related symptoms or cancer treatment related complications. The operation of a legitimate medical marijuana dispensary will allow patients who are already utilizing marijuana for medicinal purposes to continue to do so in a legal and supervised manner.

Dr. Hill has successfully started no less than three different cancer clinics during his tenure in Arizona. He has had extensive experience in a solo practice running his business, Don W. Hill, M.D., P.C., as a for-profit corporation since 1998. Dr. Hill has also started a non-profit corporation known as the Tri-Valley Cancer Research and Treatment Center. It was necessary for Dr. Hill to form this non-profit clinical entity because the local hospital, Casa Grande Regional Medical Center, does not provide for outpatient cancer treatment. Because there is virtually no place for uninsured and indigent patients to get cancer treatment between the city of Tucson and Phoenix, Dr. Hill has taken on the moral and ethical responsibility of providing care for these individuals irrespective of their ability to pay. With the foundation of the Tri-Valley Cancer Research and Treatment Center as a non-profit entity, Dr. Hill is able to acquire chemotherapy at a discounted rate so he can continue to provide care for this central Arizona patient population.

Healing Healthcare 3 inc has been created as a non-profit entity and will work with the Tri-Valley Cancer Research and Treatment Center treats cancer patients irrespective of their ability to pay. Similarly, the Healing Healthcare 3 inc will provide care to any patient with a medical marijuana recommendation regardless of their ability to pay. It is anticipated that Healing Healthcare 3 inc will dispense marijuana to any qualified patients who is at the poverty level of income at a discounted price.

The Healing Healthcare 3 inc will succeed by offering it's patients a safe and secure health care environment with close personal attention.

### **3.0 MEDICAL/SCIENTIFIC OVERVIEW JUSTIFYING PROPOSITION 203:**

Cannabis (marijuana) has apparently been used by humans for medicinal purposes for probably thousands of years. The psycho-active components in marijuana are known as cannabinoids, first

isolated as distinct compounds in the 1940's.

Cannabinoids are a class of chemical compounds that include phyto-cannabinoids which are found in the cannabis plant. The chemical compounds which mimic the phyto-cannabinoids that are known as endo-cannabinoids that are natural compounds found in the nervous system of vertebrate life forms. Just as there are opioid receptors in the brain that recognize morphine and its byproducts that modulate pain reception, there are cannabinoid receptors that have been recognized in the human body. Before 1988, it was speculated that cannabinoids produced their physiological and psychological effects via non-specific interactions with cellular membranes of tissue located in the nervous system. With the discovery of cannabinoid receptors in the late 1980's and early 1990's, it became clear that there were specific binding sites for both phyto-cannabinoid and endo-cannabinoid products in nervous system tissues. These receptors have been found in all vertebrate life forms including reptiles, fish, birds, amphibians and mammals. There are now two recognized cannabinoid receptors in human beings and they are as follows:

1) Cannabinoid Receptor #1 (CB1) is found in the brain, specifically in the basal ganglia, limbic system and also in the hippocampus. These receptors have also been found in other areas of the brain in lesser concentrations including the cerebellum and the medulla oblongata. It appears that when endo-cannabinoids or phyto-cannabinoids that are found in marijuana bind to these receptor sites in the brain, analgesic and anti-emetic effects are mediated.

2) Cannabinoid Receptor #2 (CB2) are found in the peripheral nervous system and in the microglia of the human cerebellum and also in the immune system, especially the spleen. It appears that CB2 receptors are responsible for anti-inflammatory mediation. These second receptors were discovered in 1993 and they are not thought to be generally expressed in the human body unless there is some form of insult or neuro-inflammatory condition that is chronic in nature. The binding of cannabinoids to the CB2 receptor site likely results in the clinical benefit of decreasing pain reception in chronic inflammatory conditions. The scientific literature suggests that medical benefits from utilization of marijuana is because of the inherent ability of the phyto-cannabinoids found in marijuana to bind to the multiple receptors that are already present in the human body as outlined. The phyto-cannabinoids that bind to the cannabinoid receptors in the human body are concentrated in a viscous resin that is produced in the glandular structures in the bud of the plant which are known as trichomes. In addition to cannabinoids, this resin is rich in terpenes and are responsible for the foul odor that is generally associated with the cannabis plant. Phyto-cannabinoids are nearly insoluble in water but are found to be soluble in lipids, alcohol, and other non-polar organic solvents.

At least 85 phyto-cannabinoids have been isolated from the cannabis plant. Tetrahydrocannabinol (THC), cannabidiol (CBD), cannabinol (CBN), cannabigerol (CBG), cannabichromene (CBC), and tetrahydrocannabivarin (THV) are some of the more prevalent phyto-cannabinoids found in marijuana. Of these, tetrahydrocannabinol (THC), first chemically isolated in 1964, is the most psycho-active of the compounds. THC has a high affinity to bind to the CB1 receptor and is responsible for the analgesic and antiemetic effects of marijuana. Cannabidiol (CBD) is a less psycho-active compound found in marijuana, but has a higher affinity for binding to the CB2 receptor. This compound appears to mediate seizure activities and it appears to have anti-inflammatory and anxiolytic effects. Cannabinol (CBN) is also a milder psycho-active phyto-cannabinol compared to THC and also has a higher affinity for the CB2 receptor than the

CB1 receptor. Tetrahydrocannabivarin (THV) is a curious substance that has an antagonistic effect of the CB1 receptor and this results in attenuating the physiological effects of THC.

It is the responsibility of Dr. Don W. Hill, the Medical Director of The Healing Healthcare 3 inc, to provide patient literature concerning the risks and benefits of medical marijuana including signs and symptoms of abuse and the inherent risks of inappropriate recreational use of marijuana. Dr. Hill will provide pamphlets for patients to review and to take home and use as a reference if they are going to utilize medical marijuana. These printed brochures will be available at the dispensary site at a specific consultation desk that patients must come to and discuss their purchase order with a health care expert.

The main sub-species of marijuana include Sativa and Indica strains that have varying degrees of different concentrations of the various psycho-active phyto-cannabinoids as outlined above. It is incumbent that the medical director of any medical marijuana dispensary be well versed in the nuances of the differences inherent in various strains and the different effects they may have on human subjects.

### **3.1 BENEFITS/RISKS OF MARIJUANA:**

Although there are medical benefits to the utilization of cannabinoid products in various disease states, there are definite risks that need to be considered. Any person or organization that has been granted a medical marijuana distributorship needs to be fully aware of the risks involved with the use of medical marijuana and to be able to coherently inform the patient population that utilizes marijuana of these risks. The following risks should be well noted:

1) Social/psychological risks. As indicated by the American Association of Family Physicians, (<http://hcp.lv/cJ6Xwm>) marijuana clearly has the potential for abuse. The use of this product in an inappropriate fashion will cause a deterioration in school or work performance and can result in social alienation, lassitude and withdrawal. Marijuana may very well be a gateway drug to the abuse of more dangerous products including hallucinogens and opioid products and for this reason, recreational employment of cannabis can not be endorsed.

2) Organ-system physiological risks. The most common drug delivery system for marijuana is through inhaling the smoke of the dried product when it is burned. This however, is not a particularly safe drug delivery technique. The smoked form of marijuana does not generally utilize a paper/cotton filtration system as is more commonly employed in commercially available tobacco cigarettes. There may be a large amount of potentially harmful "tars" that can be inhaled through the marijuana smoke. There have been many carcinogens isolated in marijuana smoke, and utilizing marijuana through burning and inhaling the smoke will likely increase the risk for bronchogenic and aero-digestive malignancies, including specifically lung cancer and head and neck tumors. Another complicating matter is the potential risk for cardiopulmonary disease. When somebody smokes marijuana, generally the user will inhale deeply and hold onto the smoke in their lungs as long as possible. It has been proven that this technique drives smoke deep into the alveoli of the peripheral lung tissue and theoretically this can increase a patient's risk for emphysema, chronic bronchitis, reactive airway disease, asthma, coronary artery disease, pulmonary hypertension and chronic obstructive pulmonary disease. In light of the inherent potential risks of

smoking marijuana, The Healing Healthcare 3 inc will attempt to discourage patients from utilizing smoke inhalation as a drug delivery system. It will be the policy of The Healing Healthcare 3 inc to strongly recommend utilizing medical marijuana in an eatable form or through a non-smoke inhalation vaporization system. These alternative ingestion/inhalation methods could theoretically be safer drug delivery systems than the more common practice of inhaling the smoke of the burned product.

The use of medical marijuana can cause a slowing of reflexes and cognitive dysfunction. The same precautions that are utilized for the consumption of alcohol should also be employed with the use of marijuana and its derivatives.

#### **4.0 MISSION STATEMENT:**

The mission of The Healing Healthcare 3 inc is to provide high quality cannabis products for patients who have received a doctor's recommendation to use medical marijuana in the surrounding area. This patient population is inclusive of those afflicted with the medical maladies as outlined in Proposition 203. It will be the policy of The Healing Healthcare 3 inc to provide medical marijuana for patients regardless of a patient's ability to pay.

#### **4.1 FISCAL OBJECTIVES:**

The following are the fiscal objectives of The Healing Healthcare 3 inc, which will be a non-profit entity.

- 1) Generate enough revenue to create many greatly needed jobs within the Florence and Pinal County community.
- 2) To provide substantial financial support to the Tri-Valley Cancer Research and Treatment Center, which is a non-profit corporation created to provide much needed cancer care to indigent and under insured patients in Pinal County.

The practice of cancer medicine for the last several years has been a non-profitable enterprise as federal law has essentially removed any financial incentive for the use of chemotherapy in the management of cancer patients. Federal law only allows a meager 6% profit margin on the retail use of chemotherapy for cancer patients. Unfortunately, this thin margin does not even cover the cost of a chemotherapy nurse to administer the treatment or for a billing service to obtain compensation from insurance companies. Complicating matters is the fact that the only regional hospital, Casa Grande Regional Medical Center, does not allow outpatient chemotherapy administration for cancer patients. Although rural hospitals are allowed by federal law to obtain chemotherapy at a 50% discount compared to a private cancer clinic, the regional hospital has no interest in providing outpatient cancer therapy. It is the policy of Dr. Hill at the Tri-Valley Cancer Research and Treatment Center to never turn down a patient for cancer treatment based on their ability to pay. He has provided \$480,000 worth of charitable work over the last three years. This charity however, has resulted in a financial hardship for the Tri-Valley Cancer Research and Treatment Center. In order for the Tri-Valley Cancer Research and Treatment Center to survive and to continue to be able to provide charitable cancer care for indigent and under insured patients in Casa Grande and the Pinal County area, it will need to substantially increase cash flow this year. The revenue generated by The Healing Healthcare 3 inc will make certain that there will be

adequate cancer care for Pinal County far into the foreseeable future.

3) Expansion of the Arizona tax base. The financial downturn over the last three years has created a huge budget deficit for the State of Arizona. Many states like Arizona are facing the prospects of financial collapse because of the prolonged recession and high rates of unemployment. As a concerned and responsible entity, The Healing Healthcare 3 inc will be a successful enterprise that will contribute to the budgetary needs of the State Government through taxation.

#### **5.0 THE DISPENSARY CAMPUS:**

The Healing Healthcare 3 inc dispensary address will be located at 801 N. Pinal Hwy, Hwy 79, in Florence, Arizona . The building needs approval by the local planning and zoning commissioner for this municipality. The complex is in an area that could be properly zoned for a medical marijuana dispensary.

The facility will have an ADA approved bathroom. Other features of the campus will include a reception desk/cashier area and a private patient conference room to discuss the medical marijuana products that will be available. Once a patient selects a product, it will be purchased from an automated marijuana dispensing machine as outlined in Section 5.1. Other areas of the dispensary will be off limits to patients and this includes the medical director's office, and an electrical closet where security camera recording equipment will be held.

Other features of the dispensary campus include: a prep room where the marijuana product will be held in a secured safe and can be packaged for distribution, supply closets, an employee kitchenette and lounge, and a file room where meticulous records will be kept.

The site selected for the dispensary of medical marijuana is located at a convenient location in the community. The area is convenient to get to from the heart of the downtown commerce area. The facility will have ample parking and will include parking spots designated for those patients who are physically disabled. There will be a wheelchair access ramp and the campus will be a well lit area at night. Per the local zoning ordinance, the site will be a sufficient distance away from any school, park, church, residential area, and rehabilitation facility.

#### **5.1 MEDICAL MARIJUANA DISPENSING SYSTEM:**

If The Healing Healthcare 3 inc is awarded a medical marijuana dispensary license, the clinic will affiliate with Kind Clinics medical marijuana dispensaries of Arizona to acquire a proprietary Medbox Medicine Dispensing System (MDS). The MDS is a patented dispensing system and software program that utilizes a prepaid member contribution card that is debited once a registered patient visits the dispensary machine. Each card is encoded with the patient's unique fingerprint and patient information. The process allows for marijuana outlet to document the patient visiting the machine is a registered patient and that the patient has a valid and unexpired authorization from a physician to possess and use medical marijuana product. Each transaction is tracked internally for the accounting and compliance purposes. The information can also be used to demonstrate compliance to the state authorities regarding inventory control and patient product utilization.



Patient information is all kept securely on site and is HIPPA compliant. The software is completely self-supportive. The benefits of the system include:

- 1) Inventory control for outlet operation.
- 2) Safe and convenient access for patients .
- 3) Decreased overhead for outlet operation allowing for discounted medicine costs for the patients.
- 4) Limitations on the amount dispensed to the patient.
- 5) Fraud prevention, as every transaction is documented.
- 6) Increased security at the transaction to acquire the medical marijuana product is a non-cash system.
- 7) A dispensing outlet will ensure that The Healing Healthcare 3 inc will stay in strict compliance with state regulations by recording every transaction and automatically tabulating inventory.

The medical marijuana dispensing machine will be able to hold multiple strains in four different prepackaged amounts. It is the intention of The Healing Healthcare 3 inc to have on hand several of the most popular strains of Sativa and Indica subspecies of cannabis. The product can be purchased in 1 gram, 3.5 gram, 7 gram, and 28 gram quantities. The price of medical marijuana will be contingent on the THC concentrate of the strains that are available. As previously stated, discounts will be available for indigent patients. The medical marijuana will be packaged and dispensed in hygienic plastic containers in the various amounts described above. The dispensary machine will be loaded by the Director every morning from a secured safe that will be on site and at the end of the working day, any material left in the machine will be removed and stored overnight in a secured safe. The inventory will be checked and recorded at the end of each business day.

In summary, the Kind Clinics Medicine Dispensing System will provide not only an automated marijuana dispensing machine and the software to manage it, but also a point-of-sale inventory system which will ensure that the dispensary is in compliance with all state rules and regulations. The MDS machines will scan patient identification/recommendation cards, access and verify the card against the state maintained centralized data base and will prevent unauthorized product dispensation. The unique features of the MDS machine will ensure that every transaction is secure and protected. The MDS dispensing machine will use state of the art biometrics to confirm that the identity of the patient is confirmed and also ensure that the patient is authorized to obtain medical marijuana. The dispensing machine will monitor and track all sales and prevent any medical marijuana distribution above the 2.5 ounce patient limit per 14 day time period. All transactions, inventory, and records will be accurately monitored by the entire system to ensure that the business is running according to state regulations.

## **5.2 THE CULTIVATION CAMPUS:**

Because of local zoning restrictions established by the City of Florence, the cultivation site for the Healing Healthcare 3 inc will not be located at the dispensary facility. The cultivation site will initially be determined at a later date.

### **5.3 SECURITY:**

Electronic security will be provided by ADT company. There will be strategic cameras placed at the entry of the facility and also around the perimeter. The security cameras will meet or exceed all state regulations. The product will be secured in a secure steel box system locked in the internal area. The campus will be surrounded by a secure chain-link fence topped with concertina wire. As stated, access to the Product /Bud room will be through a single door that will only be available to the owner and authorized dispensary agents. The door to the Product/Bud center will have a code-lock entry.

The dispensary campus will also have security cameras on the outside and inside the building at all strategic locations. The video cameras will have a recording resolution of at least 704 x 480 pixels. The recordings will be electronically stored for a minimum 30 day period and will have a battery back up system in case of a power outage. A video camera will be located at all areas of the building except for the restroom areas. The security system will have the capability to provide authorized remote viewing of live and recorded video with internet connectivity with at least 184kB upstream and have a static IP address to allow for remote connection. A panic button will be located at the registration/cashier desk in the counseling room and also in the prep room. Written policies and procedures will state that access to of areas of the dispensary that contain medical marijuana will only be permitted by the Medical director and authorized dispensary agents. Policy and Procedures will also state that there will be no loitering in the lobby or outside the building. The procedural manual will also outline the appropriate use of the panic button and regulations regarding of electronic monitoring. All individuals that enter any secured zones at the dispensary or the cultivation site must be identified, have their names recorded in a log, and then this information will be archived.

### **6.0 OPERATIONAL PLAN FOR PRODUCT CULTIVATION:**

Indoor cultivation of medical marijuana will allow one product harvest at every three month interval. There will be a total of four crops harvested over a one year period. The dispensary will determine the volume of the product that will need to be cultivated by the number of medical marijuana patients that had utilized the medical marijuana dispensary in the previous quarter. During the first year of operation, it will be difficult to anticipate how much product will be needed. If the dispensary has a patient panel of 100 individuals and these patients consume the maximum allotted product of 5 ounces of medical marijuana per month, then it would be necessary to cultivate a total of 5 lbs. of marijuana per patient per year. This equates a total of 500 lbs of marijuana to be produced per year to accommodate the 100 patients in the dispensary panel. As most horticultural experts estimate that one marijuana plant grown in ideal indoor conditions can produce 1 lb. of product per harvest, then the dispensary will need to have approximately 125 plants cultivated and harvested every three months. If the patient panel expands over time, the number of cultivated plants will need to expand to meet patient demand. After the first year of operation, an audit of product dispensation will permit the dispensary to anticipate future cultivation needs. .

### **6.1 QUALITY OF PRODUCT:**

The quality of medical marijuana is as important as the quantity. The cultivators that will be working for The Healing Healthcare 3 inc will not use any pesticides or potentially harmful substances and the plants will be carefully monitored for any fungus or insect infections. It is planned that half the product will be produced by conventional in-soil growth and the rest of the product will be grown through hydroponic methods. This will give patients an opportunity to have a variety of choices. Eventually, The Healing Healthcare 3 inc will utilize the commercially available Cannalyze chemical analysis system to assay the THC yield of every strain and of every batch of medical marijuana that is harvested. The plan would be to offer three different grades of marijuana based on THC content. It is projected that a good quality product that is in the 15% to 18% THC yield could be sold at approximately \$280.00 per ounce and that a better product with a THC yield of 18-21% would be sold at a premium at \$320.00 per ounce. If it is possible to harvest medical marijuana that has a THC concentration level at greater than 21%, then this product would be offered at \$400.00 per ounce.

To ensure that the product is free of organic contaminants, no pesticides will be employed during the cultivation and harvesting of the product. To ensure that the product is free of any potentially insects or fungi, The Healing Healthcare 3 inc will offer a very unique product treatment. Once the product is packaged it will be subjected to high energy photon therapy through an x-ray machine to ensure that any pests or fungi will be eliminated. This product treatment will be arranged through a contract with AZ-Tech Radiology Services. The treatment will render the product safe and free of any potentially harmful biological entities. The treatment itself will make the product safe to use, but not radioactive. In addition to using high energy photons to eradicate any fungi, mites or other pests that may have contaminated the product, the THC content as well as the content of other cannabinoids will be assayed by the commercial Cannalyze system as previously noted.

### **6.2 RECORD KEEPING:**

It is quite imperative that accurate records are kept of all aspects of operations regarding a medical marijuana distribution and cultivation site. All sales transactions to patients will include patient's name, address, phone number, medical marijuana identification card number and also the quantity and type of product purchased. These transactions will be recorded on paper copy to be kept in an onsite file cabinet and will also be recorded in a computer with off site data backup. In addition to the retail distribution of product, there has to be very accurate records kept of production and cultivation. This includes the number of plants cultivated, what the plant yielded, and inventory kept of the harvested material, and when it was placed in the prep room/storage safe. Again, this information will need to be recorded both as a permanent paper copy on file but also on a computer with MDS proprietary inventory and point of sale software systems.

## **7.0 MEDICAL DIRECTOR:**

The Medical Director for The Healing Healthcare 3 inc will be the following distinguished individual:

1) Donald W. Hill, M.D., F.A.C.P., Chief Executive Officer

Dr. Hill is 53 years old and has been a resident of Arizona since 1987. Dr. Hill is a licensed physician in Arizona in the practice of hematology and medical oncology. He is board certified in internal medicine and also medical oncology. Dr. Hill has written and published 15 scientific articles to his credit and has established no less than three different cancer clinics in Arizona over the last 24 years. The Tri-Valley Cancer Research and Treatment Center has the only active experimental cancer treatment clinical trial program between Tucson and Phoenix. Dr. Hill was selected as one of America's Top Oncologists by the Consumer Research Council in the year 2008. Dr. Hill was the only physician in the State of Arizona with a Schedule I medical marijuana license from 2007 until 2010. Dr. Hill's other long list of honors and awards include being awarded Who's Who Amongst Students of American Universities and Colleges and he was awarded the intern Black Cup Award at the University of New Mexico for being selected intern of the year in 1983. In 1986 he won the Katali Award which was presented for the house staff of the year award at the University of New Mexico. He's been designated as a Fellow of the American College of Physicians (FACP) for being a published scholar in 1990 and he was elected as a Who's Who in Health and Medical Services in 1991. Dr. Hill was also a finalist for Clinical Preceptor of the Year at the University of Arizona College of Medicine in 1998 and is listed in the National Register of Who's Who as a Life Time Member. Dr. Hill has been a national and international speaker and addressed the American Medical Association National Conference in 1997 and was a key note speaker for the Flying Samaritan International Medical Conference in Mexico in the year 2000. For over a decade he was actively involved with the Flying Samaritan Medical Group and provided charitable health care for indigent patients in Mexico. In addition to his busy clinical practice, Dr. Hill has a current teaching appointment as a clinical preceptor with A.T. Still University and the Midwestern School of Medicine. He had a previous teaching appointment when he lived in Tucson as a clinical preceptor for the University of Arizona College of Medicine from 1988 to 2001 and also was a clinical instructor for the Internal Medicine Program at the Tucson General Hospital system from 1997 until the year 2000. Dr. Hill's expertise in the subject of medical marijuana is known throughout the state of Arizona. No less than a dozen potential dispensary applicants have specifically requested that Dr. Hill become the medical director for their facility if they are awarded a medical marijuana dispensary license. In retrospect, if all of these entities are awarded a medical marijuana site, Dr. Hill would have been asked to become the medical director for literally 10% of the operating entities in the state of Arizona. This is certainly a testament to his expertise in this matter.

## **7.1 BOARD OF DIRECTORS:**

President: Rocky Pahwa

Mr. Pahwa is the President of AZ-Tech Radiology and has Eight radiology clinics in Central Arizona and is a member of the Florence community.

Vice President: Dan Narang

Mr. Narang has been the financial business partner of Mr. Pahwa for 35 years and has the financial resources to assure the success of the project.

## **8.0 OPERATIONAL COSTS/OVERHEAD:**

The following is a breakdown of projected overhead expenses to operate The Healing Healthcare 3 inc

- 1) Director's salaries - \$4,000.00/month x 2. (\$96,000.00/annum)
  - 2) Medical Director's salary \$5,000.00 month (\$60,000.00/annum)
  - 3) Employee salary \$30,000/month x 6. (\$360,000/annum)
  - 4) Facility rent \$4,000/month (\$48,000/annum)
  - 5) Utilities \$2,000/month (\$24,000/annum)
  - 6) Employee health and dental insurance \$3,000/month (\$36,000/annum)
  - 7) Legal fees \$1,000/month (\$12,000/annum)
  - 8) Office supplies \$1,000/month (\$12,000/annum)
  - 9) Advertisement expenses \$2,000 (\$24,000/annum)
  - 10) Building and property insurance \$1,000/month (\$12,000/annum)
  - 11) E & O Insurance \$500/month (\$6,000/annum)
- Total projected yearly operational cost = \$690,000.00

## **8.1 BREAK EVEN POINT:**

It's estimated that the retail cost of medical marijuana for average grade product would be approximately \$325.00 per ounce before taxes. It is estimated the break even point would be the sale of 2.75 lbs. per week.

## **9.0 STRATEGY AND IMPLEMENTATION:**

The Healing Healthcare 3 inc will succeed by offering patients a safe and secure environment with close personal attention to symptom management. A high quality expertly grown variety of cannabis products will be available with on site medical marijuana counselors who can help guide patients towards a specific type of product and delivery system to manage their medical afflictions.

## **9.1 SWOT ANALYSIS:**

A strength/weakness opportunity and threat analysis provides an opportunity to examine the internal strengths and weaknesses that The Healing Healthcare 3 inc will face in the immediate and distant future.

## **9.2 STRENGTHS:**

- Excellent experienced staff offering personalized patient service.
- Business expertise /financial strength of Rocky Pahwa and Dan Narang
- Excellent product to be offered free of fungi and contaminants grown with modern hygienic techniques.
- Unique and excellent medical director with three year history of prescribing medical marijuana through a long term experimental clinical trial. Medical director has already developed educational pamphlets underscoring the pros and cons of medical marijuana and risks involved in its use.
- An attractive inviting and yet very secure dispensary site that will allow patients with a medical marijuana recommendation to conduct their transactions in a private and discrete environment with the assistance of highly trained and motivated medical professionals.

## **9.3 WEAKNESSES:**

- Access to future operating capital. If the medical marijuana dispensary does not reach a breakeven point of income within the first twelve months of operation, the future success of the entity may be compromised.
- Potential Federal Government intrusion. Although medical marijuana through Proposition 203 will be legal in the State of Arizona, there still exists long term risks of intrusion by the DEA and other law enforcement agencies depending on the political climate in Washington, D.C. U.S. Attorney General, Eric Holder, states that he is not inclined to prosecute medical marijuana distribution facilities if they are operating under state guidelines. Despite this proclamation, it is widely known that the State of Arizona as a whole has been diametrically opposed to the domestic and foreign policies of the current regime. It is not inconceivable that the Federal Government would use the DEA or Department of Justice as a heavy bludgeon to punish the State of Arizona for political purposes. Needless to say, this could bring medical marijuana dispensaries to a swift and sudden end.
- Proposition 203 could be revoked in some future election.
- The lack of Federal Government protection of the Arizona-Mexico border has resulted in an open traffic illicit drug highway from Mexico into the heartland of The United States. This specifically effects the State of Arizona more than any other area in the United States. It is conceivable that the violent Mexican drug cartels would interpret medical marijuana dispensaries in Arizona as a direct threat to their economic interests. Despite state of the art security, the risk of violence from foreign or domestic illicit drug dealers is an issue to be reckoned with.

## **9.4 OPPORTUNITIES:**

- Probable growth with a significant increase of potential patients who will likely visit the dispensary in the future.
- Strategic alliances with other cultivation sites to make certain that there will be no shortage of product if the patient population expands.
- Cultivation expansion if market forces dictate necessary expansion of production.

**9.5 BUSINESS THREATS:**

- Continued downturn in the economy.
- Revocation of Proposition 203.
- Capricious government intrusion that could unexpectedly terminate the business venture.
- Radical liberalization of social customs in the State of Arizona and the United States in general would result in widespread use of marijuana for recreational purposes. Legal recreational use of marijuana would end the controlled use of marijuana for medicinal purposes.

**9.6 COMPETITIVE ADVANTAGES:**

The Healing Healthcare 3 inc seeks to establish a competitive edge over other medical marijuana distributorships through the following:

-Dr. Hill, who will serve as the Medical Director. He was the only physician in Arizona from 2007 through 2010 with a DEA Schedule I experimental marijuana license in the State of Arizona. His life experience is wholly unique for the State of Arizona and his professionalism and expertise will ensure the success of this endeavor. The Healing Healthcare 3 inc will be designed to function as a professional medical clinic.

-Dr. Hill is collaborating with ASU PhD candidate, Mr. Gary Miller, on creating a quality of life clinical protocol to help scientifically catalog and assess the medical utility of medical marijuana in the management of a variety of disease entities. Dr. Hills’ experience as a principle clinical research investigator will uniquely give The Healing Healthcare 3 inc a scientific research edge that few other dispensary in the State of Arizona will likely have.

**9.7 MARKETING STRATEGIES:**

The Healing Healthcare 3 inc will rely greatly on the word of mouth for referrals. There will also be marketing through the following methods:

- Telephone book advertisement.
- Newspaper and periodical advertisement.
- Direct marketing to physicians in Arizona.
  - Joint advertisement opportunities with other dispensary entities
  -

**9.8 SALES STRATEGIES:**

The marketing strategy discussed previously in this business plan would generate the desired patient population affiliated with the medical marijuana dispensary. Dr. Hill has an unblemished reputation in the community and his directorship of the project will clearly have a favorable impact. The annual sales projections are included here in the following table:

SALES	YEAR 2011	YEAR 2012	YEAR 2013	YEAR 2014	YEAR 2015
	0		\$500,000	\$1,000,000	\$1,200,000

These predications are conservatively based on the initial expected number of 15-18 patient visitations per day. This would result in a minimum sale of 2.75 lbs. per week.

The state of Arizona has a conservative projection that there will be approximately 100,000 medical marijuana patients who will receive a medical marijuana identification card. This estimation would result in an average of 800 patients per dispensary panel.

#### **10.0 MILESTONES:**

The milestones for The Healing Healthcare 3 inc include the following:

- Being awarded the medical marijuana dispensary license.
- Opening the distributorship site.
- Opening the cultivation site.
- Hiring the necessary employees to ensure operational success.
- First crop cultivation of medical marijuana.
- Achieving a breakeven point of sales within the first year of operation.
- To be able to provide substantial financial support to cancer research to allow a mission of providing cancer treatment for indigent and under insured patients.
- Future real estate purchase of the dispensary and cultivation site.
- The ability to keep up with product and demand as business grows to ensure that the majority of cultivated product is produced on site.

#### **11.0 LONG TERM PLAN:**

- The Healing Healthcare 3 inc has a long-term plan to maintain a positive cash flow for the facility.
- To provide excellent job opportunities for many individuals in the local community.
- To provide medical marijuana for a select group of patients afflicted with medical maladies who may benefit from this product.
- To be able to provide medical marijuana for under insured and indigent patients who may not have the ability to pay.

#### **12.0 DISTRIBUTION OF REVENUE TO COMPLY WITH NON-PROFIT STATUS:**

The Healing Healthcare 3 inc will direct all net proceeds to cancer research. There are numerous non-profit clinics providing charitable work for indigent and under insured cancer patients.

#### **13.0 MEDICAL DIRECTOR RESPONSIBILITIES:**

The Medical Director, Don W. Hill, M.D., FACP.

Dr. Hill has developed extensive educational material for patients and dispensary agents. The full realm of responsibilities of the medical director are outlined in APPENDIX 5 at the end of this business plan. In Sections 13.1 through 15.3, the business plan confirms that Dr. Hill has met or exceeded every single requirement of the outlined duties of the medical director as ordered in the final draft of the medical marijuana bill.



### **13.1 PATIENT EDUCATION (SECTION 13.2 THROUGH 13.9):**

The following sections will outline the body of information that will be conveyed to the patient who has been given a recommendation to use medical marijuana. Formal brochures will be available at the dispensary site for patients to read and become informed.

### **13.2 MEDICAL/SCIENTIFIC BACKGROUND FOR MEDICINAL MARIJUANA:**

Cannabis (marijuana) has apparently been used by humans for medicinal purposes for probably thousands of years. The psycho-active components in marijuana are known as cannabinoids, and these chemicals were first isolated as distinct compounds in the 1940's.

Cannabinoids are a class of chemical compounds that include phyto-cannabinoids which are found in the cannabis plant and endo-cannabinoids that are naturally occurring chemical signals found in the nervous system of humans and other animals. Just as there are opioid receptors in the brain that can modulate pain reception by binding to morphine or other similar types of pain medications, there are cannabinoid receptors that have been discovered in the human body. Before the year 1988, it was speculated that cannabinoids produced their physiological and psychological effects via non-specific interactions with cellular membranes of tissue located in the nervous system. With the discovery of cannabinoid receptors in the 1980's and in the early 1990's, it became clear that there were specific binding sites for both the phyto-cannabinoid products in nervous system tissues. These receptors have been found in vertebrate life forms all the way from fish to mammals. There are now 2 (two) recognized cannabinoid receptors in human beings and they are as follows:

- 1.) Cannabinoid receptor #1(CB1) This receptor is found in the brain, specifically in the basal ganglia, limbic system and also the hippocampus. These receptor have also been found in other areas of the brain in lesser concentrations including the cerebellum and medulla oblongata. It appears that when endo-cannabinoids or the phyto-cannabinoids that are found in marijuana bind to these receptor sites in the brain, analgesic and anti-emetic (anti-nausea) effects are mediated.
- 2.) Cannabinoid receptor #2 (CB2). This receptor is found in the peripheral nervous system and in the microglia of the human cerebellum and also in the immune system, especially in the spleen. It appears that CB2 receptors are responsible for anti-inflammatory mediation. These second receptors were discovered in 1993 and they are not thought to be generally expressed in the human body unless there is some form of insult or neuro-inflammatory condition that is chronic in nature. The binding of cannabinoids to the CB2 receptor site likely results in the clinical benefit of decreasing pain reception in chronic inflammatory conditions. The scientific literature suggests that the medical benefits from utilization of marijuana is a consequence of the inherent ability of the phyto-cannabinoids to bind with the cannabinoid receptors in the human body that are already naturally present.

These cannabinoid compounds are concentrated in a viscous resin that is produced in the glandular

structures in the bud of the plant, which are known as trichomes.

In addition to cannabinoids, this resin in the bud of the plant is rich in terpenes which are chemical compounds responsible for the foul odor that is generally associated with the cannabis plant. Phyto-cannabinoids are nearly insoluble in water but are found to be soluble in lipids, alcohol, and other non-polar organic solvents..

At least 85 phyto-cannabinoids have been isolated from the cannabis plant. Tetrahydrocannabinol (THC), Cannabidiol (CBD), Cannabinol (CBN), Cannabigerol (CBG), Cannabichromene (CBC), and Tetrahydrocannabivarin (THV) are some of the more prevalent phyto-cannabinoids found in marijuana. Of these, tetrahydrocannabinol (THC), first chemically isolated in 1964, is the most psycho-active of the compounds. THC has a high affinity to combine to the CB1 receptor and is responsible for the analgesic and anti-emetic effects of marijuana. CBD is a less potent psycho-active compound found in marijuana but has a higher affinity for binding to the CB2 receptor. This compound appears to mediate seizure activity by raising the seizure threshold, and it appears to have anti-inflammatory and anxiolytic (anti-anxiety) effects. CBN is also a milder psycho-active cannabinoid compared to THC and it also has a higher affinity for binding to the CB2 receptor than to the CB1 receptor. TVH is a curious substance that has an antagonistic effect on the CB1 receptor. This undesirable compound will attenuate the psychoactive effects of THC.

The field of scientific research to render a better understanding of how the various cannabinoid concentrations in the different strains and hybrids of marijuana interact with human cannabinoid receptors is a largely unexplored territory.

### **13.3 ADVERSE PSYCHO/SOCIAL EFFECTS:**

Although there are medical benefits to the utilization of cannabinoid products in various disease states, there are definite risks that need to be considered. Marijuana is the most commonly used illicit drug in the United States. The use of marijuana can reportedly cause distorted perceptions, impaired coordination, and problems with difficulty in processing new information. Marijuana may have a definite adverse effect on the cognitive functions of memory and problem solving. It is apparent that the chronic use of marijuana can cause these deleterious side effects, and that these side effects may last considerably longer than the short term therapeutic effects of the drug itself. A daily user of marijuana must understand the risk that he or she may some day be afflicted with chronic and perhaps irreversible suboptimal cognitive skills.

Long-term use of marijuana can lead to addiction which is defined as compulsive drug-seeking of this product despite the potential harmful effects on brain function. The use of this product in an inappropriate fashion may cause deterioration in school or work performance. Marijuana use can result in social alienation, lassitude and withdrawal from the usual activities of daily living. Marijuana may cause both a sense of euphoria in some patients, and it may cause an opposite dysphoric (depressive) effect in other individuals. The scientific literature suggests that 9% of users of marijuana become addicted. The risk of addiction is at a much higher 17% rate when the first use of marijuana begins when a person is a teenager. There is up to a 25%-50% rate of addiction in

those individuals who utilize marijuana on a daily basis.

As an affirmation to the addictive potential of marijuana, long-term users who try to quit have reported withdrawal symptoms that include anxiety, drug craving, irritability, insomnia, and anorexia (diminished appetite).

A number of studies have indicated that the chronic use of marijuana for recreational purposes has resulted in increased rates of depression and psychosis. It is not certain however, as to whether or not the recreational use of marijuana actually causes the above-mentioned mental problems or it just causes an exacerbation of these maladies that are pre-existing illnesses. Some researchers have speculated that the use of marijuana itself is a patient's attempt to self-medicate themselves to try to manage these pre-existing mental health problems.

It is nonetheless apparent that chronic use of marijuana may result in increased accidents, job turnover, absences from work, diminished job performance and a definite decline in performance at school.

#### **13.4 ADVERSE PHYSIOLOGICAL EFFECTS:**

It is clear that marijuana may have deleterious cardiopulmonary effects. Shortly after smoking the product, the heart rate may increase as much as 20% to 100%. This effect can last for several hours. It has been estimated that there is up to a fivefold increase in the risk of a myocardial infarction (heart attack) after smoking marijuana. This risk may be greater in older patients or those with pre-existing cardiovascular disease.

Numerous studies have also indicated that there is 50-70% more carcinogenic hydrocarbons in marijuana smoke, and considerably more "tar" than what has been found in tobacco smoke. When the drug delivery system of choice is inhaling marijuana smoke, users usually inhale more deeply and hold their breath much longer than tobacco smokers do. This technique drives the harmful smoke deep into the alveoli (air sacks) of the lung tissue and causes a greater exposure to the carcinogenic compounds. Chronic marijuana smokers can expect to experience the same respiratory problems as tobacco smokers including chronic obstructive pulmonary disease, chronic cough, shortness of breath, and an increased risk of pulmonary infections. In light of the increased amount of carcinogens in marijuana smoke, the possibility exists of an increased risk of aerodigestive malignancies including lung cancers and head and neck tumors.

#### **13.5 DOES MARIJUANA HAVE MEDICINAL BENEFITS?**

Although Proposition 203 has passed in the State of Arizona, the potential medicinal properties of marijuana are the subject of active debate in the medical, political, and scientific community. It has been confirmed that the Cannabis plant contains active ingredients with therapeutic potential for managing pain, decreasing intra-ocular pressure in patients with glaucoma, raising the seizure threshold in patients afflicted with epilepsy, and it also possesses appetite stimulating effects and has anti-emetic (anti-nausea) benefits. Nonetheless, the U.S. Food and Drug Administration still classifies marijuana as an illegal Schedule One substance. Despite the above noted therapeutic benefits, the Food and Drug Administration denies any recognized use of marijuana for medical

purposes.

### **13.6 WHAT ARE THE METHODS ON HOW TO USE MARIJUANA?**

The Arizona Department of Health Services cannot and will not endorse any drug delivery technique. There are 3 recognized marijuana delivery systems and they are as follows:

#### **A.) Inhaling the smoke of burned marijuana.**

This is the most common drug delivery system. As stated in the above section on physiological effects, it is not the safest delivery system in light of the adverse effects that marijuana smoke has on lung tissue. This drug delivery system, however, results in a more rapid onset of action and also has a quicker recovery time from the psycho-active effects of the inhaled cannabinoids.

#### **B.) Oral consumption.**

Consuming marijuana orally in food products is clearly a safer delivery system of medical marijuana compared to inhaling the smoke of burned marijuana. It appears that the oral consumption of marijuana has a slower onset of action but it likely has a longer physiological effect.

#### **C.) Vaporization technique.**

This is a relatively new drug delivery system that utilizes an electronic device that heats up the marijuana product to several hundred degrees Fahrenheit, but below the temperature of combustion. The cannabinoids in the marijuana are vaporized and can be inhaled through the lining of the lungs. This delivery system allows the absorption of the psycho-active compounds through the lining of the lung without exposure of the lungs to harmful smoke. While not yet a scientifically confirmed safer technique, theoretically it may be a better delivery system than the inhaling of the smoke of burned marijuana. This vaporization delivery technique has a reportedly rapid onset of action.

### **13.7 DO DIFFERENT STRAINS OF MARIJUANA HAVE DIFFERENT EFFECTS?**

There are 2 major subspecies of marijuana that include **INDICA** and **SATIVA**. Within these 2 major marijuana subtypes, there are now over 200 strains and hybrids created by horticulture specialists. Although there are no hard or fast rules regarding the psychological or physiological effects of these 2 major types of marijuana, there are some general guidelines for medical marijuana patients to consider.

#### **A.) INDICA.**

This broad category of marijuana is generally recognized to have a sedative effect and might have greater utility as a night-time agent. It has greater activity on the parasympathetic nervous system and may be beneficial in patients afflicted with severe pain, neuropathy, glaucoma, nausea and vomiting, neurological disorders, muscle spasms, insomnia, and anxiety associated with medical illnesses.

**B.) SATIVA.**

This broad category of marijuana is generally recognized to have a greater stimulatory effect and might have a better therapeutic index as a daytime agent. It has a higher affinity for the sympathetic nervous system and may be beneficial in patients afflicted with fatigue, depressed affect, diminished attention span and excessive drowsiness associated with medical illnesses.

**13.8 WHERE CAN I USE MY MEDICAL MARIJUANA?**

It is prohibited for marijuana to be used in ANY public area or in or around a medical marijuana dispensary. As this product can have a sedative effect, it should not be used with alcohol. It should not be used with other medications unless this is discussed with the patient's own personal physician. This product should never be used when operating an automobile or other machinery as this could clearly put the life or health of the patient or the life or health of others in jeopardy. It must only be used in the safe confines of the patient's own home or the home of their care giver. This is a product that is strictly regulated by the State of Arizona and Arizona Department of Health Services. It cannot be shared with any other individuals. Any violation of these above rules/regulations will result in the reporting of these infractions to the appropriate state regulatory agencies and/or local law enforcement establishments.

**13.9 ALTERNATIVE TREATMENT OPTIONS FOR DEBILITATING MEDICAL CONDITIONS.**

The patient should understand that the Food and Drug Administration and the United States federal government does not recognize any medicinal benefits for marijuana and the Federal government still considers the use of medical marijuana a federal crime. The drug is a Schedule One product that cannot be prescribed in the United States. Proposition 203 is a state law that essentially decriminalizes the use of marijuana for medicinal purposes at the state level but has no bearing on Federal rules and regulations. In the state of Arizona, the use of marijuana for medicinal purposes will be in a tightly controlled and regulated setting. The patient must always remember that the state law does not supersede federal law. In light of the above-mentioned political climate the patient should recognize that the use of marijuana for medicinal purposes should be an adjunct to conventional medical treatment. Medicinal marijuana should not supersede conventional medical therapy. A patient should fully discuss the pros and cons of medical marijuana with his or her physician and to exhaust conventional legal treatment plans including prescription medications, physical therapy, psychological counseling, biofeedback and other legal recommended therapeutic interventions before a recommendation for marijuana is issued. A patient should discuss marijuana/prescription drug interactions with his or her physician to confirm the safety of the use of marijuana in conjunction with other medications.

**14.0 EMPLOYEE EDUCATION (SECTION 14.1 THROUGH 14.6):**

The following sections will outline the body of information that will be conveyed to the employees of the medical marijuana dispensary. These following educational outlines will be given to the employees to inform them of the pros and cons, risk and benefits, and signs and symptoms of

adverse reactions to marijuana and of potential patient abuse of marijuana.

#### **14.1 MEDICAL DIRECTOR VISITATION TO DISPENSARY SITE:**

At least once a year the medical director will visit the medical marijuana dispensary site and review the medical education literature provided to the patients. At that time, a refresher course will be given to ensure that all staff members are well versed in the pros and cons of the use of medical marijuana and also to the risks and benefits of the use of medical marijuana. In addition, the staff will be informed on the signs and symptoms of patients who may be under the active influence of marijuana or other substances (either legal or illicit) to a degree of physical and/or psychological impairment.

#### **14.2 SIGNS AND SYMPTOMS OF PATIENT IMPAIRMENT:**

These are the following warning signs that staff members should be aware of. If present, these warning signs should result in the restriction of the sale of medical marijuana. In extreme circumstances, these warning signs may also warrant staff members to notify local law enforcement officers and state regulatory agencies, especially it appears the patient is impaired in a public setting and may be a danger to himself or to others:

- 1.) Combative or belligerent behavior.
- 2.) Excessive drowsiness or lethargy.
- 3.) Slurred speech and diminished coordination.
- 4.) Exhibition of heightened vigilance which may suggest paranoid ideation.
- 5.) Irregular or jerky physical movements which would strongly suggest a patient is under the influence of amphetamines or other stimulants.
- 6.) Obvious odor of alcohol or an odor of marijuana on the patient's breath which would suggest that the patient arrived to the dispensary in an impaired state.

Although there are medical conditions that can clearly mimic an inebriated state, the staff should nonetheless be aware of the above-mentioned problems and be ready to discuss these concerns with the patient and the patient's physician should also be contacted regarding these matters. It is the policy of the dispensary to refuse an attempt to fill a medical marijuana recommendation if it is apparent that the patient is intoxicated with alcohol, marijuana, or any drug that is either legal or illicit.

#### **14.3 RECOGNIZING MARIJUANA INDUCED PSYCHOTIC BEHAVIOR:**

Prominent psychotic symptoms (hallucinations) or delusional thought processes determined to be caused by marijuana is a primary feature of MARIJUANA INDUCED PSYCHOTIC DISORDER. Cannabinoid compounds may induce psychotic symptoms during acute intoxication and also during withdrawal from marijuana exposure.

Definitions:

MARIJUANA INDUCED PSYCHOTIC DISORDERS are based on whether the prominent features are delusions or hallucinations. Delusions are defined as fixed false belief systems. Hallucinations are defined as sensory perceptions from external stimuli that simply do not exist.

Examples include seeing or hearing things that are not present. Usually the MARIJUANA INDUCED PSYCHOTIC DISORDERS begin when the substance is first utilized. The symptoms generally resolve after the effects of marijuana subside. MARIJUANA INDUCED PSYCHOTIC DISORDERS may begin when the drug is withdrawn. Occasionally symptoms may manifest for many weeks after the last use of marijuana. The diagnosis of MARIJUANA INDUCED PSYCHOTIC DISORDERS can only be made by a physician. However, employees of a medical marijuana dispensary should be suspicious of a this malady if a patient complains of prominent hallucinations or delusions, especially if these symptoms persist one month after the last use marijuana. If an employee of the dispensary site suspects that a patient is experiencing marijuana induced psychotic symptoms then the time of symptom onset should be noted and the temporal relationship as to when marijuana was last utilized should also be noted. The patient's physician should be informed immediately if it is suspected that a patient is experiencing marijuana induced psychotic events.

#### **14.4 HOW TO IDENTIFY A PATIENT WHO IS ABUSING MARIJUANA:**

In the strictest sense, the Federal Drug Enforcement agency would consider any use of marijuana under any circumstance an "abuse". Marijuana is a Schedule One substance that the United States government does not recognize as having any confirmed medicinal benefits. The purpose of the following educational section is to serve as a guideline to assist a medical marijuana dispensary employee to recognize a patient who may be abusing marijuana. Employees of the dispensary should be suspicious that marijuana is being abused in the following circumstances:

- Concurrent abuse of alcohol or illicit drugs.
- Evidence of deterioration in the ability to function at work or school.,
- Emotional isolation from family members that appear to be related to the use of marijuana and not as a consequence to an underlying disease process.
- A dose escalation above a physician recommendation.
- Obtaining marijuana from non-registered sources.
- An attempt to acquire marijuana through a forged recommendation.
- Patient insistence to use medical marijuana despite clear evidence of patient reported adverse physical or psychological effects.
- Repeatedly seeking quantities of marijuana that supersede the legal state limit.
- Any evidence that a patient has diverted marijuana to other individuals.
- Any evidence that a patient steals or borrows marijuana from others.
- Aggressive patient behavior.
- Any evidence presented to a dispensary employee that a patient maybe hoarding marijuana.
- Any attempt of a patient to use marijuana at the dispensary site or anywhere in public.
- Evidence that the patient is illegally cultivating his or her own marijuana, or marijuana for others, even though the patient lives within a 25 radius of a licensed medical marijuana dispensary.

If a dispensary employee is suspicious that marijuana is being abused by a patient , then sale of the product should be refused. The patient's physician should be immediately notified and if there is evidence of diversion of marijuana to non-authorized individuals, law enforcement officials should

be immediately notified.

#### **14.5 SUBSTANCE ABUSE GRAPH AND TABLE:**

Shown below is a Substance Abuse Graph showing a relative comparison of the perceived harmful effects of various psycho-active drugs including marijuana. This graph was created from a poll taken among medical psychiatrists that specialized in management of substance abuse. The graph suggest that medical experts believe that on a scale of 1-3 that cannabis has a relative risk factor of dependence of 1.5 and a relative risk factor of physical harm of 1.0. This is in comparison to the illegal opioid, heroin. This product has a relative risk of dependence score of 3 and risk of physical harm also at 3.

Similar information is also provided on the Substance Abuse Table included on this page of this business plan. The Substance Abuse Table indicates the relative ranking of various psycho-active substances, both legal and illicit. The categories evaluated included a drug's ability to induce sensations of pleasure, psychological dependence, and physiological dependence. The psycho-active agents in this survey included the most common agents of use and abuse including heroin, cocaine, alcohol, tobacco, barbiturates, benzodiazepines, amphetamines, cannabis (marijuana), LSD, and ecstasy. Of interest, it appears that marijuana is ranked in the lower tier of dangerous substances.

Surprisingly, many experts in the field of psychiatry who are actively involved in the management of alcohol and substance abuse believe cannabis has a lower potential risk of dependence than either alcohol or tobacco which are, of course, legal products in the United States.

#### **14.6 RECOGNIZING ADVERSE PHYSIOLOGICAL EFFECTS OF MARIJUANA.:**

Serious adverse physiological events are rare from the use of medical marijuana. However, like any substance, medical marijuana might cause an allergic reaction or some other unexpected idiosyncratic medical problem. The employees of a medical marijuana dispensary might not have formal medical training but they should be aware of potential problems that may arise. The following symptoms would warrant the discontinuation of medical marijuana and the notification of the patient's physician that an adverse event may have occurred as a consequence to marijuana use:

- Fever, chills, or weight loss not attributable to an underlying disease process.
- Chest pain, a pounding sensation in the chest, or an irregular heart beat experienced during or after the use of medical marijuana.
- Cough, wheezing, sputum production or shortness of breath experienced after marijuana use.
- Development of hives or other rashes.
- Headaches or any change in hearing, vision, taste or smell.
- Nausea, vomiting, abdominal pain, or change in bowel habits
- Any appearance of non-healing sores in the mouth, tongue or throat.
- Any problems with continence of urine or any burning sensation upon urination.
- Any new muscle, bone, or joint problems.



**15.0 PATIENT AND CARE-GIVER AT-HOME RESPONSIBILITIES (SECTION 15.1 THROUGH 15.3):**

The following sections will outline the body of information that will convey the responsibilities of the medical marijuana patient and his or her care-givers.

**15.1 PATIENT AND CARE-GIVER SYMPTOM ASSESSMENT:**

When a new patient or care-giver comes to the dispensary to receive medical marijuana treatment, an information package that has been prepared will be distributed at that time. The information package includes the following items:

- 1.) Patient symptom log book. This log book will allow patients to record his or her symptoms before and after the use of marijuana for medicinal purposes. This will help the patient's physician and also the dispensary employees to assess whether or not the medicinal marijuana is having any therapeutic benefit for the symptoms in question.
- 2.) Each patient or care-giver will receive in their information packet three simple check lists and visual assessment sheets to evaluate the following quality of life parameters:
  1. Perceived effect of medical marijuana on the underlying disease process (appendix 1).
  2. Pain score assessment (appendix 2).
  3. Activity of daily living assessment (appendix 3).

The patient or care-giver will be asked to report to the patient's prescribing physician and also to the employees of the dispensary site the perceived score evaluation the three outlined parameters at least on a monthly basis if the patient is receiving medical marijuana at regular scheduled intervals. These assessment tools will assist the dispensary in understanding whether or not there is a perceived therapeutic benefit from the strain or hybrid selection utilized by the patient in question.

**15.2 GUIDELINES FOR REPORTING MEDICAL MARIJUANA USE AND ITS EFFECT ON PATIENT SYMPTOMS:**

The log book which will be given to the patient or care giver in the information packet will not only allow patients to record time of marijuana use and its effects on clinical symptoms, but it will also allow the patient to record the strain or hybrid that the patient utilized. The patient or care-giver will be requested to update the patient's physician and also the dispensary site with this information on follow-up visitations.

**15.3 CARE-GIVER AND PATIENT GUIDELINES TO SUSPEND THE USE OF MEDICAL MARIJUANA:**

Just as there will be information guidelines for the employees on withholding medical marijuana at the point of purchase based on evidence of patient impairment, a similar guideline will be submitted with the patient information package and will state as follows:

The caregiver and patient should be aware of the following warning signs. If present, the use of marijuana should be discontinued.

- 1.) Combative or belligerent behavior.
- 2.) Excessive drowsiness or lethargy.
- 3.) Slurred speech and diminished coordination.
- 4.) Exhibition of heightened vigilance which may suggest paranoid ideation.
- 5.) Any symptoms that would suggest that marijuana psychosis including hallucinations or delusional thinking. Hallucinations are defined as the sensory perception of hearing, seeing, tasting, smelling things that are actually not present. Delusional thinking is defined by a thought disorder in which a patient experiences fixed beliefs that are not based in reality. This includes paranoid ideation including thoughts of unfounded persecution.
- 6.) Marijuana should be withheld in the setting of patient use of alcohol and/or illicit recreational substances. The use of marijuana in conjunction with prescription drugs should be cleared by the patient's physician.
- 7.) A care-giver should notify the dispensary for intervention if it is discovered that a patient diverts his or her marijuana to any other individual.

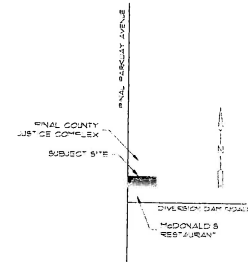
a tenant improvement for...

# Healing Healthcare 3, Inc.

801 NORTH PINAL PARKWAY AVENUE  
UNIT 1

Florence, Arizona  
85132

- A-1 COVER SHEET AND SHEET INDEX
- A-2 ARCHITECTURAL SITE PLAN
- A-3 SUITE FLOOR PLAN
- A-4 EXTERIOR ELEVATIONS
- A-5 LANDSCAPE PLAN



VICINITY MAP NOT TO SCALE

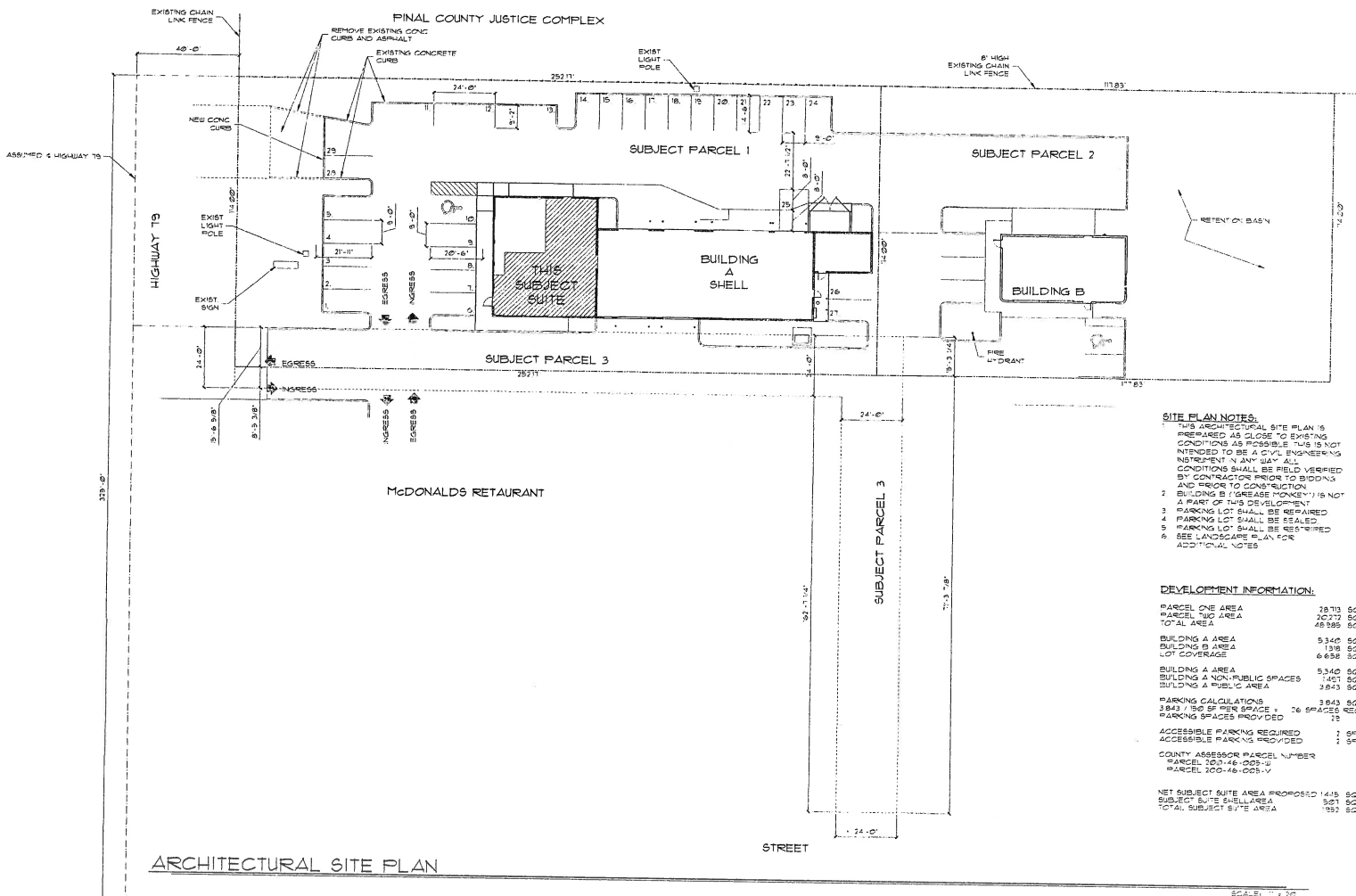
REVISION 1  
REVISION 2  
REVISION 3

FILE 89-01 cover  
SCALE NA  
JOB NAME HEALING HEALTHCARE 3, INC.  
JOB NO. 80011  
DESIGNED: RM  
DRAWN: BM  
CHECKED: RM  
DATE 23 May 2013  
DRAWING COVER SHEET AND SHEET INDEX

PROJECT INFORMATION  
PROJECT NO. 80011  
PROJECT NAME HEALING HEALTHCARE 3, INC.  
PROJECT ADDRESS 801 NORTH PINAL PARKWAY AVENUE UNIT 1 FLORENCE, ARIZONA 85132  
PROJECT OWNER HEALING HEALTHCARE 3, INC.  
PROJECT ARCHITECTURAL DESIGNER AMMERBEEK CRITCHFIELD ARCHITECTURAL DESIGN  
PROJECT DATE 23 May 2013  
PROJECT STATUS COVER SHEET AND SHEET INDEX

AMMERBEEK CRITCHFIELD ARCHITECTURAL DESIGN  
ARCHITECTURAL DESIGN  
p.o. box 14623  
santa fe, az 85207-4623  
tel 480.593.0436  
fax 480.510.0448  
info@ammerbeek.com  
www.ammerbeek.com

© COPYRIGHT LEAD 2013



**SITE PLAN NOTES:**

1. THIS ARCHITECTURAL SITE PLAN IS PREPARED AS CLOSE TO EXISTING CONDITIONS AS POSSIBLE. THIS IS NOT INTENDED TO BE A CIVIL ENGINEERING INSTRUMENT IN ANY WAY. ALL CONDITIONS SHALL BE FIELD VERIFIED BY CONTRACTORS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.
2. BUILDING B ("GREASE MONKEY") IS NOT A PART OF THIS DEVELOPMENT.
3. PARKING LOT SHALL BE REPAIRED.
4. PARKING LOT SHALL BE REPAIRED.
5. PARKING LOT SHALL BE REPAIRED.
6. SEE LANDSCAPE PLAN FOR ADDITIONAL NOTES.

**DEVELOPMENT INFORMATION:**

PARCEL ONE AREA	2873	SQUARE FEET
PARCEL TWO AREA	20272	SQUARE FEET
TOTAL AREA	48985	SQUARE FEET
BUILDING A AREA	5340	SQUARE FEET
BUILDING B AREA	138	SQUARE FEET
LOT COVERAGE	6658	SQUARE FEET
BUILDING A AREA	5340	SQUARE FEET
BUILDING A NON-PUBLIC SPACES	1401	SQUARE FEET
BUILDING A PUBLIC AREA	3933	SQUARE FEET
PARKING CALCULATIONS	3843	SQUARE FEET
1843 / 30 SF PER SPACE =	76	SPACES REQUIRED
PARKING SPACES PROVIDED	75	
ACCESSIBLE PARKING REQUIRED	7	SPACES
ACCESSIBLE PARKING PROVIDED	7	SPACES
COUNTY ASSESSOR PARCEL NUMBER		
PARCEL 200-46-000-1-0		
PARCEL 200-46-000-1-0		
NET SUBJECT SUITE AREA PROPOSED	1415	SQUARE FEET
SUBJECT SUITE SHELL AREA	301	SQUARE FEET
TOTAL SUBJECT SUITE AREA	1917	SQUARE FEET

ARCHITECTURAL SITE PLAN



NORTH

ALL DESIGN, DIMENSIONS AND PLANS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.



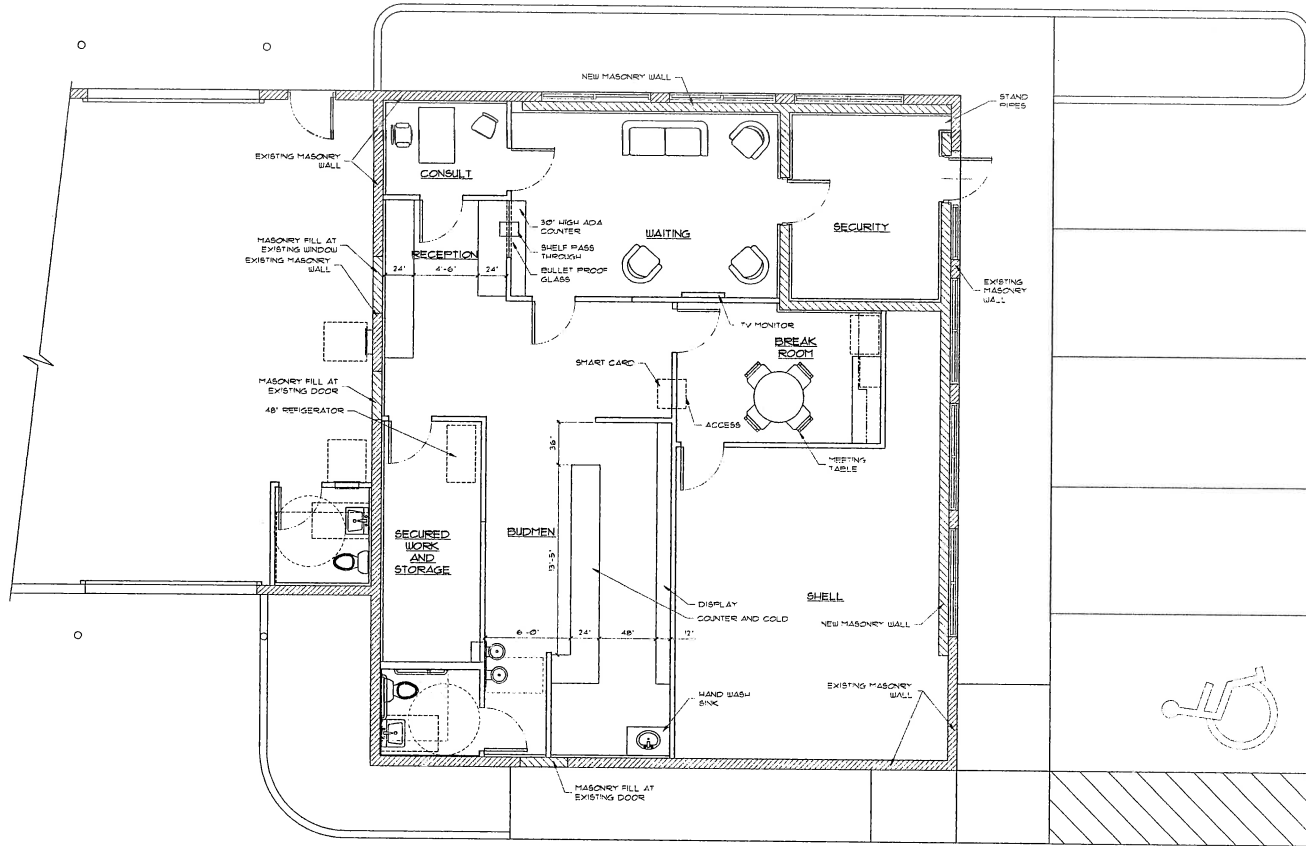
**James R. Johnson**  
ARCHITECTURAL DESIGN  
ARCHITECTURAL DESIGN  
office: 479.335.0036  
cell: 480.510.6848  
pub. box 18023  
scottsdale, az 85267-0023  
jro@jroarchitect.com

a tenant improvement for...  
**HEALING HEALTHCARE 3, INC.**  
801 NORTH PINAL PARKWAY AVENUE  
UNIT 1  
FLORENCE, ARIZONA 85132

REVISION 1: -  
REVISION 2: -  
REVISION 3: -  
FILE: 89-00-078  
SCALE: 1"=20'  
JOB NAME: HEALING  
HEALTHCARE 3, INC.  
JOB NO.: 89011  
DESIGNED: -  
DRAWN: BM  
CHECKED: BM  
DATE: 23/may/2013  
DRAWING: ARCHITECTURAL  
SITE PLAN

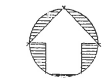
OF 3 SHEET A-2

ARCHITECTURAL SITE PLAN



FLOOR PLAN

SCALE: 1/4" = 1'-0"



NORTH

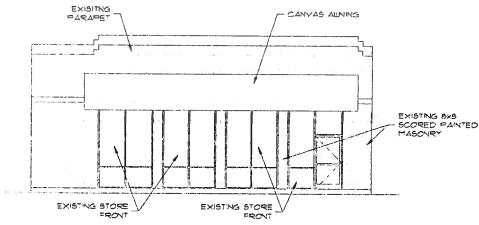
ALL OTHER DESIGN, DIMENSIONS AND PLANS  
 BEING PROVIDED ARE CONTROLLED BY AND THE PROPERTY  
 OF THE ARCHITECT. NO PART OF THIS DOCUMENT IS TO BE  
 REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY  
 MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING,  
 RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL  
 SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.  
 ANY OTHER REPRODUCTION OR TRANSMISSION WITHOUT THE  
 WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED.  
 DRAWING BY: JAMES G. GIBSON



*James G. Gibson*  
 ARCHITECTURAL DESIGN  
 office: 480.505.0416  
 cell: 480.333.1428  
 p.o. box 14623  
 northsdale, az 85237-4623  
 email: jamesgibson@jamesgibson.com  
 www.jamesgibson.com

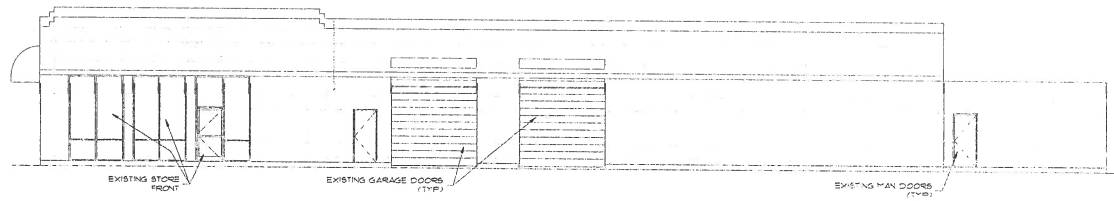
a Tenant Improvement for -  
**HEALING HEALTHCARE 3, INC.**  
 801 NORTH FINAL PARKWAY AVENUE  
 UNIT 1  
 FLORENCE, ARIZONA 85132

REVISION 1	-
REVISION 2	-
REVISION 3	-
FILE	89-05-fp1
SCALE	1/4" = 1'-0"
JOB NAME	HEALING HEALTHCARE 3, INC.
JOB NO.	89011
DESIGNED	RM
DRAWN	BM
CHECKED	RM
DATE	23-may-2013
DRAWING	FLOOR PLAN
SHEET	1M SCALE



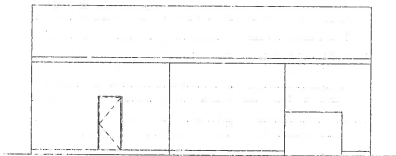
WEST ELEVATION

SCALE: 1/8" = 1'-0"



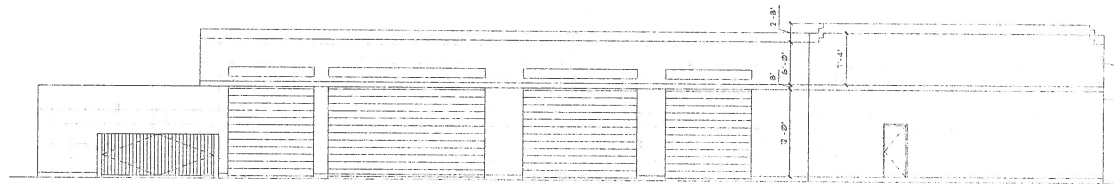
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

PRELIMINARY

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE PROPERTY OF THE ARCHITECT AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND IS NOT TO BE HELD RESPONSIBLE FOR ANY OTHER MATTER. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND IS NOT TO BE HELD RESPONSIBLE FOR ANY OTHER MATTER. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND IS NOT TO BE HELD RESPONSIBLE FOR ANY OTHER MATTER.

*James P. Johnson*  
 ARCHITECTURAL DESIGN  
 P.O. Box 1400  
 Florence, AZ 85122  
 Office: 480.995.8456  
 Cell: 480.910.8848  
 Email: jjohnson@jamesjohnson.com

a tenant improvement for...  
**HEALING HEALTHCARE 3, INC.**  
 801 NORTH PINAL PARKWAY AVENUE  
 UNIT 1  
 FLORENCE, ARIZONA 85122

REVISION 1	-
REVISION 2	-
REVISION 3	-
FILE	09-04-elev
SCALE	1/8" = 1'-0"
JOB NAME	HEALING HEALTHCARE 3, INC.
JOB NO.	89011
DESIGNED	RM
DRAWN	BM
CHECKED	BM
DATE	23-May-2013
DRAWING	EXTERIOR ELEVATIONS

OF 5 SHEET





PHOTO COURTESY OF PETER VILLAVERDE

# 2012-2013 ANNUAL REPORT

The Greater Florence Chamber of Commerce  
P.O. Box 929  
24 W. Ruggles  
Florence, Arizona 85132

Phone: (520) 868-9433  
Email: [FlorenceChamber@gmail.com](mailto:FlorenceChamber@gmail.com)  
[www.FlorenceAZChamber.com](http://www.FlorenceAZChamber.com)



# TABLE OF CONTENTS

- Cover
- Table of Contents.....Page....2
- Letter from the Chairman of the Board.....3
- Chamber of Commerce Vision and Mission Statement.....4
- Chamber of Commerce Board and Staff.....5
- Business Development Committee.....6
- Business Networking Committee.....7
- Membership Committee.....8
- Finance Committee.....9
- Grants Committee.....10
- Testimonials.....11—18
- Visitors and Tourism.....19
- Accomplishments.....20
- Special Events, Activities, Ribbon Cuttings; Future Events...21
- Your Chamber Investment at Work—Membership Growth...22
- Summation.....23

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013



LETTER FROM  
THE CHAIRMAN  
OF THE BOARD

Dear Business Leader:

I am excited to present this year's annual report. We are very proud of the things that were accomplished in the 2012-2013 year. That excitement exists because of the foundations that have been laid throughout the year. Whether it was paving the way for our newest event, "First Thursday", or taking our Casino Night to a completely new level, things are looking extremely positive for the chamber and the business community.

One thing that we are very proud of is the amount of opportunities that we are providing for our members to attend events—whether the issue in the past has been a matter of timing or a matter of content, we have the structure and organization to meet the needs across the board. To educate our business members we are also now available for them in the early mornings before the day gets going with our educational classes. In order to network together, share a meal, and hear an engaging presentation, we have our monthly luncheons, And most recently, in order to kick back and unwind, we have our after-hours "First Thursday" mixers every month. These updates all stem from listening to our members and understanding that everyone's needs and schedules are different. A lot of these things are now possible because of the engagement of the Town of Florence, and their desire to see businesses grow. We are grateful for their support and partnership.

In this coming year, our focus will be on Florence-specific business and businesses in the surrounding area that have a strong desire to play an active role in Florence. To do that, we plan on offering more one-on-one sessions, continuing to promote our business education, and networking together through our member events. The transition to take over the Local Visitor Information Center (LVIC) and McFarland State Park is a major opportunity for the chamber. It is a big undertaking for any chamber of commerce, but we feel like this is something that is within our scope and hope to maximize this new facet of our responsibility to benefit our local economy.

Quoting Jim Collins in his incredible business book Good to Great, an organization has been able to progress from good to great by having "freedom and responsibility within the framework of a highly developed system." The town has done a great job of providing a contract between the chamber and the town that will provide a system for us to be successful.. We have taken this very seriously and are very excited to turn the Greater Florence Chamber of Commerce from a good chamber to a great one.

Best Regards,

Ty Schraufnagel, Chairman

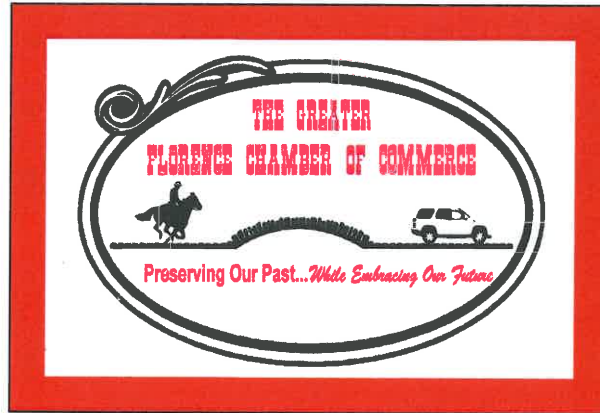
The Greater Florence Chamber of Commerce

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

CHAMBER OF  
COMMERCE  
VISION AND  
MISSION  
STATEMENT

## THE GREATER FLORENCE CHAMBER OF COMMERCE



---

### Vision Statement

“The Greater Florence Chamber of Commerce is founded to enhance economic growth, opportunity, and civic pride within the Florence region. The Chamber is committed to building mutually beneficial partnerships among member businesses, government, organizations, and individuals. The Chamber shall promote the commercial, cultural, and historical resources in order to expand central Pinal County. The Chamber shall be a voice of influence for the business community. It’s membership shall be an informed and proactive advocate of public policy and economic development.”

---

### Our Redefined Mission Statement

“The Greater Florence Chamber of Commerce is a voluntary organization of business and professional people working in partnership with government and community leaders for the enhancement of economic vitality and quality of life for the total community.”

## CHAMBER OF COMMERCE BOARD AND STAFF

### BOARD OF DIRECTORS



Ty Schraufnagel, Chairman of the Board  
American Family Insurance, Business Owner



Damon Anderson, Vice-Chairman of the Board  
Holiday Inn Express and Suites, General Manager



Judy Hughes, Secretary  
Award Commercial Realty, Owner



Karen Felix, Treasurer  
National Bank of Arizona, Teller Supervisor

### BOARD MEMBERS



Jeffrey Creedon  
APS SE Section Leader



Doretta Allison, Owner  
Preferred Realty



Peter Koulouris  
Mount Athos Restaurant, Owner



Jim Popp  
Florence Fudge Company



Zenji Reynolds  
Florence Hospital at Anthem, Radiology Director

### CHAMBER STAFF



Susan Kerestes, Executive Director



Bonnie Lee, Office Manager

### AMBASSADOR AND VOLUNTEER STAFF



Peter VillaVerde, Ambassador,



Tom Madden, Ambassador



Ed and Hermalene Curran, Ambassador and Volunteer



ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

BUSINESS  
DEVELOPMENT



Jack Malpass  
Central Arizona College



Florence Chamber of Commerce  
Committee: Business Development  
Chair: Doretta Allison  
Business Owner  
US Preferred Realty



I just wanted to express my appreciation to the Florence Chamber of Commerce for all the opportunities the Chamber has given me over the last few years since I have been a member and involved. The monthly classes have been so helpful in running my Real Estate business. Jack Malpass has been such a good instructor and I have learned so much from him as well as the other instructors.

The opportunities to network with other businesses and with those involved with the Chamber have been truly invaluable. I have met so many who are interested in the economic opportunities in Florence and it has been great to share ideas and plans with them. The monthly workshops and luncheons have been an opportunity to learn what is planned for our area as well as been a venue to learn what other business are doing and what they offer.

I have been privileged to be a member of the Chamber Board and I am excited about the move to McFarland State Park and the plans the Board is making for using it to the benefit of our community.

I believe that the Florence Chamber of Commerce is going to make a very positive difference in Florence and I am looking forward to being a part of it.

Thanks,  
Doretta Allison

**PURPOSE:** This committee sponsors workshops on a wide range of topics.

**GOALS:** 1. Research and identify topics for our business community. 2. Create a plan for upcoming educational events to ensure proper planning and marketing.

We Began our monthly workshop series in July of 2012, from 7:30am—9:00am. We changed the time in 2013, to 8:00 am—9:00 am to further accommodate attendees. The meetings are held the third Wednesday of the month at the Holiday Inn Express and Suites.

**BUSINESS DEVELOPMENT WORKSHOPS 2012/2013**

- July 2012 -Jack Malpass, “7 Habits of Highly Effective People”.
- August 2012- Jack Malpass, “Presenting With Ease”.
- September 2012-Jack Malpass, “Presenting With Ease II”.
- October 2012-Jack Malpass, “Successfully Selling Ideas”.
- November 2012 -Jack Malpass, “Managing Emotions & Thriving Under Pressure”.
- December 2012-No workshop this month due to Holiday activities.
- January 2013- Jack Malpass, “Managing Emotions & Thriving Under Pressure –II”.
- February 2013-Amy Garrish, “Social Media”.
- March 2013-Doretta Allison, “Business to Business Network”.
- April 2013-Jack Malpass, “Building Your Brand”.
- May 2013 -Jack Malpass, “Imagineering The Experience”.
- June 2013 -Carolyn Richel, Hospice of the Valley “Keeping Your Mind Healthy”.

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

Florence Chamber of Commerce  
Committee: Business Networking  
Chair: Damon Anderson  
Board Vice-Chairman and  
General Manager Holiday Inn Express and Suites



BUSINESS  
NETWORKING

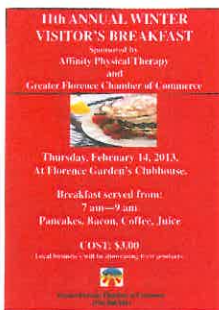
On behalf of the Greater Florence Chamber of Commerce, let me begin by saying simply, "Thank you". In the past year our Event Committee has strived to create new opportunities, build strong relationships with members, the Town Council and the community at large and I believe we have made significant movement in the right direction.

With the largest event for our Florence Chamber being Casino Night, that was hosted on July 28, 2012, we were ecstatic to find the high level of partnership with our sponsor members and the tremendous turn out we received to create one of the most memorable Casino Night experiences in the history of this big event. On multiple occasions our committee heard that they had never seen such a shift in the age demographic, drawing in a much higher number of our young professional generation. We have used this event as the benchmark to grow all future Casino Nights and are confident that we will only improve upon this event, which we plan to host at least 2 times per year, so our winter visitors may also experience this great event. Following our Casino Night we worked diligently to roll out an entirely new attraction to our members and the community at large by organizing the "1st Annual Julia Falce-Vail Music Festival", which coincided with the Junior Parada and honoring one of our own business leaders, who has played a major role in building our town and Main Street area with the recently closed Second Hand Rose Consignment.

Our event committee continually focuses on what is next and where to do we go from here. Knowing that the road to building a strong and healthy chamber, community and town requires that a foundation of communication, trust and opportunity. We take our roles very seriously and look forward to cultivating our newest event, "First Thursday" which we have just rolled out in June of 2013. We were astounded to have over 60 people in attendance and have heard many raving reviews.

It is the philosophy of the event committee that we grow with strength through partnership. As we look forward to the coming year we invite everybody to submit ideas and participate. Together we will see another year of success and another year of bringing even more continuity to our fair town.

Best Regards,  
Damon Anderson



24 S. Ruggles Street / Florence, AZ 85132

520-868-9433

(Thursday June 6, 2013)

4:30 pm-9:30 pm @ McFarland State Park

8:00 am-11:00 am @ Florence Chamber of Commerce

11:00 am-1:00 pm @ Florence Chamber of Commerce

1:00 pm-3:00 pm @ Florence Chamber of Commerce



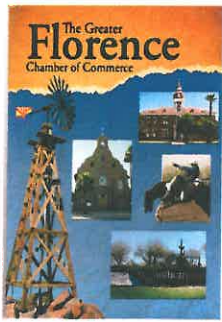
ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

Florence Chamber of Commerce  
Committee: Membership  
Chair: Susan Kerestes  
Executive Director and  
business owner of Acute Designs



MEMBERSHIP



**PURPOSE:**

The membership committee is focused on adding new business members, encouraging and helping them recognize the benefits their business will experience as a member of the Greater Florence Chamber of Commerce.

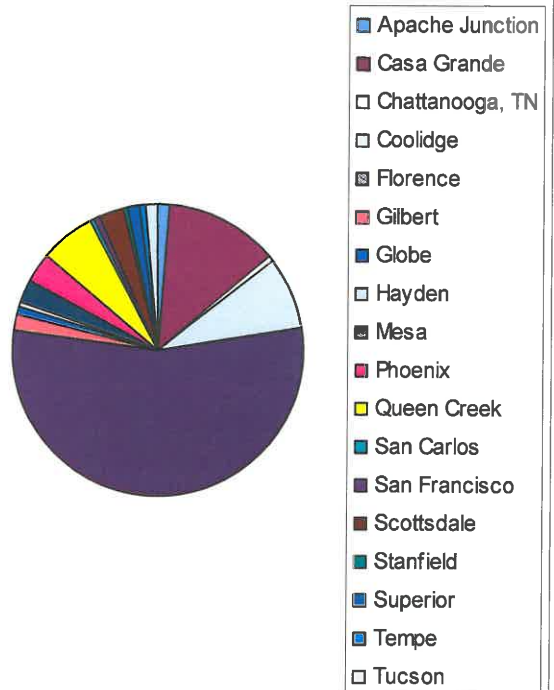
**GOALS:**

The membership committee has made a goal of increasing new members by 10%, for the next year. Overall, we saw an increase in membership in 2012-2013, of business owners with a point of presence in Florence joining the chamber. While we had some businesses closing due to health and an uncertain economy, we still believe there is an upward growth on the move in Florence.

**Recruitment and Retention**

- Membership completed the fiscal year with 153 members.
- We recruited 20 new members.
- In May, we presented our first monthly Business Excellence Award to a chamber member.
- We continue to contact non-renewing members to re-connect with them as part of improving customer service and retention.
- We have an ambassadors program and volunteer staff in place to partnership with the chamber of commerce and the chamber members.
- We continue to identify additional programs that benefit the members. APS AAAME Director and President of local SCORE chapter, Rena Huber, met with the chamber board in 2013. AAAME is a business mentoring program with Arizona Public Service. SCORE is a resource partner with the U.S. Small Business Administration and dedicated to aiding in the formation, growth, and success of small business in Arizona. We continue meeting with Rena Huber to discuss opportunities available to our chamber members.

GREATER FLORENCE CHAMBER OF  
COMMERCE  
CHAMBER MEMBERSHIP BY CITY



Florence Chamber of Commerce  
Committee: Finance  
Chair: Karen Felix  
Treasurer and Supervisor at  
National Bank of Arizona



**PURPOSE:** The finance committee reviews the Greater Florence Chamber of Commerce financial status and offers recommendations on revenue streams, alternative funding programs and expense controls. This includes the responsibility for the deposit and disbursement of all funds.

**GOALS:**

1. Stay within the budget.
2. Identify cost saving measures and implement whenever possible.

In 2012/2013, the Greater Florence Chamber of Commerce continued to met many transitional challenges. During the year we had the opportunity to end several equipment leases and have already experienced the cost savings to date. At the chamber we strive to be efficient in how we manage our recurring or new expenses, energy efficiency with utilities, and equipment.

The Finance committee is currently reviewing ways and means to increase revenue in areas that promote the business community as well as the economic future in Florence.

The chamber moved in April from the Brunenkant building and began adapting to our new location in McFarland State Park. Our Professional Agreement with the Town of Florence has provided us many opportunities. We are looking forward to managing McFarland State Park and the Florence Local Visitors Information Center.



Florence Chamber of Commerce  
Committee: Grants  
Chair: Judy Hughes  
Board Secretary and Business Owner  
of Award Realty Commercial.



The grants committee is the newest addition to the Greater Florence Chamber of Commerce as of June 2013.

**Purpose:**

The grants committee is a work in progress as we continue to identify the needs of the business community, obtain the resources available to the community and set our procedures in place.

**Goals:**

While the Greater Florence Chamber of Commerce Board and the grants committee determine the steps to this process we will be researching and obtaining resources to effectively make a difference.

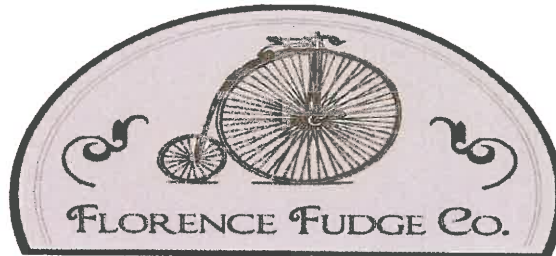
We anticipate 2013—2014, being the year of transition to good things in the Town of Florence.

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

TESTIMONIALS

Florence Fudge Company



Florence Chamber of Commerce:

We want to express our appreciation to the Florence Chamber of Commerce for their support of the Florence Fudge Company. From using our catering service for the monthly luncheons, to sending out announcements of specials, etc. the Chamber has truly been an ambassador of our business.

Bonnie and Susan have been among our most loyal and regular customers. We have had many customers who have said they came in at their recommendation when they have stopped in at the Chamber office.

Susan was a great help with the redecorating of our shop. Her expertise as a decorator helped us make the shop into one of the most appealing businesses in Florence. This certainly went beyond the scope of what the Chamber can do to help a business in Florence.

We are very pleased to be a member of the Florence Chamber and look forward to many years of working together.

Florence Fudge Co.  
440 N Main St.  
Florence, AZ 85132

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

TESTIMONIALS

Pinal County Federal Credit Union



**Pinal County Federal Credit Union**

June 18, 2013

To: The Greater Florence Chamber of Commerce

To Whom It May Concern,

I am writing this letter to express our sincere appreciation for the kindness and support we have received from the Florence Chamber of Commerce Board Members. Throughout our planning process for the Chamber Mixer we held at our Florence location, the members of the chamber continued to show their support by taking every opportunity to promote and support this event on a continued basis all the way up until the day of the event. There were mass emails sent, plugs in the chamber newsletter and at local meetings and several mixer attendees from the Chamber Board to show their support as well.

I would also like to thank you for the beautiful words that were shared when nominating Pinal County Federal Credit Union as the Business of the Month for May 2013. It was our pleasure and an honor to represent Pinal County Federal Credit Union at the town council meeting, especially with Susan Kerestes and Doretta Allison there by our side.

We truly appreciate your dedication and hope you recognize, as we do, the valuable role you play in building a greater relationship with the businesses and the residents of the Town of Florence. It is through the positive efforts of people like you that help business owners feel comfortable and confident in promoting their benefits to the community.

Thank you from the bottom of our hearts.....

Sincerely,

Jennifer Nathaniel  
Pinal County Federal Credit Union  
Florence Branch Manager  
Direct: (520)381-3061  
Fax: (520)381-2061  
Email: [jnathaniel@pinalcountyfcu.com](mailto:jnathaniel@pinalcountyfcu.com)

Pinal County Federal Credit Union  
(800) 221-4179 • (520) 381-3100  
[www.pinalcountyfcu.com](http://www.pinalcountyfcu.com)

**M & B Sedan**

*M @ B Sedan*

To Whom It May Concern,

The Greater Florence Chamber of Commerce does a good job of reaching out to every business by inviting us to various activities such as, the regular meetings, education meetings that are interesting and beneficial to those involved and community events. The Chamber is actively seeking new businesses and trying to provide a climate where businesses flourish.

Susan Keretes, having been a business owner herself, knows what we as a business need to thrive.

Bonnie Lee is a great asset for the chamber in the office and prompt in getting information out to all members.

The publications that list our businesses promote our businesses well.

Respectfully,

*Merritt and Bonnie Strunk*

Merritt Bonnie Strunk, Owners  
480-229-4351  
[mbsedan@aol.com](mailto:mbsedan@aol.com)  
[www.mbsedan.com](http://www.mbsedan.com)

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

TESTIMONIALS

**The UPS Store**



**The UPS Store®**

3281 North Hunt Hwy.  
Suite 115  
Florence, AZ 85232  
520.723.6733 Tel  
520.723.6735 Fax

June 14, 2013

Greater Florence Chamber of Commerce  
Florence, AZ 85132

To Whom It May Concern;

We would like to personally thank the Chamber for all their hard work and great efforts in helping promote the businesses of the Greater Florence and surrounding areas.

Not only do they reach out to provide Grand Opening Celebrations for each new business that opens in the area, but they continually provide educational meetings and classes for the seasoned members. They also have monthly meetings to help keep us informed of local events, as well as give us opportunity to meet with other local businesses and share ideas and common goals.

On a personal note, the Chamber has on several occasions, had inquiries, and in turn, have recommended our store as a good place to get the services they were seeking; ie: copies, printing, designing, laminating, coil binding, etc.

Several customers who have come into our store mentioned that they heard about us from the Greater Florence Chamber of Commerce. This is a very welcome help in building our business.

They have also been faithful supporters of our services for various needs they had as well. One of the many examples; they have used our designing and printing services for their Casino Night Event. This shows their loyalty in a personal, tangible way to the local businessman, and is much appreciated.

We have been a Chamber member since we opened our doors in 2008, and we plan to continue our membership with this great organization for years to come.

Thank you Greater Florence Chamber of Commerce!

A handwritten signature in black ink, appearing to read 'Alber'.

The UPS Store  
Florence, AZ

The UPS Store®

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

TESTIMONIALS

**The History Hub**

History Hub Florence  
301 N. Main St.  
Florence, Arizona 85132

(520) 233-3872

To the Chamber of Commerce of Florence,

We would like to thank the entire member's of the Florence Chamber for their continued help with local information and always being a great sounding board for new and old ideas.

We have enjoyed your open door policy that sincerely makes you feel your input is appreciated.

In December of this year we held our 1st Christmas Show and were impressed with the participation from Bonnie Lee and everyone that made our evening a success.

Once again keep up the good work as there is much more to do and our motto, "Is there any thing we can do to help?"

Sincerely,

Hoyt and Carol Huckabay

History Hub Florence



ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

TESTIMONIALS

**Florence Gardens**  
**Welcoming Committee**

JUDY A. PARSONS  
3815 North Kansas Avenue  
Florence, Arizona 85132  
e-mail: [judydennisp@gmail.com](mailto:judydennisp@gmail.com) or [judyp@myarbonne.com](mailto:judyp@myarbonne.com)  
520-975-4120

February 24, 2013

Bonnie Lee, Office Manager (email: [florencechamber@gmail.com](mailto:florencechamber@gmail.com))  
Florence Chamber of Commerce  
291 North Bailey Street  
Florence, AZ 85132

Dear Bonnie:

As the Florence Gardens Welcoming Committee Chair, I attended the breakfast last week for the express purpose of thanking the Chamber members who have contributed in the past to our New Residents Welcoming Packets. I also wanted to meet as many of them personally as I could to show our appreciation instead of just being a faceless request for information. And it was a success for me! Thank you and all Chamber members for this continuing event.

Several members gave me literature right away and others have agreed to get their literature to your office so I can have one pick-up location. We have requested 50 pieces of information they believe will introduce their business to people who are moving to Florence Gardens. Our target date for assembly is the end of March.

A benefit of having our packets ready now is that several people have been buying during the summer months and actually staying for some time. By the time our committee has a chance to meet them in the fall with the Welcoming Packets, some of that first-time purchase opportunity may have passed.

As I have mentioned to you before, I know we all benefit when local and unique businesses prosper because people do shop locally. And I believe our Welcoming Packets to new residents can benefit the local business environment.

Thank you again for the great response of the Chamber members, and I look forward to visiting with you next week.

Sincerely,

Judy Parsons  
Florence Gardens Welcoming Committee Chair

pc: e-mail: Ty Schraufmagel ([tschrauf@amfam.com](mailto:tschrauf@amfam.com))

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

TESTIMONIALS

Florence Gardens  
Welcoming Committee

JUDY A. PARSONS  
3815 North Kansas Avenue  
Florence, Arizona 85132  
520-975-4120

October 4, 2012

Florence Chamber of Commerce  
291 North Bailey Street  
Florence, AZ 85132

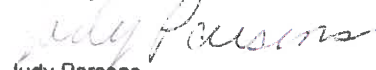
Chamber Members who contributed to the Florence Gardens Welcoming Packet  
in the fall of 2011:

1. Second Hand Rose
2. AllSecure Lock & Safe
3. Cari's Termite & Pest control, Inc.
4. The Windmill Winery
5. Johnson Ranch Animal Clinic
6. Rose Computers
7. Merrill Ranch Family Dental
8. National Bank of Arizona
9. Florence Family Dentistry
10. Cartridge World
11. Fudge Shop
12. Avocado Nursery
13. Emily Penrod, Licensed Massage Therapist

Thank you again for the great response of your Chamber members. There may  
have been a couple other members who contributed, but I did not have a list. We  
ran out of most of the donated items by the time I figured this out.

As I said in my thank you note in March, I know we all benefit when local and  
unique businesses prosper because people do shop locally. Is it too late to see  
if your members will be willing to include some item in our fall 2012 Welcoming  
Packet for our new residents?

Sincerely,



Judy Parsons  
Florence Gardens Welcoming Committee Chair



## Community Outreach

Project Bridge Family Assistance Program, Inc., presented Chamber Office Manager Bonnie Lee an award for chamber promotion, fundraiser ticket sales of the Dutton Family Show and participation in the annual Fundraiser called, "Voices of Christmas", at Sun City Anthem. Bonnie Lee has been a singer and performer for a Scottsdale tour bus luncheon in Florence, The History Hub, "Florence First Christmas", American Cancer Society Relay for Life in Florence, Coolidge Cotton Days, Coolidge Performing Arts, the annual Florence Historic Walking Tour as well as Chamber luncheons, holiday events, 1st Thursday Mixer, Music Festival and more. Reaching out to the business community to help promote their special events also promotes tourism.



*Volunteers don't get paid, not because they're worthless, but because they're priceless.*

*-Sherry Aulston*

Presented to:

**Bonnie Lee**

With sincere appreciation for your efforts on behalf of  
**Project Bridge Family Assistance Program, Inc.**

Because of you, children are fed who would otherwise be hungry.

Because of you, students are able to attend school in  
clean clothing that does not invite ridicule.

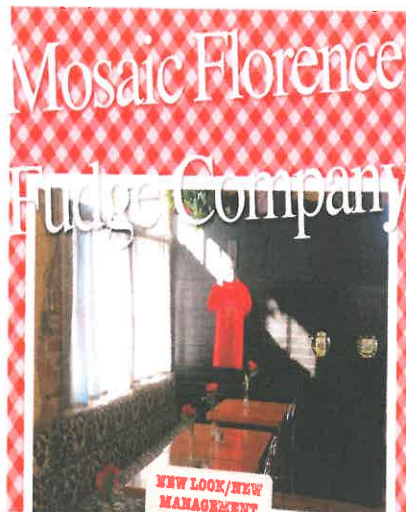
Because of you, families remain stable while  
working through financial crises.

**Because of you, our community is a better place.**

We thank you.

**PROJECT BRIDGE**  
FAMILY ASSISTANCE PROGRAM, INC.

*[Signature]*  
Board President, Project Bridge  
Executive Program Director



Chamber Executive Director, Susan Kerestes worked with The Smith Family on the design elements of the apartment on Main Street as well as Florence Fudge Company's new look. The Florence Fudge Company doubled their revenue by expanding the seating area and offering a new menu.

An article was published on the front page of the Florence Blade and Reminder, Thursday May 30th, about the apartment renovation. Both of these design elements are just an example of the potential to create and renew interest in our existing historic community and reinventing their existing business.

### Other Media:

#### FaceBook Social Media:

The Greater Florence Chamber of Commerce Face Book page experienced a significant increase in participation this year. This is attributed to many people and businesses who sent their photos, information about upcoming events and post comments. We are pleased with the progress and anticipate more activity in the next year.

#### Chamber Website:

As we continue to improve the website we noticed others taking an interest in it as well. In 2013, there was an increase in phone calls that originated from the website regarding additional business information, relocation, recreation and more.

## Requests for information

In 2012-2013, there was an increase in requests for information about Florence. Many were interested in visiting and/or moving to Florence, Arizona.



This is a letter that was sent to the Chamber after they received items in the mail.

*Thank you for the material on Florence. We were quite surprised at how many positive features we read about. We are hoping to visit soon. The envelope meant with an accident enroute but they wrapped it in plastic & all was well.*

*Shirley & Jim  
Schwartz*

***No One Does More For Veterans***

## Visitors and Tourism



April of 2013, found the Greater Florence Chamber of Commerce relocating to the McFarland State Park Building. While the move was motivated by the Brunenkant building need for repair, it also provided great opportunity.

On July 1, 2013, Greater Florence Chamber of Commerce will be managing McFarland State Park and the Florence Local Visitors Information Center. The Chamber is looking at opportunities to enhance exhibits and offer a gift shop in the Fall of 2013.

The Chamber office has been preparing to update other website's involved with tourism and economic development. We recently updated [www.localfirstaz.com](http://www.localfirstaz.com) and we are making contacts with Arizona State Parks, Arizona Office of Tourism and more to promote Tourism and business to Florence with the Internet media opportunities.

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE

2012-2013

ACCOMPLISH-  
MENTS

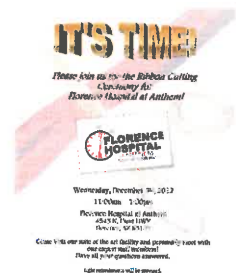


- More chamber maps and directories were distributed to visitors, relocation packages, new business packages, business members, residents and more than the previous year. We are in the planning stages of publishing a new membership directory.
- Motivational Systems, Inc. and the chamber continue to promote kiosk displays to the business community.
- The chamber hosted 8 ribbon-cutting ceremonies for new business.
- The chamber participated in the ground breaking ceremonies for 2 businesses.
- There is an ongoing effort to improve the content of calendars, articles, member ads, media content, Facebook, websites and more. We focused our attention on social media and have increased participation significantly. This was done by sending out event and other activities through Facebook.
- Members and office staff participated in the recent FAM tour in Florence on April 19th, 2013.
- We began our Greater Florence Chamber of Commerce Business of the month in May. Our first monthly chamber member elected by the board was Pinal County Federal Credit Union. A formal presentation was made during the Florence Town Hall meeting. An article was published in the Florence Blade & Reminder and a Mixer was also part of the promotion of this award.
- The Greater Florence Chamber of Commerce was featured in the L & B Inn Newsletter, September 2012, as the voice for the business community. This newsletter was placed at every table setting in the restaurant for patrons.
- The First Julia Falce-Vail Music Festival was held after the Jr. Parada parade in November, 2012.
- The chamber hosted the Town of Florence business retention and expansion report in September at the Holiday Inn Express and Suites to the business community.



# ANNUAL REPORT TO THE TOWN OF FLORENCE

2012-2013



## SPECIAL EVENTS and ACTIVITIES

- Our 12th Annual Chamber Casino Night July 28, 2012, was the second best event the chamber had on record.
- Chamber member VillaVerde Gallery media artist displayed his artistic perspective of the historic buildings in Florence at the Brunenkant building. Visitors thoroughly enjoyed the art. The chamber hosted the VillaVerde Gallery Art walk in September and October at the Brunenkant Building.
- Ladies Night Out at Second Hand Rose had over 169 in attendance. An article in the Florence Blade Reminder thanked the chamber for participating and promoting the event. Owner Julia Falce-Vail, closed the store in March and resigned as a board member of the Florence Chamber of Commerce due to her health.
- Business Forum with Town of Florence Economic Development Coordinator Scott Bowles in Sept of 2012. The chamber hosted this event at The Holiday Inn Express and Suites.
- First Julia Falce-Vail Music Festival had many of the local talent performing throughout the day following the Junior Parada Rodeo parade on Main Street.
- The History Hub held a Christmas event this year and continue to receive letters and comments about the event. The chamber staff and volunteers contributed to this success.
- Annual Florence Walking Tour—The Brunenkant building was not on the tour this year however, we remained open for the Visitors. Office Manager Bonnie Lee had fresh baked goods and told the bakery story in period costume. She continued to the History Hub and Pinal County Historical Museum in costume, had her picture taken with visitors and shared a tale of the Brunenkant bakery while carrying a basket of bread.
- Annual Winter Visitors Breakfast - February 14, 2013. This was a showcase breakfast event at Florence Gardens for the chamber member business. Chamber board and staff served residents and businesses for Valentines day. Chamber Member Affinity Physical Therapy was our member sponsor this year.

## OTHER ACTIVITIES

- Pinal County Fair - ticket distribution at the Chamber of Commerce office. The Office Manager also assisted Coolidge Chamber of Commerce with ticket sales at their office. The Florence Chamber sold \$2,000.00 in ticket sales.
- We continue to promote, “Shop Florence First”, and kiosk signage to local businesses.
- Parks and Recreation set up Santa Claus up at the Chamber Brunenkant building in December.

## FUTURE EVENTS

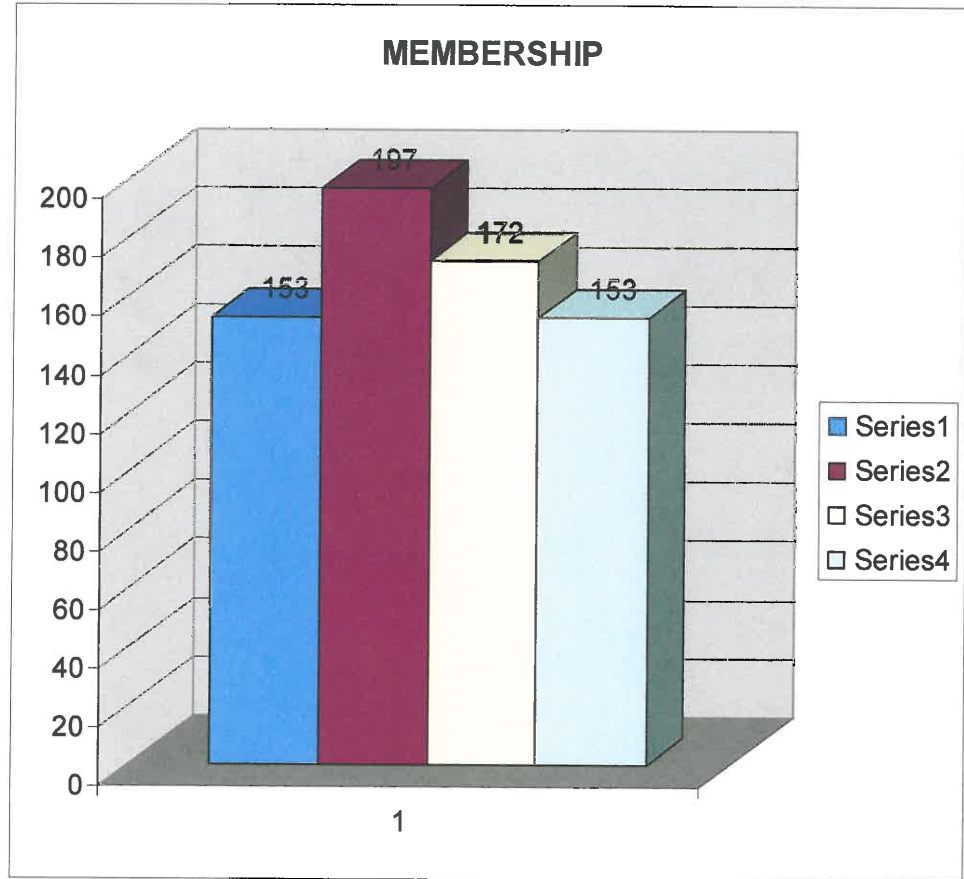
- Chamber Casino Night, July 27, 2013.
- 1st Thursday Mixers every month.
- Chamber Member of the Month Awards.
- Florence Town Hall Chamber Member of the month presentation award of excellence.

## RIBBON CUTTINGS 2012/2013

- Future Forward Foundation
- Florence Fudge Company
- Florence Hospital at Anthem
- Too good's Tax & Accounting, LLC
- River Bottom Grill—Gila Trading Post
- Florence Hat Company
- Sierra Orthopedics
- Dawgs 727

## GROUND BREAKING CEREMONIES

- National Bank of Arizona
- Mosaic Church of the Nazarene



**Membership Growth**

Membership Growth Summary

**YEAR**

1. 2009 ..... 153
2. 2010 ..... 197\*
3. 2011 .....172
4. 2012 .....153

\*Large number of individual Booster Memberships early 2010.

ANNUAL  
REPORT  
TO THE  
TOWN OF  
FLORENCE


2012-2013

*IN SUMMATION,*



*Our Membership is the driving force for everything we do at  
The Greater Florence Chamber of Commerce.*

*We believe effective communication is  
the key to connecting with our future.*

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7a.</b>
<b>MEETING DATE:</b> July 15, 2013  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Greater Florence Chamber of Commerce Special Event Liquor License Application		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control on behalf of the Greater Florence Chamber of Commerce’s application for a Special Event Liquor License for September 5, and October 3, 2013 from 4:30 p.m. to 6:30 p.m. for the First Thursday Events.

**BACKGROUND/DISCUSSION:**

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 forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control.

**ATTACHMENTS:**

Application





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 6 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 THE SPECIAL  
EVENT LIQUOR SALES.**

Name Greater Florence Chamber of Commerce 100%  
Percentage

Address P O Box 929, 24 W. Ruggles, Florence, AZ 85132

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(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

Picket fencing surrounds west and north.  
\_\_\_\_\_  
\_\_\_\_\_

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

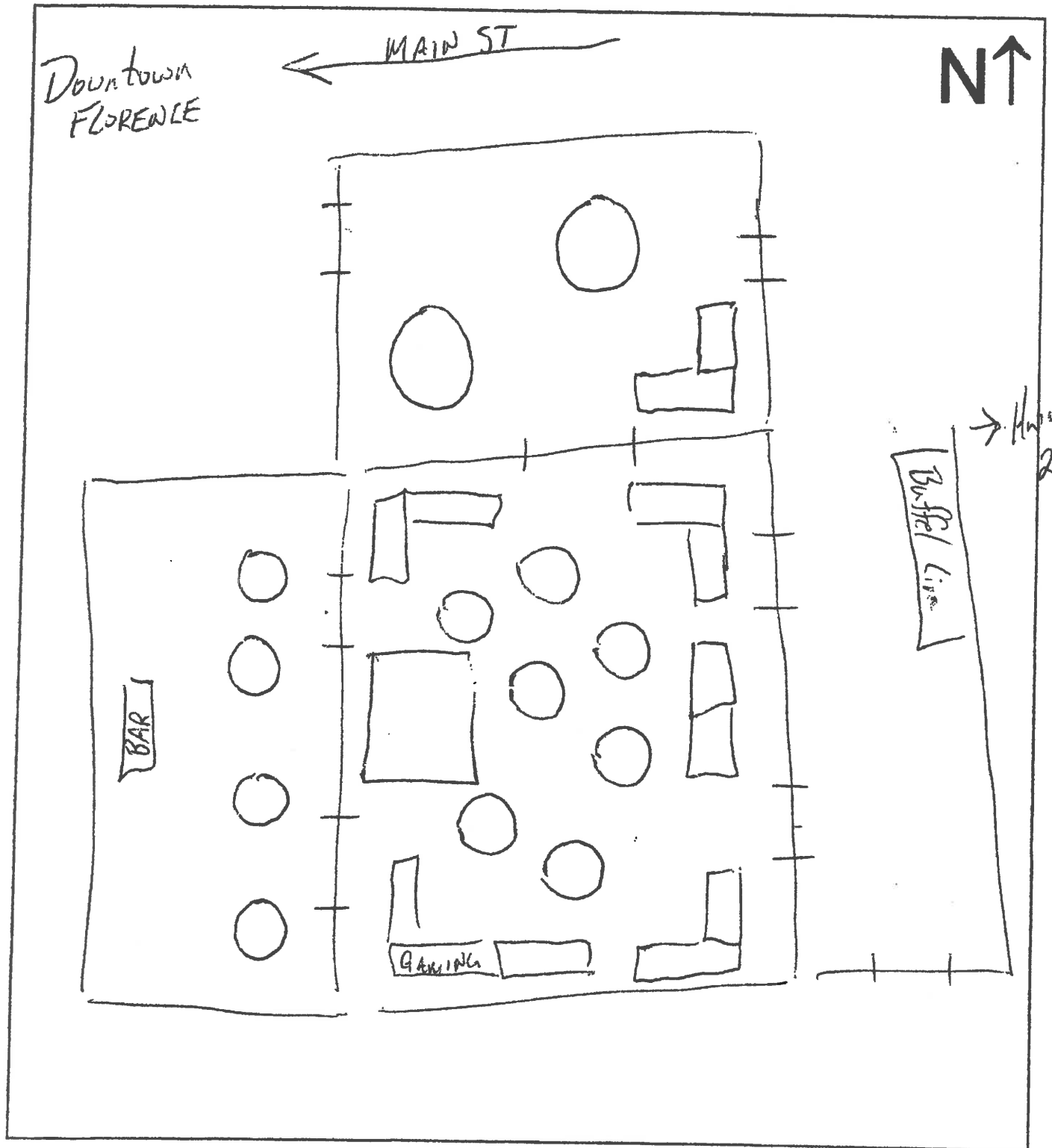
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
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.

**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. Some local governing bodies may require approximately 60 days prior notice.**

**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 the special event liquor sales.**

**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:**

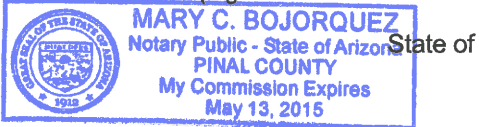
**ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.**

**Disabled individuals requiring special accommodations please call (602) 542-9027**

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

18. I, Karen Felix 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] Treasurer 6/26/13 (520 ) 868-9433  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Pinal

The foregoing instrument was acknowledged before me this  
26th June 2013  
Day Month Year

My Commission expires on: 5-13-2015  
(Date)

[Signature]  
(Signature of NOTARY PUBLIC)

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

19. I, Susan Arlene Kerestes 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] State of Arizona County of Pinal  
The foregoing instrument was acknowledged before me this



26 June 2013  
Day Month Year

My Commission Expires on: April 10, 2015  
(Date)

[Signature]  
(Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required 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)

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 7b.</b>
<b>MEETING DATE:</b> July 15, 2015  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Silver King Lease Agreement Renewal with Carol Johnson (Silver King Hair Co.) for Suite 201		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

A motion to approve a lease agreement with Carol Johnson (Silver King Hair Co.), for Suite 201, in the Silver King Market Place.

**BACKGROUND/DISCUSSION:**

Carol Johnson, owner of Silver King Hair Co., is seeking to renew a lease for Suite 201, which is the south suite on the second floor. Silver King Hair Co. is a hair salon. Ms. Johnson has over 25 years of owning and operating hair salons in the cities of Bisbee, Sierra Vista, and Page, Arizona. She is a 4<sup>th</sup> generation hairstylist.

**FINANCIAL IMPACT:**

The term of the lease is from August 1, 2013, to July 31, 2014. The monthly rent will be \$121.33. The tenant will pay the Town \$444.08, per month for utilities. The utility payment may be adjusted twice a year to better reflect the total cost.

**STAFF RECOMMENDATION:**

Staff recommends approval of the lease with Carol Johnson, owner of Silver King Hair Co.

**ATTACHMENTS:**

Lease Agreement

---

---

**SILVER KING MARKET PLACE LEASE AGREEMENT**

---

---

TOWN OF FLORENCE, ARIZONA,  
an Arizona municipal corporation

AND

Carol Johnson  
a single woman, on her own behalf

(Silver King Hair Co.)

---

---

DATE: August 1, 2013

---

---

## SILVER KING MARKET PLACE LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2013 by TOWN OF FLORENCE, ARIZONA, a municipal corporation, hereinafter called "Landlord" and CAROL JOHNSON, a single woman, on her own behalf, hereinafter called "Tenant".

### 1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of the Tenant as hereinafter set forth, Landlord does hereby lease 728 square feet to Tenant of the premises located at 440 N. Main Street, Suite 201, Florence, Arizona, also known as the Silver King Market Place, and hereinafter referred to as the "Premises", or, the "Leased Premises". The Leased Premises are also described as Suite 201, which is located at the South end of the Premises on the 2<sup>nd</sup> floor.

### 2. TERM

The Lease term shall begin on the **1<sup>st</sup> day of August, 2013**, and end on the **31<sup>st</sup> day of July, 2014** (the "Term").

### 3. EXTENSIONS

The parties hereto may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election, provided that Tenant gives notice of its request to extend the Term no later than sixty (60) days prior to the expiration of the Term. If Tenant does not elect to extend the Term in accordance with this paragraph, this Lease shall end on the **31<sup>st</sup> day of July, 2014** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

### 4. RENTS

Rent shall be paid at the rate of **one hundred twenty-one dollars, thirty-three cents (\$121.33)** per month for the duration of the lease. In addition to the rent, the tenant is responsible for their portion of the commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Term. Payment of rent shall be made to Landlord at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. If rent is not received by the close of the 5<sup>th</sup> business day then the late fee of \$25.00 will be added to the Tenant's account.

### 5. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of **eight hundred dollars (\$800.00)** as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may request the return of the Security Deposit, Landlord shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the property of which the Leased Premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

## 6. PURPOSE

A. The Landlord is maintaining the Silver King Market Place for the development of new businesses within the Downtown area of the Town of Florence. It is the Landlord's desire to help in the creation of successful businesses by providing the necessary environment to help businesses survive.

B. Tenant shall use the Leased Premises for the purpose of conducting the business of a Hair Salon known as the **"Silver King Hair Co."**. In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence and the Redevelopment Commission. As a further condition of the lease, Tenant must also maintain regular business hours and be open for at least thirty five (35) hours per week with exception of holidays. When business enhancement classes are offered by the Town of Florence, Florence Main Street Program, and/or Florence Chamber of Commerce, free of charge, the Tenant shall make every effort to attend these programs.

C. If Tenant fails to meet any of these requirements, then Landlord may terminate the lease after providing the Tenant no less than thirty (30) days written notice of Landlord's intent to terminate the lease. If Tenant does not satisfy the above conditions or otherwise cure the deficiencies indicated in the notice within thirty (30) days, Landlord may terminate the lease as provided in section 17 below.

The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises, or in violation of any federal, state or local laws or regulations.

## 7. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the zoning code of the Town of Florence and the Silver King Market Place Reuse and Leasing Policy.



## 8. SUBLEASE AND ASSIGNMENT

A. Tenant shall not sublet or assign the lease without Landlord's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets the Tenant must receive either written consent from the Landlord or enter into a new lease agreement.

B. Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's written consent.

## 9. REPAIRS

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems, vandalism, or the roof, subject to the obligations of the parties as may otherwise be set forth in this Lease.

## 10. TENANT IMPROVEMENTS

A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, or make additions, improvements and replacements to all or any part of the Leased Premises from time-to-time as Tenant may deem desirable (the "Tenant Modifications"), provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant must obtain the written consent of Landlord prior to undertaking any such Tenant Modifications. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease but not after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to repair any such damage Landlord may repair the damage and deduct the costs thereof from Tenant's security deposit.

B. Tenant may have prepared plans and specifications for the construction of the Tenant Modifications, and, if so, such plans and specifications are attached hereto as **Exhibit "A"** and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.

C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the Tenant Modifications on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Modifications a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

D. During the course of the Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

E. If the Tenant seeks improvements that are permanent in nature (e.g. flooring, lighting, HVAC, etc.), and such improvements add value to the Leased Premise, the Town may consider extending a lease credit to the Tenant. Any improvements that receive a lease credit will then become the property of the Town. The Tenant is solely responsible for repairing any damage and all costs associated with maintenance of the improvement for the duration of the Lease.

F. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Tenant Modifications to Leased Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant.

## 11. UTILITIES

The Leased Premises are not separately metered, therefore, Landlord shall pay the amount due for charges for water, sewer, gas, electricity and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay **four hundred forty-four dollars, eight cents (\$444.08)** upon the due date for the monthly payment of the lease or the first of the month, which ever comes first. The Landlord, from time-to-time, may adjust the above amount to accurately reflect the utilities being consumed but may not adjust the amount more than two (2) times per year. Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## 12. SIGNAGE

A. Exterior Signs. Landlord will provide one exterior sign located on the east side of the building. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises at its sole cost and expense.

B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

### 13. ENTRY

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

### 14. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time-to-time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

### 15. MECHANIC'S LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material man's or laborer's lien against the Leased Premises, or on Lessee's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premises or the Silver King Market Place as a whole.

### 16. INSURANCE AND INDEMNIFICATION

#### A. INDEMNIFICATION

(i) To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Town of Florence, its agents, officers, officials and employees from and against all tort claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of the Tenant, its agents, employees, contractors or subcontractors in the performance of this Agreement, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Landlord.

(ii) Tenant's duty to defend, hold harmless and indemnify the Town of Florence, its agents, officers, officials and employees shall arise in connection with any tort claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Tenant or any other person for whose acts, errors, mistakes, omissions, work or services the Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Landlord.

(iii) The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### B. INSURANCE REQUIREMENTS

(i) The Tenant, at Tenant's 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 Landlord/Town of Florence.

(ii) All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of the Town of Florence, constitute a material breach of this Lease.

(iii) The Tenant's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town of Florence 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 of Florence.

(iv) The insurance policies required by this Agreement shall name the Town of Florence, its agents, officers, officials, and employees as Additional Insured.

#### C. REQUIRED COVERAGES

##### (i) General Liability

(a) Tenant shall, at Tenant's 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, U.

(b) Such policy shall contain a severability of interest provision, and shall not contain a

sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

(c) The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG2O101185 (October 2001 version).

(ii) Property Insurance

(a) Landlord shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.

(b) Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased premises. Tenant agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income there from, or for loss or damage to goods, wares, merchandise or other property in or on the Leased premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

(iii) Certificates of Insurance

(a) Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish the Landlord/Town of Florence with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.

(b) In the event any insurance policy (ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.

(c) If a policy does expire during any term of this Lease, a renewal certificate must be sent to the Town of Florence fifteen (15) days prior to the expiration date.

## 17. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (i) The vacating or abandonment of the Leased Premises by Tenant;
- (ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;
- (iii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (A) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.
- (iv) The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenants' assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or, the attachment, execution, or other judicial seizure of substantially all of Tenants' assets located at the Leased Premises or of Tenants' interest in this Lease where such seizure is not discharged within thirty (30) days.
- (v) The filing or recordation of a lien against the Leased Premises or the Silver King Market Place as a whole due to any action or inaction of Tenant.

B. REMEDIES

- (i) In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:
- (ii) Terminate Tenants' right to possession of the Leased Premises by any lawful means in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenants all damages incurred by Landlord by reason of Tenants' default, including but not limited to, the cost or recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be

reasonably avoided. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph, or 2) proceeding under subsection 18 below.

(iii) Maintain Tenant's right to possession in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including the right to declare a landlord's lien on Tenant's personal property located on the Leased Premises. Where a landlord's lien is declared by Landlord, Landlord may, without notice or demand to Tenants, terminate Tenant's right to possession of the premises until Landlord has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Landlord declare a landlord's lien on the Leased Premises pursuant to this paragraph, the Lease shall not be considered terminated, and Landlord shall have a right to recover rent as it becomes due.

#### C. DEFAULT BY LANDLORD

(i) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, the holder of any first mortgage may perform in Landlord's place and Tenant must accept such performance.

#### D. HOLDOVER BY TENANT

(i) If Lessee shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants, and conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Landlord to take such action in law or equity as Landlord may have under the provisions of this Lease or otherwise.

#### E. BANKRUPTCY OF TENANT

(i) If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Lessee's assets or of this

leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Lessor may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

#### 18. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Landlord to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### 19. TITLE

A. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

(i) Foreclosure. In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and

(ii) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this lease, Tenant will attorn to and recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages,



deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

C. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

20. ATTORNEY'S FEES

In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorney's fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

21. NOTICES

Any notice required to be given by or to either Landlord or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

For Landlord:

Town of Florence  
Town Manager  
PO Box 2670  
775 North Main Street  
Florence, AZ 85132  
520-868-7500

For Tenant:

Carol Johnson  
PO Box 2173  
45 Phoenix Street #1  
Florence, AZ 85132  
520-233-6375

22. WAIVER

A waiver of any breach of this Lease, or of any of the terms or conditions by either party hereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease as of the day and year first written above.

**LANDLORD: TOWN OF FLORENCE, an Arizona municipal corporation**

\_\_\_\_\_  
Tom J. Rankin, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
James E. Mannato, Town Attorney

**TENANT: CAROL JOHNSON, a single woman, on her own behalf**

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

Its: Owner \_\_\_\_\_

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

STATE OF ARIZONA        )  
  ) ss.  
County of Pinal         )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned Notary Public, personally appeared Carol Johnson, and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public


My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

Tenant Modifications

[PLACE HOLDER FOR ALL PERMANENT TENANT IMPROVEMENTS]

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7c.</b>
<b>MEETING DATE:</b> July 15, 2013  <b>DEPARTMENT:</b> Human Resources  <b>STAFF PRESENTER:</b> Scott Barber, HR Director  <b>SUBJECT:</b> Resolution No. 1405-13: Revised FY 2013-2014 Employee Classification Plan		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1405-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2013-2014 EMPLOYEE CLASSIFICATION PLAN.

**BACKGROUND/DISCUSSION:**

Council adopted the FY2013-2014 Employee Compensation and Classification Plans at the June 17, 2013 meeting. Staff recently discovered that changes to the designations of positions as “Classified” or “Unclassified” made necessary by applicable provisions of the new Personnel Policy were inadvertently omitted. While there is no legal conflict between the Personnel Policy and the Classification Plan because the Policy definition of which employees are “Classified” and which are “Unclassified” is ultimately what counts, approving a fully correct Classification Plan is preferred. Staff is therefore asking for adoption of the revised document which correctly reflects these changes made by the new Personnel Policy.

**FINANCIAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution No. 1405-13, approving the revised FY2013-2014 Employee Classification Plan.

**ATTACHMENTS:**

Resolution No. 1405-13  
 Revised Town of Florence, FY2013-2014 Classification Plan

**TOWN OF FLORENCE  
RESOLUTION NO. 1405-13**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY,  
ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2013-  
2014 EMPLOYEE CLASSIFICATION PLAN.**

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is necessary and desirable that the Town of Florence approve the Employee Classification Plan and Compensation Plan each year, such action having been taken on June 17, 2013; and

**WHEREAS**, it has been brought to the attention of the Mayor and Council that certain information on the Employee Classification Plan was inadvertently not amended to reflect the new Personnel Policy recently approved by the Mayor and Council; and

**WHEREAS**, staff has revised the Employee Classification Plan and has requested the revised Plan now be approved.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Council of the Town of Florence, hereby adopts the revised Employee Classification Plan for Fiscal Year 2013-2014.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 15<sup>th</sup> day of July, 2013.

\_\_\_\_\_  
Tom J. Rankin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
James E. Mannato, Town Attorney

**Town of Florence**  
**FY 2013-2014 Classification Plan**  
**Salary Ranges Per Job Class - (Salary Range Order)**

Occupational Job Families and Job Classes	Effective 07/01/2013				FLSA	Classified/ Unclassified
	Salary Range	Minimum	Midpoint	Maximum		
Town Manager						
				CONTRACT		
Town Magistrate				CONTRACT		
Town Attorney				CONTRACT		
Deputy Town Manager	69	\$80,919	\$105,089	\$129,260	E	UC
Police Chief	68	\$78,945	\$102,526	\$126,107	E	UC
Public Works Director	67	\$77,020	\$100,026	\$123,031	E	UC
Fire Chief	66	\$75,141	\$97,586	\$120,031	E	UC
Finance Director	65	\$73,308	\$95,206	\$117,103	E	UC
Utilities Director	64	\$71,520	\$92,884	\$114,247		
Community Development Director	63	\$69,776	\$90,618	\$111,460	E	UC
Parks & Recreation Director	62	\$68,074	\$88,408	\$108,742	E	UC
	61	\$66,414	\$86,252	\$106,090		
Human Resource Director	60	\$64,794	\$84,148	\$103,502	E	UC
Assistant Town Manager	59	\$63,214	\$82,096	\$100,978	E	UC
Deputy Public Works Director	59	\$63,214	\$82,096	\$100,978	E	UC
Information Technology Manager	59	\$63,214	\$82,096	\$100,978	E	UC
Police Lieutenant	58	\$61,672	\$80,093	\$98,515	E	C
Associate Town Attorney	57	\$60,168	\$78,140	\$96,112	E	UC
Senior Civil Engineer	57	\$60,168	\$78,140	\$96,112	E	C
Town Clerk	56	\$58,700	\$76,234	\$93,768	E	UC
Library Director	55	\$57,268	\$74,375	\$91,481	E	UC
Fire Battalion Chief	54	\$56,960	\$72,561	\$88,161	E	C
Fire Marshal	54	\$56,960	\$72,561	\$88,161	E	C
Special District Manager	53	\$55,571	\$70,791	\$86,011	E	UC
	52	\$54,215	\$69,064	\$83,913		
Senior Planner	51	\$52,893	\$67,380	\$81,866	E	C
GIS Coordinator	50	\$51,603	\$65,736	\$79,870	E	C

**Town of Florence**  
**FY 2013-2014 Classification Plan**  
**Salary Ranges Per Job Class - (Salary Range Order)**

Occupational Job Families and Job Classes	Effective 07/01/2013				FLSA	Classified/ Unclassified
	Salary Range	Minimum	Midpoint	Maximum		
Police Sergeant	50	\$51,603	\$65,736	\$79,870	NE	C
Public Works Superintendent	50	\$51,603	\$65,736	\$79,870	E	C
Assistant to Town Manager	49	\$50,344	\$64,133	\$77,922	E	UC
Network Analyst	49	\$50,344	\$64,133	\$77,922	E	C
Police Support Services Manager	48	\$49,116	\$62,569	\$76,021	E	C
Public Works Project Manager	48	\$49,116	\$62,569	\$76,021	E	C
Economic Development Coordinator	47	\$47,918	\$61,043	\$74,167	E	UC
Grants Coordinator	47	\$47,918	\$61,043	\$74,167	E	UC
Utility Superintendent	47	\$47,918	\$61,043	\$74,167	E	C
Associate Engineer	46	\$46,750	\$59,554	\$72,358	E	C
Fire Captain	46	\$46,750	\$59,554	\$72,358	NE	C
Police Detective	46	\$46,750	\$59,554	\$72,358	NE	C
	45	\$45,610	\$58,101	\$70,593		
Town Planner	44	\$44,497	\$56,684	\$68,871	E	C
Court Administrator	43	\$43,412	\$55,302	\$67,191	E	UC
Senior Building Inspector	42	\$42,353	\$53,953	\$65,553	E	C
Certified Police Officer	42	\$42,353	\$53,953	\$65,553	NE	C
Public Safety Communications Supervisor	42	\$42,353	\$53,953	\$65,553	NE	C
	41	\$41,320	\$52,637	\$63,954		
Facilities Manager	40	\$40,312	\$51,353	\$62,394	NE	C
Fire Engineer	40	\$40,312	\$51,353	\$62,394	NE	C
Accountant	39	\$39,329	\$50,101	\$60,872	NE	C
Crime Analyst	38	\$38,370	\$48,879	\$59,387	NE	C
Information Technology Technician	38	\$38,370	\$48,879	\$59,387	NE	C
Maintenance Foreman	38	\$38,370	\$48,879	\$59,387	NE	C
Deputy Town Clerk	37	\$37,434	\$47,686	\$57,939	NE	C
Human Resource Coordinator	37	\$37,434	\$47,686	\$57,939	NE	C
Building Inspector	36	\$36,521	\$46,523	\$56,526	NE	C
Field Foreman	36	\$36,521	\$46,523	\$56,526	NE	C
Firefighter	36	\$36,521	\$46,523	\$56,526	NE	C
Parks Maintenance Foreman	36	\$36,521	\$46,523	\$56,526	NE	C
	35	\$36,992	\$45,389	\$53,786		
Senior Treatment Plant Operator	34	\$36,089	\$44,282	\$52,474	NE	C
Public Safety Dispatcher, Lead	34	\$36,089	\$44,282	\$52,474	NE	C
Office Supervisor	34	\$36,089	\$44,282	\$52,474	NE	C



**Town of Florence**  
**FY 2013-2014 Classification Plan**  
**Salary Ranges Per Job Class - (Salary Range Order)**

Occupational Job Families and Job Classes	Effective 07/01/2013				FLSA	Classified/ Unclassified
	Salary Range	Minimum	Midpoint	Maximum		
Recreation Coordinator	34	\$36,089	\$44,282	\$52,474	NE	C
Senior Center Coordinator	34	\$36,089	\$44,282	\$52,474	NE	C
Payroll Specialist	33	\$35,209	\$43,202	\$51,194	NE	C
Auto Mechanic	32	\$34,350	\$42,148	\$49,945	NE	C
Code Compliance Officer	32	\$34,350	\$42,148	\$49,945	NE	C
Public Works Maintenance Worker III	32	\$34,350	\$42,148	\$49,945	NE	C
Sanitation Worker III	32	\$34,350	\$42,148	\$49,945	NE	C
Librarian	31	\$33,513	\$41,120	\$48,727	NE	C
Engineering Technician Assistant	30	\$32,695	\$40,117	\$47,539	NE	C
Public Safety Dispatcher	30	\$32,695	\$40,117	\$47,539	NE	C
Police Evidence Technician	30	\$32,695	\$40,117	\$47,539	NE	C
Administrative Assistant	29	\$31,898	\$39,138	\$46,379	NE	C
Senior Court Clerk	29	\$31,898	\$39,138	\$46,379	NE	C
Water Plant Operator	29	\$31,898	\$39,138	\$46,379	NE	C
Assessment Specialist	28	\$31,120	\$38,184	\$45,248	NE	C
Recreation Programmer	28	\$31,120	\$38,184	\$45,248	NE	C
Utility Service Representative	28	\$31,120	\$38,184	\$45,248	NE	C
Wastewater Treatment Plant Operator	28	\$31,120	\$38,184	\$45,248	NE	C
Permit Specialist	27	\$30,361	\$37,253	\$44,144	NE	C
Utility Systems Operator	27	\$30,361	\$37,253	\$44,144	NE	C
Parks Maintenance Worker II	26	\$29,620	\$36,344	\$43,068	NE	C
Public Works Maintenance Worker II	26	\$29,620	\$36,344	\$43,068	NE	C
Sanitation Worker II	26	\$29,620	\$36,344	\$43,068	NE	C
	25	\$28,898	\$35,458	\$42,017		
Utility Services Operator	24	\$28,193	\$34,593	\$40,992	NE	C
Municipal Court Clerk	23	\$28,687	\$33,749	\$38,811	NE	C
Parks Maintenance Worker I	22	\$27,987	\$32,926	\$37,865	NE	C
Police Records Clerk	22	\$27,987	\$32,926	\$37,865	NE	C
Public Works Maintenance Worker I	22	\$27,987	\$32,926	\$37,865	NE	C
Sanitation Worker I	22	\$27,987	\$32,926	\$37,865	NE	C
Library Assistant	21	\$27,304	\$32,123	\$36,941	NE	C
Office Assistant	21	\$27,304	\$32,123	\$36,941	NE	C
Public Works Operations Technician	21	\$27,304	\$32,123	\$36,941	NE	C
Senior Center Assistant	21	\$27,304	\$32,123	\$36,941	NE	C*
	20	\$26,638	\$31,339	\$36,040		
Public Works Shop Maintenance Worker	19	\$25,989	\$30,575	\$35,161	NE	C

**Town of Florence**  
**FY 2013-2014 Classification Plan**  
**Salary Ranges Per Job Class - (Salary Range Order)**


Occupational Job Families and Job Classes	Effective 07/01/2013				FLSA	Classified/ Unclassified
	Salary Range	Minimum	Midpoint	Maximum		
Fitness Trainer	18	\$25,355	\$29,829	\$34,304	NE	C
Pool Manager	18	\$25,355	\$29,829	\$34,304	NE	UC
Office Aide	17	\$24,736	\$29,102	\$33,467	NE	C
Custodial Maintenance Worker	16	\$24,133	\$28,392	\$32,651	NE	C
Library Aide	15	\$23,270	\$27,377	\$31,483	NE	C*
	14	\$22,969	\$27,022	\$31,075		
	13	\$22,408	\$26,363	\$30,317		
	12	\$21,862	\$25,720	\$29,578		
Head Lifeguard	11	\$21,329	\$25,092	\$28,856	NE	UC
Recreation Leader III	11	\$21,329	\$25,092	\$28,856	NE	C*
	10	\$20,808	\$24,480	\$28,152		
	9	\$20,301	\$23,883	\$27,466		
	8	\$19,806	\$23,301	\$26,796		
	7	\$19,323	\$22,732	\$26,142		
	6	\$18,851	\$22,178	\$25,505		
Lifeguard II	5	\$18,392	\$21,637	\$24,883	NE	UC
Recreation Leader II	5	\$18,392	\$21,637	\$24,883	NE	C*
	4	\$17,943	\$21,109	\$24,276		
	3	\$17,505	\$20,594	\$23,684		
	2	\$17,078	\$20,092	\$23,106		
Lifeguard I	1	\$16,662	\$19,602	\$22,542	NE	UC
Recreation Leader I	1	\$16,662	\$19,602	\$22,542	NE	C*
Student Trainee	1	\$16,662	\$19,602	\$22,542	NE	UC
Part Time Captain	PT46	\$16.96	\$21.61	\$26.25	NE	UC
Part Time Engineer	PT40	\$14.63	\$18.63	\$22.64	NE	UC
Part Time Firefighter	PT36	\$13.25	\$16.88	\$20.51	NE	UC
Part Time Firefighter Recruit	PT30	\$11.86			NE	UC

\*NOTE: All part-time positions are Unclassified

ALS Paramedic Certification Pay shall be established as 10% of Firefighter Midpoint Pay Rate Value

Special Pay Assignment of 5% for Lead Police Officers and Special Task Assignments

Uncertified Officers paid 10% less Certified Officer minimum scale.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7d.</b>
<b>MEETING DATE:</b> July 15, 2013  <b>DEPARTMENT:</b> Police  <b>STAFF PRESENTER:</b> Daniel Hughes, Chief of Police  <b>SUBJECT:</b> Law Enforcement Agreement between the Tohono O'Odham Nation and the Town of Florence		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

To accept the attached Mutual Protection and Law Enforcement Agreement between the Tohono O'Odham Nations and Town of Florence.

**BACKGROUND/DISCUSSION:**

The Tohono O'Odham Indian Nation has residential properties within Florence Town limits. While T.O. Nation is responsible for the safety and security of their tribal members the nearest tribal police officer is located more than two hours away from the residents located within the Town of Florence. The Tohono O'Odham Nation has requested the Florence Police Department assist them as first responders should the need arise. In exchange, the Tohono O'Odham Nation will respond and assist the Florence Police Department as part of this agreement. Currently the Florence Police Department makes routine patrols through the Tohono O'Odham properties as part of our Community Policing philosophy. During 2012 Florence Police officers had 13 calls for service in this area.

**FINANCIAL IMPACT:**

None

**STAFF RECOMMENDATION:**

Authorization to enter into a three-year agreement with the Tohono O'Odham Nation for Mutual Protection and Law Enforcement.

**ATTACHMENTS:**

Mutual Protection and Law Enforcement Agreement

**MUTUAL PROTECTION AND  
LAW ENFORCEMENT AGREEMENT  
BETWEEN THE  
TOHONO O'ODHAM NATION  
AND THE  
TOWN OF FLORENCE**

**THIS AGREEMENT**, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the **TOHONO O'ODHAM NATION**, hereinafter referred to as the "**NATION**" and the **TOWN OF FLORENCE**, a political subdivision of the State of Arizona, hereinafter referred to as "**FLORENCE**."

**WITNESSETH:**

**WHEREAS**, it is to the mutual benefit of the parties hereto that they enter into an agreement of mutual protection and assistance in the field of law enforcement.

**WHEREAS, FLORENCE**, by Resolution No. \_\_\_\_\_ of the Town of Florence and the **NATION**, by Resolution No. \_\_\_\_\_ of the Tohono O'odham Legislative Council, true and correct copies of which are attached hereto, have approved this joint exercise of powers;

**NOW, THEREFORE**, the **TOWN OF FLORENCE** by virtue of and pursuant to the provisions of A.R.S § 11-951, et seq., and A.R.S § 13-3872, et seq., and the **NATION**, by virtue of and pursuant to the authority contained under the Tohono O'odham Constitution, Article VI, Section 1(f) and Section 1.3 of the Nation's Criminal Code, do hereby enter into this Agreement in order to more efficiently and economically facilitate their capabilities to provide for the maximum amount of protection for public health, safety and welfare of their citizens;

**NOW, THEREFORE**, it is mutually agreed by the parties hereto:

1. Commencing on the effective date prescribed in Section 10 and for a period of three (3) years thereafter, **FLORENCE** and the **NATION** agree to cooperate and assist each other to their mutual benefit in the field of law enforcement.
2. The **NATION**, through its duly designated and employed tribal police officer(s), agrees to assist and aid the officer(s) of **FLORENCE** within one mile of the boundaries of Florence Village in Pinal County, Arizona, when called upon so to do by a duly commissioned and regularly employed officer of **FLORENCE**, provided that the call does not conflict with their then present duties within the Nation.
3. **FLORENCE**, through its duly designated and employed law enforcement officer(s), agrees to assist and aid the **NATION** within the boundaries of Florence Village in Pinal County, Arizona, when called upon so to do by a duly commissioned and regularly employed officer of the **NATION**, provided that the call, including 911 calls, does not

conflict with their then present duties. Officers of **FLORENCE** may respond to 911 calls received directly from Florence Village residents. **FLORENCE** officers shall assist in law enforcement for the **NATION** in relation to all crimes set forth in the Nation's Criminal Code.

4. In addition, **FLORENCE** officers who are deputized by the Bureau of Indian Affairs with a Special Law Enforcement Commission, and have been trained by the **NATION**, shall provide police services within Florence Village to the same extent as they provide police services in the town of Florence.

5. Upon the duly authorized request of a law enforcement officer of **FLORENCE** to a law enforcement officer of the **NATION** for aid, the officer of the **NATION** shall assist in law enforcement for **FLORENCE** in relation to all offenses defined as crimes by the State of Arizona.

6. The **NATION** agrees to hire and pay the entire salary of the tribal police officer(s) without compensation from **FLORENCE**, and **FLORENCE** agrees to hire and pay the entire salaries of the duly commissioned officer(s) of **FLORENCE** without compensation from the **NATION** in the exercise of any of the provisions of this **AGREEMENT**.

7. Officers of either party shall have the authority to make arrests within the jurisdiction of the other party and to book the suspect in the detention facility of either jurisdiction. The **NATION** will provide its booking forms to **FLORENCE** for this purpose. **FLORENCE** shall notify the **NATION** immediately of such an arrest and booking and the **NATION** shall as soon as possible send an officer to take custody of the suspect. In no event shall **FLORENCE** be required to detain a suspect under this agreement more than twenty four (24) hours. If the **NATION** does not pick up such suspect within twenty four (24) hours, **FLORENCE** shall release the suspect.

8. Nothing contained herein shall be construed as an employment contract of individual officers of either **FLORENCE** or the **NATION** by the other, and when an officer of either party acts under the authority or on behalf of the other party, it shall be under the direct control and supervision of the party having jurisdiction of the offense, except as otherwise specifically provided herein.

9. This Agreement may be canceled or terminated by either party at any time upon thirty (30) days prior written notice by certified mail; notices are to be addressed to: Chief of Police Daniel Hughes, Florence, Arizona, on behalf of **FLORENCE** and to the **NATION**, notices shall be addressed to: Chief of Police Joseph Delgado, Tohono O'odham Nation, Sells, Arizona. The provisions of this agreement may be amended only upon mutual written agreement of both parties.

10. This Agreement shall become effective ten (10) days after the filing of this Agreement with the Secretary of State and after proper approval by the Town of Florence and the Tohono O'odham Legislative Council.

11. Nothing in this Agreement shall be construed to cede any jurisdiction of either party or to waive any immunities from suit or any other immunity possessed by a party.

**IN WITNESS WHEREOF**, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

TOHONO O'ODHAM NATION

TOWN OF FLORENCE, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Ned Norris, Jr.  
Chairman  
Tohono O'odham Nation

By: \_\_\_\_\_  
Tom J. Rankin  
Mayor

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

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

ATTEST:

By: \_\_\_\_\_  
Lisa Garcia  
Town Clerk

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jonathan L. Jantzen  
Attorney General  
Tohono O'odham Nation

By: \_\_\_\_\_  
James E. Mannato  
Florence Town Attorney

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
SPECIAL MEETING MINUTES**

**SPECIAL MEETING MINTUES OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD TUESDAY, SEPTEMBER 25, 2012 AT 5:30 PM AT THE ANTHEM AT MERRILL RANCH SUN CITY UNION CENTER LOCATED AT 3925 NORTH SUN CITY BLVD., FLORENCE, ARIZONA 85132.**

**CALL TO ORDER**

Vice-Chairman Putrick called the meeting to order at 5:30 pm.

**ROLL CALL:**

Present: Putrick, Petty, Anderson, Reed.  
Absent: Wooley

**PLEDGE OF ALLEGIANCE**

Gilbert Olgin led the Pledge of Allegiance.

**CHAIRMAN AND VICE-CHAIR ELECTIONS FOR PLANNING AND ZONING COMMISSION 2012.**

Vice-Chair Putrick suggested staff delay the meeting once again to allow for Chairman Wooley to be present.

Mark Eckhoff, Community Development Director, stated that the elections have been delayed several times and therefore he spoke to Chairman prior to the Planning and Zoning Meeting. Chairman Wooley stated that he would accept any nominations for position of Chairman to Planning and Zoning Commission.

On the motion of Vice-Chair Putrick, seconded by Commissioner Reed, and carried to approve the election of Chairman Wooley to position of Chairman to the Planning and Zoning Commission.

On the motion of Commissioner Anderson, seconded by Commissioner Petty, and carried to approve the election of Vice-Chair Putrick to position of Vice-Chair of the Planning and Zoning Commission.

## PUBLIC HEARINGS

### NEW BUSINESS

#### CASE PZC-6-12-ORD

#### (TERRITORY SQUARE ZONING DISTRICT)

**PRESENTATION/DISCUSSION/RECOMMENDATION** on a Text Amendment application by the Town of Florence to the Town of Florence Code of Ordinances, Title XV: Land Usage, Chapter 150 Development Code, amending Section 150.045 *Districts*, moving 150.056 *Planned Unit Development (PUD)* to a new Section 150.069, and adding Section 150.070 *Territory Square (TS)*. The proposed changes are related to the implementation of the North End Framework Vision Plan through the creation of a new Territory Square (TS) Zoning District.

Mark Eckhoff, Community Development Director, commented that The Territory Square Zoning District was developed to implement the North End Framework Vision Plan. The Territory Square Zoning District provides a clear and concise methodology as to future development expectations and requirements. The zoning and associated components are intended to help ensure that the intended vision meets the high expectations of the Town, property owners, and community members for the subject study area. Territory Square is an innovative mixed-use hybrid zoning district because it combines features of traditional Euclidian zoning with Form Based Code and SmartCode components. This approach is much different from the typical, more black and white, regulatory approach to zoning, which generally works well in most cases, but not with a highly innovative project such as Territory Square.

The Territory Square Zoning District document is organized as follows:

- The Transect and Regulatory Plan - General visual description of the anticipated built environment for this area as described from most urban to most rural.
- Land Use Groups (LUG's) Summary – Narrative descriptions of the zones associated with each section of the Transect. These sections represent Land Use Groups and associated characteristics of the built environment.
- Land Use Budget – Chart identifying the maximum number of housing units as well as non-residential maximum building square footage allowed within each Land Use Group.
- Function and Use – Identifies the spectrum of uses allowed in each Land Use Group.
- Land Use Group Summary – Narrative and pictorial description of the associated physical form within each LUG and typical lot characteristic development criteria.
- Frontage Types – Articulation of private and public frontage conditions for the range of LUG's.
- Build to Line – Description of areas within the Zoning District that will require build to line development.



- Open Space – Narrative and visual description of the range of civic open space opportunities within the LUG's.
- Design Guidelines – Design Guidelines within the Zoning District that articulates the anticipated quality and character of design.
- Use Glossary – Definition of terms.

The proposed changes to the Town Development Code would also create a Mixed Use District classification of zoning districts that would include the Town's existing PUD Zoning District and the proposed Territory Square Zoning District. Additionally, staff notes that this amendment in itself does not apply zoning to any properties or change zoning for any properties within the Town of Florence. Upon the hopeful adoption of a proposed 2012 Major General Plan Amendment for this site, staff hopes to work with the Territory Square property owners on applying the new zoning to their properties. Staff notes that we have had regular meetings with all property owners on this project to keep everyone up to date and engaged on all of the efforts involving the subject site.

Vice-Chair Putrick reiterated the comments made by the Director at the beginning of the meeting regarding an error on the posting for this public hearing. He also opened and closed the public hearing with no public comment.

**On motion of Commissioner Anderson, seconded by Commissioner Petty, and carried to send a favorable recommendation to Town Council on a Text Amendment application by the Town of Florence to the Town of Florence Code of Ordinances, Title XV: Land Usage, Chapter 150 Development Code, amending Section 150.045 *Districts*, moving 150.056 *Planned Unit Development (PUD)* to a new Section 150.069, and adding Section 150.070 *Territory Square (TS)*.**

## **NEW BUSINESS**

### **CASE PZC-20-12-MGPA (AGGREGATE RESOURCES)**

**PRESENTATION/DISCUSSION** on an application by the Town of Florence for a Major General Plan Amendment (MGPA) that proposes an update to the 2020 General Plan in order to be in compliance with Senate Bill 1598 and to have the Town's General Plan include map and text updates that reflect sources of currently identified aggregate resources. This request also intends to modify the language for the Land Use Overlay Areas section of the Land Use Element within the 2020 General Plan by creating and defining a new Aggregate Resources (AR) Overlay and including language that it will require a Major General Plan Amendment to apply the Overlay to the Future Land Use Map.

Mark Eckhoff, Community Development Director, spoke about revisions to State Statutes in 2011, specifically those enacted per SB 1598 that required General Plans to identify current sources of aggregate materials. The intent of the statutory revisions is to provide opportunities for communities and current/future aggregate producers to avoid unnecessary land use conflicts, ensure long-term availability of construction

materials and to achieve the highest and best land uses for these sites once aggregate mining ceases.

The Town of Florence has identified the locations of current aggregate operations within our Planning Area based on information collected from various State sources, including a database maintained by the Arizona State Mine inspector. Town staff also used Geographic Information Systems(GIS) system to help identify aggregate mining areas using aerial maps.

The Town of Florence 2020 General Plan includes a Land Use Overlay Areas section within the Land Use Element. It is within this area that the Town is proposing to add a new Aggregate Resources (AR) Overlay. Staff is proposing that the new AR Overlay be applied to sites within our Town's Planning Area where aggregate resources have been identified. All of the sites identified have been used for aggregate mining activities, though some sites have been idle during the recession.

The AR Overlay areas are shown on the Future Land Use Map (FLUM) and text within the Land Use Element supplements the FLUM in order to develop policies to preserve currently identified aggregate resource areas to support future development as well as to avoid incompatible land uses. The AR Overlay does not in itself grant approval of any existing aggregate resource operations, but merely identifies current aggregate resource operations. This use remains subject to all applicable Town regulations, including but not limited to those pertaining to the Community Development Department. It shall take a Major Amendment to add any additional Aggregate Resource areas to the FLUM. He also stated that this meeting was part of the Town's public participation process and this was a Public Hearing. He added action will be taken tonight on these MGPA cases.

Commissioner Reed commented that he would vote on this case because it is the law. He also mentioned there is a vision for Territory Square and he is in favor of the plan. However, with the north side of Florence having the potential mining of aggregate resources, then there is a potential copper mine on the west side of Town and then there are private prisons across the street; he questioned what developer would want to build residential here.

Mark Eckhoff, Community Development Director, commented that the Aggregate Resources provision of 1598 is a bit unusual but the State creates the laws and staff responds to them. As far as additional aggregate resources being developed, the applicants would have to do a new General Plan Amendment and obtain appropriate zoning approval. This Amendment merely identifies what exists today.

Vice-Chair Putrick opened and closed the public hearing with no public comment.

No motion or recommendation was taken on an application by the Town of Florence for a Major General Plan Amendment PZC-20-12-MGPA (Aggregate Resources).

**NEW BUSINESS**  
**CASE PZC-21-12-MGPA**  
**(MASTER PLANNED COMMUNITY)**

**PRESENTATION/DISCUSSION** an application by the Town of Florence for a Major General Plan Amendment (MGPA) that proposes to amend the Master Planned Community (MPC) land use designation and apply the MPC land use designation to the site known as the North End Framework Vision Plan study area, which is now also known as the Territory Square (TS) project area. Specific modifications are being proposed to the MPC text to allow for further flexibility in regards to its use and implementation, such as allowing for more than one master developer in a MPC and allowing a MPC to be matched with an alternative, hybrid zoning designation, such as that being proposed by the new Territory Square Zoning District. Also, this Major General Plan amendment proposes to eliminate text under Table 14.2 regarding the TS project area since it is no longer applicable.

Mark Eckhoff, Community Development Director, stated that the Town Council unanimously endorsed the North End Framework Vision Plan (NEFVP), a multi-faceted project that sought to develop a variety of planning, engineering and economic development enhancement strategies for an area along the Gila River in the core area of Florence, on June 20, 2011 per Resolution No. 1295-11.

The NEFVP identifies a series of ongoing tasks moving forward that would help to set the stage for future development. One specific recommendation was for the creation of a new, innovative hybrid zoning district unique to the NEFVP area, or Territory Square (TS) as we know the project today. The new zoning district, being proposed via a separate application, would serve as a critical implementation tool for this project. A matching tool for the zoning strategy is the Master Planned Community (MPC) land use designation defined in the Town's General Plan, however, that land use description required updating to fully work with the TS Zoning District and long term development plans.

This Major General Plan Amendment (MGPA) application proposes to amend the Master Planned Community (MPC) land use designation and apply the MPC land use designation to the TS site. The revised MPC land use designation shall be defined as follows (underline signifies new text and ~~strikethroughs~~ indicate deleted text):

**Master Planned Community (MPC)**

A Master Planned Community (MPC) category is provided on the General Plan Future Land Use Map. Various types of residential, commercial and office land uses may occur within the MPC, but all uses must be considered generally compatible with each other, as well as adjacent properties. Public/governmental, open space and parks/recreation uses may also occur within the MPC. Employment uses may occur within the MPC, but extra caution will be taken to ensure compatibility of employment land uses with adjacent and nearby residential areas.

The minimum size of the MPC shall be ~~640~~ 600 acres. Except as noted herein, all properties within the MPC shall be under the control of one master developer, have a Planned Unit Development (PUD) zoning classification and be subjected to a Development Agreement between the Town and master developer. It is noted that there may be scenarios due to economic circumstances, ownership changes and other factors where a MPC has more than one master developer. However, zoning, development agreements and other governing documents shall be utilized to ensure the intended cohesiveness of the MPC. The Territory Square project, as initially defined by the North End Framework Vision Plan, shall also be classified as a MPC; however, the uniqueness of the project may call for more than one master developer; there may be more than one Development Agreement governing the project area, the MPC could be applied prior to the adoption of a Development Agreement and a special hybrid Zoning District shall be implemented for Territory Square in place of a traditional PUD. Factors such as locations, uses, areas, intensities and densities within the MPC shall be flexible, providing land use decisions regarding said factors are guided by good planning principles, a PUD development guide or special hybrid Zoning District and the governing development agreement(s).

The MPC shall be represented on the Future Land Use Map by the designation of the MPC category and representative color. Designation of the MPC category shall occur through a Minor General Plan Amendment process, except where the MPC is proposed adjacent to the HI, MR or P land use category.

~~Currently, six MPC areas are shown on the General Plan Land Use Map: Anthem at Merrill Ranch, Dobson Farms, Merrill Ranch, Paloroso and Skyview Farms. It is understood that the General Plan cannot override entitlements that may have been previously granted to existing projects with PUD zoning and/or development agreements. For more detail on projects with the MPC land use designation, refer to the final approved documents for these projects.~~

Vice-Chair Putrick opened and closed the public hearing with no public comment.

Vice-Chair Putrick commented that the long range planning before the Commission was exciting and this Major General Plan Amendment was the future of Florence.

No motion or recommendation was taken on an application by the Town of Florence for a Major General Plan Amendment PZC-21-12-MGPA (Master Planned Community).

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

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

No public comment.

**CALL TO THE COMMISSION**

Commissioner Anderson thanked everyone for showing up to the meeting and he truly appreciated all the support.

**ADJOURNMENT**

**Vice-Chairman Putrick adjourned the meeting at 6:13 pm.**

X 

**Vice-Chairman Putrick**

**MINUTES OF THE TOWN OF FLORENCE REDEVELOPMENT COMMISSION HELD ON TUESDAY, DECEMBER 18, 2012 AT 6:00 P.M. AT THE TOWN OF FLORENCE COUNCIL CHAMBERS, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA**

**CALL TO ORDER:**

Chairman Speck called the meeting to order at 6:10 pm.

**ROLL CALL:**

Present: Kelly, Kizer, Cartier-Bresson, Speck

Absent: Kilvinger

**CALL TO THE PUBLIC**

There are no public comments.

**MINUTES**

**Approval of the minutes for the October 30, 2012, meeting.**

On motion of Commissioner Kelly, seconded by Commissioner Kizer, and carried to approve the minutes of the October 30, 2012 meeting.

**NEW BUSINESS**

**Discussion: Florence Economic Development Logo Design**

Mr. Scott Bowles, Economic Development Coordinator, stated that Jared Bartlett, RSN8 Media, has been performing a new website for the Town of Florence as well as the Economic Development website. He presented the Commissioner with some logo concepts and asked the Commissioners opinions on each.

Mr. Bowles described the first logo which is blue with the Pinal County Courthouse logo in the middle and says "Building New Opportunities".

Commissioner Kelly stated that she liked it; however, she isn't sure if it represents economic development and the Courthouse represents Pinal County and not necessarily Florence.

Chairman Speck stated that it was very striking and she liked it. She said even though the Courthouse is owned by Pinal County, it is very well known to be part of Florence.

Commissioner Kizer stated she really liked it; however, it is a little dark.

Commissioner Cartier-Bresson stated that she liked it and liked the star burst coming out from the top of the County. It is like brand new beginnings when you see new opportunities and possibilities. It is too dark with the black and blue.

Mr. Bowles described the second logo and stated it looks like a button. The logo is simple and could be replicated on several items.

Commissioner Kelly stated that she didn't like the graphic. She likes the simplicity of it as well as the text, but it doesn't offer anything.

Commissioner Cartier-Bresson concurred with Commissioner Kelly.

Mr. Bowles said the third logo is a seal; and the image in the middle is for illustrative purposes only. The saying on the loo is "Building New Opportunities" which identifies with the industrialism of Florence. The inspiration of this seal is from the illustrative work of Diego Rivera, which was very big in the industrialism.

Commissioner Cartier-Bresson doesn't see Florence as a town of industries. She said Florence is about community.

Commissioner Kelly thinks of Diego Rivera as agriculture, and Florence has a lot of agriculture in the area. She said the colors are too dark.

Commissioner Cartier-Bresson she agrees with agriculture.

Mr. Bowles inquired if they liked the motto of "Building New Opportunities.

The consensus of the Commissioners is that they like the motto.

Mr. Bowles presented the fourth logo which is identical to the third logo; however, the color scheme is different.

The consensus of the Commissioners is that they like the lighter color scheme, as presented in the fourth option.

Commissioner Kelly stated that she likes the Courthouse.

Mr. Bowles stated that the Management Team does not like the Courthouse. He said the Courthouse is the most prominent building that Florence has. He said it may be over-used.

Commissioner Cartier-Bresson said on Wikipedia showcases Florence as the County seat.

Commissioner Kelly stated that she loves the Courthouse, but it is indicative of Pinal County.

Mr. Bowles said that the Silver King may be a good option for the picture on the seal.

Chairman Speck said that Florence is the County seat and perhaps it can be woven into the seal somehow.

Mr. Bowles presented the final option which has a rustic, western feel.

Commissioner Kelly said it looks like a sheriff's seal. She doesn't like anything about it all. She said the image is not clear that it is a spur.

Commissioner Cartier-Bresson stated that she doesn't like it at all. She said if it is too western, and how will they promote growth for something modern. She doesn't want Florence to be boxed in as a western Town.

Commissioner Kizer stated some type of western theme could work.

Mr. Bowles discussed the comments received by the Management Team. He inquired what their top two choices were.

The commissioners identified their preferences.

Mr. Bowles stated that they should have the website up in February 2013.

**Discussion/Approval/Disapproval: Recommendation to Town Council to form Florence Economic Development Commission, which will include expansion to seven-member board and expanded duties outside of the Redevelopment Area**

Mr. Bowles stated that this topic was discussed in Augusts and now it is being resurrected. He has discussed this with the Town Attorney regarding any legal concerns, and the attorney stated that the concern is if the Town Council feels this is something they want. He said the Council wants the Redevelopment Commission to grow, to be more active, and to be more involved in things that are outside the Redevelopment Commission's scope. He said they need a work shop to discuss the roles and responsibilities better. He said the Redevelopment Commission is limited to the redevelopment area, and described the location of the area.

Mr. Bowles stated that the Redevelopment Commission can only focus on redevelopment issues. He explained what an economic commission can do, their boundary, and that they are an advisory board. He provided an example of the duties that may be included in the Town Code, which include:



## POWERS AND DUTIES

- a. The Economic Development Commission shall provide recommendations on economic development policy and offer suggestions on what would serve the public benefit and long-term good for the citizens and businesses of Florence.
- b. The Commission shall elect the Chair and Vice-Chair on an annual basis at the end of each 12-month calendar cycle.
- c. The Economic Development Commission shall advise the Town Council on essential policies, rules, regulations and other matters relating to economic development within the Town of Florence. It shall make recommendations to the Mayor and Town Council on economic development issues, including, but not limited to: economic development goal setting; policy recommendation; strategic planning; marketing analysis for future business recruitment; and redevelopment and retention/expansion activities. All studies, reviews, recommendations and plans shall be advisory only and shall not be binding upon the final actions of the Florence Town Council.
- d. The Economic Development Commission shall also act as the Florence Redevelopment Commission, as necessary, to carry out the duties and responsibilities outlined in A.R.S. § 36-1476.
- e. The Commission shall appoint any committee as deemed necessary to carry out the goals of the Commission.
- f. The Commission shall develop an annual program of work and receive approval of this program at the start of each new fiscal year.

Mr. Bowles said if approved by the Redevelopment Commission, it will suspend the Redevelopment Commission and would merge with the Economic Development Commission duties, according to A.R.S. Statutes. It would need to be approved by the Town Council and would require a change to Town Code. He said they would also need to add two members.

Chairman Speck asked Mr. Bowles to repeat the duties.

Mr. Bowles said the Commission would provide recommendations on economic policy to Town Council. He said economic development is the physical measuring of commerce in a given area. He said the duties would not be all-inclusive of what is previously listed. He said the following are needed: strategic plans and goals; policies are needed to encourage economic development; future business recruitment; present opportunities; development retention and expansion activities; and retention and expansion of existing businesses.

Mr. Bowles said other duties could include website development, content management, grocery store study, as well as anything they can link to positive economic development.

He said his goals are to get the Town Council to make very deliberate goals and objectives towards economic development.

Chairman Speck inquired how they can educate themselves to make this body work efficiently and quickly.

Mr. Bowles stated that Queen Creek would be the model that he would use as a basis. He said Council's direction is much needed. There needs to be deliberate plans and actions.

Chairman Speck asked if they could place pressure on the Main Street landlords to do something with their properties. The Main Street is vacant. She inquired what groups would they work with.

Mr. Bowles said it is dependent on how the Council chooses to move forward. He said any economic tool or resource is at the Commissioners disposal. He explained the difference between redevelopment development and economic development.

Commissioner Kelly inquired if the Board will have more business oriented individuals on the Board.

Mr. Bowles said they will include higher education, finance, and marketing. He said they already have a very good cross section of people.

Commissioner Cartier-Bresson said she has extensive experience in marketing and explained her experience.

Chairman Speck would like to include someone with medical experience.

Mr. Bowles said the terms will be the same, and could not serve a term more than eight years. Legal would have to review and approve prior to it going to Council. It would need to have a few public hearings with the Town Council and then to Council for consideration. This may be presented to Council in February; however, it is dependent on the recruitment of the Town Manager's position. He said Council is aware that they need to provide direction to the Redevelopment Commission. As an Economic Development Commission, you would be able to give direction to Council.

On motion of Commissioner Cartier-Bresson, seconded by Commissioner Kelly, and carried to recommend to Town Council to form Florence Economic Development Commission, which will include expansion to seven-member board and expanded duties outside of the Redevelopment Area.

## **Discussion: Downtown Redevelopment Fund**

Mr. Bowles said the fund is from a quarter cent sales tax in the Anthem area, per an agreement that the Town had with Pulte. He discussed the expenditures which included: HVAC service, postage and signage.

Discussion occurred on the Silver King facility.

Mr. Bowles said the Commission can choose a project to work on with the funds. He said that an IDA member is considering various projects for the IDA to work on. One project for consideration is Community Development's consideration of another monument sign on the northeast corner of the lot. He said they will be placing a monument sign on the Butte and Main Street. He said it is cost effective to do the signs at the same time. He briefly explained what the sign would entail and would cost approximately \$15,000.

Discussion occurred on the Courthouse picture on the sample of the monument sign.

Commissioner Kelly inquired how long this account is been in existence and how fast it is replenished.

Mr. Bowles said did not know when the account was opened. He said the money is replenished based on sales in the Anthem area.

Commissioner Cartier-Bresson inquired if they spent \$15,000, how long it will take to replenish the money.

Mr. Bowles said he can get a historical ledger that can give them some insight how often money is being generated.

Commissioner Cartier-Bresson would like to know how far out the development will be on Hunt Highway in the Anthem area.

Commissioner Kizer inquired about signage on the south end of Town along SH79 and Main Street.

## **CALL TO THE BOARD**

Commissioner Kizer would like the worst buildings on Main Street to be identified that need the most work. She would like to know if there is some type of rating system for measuring the severity of the buildings. She would like to target a building as a project.

Chairman Speck said it would be a toss-up between two buildings.

Mr. Bowles gave a brief description of buildings that are not habitable and require work. He discussed condemnation and eminent domain and will provide the Commissioners a listing of the buildings.

Chairman Speck inquired if Ken Barber is working on SH 79. In the past, Mr. Barber discussed building a gas station and the car wash on SH79.

**ADJOURNMENT:**

On motion of Commissioner Kizer, seconded by Commissioner Kelly, and carried to adjourn the meeting at 7:20 p.m.

  
\_\_\_\_\_  
**Sharon Speck, Chairman**