#### 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, JUNE 17, 2013, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

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

- 3. INVOCATION PERFORMED BY BISHOP RYAN MICHAEL, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.
- 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. MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD.
  - a. Public Hearing to receive public comment on the Merrill Ranch Community Facilities District No. 1 Budget; and for Discussion and Possible Adoption of Resolution No. MRCFD1 124-13: A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, FLORENCE ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2013-2014.
  - b. Public Hearing to receive public comment on Merrill Ranch Community Facilities District No. 1 Property Tax Levy; and Second Reading of Ordinance No. MRCFD1 110-13: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2014 (First Reading June 3, 2013).

- c. Resolution No. MRCFD1 125-13: Discussion and Possible Adoption of A RESOLUTION OF THE DISTRICT BOARD OF MERRILL COMMUNITY FACILITIES DISTRICT NO. 1 APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH AMENDMENT AND WAIVERS UNITS 2 AND 9A) FOR DISTRICT (ASSESSMENT AREA SIX **FINANCING** DEVELOPMENT. PARTICIPATION INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1); AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT WHICH INCLUDES IDENTIFYING THE PUBLIC INFRASTRUCTURE OF THE PROJECTS, THE AREAS TO BE BENEFITTED, THE EXPECTED METHOD OF FINANCING AND THE SYSTEM OF PROVIDING REVENUES TO OPERATE AND MAINTAIN THE PROJECTS. ALL AS PROVIDED IN SUCH REPORT; APPROVING SUCH FEASIBILITY REPORT AND RESOLVING THE INTENT THEREFOR; ORDERING THE WORK WITH RESPECT THERETO: APPROVING THE ASSESSMENT DIAGRAM AND METHOD ASSESSMENT WITH RESPECT TO ASSESSMENT AREA SIX AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT.
- 7. MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD.
- 8. MOTION TO ADJOURN TO MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD.
  - a. Public Hearing to receive public comment on Merrill Ranch Community Facilities District No. 2 Budget; and for Discussion and Possible Adoption of Resolution No. MRCFD2 224-13: A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, FLORENCE ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2013-2014.
  - b. Public Hearing to receive public comment on Merrill Ranch Community Facilities District No. 2 Property Tax Levy; and Second Reading of Ordinance No. MRCFD2 209-13: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2014. (First Reading June 3, 2013)
- 9. MOTION TO ADJOURN FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD.

#### 10. ADJOURN TO A SPECIAL MEETING

a. Public Hearing to receive citizen comments on the Fiscal Year 2013-2014 Budget and for Discussion/Approval/Disapproval of Resolution No. 1397-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2013-2014.

#### 11. ADJOURN FROM A SPECIAL MEETING

#### 12. PUBLIC HEARINGS AND PRESENTATIONS

- a. Public Hearing to receive public comments on property tax levy and for Second Reading of Ordinance No. 596-13: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE, SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2013.
- b. Public Hearing and Discussion/Approval/Disapproval of forwarding a recommendation to the Arizona Department of liquor Licenses and Control on Able Clare Hollie's (Dollar General Store #7336) application for a New Series 10 Liquor License located at 495 N. Pinal Parkway, Suite 10, Florence Arizona.
- c. Retirement Award presented to Becki Guilin, Finance Director, for 19 years of dedicated service.
- d. Presentation by Greater Florence Chamber of Commerce recognizing the Business of the Month.
- 13. 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. \*Ratification of an Application for Wine Festival License/Wine Fair License for the Windmill Winery to hold a wine tasting at the Freedom Fest at Heritage Park, on July 4, 2013, from 4:00 p.m. to 8:30 p.m.
  - b. \*Resolution No. 1401-13: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE SERVICE AGREEMENT BETWEEN SMARTWORKSPLUS, INC. AND THE TOWN OF FLORENCE EFFECTIVE 07/01/2013 FOR A FIVE YEAR TERM.
  - c. \*Authorization to enter into an Employment Agreement with Town Manager, Charles A. Montoya.
  - d. \*Authorization to enter into an Employment Agreement with the Town Attorney, James E. Mannato.

- e. \*Authorization to enter into an Employment Agreement with the Town Magistrate, Katherine Kaiser.
- f. \*Appointment of Judy Hughes to the Florence Industrial Development Authority Board, with a term to expire December 31, 2013.
- g. \*Authorization to award the purchase of fire equipment for new ladder truck to LN Curtis in an amount not to exceed \$118,883.03.
- h. \*Authorization to purchase extrication equipment for new ladder truck to Municipal Emergency Services, Inc. in an amount not to exceed \$100,245.00.
- i. \*Ratification of FY 2013 Operation Stonegarden grant application submitted June 7, 2013 and adoption of Resolution No. 1404-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY.
- j. \*Approval of the May 13 and May 20, 2013, Town Council minutes.
- k. \*Receive and file the following board and commission minutes:
  - i. November 28, 2013 Historic District Advisory Commission minutes
  - ii. March 20 and April 17, 2013 Joint-Use Library Advisory Board minutes
  - iii. February 7 and 21, 2013 Planning and Zoning Commission Minutes

#### 14. UNFINISHED BUSINESS

a. Discussion/Approval/Disapproval of execution of the Intergovernmental Agreement with Arizona Department of Transportation for the design of a roundabout at the intersection of SR 287 and SR 79b.

#### **15.NEW BUSINESS**

- a. Resolution No. 1402-13: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE FY2013-2014 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS, AND DECLARING AN EMERGENCY.
- b. Discussion/Approval/Disapproval of amending the Disposal Agreement with Johnson Utilities Company, dated April 7, 2003, in order to provide transfer station services for residents.

- c. Discussion/Approval/Disapproval to authorize the Town Manger to enter into a contract to purchase APN 200-41-0170 (Ophelia A. Padilla Living Trust property) for an amount of \$32,500.00 and to complete all documents related to this conveyance.
- 16. MANAGER'S REPORT
- 17. CALL TO THE PUBLIC
- **18. CALL TO THE COUNCIL**
- 19. 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 14<sup>th</sup> DAY JUNE 2013, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT <u>WWW.FLORENCEAZ.GOV</u>.

\*\*\*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 PO SSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\*



# Community Facilities District No. 1 District Action Form

#### <u>AGENDA ITEM</u> 6a.

Meeting Date: June 17, 2013

FOLINDED ING	District Action Form	ou.
MEETING DATE: Jui	ne 17, 2013	<ul><li>☑ Action</li><li>☐ Information Only</li></ul>
<b>DEPARTMENT:</b> Finan	<ul><li>☑ Public Hearing</li><li>☑ Resolution</li></ul>	
STAFF PRESENTER:	Becki Guilin, District Treasurer	☐ Ordinance ☐ Regulatory
SUBJECT: Resolution	n No. MRCFD1 124-13, Adoption of	☐ 1 <sup>st</sup> Reading☐ 2 <sup>nd</sup> Reading☐ Other☐

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

Public Hearing to receive public comment on the Merrill Ranch Community Facilities District No. 1 Budget; and for discussion and possible adoption of Resolution No. MRCFD1 124-13: A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, FLORENCE, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2013-2014.

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

The budget has been presented to the District Board for Community Facilities District No. 1. The budget has been advertised according to requirements. No change has been made to the expenditure amounts.

#### **FINANCIAL IMPACT:**

The budget for Fiscal Year 2013-2014 is estimated to be \$3,728,283 in expenditure for Capital Improvements, Debt Service and Administrative costs.

#### **STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution No. MRCFD1 124-13; adopting the budget as reflected in Exhibits A-E.

#### **ATTACHMENTS**:

Resolution No. MRCFD1 124-13 Exhibits A-E

Subject: Resolution No. MRCFD1 124-13-Final Budget Adoption

Page 1 of 1

#### **RESOLUTION NO. MRCFD1 124-13**

A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, FLORENCE, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2013-2014.

**BE IT RESOLVED** by the District Board of the Merrill Ranch Community Facilities District No. 1, Town of Florence, Arizona as follows:

WHEREAS, in accordance with the provisions of Title 42, Sections 17102, 17103, 17104, and 17105, A.R.S., the District Board did, on June 17, 2013 make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenue from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Merrill Ranch Community Facilities District No. 1, Town of Florence; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the District Board met on June 17, 2013 which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures of tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Merrill Ranch Community Facilities District No. 1 would meet on June 17, 2013, at the office of the District Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

**WHEREAS,** it appears that the sum to be raised by taxation, as specified therein, does not in the aggregate amount exceed that amount as computed in Title 42 Section 17105 A.R.S.;

**NOW, THEREFORE BE IT RESOLVED** by the Merrill Ranch Community Facilities District Board No. 1 of the Town of Florence, Arizona, as follows:

#### Section 1. ADOPTION OF BUDGET

That the Said estimates of revenue and expenditures shown on the accompanying exhibit, marked as Exhibit "A-E", as now increased, reduced, or changed by the District Board and the same are hereby adopted as the budget of the Merrill Ranch Community Facilities District No. 1, Town of Florence, Arizona for the Fiscal Year 2013-2014.

**PASSED AND ADOPTED** on the 17 day of June, 2013.

	Tom J. Rankin, District Chairman
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, District Clerk	James E. Mannato, District Attorney

#### **INSTRUCTIONS**

#### BEFORE USING THE ENCLOSED SCHEDULES, PLEASE COMPLETE THE FOLLOWING:

Enter the City/Town Name: L RANCH COMMUNITY FACILITIES DISTRIC

The steps below will help populate the attached schedules with the appropriate dates. The "current year" is the fiscal year in which the city/town is operating, and the "budget year" is the fiscal year for which the city/town is budgeting and that immediately follows the current year.

1.	Select the Current Year	2013
2.	Select the Budget Year	2014

## OFFICAL BUDGET FORMS MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

Fiscal Year 2014

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

#### **TABLE OF CONTENTS**

#### Fiscal Year 2014

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Summary of Tax Levy and Tax Rate Information

Schedule C—Summary by Fund Type of Revenues Other Than Property Taxes

Schedule D—Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Summary by Department of Expenditures/Expenses Within Each Fund Type

Schedule F—Summary by Department of Expenditures/Expenses

### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary Schedule of Estimated Revenues and Expenditures/Expenses Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES ** 2013	FUND BALANCE/ NET ASSETS*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	-	INANCING 114 <uses></uses>	_	TRANSFERS	TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Primary:	-	00011020	100207		100.	-	-
1. General Fund	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
				Secondary:							
2. Special Revenue Funds	66,100	99,484	157,759	40,193	2,408					200,360	48,303
3. Debt Service Funds Available	1,583,716	736,552	1,806,876	435,426	368,116					2,610,418	1,607,213
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	1,583,716	736,552	1,806,876	435,426	368,116					2,610,418	1,607,213
6. Capital Projects Funds	1,726,100	335,396	1,322,815		753,800					2,076,615	2,072,767
12. TOTAL ALL FUNDS	\$ 3,375,916	\$ 1,171,432	\$ 3,287,450	\$ 475,619	\$ 1,124,324	\$	\$	\$	\$	\$ 4,887,393	\$ 3,728,283

EXPENDITURE LIMITATION COMPARISON	2013	2014
Budgeted expenditures/expenses	\$3,375,916	\$3,728,283
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	3,375,916	3,728,283
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$3,375,916	\$3,728,283
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

<sup>\*</sup> Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

<sup>\*\*</sup> Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

<sup>\*\*\*</sup> Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary of Tax Levy and Tax Rate Information Fiscal Year 2014

			2013		2014
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$		\$	
2.	Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$			
3.	Property tax levy amounts				
	A. Primary property taxes	\$		\$	
	B. Secondary property taxes		478,493		475,619
	C. Total property tax levy amounts	\$	478,493	\$	475,619
4.	Property taxes collected*				
	<ul> <li>A. Primary property taxes</li> <li>(1) Current year's levy</li> <li>(2) Prior years' levies</li> <li>(3) Total primary property taxes</li> </ul>	\$ \$			
	B. Secondary property taxes (1) Current year's levy (2) Prior years' levies (3) Total secondary property taxes	\$ \$	433,493 433,493		
	C. Total property taxes collected	\$	433,493		
5.	Property tax rates				
	<ul> <li>A. City/Town tax rate</li> <li>(1) Primary property tax rate</li> <li>(2) Secondary property tax rate</li> <li>(3) Total city/town tax rate</li> </ul>		3.5500 3.5500		3.5500 3.5500
	B. Special assessment district tax rates Secondary property tax rates - As of the date to	ecial a aining	oposed budget wa ssessment distric	ts f	orepared, the for which secondary

<sup>\*</sup> Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary by Fund Type of Revenues Other Than Property Taxes Fiscal Year 2014

SOURCE OF REVENUES		ESTIMATED REVENUES 2013	_	ACTUAL REVENUES* 2013		ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS						
Administration	\$_	2,504	\$_	500	\$	2,408
	\$	2,504	\$	500	\$	2,408
Total Special Revenue Funds	\$_	2,504	\$_	500	\$	2,408
* Includes actual revenues recognized on the modi prepared, plus estimated revenues for the remain			asis	as of the date the p	ropo	sed budget was
DEBT SERVICE FUNDS						
MRCFD No. 1	\$_	513,433	\$_	854,372	\$_	368,116
	\$	513,433	\$	854,372	\$	368,116
Total Debt Service Funds	\$_	513,433	\$_	854,372	\$_	368,116
CAPITAL PROJECTS FUNDS						
MRCFD No. 1	\$_	1,829,000	\$_	1,091,400	\$	753,800
	\$	1,829,000	\$	1,091,400	\$	753,800
Total Capital Projects Funds	\$_	1,829,000	\$_	1,091,400	\$_	753,800
<ul> <li>Includes actual revenues recognized on the modi prepared, plus estimated revenues for the remain</li> </ul>			asis	as of the date the p	ropo	sed budget was
TOTAL ALL FUNDS	\$_	2,344,937	\$_	1,946,272	\$	1,124,324

<sup>\*</sup> Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers Fiscal Year 2014

	OTHER	R FINANCING 2014		INTERFUND TRANSFERS 2014			
FUND	SOURCES	<uses></uses>		IN	<out></out>		
SPECIAL REVENUE FUNDS							
	\$	_ \$	\$_	\$			
Total Special Revenue Funds	\$	\$	\$	\$			
DEBT SERVICE FUNDS							
	\$	_ \$	\$_	\$			
Total Debt Service Funds	\$	\$	\$	\$			
CAPITAL PROJECTS FUNDS							
	\$	_ \$	\$_	\$			
Total Capital Projects Funds	\$	\$	\$_	\$			
TOTAL ALL FUNDS	\$	\$	\$	\$			

### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary by Department of Expenditures/Expenses Within Each Fund Type Fiscal Year 2014

FUND/DEPARTMENT		ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013		ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
SPECIAL REVENUE FUNDS	-		-		-		_
Administration	\$	66,100	\$		\$	99,484	\$ 48,303
Total Special Revenue Funds	\$	66,100	\$		\$	99,484	\$ 48,303
DEBT SERVICE FUNDS							
MRCFD No. 1	\$	1,583,716	\$		\$	736,552	\$ 1,607,213
Total Debt Service Funds	\$	1,583,716	\$		\$	736,552	\$ 1,607,213
CAPITAL PROJECTS FUNDS							
MRCFD No. 1	\$	1,726,100	\$		\$	335,396	\$ 2,072,767
Total Capital Projects Funds	\$	1,726,100	\$		\$	335,396	\$ 2,072,767
TOTAL ALL FUNDS	\$	3,375,916	\$		\$	1,171,432	\$ 3,728,283
			•		•		

<sup>\*</sup> Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



# Community Facilities District No. 1 District Action Form

#### AGENDA ITEM 6b.

☐ Other

TOUNDED 1866				
MEETING DATE: June 17, 2013	☐ Action			
	☐ Information Only			
<b>DEPARTMENT:</b> Finance	□ Public Hearing       □			
	☐ Resolution			
STAFF PRESENTER: Becki Guilin, District Treasurer	⊠ Ordinance			
STAFF PRESENTER: Decki Guillin, District Treasurer	☐ Regulatory			
	☐ 1 <sup>st</sup> Reading			
<b>SUBJECT:</b> Public Hearing On Property Tax Levy -Second	⊠ 2 <sup>nd</sup> Reading			

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

Reading of Ordinance No. MRCFD1 110-13

Open public hearing to receive citizen's comments on property tax levy and budget and second reading of Ordinance No. MRCFD1 110-13: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2014.

#### BACKGROUND/DISCUSSION:

A budget and property tax levy must be adopted each year for Community Facilities District.

The budget and property tax notification has been published in the local newspaper. The time and date for a public hearing has been set.

The District Board has authorized a secondary property tax levy for the payment of debt service, infrastructure and operations and maintenance of Community Facilities District No. 1. The current property tax rate is \$3.55 per \$100 of net assessed valuation.

The estimates for budget year 2013-2014 have been set forth. This year's budget includes anticipated revenues from assessments and secondary tax. Expenditures are included along with anticipated debt service and administrative expenses.

Pulte has estimated that this year special assessment bonds for units 17B, 9, and 22 will be issued in the amount of \$752,500. Special Assessment bonds are for local improvements.

Subject: Public Hearing Budget and Tax Levy-MRCFD1 Meeting Date: June 17, 2013

A secondary property tax levy is made for the payment of principal and interest on the General Obligation bonds that have been issued for the district. The General Obligation bonds are for regional improvements.

#### **FINANCIAL IMPACT**:

Total collections in revenues and prior year fund balance and bond proceeds are anticipated to fund all expenditures. A secondary property tax of \$3.25 per \$100/NAV estimated at \$435,426 for the general obligation bond debt service and an operations and maintenance levy of \$0.30 per \$100/NAV estimated at \$40,193 will be levied on this district for a total of \$3.55 per \$100/NAV or \$475,619.

Though Community Facilities Districts do no follow expenditure limitation, a budget must be prepared. Total expenditures, including anticipated bond proceeds, are estimated at \$3,728,283.

#### **STAFF RECOMMENDATION:**

Open public hearing to receive citizen's comments on property tax levy and budget.

#### **ATTACHMENTS:**

Ordinance No. MRCFD1 110-13
Budget Schedules A-E
Ad for Public Notice

Subject: Public Hearing Budget and Tax Levy-MRCFD1 Meeting Date: June 17, 2013

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

#### ORDINANCE NO. MRCFD1 110-13

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

WHEREAS, by the provision of State Law, the Ordinance levying a secondary property tax rate for the Fiscal Year 2013-2014 is required to be adopted no later than the third Monday in August; and

WHEREAS, the County of Pinal is now the assessing and collecting authority for the Merrill Ranch Community Facilities District No. 1, the District Clerk is hereby directed to transmit a certified copy of the Ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona;

**NOW, THEREFORE, BE IT ORDAINED** by the District Board of Merrill Ranch Community Facilities District No. 1 as follows:

**Section 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 1, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$3.25** on each one hundred dollars (\$100.00) for the purpose of providing debt service and enhanced municipal services, and **\$0.30** on each one hundred dollars (\$100.00) for operations and maintenance of the district, for a combined rate of **\$3.55** on each one hundred dollars (\$100.00) for the fiscal year ending on the 30<sup>th</sup> day of June 2014, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 2:** No failure by the officials of Pinal County, Arizona to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in

any manner affect the lien of the Town upon such property for the delinquent unpaid taxes thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

**Section 3:** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** The immediate operation of the Ordinance is necessary for the preservation of the public peace, health, and safety of the Merrill Ranch Community Facilities District No. 1, and an emergency is hereby declared to exist; and this Ordinance shall be in full force and effect from its passage and approval by the District Board and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED** by the District Board of Merrill Ranch Community Facilities District No. 1, Florence Arizona, the 1 day of July 2013.

	Tom J. Rankin, District Chairperson
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, District Clerk	 James E. Mannato, District Attorney

#### **INSTRUCTIONS**

#### BEFORE USING THE ENCLOSED SCHEDULES, PLEASE COMPLETE THE FOLLOWING:

Enter the City/Town Name: L RANCH COMMUNITY FACILITIES DISTRIC

The steps below will help populate the attached schedules with the appropriate dates. The "current year" is the fiscal year in which the city/town is operating, and the "budget year" is the fiscal year for which the city/town is budgeting and that immediately follows the current year.

1.	Select the Current Year	2013
2.	Select the Budget Year	2014

## OFFICAL BUDGET FORMS MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

Fiscal Year 2014

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

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### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary Schedule of Estimated Revenues and Expenditures/Expenses Fiscal Year 2014

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES*	ACTUAL EXPENDITURES/ EXPENSES **	ASSETS***	PROPERTY TAX REVENUES	TAXES	20	14	20	)14	TOTAL FINANCIAL RESOURCES AVAILABLE	BUDGETED EXPENDITURES/ EXPENSES
FUND	2013	2013	July 1, 2013**		2014	SOURCES	<uses></uses>	IN	<out></out>	2014	2014
1. General Fund	\$	\$	\$	Primary: \$	\$	\$	\$	\$	\$	\$	\$
				Secondary:							
2. Special Revenue Funds	66,100	99,484	157,759	40,193	2,408					200,360	48,303
3. Debt Service Funds Available	1,583,716	736,552	1,806,876	435,426	368,116					2,610,418	1,607,213
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	1,583,716	736,552	1,806,876	435,426	368,116					2,610,418	1,607,213
6. Capital Projects Funds	1,726,100	335,396	1,322,815		753,800					2,076,615	2,072,767
12. TOTAL ALL FUNDS	\$ 3,375,916	\$ 1,171,432	\$ 3,287,450	\$ 475,619	\$ 1,124,324	\$	\$	\$	\$	\$ 4,887,393	\$ 3,728,283

EXPENDITURE LIMITATION COMPARISON	2013	2014
Budgeted expenditures/expenses	\$3,375,916	\$3,728,283
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	3,375,916	3,728,283
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$3,375,916	\$3,728,283
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

Resolution No. MRCFD1 125-13

<sup>\*</sup> Includes Expenditure/Expense Adjustments Approved in <u>current year</u> from Schedule E.

<sup>\*\*</sup> Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

<sup>\*\*\*</sup> Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary of Tax Levy and Tax Rate Information Fiscal Year 2014

			2013		2014
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$		\$	
2.	Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$			
3.	Property tax levy amounts				
	A. Primary property taxes	\$		\$	
	B. Secondary property taxes		478,493		475,619
	C. Total property tax levy amounts	\$	478,493	\$	475,619
4.	Property taxes collected*				
	<ul> <li>A. Primary property taxes</li> <li>(1) Current year's levy</li> <li>(2) Prior years' levies</li> <li>(3) Total primary property taxes</li> </ul>	\$ \$			
	B. Secondary property taxes (1) Current year's levy (2) Prior years' levies (3) Total secondary property taxes	\$ \$	433,493 433,493		
	C. Total property taxes collected	\$	433,493		
5.	Property tax rates				
	<ul><li>A. City/Town tax rate</li><li>(1) Primary property tax rate</li><li>(2) Secondary property tax rate</li><li>(3) Total city/town tax rate</li></ul>		3.5500 3.5500		3.5500 3.5500
	B. Special assessment district tax rates Secondary property tax rates - As of the date to city/town was operating 2 special property taxes are levied. For information pertained their tax rates, please contact the city/town	ecial a aining	ssessment distric	ts f	for which secondary

<sup>\*</sup> Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary by Fund Type of Revenues Other Than Property Taxes Fiscal Year 2014

SOURCE OF REVENUES	_	ESTIMATED REVENUES 2013	_	ACTUAL REVENUES* 2013	_	ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS						
Administration	\$_	2,504	\$_	500	\$	2,408
	\$	2,504	\$	500	\$	2,408
Total Special Revenue Funds	\$_	2,504	\$_	500	\$	2,408
* Includes actual revenues recognized on the modi prepared, plus estimated revenues for the remain			asis	as of the date the p	ropo	sed budget was
DEBT SERVICE FUNDS						
MRCFD No. 1	\$_	513,433	\$_	854,372	\$_	368,116
	\$	513,433	\$	854,372	\$	368,116
Total Debt Service Funds	\$_	513,433	\$_	854,372	\$	368,116
CAPITAL PROJECTS FUNDS						
MRCFD No. 1	\$_	1,829,000	\$_	1,091,400	\$	753,800
	\$	1,829,000	\$	1,091,400	\$	753,800
Total Capital Projects Funds	\$_	1,829,000	\$_	1,091,400	\$	753,800
<ul> <li>Includes actual revenues recognized on the modi prepared, plus estimated revenues for the remain</li> </ul>			asis	as of the date the p	ropo	sed budget was
TOTAL ALL FUNDS	\$_	2,344,937	\$_	1,946,272	\$	1,124,324

<sup>\*</sup> Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers Fiscal Year 2014

	OTHER	R FINANCING 2014		INTERFUND TRANSFERS 2014			
FUND	SOURCES	<uses></uses>		IN	<out></out>		
SPECIAL REVENUE FUNDS							
	\$	_ \$	\$_	\$			
Total Special Revenue Funds	\$	\$	\$	\$			
DEBT SERVICE FUNDS							
	\$	_ \$	\$_	\$			
Total Debt Service Funds	\$	\$	\$	\$			
CAPITAL PROJECTS FUNDS							
	\$	_ \$	\$_	\$			
Total Capital Projects Funds	\$	\$	\$_	\$			
TOTAL ALL FUNDS	\$	\$	\$	\$			

### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 Summary by Department of Expenditures/Expenses Within Each Fund Type Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013		ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
SPECIAL REVENUE FUNDS		-		-		
Administration	\$ 66,100	\$		\$	99,484	\$ 48,303
Total Special Revenue Funds	\$ 66,100	\$		\$	99,484	\$ 48,303
DEBT SERVICE FUNDS						
MRCFD No. 1	\$ 1,583,716	\$		\$	736,552	\$ 1,607,213
Total Debt Service Funds	\$ 1,583,716	\$		\$	736,552	\$ 1,607,213
CAPITAL PROJECTS FUNDS						
MRCFD No. 1	\$ 1,726,100	\$		\$	335,396	\$ 2,072,767
Total Capital Projects Funds	\$ 1,726,100	\$		\$	335,396	\$ 2,072,767
TOTAL ALL FUNDS	\$ 3,375,916	\$		\$	1,171,432	\$ 3,728,283
		•		-		

<sup>\*</sup> Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

#### **MRCFD NO.1 Published Notice**

#### Merrill Ranch Community Facilities District No. 1 Notice of Public Hearing

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2013-2014 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATED TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Merrill Ranch Community Facilities District #1 of the operations and maintenance expenses of the District, the costs of capital improvements to financed by the voter-approved ad valorem tax levy, and the amount of all expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property of the District. Notice is further given of a Public Hearing will be held to discuss Resolution No. MRCFD1 124-13, a resolution of the CFD District Board of the Town of Florence, Arizona, adopting a budget for the Fiscal Year 2013-2014 including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. A copy of the proposed budget is available for public inspection at the Office of the District Treasurer in the Finance Department, located at 775 N. Main Street; the Community Library, located at 1000 S. Willow; and the Dorothy Nolan Senior Center, located at 330 N. Pinal Street.

The Public Hearing is held on June 17<sup>th</sup>, 2013 beginning at 6:00 P.M. The hearings take place in the council chamber at Florence Town Hall, located at 775 N. Main Street, Florence, Arizona 85132. The telephone number is (520) 868-7505.

Dated this 20<sup>th</sup> day of May, 2013

/s/ Charles Montoya

District Manager Merrill Ranch Community Facilities District #1

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

Please publish Notice of Public Hearing Publish: May 30, 2013



# Community Facilities District No. 1 District Action Form

#### AGENDA ITEM 6c.

MEETING DATE: June 17, 2013	<ul><li>☑ Action</li><li>☐ Information Only</li></ul>
<b>DEPARTMENT:</b> Finance	☐ Public Hearing ☐ Resolution
STAFF PRESENTER: Becki Guilin, District Treasurer	☐ Ordinance ☐ Regulatory
	☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading
SUBJECT: Resolution No. MRCFD1 125-13	Other

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

Resolution No. MRCFD1 125-13: Discussion and Possible Adoption of A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES NO. 1 APPROVING AND AUTHORIZING THE EXECUTION AND DISTRICT DELIVERY OF A SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX UNITS 2 AND 9A) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION (MERRILL RANCH COMMUNITY INTERGOVÉRNMENTAL AGREEMENT FACILITIES DISTRICT NO. 1); AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT WHICH INCLUDES IDENTIFYING THE PUBLIC INFRASTRUCTURE OF THE PROJECTS, THE AREAS TO BE BENEFITTED, THE EXPECTED METHOD OF FINANCING AND THE SYSTEM OF PROVIDING REVENUES TO OPERATE AND MAINTAIN THE PROJECTS. ALL AS PROVIDED IN SUCH REPORT: APPROVING SUCH FEASIBILITY REPORT AND RESOLVING THE INTENT THEREFOR: THERETO: WORK WITH RESPECT **APPROVING** ORDERING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA SIX AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT.

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

Formation of Merrill Ranch Community Facilities District No. 1 was approved on December 19, 2005 by the Town upon request of Merrill Owners and Pulte Homes Corporation, as the owner of all the land with the District upon formation. The District is located within the municipal boundaries of the Town.

The District is proposing assessments on Unit 2 and 9A in Merrill Ranch Community Facilities District No. 1. This unit does not have prior special assessments within the unit. This will be Assessment Area 6 in MRCFD #1.

The proposed assessments are related to local improvements within the assessment area.

The property is levied an ad valorem tax for regional improvements within MRCFD #2.

Subject: Resolution No. MRCFD No. 125-13 Meeting Date: June 17, 2013

Unit 2 and 9A are new sub-districts of Merrill Ranch Community Facilities District No. 1. The sub-district consists of 26.28 acres and is located in Assessment Area Six. Unit 2 is located off of Patriot Way south of Sun City Community Center. Unit 9A is along Independence Way between Spyglass Drive and Huntington Drive, in the south western portion of CFD 1.

Unit 2 and 9A within Merrill Ranch Community Facilities District No. 1 is being modified to 118 individual lots which have been platted. The modification transfers the liability to the individual lots allowing for these lots to be sold.

Street Improvements consist of engineering, street improvements, and storm drain and drainage structures identified within the Feasibility Report. Total cost of improvements is \$831,674.

### Assessment Area Six Projects Estimated Costs

- 1. Engineering \$201,093
- 2. Storm Drain 176,024
- 3. Street Improvements 454,557

Total Assessment Area Projects \$831,674

The street improvements are scheduled for completion as follows:

#### **Project Estimated Completion Date**

- 1. Engineering Completed
- 2. Storm Drain July 2013
- 3. Street Improvements September 2013

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

#### FINANCIAL IMPACT:

Each owner will be assessed \$3,500 per lot. Total assessment is estimated at \$413,000, Unit 2 - \$126,000 and Unit 9A - \$287,000. Bonds have a 25 year maturity with the first year being interest only and the principal amount amortized over the remaining 24 years. Average annual payments will be approximately \$330, split in to 2 payments of 1st-Interest only for 6 months, 2<sup>nd</sup>-Interest for 6 months and 1 full year of principal. This assessment area is being handled under the new provision in the statutes for payment of assessments. Bonding will occur at a later date.

#### **STAFF RECOMMENDATION:**

Adopt Resolution MRCFD No. 125-13.

Subject: Resolution No. MRCFD No. 125-13 Meeting Date: June 17, 2013

ATTACHMENTS:
Resolution No. MRCFD1 125-13 6<sup>th</sup>Amendment and Waivers Methodology of Assessment Feasibility Report Parcels by address

Subject: Resolution No. MRCFD No. 125-13 Page **3** of **3** 

Meeting Date: June 17, 2013

#### RESOLUTION NO. MRCFD1 125-13

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1)

A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 APPROV-ING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX - UNITS 2 AND 9A) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1); AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT WHICH INCLUDES IDENTIFYING THE PUBLIC INFRASTRUCTURE OF PROJECTS, THE AREAS TO BEBENEFITTED, EXPECTED METHOD OF FINANCING AND THE SYSTEM OF PROVIDING REVENUES TO OPERATE AND MAINTAIN THE PROJECTS, ALL AS PROVIDED IN SUCH REPORT; APPROVING SUCH FEASIBILITY REPORT AND RESOLVING INTENT THEREFOR; ORDERING THE WORK WITH RESPECT THERETO; APPROVING THE ASSESSMENT DIAGRAM WITH METHOD OF ASSESSMENT RESPECT ASSESSMENT AREA SIX AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT

BE IT RESOLVED BY THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 as follows:

#### 1. Findings.

a. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act"), and Section 9-500.05, Arizona Revised Statutes, the Town of Florence, Arizona (hereinafter called the "Municipality"), Merrill Ranch Community Facilities District No. 1 (hereinafter called the "District") and the owner of the portions of the real property included within the District affected hereby (hereinafter called the "Owner"), among other parties entered into a District Development,

Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 1), dated as of December 1, 2005, which has subsequently been amended by a First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, a Second Amendand Waivers (Assessment Area Two-Unit 54), dated November 1, 2008, a Third Amendment and Waivers (Assessment Area Three - Unit 17A), dated as of September 1, 2010, a Fourth Amendment and Waivers (Assessment Area Four - Unit 18), dated as of January 1, 2012, and a Fifth Amendment and Waivers (Assessment Area Five - Unit 17B), dated as of July 1, 2012 (as so amended hereinafter referred to as the "Original Development Agreement"), to specify, among other things, conditions, terms, restrictions and requirements for public infrastructure (as such term is defined in the Act) and the financing of public infrastructure, particularly with regard to the property which makes up the real property included within the District (hereinafter referred to as the "Property"), matters relating to the construction of certain public infrastructure by the District and the acceptance thereof by the Municipality.

b. It has been determined that the Original Development Agreement needs to be amended and subjected to certain waivers to reflect certain amendments and waivers necessary for the Original Development Agreement to serve the purposes hereof, and the district board of the District (hereinafter referred to as the "District Board") has determined to enter into a Sixth Amendment and Waivers (Assessment Area Six - Units 2 and 9A) for District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch

Community Facilities District No. 1), to be dated as of July 1, 2013 (hereinafter referred to as the "Sixth Amendment"), for such purpose.

- Further, pursuant to the Act, the District Board c. caused to be prepared a study of the feasibility and benefits of the projects relating to certain public infrastructure provided for in the General Plan of the District heretofore approved by the Municipality and the District, such study having included a description of certain public infrastructure to be acquired or constructed and all other information useful to understand the projects, a map showing, in general, the location of the projects, an estimate of the cost to construct, acquire, operate and maintain the projects, an estimated schedule for completion of the projects, a map or description of the area to be benefitted by the projects and a plan for financing the projects (hereinafter referred to as the "Report"). A public hearing on the Report was held on the date of, but prior to, the adoption of this Resolution, after provision for publication and mailing to the governing board of the Municipality of notice thereof as provided by law.
- d. Pursuant to Section 48-721, Arizona Revised Statutes, the District Board, by resolution and pursuant to the procedures prescribed by the Original Development Agreement as amended by the Sixth Amendment (as so amended, hereinafter referred to as the "Development Agreement"), may levy an assessment of the costs of the public infrastructure purposes as provided for in the Development Agreement and in the Report and with respect to the intent therefor and the ordering of certain work with respect thereto (hereinafter

referred to as the "Area Six Work") resolved in this Resolution on the area of the Property to be assessed for the costs and expenses thereof (hereinafter referred to as the "Area Six Assessed Property") based on the benefit determined by the District Board to be received by the Area Six Assessed Property, in each case as more fully described herein.

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

48-600 to 48-607, both inclusive, Arizona Revised Statutes and not as provided in Section 48-608, Arizona Revised Statutes.

- f. In the meantime, the District Board has determined that the installments of such special assessments so collected in such special fund shall be paid to the Owner for the costs of public infrastructure purposes until, if ever, the Bonds are issued for such purposes and that, until the Bonds are issued, such assessments shall bear interest, all as provided in the Development Agreement.
- The District Board, pursuant to the procedures q. Sections 48-576 through 48-589, Arizona prescribed by Statutes, as nearly as practicable, and the other procedures the District Board has provided in the Development Agreement, will cause to be levied an assessment of the costs of the Area Six Work (hereinafter referred to as the "Area Six Assessment") on the Area Six Property, and, in that respect, the Owner has waived certain matters and agreed to certain other matters with respect thereto pursuant to the Development Agreement, including as to the manner in which the Area Six Assessments are to be allocated as the Area Six Assessed Property is to be divided into more than one parcel and is to be prepaid and reallocated.
- h. Pursuant to this Resolution, the District Board (i) resolves its intent with respect to and orders the Area Six Work, (ii) determines that the Sixth Amendment should be executed and delivered and then, as provided in the Sixth Amendment, that the Bonds may be issued to represent the costs and expenses thereof,

- (iii) declares the Area Six Work to be of more than local or ordinary public benefit and that the costs and expenses thereof be assessed upon the Area Six Property and (iv) provides that the Area Six Work be performed under the provisions of the Act, the Development Agreement and the Report, the Area Six Assessed Property to be assessed and the Bonds to be issued being more fully described in the Development Agreement, the Report and this Resolution (hereinafter referred to as, collectively, the "Resolution of Intention Documents") to which reference is hereby made for such description.
- i. Pursuant to this Resolution, the District Board finds and determines that it had jurisdiction to order the Area Six Work and orders that the Area Six Work be done as described in the Resolution of Intention Documents and in accordance with the "Area Six Work Plans and Specifications" which are included in the Report. Pursuant to the Development Agreement, the Owners have waived or otherwise agreed to the satisfaction of, among other things, any publication, posting, protest or objection right or obligation or hearing right or obligation with respect to the Resolution of Indention Documents.
- j. There have been placed on file with the District Clerk and presented in connection herewith the proposed form of the Sixth Amendment.
- k. Willdan & Associates, Inc. (hereinafter called the "Assessment Engineers") have prepared and presented to the District Board (i) duplicate diagrams of the Area Six Assessed Property (hereinafter referred to as the "Diagram"), a form of such diagram

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

- 1. Pursuant to this Resolution, the Diagram and the Method of Assessment will be approved and adopted and the levy of the Area Six Assessments will be ordered. No direction will be given that demand be made on the owners of the Area Six Assessed Property so assessed for payment of the Area Six Assessments as such owners waived such right pursuant to the Development Agreement. The District Manager will levy and record the Area Six Assessments for the District and execute a warrant to the District Treasurer to collect the amounts with respect to the Assessment (hereinafter referred to as "Warrant"). Thereafter, the Warrant and the Area Six Assessments will be returned by the District Treasurer as prescribed by law. The certified list of unpaid amounts with respect to the Area Assessments will be filed with the District Clerk by the District Manager.
- 2. a. Approval of Sixth Amendment. The Sixth Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Chairperson of the District Board, with the advice of the District Manager and the District Counsel, shall authorize, the execution and delivery of the Sixth Amendment to be conclusive evidence of

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

- b. <u>Completion of Sixth Amendment</u>. The District Manager or his designee is hereby authorized to complete the Sixth Amendment by including the appropriate materials as necessary therein.
- c. <u>Execution of Sixth Amendment</u>. The Chairperson of the District Board, with the advice of the District Manager and the District Counsel, is hereby authorized and directed to execute, and the District Clerk to attest, the Sixth Amendment on behalf of the District.
- Report. Notice of the public hearing on the Report provided by the District Manager and attached hereto and marked as Exhibit "C" (hereinafter referred to as the "Notice") is hereby authorized and ratified in all respects as well as the mailing of the Report and the Notice to the governing body of the Municipality. The providing of the Notice as provided by law and as caused by the District Manager is hereby authorized and ratified.
- 4. a. <u>Preparation of Report</u>. The preparation of the Report is hereby ratified and confirmed. (Upon completion of a draft of the Report, the Report, marked in a conspicuous fashion "DRAFT," was submitted to the District Board and the Owner for their review and comment.)
- b. Approval of Report. After review of the Report and based on the public hearing held by the District Board on even date herewith and the mailing of the Report to the governing body of

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

- c. Resolving Intent. The District Board hereby declares (1) its intent as required by Section 48-715, Arizona Revised and for purposes of Section 48-721(A), Arizona Revised Statutes and as set forth in the Development Agreement, to take such actions as may be necessary to cause the contemplated by and set forth in the Report, including particularly the acquisition of the public infrastructure projects for the benefit of the areas described in the Report and the consummation of the expected method of financing and an appropriate system of providing revenues to maintain such projects, all as provided in the Report, and (2) that the Area Six Work shall result in proportionate, beneficial use, principally to the land with the geographical limits of the Area Six Assessed Property.
- Work, Plans and Specifications and Estimates. The public interest or convenience requires, and it is the intention of the District Board, to order the Area Six Work described in substantial form in the Report including the "Area Six Work Plans and Specifications" which are included in the Report (hereinafter referred to as, collectively, the "Area Six Work Plans and Specifications").

d.

- (2)The Area Six Work shall be performed substantially in accordance with the Act, the Development Agreement and the Report including the Area Six Work Plans and Specifications.
- The estimate of the cost and expense of the (3) Area Six Work included in the Report (hereinafter referred to as the

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

- e. Assessment Area. (1) The Area Six Work, in the opinion of the District Board, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of land comprising the Area Six Assessed Property, and the District Board hereby makes and orders the cost and expense of the Area Six Work chargeable upon the Area Six Assessed Property and hereby declares that the Area Six Assessed Property benefitted by the Area Six Work and to be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom, is described and bounded as so set forth.
- (2) The District shall not assess the costs and expenses of the Area Six Work which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the Area Six Assessed Property and if a portion of the costs and expenses of the Area Six Work is for the general public benefit, the District shall assess the respective lots, pieces and parcels of land located within the boundaries of the Area Six Assessed Property only that portion of costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the Area Six Assessed Property.
- f. <u>Public Property</u>. The District Board hereby declares that any lot belonging to the United States, the State of Arizona, the Municipality, a county, school district or any political subdivision or institution of the State of Arizona or county included

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

Execution and Delivery of Sixth Amendment. g. District Board hereby finds that the public convenience requires that the Sixth Amendment as described in the Report and the Development Agreement shall be executed and delivered to represent the cost and expenses of the Area Six Work and determine that the amounts payable pursuant to the Sixth Amendment be so payable under the provisions of the Act, in the name of the District, but payable only out of a special fund collected by the District from special assessments levied upon the lots, tracts, pieces and parcels of land included within the Area Six Assessed Property, in not to exceed twenty-five (25) annual installments from the assessment of Twenty-Five Dollars (\$25.00) or over remaining unpaid as of the date, subject to prepayment, all as provided by the Sixth Amendment. The principal amount payable pursuant to the Sixth Amendment shall not exceed \$752,500 which shall be equal to or less than the amount certified to the District Clerk as the amount of the Area Six Assessments remaining unpaid. The unpaid amounts of such assessments shall bear interest at rates not to exceed ten percent (10%) per annum from their date, payable on the first day of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement and that neither the District nor the Municipality is required to purchase delinquent land at sale if there is no other purchaser, as described in Title 48, Chapter 4, Article 2, Arizona Revised Statutes, save and except that the method of collection of such assessments shall be as provided in Sections 48-600 to 48-607, both inclusive, Arizona Revised Statutes and not as provided in Section 48-608, Arizona Revised Statutes.

- h. <u>Publication</u>. The publication of the Notice shall be in lieu of the posting and publication of this Resolution.
- i. <u>Waiver, Acceptance</u>. Pursuant to the Development Agreement, the Owner has waived any and all rights of the Owner to file (1) written protests against the construction of the Area Six Work or (2) objections to the extent of the Area Six Assessed Property. Such waivers are hereby accepted by the District Board, and the District Board is proceeding in reliance on such waivers.
- j. Ordering the Work. Based on the foregoing, the Area Six Work is hereby ordered in accordance with the Area Six Work Plans and Specifications and the Development Agreement.
- 5. a. Approval of Diagram. The Diagram, as prepared and presented to the District Board, is hereby approved by the District Board.
- b. <u>Approval of Method and Levy of Assessment</u>. The Method of Assessment, as prepared and presented to the District Board,

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

- c. <u>Certification and Delivery</u>. The District Clerk be and she hereby is authorized and directed to certify that the Diagram was approved by the District Board on this date, and after such certification the District Clerk be and she hereby is authorized and directed to deliver the Diagram to the District Manager.
- d. <u>Demand and Certification</u>. No demand shall be made on the owners of the Area Six Property so assessed for payment of the Area Six Property as such owners waived such right pursuant to the Development Agreement. The District Treasurer is directed to certify to the District Clerk that nothing was collected and that the Area Six Assessments remain unpaid in full.
- 6. a. <u>Assessments</u>. The amounts due pursuant to the Area Six Assessments and unpaid are and shall be a first lien on the Area Six Assessed Property so assessed, subject only to general property taxes and prior special assessments and shall be collected as prescribed by Sections 48-599 and 600, Arizona Revised Statutes, as nearly as practicable or such other procedures as the Board may prescribe. In the event of nonpayment of amounts due pursuant to the Area Six Assessments and, except as otherwise provided herein, the procedures for collection of delinquent amounts and sale of delinquent property prescribed by Sections 48-601 through 48-607, Arizona Revised

Statutes, apply, as nearly as practicable, except that neither the District nor the Municipality is required to purchase the delinquent land at the sale if there is no other purchaser.

- b. Obligations of Municipality. Nothing contained in this Resolution, the Development Agreement (specifically as amended by the Sixth Amendment) or any other instrument shall be construed as obligating the Municipality, except to the extent provided in such documents or instruments, or as incurring a charge upon the general credit of the Municipality nor shall the breach of any agreement contained in this Resolution, the Development Agreement or any other instrument or documents executed in connection therewith impose any charge upon the general credit of the Municipality.
- 7. a. Repeal of Resolution. After the Sixth Amendment is executed and delivered, this Resolution shall be and remain irrepealable until the unpaid principal amounts due thereunder and the interest thereon shall have been fully paid, canceled and discharged.
- b. <u>Severability; Amendment; Ratification</u>. (1) If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- (2) This Resolution may only be amended as provided by the terms of the Indenture.
- (3) All prior acts of the District Board, of the District Manager and of the District Treasurer with respect to all matters concerning the District Resolution, the Development Agreement,

the Report, the Resolution of Intention Documents, the Area Six Assessments, the Area Six Warrant and this Resolution are hereby ratified and confirmed.

 $\hbox{c.} \quad \underline{\text{Effective Date}}. \quad \hbox{This Resolution shall be effective immediately.}$ 

	PASSED	by	the	Dist	rict	Boar	rd	of :	Merrill	Ranch	Community
Facilities	Distric	t No	o. 1	this	17th	day	of	June	e, 2013.		

Chairperson, District Board, Merrill Ranch Community Facilities District No. 1

ATTEST:

District Clerk, Merrill Ranch Community Facilities District No. 1

APPROVED AS TO FORM:

District Counsel, Merrill Ranch Community Facilities District No. 1

#### ATTACHMENTS:

EXHIBIT A - Area Six Assessment Diagram

EXHIBIT B - Area Six Method of Assessment

EXHIBIT C - Form of Notice of Hearing on Report

\* \* \*

## EXHIBIT A

## AREA SIX ASSESSMENT DIAGRAM

When recorded, please return to:

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

SIXTH AMENDMENT AND WAIVERS

(ASSESSMENT AREA SIX - UNITS 2 AND 9A),

FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION

AND INTERGOVERNMENTAL AGREEMENT

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1)

THIS SIXTH AMENDMENT AND WAIVERS (ASSESSMENT SIX - UNITS 2 AND 9A), dated as of January 1, 2012 (hereinafter referred to as this "Amendment"), for DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1), dated as of December 1, 2005, as amended by the First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, the Second Amendment and Waivers (Assessment Area Two - Unit 54), dated as of December 1, 2008, the Third Amendment and Waivers (Assessment Area Three - Unit 17A), dated as of September 1, 2010, the Fourth Amendment and Waivers (Assessment Area Four - Unit 18), dated as of January 1, 2012, and the Fifth Amendment and Waivers (Assessment Area Five - Unit 17B), dated as of July 1, 2012 (as so amended hereinafter referred to as the "Agreement"), by and between Merrill Ranch Community Facilities District No. 1, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "District"), and Pulte Home Corporation, a corporation duly incorporated and validly existing pursuant to the laws of the State of Michigan and having an interest in certain property within the boundaries of the District (hereinafter referred to as the "Owner");

## $\underline{W}$ $\underline{I}$ $\underline{T}$ $\underline{N}$ $\underline{E}$ $\underline{S}$ $\underline{S}$ $\underline{E}$ $\underline{T}$ $\underline{H}$ :

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act"), and Section 9-500.05, Arizona Revised Statutes, the Town of Florence, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona; the District; the Owner; CMR/Casa Grande, LLC, a limited liability company duly organized and

validly existing pursuant to the laws of the State of Arizona and having an interest in certain property within the boundaries of the District; Roadrunner Resorts, LLC, a limited liability company duly organized and validly existing pursuant to the laws of the State of Arizona and having an interest in certain property within the boundaries of the District, and WHM Merrill Ranch SPE, LLC, a limited liability company duly organized and validly existing pursuant to the laws of the State of Delaware, entered into the Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

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

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

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

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

WHEREAS, subsequent to the execution and delivery of the Agreement, State law was amended to provide that the District may provide that the collection of installments of the Assessments be paid

to such owner for the costs of public infrastructure purposes, until the District Board of the District determined, if ever, that the Assessment Bonds for such purposes should be issued and that, until such Assessment Bonds are issued, the Assessments may bear interest at the rate specified by the District Board of the District, as all such terms are defined in the Development Agreement; and

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

WHEREAS, the Owner is the current fee owner of the Area Six Assessed Property (as such term is hereinafter defined), and there are no holders of any other interests, legal or equitable, in the Area Six Assessed Property; and

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

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

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

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

Section 1. (a) For all purposes of this Amendment, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section have the meanings assigned

to them in this Section and include, as appropriate, the plural as well as the singular, and otherwise the terms used herein have the meanings assigned to them in the Agreement:

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

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

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

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

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

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

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

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

"Assessment Collection Agreement" means the Community Facilities District Assessment Collection Agreement (Merrill Ranch Community Facilities District No. 1), dated as of September 1, 2009,

by and between the Treasurer of Pinal County, Arizona, and the District.

- (b) All references in this Amendment to designated "Exhibits," "Sections" and other subdivisions are to the designated Exhibits, Sections and other subdivisions of this Amendment as originally executed unless otherwise indicated.
- (c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Exhibit, Section or other subdivision.
- $\underline{\text{Section 2}}. \hspace{0.2cm} \textbf{(a)} \hspace{0.2cm} \text{Notwithstanding any provision of the } \\ \text{Agreement to the contrary, this Section shall apply to this Amendment } \\ \text{and, if ever issued, the Area Six Assessment Bonds to the exclusion of } \\ \text{any conflicting provision therein:} \\ \\$
- Subject to reduction as provided in Section (A) 2(a)(2)(E), the Area Six Assessments shall be levied based on the Area Six Estimate upon all of the Area Six Assessed Property based on the benefits received by and as allocated to the parcels into which the Area Six Assessed Property is or is to be divided in an amount of \$3,500 per typical equivalent dwelling unit lot; provided, however, that unless the Owner pays the difference to the District in cash (which the District hereby agrees to apply to the payment of the amounts due the Owner pursuant to Section 2(d)(3) and, if ever issued, after the issuance thereof, the Area Six Assessment Bonds according to their terms) the amount allocated per lot shall never be in total less than the principal amount due to the Owner pursuant hereto or, if ever issued, after the issuance thereof, the principal amount of the Area Six Assessment Bonds. With respect to each such allocation, the Owner shall provide to the District Manager evidence satisfactory to the District Manager of any matters the District Manager may reasonably request, including particularly with respect to the condition of title of any lot and that the value of the remaining lots after such allocation is at least equal to the remaining total of such principal amount, in each case as applicable, evidencing such values on a lot by lot basis, if necessary.
- (B) The Owner accepts the Area Six Assessments which are in an amount not more than the total amount of the Area Six Estimate against the Area Six Assessed Property and shall have the Area Six Assessments allocated and recorded with the County Recorder of Pinal County, Arizona, by means of this Amendment against the various parcels comprising the Area Six Assessed Property.
- (C) The Area Six Assessed Property receives benefits from the Area Six Work equal to not less than the Area Six Assessments as so allocated to the parcels into which the Area Six Assessed Property is or is to be divided, and the Area Six Assessments shall be final, conclusive and binding upon the Owner whether or not the Area Six Work is completed in substantial compliance with the Area Six Work Plans and Specifications.

- (2) (A) The Owner approves the boundaries of the Area Six Assessed Property as well as the Area Six Estimate, the Area Six Work Plans and Specifications and the Area Six Assessment Diagram.
- (B) This Amendment shall be construed to be an express consent by the Owner that (I) the District may, with respect to the Area Six Assessed Property, incur costs and expenses necessary to complete the Area Six Work and (II) the District may levy and collect the Area Six Assessments in amounts sufficient to pay the amounts indicated in the Area Six Estimate, including for the Area Six Work, but not in excess of the total amount of the Area Six Estimate.
- (C) The mailing to the governing body of the Municipality of the Area Six Estimate and the Area Six Work Plans and Specifications in the form of the Area Six Report pursuant to Section 48-715, Arizona Revised Statutes shall satisfy the filing requirements of Section 48-577, Arizona Revised Statutes and the publication of the notice of hearing on the Area Six Report pursuant to Section 48-715, Arizona Revised Statutes, as amended, shall satisfy the publication and posting requirements of Section 48-578, Arizona Revised Statutes.
- (whether paid to the Owner pursuant to Section 2(d)(3), or if issued, with respect to the Area Six Assessment Bonds) shall be credited against such costs and expenses.
- Notwithstanding Section 4.2 of the Agree-(E) ment but instead pursuant to Section 2(d)(3), the District shall pay the Segment Price for and acquire from the Owner, and the Owner shall accept the Segment Price for and sell to the District, each Segment which is part of the Area Six Work after approval of the Area Six Report and at the same time as the levy of the Area Six Assessment by filing with the District Manager the appropriate Conveyance for such Segment, and the same shall be considered as payment for purposes of Section 7.1 of the Agreement. (For purposes hereof, the definition of "Segment Price" shall be read as follows, additions in **bold** and deletions stricken out: an amount equal to the sum of (1) the amounts estimated to be paid by an Owner in the Area Six Report for design of the Segment (including the costs of the review of such design by the District Engineer), (2) the amounts **estimated to be** paid by an Owner in the Area Six Report for construction of the Segment pursuant to the Acquisition Project Construction Contract for such Segment (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) the amounts estimated to be paid by an Owner in the Area Six Report for inspection and supervision of performance under such Acquisition Project Construction Contract including an amount determined by the Engineers in the Certificate of Engineers for such Segment determined to be then commercially reasonable by them, but in no event less than five percent (5%) or more than ten percent (10%) of the amount described in clause (2) hereof for such Segment, for construction administration, (4) the fair market value of real property for rights of way, ease-

ments and any other interests in real property which are part of or related to such Segment, (5) interest during the period starting after the Segment has been accepted by the Municipality for use but before the provisions of Section 7.1 hereof are effective with respect to such Segment until the Segment Price for such Segment can be paid, calculated at the rates of interest equal to the prime rate as reported in the West Coast Edition of The Wall Street Journal plus two percent (2%) from day to day on the amounts expended for purposes of clause (1), (2) and (3) hereof during such period and (65) other miscellaneous costs for such Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of the Engineers for that Segment estimated in the Area Six Report.) If prior to the sale and conveyance by the Owner of any of the Area Six Assessed Property to any other party the Owner has not presented to the District Manager the Certificate of the Engineers evidencing that the amounts of the Segments Prices described above were incurred by the Owner in an amount at least equal to the Area Six Assessments, the Area Six Assessments shall be reduced by a corresponding, proportioned amount as calculated by the District Engineer, and the Area Six Assessments shall be modified accordingly by the District Board at such time. (The forms of the Conveyance and the Certificate of the Engineers shall be revised in a form acceptable to the District Manager to conform with their use as described above.) materials otherwise required to be filed pursuant to Section 4.2 of the Agreement shall also be filed prior to any sale by the Owner of any of the Area Six Assessed Property to any other party for amounts to continue to be payable pursuant to Section 2(d)(3).

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

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

related thereto provided by Section 48-576, et seq., Arizona Revised Statutes, including, but not limited, to mailing, posting and publication, as applicable, of any notice required in connection with the adoption of the resolution of intention with respect to the Area Six Work, the noticing of proposed improvements with respect to the Area Six Work, the adoption of the resolution ordering the improvements with respect to the Area Six Work, the noticing of ordering of the improvements with respect to the Area Six Work, the noticing of ordering of award of applicable contracts with respect to the Area Six Work, the noticing of award of applicable contracts with respect to the Area Six Work, the Area Six Assessments and any other procedural steps and related proceedings necessary in connection with the Area Six Work;

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

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

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

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

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

written notice specifying the grounds of such objection and any right to any hearing in connection therewith;

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

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

- (5) The Area Six Work is of more than local or ordinary public benefit, and the Area Six Assessed Property receives a benefit from the Area Six Work in an amount not less than shown in the Area Six Assessment Diagram.
- (6) Instead of the public bidding, bonding and contracting requirements set forth in Sections 48-581 and 584, Arizona Revised Statutes, the provisions therefor provided by the Agreement have been or will be complied with respect to the Area Six Work.
- (b) The Owner shall execute all documents necessary, appropriate or incidental to the purposes of this Amendment, particularly as they relate to this Section thereof, as long as such documents are consistent with this Amendment and do not create additional liability of any type to the signers by virtue of execution thereof.
- Notwithstanding any provision of the Agreement to the this Amendment as it relates to the Owner shall be a contrary, covenant and agreement running with the Area Six Assessed Property and shall be recorded in the records of the County Recorder of Pinal County, Arizona, as a lien and encumbrance against the Area Six In the event of any sale, transfer or other Assessed Property. conveyance by the Owner of the right, title or interest of the Owner in the Area Six Assessed Property or any part thereof, the Property or such part thereof shall continue to be bound by all of the terms, conditions and provisions hereof; any purchaser, transferee or other subsequent owner shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof To the extent that the Area Six Assessments after levied remain unpaid, the Area Six Assessments shall constitute liens against the Area Six Assessed Property in the amounts indicated in the Area Six Assessment Diagram, as provided by, and pursuant to, this Amendment and the Act and shall be enforceable and collectable with the same force and effect originally provided to them.

- (d) (1) For purposes of Section 5.2(a)(1) of the Agreement and instead thereof, the installments of the Area Six Assessments shall be paid to the Owner as installment purchase payments for the acquisition provided by Section 2(a)(2)(E).
- (2) In addition to the purposes provided in Section 6.2(c)(1) of the Agreement, the Area Six Assessments shall also be levied for the purposes of this Amendment. The Area Six Assessments shall be collected pursuant to the Assessment Collection Agreement.
- (4) The payments due pursuant to this Section shall be prepayable at the option of the District prior to their due date in whole or from time to time in part on any date, upon payment of the principal amount to be prepaid, plus accrued interest, if any, from the most recent payment date to the prepayment date, without premium, from, and only from, funds of the District which are prepaid with respect to the Area Six Assessments and are deposited in the "Prepayment Account" (as such term is hereinafter defined) as described in Section 6.2(c)(1) of the Agreement.
- (5) The payments due pursuant to this Section shall also be prepayable at the option of the District prior to their due date in whole on any date, upon payment of the amount available pursuant to Section 2(e)(2) even if such amount is less than the principal amount payable pursuant to Section 2(d)(3) then unpaid, plus accrued interest, if any, from the most recent payment date to the prepayment date, without a premium, from proceeds of the sale of the Area Six Assessment Bonds.
- (6) The District shall establish a special fund designated its "Special Assessment Lien (Assessment Area Six) Fund" (herein referred to as the "Fund") and within the Fund (1) a special account designated the "Principal Account," (2) a special account designated the "Interest Account," (3) a special account designated the "Prepayment Account" and (4) a special account designated the "Expenses Account." The money deposited to the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account, together with all investments thereof and investment income therefrom, shall be applied solely as follows:

The District shall, upon receipt, deposit to the

credit of

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

#### • the Prepayment Account

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

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

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

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

in the budget of the District for the applicable fiscal year for the payment of such expenses.

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

- the amounts in the Principal Account shall be applied to pay principal due pursuant to Section 2(d)(3);
- the amounts in the Interest Account shall be applied to pay interest due pursuant to Section 2(d)(3);
- the amounts in the Prepayment Account shall be applied to prepay as described in Sections 2(d)(4) and (5) and
- the amounts in the Expenses Account shall be applied by the District for the purposes described in Section 9.1(b) of the Agreement.
- (7) The amounts available because of the Area Six Assessments (calculated after being reduced by any amounts available in the Fund not required for payment of amounts due pursuant to Section 2(d)(3) in the then-current year for, and whether in the form of, regularly payable installments with respect thereto, prepayments thereof, proceeds of the sale of land related to delinquent installments thereof or otherwise) shall be deposited in the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account and applied, in each case, as described in Section 2(d)(6).
- (8) Such amounts shall be kept separately from other funds of the District by depositing them in the accounts and amounts provided in Section 2(d)(6).
- (9) The District has levied the Area Six Assessments in accordance with the Act and the Resolution of Intention Documents and shall take or cause to be taken all actions required by law to collect and enforce the payment thereof.
- (10) If any portion of the Area Six Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any portion of the Area Six Assessments is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make any portion of the Area Six Assessments when it might have done so, the District shall either (1) take all necessary steps to cause a new assessment to be made pursuant to the Act for the whole or any part of the Area Six Work or (2), in its sole discretion, make up the amount of such portion of the Area Six Assessments from

legally available funds of the District, which funds shall be deposited into the applicable account of the Fund.

- (11) The Area Six Assessments shall be enforced pursuant to the provisions of the Act and the Resolution of Intention Documents, including but not limited to declaring the entire unpaid balance of any portion of the Area Six Assessments to be in default and causing the lien with respect to such portion of the Area Six Assessments on the related delinquent land to be foreclosed pursuant to the Act and the Resolution of Intention Documents. Notwithstanding the foregoing, neither the District nor the Municipality shall be required under any circumstances to purchase or make payment for the purchase of the delinquent portion of the Area Six Assessments or the related land.
- (12) The Board shall make and adopt before the date set by law for certifying the annual budget of the Municipality an annual budget for each fiscal year of the District, as required by the Act, which shall include statements and estimates of the amount to be raised to pay the amounts to be shown in such budget as described in Section 2(d)(6).
- (e) (1) If issued, the Area Six Assessment Bonds will be issued at the request and for the benefit of the Owner.
- (2) Notwithstanding the first sentence of Section 5.2(c)(2) of the Agreement, the proceeds of the sale of the Area Six Assessment Bonds shall be sold and issued for the purpose of prepaying the balance of amounts due pursuant to Section 2(d)(3)at the time of sale and issuance of the Area Six Assessment Bonds, and the Owner shall accept such amount in satisfaction thereof. The principal amount of the Area Six Assessment Bonds shall not exceed the principal amount remaining unpaid pursuant to Section 2(d)(3), and the Area Six Assessment Bonds shall be amortized over a period not longer than provided in Section 2(d)(3); provided that such period may be shorter the annual payments described in the next sentence can be maintained. If the effective interest rate at which the Area Six Assessment Bonds are sold and issued exceeds the interest rate being paid on the Area Six Assessments pursuant to Section 2(d)(3), the principal amount of the Area Six Assessment Bonds shall be that amount which can be amortized at such interest rate without increasing the annual payments due with respect to each of the Area Six Assessments, and the principal amounts of the Area Six Assessments shall be modified by the District Board accordingly at such time. The Owner shall accept such redeemed amount as full and complete satisfaction of the amounts due pursuant to Section 2(d)(3). The amounts collected pursuant to the Assessment Collection Agreement shall be reamortized to reflect the effect and the interest payable with respect to the Area Six Assessments of the sale of the Area Six Assessment Bonds and, if applicable, the reduction of the principal amount described above.
- (3) Notwithstanding Section 6.2(c)(6)(B) of the Agreement, an amount sufficient to fund a reserve fund, which shall be

a reserve to secure payment of debt service on the Area Six Assessment Bonds, in an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto, shall be contributed by the Owner. Payment from such reserve shall not effect a reduction in the amount of the Area Six Assessments, and any amount collected with respect to the Area Six Assessments thereafter shall be deposited to such reserve to the extent the Area Six Assessments are so paid therefrom.

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

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

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

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

including granting the District entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

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

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

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

ATTEST:	By Tom J. Rankin, Chairperson, District Board
 Lisa Garcia, District Clerk	
	PULTE HOME CORPORATION, a Michigan corporation
	By  Bruce E. Robinson, Vice President and Treasurer of Pulte Home Corporation

STATE OF ARIZONA ) ) ss.
COUNTY OF PINAL )
The foregoing instrument was acknowledged before me this day of, 2012, by Tom J. Rankin, as Chairperson of the District Board of Merrill Ranch Community Facilities District No. 1, an Arizona community facilities district.
Notary Public
My commission expires:
STATE OF
The foregoing instrument was acknowledged before me this of, 2012, by Bruce E. Robinson, Vice President and Treasurer of Pulte Home Corporation, a Michigan corporation.
Notary Public My commission expires:
ATTACHMENTS:

EXHIBIT - Legal Description Of The Area Six Assessed Property

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Sixth Amendment And Waivers (Assessment Area Six - Units 2 and 9A), dated July 1, 2013, executed by the Merrill Ranch Community Facilities District No. 1, a municipal corporation, and Pulte Home Corporation, a Michigan Corporation, (the "Notarized Document"). The Notarized Document contains a total of pages.

## EXHIBIT

## LEGAL DESCRIPTION OF THE AREA SIX ASSESSED PROPERTY

# LEGAL DESCRIPTION ANTHEM AT MERRILL RANCH, UNITS 2 AND 9A



A parcel of land lying within the Section 19, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner Section 19 (GLO Brass Cap, found) from which the Southeast Corner of said Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) bears South 89 degrees 55 minutes 22 seconds East (Basis of Bearing) a distance of 2622.99 feet;

Thence North 32 degrees 30 minutes 17 seconds West, a distance of 2370.33 feet to the **POINT OF BEGINNING**;

Thence Northerly, an arc distance of 375.07 feet along a non-tangent to the right who's radius point bears. North 83 degrees 01 minutes 04 seconds East, with a radius of 1460.00 feet and a central angle of 14 degrees 43 minutes 09 seconds;

Thence South 87 degrees 34 minutes 07 seconds East, a distance of 79.62 feet;

Thence South 87 degrees 26 minutes 12 seconds East, a distance of 78.04 feet;

Thence South 66 degrees 19 minutes 29 seconds East, a distance of 77.74 feet;

Thence South 87 degrees 32 minutes 02 seconds East, a distance of 71.36 feet;

Thence North 53 degrees 39 minutes 10 seconds East, a distance of 92.00 feet;

Thence North 59 degrees 33 minutes 45 seconds East, a distance of 66.60 feet;

Thence South 23 degrees 45 minutes 13 seconds East, a distance of 115.00 feet;

Thence Easterly an arc distance of 31.95 feet along a non-tangent curve to the right who's radius point bears South 23 degrees 45 minutes 13 seconds East, with a radius of 170.00 feet and a central angle of 10 degrees 46 minutes 02 seconds;

Thence North 77 degrees 00 minutes 49 seconds East, a distance of 91.42 feet;

Thence Easterly, an arc distance of 138.00 feet along a curve to the left, having a radius of 280.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence North 48 degrees 46 minutes 32 seconds East, a distance of 85.42 feet;

There Easterly, an arc distance of 19,59 feet along a curve to the right, having a radius of 170.00 feet and a central angle of 06 degrees 36 minutes 12 seconds;

Thence North 34 degrees 37 minutes 17 seconds West, a distance of 115.00 feet;

Thence North 62 degrees 17 minutes 30 seconds East, a distance of 68.61 feet;

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Thence North 76 degrees 05 minutes 11 seconds East, a distance of 68.61 feet;

Thence North 83 degrees 57 minutes 58 seconds East, a distance of 273.55 feet;

Thence North 74 degrees 27 minutes 26 seconds East, a distance of 66.05 feet;

Thence North 57 degrees 47 minutes 18 seconds East, a distance of 106.04 feet:

Thence North 79 degrees 19 minutes 24 seconds East, a distance of 78.18 feet;

Thence South 72 degrees 04 minutes 56 seconds East, a distance of 80.22 feet;

Thence South 43 degrees 18 minutes 07 seconds East, a distance of 88.32 feet;

Thence South 14 degrees 31 minutes 01 seconds East, a distance of 78.26 feet;

Thence South 12 degrees 51 minutes 01 seconds West, a distance of 84.21 feet;

Thence South 40 degrees 13 minutes 03 seconds West, a distance of 107.14 feet;

Thence South 83 degrees 57 minutes 58 seconds West, a distance of 550.82 feet;

Thence North 06 degrees 02 minutes 02 seconds West, a distance of 114.61 feet;

Thence Westerly, an arc distance of 69.84 feet along a non-tangent curve to the left, who's radius point bears South 10 degrees 26 minutes 44 seconds East having a radius of 130.00 feet and a central angle of 30 degrees 46 minutes 44 seconds;

Thence South 48 degrees 46 minutes 32 seconds West, a distance of 85.42 feet;

Thence Westerly, an arc distance of 157.71 feet along a curve to the right having a radius of 320.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence South 77 degrees 00 minutes 49 seconds West, a distance of 91.42 feet;

Thence Westerly, an arc distance of 53.00 feet along a curve to the left having a radius of 130.00 feet and a central angle of 23 degrees 21 minutes 39 seconds;

Thence South 36 degrees 20 minutes 50 seconds East, a distance of 115.00 feet;

Thence South 53 degrees 39 minutes 10 seconds West, a distance of 414.58'

Thence North 71 degrees 55 minutes 52 seconds West, a distance of 216.66 feet to the <u>POINT OF</u> <u>BEGINNING</u>.

Containing 8.9888 acres more or less.

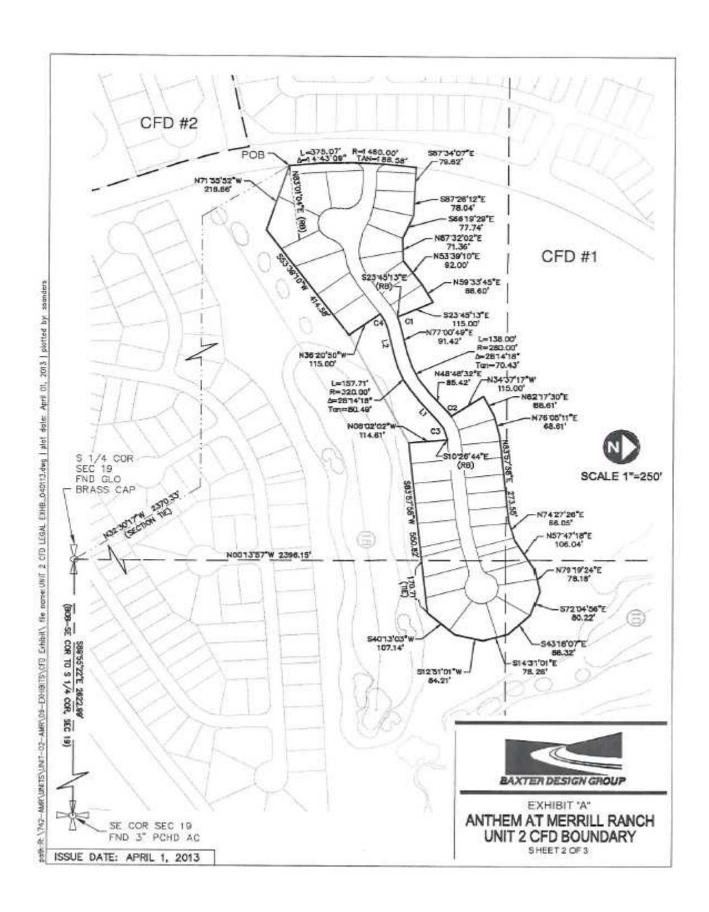
See Exhibit "A" attached.

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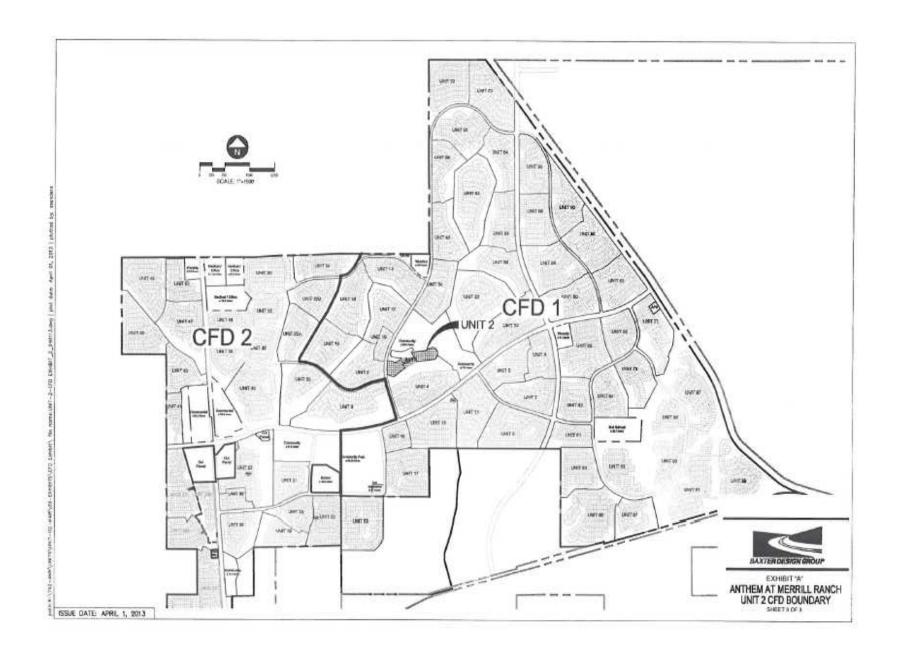
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## Legal Description Anthem at Merrill Ranch, Unit 9A

A parcel of land lying within the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Southeast Corner Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) from which the South Quarter corner of said Section 19 (3" GLO Brass Cap, found) bears North 89 degrees 55 minutes 26 seconds West (Basis of Bearing) a distance of 2622.97 feet, also from the Southeast corner, the East Quarter corner of Section 19 (One half inch Rebar, No ID, found) bears North 00 degrees 13 minutes 50 seconds West, a distance of 2643.34 feet;

Thence, North 89 degrees 55 minutes 26 seconds West, a distance of 807.42 feet to a point on the South line of the Southeast Quarter of Section 19;

Thence, departing said South line, North 00 degrees 04 minutes 34 seconds East, a distance of 513.22 feet to the **POINT OF BEGINNING**;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 214.80 feet;

Thence, North 14 degrees 55 minutes 30 seconds East, a distance of 61.58 feet;

Thence, North 12 degrees 31 minutes 52 seconds East, distance of 37.93 feet;

Thence, North 26 degrees 53 minutes 16 seconds East, a distance of 331.57 feet;

Thence Northwesterly, an arc distance of 18.42 feet along a non-tangent curve to the right, the radius point of which bears North 33 degrees 26 minutes 36 seconds East, a distance of 1200.00 feet with a central angle of 00 degrees 52 minutes 46 seconds;

Thence, North 35 degrees 44 minutes 27 seconds East, a distance of 155.01 feet:

Thence, South 57 degrees 16 minutes 02 seconds East, a distance of 48.52 feet;

Thence, South 59 degrees 53 minutes 36 seconds East, a distance of 61.98 feet;

Thence Northwesterly, an arc distance of 36.93 feet along a non-tangent curve to the left, the radius point bears North 79 degrees 52 minutes 01West, a distance of 30.00 feet with a central angle of 70 degrees 31 minutes 44 seconds to a point of cusp:

Thence Easterly, an arc distance of 97.19 feet along a curve to the left, the radius point bears North 29 degrees 36 minutes 15 seconds East, a distance of 1025.00 feet with a central angle of 05 degrees 25 minutes 58 seconds to a point of cusp;

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Thence Southwesterly, an arc distance of 45.70 feet along a curve to the left, the radius point bears South 24 degrees 10 minutes 16 seconds West, a distance of 30.00 feet with a central angle of 87 degrees 17 minutes 01 seconds;

Thence, South 26 degrees 53 minutes 16 seconds West, a distance of 26.32 feet;

Thence, South 63 degrees 06 minutes 44 seconds East, a distance of 115.00 feet;

Thence, North 88 degrees 45 minutes 39 seconds East, a distance of 122.98 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 583.29 feet;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 125.00 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 27.60 feet:

Thence Northeasterly, an arc distance of 39.27 feet along a curve to the left having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence, North 15 degrees 22 minutes 23 seconds East, a distance of 95.18 feet;

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

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 100.00 feet;

Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left, the radius point bears South 15 degrees 22 minutes 23 seconds West, a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 188.37 feet;

Thence Southerly, an arc distance of 126.35 feet along a curve to the right having a radius of 270.00 feet and a central angle of 26 degrees 48 minutes 44 seconds;

Thence, South 47 degrees 48 minutes 53 seconds East, a distance of 120.00 feet;

Thence, South 42 degrees 11 minutes 07 seconds West, a distance of 82.60 feet;

Thence, South 66 degrees 06 minutes 07 seconds West, a distance of 165.20 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 142.79 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

Thence Southerly, and arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

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Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 40.00 feet;

Thence Northerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears North 89 degrees 58 minutes 53 seconds West, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

Thence, South 00 degrees 01 minutes 07 seconds West, a distance of 115.00 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 643.19 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

Thence Southerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

Thence, North 87 degrees 11 minutes 18 seconds West, a distance of 40.05 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 117.00 feet to the **POINT OF BEGINNING**.

Containing 16.7705 acres more or less.

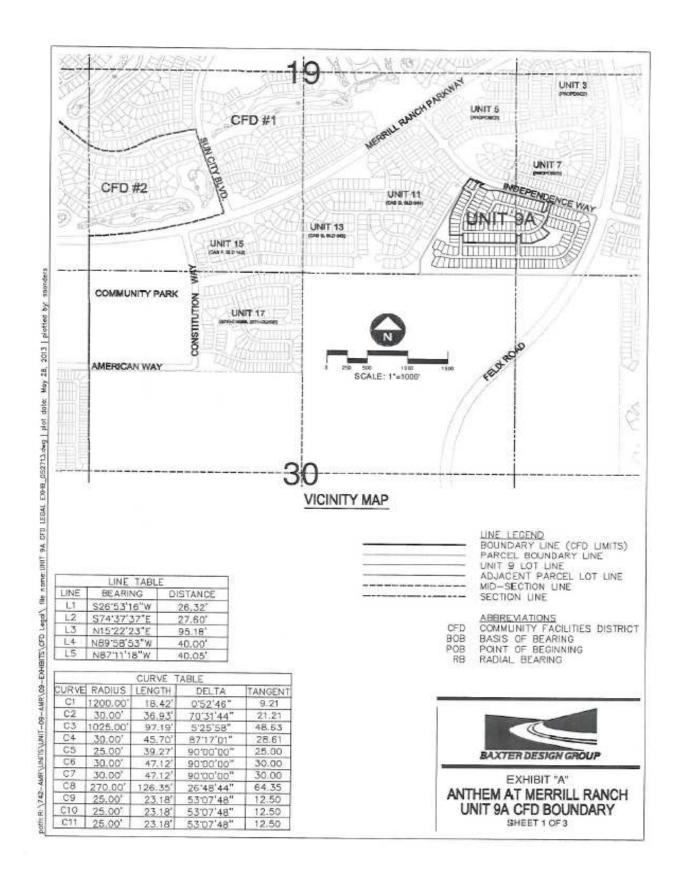
See Exhibit "A", attached.

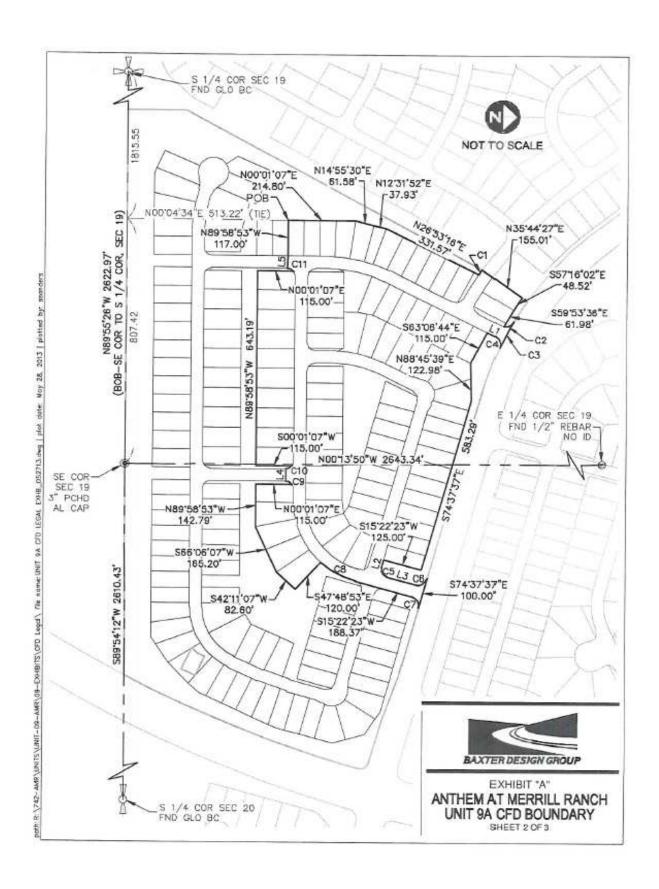
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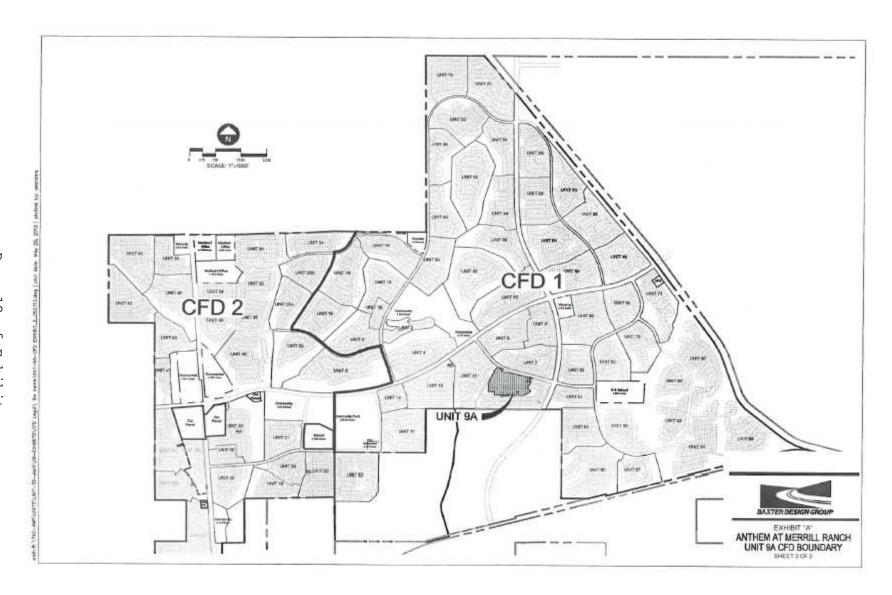
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#### EXHIBIT B

#### AREA SIX METHOD OF ASSESSMENT

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

(Florence, Arizona)

# ASSESSMENT METHODOLOGY ASSESSMENT AREA SIX

(Units 2 and 9A)

Prepared by:

**WILLDAN** 

1440 East Missouri Ave, Suite C170 Phoenix, AZ 85014 (602) 870-7600

May 31, 2013

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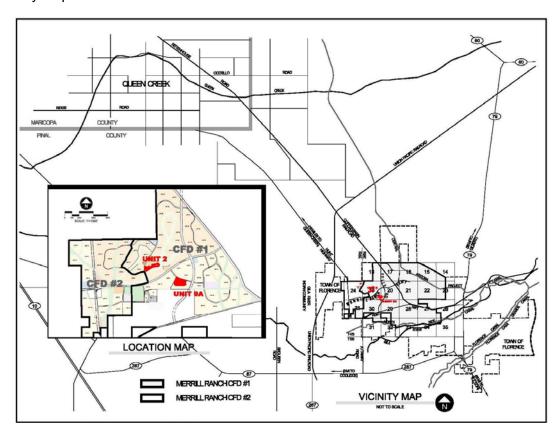
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# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 ASSESSMENT AREA SIX (ANTHEM AT MERRILL RANCH UNITS 2 and 9A) Town of Florence, Arizona

Willdan, the District Engineer for the Merrill Ranch Community Facilities District No. 1, makes this report of benefit as directed by District staff in support of the Feasibility Report for the Issuance of Not to Exceed \$413,000 Aggregate Principal Amount of Installment Purchase Agreement for Merrill Ranch Community Facilities District No. 1 Special Assessment Area #6 (Assessment Area Six), dated June 17, 2013 ("Feasibility Report").

#### PROJECT DESCRIPTION

The Merrill Ranch master planned community ("Project") consists of 8,970 acres and is located in the Town of Florence, Arizona. On December 19, 2005 the Merrill Ranch Community Facilities District No. 1 was established over 7,900 of such acres to finance the construction and/or acquisition of public infrastructure that are part of the Project. Assessment Area Six of such District ("Assessment Area Six") consists of 118 residential lots within 26.68 gross acres. Special Assessment Bonds (Assessment Area Six) ("Bond Issue") relates to the acquisition of public infrastructure that will benefit development of Assessment Area Six. Details related to the project area, infrastructure improvements, costs, and land use can be found in the Feasibility Report.



#### **DESCRIPTION OF IMPROVEMENTS**

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

#### **Street Improvements**

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

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

#### **Storm Drain Improvements**

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

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

#### **Engineering**

The projects include engineering design, survey, and development of infrastructure plans for grading and drainage, utilities, paving, concrete and storm drain as related to the public improvements necessary in Assessment Area Six, Units 2 and 9A. The plans will be reviewed and approved by the Town in accordance with their guidelines and standards.

#### PRELIMINARY COST ESTIMATE

The Bond Issue secured by unpaid assessments is proposed to be issued in accordance with the Arizona Revised Statutes, the Town of Florence, Arizona Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts, and Development, Financing Participation and Intergovernmental Agreement No. 1 (Merrill Ranch Community Facilities District No. 2) as amended. A summary of the costs of the public infrastructure to be financed is as follows, with details available in the Feasibility Report:

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT No. 1 ASSESSMENT AREA SIX (Units 2 and 9A)

### COST ESTIMATE

Improvement Projects	<b>Estimated Costs</b>
Residential Streets / Concrete Storm Drain Engineering	\$ 454,557 \$ 176,024 \$ 201,093
TOTAL IMPROVEMENTS	\$ 831,674
FINANCED AMOUNT NOT TO EXCEED	\$ 413,000

### **ASSESSMENT METHODOLOGY**

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

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

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

#### Reserve Fund and Bond Issuance Costs

These costs will be allocated to each lot based on taking the combined costs of the reserve fund and bond issuance costs and assigning them equally to the total lots within Assessment Area Six. These are deemed appropriate charges related to Assessment Area Six. Therefore, the Reserve Fund and Bond Issuance Costs are allocated to each lot based on equal amounts.

#### **Estimated Special Assessment Liens Per Lot**

Based upon the information presented above, the assessment to be placed upon each of the parcels and lots located within Assessment Area Six (Units 2, 9, & 17C) are as follows:

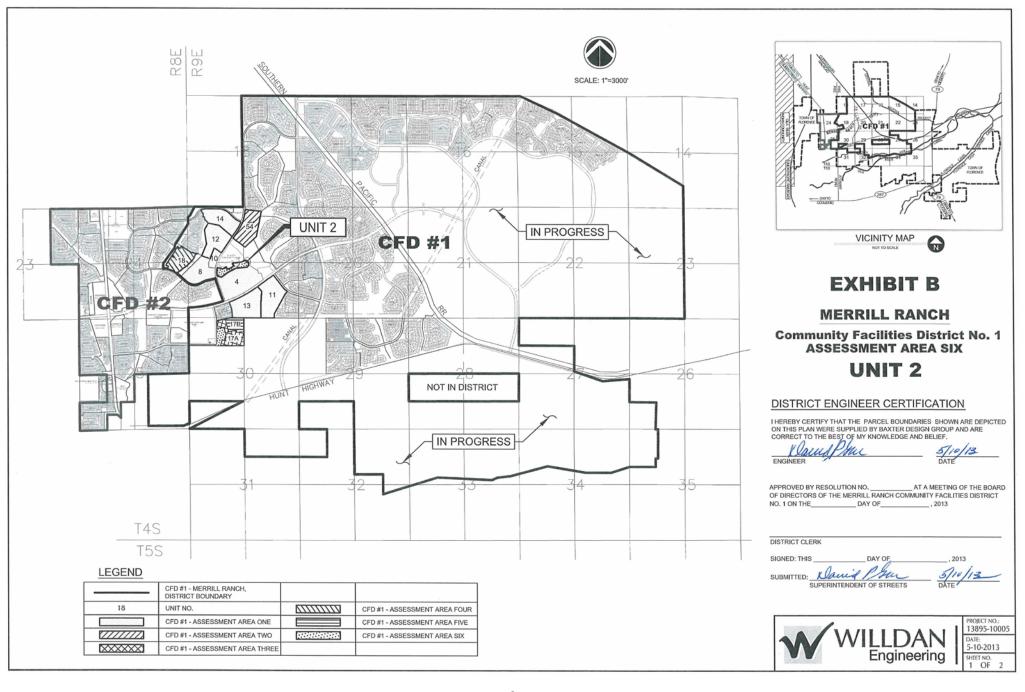
Assessment Number	Unit /Parcel No.	Use	No. of Lots	Net Ac.	Improvement Assessment per Parcel	Assessment Lien Per Lot (3)
Six	2	Res	36	9.91	\$126,000	\$3,500.00
	9A	Res	82	16.77	\$287,000	\$3,500.00
TOTALS	·		118	26.68	\$413,000	<u> </u>

<sup>(1)</sup> The total Bond Issuance cost reflects only the amount to be included in the assessment.

<sup>(2)</sup> Amount provided by the Underwriter.

<sup>(3)</sup> Special assessment liens will not be placed upon common areas, areas owned by homeowner's associations, public right-of-way, property owned by the District, or other governmental/public entities and will be per lot assessments which will not vary from amounts shown.

## DIAGRAMS FOR ASSESSMENT AREA 6 (UNITS 2 AND 9A)



LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
1	002-01-001	6899	\$3,500.00
2	002-01-002	7751	\$3,500.00
3	002-01-003	7741	\$3,500.00
4	002-01-004	9613	\$3,500.00
5	002-01-005	7294	\$3,500.00
6	002-01-006	5290	\$3,500.00
7	002-01-007	5290	\$3,500.00
8	002-01-008	6137	\$3,500.00
9	002-01-009	7164	\$3,500.00
10	002-01-010	6941	\$3,500.00
11	002-01-011	6095	\$3,500.00
12	002-01-012	6095	\$3,500.00
13	002-01-013	6095	\$3,500.00
14	002-01-014	6095	\$3,500.00
15	002-01-015	6166	\$3,500.00
16	002-01-016	7014	\$3,500.00
17	002-01-017	6924	\$3,500.00
18	002-01-018	6876	\$3,500.00

	ASSESSMENT		ASSESSMENT
LOT NO.	NO.	AREA (SF)	PER LOT
19	002-01-019	9224	\$3,500.00
20	002-01-020	9238	\$3,500.00
21	002-01-021	11066	\$3,500.00
22	002-01-022	10827	\$3,500.00
23	002-01-023	8585	\$3,500.00
24	002-01-024	8421	\$3,500.00
25	002-01-025	8084	\$3,500.00
26	002-01-026	7475	\$3,500.00
27	002-01-027	7475	\$3,500.00
28	002-01-028	9200	\$3,500.00
29	002-01-029	9247	\$3,500.00
30	002-01-030	12316	\$3,500.00
31	002-01-031	10799	\$3,500.00
32	002-01-032	15614	\$3,500.00
33	002-01-033	15296	\$3,500.00
34	002-01-034	11530	\$3,500.00
35	002-01-035	7475	\$3,500.00
36	002-01-036	7475	\$3,500.00
30			72,200,00



#### **MERRILL RANCH**

Community Facilities District No. 1
ASSESSMENT AREA SIX

**UNIT 2** 



ASSESSMENT NO. 002-01-036

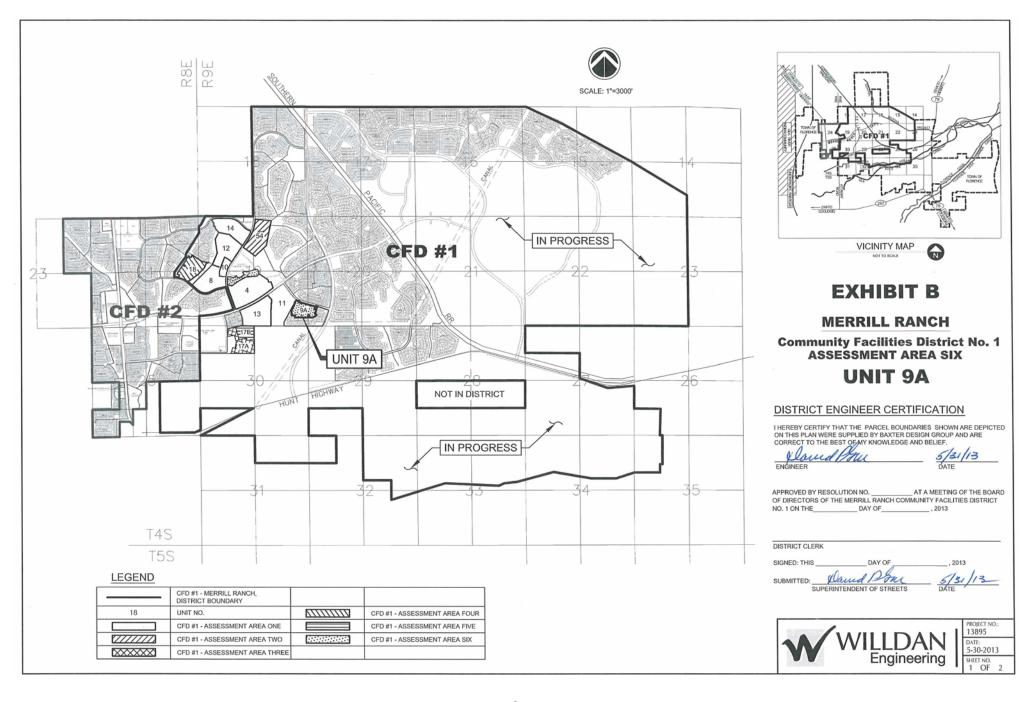
NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEASIBILITY REPORT DATED OCTOBER 17, 2011 ON FILE WITH THE DISTRICT CLERK.

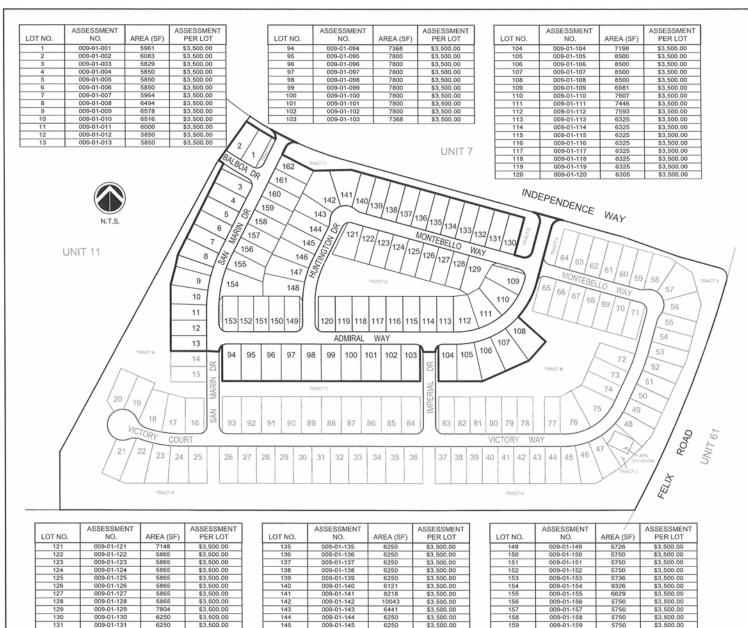


PROJECT NO.: 13895-10005

DATE: 5-10-2013

SHEET NO. 2 OF 2





\$3,500.00

\$3,500.00

6250

6250

133

134

009-01-133

009-01-134

146

148

009-01-146

009-01-148

6889

7511

8073

\$3,500.00

\$3,500.00

#### **MERRILL RANCH**

Community Facilities District No. 1
ASSESSMENT AREA SIX

### **UNIT 9A**

#### **ASSESSMENT NO.**

009-01-001 thru 009-01-013 and 009-01-094 thru 009-01-162

NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEATIBILITY REPORT DATED OCTOBER 17, 2011 ON FILE WITH THE DISTRICT CLERK.



PROJECT NO.:
13895
DATE:
5-30-2013
SHEET NO.
2 OF 2

160

161

162

009-01-160

009-01-162

5750

5750

\$3,500.00

\$3,500.00

# MERRILL RANCH CFD #1 SPECIAL ASSESSMENT AREA #6

# Unit 2

Assessment	Assessment	Lot	Address
Number	Amount	LOU	Address
002-01-001	\$3,500	4	6774 West Patriot Way
002-01-002	\$3,500	2	6756 West Patriot Way
002-01-003	\$3,500	3	6738 West Patriot Way
002-01-004	\$3,500	4	6718 West Patriot Way
002-01-005	\$3,500	5	6698 West Patriot Way
002-01-006	\$3,500	6	6682 West Patriot Way
002-01-007	\$3,500	7	6670 West Patriot Way
002-01-008	\$3,500	8	6658 West Patriot Way
002-01-009	\$3,500	9	6550 West Patriot Way
002-01-010	\$3,500	10	6540 West Patriot Way
002-01-011	\$3,500	11	6530 West Patriot Way
002-01-012	\$3,500	12	6520 West Patriot Way
002-01-013	\$3,500	13	6508 West Patriot Way
002-01-014	\$3,500	14	6492 West Patriot Way
002-01-015	\$3,500	15	6482 West Patriot Way
002-01-016	\$3,500	16	6468 West Patriot Way
002-01-017	\$3,500	17	6450 West Patriot Way
002-01-018	\$3,500	18	6430 West Patriot Way
002-01-019	\$3,500	19	6422 West Patriot Way
002-01-020	\$3,500	20	6410 West Patriot Way
002-01-021	\$3,500	21	6409 West Patriot Way
002-01-022	\$3,500	22	6427 West Patriot Way
002-01-023	\$3,500	23	6439 West Patriot Way
002-01-024	\$3,500	24	6453 West Patriot Way
002-01-025	\$3,500	25	6475 West Patriot Way
002-01-026	\$3,500	26	6487 West Patriot Way
002-01-027	\$3,500	27	6507 West Patriot Way
002-01-028	\$3,500	28	6673 West Patriot Way
002-01-029	\$3,500	29	6693 West Patriot Way
002-01-030	\$3,500	30	6709 West Patriot Way
002-01-031	\$3,500	31	6719 West Patriot Way
002-01-032	\$3,500	32	6725 West Patriot Way
002-01-033	\$3,500	33	6733 West Patriot Way
002-01-034	\$3,500	34	6749 West Patriot Way
002-01-035	\$3,500	35	6521 West Patriot Way
002-01-036	\$3,500	36	6537 West Patriot Way

## MERRILL RANCH CFD #1 SPECIAL ASSESSMENT AREA #6

## Unit 9A

Assessment	Assessment	Lot	Address
Number	Amount	LOU	Address
009-01-001	\$3,500	1	3451 N. Balboa Drive
009-01-002	\$3,500	2	3459 N. Balboa Drive
009-01-003	\$3,500	3	3426 N. San Marin Drive
009-01-004	\$3,500	4	3416 N. San Marin Drive
009-01-005	\$3,500	5	3404 N. San Marin Drive
009-01-006	\$3,500	6	3390 N. San Marin Drive
009-01-007	\$3,500	7	3376 N. San Marin Drive
009-01-008	\$3,500	8	3362 N. San Marin Drive
009-01-009	\$3,500	9	3342 N. San Marin Drive
009-01-010	\$3,500	10	3330 N. San Marin Drive
009-01-011	\$3,500	11	3314 N. San Marin Drive
009-01-012	\$3,500	12	3300 N. San Marin Drive
009-01-013	\$3,500	13	3286 N. San Marin Drive
009-01-094	\$3,500	94	5781 W. Admiral Way
009-01-095	\$3,500	95	5763 W. Admiral Way
009-01-096	\$3,500	96	5745 W. Admiral Way
009-01-097	\$3,500	97	5727 W. Admiral Way
009-01-098	\$3,500	98	5709 W. Admiral Way
009-01-099	\$3,500	99	5691 W. Admiral Way
009-01-100	\$3,500	100	5673 W. Admiral Way
009-01-101	\$3,500	101	5655 W. Admiral Way
009-01-102	\$3,500	102	5637 W. Admiral Way
009-01-103	\$3,500	103	5619 W. Admiral Way
009-01-104	\$3,500	104	5589 W. Admiral Way
009-01-105	\$3,500	105	5573 W. Admiral Way
009-01-106	\$3,500	106	5557 W. Admiral Way
009-01-107	\$3,500	107	5543 W. Admiral Way
009-01-108	\$3,500	108	5531 W. Admiral Way
009-01-109	\$3,500	109	5520 W. Admiral Way
009-01-110	\$3,500	110	5532 W. Admiral Way
009-01-111	\$3,500	111	5550 W. Admiral Way
009-01-112	\$3,500	112	5572 W. Admiral Way
009-01-113	\$3,500	113	5592 W. Admiral Way
009-01-114	\$3,500	114	5608 W. Admiral Way
009-01-115	\$3,500	115	5622 W. Admiral Way
009-01-116	\$3,500	116	5638 W. Admiral Way
009-01-117	\$3,500	117	5652 W. Admiral Way
009-01-118	\$3,500	118	5668 W. Admiral Way
009-01-119	\$3,500	119	5682 W. Admiral Way
009-01-120	\$3,500	120	5698 W. Admiral Way
009-01-121	\$3,500	121	5665 W. Montebello Way

009-01-122	\$3,500	122	5653 W. Montebello Way
009-01-123	\$3,500	123	5641 W. Montebello Way
009-01-124	\$3,500	124	5629 W. Montebello Way
009-01-125	\$3,500	125	5617 W. Montebello Way
009-01-126	\$3,500	126	5605 W. Montebello Way
009-01-127	\$3,500	127	5593 W. Montebello Way
009-01-128	\$3,500	128	5583 W. Montebello Way
009-01-129	\$3,500	129	5569 W. Montebello Way
009-01-130	\$3,500	130	5542 W. Montebello Way
009-01-131	\$3,500	131	5554 W. Montebello Way
009-01-132	\$3,500	132	5566 W. Montebello Way
009-01-133	\$3,500	133	5578 W. Montebello Way
009-01-134	\$3,500	134	5590 W. Montebello Way
009-01-135	\$3,500	135	5602 W. Montebello Way
009-01-136	\$3,500	136	5614 W. Montebello Way
009-01-137	\$3,500	137	5626 W. Montebello Way
009-01-138	\$3,500	138	5638 W. Montebello Way
009-01-139	\$3,500	139	5650 W. Montebello Way
009-01-140	\$3,500	140	5662 W. Montebello Way
009-01-141	\$3,500	141	5674 W. Montebello Way
009-01-142	\$3,500	142	3412 N. Huntington Drive
009-01-143	\$3,500	143	3402 N. Huntington Drive
009-01-144	\$3,500	144	3388 N. Huntington Drive
009-01-145	\$3,500	145	3376 N. Huntington Drive
009-01-146	\$3,500	146	3364 N. Huntington Drive
009-01-147	\$3,500	147	3350 N. Huntington Drive
009-01-148	\$3,500	148	3334 N. Huntington Drive
009-01-149	\$3,500	149	5726 W. Admiral Way
009-01-150	\$3,500	150	5740 W. Admiral Way
009-01-151	\$3,500	151	5754 W. Admiral Way
009-01-152	\$3,500	152	5768 W. Admiral Way
009-01-153	\$3,500	153	5782 W. Admiral Way
009-01-154	\$3,500	154	3343 N. San Marin Drive
009-01-155	\$3,500	155	3365 N. San Marin Drive
009-01-156	\$3,500	156	3381 N. San Marin Drive
009-01-157	\$3,500	157	3393 N. San Marin Drive
009-01-158	\$3,500	158	3405 N. San Marin Drive
009-01-159	\$3,500	159	3417 N. San Marin Drive
009-01-160	\$3,500	160	3429 N. San Marin Drive
009-01-161	\$3,500	161	3441 N. San Marin Drive
009-01-162	\$3,500	162	3453 N. San Marin Drive

## LEGAL DESCRIPTION OF ASSESSMENT AREA

Anthem At Merrill Ranch Unit 2

and

Anthem At Merrill Ranch Unit 9A

Legal descriptions to follow:



A parcel of land lying within the Section 19, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner Section 19 (GLO Brass Cap, found) from which the Southeast Corner of said Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) bears South 89 degrees 55 minutes 22 seconds East (Basis of Bearing) a distance of 2622.99 feet;

Thence North 32 degrees 30 minutes 17 seconds West, a distance of 2370.33 feet to the **POINT OF BEGINNING**;

Thence Northerly, an arc distance of 375.07 feet along a non-tangent to the right who's radius point bears North 83 degrees 01 minutes 04 seconds East, with a radius of 1460.00 feet and a central angle of 14 degrees 43 minutes 09 seconds;

Thence South 87 degrees 34 minutes 07 seconds East, a distance of 79.62 feet;

Thence South 87 degrees 26 minutes 12 seconds East, a distance of 78.04 feet;

Thence South 66 degrees 19 minutes 29 seconds East, a distance of 77.74 feet;

Thence South 87 degrees 32 minutes 02 seconds East, a distance of 71.36 feet;

Thence North 53 degrees 39 minutes 10 seconds East, a distance of 92.00 feet;

Thence North 59 degrees 33 minutes 45 seconds East, a distance of 66.60 feet;

Thence South 23 degrees 45 minutes 13 seconds East, a distance of 115.00 feet;

Thence Easterly an arc distance of 31.95 feet along a non-tangent curve to the right who's radius point bears South 23 degrees 45 minutes 13 seconds East, with a radius of 170.00 feet and a central angle of 10 degrees 46 minutes 02 seconds;

Thence North 77 degrees 00 minutes 49 seconds East, a distance of 91.42 feet;

Thence Easterly, an arc distance of 138.00 feet along a curve to the left, having a radius of 280.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence North 48 degrees 46 minutes 32 seconds East, a distance of 85.42 feet;

Thence Easterly, an arc distance of 19.59 feet along a curve to the right, having a radius of 170.00 feet and a central angle of 06 degrees 36 minutes 12 seconds;

Thence North 34 degrees 37 minutes 17 seconds West, a distance of 115.00 feet;

Thence North 62 degrees 17 minutes 30 seconds East, a distance of 68.61 feet;

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Thence North 76 degrees 05 minutes 11 seconds East, a distance of 68.61 feet;

Thence North 83 degrees 57 minutes 58 seconds East, a distance of 273.55 feet;

Thence North 74 degrees 27 minutes 26 seconds East, a distance of 66.05 feet;

Thence North 57 degrees 47 minutes 18 seconds East, a distance of 106.04 feet;

Thence North 79 degrees 19 minutes 24 seconds East, a distance of 78.18 feet;

Thence South 72 degrees 04 minutes 56 seconds East, a distance of 80.22 feet;

Thence South 43 degrees 18 minutes 07 seconds East, a distance of 88.32 feet;

Thence South 14 degrees 31 minutes 01 seconds East, a distance of 78.26 feet;

Thence South 12 degrees 51 minutes 01 seconds West, a distance of 84.21 feet;

Thence South 40 degrees 13 minutes 03 seconds West, a distance of 107.14 feet;

Thence South 83 degrees 57 minutes 58 seconds West, a distance of 550.82 feet;

Thence North 06 degrees 02 minutes 02 seconds West, a distance of 114.61 feet;

Thence Westerly, an arc distance of 69.84 feet along a non-tangent curve to the left, who's radius point bears South 10 degrees 26 minutes 44 seconds East having a radius of 130.00 feet and a central angle of 30 degrees 46 minutes 44 seconds;

Thence South 48 degrees 46 minutes 32 seconds West, a distance of 85.42 feet;

Thence Westerly, an arc distance of 157.71 feet along a curve to the right having a radius of 320.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence South 77 degrees 00 minutes 49 seconds West, a distance of 91.42 feet;

Thence Westerly, an arc distance of 53.00 feet along a curve to the left having a radius of 130.00 feet and a central angle of 23 degrees 21 minutes 39 seconds;

Thence South 36 degrees 20 minutes 50 seconds East, a distance of 115.00 feet;

Thence South 53 degrees 39 minutes 10 seconds West, a distance of 414.58'

Thence North 71 degrees 55 minutes 52 seconds West, a distance of 216.66 feet to the **POINT OF BEGINNING**.

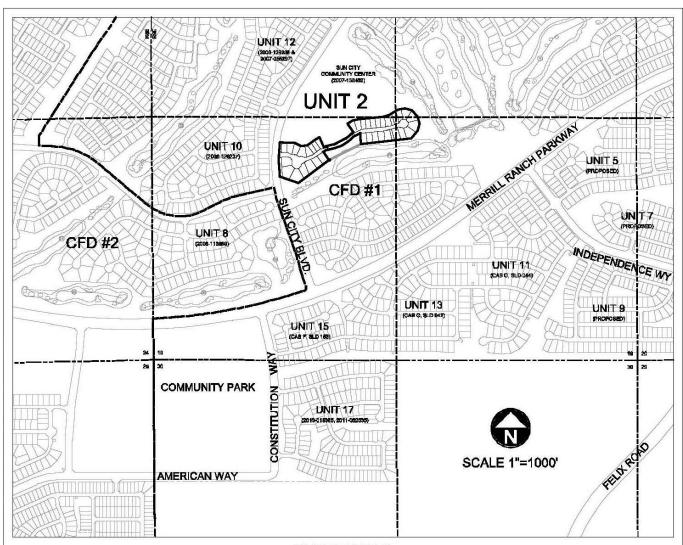
Containing 8.9888 acres more or less.

See Exhibit "A" attached.

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Page 2



## VICINITY MAP

	LINE TABLE	
LINE	BEARING	DISTANCE
L1	S48'46'32"W	85.42
L2	577'00'49"W	91,42

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	170.00	31.95	10 <sup>-</sup> 46 <sup>1</sup> 02"	16.02
C2	170.00	19.59	6'36'12"	9.81
C3	130.00	69.84'	30.46,44"	35.78
C4	130.00	53.00'	23:21:39"	26.88

BOU
PAR
UNIT
ADJ.

LINE LEGEND
BOUNDARY LINE (CFD LIMITS)
PARCEL BOUNDARY LINE
UNIT 2 LOT LINE
ADJACENT PARCEL LOT LINE
MID-SECTION LINE
SECTION LINE

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

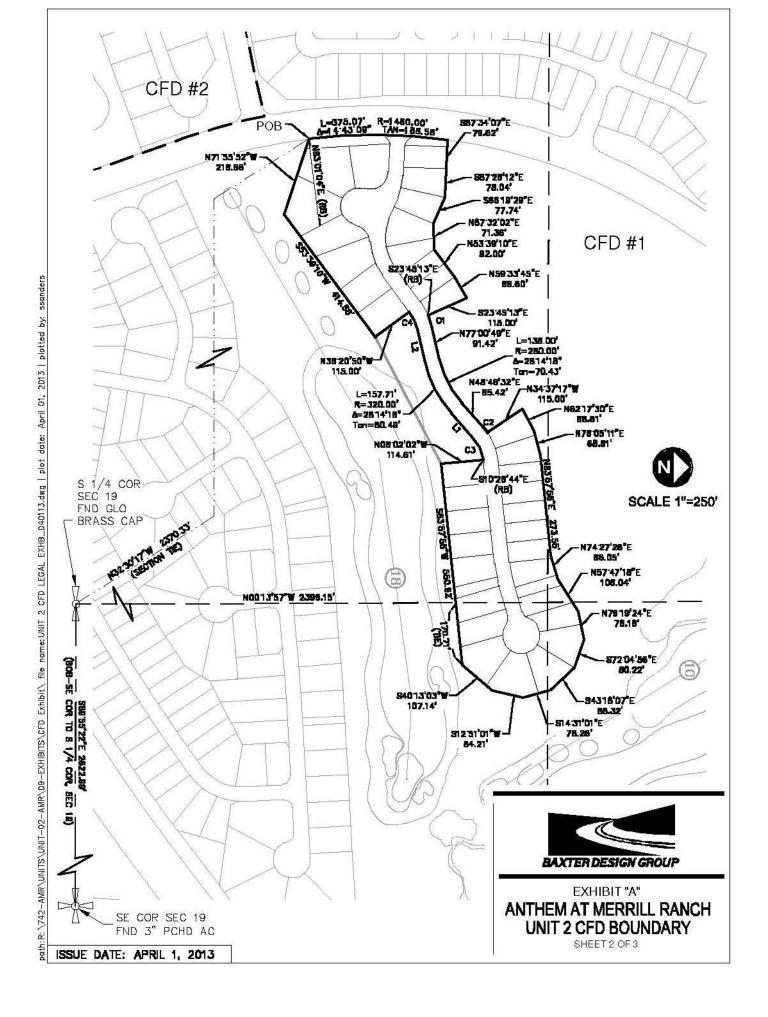
POB POINT OF BEGINNIN
RB RADIAL BEARING



ANTHEM AT MERRILL RANCH UNIT 2 CFD BOUNDARY

SHEET 1 OF 3

ISSUE DATE: APRIL 1, 2013





#### <u>Legal Description</u> Anthem at Merrill Ranch, Unit 9A

A parcel of land lying within the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Southeast Corner Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) from which the South Quarter corner of said Section 19 (3" GLO Brass Cap, found) bears North 89 degrees 55 minutes 26 seconds West (Basis of Bearing) a distance of 2622.97 feet, also from the Southeast corner, the East Quarter corner of Section 19 (One half inch Rebar, No ID, found) bears North 00 degrees 13 minutes 50 seconds West, a distance of 2643.34 feet;

Thence, North 89 degrees 55 minutes 26 seconds West, a distance of 807.42 feet to a point on the South line of the Southeast Quarter of Section 19;

Thence, departing said South line, North 00 degrees 04 minutes 34 seconds East, a distance of 513.22 feet to the **POINT OF BEGINNING**;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 214.80 feet;

Thence, North 14 degrees 55 minutes 30 seconds East, a distance of 61.58 feet;

Thence, North 12 degrees 31 minutes 52 seconds East, distance of 37.93 feet;

Thence, North 26 degrees 53 minutes 16 seconds East, a distance of 331.57 feet;

Thence Northwesterly, an arc distance of 18.42 feet along a non-tangent curve to the right, the radius point of which bears North 33 degrees 26 minutes 36 seconds East, a distance of 1200.00 feet with a central angle of 00 degrees 52 minutes 46 seconds;

Thence, North 35 degrees 44 minutes 27 seconds East, a distance of 155.01 feet;

Thence, South 57 degrees 16 minutes 02 seconds East, a distance of 48.52 feet;

Thence, South 59 degrees 53 minutes 36 seconds East, a distance of 61.98 feet;

Thence Northwesterly, an arc distance of 36.93 feet along a non-tangent curve to the left, the radius point bears North 79 degrees 52 minutes 01West, a distance of 30.00 feet with a central angle of 70 degrees 31 minutes 44 seconds to a point of cusp:

Thence Easterly, an arc distance of 97.19 feet along a curve to the left, the radius point bears North 29 degrees 36 minutes 15 seconds East, a distance of 1025.00 feet with a central angle of 05 degrees 25 minutes 58 seconds to a point of cusp;



Thence Southwesterly, an arc distance of 45.70 feet along a curve to the left, the radius point bears South 24 degrees 10 minutes 16 seconds West, a distance of 30.00 feet with a central angle of 87 degrees 17 minutes 01 seconds;

Thence, South 26 degrees 53 minutes 16 seconds West, a distance of 26.32 feet;

Thence, South 63 degrees 06 minutes 44 seconds East, a distance of 115.00 feet;

Thence, North 88 degrees 45 minutes 39 seconds East, a distance of 122.98 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 583.29 feet;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 125.00 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 27.60 feet;

Thence Northeasterly, an arc distance of 39.27 feet along a curve to the left having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence, North 15 degrees 22 minutes 23 seconds East, a distance of 95.18 feet;

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

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 100.00 feet;

Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left, the radius point bears South 15 degrees 22 minutes 23 seconds West, a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 188.37 feet;

Thence Southerly, an arc distance of 126.35 feet along a curve to the right having a radius of 270.00 feet and a central angle of 26 degrees 48 minutes 44 seconds;

Thence, South 47 degrees 48 minutes 53 seconds East, a distance of 120.00 feet;

Thence, South 42 degrees 11 minutes 07 seconds West, a distance of 82.60 feet;

Thence, South 66 degrees 06 minutes 07 seconds West, a distance of 165.20 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 142.79 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

Thence Southerly, and arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

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Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 40.00 feet;

Thence Northerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears North 89 degrees 58 minutes 53 seconds West, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds:

Thence, South 00 degrees 01 minutes 07 seconds West, a distance of 115.00 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 643.19 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

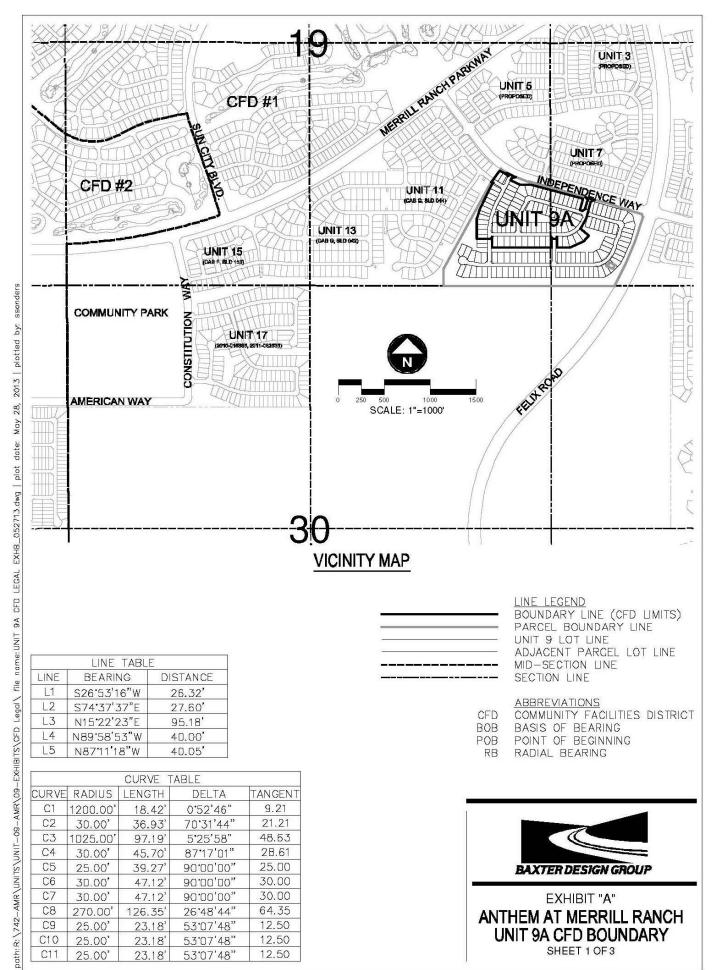
Thence Southerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

Thence, North 87 degrees 11 minutes 18 seconds West, a distance of 40.05 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 117.00 feet to the **POINT OF BEGINNING**.

Containing 16.7705 acres more or less.

See Exhibit "A", attached.



LINE	BEARING	DISTANCE
L1	S26°53'16"W	26.32
L2	S74*37'37"E	27.60
L3	N15'22'23"E	95.18'
L4	N89'58'53"W	40.00'
L5	N87'11'18"W	40.05

		CURVE T	ABLE	
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	1200.00	18.42'	0'52'46"	9.21
C2	30.00	36.93'	70'31'44"	21.21
C3	1025.00'	97.19	5*25'58"	48.63
C4	30.00	45.70	87'17'01"	28.61
C5	25.00	39.27'	90'00'00"	25.00
C6	30.00	47.12'	90'00'00"	30.00
C7	30.00	47.12	90'00'00"	30.00
C8	270.00	126.35	26'48'44"	64.35
C9	25.00	23.181	53'07'48"	12.50
C10	25.00	23.18	53°07'48"	12.50
C11	25.00	23.18'	53'07'48"	12.50

LINE LEGEND BOUNDARY LINE (CFD LIMITS)
PARCEL BOUNDARY LINE UNIT 9 LOT LINE ADJACENT PARCEL LOT LINE MID-SECTION LINE SECTION LINE

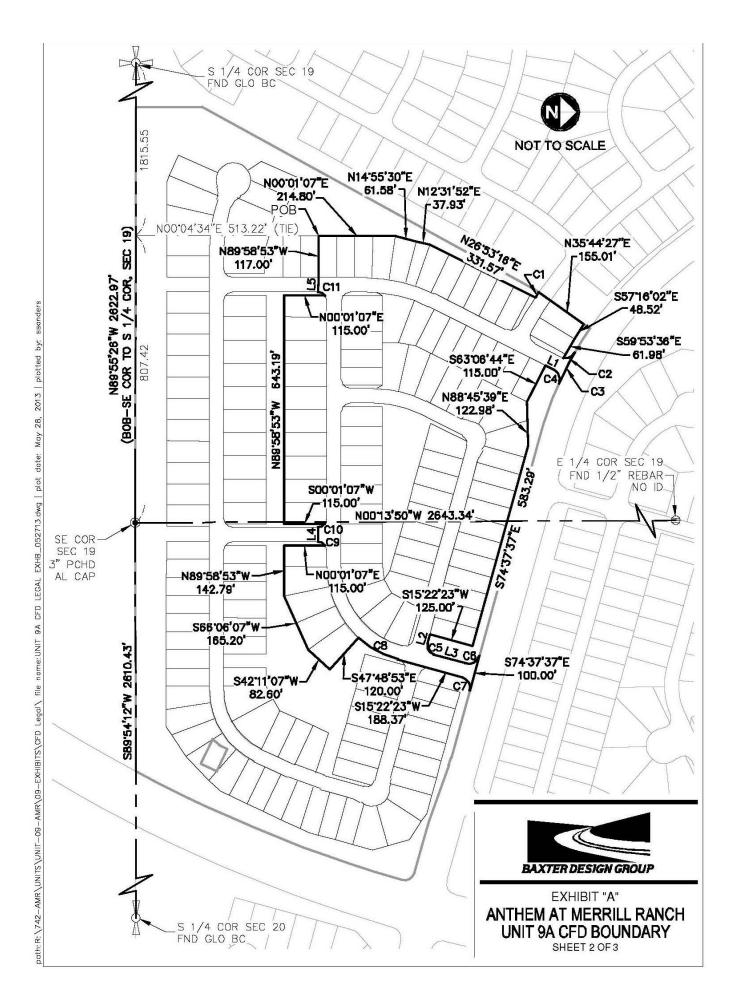
**ABBREVIATIONS** CFD COMMUNITY FACILITIES DISTRICT BOB BASIS OF BEARING POINT OF BEGINNING POB

RADIAL BEARING RB



EXHIBIT "A" ANTHEM AT MERRILL RANCH **UNIT 9A CFD BOUNDARY** SHEET 1 OF 3

21



### CONCLUSION

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

<u>Vlaud PSuc</u> 5/31/13 David P. Gue, P.E.

**District Engineer** 

#### EXHIBIT C

#### FORM OF NOTICE OF HEARING ON REPORT

NOTICE FOR HEARING REQUIRED BY A.R.S. § 48-715 ON REPORT OF THE FEASIBILITY AND BENEFITS OF CERTAIN PROJECTS TO BE FINANCED WITH THE PROCEEDS OF SPECIAL ASSESSMENTS LEVIED AND COLLECTED WITHIN AN AREA OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 AND OF THE ADOPTION OF THE RESOLUTION OF INTENTION WITH RESPECT TO CERTAIN PUBLIC INFRASTRUCTURE PURPOSES DESCRIBED IN SUCH STUDY

Pursuant to Section 48-715, Arizona Revised Statutes. notice is hereby given that a public hearing on the report of the feasibility and benefits of projects to be financed with the proceeds of special assessments levied and collected within an area of Merrill Ranch Community Facilities District No. 1 shall be held by the District Board on June 17, 2013, at approximately 6:00 p.m. (Arizona time), or immediately preceding the meeting of the Mayor and Common Council of the Town of Florence, Arizona, on the same date in the Council Chambers located at 775 North Main Street, Florence, Arizona. Such feasibility report and further information relating thereto are on file with the Town Clerk of the Town of Florence, Arizona/District Clerk of Merrill Ranch Community Facilities District No. 1, 775 North Florence, Arizona 85232, telephone number: Main Street, (520) 868-7552. THE MATTERS IN THE STUDY OF FEASIBILITY AND BENEFITS RELATING TO THE "WORK" AND THE "ESTIMATE" AND THE "PLANS AND SPECIFICATIONS" RELATING THERETO ARE ALSO THE SUBJECT OF THE RESO-LUTION OF INTENTION RELATING TO THE WORK TO BE ADOPTED SIMULTANEOUSLY WITH THE RESOLUTION APPROVING SUCH STUDY OF FEASIBILITY AND BENEFITS AFTER SUCH HEARING, SUCH RESOLUTION DECLARING THAT SUCH DISTRICT WILL PROVIDE THE WORK, ISSUE BONDS OR INCUR OTHER OBLIGATIONS FOR SUCH PURPOSE AND ASSESS THE COSTS AND EXPENSES THEREOF AGAINST THE AREA IN SUCH DISTRICT DESCRIBED IN SUCH STUDY OF FEASIBILITY AND BENEFITS. THERE SHALL NOT BE A SEPARATE PUBLIC HEARING WITH RESPECT TO SUCH RESOLUTION OF INTENTION. SUCH BONDS OR OTHER OBLIGATIONS SHALL BE INCURRED PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AGREEMENT, IN THE NAME OF THE DISTRICT, BUT PAYABLE ONLY OUT OF A SPECIAL FUND COLLECTED BY THE DISTRICT FROM SPECIAL ASSESSMENTS LEVIED UPON THE LOTS, TRACTS, PIECES AND PARCELS OF LAND INCLUDED WITHIN SUCH AREA, IN NOT TO EXCEED TWENTY-FIVE (25) ANNUAL INSTALLMENTS FROM THE ASSESSMENT OF TWENTY-FIVE DOLLARS (\$25.00) OR OVER REMAINING UNPAID AS OF THE DATE OF INCURRENCE THEREOF AS PROVIDED BY THE DEVELOPMENT AGREEMENT. SUCH BONDS OR OTHER OBLIGATIONS SHALL BEAR INTEREST AT RATES NOT TO EXCEED TEN PERCENT (10%) PER ANNUM FROM THEIR DATE, PAYABLE ON THE FIRST DAY OF JANUARY AND JULY OF EACH YEAR AND SHALL BE PAYABLE IN THE MANNER AND BE SUBJECT TO THE PROVISIONS AS TO COLLECTION OF ASSESS-

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

Dated this 30th day of May, 2013.

/s/ Charles Montoya
District Manager, Merrill Ranch
Community Facilities District No. 1

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. I (Florence, Arizona)

# FEASIBILITY REPORT

Not to Exceed \$413,000

(Assessment Area Six - Units 2 and 9A)

## **TABLE OF CONTENTS**

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Maps of the Area to be Benefited	SIX
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	APPENDIX
Legal Description of Assessment Area	Δ

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CECTION ONE	
SECTION ONE	
INTRODUCTION,	
PURPOSE OF FEASIBILITY REPORT,	
GENERAL DESCRIPTION OF DISTRICT	
AND ASSESSMENT AREA	
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#### INTRODUCTION

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

#### **PURPOSE OF FEASIBILITY REPORT**

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

THIS REPORT HAS ALSO BEEN PREPARED AS PART OF THE DECLARATION OF INTENT FOR PURPOSES OF A.R.S. § 48-721(A) AND THE HEREINAFTER DESCRIBED DISTRICT DEVELOPMENT FINANCING **PARTICIPATION** INTERGOVERNMENTAL AGREEMENT, DATED AS OF DECEMBER 1, 2005, AS AMENDED BY THE FIRST AMENDMENT AND WAIVERS (ASSESSMENT AREA ONE), DATED AS OF FEBRUARY I, 2006, THE SECOND AMENDMENT AND WAIVERS (ASSESSMENT AREA TWO-UNIT 54) DATED AS OF NOVEMBER 1, 2008, THE THIRD AMENDMENT AND WAIVERS (ASSESSMENT AREA THREE-UNIT 17A), DATED AS OF SEPTEMBER I, 2010, THE FOURTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FOUR-UNIT 18), DATED AS OF JANUARY 1, 2012, THE FIFTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FIVE-UNIT 17B), DATED AS OF JULY 1, 2012, AND THE SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX-UNITS 2 & 9A), TO BE DATED JULY I, 2013 (AS SO AMENDED, THE "DEVELOPMENT AGREEMENT"), WITH RESPECT TO THE ACQUISITION OF THE PROJECTS FOR THE BENEFIT OF THE AREAS DESCRIBED IN THIS REPORT. On the date this Report is approved, the Board will resolve, among other things, that (i) the public interest or convenience requires, and it is the intention of the Board, to order the Projects described in substantial form in this Report, (ii) the Projects shall be performed substantially in accordance with this Report and specific plans and specifications relating to the Projects, forms of which are filed with this Report for each of the types of the Projects and the contents of which are incorporated by this reference ( the "Plans and Specifications"); (iii) the Estimate (as such term is defined herein) is approved and adopted by the Board; (iv) the Projects described substantially in the Plans and Specifications shall be performed as provided in the Development Agreement; (v) the Projects are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of land within the portion of the District described in Section Six and in the Appendix hereto (the "Assessment Area") and the costs and expenses of the Projects will be charged upon the Assessment Area which shall be benefited by the Projects and assessed to pay the costs and expenses thereof in proportion to the benefit derived therefrom; (vi) the public convenience requires that the Development Agreement shall be incurred to represent the costs and expenses of the Projects, in the name of the District, but payable only out of a special fund collected by the District from installments of the assessment levied upon the lots, tracts, pieces and parcels of land included within the Assessment Area, in not to exceed twenty-five (25) annual installments from the assessment of twenty-five dollars (\$25.00) or over remaining unpaid as provided by the Development Agreement and (vii) the Development Agreement shall bear interest at the rate of not to exceed twelve percent (12%) per annum, payable on the first day of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement, and neither District nor the Town of Florence, Arizona (the "Town"), is required to purchase delinquent land at sale if there is no other purchaser, as described in A.R.S. Title 48, Chapter 4, Article 2, save and except that the method of collection of such assessments shall be as provided in A.R.S. §§ 48-600 to 48-607 as nearly as practicable, both inclusive and not as provided in A.R.S. § 48-608.

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

#### **GENERAL DESCRIPTION OF DISTRICT AND ASSESSMENT AREA**

Formation of the District was approved on December 19, 2005 by the Town upon the request of CMR/CASA GRANDE LLC., an Arizona limited liability company, ROADRUNNER RESORTS, LLC., an Arizona limited liability company and FELIX HUNT HIGHWAY, LLC., an Arizona limited liability company, and PULTE HOMES CORPORATION, a Michigan corporation ("Pulte"), as the owners of all of the land within the District upon formation. The District is located within the municipal boundaries of the Town. (See the maps in Section Three and Six and Appendix A for a legal description of the boundaries of the District.)

The District was formed to finance the costs of certain public infrastructure purposes (as such term is defined in the Act), including particularly with respect to the Projects, in connection with the development of a project known as "Merrill Ranch", an 8,970 acre residential, commercial and golf course master planned community (the "Development") approximately 7,900 acres of which are included within the boundaries of the District. A portion of the land within the boundaries of the District is being developed as part of an approximately 3,191 acre master-planned development known as Anthem at Merrill Ranch ("Anthem"). Anthem is being developed within Merrill Ranch. Simultaneously with the formation of the District, Merrill Ranch Community Facilities District No. 2 ("District No. 2") was formed over 1,060 acres of Merrill Ranch to finance the cost of certain infrastructure improvements within District No. 2. Within Anthem, there is both an active adult community ("Sun City") and a family oriented community ("Parkside"). The boundaries of the District and District No. 2 do not overlap, however Anthem encompasses land within both districts. The Development is the subject of the Development Agreement. (The Development Agreement is available for review at the Office of the Clerk of the Town.)

The Assessment Area contains approximately 26.68 acres and upon build out will comprise approximately 118 single family lots. Although the number of acres devoted to each particular type of land use may ultimately vary from those presented, the build-out of the Development and the Assessment Area is currently expected to include the following land uses:

Merrill Ranch Community Facilities District No. I
Anticipated Land Use Plan

	District		Assessment Area Six		
<b>D</b> escri <u>p</u> tion	Acres	Number of Units	Planning Area	Estimated Lots	Estimated Acres
Residential – Low Density	3,021	22,075	Unit 2	36	9.91
Residential – Medium Density	1,190	8,696	Unit 9A	82	16.77
Residential – High Density	654	4,779		-	-
Golf Courses	385	· -		-	-
Worship Sites	18	-		-	-
Commercial / Light Industrial	1,176	-		-	-
Roadways / ROW	402	-		-	-
Schools	137	-		-	-
Open Space/Parks	917	-		-	-
Total:	7,900	35,550		118	26.68

The Single-family residences to be constructed by Pulte within Anthem currently range in size from 1,300 to 2,700 square feet and are currently base priced from \$120,000 to \$220,000.

The following table represents the single family residential closings from January 1, 2006 through March 31, 2013:

	CFD I	CFD 2	CFD I	CFD 2	
	Sun C	City	Parks	side	TOTAL
2006	92	30	25	41	188
2007	91	43	98	237	469
2008	176	38	68	171	453
2009	136	2	34	98	270
2010	38	59	22	68	187
2011	2	68	17	45	132
2012	16	48	51	14	129
2013	5	12	П	6	34
	556	300	326	680	1,862

Source: Pulte Group



#### **DESCRIPTION OF THE PROJECTS**

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

#### (I) Engineering

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

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

#### (2) Storm Drain

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

Description	Unit of Measure	Quantity
Storm Drain Pipe	LF in Unit 2*	983
•	LF in Unit 9A*	1,353
<b>Total:</b> * LF = lineal feet		2,336

#### (3) Street Improvements

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

Description	Unit of Measure	Unit	Quantity
Paving	SY*	2	5,845
3		9A	10,140
Total:			15,985
Curb and Gutter	LF*	2	2,964
		9A	6,276
Total:			9,240
Sidewalk	SF*	2	12,886
		9A	24,859
Total:			37,745

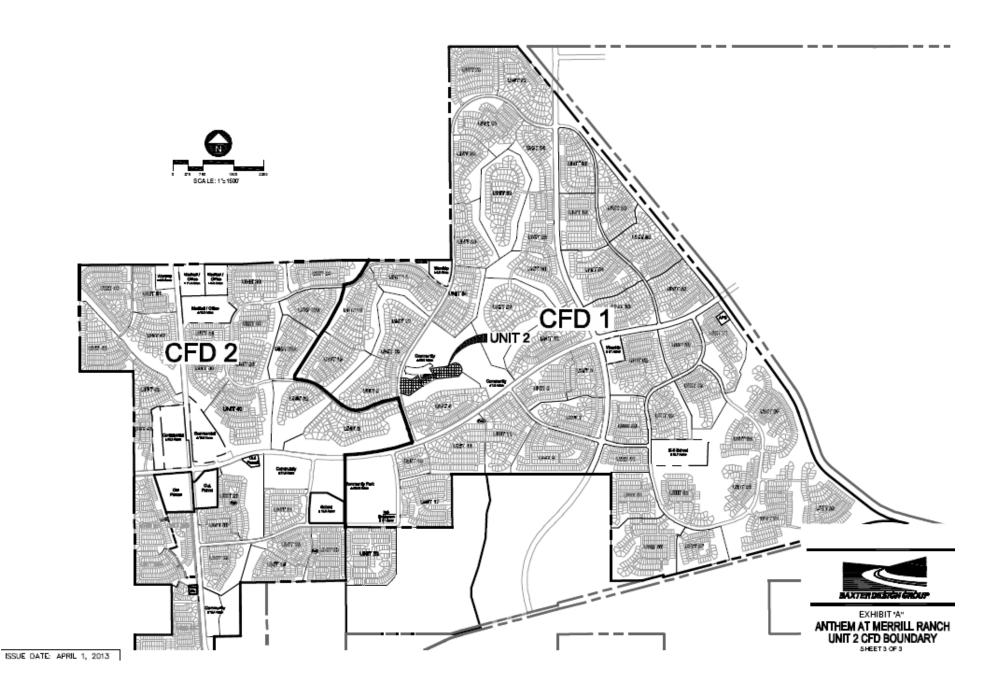
<sup>\*</sup>SY= Square Yard

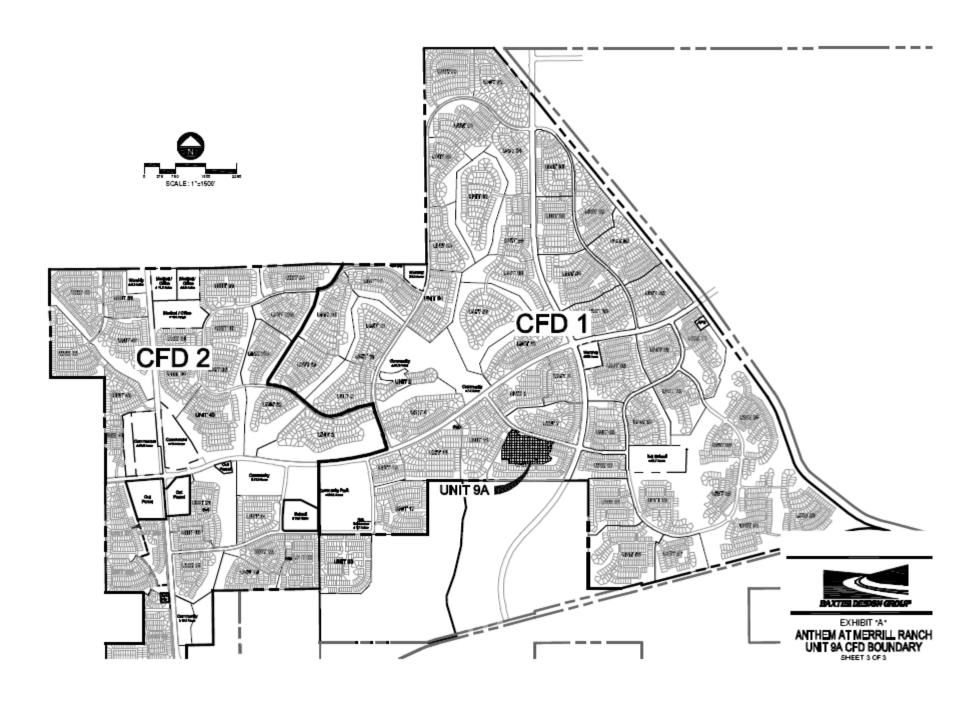
<sup>\*</sup>LF= Lineal Foot

<sup>\*</sup>SF= Square Foot











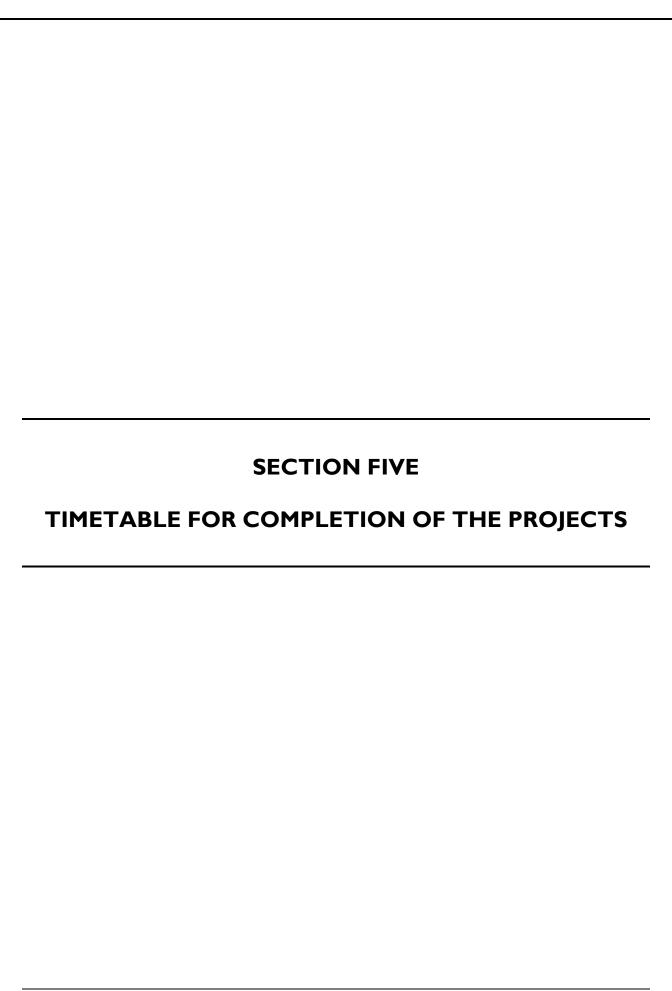
#### **ESTIMATED COST OF THE PROJECTS**

Shown below is a summary of the total costs of the Projects (the "Estimate"). The acquisition costs to be paid as described in Section Seven – "PLAN OF FINANCE" equal \$693,000 and are anticipated to be incurred prior to and after the levy of the Assessment described in such section. No further amounts are due with respect to the Projects as of the date of such levy. If applicable, amounts are the result of public bidding to be, in aggregate decreased, but not increased. The actual acquisition costs of the Projects will be determined as prescribed in the Development Agreement, but will not collectively be more than those shown below.

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

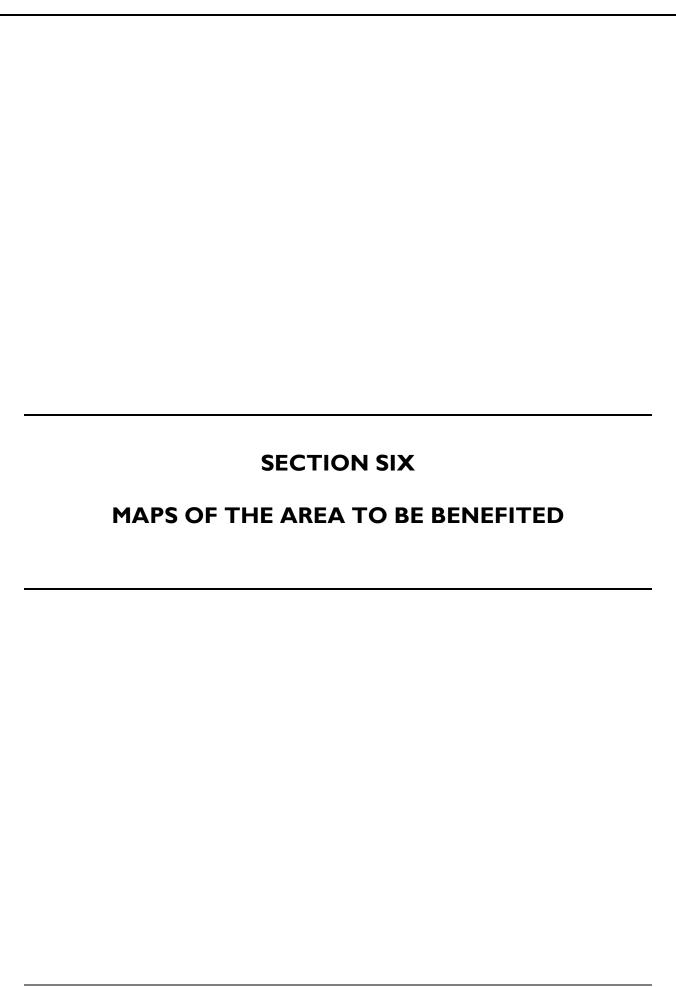
Construction contracts related to the Projects have been bid and awarded pursuant to the public bid process of Title 34 of the Arizona Revised Statutes and applicable Town requirements and administered in conformance to applicable law and such requirements.

Assessment Area Six Projects	Estimated Costs
I. Engineering	\$201,093
2. Storm Drain	176,024
3. Street Improvements	454,557
Total Assessment Area Projects	\$831,674



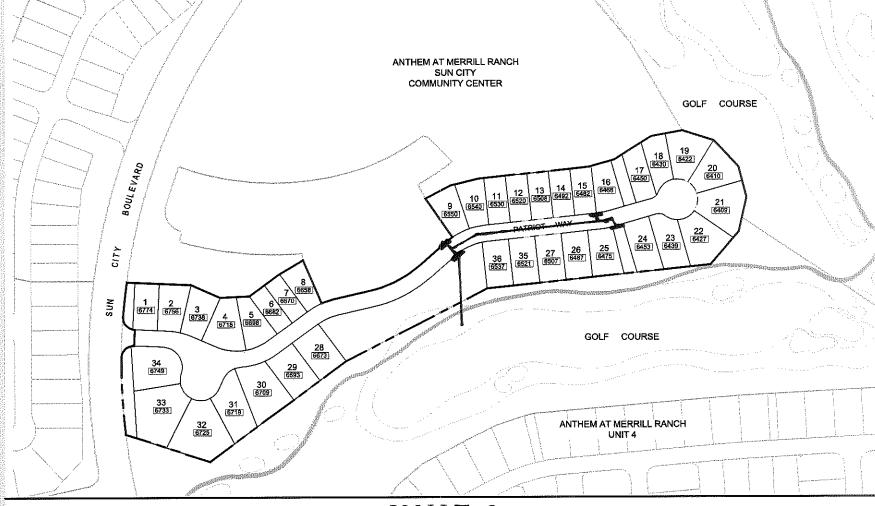
#### TIMETABLE FOR COMPLETION OF THE PROJECTS

	Estimated
Project	Completion Date
<ol> <li>Engineering</li> </ol>	Completed
2. Storm Drain	July 2013
3. Street Improvements	September 2013











Address Map



Scale 1"=150" MAY 2013 Unit 2

BAXTER DESIGN GROUP 7827 K. Pobes Rd., 50/o 300 Societatis, 32 95394 (409 332490)

Sun City Anthem

AT MERRILL RANCH

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### Unit 9 Sales Map

#### Legend

50' (Minimum) x

60' (Minimum) x

Perimeter Theme Wall

Full View Fence

Partial Height View Fence

Dooley Wall

Retaining Wall

Endwall Column

Entry Wall

Fire Hydrant Location

Street Light Location

Handicap Ramp Location

Mailbox Location

Phone or Cable Box

Transformer

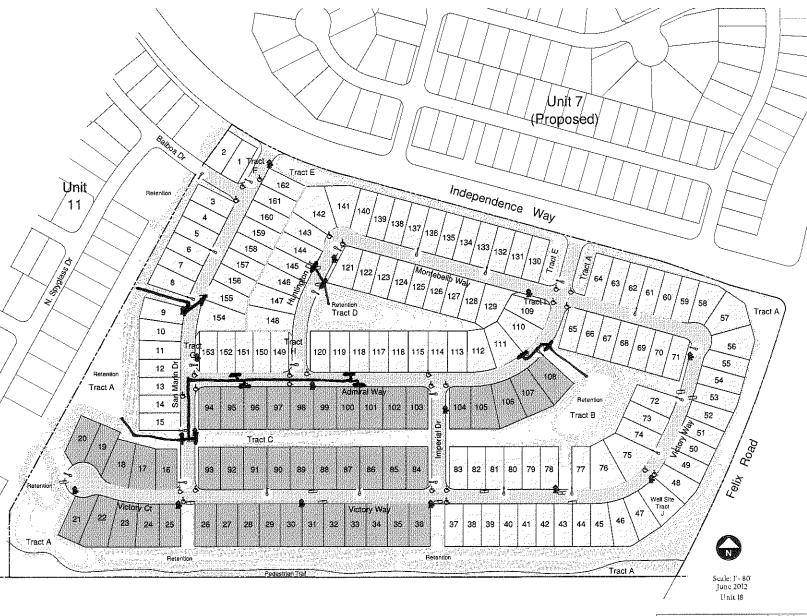
Storm Drain Inlet Air Release Valve

Retention Area

Sidewalk

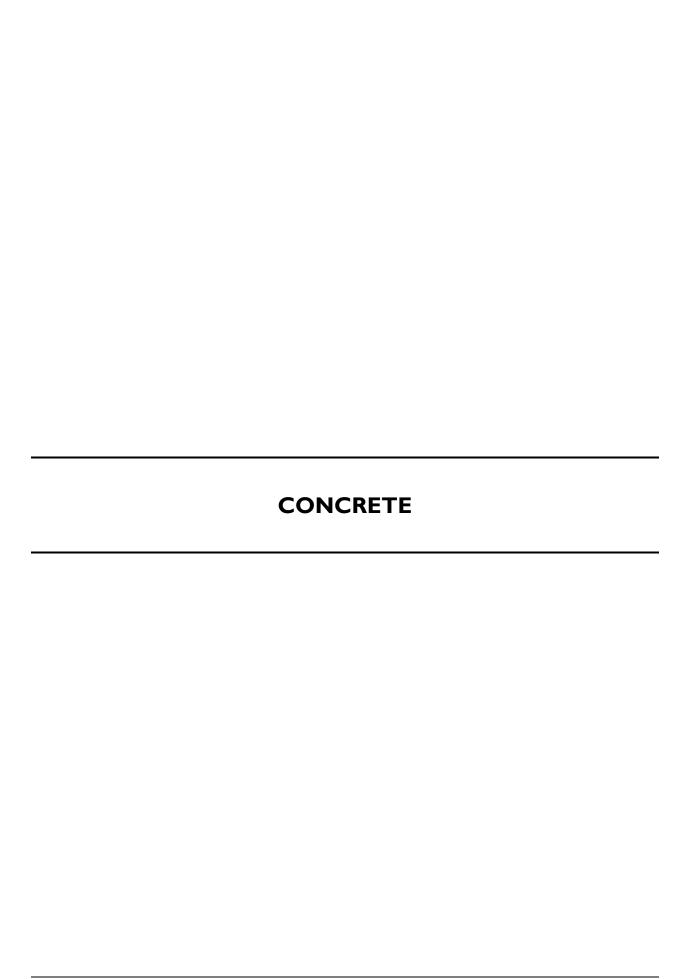
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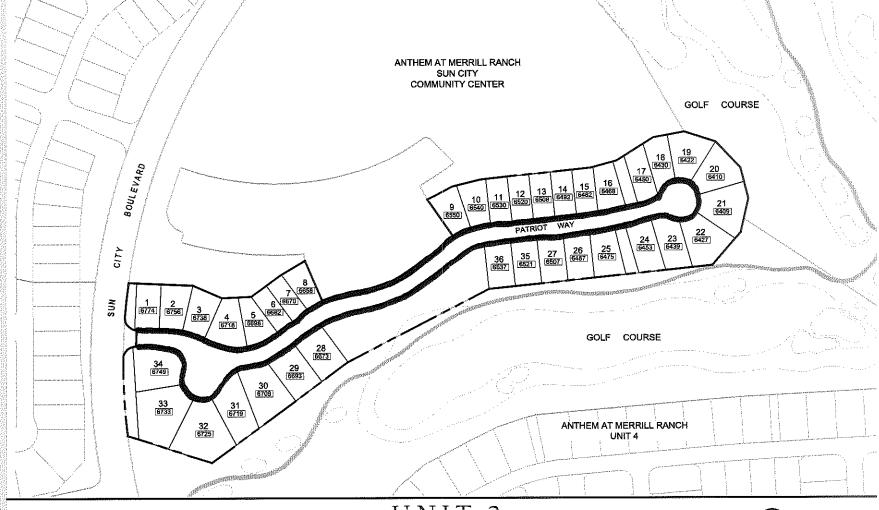


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Address Map



Scale I"=150' MAY 2013 Unit 2

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Sun City Anthem

AT MERRILL RANCH

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## Unit 9 Sales Map

#### Legend

50' (Minimum) x

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Perimeter Theme Wall
Full View Fence

Partial Height View Fence

Dooley Wall

Retaining Wall

Endwall Column

Entry Wall

Fire Hydrant Location

Street Light Location

5. Handicap Ramp Location

Mailbox Location

Phone or Cable Box

Transformer

Storm Drain Inlet

Air Release Valve

Retention Area

Sidewalk

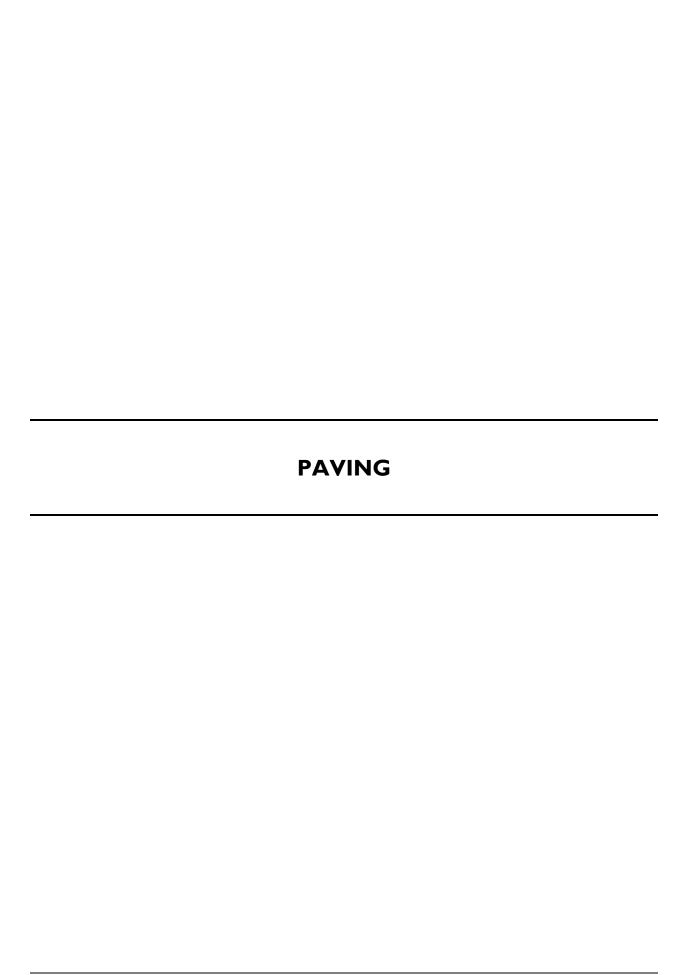
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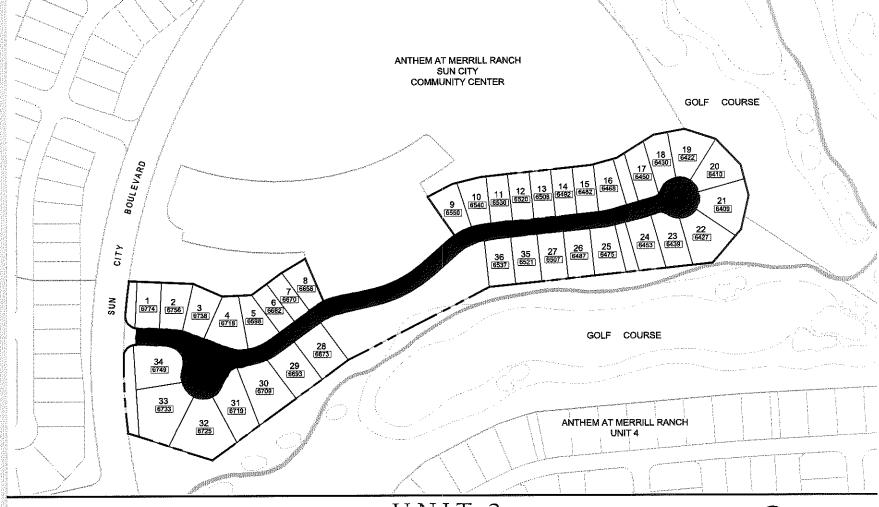


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UNIT 2

Address Map



Scale 1"=150" MAY 2013 Unit 2

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Sun City Anthem

AT MERRILL RANCH

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### Unit 9 Sales Map

#### Legend

50' (Minimum) x

60' (Minimum) x

Perimeter Theme Wall

Full View Fence
Partial Height View Fence

∞ Dooley Wall

Retaining Wall

Endwall Column

Entry Wall

Fire Hydrant Location

Street Light Location

Handicap Ramp Location

Mailbox Location

Phone or Cable Box

Transformer

Storm Drain I

Storm Drain Inlet

Air Release Valve

Retention Area Sidewalk

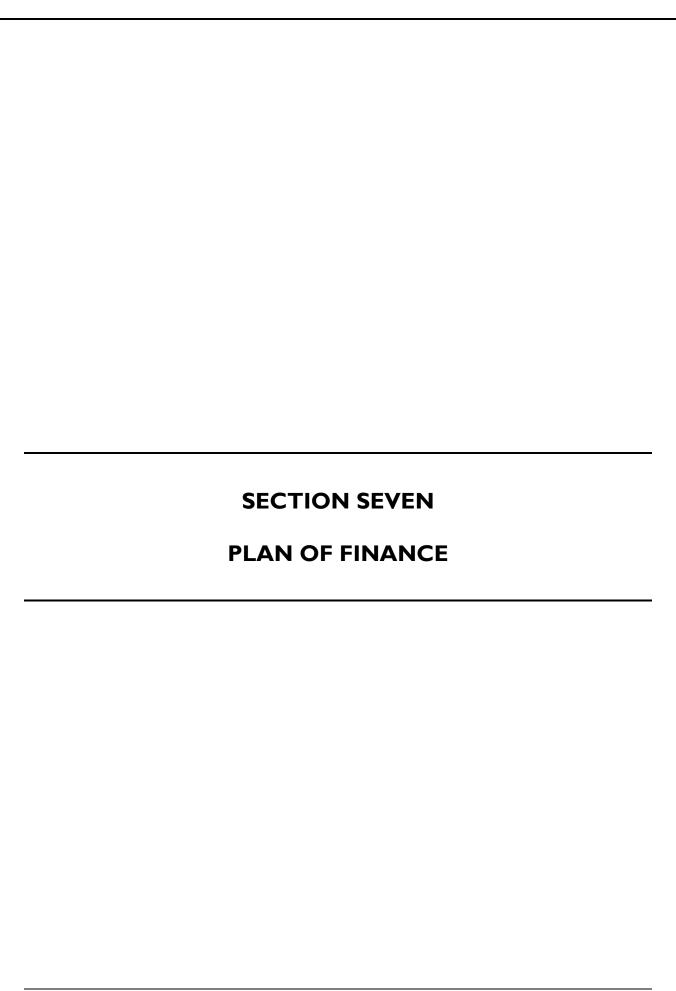
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- (I) Costs of the acquisition of the Projects as described in Section Six "ESTIMATED COSTS OF THE PROJECTS" will be provided for by the District pursuant to the Development Agreement.
- (2) Installment purchase payments due with respect to the Projects pursuant to the Development Agreement (the "Payments") shall be payable from amounts collected by the District from the hereinafter described special assessment (the "Assessment").

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

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

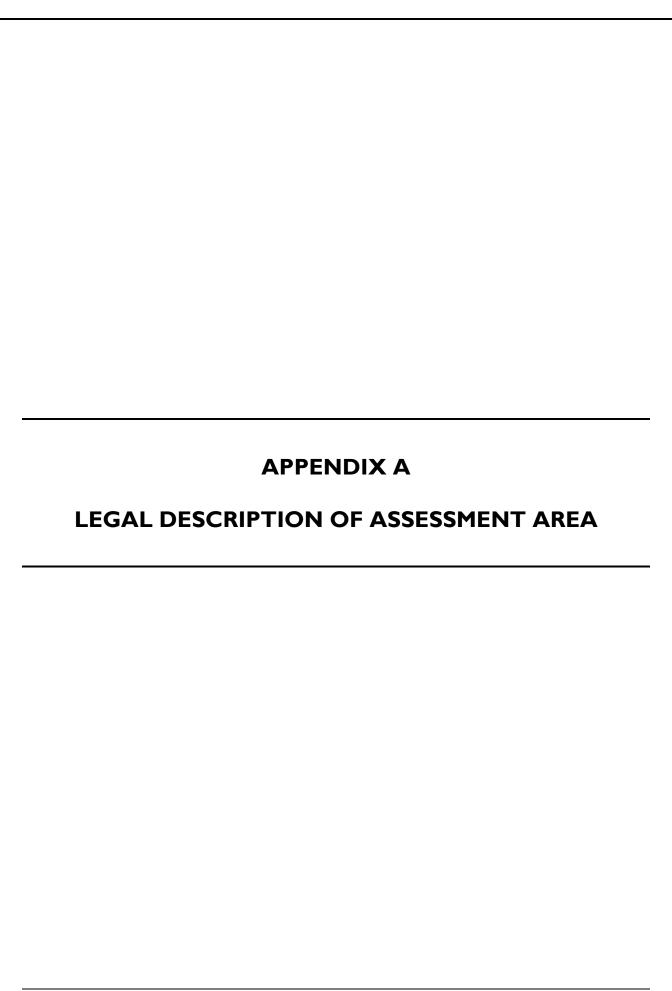
- (3) The principal component is expected to have an approximately 25 year amortization with the first year being interest only and the principal then over the remaining 24 years. See the following "Estimated Payments" in this Section.
- (4) A.R.S. Section 32-2181 et seq. requires the disclosure of all property taxes and assessments to be paid by a homeowner in the Arizona Department of Real Estate Subdivision Public Report (the "Public Report"). Each homebuyer must be supplied a Public Report and, prior to any home sale, the homebuyer must acknowledge by signature that they have read and accepted the Public Report. In addition, Pulte will require the homebuyer to sign an additional form that highlights and discloses the additional assessment payments as a result of District financing.
- (5) The District has entered into an agreement with the Pinal County Treasurer for the collection of the Assessment in a similar manner and together with the collection by the County of real property taxes.

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. I ASSESSMENT AREA SIX – Units 2 and 9A

#### **ESTIMATED PAYMENTS**

Date	Principal	Interest (I)	Total Debt Service
07/01/2014		\$30,975.00	\$30,975.00
07/01/2015	\$6,630	30,975.00	37,605.00
07/01/2016	7,120	30,477.76	37,597.76
07/01/2017	7,660	29,943.76	37,603.76
07/01/2018	8,230	29,369.26	37,599.26
07/01/2019	8,850	28,752.00	37,602.00
07/01/2020	9,510	28,088.26	37,598.26
07/01/2021	10,230	27,375.00	37,605.00
07/01/2022	11,000	26,607.76	37,607.76
07/01/2023	11,830	25,782.76	37,612.76
07/01/2024	12,710	24,895.52	37,605.52
07/01/2025	13,660	23,942.26	37,602.26
07/01/2026	14,690	22,917.76	37,607.76
07/01/2027	15,790	21,816.00	37,606.00
07/01/2028	16,980	20,631.76	37,611.76
07/01/2029	18,250	19,358.26	37,608.26
07/01/2030	19,610	17,989.52	37,599.52
07/01/2031	21,080	16,518.76	37,598.76
07/01/2032	22,670	14,937.76	37,607.76
07/01/2033	24,360	13,237.50	37,597.50
07/01/2034	26,190	11,410.52	37,600.52
07/01/2035	28,160	9,446.26	37,606.26
07/01/2036	30,270	7,334.26	37,604.26
07/01/2037	32,540	5,064.00	37,604.00
07/01/2038	34,980	2,623.52	67,603.52
Total	\$413,000	\$520,470.22	\$933,470.22

<sup>(</sup>I) Interest estimated at 7.50%. Subject to change based on market conditions.





Anthem at Merrill Ranch, Unit 2

A parcel of land lying within the Section 19, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner Section 19 (GLO Brass Cap, found) from which the Southeast Corner of said Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) bears South 89 degrees 55 minutes 22 seconds East (Basis of Bearing) a distance of 2622.99 feet;

Thence North 32 degrees 30 minutes 17 seconds West, a distance of 2370.33 feet to the **POINT OF BEGINNING**;

Thence Northerly, an arc distance of 375.07 feet along a non-tangent to the right who's radius point bears North 83 degrees 01 minutes 04 seconds East, with a radius of 1460.00 feet and a central angle of 14 degrees 43 minutes 09 seconds;

Thence South 87 degrees 34 minutes 07 seconds East, a distance of 79.62 feet;

Thence South 87 degrees 26 minutes 12 seconds East, a distance of 78.04 feet;

Thence South 66 degrees 19 minutes 29 seconds East, a distance of 77.74 feet;

Thence South 87 degrees 32 minutes 02 seconds East, a distance of 71.36 feet;

Thence North 53 degrees 39 minutes 10 seconds East, a distance of 92.00 feet;

Thence North 59 degrees 33 minutes 45 seconds East, a distance of 66.60 feet;

Thence South 23 degrees 45 minutes 13 seconds East, a distance of 115.00 feet;

Thence Easterly an arc distance of 31.95 feet along a non-tangent curve to the right who's radius point bears South 23 degrees 45 minutes 13 seconds East, with a radius of 170.00 feet and a central angle of 10 degrees 46 minutes 02 seconds:

Thence North 77 degrees 00 minutes 49 seconds East, a distance of 91.42 feet;

Thence Easterly, an arc distance of 138.00 feet along a curve to the left, having a radius of 280.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence North 48 degrees 46 minutes 32 seconds East, a distance of 85.42 feet;

Thence Easterly, an arc distance of 19.59 feet along a curve to the right, having a radius of 170.00 feet and a central angle of 06 degrees 36 minutes 12 seconds;

Thence North 34 degrees 37 minutes 17 seconds West, a distance of 115.00 feet;

Thence North 62 degrees 17 minutes 30 seconds East, a distance of 68.61 feet;



Thence North 76 degrees 05 minutes 11 seconds East, a distance of 68.61 feet;

Thence North 83 degrees 57 minutes 58 seconds East, a distance of 273.55 feet;

Thence North 74 degrees 27 minutes 26 seconds East, a distance of 66.05 feet;

Thence North 57 degrees 47 minutes 18 seconds East, a distance of 106.04 feet;

Thence North 79 degrees 19 minutes 24 seconds East, a distance of 78.18 feet;

Thence South 72 degrees 04 minutes 56 seconds East, a distance of 80.22 feet;

Thence South 43 degrees 18 minutes 07 seconds East, a distance of 88.32 feet;

Thence South 14 degrees 31 minutes 01 seconds East, a distance of 78.26 feet;

Thence South 12 degrees 51 minutes 01 seconds West, a distance of 84.21 feet;

Thence South 40 degrees 13 minutes 03 seconds West, a distance of 107.14 feet;

Thence South 83 degrees 57 minutes 58 seconds West, a distance of 550.82 feet;

Thence North 06 degrees 02 minutes 02 seconds West, a distance of 114.61 feet;

Thence Westerly, an arc distance of 69.84 feet along a non-tangent curve to the left, who's radius point bears South 10 degrees 26 minutes 44 seconds East having a radius of 130.00 feet and a central angle of 30 degrees 46 minutes 44 seconds;

Thence South 48 degrees 46 minutes 32 seconds West, a distance of 85.42 feet;

Thence Westerly, an arc distance of 157.71 feet along a curve to the right having a radius of 320.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence South 77 degrees 00 minutes 49 seconds West, a distance of 91.42 feet;

Thence Westerly, an arc distance of 53.00 feet along a curve to the left having a radius of 130.00 feet and a central angle of 23 degrees 21 minutes 39 seconds;

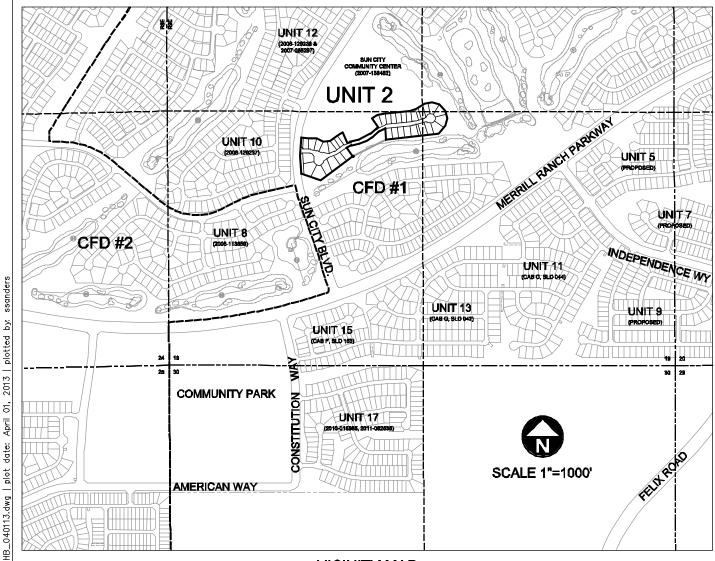
Thence South 36 degrees 20 minutes 50 seconds East, a distance of 115.00 feet;

Thence South 53 degrees 39 minutes 10 seconds West, a distance of 414.58'

Thence North 71 degrees 55 minutes 52 seconds West, a distance of 216.66 feet to the **POINT OF BEGINNING**.

Containing 8.9888 acres more or less.

See Exhibit "A" attached.



#### **VICINITY MAP**

LINE TABLE				
LINE	BEARING	DISTANCE		
L1 S48 <sup>-</sup> 46'32"W		85.42'		
L2	S77'00'49"W	91.42'		

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	TANGENT	
C1	170.00'	31.95	10 <sup>-</sup> 46'02"	16.02	
C2	170.00'	19.59	6 <sup>-</sup> 36'12"	9.81	
C3	130.00'	69.84	30 <sup>-</sup> 46 <b>'</b> 44"	35.78	
C4	130.00'	53.00'	23 <sup>-</sup> 21'39"	26.88	

LINE LEGEND

BOUNDARY LINE (CFD LIMITS)

PARCEL BOUNDARY LINE

UNIT 2 LOT LINE

ADJACENT PARCEL LOT LINE

MID-SECTION LINE

SECTION LINE

**ABBREVIATIONS** 

CFD COMMUNITY FACILITIES DISTRICT

BOB BASIS OF BEARING POB POINT OF BEGINNING RB RADIAL BEARING



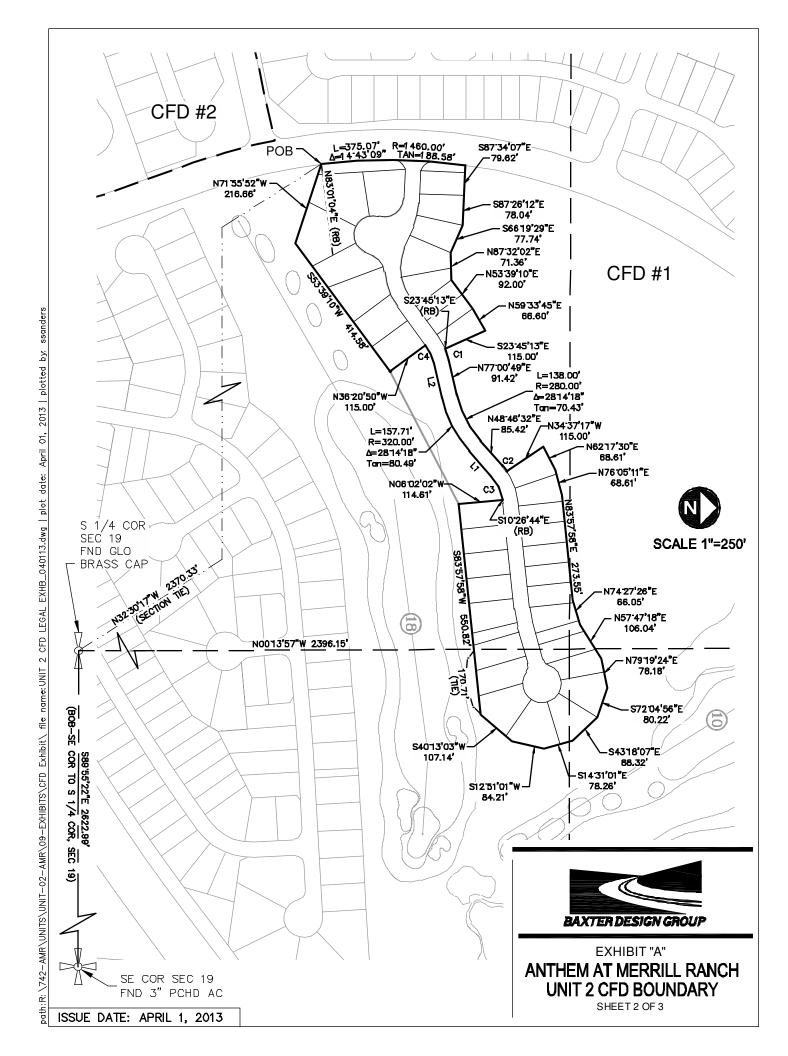
EXHIBIT "A"

ANTHEM AT MERRILL RANCH UNIT 2 CFD BOUNDARY

SHEET 1 OF 3

April 01, R: \742-AMR\UNITS\UNIT-02-AMR\09-EXHIBITS\CFD Exhibit\ file name:UNIT 2 CFD LEGAL EXHB\_040113.dwg | plot date:

ISSUE DATE: APRIL 1, 2013





### <u>Legal Description</u> Anthem at Merrill Ranch, Unit 9A

A parcel of land lying within the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Southeast Corner Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) from which the South Quarter corner of said Section 19 (3" GLO Brass Cap, found) bears North 89 degrees 55 minutes 26 seconds West (Basis of Bearing) a distance of 2622.97 feet, also from the Southeast corner, the East Quarter corner of Section 19 (One half inch Rebar, No ID, found) bears North 00 degrees 13 minutes 50 seconds West, a distance of 2643.34 feet;

Thence, North 89 degrees 55 minutes 26 seconds West, a distance of 807.42 feet to a point on the South line of the Southeast Quarter of Section 19;

Thence, departing said South line, North 00 degrees 04 minutes 34 seconds East, a distance of 513.22 feet to the **POINT OF BEGINNING**;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 214.80 feet;

Thence, North 14 degrees 55 minutes 30 seconds East, a distance of 61.58 feet;

Thence, North 12 degrees 31 minutes 52 seconds East, distance of 37.93 feet;

Thence, North 26 degrees 53 minutes 16 seconds East, a distance of 331.57 feet;

Thence Northwesterly, an arc distance of 18.42 feet along a non-tangent curve to the right, the radius point of which bears North 33 degrees 26 minutes 36 seconds East, a distance of 1200.00 feet with a central angle of 00 degrees 52 minutes 46 seconds;

Thence, North 35 degrees 44 minutes 27 seconds East, a distance of 155.01 feet;

Thence, South 57 degrees 16 minutes 02 seconds East, a distance of 48.52 feet;

Thence, South 59 degrees 53 minutes 36 seconds East, a distance of 61.98 feet;

Thence Northwesterly, an arc distance of 36.93 feet along a non-tangent curve to the left, the radius point bears North 79 degrees 52 minutes 01West, a distance of 30.00 feet with a central angle of 70 degrees 31 minutes 44 seconds to a point of cusp:

Thence Easterly, an arc distance of 97.19 feet along a curve to the left, the radius point bears North 29 degrees 36 minutes 15 seconds East, a distance of 1025.00 feet with a central angle of 05 degrees 25 minutes 58 seconds to a point of cusp;



Thence Southwesterly, an arc distance of 45.70 feet along a curve to the left, the radius point bears South 24 degrees 10 minutes 16 seconds West, a distance of 30.00 feet with a central angle of 87 degrees 17 minutes 01 seconds;

Thence, South 26 degrees 53 minutes 16 seconds West, a distance of 26.32 feet;

Thence, South 63 degrees 06 minutes 44 seconds East, a distance of 115.00 feet;

Thence, North 88 degrees 45 minutes 39 seconds East, a distance of 122.98 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 583.29 feet;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 125.00 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 27.60 feet;

Thence Northeasterly, an arc distance of 39.27 feet along a curve to the left having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence, North 15 degrees 22 minutes 23 seconds East, a distance of 95.18 feet;

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

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 100.00 feet;

Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left, the radius point bears South 15 degrees 22 minutes 23 seconds West, a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 188.37 feet;

Thence Southerly, an arc distance of 126.35 feet along a curve to the right having a radius of 270.00 feet and a central angle of 26 degrees 48 minutes 44 seconds;

Thence, South 47 degrees 48 minutes 53 seconds East, a distance of 120.00 feet;

Thence, South 42 degrees 11 minutes 07 seconds West, a distance of 82.60 feet;

Thence, South 66 degrees 06 minutes 07 seconds West, a distance of 165.20 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 142.79 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

Thence Southerly, and arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;



Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 40.00 feet;

Thence Northerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears North 89 degrees 58 minutes 53 seconds West, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

Thence, South 00 degrees 01 minutes 07 seconds West, a distance of 115.00 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 643.19 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

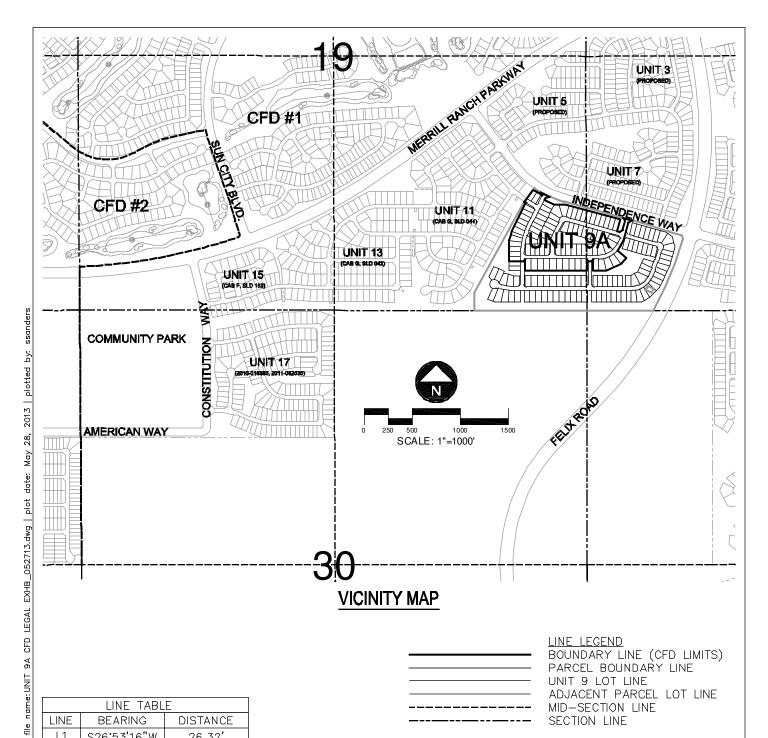
Thence Southerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

Thence, North 87 degrees 11 minutes 18 seconds West, a distance of 40.05 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 117.00 feet to the **POINT OF BEGINNING**.

Containing 16.7705 acres more or less.

See Exhibit "A", attached.



LINE TABLE				
LINE	BEARING	DISTANCE		
L1	S26*53'16"W	26.32'		
L2	S74 <b>·</b> 37'37"E	27.60′		
L3	N15 <b>*</b> 22 <sup>'</sup> 23"E	95.18 <sup>'</sup>		
L4	N89°58′53″W	40.00'		
L5	N87°11'18"W	40.05'		

path: R: \742-AMR\UNITS\UNIT-09-AMR\09-EXHIBITS\CFD Legal\

	CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	TANGENT		
C1	1200.00	18.42	0'52'46"	9.21		
C2	30.00'	36.93	70 <b>°</b> 31 <b>'</b> 44"	21.21		
C3	1025.00	97.19	5*25'58"	48.63		
C4	30.00'	45.70 <b>'</b>	87"17'01"	28.61		
C5	25.00'	39.27	90°00′00"	25.00		
C6	30.00'	47.12	90.00,00,	30.00		
C7	30.00'	47.12	90'00'00"	30.00		
C8	270.00'	126.35	26*48'44"	64.35		
C9	25.00'	23.18'	53.07,48"	12.50		
C10	25.00'	23.18	53°07'48"	12.50		
C11	25.00'	23.18	53'07'48"	12.50		

LINE LEGEND BOUNDARY LINE (CFD LIMITS) PARCEL BOUNDARY LINE UNIT 9 LOT LINE ADJACENT PARCEL LOT LINE MID-SECTION LINE SECTION LINE

**ABBREVIATIONS** 

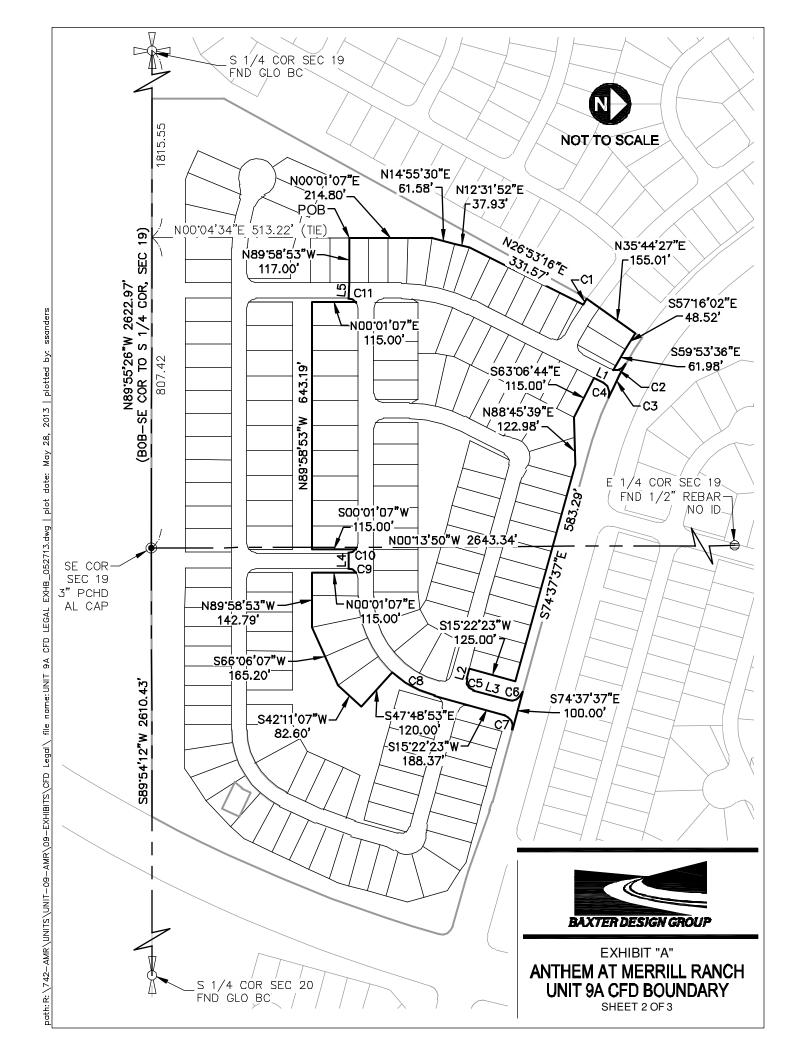
COMMUNITY FACILITIES DISTRICT CFD

BASIS OF BEARING BOB POINT OF BEGINNING POB RB RADIAL BEARING



EXHIBIT "A" ANTHEM AT MERRILL RANCH **UNIT 9A CFD BOUNDARY** 

SHEET 1 OF 3



# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

(Florence, Arizona)

# ASSESSMENT METHODOLOGY ASSESSMENT AREA SIX

(Units 2 and 9A)

Prepared by:

**WILLDAN** 

1440 East Missouri Ave, Suite C170 Phoenix, AZ 85014 (602) 870-7600

May 31, 2013

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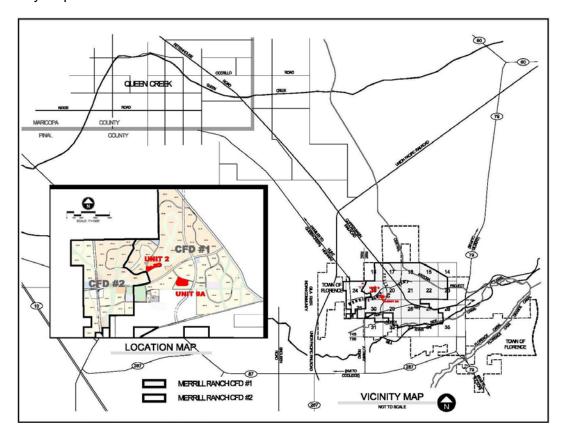
PROJECT DESCRIPTION	1
DESCRIPTION OF IMPROVEMENTS	2
Street Improvements Storm Drain Improvements	2 2
Engineering	2
PRELIMINARY COST ESTIMATE	2
ASSESSMENT METHODOLOGY	4
Reserve Fund and Bond Issuance Costs Estimated Special Assessment Liens Per Lot	4
DIAGRAMS FOR ASSESSMENT AREA 6 (UNITS 2 AND 9A)	5
LEGAL DESCRIPTION OF ASSESSMENT AREA	13
CONCLUSION	23

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 ASSESSMENT AREA SIX (ANTHEM AT MERRILL RANCH UNITS 2 and 9A) Town of Florence, Arizona

Willdan, the District Engineer for the Merrill Ranch Community Facilities District No. 1, makes this report of benefit as directed by District staff in support of the Feasibility Report for the Issuance of Not to Exceed \$413,000 Aggregate Principal Amount of Installment Purchase Agreement for Merrill Ranch Community Facilities District No. 1 Special Assessment Area #6 (Assessment Area Six), dated June 17, 2013 ("Feasibility Report").

## PROJECT DESCRIPTION

The Merrill Ranch master planned community ("Project") consists of 8,970 acres and is located in the Town of Florence, Arizona. On December 19, 2005 the Merrill Ranch Community Facilities District No. 1 was established over 7,900 of such acres to finance the construction and/or acquisition of public infrastructure that are part of the Project. Assessment Area Six of such District ("Assessment Area Six") consists of 118 residential lots within 26.68 gross acres. Special Assessment Bonds (Assessment Area Six) ("Bond Issue") relates to the acquisition of public infrastructure that will benefit development of Assessment Area Six. Details related to the project area, infrastructure improvements, costs, and land use can be found in the Feasibility Report.



## **DESCRIPTION OF IMPROVEMENTS**

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

## **Street Improvements**

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

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

#### **Storm Drain Improvements**

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

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

## **Engineering**

The projects include engineering design, survey, and development of infrastructure plans for grading and drainage, utilities, paving, concrete and storm drain as related to the public improvements necessary in Assessment Area Six, Units 2 and 9A. The plans will be reviewed and approved by the Town in accordance with their guidelines and standards.

## PRELIMINARY COST ESTIMATE

The Bond Issue secured by unpaid assessments is proposed to be issued in accordance with the Arizona Revised Statutes, the Town of Florence, Arizona Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts, and Development, Financing Participation and Intergovernmental Agreement No. 1 (Merrill Ranch Community Facilities District No. 2) as amended. A summary of the costs of the public infrastructure to be financed is as follows, with details available in the Feasibility Report:

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT No. 1 ASSESSMENT AREA SIX (Units 2 and 9A)

## COST ESTIMATE

Improvement Projects	<b>Estimated Costs</b>
Residential Streets / Concrete Storm Drain Engineering	\$ 454,557 \$ 176,024 \$ 201,093
TOTAL IMPROVEMENTS	\$ 831,674
FINANCED AMOUNT NOT TO EXCEED	\$ 413,000

## **ASSESSMENT METHODOLOGY**

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

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

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

#### Reserve Fund and Bond Issuance Costs

These costs will be allocated to each lot based on taking the combined costs of the reserve fund and bond issuance costs and assigning them equally to the total lots within Assessment Area Six. These are deemed appropriate charges related to Assessment Area Six. Therefore, the Reserve Fund and Bond Issuance Costs are allocated to each lot based on equal amounts.

#### **Estimated Special Assessment Liens Per Lot**

Based upon the information presented above, the assessment to be placed upon each of the parcels and lots located within Assessment Area Six (Units 2, 9, & 17C) are as follows:

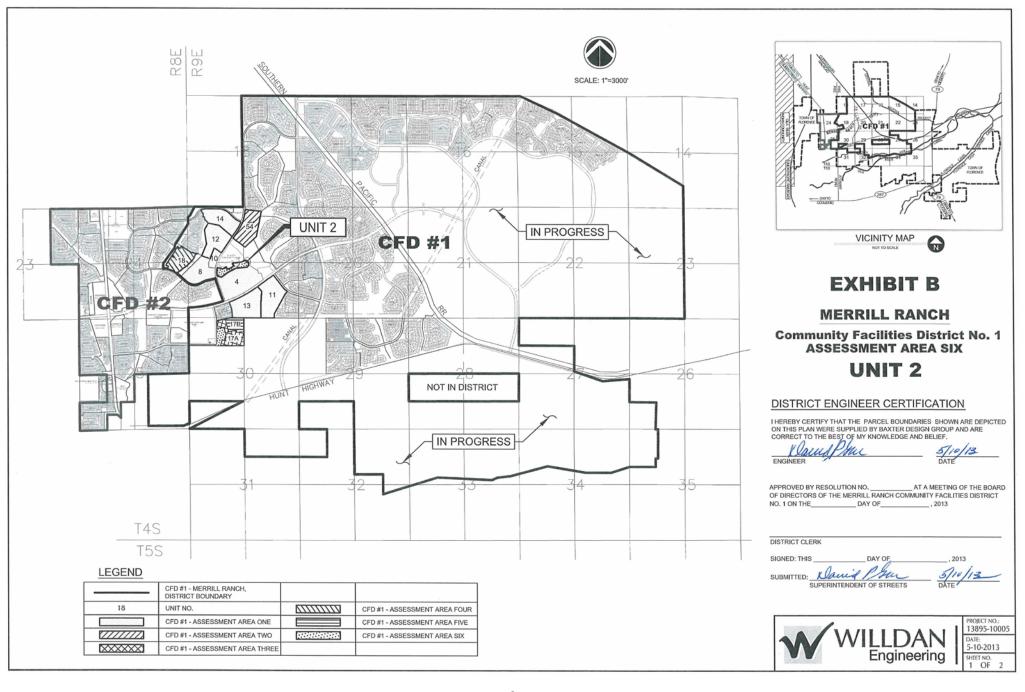
Assessment Number	Unit /Parcel No.	Use	No. of Lots	Net Ac.	Improvement Assessment per Parcel	Assessment Lien Per Lot (3)
Six	2	Res	36	9.91	\$126,000	\$3,500.00
	9A	Res	82	16.77	\$287,000	\$3,500.00
TOTALS			118	26.68	\$413,000	<u> </u>

<sup>(1)</sup> The total Bond Issuance cost reflects only the amount to be included in the assessment.

<sup>(2)</sup> Amount provided by the Underwriter.

<sup>(3)</sup> Special assessment liens will not be placed upon common areas, areas owned by homeowner's associations, public right-of-way, property owned by the District, or other governmental/public entities and will be per lot assessments which will not vary from amounts shown.

## DIAGRAMS FOR ASSESSMENT AREA 6 (UNITS 2 AND 9A)



LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
1	002-01-001	6899	\$3,500.00
2	002-01-002	7751	\$3,500.00
3	002-01-003	7741	\$3,500.00
4	002-01-004	9613	\$3,500.00
5	002-01-005	7294	\$3,500.00
6	002-01-006	5290	\$3,500.00
7	002-01-007	5290	\$3,500.00
8	002-01-008	6137	\$3,500.00
9	002-01-009	7164	\$3,500.00
10	002-01-010	6941	\$3,500.00
11	002-01-011	6095	\$3,500.00
12	002-01-012	6095	\$3,500.00
13	002-01-013	6095	\$3,500.00
14	002-01-014	6095	\$3,500.00
15	002-01-015	6166	\$3,500.00
16	002-01-016	7014	\$3,500.00
17	002-01-017	6924	\$3,500.00
18	002-01-018	6876	\$3,500.00

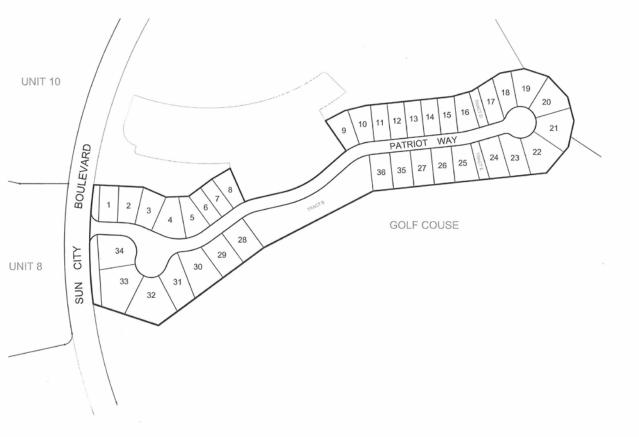
LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
19	002-01-019	9224	\$3,500.00
20	002-01-020	9238	\$3,500.00
21	002-01-021	11066	\$3,500.00
22	002-01-022	10827	\$3,500.00
23	002-01-023	8585	\$3,500.00
24	002-01-024	8421	\$3,500.00
25	002-01-025	8084	\$3,500.00
26	002-01-026	7475	\$3,500.00
27	002-01-027	7475	\$3,500.00
28	002-01-028	9200	\$3,500.00
29	002-01-029	9247	\$3,500.00
30	002-01-030	12316	\$3,500.00
31	002-01-031	10799	\$3,500.00
32	002-01-032	15614	\$3,500.00
33	002-01-033	15296	\$3,500.00
34	002-01-034	11530	\$3,500.00
35	002-01-035	7475	\$3,500.00
36	002-01-036	7475	\$3,500.00
36	002-01-036	7475	\$3,500.00



## **MERRILL RANCH**

Community Facilities District No. 1
ASSESSMENT AREA SIX

**UNIT 2** 



ASSESSMENT NO. 002-01-036

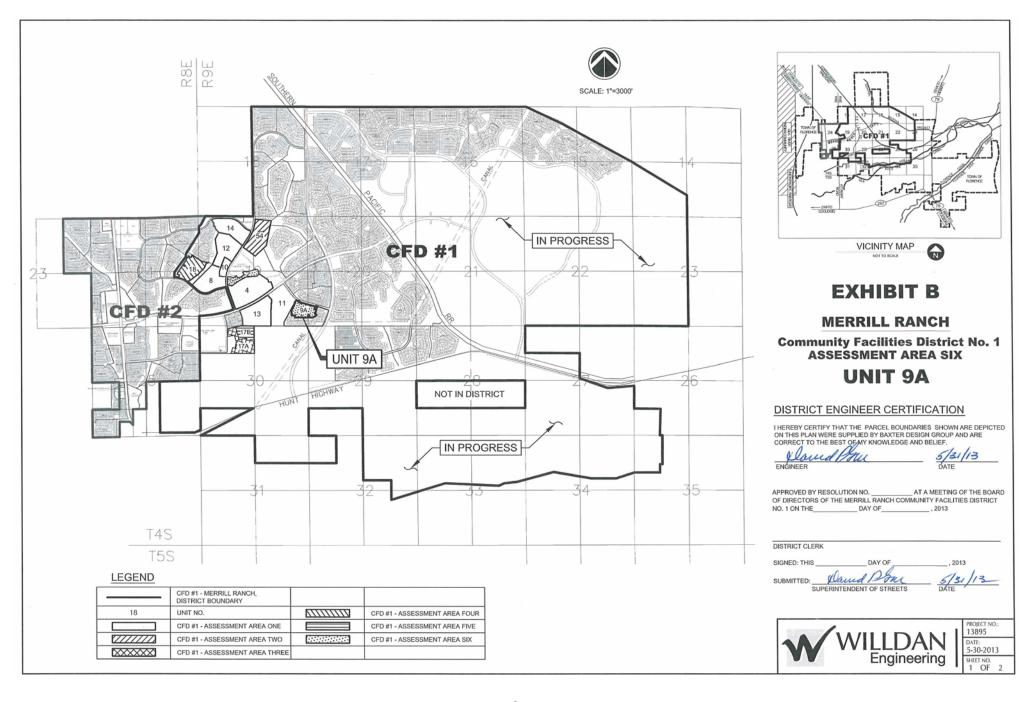
NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEASIBILITY REPORT DATED OCTOBER 17, 2011 ON FILE WITH THE DISTRICT CLERK.

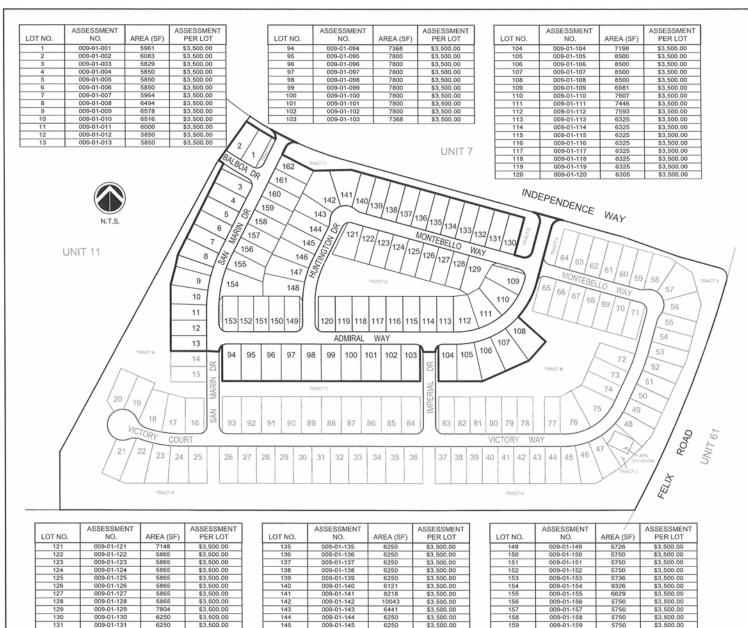


PROJECT NO.: 13895-10005

DATE: 5-10-2013

SHEET NO. 2 OF 2





\$3,500.00

\$3,500.00

6250

6250

133

134

009-01-133

009-01-134

146

148

009-01-146

009-01-148

6889

7511

8073

\$3,500.00

\$3,500.00

#### **MERRILL RANCH**

Community Facilities District No. 1
ASSESSMENT AREA SIX

## **UNIT 9A**

#### **ASSESSMENT NO.**

009-01-001 thru 009-01-013 and 009-01-094 thru 009-01-162

NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEATIBILITY REPORT DATED OCTOBER 17, 2011 ON FILE WITH THE DISTRICT CLERK.



PROJECT NO.:
13895
DATE:
5-30-2013
SHEET NO.
2 OF 2

160

161

162

009-01-160

009-01-162

5750

5750

\$3,500.00

\$3,500.00

## MERRILL RANCH CFD #1 SPECIAL ASSESSMENT AREA #6

## Unit 2

Assessment	Assessment	Lot	Address
Number	Amount	LOU	Address
002-01-001	\$3,500	1	6774 West Patriot Way
002-01-002	\$3,500	2	6756 West Patriot Way
002-01-003	\$3,500	3	6738 West Patriot Way
002-01-004	\$3,500	4	6718 West Patriot Way
002-01-005	\$3,500	5	6698 West Patriot Way
002-01-006	\$3,500	6	6682 West Patriot Way
002-01-007	\$3,500	7	6670 West Patriot Way
002-01-008	\$3,500	8	6658 West Patriot Way
002-01-009	\$3,500	9	6550 West Patriot Way
002-01-010	\$3,500	10	6540 West Patriot Way
002-01-011	\$3,500	11	6530 West Patriot Way
002-01-012	\$3,500	12	6520 West Patriot Way
002-01-013	\$3,500	13	6508 West Patriot Way
002-01-014	\$3,500	14	6492 West Patriot Way
002-01-015	\$3,500	15	6482 West Patriot Way
002-01-016	\$3,500	16	6468 West Patriot Way
002-01-017	\$3,500	17	6450 West Patriot Way
002-01-018	\$3,500	18	6430 West Patriot Way
002-01-019	\$3,500	19	6422 West Patriot Way
002-01-020	\$3,500	20	6410 West Patriot Way
002-01-021	\$3,500	21	6409 West Patriot Way
002-01-022	\$3,500	22	6427 West Patriot Way
002-01-023	\$3,500	23	6439 West Patriot Way
002-01-024	\$3,500	24	6453 West Patriot Way
002-01-025	\$3,500	25	6475 West Patriot Way
002-01-026	\$3,500	26	6487 West Patriot Way
002-01-027	\$3,500	27	6507 West Patriot Way
002-01-028	\$3,500	28	6673 West Patriot Way
002-01-029	\$3,500	29	6693 West Patriot Way
002-01-030	\$3,500	30	6709 West Patriot Way
002-01-031	\$3,500	31	6719 West Patriot Way
002-01-032	\$3,500	32	6725 West Patriot Way
002-01-033	\$3,500	33	6733 West Patriot Way
002-01-034	\$3,500	34	6749 West Patriot Way
002-01-035	\$3,500	35	6521 West Patriot Way
002-01-036	\$3,500	36	6537 West Patriot Way

## MERRILL RANCH CFD #1 SPECIAL ASSESSMENT AREA #6

## Unit 9A

Assessment	Assessment	Lot	Address
Number	Amount	LOI	Address
009-01-001	\$3,500	1	3451 N. Balboa Drive
009-01-002	\$3,500	2	3459 N. Balboa Drive
009-01-003	\$3,500	3	3426 N. San Marin Drive
009-01-004	\$3,500	4	3416 N. San Marin Drive
009-01-005	\$3,500	5	3404 N. San Marin Drive
009-01-006	\$3,500	6	3390 N. San Marin Drive
009-01-007	\$3,500	7	3376 N. San Marin Drive
009-01-008	\$3,500	8	3362 N. San Marin Drive
009-01-009	\$3,500	9	3342 N. San Marin Drive
009-01-010	\$3,500	10	3330 N. San Marin Drive
009-01-011	\$3,500	11	3314 N. San Marin Drive
009-01-012	\$3,500	12	3300 N. San Marin Drive
009-01-013	\$3,500	13	3286 N. San Marin Drive
009-01-094	\$3,500	94	5781 W. Admiral Way
009-01-095	\$3,500	95	5763 W. Admiral Way
009-01-096	\$3,500	96	5745 W. Admiral Way
009-01-097	\$3,500	97	5727 W. Admiral Way
009-01-098	\$3,500	98	5709 W. Admiral Way
009-01-099	\$3,500	99	5691 W. Admiral Way
009-01-100	\$3,500	100	5673 W. Admiral Way
009-01-101	\$3,500	101	5655 W. Admiral Way
009-01-102	\$3,500	102	5637 W. Admiral Way
009-01-103	\$3,500	103	5619 W. Admiral Way
009-01-104	\$3,500	104	5589 W. Admiral Way
009-01-105	\$3,500	105	5573 W. Admiral Way
009-01-106	\$3,500	106	5557 W. Admiral Way
009-01-107	\$3,500	107	5543 W. Admiral Way
009-01-108	\$3,500	108	5531 W. Admiral Way
009-01-109	\$3,500	109	5520 W. Admiral Way
009-01-110	\$3,500	110	5532 W. Admiral Way
009-01-111	\$3,500	111	5550 W. Admiral Way
009-01-112	\$3,500	112	5572 W. Admiral Way
009-01-113	\$3,500	113	5592 W. Admiral Way
009-01-114	\$3,500	114	5608 W. Admiral Way
009-01-115	\$3,500	115	5622 W. Admiral Way
009-01-116	\$3,500	116	5638 W. Admiral Way
009-01-117	\$3,500	117	5652 W. Admiral Way
009-01-118	\$3,500	118	5668 W. Admiral Way
009-01-119	\$3,500	119	5682 W. Admiral Way
009-01-120	\$3,500	120	5698 W. Admiral Way
009-01-121	\$3,500	121	5665 W. Montebello Way

009-01-122	\$3,500	122	5653 W. Montebello Way
009-01-123	\$3,500	123	5641 W. Montebello Way
009-01-124	\$3,500	124	5629 W. Montebello Way
009-01-125	\$3,500	125	5617 W. Montebello Way
009-01-126	\$3,500	126	5605 W. Montebello Way
009-01-127	\$3,500	127	5593 W. Montebello Way
009-01-128	\$3,500	128	5583 W. Montebello Way
009-01-129	\$3,500	129	5569 W. Montebello Way
009-01-130	\$3,500	130	5542 W. Montebello Way
009-01-131	\$3,500	131	5554 W. Montebello Way
009-01-132	\$3,500	132	5566 W. Montebello Way
009-01-133	\$3,500	133	5578 W. Montebello Way
009-01-134	\$3,500	134	5590 W. Montebello Way
009-01-135	\$3,500	135	5602 W. Montebello Way
009-01-136	\$3,500	136	5614 W. Montebello Way
009-01-137	\$3,500	137	5626 W. Montebello Way
009-01-138	\$3,500	138	5638 W. Montebello Way
009-01-139	\$3,500	139	5650 W. Montebello Way
009-01-140	\$3,500	140	5662 W. Montebello Way
009-01-141	\$3,500	141	5674 W. Montebello Way
009-01-142	\$3,500	142	3412 N. Huntington Drive
009-01-143	\$3,500	143	3402 N. Huntington Drive
009-01-144	\$3,500	144	3388 N. Huntington Drive
009-01-145	\$3,500	145	3376 N. Huntington Drive
009-01-146	\$3,500	146	3364 N. Huntington Drive
009-01-147	\$3,500	147	3350 N. Huntington Drive
009-01-148	\$3,500	148	3334 N. Huntington Drive
009-01-149	\$3,500	149	5726 W. Admiral Way
009-01-150	\$3,500	150	5740 W. Admiral Way
009-01-151	\$3,500	151	5754 W. Admiral Way
009-01-152	\$3,500	152	5768 W. Admiral Way
009-01-153	\$3,500	153	5782 W. Admiral Way
009-01-154	\$3,500	154	3343 N. San Marin Drive
009-01-155	\$3,500	155	3365 N. San Marin Drive
009-01-156	\$3,500	156	3381 N. San Marin Drive
009-01-157	\$3,500	157	3393 N. San Marin Drive
009-01-158	\$3,500	158	3405 N. San Marin Drive
009-01-159	\$3,500	159	3417 N. San Marin Drive
009-01-160	\$3,500	160	3429 N. San Marin Drive
009-01-161	\$3,500	161	3441 N. San Marin Drive
009-01-162	\$3,500	162	3453 N. San Marin Drive

## LEGAL DESCRIPTION OF ASSESSMENT AREA

Anthem At Merrill Ranch Unit 2

and

Anthem At Merrill Ranch Unit 9A

Legal descriptions to follow:



A parcel of land lying within the Section 19, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner Section 19 (GLO Brass Cap, found) from which the Southeast Corner of said Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) bears South 89 degrees 55 minutes 22 seconds East (Basis of Bearing) a distance of 2622.99 feet;

Thence North 32 degrees 30 minutes 17 seconds West, a distance of 2370.33 feet to the **POINT OF BEGINNING**;

Thence Northerly, an arc distance of 375.07 feet along a non-tangent to the right who's radius point bears North 83 degrees 01 minutes 04 seconds East, with a radius of 1460.00 feet and a central angle of 14 degrees 43 minutes 09 seconds;

Thence South 87 degrees 34 minutes 07 seconds East, a distance of 79.62 feet;

Thence South 87 degrees 26 minutes 12 seconds East, a distance of 78.04 feet;

Thence South 66 degrees 19 minutes 29 seconds East, a distance of 77.74 feet;

Thence South 87 degrees 32 minutes 02 seconds East, a distance of 71.36 feet;

Thence North 53 degrees 39 minutes 10 seconds East, a distance of 92.00 feet;

Thence North 59 degrees 33 minutes 45 seconds East, a distance of 66.60 feet;

Thence South 23 degrees 45 minutes 13 seconds East, a distance of 115.00 feet;

Thence Easterly an arc distance of 31.95 feet along a non-tangent curve to the right who's radius point bears South 23 degrees 45 minutes 13 seconds East, with a radius of 170.00 feet and a central angle of 10 degrees 46 minutes 02 seconds;

Thence North 77 degrees 00 minutes 49 seconds East, a distance of 91.42 feet;

Thence Easterly, an arc distance of 138.00 feet along a curve to the left, having a radius of 280.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence North 48 degrees 46 minutes 32 seconds East, a distance of 85.42 feet;

Thence Easterly, an arc distance of 19.59 feet along a curve to the right, having a radius of 170.00 feet and a central angle of 06 degrees 36 minutes 12 seconds;

Thence North 34 degrees 37 minutes 17 seconds West, a distance of 115.00 feet;

Thence North 62 degrees 17 minutes 30 seconds East, a distance of 68.61 feet;

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Thence North 76 degrees 05 minutes 11 seconds East, a distance of 68.61 feet;

Thence North 83 degrees 57 minutes 58 seconds East, a distance of 273.55 feet;

Thence North 74 degrees 27 minutes 26 seconds East, a distance of 66.05 feet;

Thence North 57 degrees 47 minutes 18 seconds East, a distance of 106.04 feet;

Thence North 79 degrees 19 minutes 24 seconds East, a distance of 78.18 feet;

Thence South 72 degrees 04 minutes 56 seconds East, a distance of 80.22 feet;

Thence South 43 degrees 18 minutes 07 seconds East, a distance of 88.32 feet;

Thence South 14 degrees 31 minutes 01 seconds East, a distance of 78.26 feet;

Thence South 12 degrees 51 minutes 01 seconds West, a distance of 84.21 feet;

Thence South 40 degrees 13 minutes 03 seconds West, a distance of 107.14 feet;

Thence South 83 degrees 57 minutes 58 seconds West, a distance of 550.82 feet;

Thence North 06 degrees 02 minutes 02 seconds West, a distance of 114.61 feet;

Thence Westerly, an arc distance of 69.84 feet along a non-tangent curve to the left, who's radius point bears South 10 degrees 26 minutes 44 seconds East having a radius of 130.00 feet and a central angle of 30 degrees 46 minutes 44 seconds;

Thence South 48 degrees 46 minutes 32 seconds West, a distance of 85.42 feet;

Thence Westerly, an arc distance of 157.71 feet along a curve to the right having a radius of 320.00 feet and a central angle of 28 degrees 14 minutes 18 seconds;

Thence South 77 degrees 00 minutes 49 seconds West, a distance of 91.42 feet;

Thence Westerly, an arc distance of 53.00 feet along a curve to the left having a radius of 130.00 feet and a central angle of 23 degrees 21 minutes 39 seconds;

Thence South 36 degrees 20 minutes 50 seconds East, a distance of 115.00 feet;

Thence South 53 degrees 39 minutes 10 seconds West, a distance of 414.58'

Thence North 71 degrees 55 minutes 52 seconds West, a distance of 216.66 feet to the **POINT OF BEGINNING**.

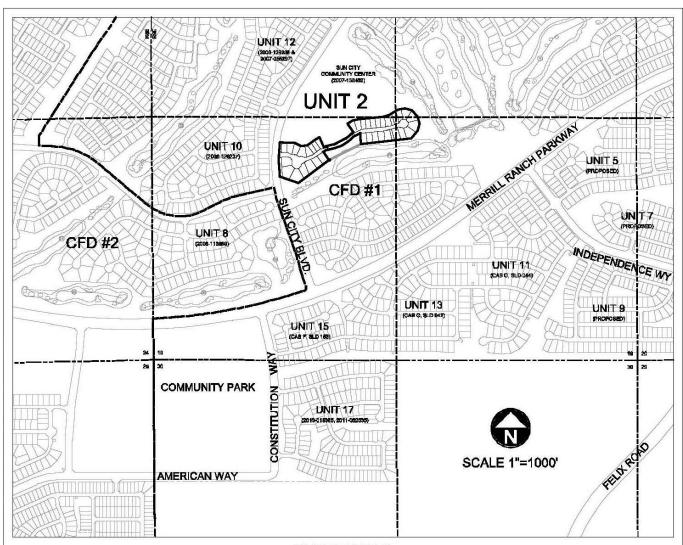
Containing 8.9888 acres more or less.

See Exhibit "A" attached.

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Page 2



## VICINITY MAP

	LINE TABLE	
LINE	BEARING	DISTANCE
L1	S48'46'32"W	85.42
L2	577'00'49"W	91,42

		CURVE T	ABLE	
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	170.00	31.95	10 <sup>-</sup> 46 <sup>1</sup> 02"	16.02
C2	170.00	19.59	6'36'12"	9.81
С3	130.00	69.84'	30.46,44"	35.78
C4	130.00	53.00'	23:21:39"	26.88

BOUN
PARC
UNIT
ADJA
MID

LINE LEGEND
BOUNDARY LINE (CFD LIMITS)
PARCEL BOUNDARY LINE
UNIT 2 LOT LINE
ADJACENT PARCEL LOT LINE
MID-SECTION LINE
SECTION LINE

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

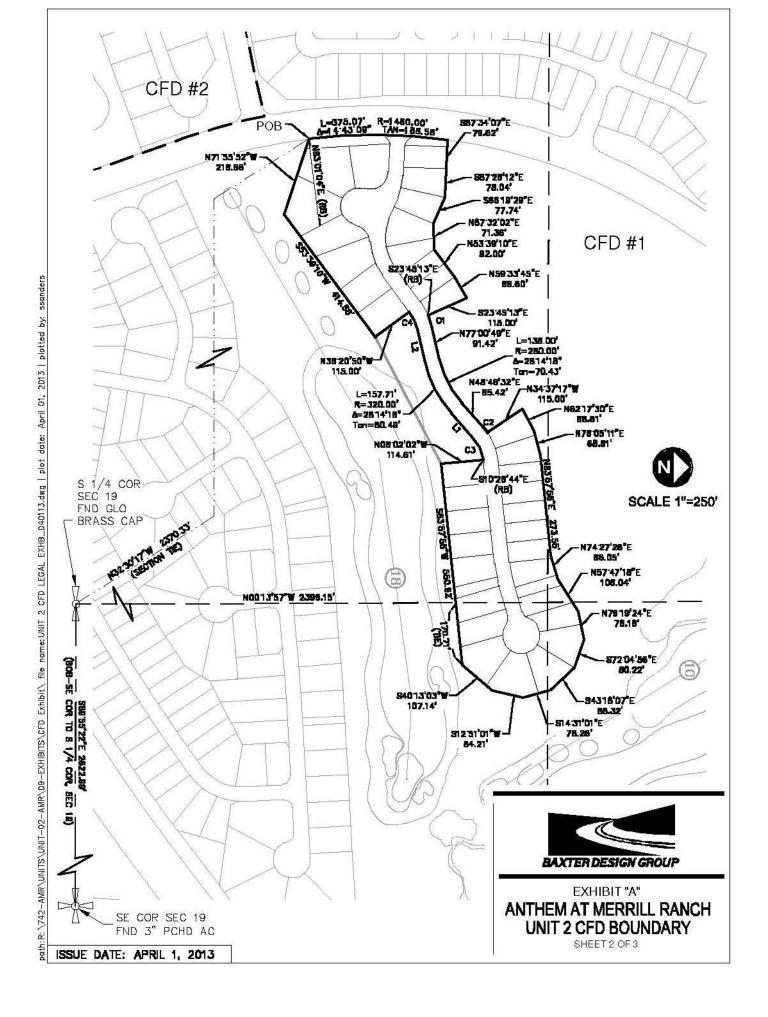
POB POINT OF BEGINNI RB RADIAL BEARING



ANTHEM AT MERRILL RANCH UNIT 2 CFD BOUNDARY

SHEET 1 OF 3

ISSUE DATE: APRIL 1, 2013





## <u>Legal Description</u> Anthem at Merrill Ranch, Unit 9A

A parcel of land lying within the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Southeast Corner Section 19 (3" Pinal Co. Hwy. Dept. Aluminum Cap, found) from which the South Quarter corner of said Section 19 (3" GLO Brass Cap, found) bears North 89 degrees 55 minutes 26 seconds West (Basis of Bearing) a distance of 2622.97 feet, also from the Southeast corner, the East Quarter corner of Section 19 (One half inch Rebar, No ID, found) bears North 00 degrees 13 minutes 50 seconds West, a distance of 2643.34 feet;

Thence, North 89 degrees 55 minutes 26 seconds West, a distance of 807.42 feet to a point on the South line of the Southeast Quarter of Section 19;

Thence, departing said South line, North 00 degrees 04 minutes 34 seconds East, a distance of 513.22 feet to the **POINT OF BEGINNING**;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 214.80 feet;

Thence, North 14 degrees 55 minutes 30 seconds East, a distance of 61.58 feet;

Thence, North 12 degrees 31 minutes 52 seconds East, distance of 37.93 feet;

Thence, North 26 degrees 53 minutes 16 seconds East, a distance of 331.57 feet;

Thence Northwesterly, an arc distance of 18.42 feet along a non-tangent curve to the right, the radius point of which bears North 33 degrees 26 minutes 36 seconds East, a distance of 1200.00 feet with a central angle of 00 degrees 52 minutes 46 seconds;

Thence, North 35 degrees 44 minutes 27 seconds East, a distance of 155.01 feet;

Thence, South 57 degrees 16 minutes 02 seconds East, a distance of 48.52 feet;

Thence, South 59 degrees 53 minutes 36 seconds East, a distance of 61.98 feet;

Thence Northwesterly, an arc distance of 36.93 feet along a non-tangent curve to the left, the radius point bears North 79 degrees 52 minutes 01West, a distance of 30.00 feet with a central angle of 70 degrees 31 minutes 44 seconds to a point of cusp:

Thence Easterly, an arc distance of 97.19 feet along a curve to the left, the radius point bears North 29 degrees 36 minutes 15 seconds East, a distance of 1025.00 feet with a central angle of 05 degrees 25 minutes 58 seconds to a point of cusp;



Thence Southwesterly, an arc distance of 45.70 feet along a curve to the left, the radius point bears South 24 degrees 10 minutes 16 seconds West, a distance of 30.00 feet with a central angle of 87 degrees 17 minutes 01 seconds;

Thence, South 26 degrees 53 minutes 16 seconds West, a distance of 26.32 feet;

Thence, South 63 degrees 06 minutes 44 seconds East, a distance of 115.00 feet;

Thence, North 88 degrees 45 minutes 39 seconds East, a distance of 122.98 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 583.29 feet;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 125.00 feet;

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 27.60 feet;

Thence Northeasterly, an arc distance of 39.27 feet along a curve to the left having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds;

Thence, North 15 degrees 22 minutes 23 seconds East, a distance of 95.18 feet;

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

Thence, South 74 degrees 37 minutes 37 seconds East, a distance of 100.00 feet;

Thence Southwesterly, an arc distance of 47.12 feet along a non-tangent curve to the left, the radius point bears South 15 degrees 22 minutes 23 seconds West, a distance of 30.00 feet with a central angle of 90 degrees 00 minutes 00 seconds;

Thence, South 15 degrees 22 minutes 23 seconds West, a distance of 188.37 feet;

Thence Southerly, an arc distance of 126.35 feet along a curve to the right having a radius of 270.00 feet and a central angle of 26 degrees 48 minutes 44 seconds;

Thence, South 47 degrees 48 minutes 53 seconds East, a distance of 120.00 feet;

Thence, South 42 degrees 11 minutes 07 seconds West, a distance of 82.60 feet;

Thence, South 66 degrees 06 minutes 07 seconds West, a distance of 165.20 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 142.79 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

Thence Southerly, and arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

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Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 40.00 feet;

Thence Northerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears North 89 degrees 58 minutes 53 seconds West, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds:

Thence, South 00 degrees 01 minutes 07 seconds West, a distance of 115.00 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 643.19 feet;

Thence, North 00 degrees 01 minutes 07 seconds East, a distance of 115.00 feet;

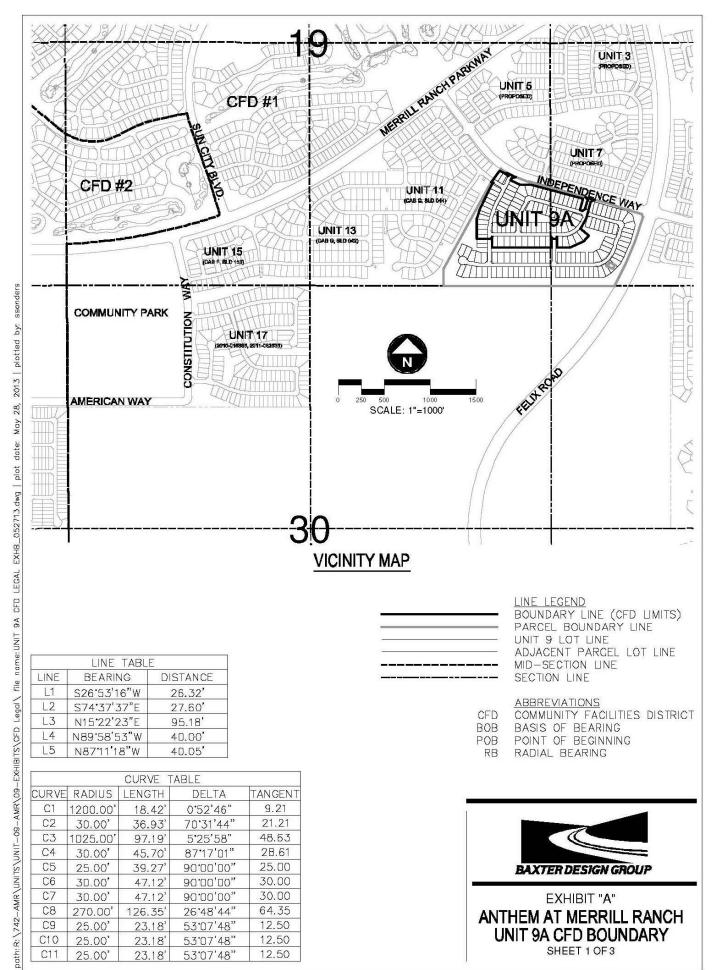
Thence Southerly, an arc distance of 23.18 feet along a non-tangent curve to the left, the radius point bears South 36 degrees 51 minutes 05 seconds East, a distance of 25.00 feet with a central angle of 53 degrees 07 minutes 48 seconds;

Thence, North 87 degrees 11 minutes 18 seconds West, a distance of 40.05 feet;

Thence, North 89 degrees 58 minutes 53 seconds West, a distance of 117.00 feet to the **POINT OF BEGINNING**.

Containing 16.7705 acres more or less.

See Exhibit "A", attached.



LINE	BEARING	DISTANCE
L1	S26°53'16"W	26.32
L2	S74*37'37"E	27.60
L3	N15'22'23"E	95.18'
L4	N89'58'53"W	40.00'
L5	N87'11'18"W	40.05

		CURVE T	ABLE	
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	1200.00	18.42'	0'52'46"	9.21
C2	30.00	36.93'	70'31'44"	21.21
C3	1025.00'	97.19	5*25'58"	48.63
C4	30.00	45.70	87"17'01"	28.61
C5	25.00	39.27	90'00'00"	25.00
C6	30.00	47.12'	90'00'00"	30.00
C7	30.00	47.12	90,00,00,	30.00
C8	270.00	126.35	26'48'44"	64.35
C9	25.00	23.181	53'07'48"	12.50
C10	25.00	23.18	53°07'48"	12.50
C11	25.00	23.18'	53'07'48"	12.50

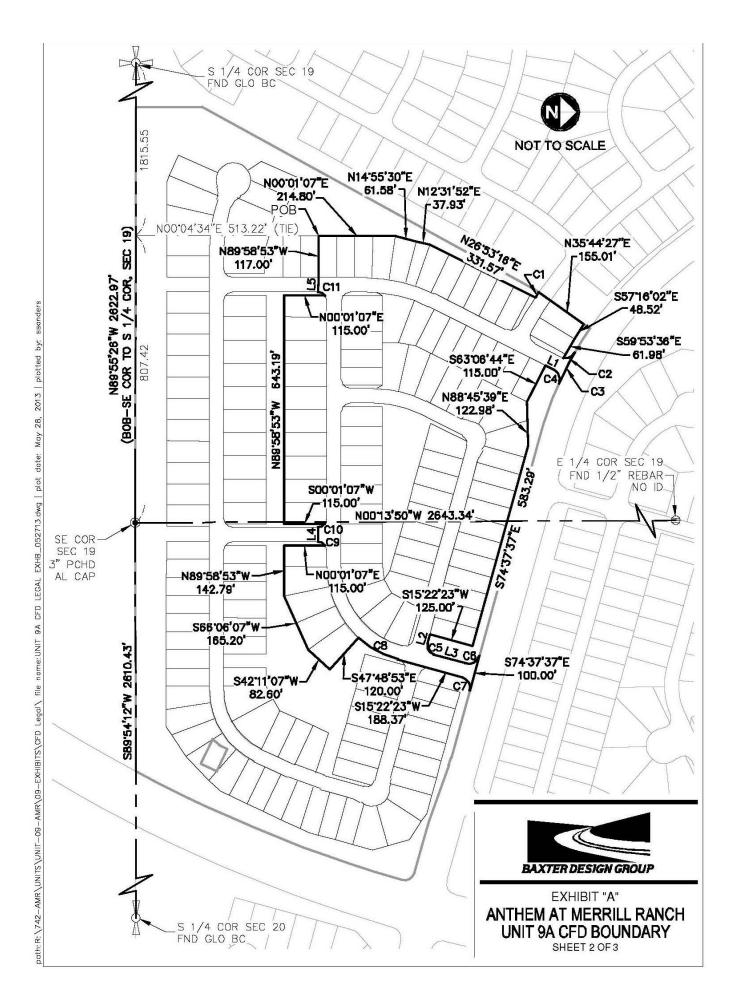
LINE LEGEND BOUNDARY LINE (CFD LIMITS)
PARCEL BOUNDARY LINE UNIT 9 LOT LINE ADJACENT PARCEL LOT LINE MID-SECTION LINE SECTION LINE

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

RADIAL BEARING RB



EXHIBIT "A" ANTHEM AT MERRILL RANCH **UNIT 9A CFD BOUNDARY** SHEET 1 OF 3



## CONCLUSION

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

<u>Vlaud PSuc</u> 5/31/13 David P. Gue, P.E.

**District Engineer** 



# Community Facilities District No. 2 District Action Form

## **AGENDA ITEM**

8a.

MEETING DATE:	June 17, 2013	
---------------	---------------	--

**DEPARTMENT:** Finance

STAFF PRESENTER: Becki Guilin, District Treasurer

**SUBJECT:** Adoption of Budget

Resolution No. MRCFD 2 224-13

|--|--|

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

## **RECOMMENDED MOTION/ACTION:**

Public Hearing to receive public comment on Merrill Ranch Community Facilities District No. 2 Budget; and for discussion and possible adoption of Resolution No. MRCFD2 224-13: A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, FLORENCE, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2013-2014.

### **BACKGROUND/DISCUSSION:**

The budget has been presented to the District Board for Community Facilities District No. 2. The budget has been advertised according to requirements. No change has been made to the expenditure amounts.

## **FINANCIAL IMPACT:**

The budget for Fiscal Year 2013-2014 is estimated to be \$3,875,860 in expenditure for Capital Improvements, Debt Service and Administrative costs.

#### **STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution NO. MRCFD2 2204-13, adopting the budget as reflected in Exhibits A-E.

## **ATTACHMENTS**:

Resolution No. MRCFD2 224-13

Exhibits A-E

Subject: Budget Resolution No. MRCFD2 224-13 Meeting Date: June 17, 2013

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

#### **RESOLUTION NO. MRCFD2 224-13**

A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, FLORENCE, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2013-2014.

**BE IT RESOLVED** by the District Board of the Merrill Ranch Community Facilities District No. 2, town of Florence, Arizona as follows:

WHEREAS, in accordance with the provisions of Title 42, Sections 301, 302, 303, and 304, A.R.S., the District Board did, on June 17, 2013 make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenue from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Merrill Ranch Community Facilities District No. 2, Town of Florence; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the District Board met on June 17, 2013 which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures of tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Merrill Ranch Community Facilities District No. 2 would meet on June 17, 2013, at the office of the District Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

**WHEREAS**, it appears that the sum to be raised by taxation, as specified therein, does not in the aggregate amount exceed that amount as computed in Title 42 Section 301.a A.R.S.:

**NOW, THEREFORE BE IT RESOLVED** by the Merrill Ranch Community Facilities District Board No. 2 of the Town of Florence, Arizona, as follows:

## Section 1. ADOPTION OF BUDGET

That the Said estimates of revenue and expenditures shown on the accompanying exhibit, marked as Exhibit "A-E", as now increased, reduced, or changed by the District Board and the same are hereby adopted as the budget of the Merrill Ranch Community Facilities District No. 2, Town of Florence, Arizona for the Fiscal Year 2013-2014.

PASSED AND ADOPTED on the 17<sup>th</sup> day of June, 2013.

	Tom J. Rankin, District Chairman
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, District Clerk	James E. Mannato, District Attorney

## OFFICAL BUDGET FORMS

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

Fiscal Year 2014

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

#### **TABLE OF CONTENTS**

#### Fiscal Year 2014

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Summary of Tax Levy and Tax Rate Information

Schedule C—Summary by Fund Type of Revenues Other Than Property Taxes

Schedule D—Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Summary by Department of Expenditures/Expenses Within Each Fund Type

Schedule F—Summary by Department of Expenditures/Expenses

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary Schedule of Estimated Revenues and Expenditures/Expenses Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES ** 2013	FUND BALANCE/ NET ASSETS*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	_	INANCING 014   <uses></uses>	_	TRANSFERS 014   <out></out>	TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
1 Special Revenue Funds	64,500	99,782	46,550	Secondary: 30,684	2,270					79,504	48,303
2 Debt Service Funds Available	983,929	608,175	979,391	332,414	353,886					1,665,691	1,051,832
3 Less: Amounts for Future Debt Retirement											
4 Total Debt Service Funds	983,929	608,175	979,391	332,414	353,886					1,665,691	1,051,832
5 Capital Projects Funds	498,700	308,242	340,588		2,436,500					2,777,088	2,775,725
12. TOTAL ALL FUNDS	\$ 1,547,129	\$ 1,016,199	\$ 1,366,529	\$ 363,098	\$ 2,792,656	\$	\$	\$	\$	\$ 4,522,283	\$ 3,875,860

EXPENDITURE LIMITATION COMPARISON	2013	2014
Budgeted expenditures/expenses	\$1,547,129	\$3,875,860
2. Add/subtract: estimated net reconciling items	<u> </u>	
3. Budgeted expenditures/expenses adjusted for reconciling items	1,547,129	3,875,860
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$1,547,129	\$3,875,860
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

<sup>\*</sup> Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

<sup>\*\*</sup> Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

<sup>\*\*\*</sup> Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary of Tax Levy and Tax Rate Information Fiscal Year 2014

			2013		2014
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$		\$	
2.	Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy.  A.R.S. §42-17102(A)(18)	\$			
3.	Property tax levy amounts				
	A. Primary property taxes	\$		\$_	
	B. Secondary property taxes		367,383	_	363,098
	C. Total property tax levy amounts	\$	367,383	\$_	363,098
4.	Property taxes collected*				
	<ul> <li>A. Primary property taxes</li> <li>(1) Current year's levy</li> <li>(2) Prior years' levies</li> <li>(3) Total primary property taxes</li> </ul>	\$ \$			
	B. Secondary property taxes (1) Current year's levy (2) Prior years' levies (3) Total secondary property taxes C. Total property taxes collected	\$ \$ \$	365,000 6,900 371,900 371,900		
_	,	Ψ	37 1,300		
Э.	Property tax rates  A. City/Town tax rate  (1) Primary property tax rate  (2) Secondary property tax rate  (3) Total city/town tax rate		3.5500 3.5500	_ _ _	3.5500 3.5500
	B. Special assessment district tax rates Secondary property tax rates - As of the date to city/town was operating 2 special property taxes are levied. For information pertained their tax rates, please contact the city/town.	ecial as aining t	sessment distric	ts fo	or which secondary

<sup>\*</sup> Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary by Fund Type of Revenues Other Than Property Taxes Fiscal Year 2014

SOURCE OF REVENUES	_	ESTIMATED REVENUES 2013		ACTUAL REVENUES* 2013		ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS						
Administration	\$_	2,270	\$_	34,476	\$_	2,270
	\$	2,270	\$_	34,476	\$	2,270
Total Special Revenue Funds	\$_	2,270	\$_	34,476	\$_	2,270
DEBT SERVICE FUNDS						
MRCFD No. 2	\$_	319,152	\$_	723,327	\$_	353,886
	\$	319,152	\$_	723,327	\$	353,886
Total Debt Service Funds CAPITAL PROJECTS FUNDS	\$_	319,152	\$_	723,327	\$_	353,886
MRCFD No. 2	\$_	350,000	\$_	500,000	\$_	2,436,500
	\$_	350,000	\$_	500,000	\$_	2,436,500
Total Capital Projects Funds	\$_	350,000	\$_	500,000	\$_	2,436,500
TOTAL ALL FUNDS	\$_	671,422	\$_	1,257,803	\$_	2,792,656

<sup>\*</sup> Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers Fiscal Year 2014

	OTHER	R FINANCING 2014	INTERFUND TRANSFERS 2014		
FUND	SOURCES	<uses></uses>	IN	<out></out>	
SPECIAL REVENUE FUNDS	\$	\$	\$	\$_	
Total Special Revenue Funds	\$		\$	\$	
DEBT SERVICE FUNDS	¢	<b>•</b>	<b>•</b>	\$	
Total Debt Service Funds CAPITAL PROJECTS FUNDS	\$	\$	\$	\$	
CAPITAL PROJECTS FUNDS	\$	\$	\$	\$	
Total Capital Projects Funds	•			 	
TOTAL ALL FUNDS	\$	\$	\$	\$	

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary by Department of Expenditures/Expenses Within Each Fund Type Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
SPECIAL REVENUE FUNDS		-			
Administration	\$ 64,500	\$		\$ 99,782	\$ 48,303
Total Special Revenue Funds	\$ 64,500	\$		\$ 99,782	\$ 48,303
DEBT SERVICE FUNDS					
MRCFD No. 2	\$ 983,929	\$		\$ 608,175	\$ 1,051,832
Total Debt Service Funds	\$ 983,929	\$		\$ 608,175	\$ 1,051,832
CAPITAL PROJECTS FUNDS					
MRCFD No. 2	\$ 498,700	\$		\$ 308,242	\$ 2,775,725
Total Capital Projects Funds	\$ 498,700	\$		\$ 308,242	\$ 2,775,725
TOTAL ALL FUNDS	1,547,129	\$		\$ 1,016,199	\$ 3,875,860

<sup>\*</sup> Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



# Community Facilities District No. 2 District Action Form

### AGENDA ITEM 8b.

1864	
MEETING DATE: June 17, 2013	☐ Action☐ Information Only
DEPARTMENT: Finance	<ul><li>☑ Public Hearing</li><li>☐ Resolution</li></ul>
STAFF PRESENTER: Becki Guilin, District Treasurer	☐ Ordinance☐ Regulatory
SUBJECT: Public Hearing On Property Tax Levy	☐ 1 <sup>st</sup> Reading ☑ 2 <sup>nd</sup> Reading ☐ Other

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

Open Public Hearing to receive citizen's comments on property tax levy; and second reading of ORDINANCE NO. MRCFD2 209-13:AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2014.

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

A budget and property tax levy must be adopted each year for Community Facilities District.

The budget and property tax notification has been published in the local newspaper. The time and date for a public hearing has been set.

The District Board has authorized a secondary property tax levy for the payment of debt service, infrastructure and operations and maintenance of Community Facilities District No. 2. The current property tax rate is \$3.55 per \$100 of net assessed valuation.

The estimates for budget year 2013-2014 have been set forth. This year's budget includes anticipated revenues from assessments and secondary tax. Expenditures are included along with anticipated debt service and administrative expenses.

Pulte has estimated that this year special assessment bonds will be issued for \$556,500. Special Assessment bonds are for local improvements.

A secondary property tax levy is made for the payment of principal and interest on the General Obligation bonds that have been issued for the district. The General Obligation

Subject: Public Hearing MRCFD2 Tax Levy Page 1 of 2

Meeting Date: June 17, 2013

bonds are for regional improvements. GO Bonds in the amount of \$1,880,000 are anticipated to be issued for this year.

#### **FINANCIAL IMPACT**:

Total collections in revenues and prior year fund balance and bond proceeds are anticipated to fund all expenditures. A secondary property tax of \$3.25 per \$100/NAV estimated at \$332,414 for the costs of capital improvements to be financed and all other expenditures for public infrastructure and enhanced municipal services plus an operations and maintenance levy of \$0.30 per \$100/NAV estimated at \$30,684 will be levied on this district for a total of \$3.55 per \$100/NAV or \$363,098.

Though Community Facilities Districts do no follow expenditure limitation, a budget must be prepared. Total expenditures, including anticipated bond proceeds, are estimated at \$3,875,860.

#### **STAFF RECOMMENDATION:**

Open public hearing to receive citizen's comments on property tax levy and hold the second reading of Ordinance No. MRCFD2 209-13.

Meeting Date: June 17, 2013

#### **ATTACHMENTS:**

Ordinance No. MRCFD2 209-13 Budget Schedules A-E Ad for Public Notice

Subject: Public Hearing MRCFD2 Tax Levy

Page 2 of 2

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

#### ORDINANCE NO. MRCFD2 209-13

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

WHEREAS, by the provision of State Law, the Ordinance levying a secondary property tax rate for the Fiscal Year 2013-2014 is required to be adopted no later than the third Monday in August; and

**WHEREAS,** the County of Pinal is now the assessing and collecting authority for the Merrill Ranch Community Facilities District No. 2, the District Clerk is hereby directed to transmit a certified copy of the Ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona;

**NOW, THEREFORE, BE IT ORDAINED** by the District Board of Merrill Ranch Community Facilities District No. 2 as follows:

**Section 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 2, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$3.25** on each one hundred dollars (\$100.00) for the purpose of providing debt service and enhanced municipal services, and **\$0.30** on each one hundred dollars (\$100.00) for operations and maintenance of the district, for a combined rate of **\$3.55** on each one hundred dollars (\$100.00) for the fiscal year ending on the 30<sup>th</sup> day of June 2014, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 2:** No failure by the officials of Pinal County, Arizona to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in

any manner affect the lien of the Town upon such property for the delinquent unpaid taxes thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

**Section 3:** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**Section 4:** The immediate operation of the Ordinance is necessary for the preservation of the public peace, health, and safety of the Merrill Ranch Community Facilities District No. 2, and an emergency is hereby declared to exist; and this Ordinance shall be in full force and effect from its passage and approval by the District Board and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

**PASSED AND ADOPTED BY THE DISTRICT BOARD** of Merrill Ranch Community Facilities District No. 2, Florence Arizona, the 1<sup>st</sup> day of July 2013.

	Tom Rankin, District Chairperson
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia. District Clerk	James E. Mannato. District Attornev

## OFFICAL BUDGET FORMS

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

Fiscal Year 2014

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

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#### Fiscal Year 2014

Resolution for the Adoption of the Budget

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Schedule B—Summary of Tax Levy and Tax Rate Information

Schedule C—Summary by Fund Type of Revenues Other Than Property Taxes

Schedule D—Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Summary by Department of Expenditures/Expenses Within Each Fund Type

Schedule F—Summary by Department of Expenditures/Expenses

## MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary Schedule of Estimated Revenues and Expenditures/Expenses Fiscal Year 2014

FIND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES ** 2013	ASSETS***	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	20	INANCING	20	TRANSFERS	TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
FUND	2013	2013	July 1, 2013**		2014	SOURCES	<uses></uses>	IN	<out></out>	2014	2014
1 Special Revenue Funds	64,500	99,782		Secondary: 30,684	2,270					79,504	48,303
2 Debt Service Funds Available	983,929	608,175	979,391	332,414	353,886					1,665,691	1,051,832
3 Less: Amounts for Future Debt Retirement											
4 Total Debt Service Funds	983,929	608,175	979,391	332,414	353,886					1,665,691	1,051,832
5 Capital Projects Funds	498,700	308,242	340,588		2,436,500					2,777,088	2,775,725
12. TOTAL ALL FUNDS	\$ 1,547,129	\$ 1,016,199	\$ 1,366,529	\$ 363,098	\$ 2,792,656	\$	\$	\$	\$	\$ 4,522,283	\$ 3,875,860

EXPENDITURE LIMITATION COMPARISON	2013	2014
Budgeted expenditures/expenses	\$1,547,129	\$3,875,860
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	1,547,129	3,875,860
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$1,547,129	\$3,875,860
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

<sup>\*</sup> Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

<sup>\*\*</sup> Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

<sup>\*\*\*</sup> Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary of Tax Levy and Tax Rate Information Fiscal Year 2014

			2013		2014
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$		\$	
2.	Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$			
3.	Property tax levy amounts				
	A. Primary property taxes	\$		\$_	
	B. Secondary property taxes		367,383	_	363,098
	C. Total property tax levy amounts	\$	367,383	\$_	363,098
4.	Property taxes collected*				
	<ul> <li>A. Primary property taxes</li> <li>(1) Current year's levy</li> <li>(2) Prior years' levies</li> <li>(3) Total primary property taxes</li> </ul>	\$ \$			
	B. Secondary property taxes (1) Current year's levy (2) Prior years' levies (3) Total secondary property taxes C. Total property taxes collected	\$ \$ \$	365,000 6,900 371,900 371,900		
_	,	Ψ	37 1,300		
Э.	Property tax rates  A. City/Town tax rate  (1) Primary property tax rate  (2) Secondary property tax rate  (3) Total city/town tax rate		3.5500 3.5500	_ _ _	3.5500 3.5500
	B. Special assessment district tax rates Secondary property tax rates - As of the date to city/town was operating 2 special property taxes are levied. For information pertained their tax rates, please contact the city/town.	ecial as aining t	sessment distric	ts fo	or which secondary

<sup>\*</sup> Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary by Fund Type of Revenues Other Than Property Taxes Fiscal Year 2014

SOURCE OF REVENUES	_	ESTIMATED REVENUES 2013	_	ACTUAL REVENUES* 2013		ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS						_
Administration	\$_	2,270	\$	34,476	\$_	2,270
	\$	2,270	\$	34,476	\$	2,270
Total Special Revenue Funds	\$_	2,270	\$	34,476	\$_	2,270
DEBT SERVICE FUNDS						
MRCFD No. 2	\$_	319,152	\$	723,327	\$_	353,886
	\$_	319,152	\$	723,327	\$_	353,886
Total Debt Service Funds CAPITAL PROJECTS FUNDS	\$_	319,152	\$	723,327	\$_	353,886
MRCFD No. 2	\$_	350,000	\$	500,000	\$_	2,436,500
	\$	350,000	\$	500,000	\$_	2,436,500
Total Capital Projects Funds	\$_	350,000	\$	500,000	\$_	2,436,500
TOTAL ALL FUNDS	\$_	671,422	\$	1,257,803	\$_	2,792,656

<sup>\*</sup> Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers Fiscal Year 2014

	ОТН	IER FINANCING 2014	INTI	ERFUND TRANSFERS 2014
FUND	SOURCE	S <uses></uses>		N <out></out>
SPECIAL REVENUE FUNDS	\$	\$	\$	\$
Total Special Revenue Funds DEBT SERVICE FUNDS	\$	\$\$	\$	\$
	\$	\$\$	\$\$ 	\$
Total Debt Service Funds CAPITAL PROJECTS FUNDS		\$ \$\$		\$
	Ψ	v		Φ
Total Capital Projects Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$	\$

#### MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 Summary by Department of Expenditures/Expenses Within Each Fund Type Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
SPECIAL REVENUE FUNDS		-			
Administration	\$ 64,500	\$		\$ 99,782	\$ 48,303
Total Special Revenue Funds	\$ 64,500	\$		\$ 99,782	\$ 48,303
DEBT SERVICE FUNDS					
MRCFD No. 2	\$ 983,929	\$		\$ 608,175	\$ 1,051,832
Total Debt Service Funds	\$ 983,929	\$		\$ 608,175	\$ 1,051,832
CAPITAL PROJECTS FUNDS					
MRCFD No. 2	\$ 498,700	\$		\$ 308,242	\$ 2,775,725
Total Capital Projects Funds	\$ 498,700	\$		\$ 308,242	\$ 2,775,725
TOTAL ALL FUNDS	1,547,129	\$		\$ 1,016,199	\$ 3,875,860

<sup>\*</sup> Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

#### **MRCFD NO.2 Published Notice**

#### Merrill Ranch Community Facilities District No. 2 Notice of Public Hearing

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2013-2014 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATED TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Merrill Ranch Community Facilities District #2 of the operations and maintenance expenses of the District, the costs of capital improvements to financed by the voter-approved ad valorem tax levy, and the amount of all expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property of the District. Notice is further given of a Public Hearing will be held to discuss Resolution No. MRCFD2 224-13, a resolution of the CFD District Board of the Town of Florence, Arizona, adopting a budget for the Fiscal Year 2013-2014 including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §\$48-716 and 48-723. A copy of the proposed budget is available for public inspection at the Office of the District Treasurer in the Finance Department, 775 N. Main Street, the Community Library located at 1000 S. Willow and the Dorothy Nolan Senior Center located at 330 N. Pinal Street.

The Public Hearing will be held on June 17, 2013 beginning at 6:00 P.M. The hearings will take place in the council chamber at Florence Town Hall, 775 N. Main Street, Florence, Arizona 85132, telephone number: (520) 868-7505.

Dated this 20 day of May 2013

/s/ Charles Montoya
.....
District Manager

Merrill Ranch Community Facilities District #2

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

Please publish Notice of Public Hearing Publish: May 30, 2013



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 10a.

MEETING DATE: June 17, 2013

DEPARTMENT: Finance

STAFF PRESENTER: Becki Guilin, Finance Director

SUBJECT: Public Hearing on Final Budget and adoption of Resolution No. 1397-13

Action

Information Only

Public Hearing

Resolution

Ordinance

Regulatory

□ 1<sup>st</sup> Reading

□ 2<sup>nd</sup> Reading

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

Adjourn to a Special Meeting and open Public Hearing to receive citizen's comments on budget for Fiscal Year 2013-2014. Following the Public Hearing, adoption of Resolution No. 1397-13: A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2013-2014.

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

A tentative budget was presented and adopted at the June 3, 2013 Town Council meeting. No change has been made to the expenditure amounts. The final budget has been delivered to Town Council.

A Public Hearing on the budget has been advertised to receive citizen's comments on the proposed budget.

#### **FINANCIAL IMPACT:**

The estimated expenditures for this year are \$47,450,289.

#### **STAFF RECOMMENDATION:**

Adjourn to a Special Meeting, hold Public Hearing to receive citizen's comments, and adopt Resolution No. 1397-13.

#### **ATTACHMENTS:**

Resolution No. 1397-13 Exhibits A-G. Budget Ad

Subject: Public Hearing on Final Budget Page 1 of 1

Meeting Date: June 17, 2013

#### **RESOLUTION NO. 1397-13**

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2013-2014.

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

**WHEREAS,** in accordance with the provisions of Title 42, Sections 17101, 17102, 17103, 17104, and 17105, A.R.S., the Town Council did, on June 3, 2013, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenue from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Florence; and

**WHEREAS**, in accordance with said sections of said title, and following due public notice, the Council met on June 17, 2013 at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures of tax levies; and

**WHEREAS,** it appears that publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 17, 2013, at the office of the Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

**WHEREAS,** it appears that the sum to be raised by taxation, as specified therein, does not in the aggregate amount exceed that amount as computed pursuant to A.R.S. §42-17051.

**THEREFORE, BE IT RESOLVED** that the said estimates of revenue and expenditures shown on the accompanying schedules, as now increased, reduced, or changed are hereby adopted as the budget of the Town of Florence, Arizona for the fiscal year 2013-2014.

Passed by the Town of Florence this 17 day of June 2013.

	Tom J. Rankin, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	James E. Mannato, Town Attorney

# OFFICIAL BUDGET FORMS TOWN OF FLORENCE

Fiscal Year 2014

#### **TOWN OF FLORENCE**

### Summary Schedule of Estimated Revenues and Expenditures/Expenses Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES** 2013	FUND BALANCE/ NET POSITION*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014 SOURCES <uses></uses>		INTERFUND TRANSFERS 2014 IN   <out></out>		TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
1. General Fund	\$ 12,539,096	\$ 11,454,202	\$ 6,727,289	Primary: \$ 814,526	\$ 10,122,236	¢	\$	¢ 1 507 136	¢ 716 209	\$ 18,454,879	\$ 12,592,706
2. Special Revenue Funds	12,539,090	3,139,785	17,727,484	Secondary:	6,503,127	4	Ψ	332,667	1,035,981	23,527,297	13,668,348
3. Debt Service Funds Available	156,731	443,817	87,493		69,400			359,663	9,000	507,556	444,949
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	156,731	443,817	87,493		69,400			359,663	9,000	507,556	444,949
6. Capital Projects Funds	5,593,200	2,141,400	11,097,469		1,185,000				359,663	11,922,806	7,532,268
7. Permanent Funds	12,000	9,500	314,835		30,000					344,835	10,500
8. Enterprise Funds Available	12,640,978	6,737,071	14,816,908		8,654,347				1,185,487	22,285,768	12,094,545
Less: Amounts for Future Debt     Retirement											
10. Total Enterprise Funds	12,640,978	6,737,071	14,816,908		8,654,347				1,185,487	22,285,768	12,094,545
11. Internal Service Funds					1,000			1,106,973		1,107,973	1,106,973
12. TOTAL ALL FUNDS	\$ 43,473,784	\$ 23,925,775	\$ 50,771,478	\$ 814,526	\$ 26,565,110	\$	\$	\$3,306,439	\$3,306,439	\$ 78,151,114	\$ 47,450,289

EXPENDITURE LIMITATION COMPARISON	2013	2014
Budgeted expenditures/expenses	\$43,473,784	\$47,450,289
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	43,473,784	47,450,289
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$43,473,784	\$47,450,289
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

4/13 SCHEDULE A

<sup>\*</sup> Includes Expenditure/Expense Adjustments Approved in <u>current year</u> from Schedule E.

<sup>\*\*</sup> Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

<sup>\*\*\*</sup> Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

# TOWN OF FLORENCE Tax Levy and Tax Rate Information Fiscal Year 2014

			2013		2014
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$	769,095	\$	814,526
2.	Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$_			
3.	Property tax levy amounts A. Primary property taxes B. Secondary property taxes	\$_	769,095	\$	814,526
	C. Total property tax levy amounts	\$_	769,095	\$	814,526
	Property taxes collected*  A. Primary property taxes  (1) Current year's levy  (2) Prior years' levies  (3) Total primary property taxes  B. Secondary property taxes  (1) Current year's levy  (2) Prior years' levies  (3) Total secondary property taxes  C. Total property taxes collected	\$_ \$_ \$_ \$_	760,000 7,500 767,500 767,500		
5.	Property tax rates  A. City/Town tax rate  (1) Primary property tax rate  (2) Secondary property tax rate  (3) Total city/town tax rate  B. Special assessment district tax rates  Secondary property tax rates - As of the date to city/town was operating  property taxes are levied. For information pertained their tax rates, please contact the city/town	ecial ainin	assessment distric	ts f	or which secondary

<sup>\*</sup> Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

4/13 SCHEDULE B

SOURCE OF REVENUES		ESTIMATED REVENUES 2013		ACTUAL REVENUES* 2013		ESTIMATED REVENUES 2014
ENERAL FUND	_	2010	-	2010	-	2014
ENERAL FUND						
Local taxes						
Sales	\$	1,800,000	\$	2,150,000	\$	2,200,000
Use			_		=	
Licenses and permits	_		_		_	
Licenses and Permits		223,000		269,207		284,000
Franchise Fees and Taxes	_	390,000	-	387,700	_	420,180
Franchise rees and Taxes		390,000	-	367,700	_	420,100
Intergovernmental	_		_		-	
State Shared Sales Tax		2,135,326		2,135,326	_	2,206,504
State Shared Income Tax		2,608,211		2,608,211		2,848,922
Auto Lieu Tax		1,106,331		1,106,331		1,119,567
Salt River Lieu Tax		20		24		
Charges for services						
General Government		74,000		73,800		152,988
Engineering Fees	-	40,000	-	169,667	_	120,000
Civil Engineering Fees		50,000	-	83,800	-	40,000
Community Development Fees	_	47,000	-	110,040	_	122,000
Cemetery Fees		11,000	-	16,000	_	17,500
Police Fees		172,800	-	173,867	_	91,800
Parks and Recreation Fees		64,900	-	46,347	_	63,150
Fire Fees		43,500	-	54,498	_	57,500
Library Fees		65,000	-	82,621	_	83,700
Senior Fees		18,600	-	18,400	-	16,700
	_	10,000	-	10,100	-	10,100
Fines and forfeits Fines and forfeits		140,200	_	160,410	_	180,410
Interest on investments	_		_		_	
Interest Income	_	100,000	_	15,000	_	23,000
Miscellaneous					_	
Miscellaneous	_	38,500	_	46,001	_	59,420
Economic Development	_	2,000	_	7,840	_	8,280
Government Access Channel	_	6,200	_	6,613	_	6,615
Total General Fund	\$	9,136,588	\$	9,721,703	\$_	10,122,236

4/13 SCHEDULE C

SOURCE OF REVENUES		ESTIMATED REVENUES 2013		ACTUAL REVENUES* 2013		ESTIMATED REVENUES 2014
CIAL REVENUE FUNDS			_			2014
Highway User Gas Tax	\$	1,653,723	\$	1,653,723	\$	1,659,98
Transportation Excise Tax		1,050,000		905,200	· -	915,00
Other HURF Revenue	_	46,400		68,500	_	17,00
	\$_	2,750,123	\$_	2,627,423	\$_	2,591,98
Construction Tax Fund	\$	130,000	\$	185,000	\$	190,00
Food Tax Fund	Ψ_	191,000	Ψ	222,000	Ψ_	230,00
Toou Tax Fund	\$	321,000	\$	407,000	\$	420,00
Fill the Gap Fund	\$	1,880	\$		\$	
Revolving Loan Fund	· · ·	1,000	· •	2,060	· · -	2,06
Government Access Channel	_			,	_	,,,,
Judicial Collection Fund	_			3,200	_	3,20
	\$	1,880	\$	5,260	\$	5,26
Southwest Gas Capital Expenditure Fund	\$	45,000	\$	45,000	\$	45,00
Impound Fund		2,050		6,525		3,02
Streetlight Improvement District #1		1,800		677		50
Streetlight Improvement District #2		3,200		1,512		50
	\$	52,050	\$	53,714	\$	49,02
Streetlight Improvement District #3	\$	1,200		262		2
CLG Grant		6,500		1,800		10,00
ACJC-HIDTA Grant		65,771		89,595		
Library SGIA Grant		1,770		1,770		1,7
	\$_	75,241	\$	93,427	\$_	12,02
State Special Projects Grant	\$	300,000	\$_	17,440	\$_	582,50
CDBG Grant		579,270		263,086		
Gaming Grants		150,000		111,163	<u> </u>	145,0°
ADOT Main Street Streetscape Plan		399,000			<u> </u>	405,49
	\$_	1,428,270	\$	391,689	\$_	1,133,0
Transportation Impact Fees		5,000	\$_	95,323	\$_	269,4
General Government Impact Fees	_	15,000	_	2,000	<u> </u>	2,00
Police Impact Fees	_	111,560	_	141,874	_	146,89
Fire/EMS Impact Fees		1,395,000		162,601		1,497,5
	\$_	1,526,560	\$_	401,798	\$_	1,915,82
Parks Impact Fees		113,840	\$	135,080	\$	229,96
Library	\$	10,000	Ψ	1,000	Ψ_	21,80
Library	\$	123,840	\$	136,080	\$_	251,76
FEMA Safer Grant	\$	196,602	\$		\$	
Governors' Office of Highway Safety	Ψ	100,002	Ψ	5,000	Ψ_	104,06
AZ Department of Homeland Security	\$		\$	0,000	\$	20,10
FEMA Safer Grant	Ψ_	39,600	Ψ		*_	20,10
	\$	236,202	\$	5,000	\$	124,16
Total Special Revenue Funds	\$	6,515,166	\$	4,121,391	\$	6,503,12

SOURCE OF REVENUES	_	ESTIMATED REVENUES 2013		ACTUAL REVENUES* 2013	_	ESTIMATED REVENUES 2014
DEBT SERVICE FUNDS						
North Florence Improvement District #1 General Government	\$_	88,200	\$_	61,300	\$_	69,400
	\$_	88,200	\$_	61,300	\$_	69,400
Total Debt Service Funds CAPITAL PROJECTS FUNDS	\$_	88,200	\$_	61,300	\$_	69,400
CIP Fund CIP-Economic Development	\$_	2,470,000	\$_	2,414,000	\$_	1,180,000 5,000
	\$_	2,470,000	\$_	2,414,000	\$_	1,185,000
Total Capital Projects Funds	\$_	2,470,000	\$_	2,414,000	\$_	1,185,000
PERMANENT FUNDS						
Fireman's Pension Fund	\$_				\$_	30,000
	\$	39,500	\$	30,000	\$	30,000
Total Permanent Funds ENTERPRISE FUNDS	\$_	39,500	\$_	30,000	\$_	30,000
Florence Water Fund	\$_		\$_	2,797,135	\$_	2,962,100
Florence Sewer Fund North Florence Sewer Fund	_	4,851,250 487,700		3,181,150 470,130		
Sanitation Fund	\$_	1,132,600 9,764,625	\$_	2,028,600 8,477,015	_	983,090 8,636,842
Sanitation Impact Fees Florence Water Impact Fees	\$_	200	\$_	50 100	\$_	7,920
Florence Sewer Impact Fees	_	3,500	_	500	_	9,560
North Florence Water Impact Fees	\$	120 3,820	\$	15 665	\$	15 17,495
North Florence Sewer Impact Fees	\$_	160	\$_	10	\$_	10
	\$_	160	\$_	10	\$_	10
Total Enterprise Funds	\$_	9,768,605	\$_	8,477,690	\$_	8,654,347

4/13 SCHEDULE C

SOURCE OF REVENUES		ESTIMATED REVENUES 2013	_	ACTUAL REVENUES* 2013	_	ESTIMATED REVENUES 2014
INTERNAL SERVICE FUNDS						
Facilities Maintenance Fleet Maintenance	\$_		\$_		\$_	1,000
	\$		\$		\$	1,000
Total Internal Service Funds	\$_		\$_		\$	1,000
TOTAL ALL FUNDS	\$_	28,018,059	\$	24,826,084	\$_	26,565,110

<sup>\*</sup> Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

4/13 SCHEDULE C

## TOWN OF FLORENCE Other Financing Sources/<Uses> and Interfund Transfers

#### Fiscal Year 2014

	ОТН	ER FINANCING		INTERFUNI		ANSFERS
FUND	001100	2014			014	OUT
FUND GENERAL FUND	SOURCE	S <uses></uses>		IN	_	<out></out>
	Φ	<b>c</b>	Φ	0.750	φ	200 474
Facilities Maintenance Fleet Maintenance	\$	\$	_ \$_	9,750	\$	300,474
Water Fund				511,702		415,834
Sewer Fund				385,170		
Sanitation Fund		<u> </u>		51,047		
State Special Projects Grant		<del></del>		54,187	_	
HURF		<u> </u>		486,280		
North Florence Improvement District		<u> </u>		9,000		
Total General Fund	\$		<u> </u>	1,507,136	\$	716,308
	Ψ	Ψ	_ Ψ_	1,507,150	Ψ	7 10,500
SPECIAL REVENUE FUNDS	•	•	•		•	
HURF	\$	\$	\$_	9,750	\$_	773,535
Streetlight Improvement District #1					_	6,500
Streetlight Improvement District #2					_	6,500
Streetlight Improvement District #3						6,500
State Special Projects Grant						54,187
ADOT LTAF II				55,000	_	39,681
Main Street Improvement Grant				55,029		440.070
Police Impact Fees				4.40.070		149,078
Fire Impact Fees				149,078		
State Special Projects Grant #212				118,810		
Total Special Revenue Funds	\$	\$	\$	332,667	\$	1,035,981
DEBT SERVICE FUNDS						
General Government Debt Service	\$	\$	\$	359,663	\$	
North Florence Improvement District						9,000
Total Debt Service Funds	\$	\$	- <sub>\$</sub> -	359,663	\$	9,000
CAPITAL PROJECTS FUNDS	<u> </u>		_ +_	000,000	Ψ	0,000
	Φ	Φ.	Φ.		Φ	050.000
CIP Fund 011	\$	<u> </u>	_ \$_		\$_	359,663
Total Capital Projects Funds	\$	\$	\$		\$	359,663
ENTERPRISE FUNDS						
Water	\$	\$	\$		\$	599,473
Sewer	Ψ				Ψ	517,290
Sanitation					_	68,724
						00,
Total Enterprise Funds	\$	s			\$	1,185,487
	Ψ	Ψ	_ Ψ_		Ψ_	1,100,401
INTERNAL SERVICE FUNDS	Φ.	Φ.	•	405 745	Φ.	
Facility Maintennace	\$	\$	\$_	435,745	\$	
Fleet Maintenance		<del></del> -		671,228	_	
Total Internal Service Funds	\$	\$	\$	1,106,973	\$	
TOTAL ALL FUNDS	\$	\$	\$	3,306,439	\$	3,306,439
				•	_	

#### TOWN OF FLORENCE Expenditures/Expenses by Fund Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013		ACTUAL EXPENDITURES/ EXPENSES* 2013		BUDGETED EXPENDITURES/ EXPENSES 2014
ENERAL FUND							
Town Council \$	137,361	\$		\$	137,231	\$	152,324
Administration	604,770	Ψ		Ψ	614,630	Ψ	673,404
Courts	264,044	•		•	269,055		278,448
Legal	181,685			-	176,333		255,460
Finance	666,265			-	731,441		813,647
Grants	79,765			-	66,730		95,300
Human Resources	184,310			-	170,463		214,794
Community Development	571,110	•		•	493,085		561,700
Police	3,782,085			-	3,523,742		3,771,703
Fire	2,358,522			-	2,263,605		2,534,446
Information Technology	606,810			-	537,744		536,365
Parks & Recreation				-			
	1,461,569	•		-	1,346,969		1,345,340
Library	327,820				323,850		367,040
Engineering	144,450			-	114,314		176,435
Facility Maintenance	74,475			-	61,584		200 005
General Government	497,300				378,818		623,085
Cemetery	27,400			-	16,750		25,550
Economic Development	569,355			-	227,858		167,665
Total General Fund \$ PECIAL REVENUE FUNDS Highway User Construction Tax Food Tax	12,539,096 55,611,635			\$	2,237,306		
Judicial Collection	5,750			-	5,950		3,750
Fill the Gap	2,200	•		-	5,450		2,100
Computer Automation Fund	2,200	•		-	3,430		2,100
Southwest Gas Capital Fund	53,000			-			45,000
Impound	2,500			-	600		3,000
Street Light Improvement District #1	22,000	•		-	18,560		20,000
Street Light Improvement District #2				-			
Street Light Improvement District #2	24,000	•		-	18,000 8,200		20,000
	10,000						10,000
HIDTA Grant #205	65,771			-	89,595		0.47.400
State Special Projects Grant #212	399,810			-	15,627		647,183
CLG	13,000				1,800		10,000
Gaming Grants	150,000				87,482		168,698
Arizona Department of Homeland Security	39,600						20,100
Governor's Office of Highway Safety					5,000		104,069
ADOT LTAF II-Senior Transp.	2,640			-	2,024		
ADOT LTAF II-Main Street							
Library SGIA Grant	1,770			_	1,656		1,770
ADOT-Main Street Streetscape	454,209						460,524
CDBG Grants	616,723				325,434		
FEMA Safer Grant	196,602						
Transportation Impact Fee	524,745				4,000		846,747
General Government Impact Fees	867,524				4,000		
Police Impact Fees	356,300				197,101		127,300
Fire/EMS Impact Fees	2,904,000			_	104,000		3,019,244
Parks Impact Fees	204,000				4,000		1,181,677
Library Impact Fee	4,000			_	4,000		500,000
Total Special Revenue Funds \$	12,531,779	\$		\$	3,139,785	\$	13,668,348

DEDT	OFDIA			IDO
DEBT	SERV	IC: F	<b>F</b> UI	VI)5

DEBT GERVIGET GREG	Φ.	00.000	Φ.	Φ.	04.454	Φ.	05.000
North Florence Improvement District	\$	86,983		\$	84,154		85,286
General Government		69,748			359,663		359,663
Total Debt Service Funds	\$	156,731	\$	\$	443,817	\$	444,949
CAPITAL PROJECTS FUNDS							
Capital Improvement Projects	\$	5,593,200	\$	\$	2,141,400	\$	7,087,412
Capital Projects-Economic Development		-,,			, ,		444,856
Total Capital Projects Funds	\$	5,593,200	\$	\$	2,141,400	\$	7,532,268
PERMANENT FUNDS							
Fireman's Pension	\$	12,000	\$	\$	9,500	\$	10,500
Total Permanent Funds	\$	12.000	\$	\$	9,500	\$	10,500
ENTERPRISE FUNDS	·	1_,000	. •	<u> </u>	0,000	*	,
Water Fund	\$	6,363,358	\$	\$	3,235,057	\$	6,510,603
Sewer Fund		5,095,674		· -	2,399,805		4,780,872
North Florence Sewer Fund	_	425,950			342,495		, ,
Sanitation Fund	_	700,240			644,714		759,395
Water Impact Fees	_	4,000			99,000		·
Sewer Impact Fees	_	4,000			4,000		
Sanitation Impact Fees		47,756	· · ·		4,000		43,675
North Florence Water Impact Fees					4,000		
North Florence Sewer Impact Fees					4,000		
Total Enterprise Funds	\$	12,640,978	\$	\$	6,737,071	\$	12,094,545
INTERNAL SERVICE FUNDS							
Facility Maintenance	\$		\$	\$		\$	435,745
Fleet Maintenance							671,228
Total Internal Service Funds	\$		\$	\$		\$	1,106,973
TOTAL ALL FUNDS	¢.	43,473,784	\$	\$	23,925,775	\$	47,450,289

<sup>\*</sup> Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

#### TOWN OF FLORENCE Full-Time Employees and Personnel Compensation Fiscal Year 2014

FUND	Full-Time Equivalent (FTE) 2014	_	Employee Salaries and Hourly Costs 2014	ı	Retirement Costs 2014	•	Healthcare Costs 2014	ı <b>ı</b>	Other Benefit Costs 2014			Total Estimated Personnel Compensation 2014
GENERAL FUND	148	\$	7,038,393	\$	840,621	\$	1,536,712	\$	702,935	=	\$_	10,118,661
SPECIAL REVENUE FUNDS												
Highway User Fund	11	\$	829,425	\$	95,725	\$	244,400	\$	102,956	=	\$_	1,272,506
Total Special Revenue Funds	11	\$	829,425	\$	95,725	\$	244,400	\$	102,956	=	\$	1,272,506
INTERNAL SERVICE FUNDS												
Faculties Maintenance	4	_	167,250		19,375	_	38,900		18,625		_	244,150
Fleet Maintenance	2	-	101,775		11,750	-	17,600		10,325		_	141,450
Total Debt Service Funds	7	\$	269,025	\$	31,125	\$	56,500	\$	28,950	=	\$	385,600
CAPITAL PROJECTS FUNDS												
		\$		\$		\$		\$		=	\$_	
Total Capital Projects Funds		\$		\$		\$		\$		=	\$	
PERMANENT FUNDS		_										
PERMANENT FUNDS		\$		\$		\$		\$		=	\$_	
Total Permanent Funds		- - \$		\$		- - \$		\$		=	\$	
	-			_		•		Τ.			_	
ENTERPRISE FUNDS												
Water	6	\$		\$	39,700	\$		\$	36,800	=	\$_	491,400
Sewer	7	_	416,800		48,100		106,100		45,000			616,000
Sanitation	1	_	58,400		7,200	_	23,500		7,800			96,900
Total Enterprise Funds	14	\$	819,000	\$	95,000	\$	200,700	\$	89,600	=	\$	1,204,300
TOTAL ALL FUNDS	180	\$	8,955,843	\$	1,062,471	\$	2,038,312	\$	924,441	=	\$	12,981,067
		• *	-,,	1	7 1		, ,	,	- 7		· =	, ,

4/13 SCHEDULE G

## **Town of Florence Notice of Public Hearing**

The Town of Florence will hold a public hearing to discuss Resolution No. 1397-13, a Resolution of the Town of Florence, Arizona, adopting a Final Budget for the Fiscal Year 2013-2014, and declaring an emergency. A copy of the Proposed Budget is available for public inspection at the cashier's window of the Finance Department, located at 775 N. Main Street; the Community Library, located at 1000 S. Willow; and the Dorothy Nolan Senior Center, located at 220 N. Pinal Street.

The Public Hearing will be held on June 17, 2013 during the Council Meeting beginning at 6:00 P.M. The hearings take place in the Council Chambers at Town Hall, located at 775 N. Main Street.

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

Legal Ad (Surrounded by border)

1/8 page

No. of publications 2; Dates of publication: June 6, 2013, June 13, 2013.



# TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 12a.

MEETING DATE: June 17, 2013

**DEPARTMENT:** Finance

**STAFF PRESENTER:** Becki Guilin, Finance Director

**SUBJECT:** Truth in Taxation – Public Hearing- Property Tax

Levy; and Second Reading of Ordinance No.

596-13.

_ Actio	n
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- Information Only
- ✓ Public Hearing✓ Resolution
- Ordinance
  - ☐ Regulatory
  - ☐ 1<sup>st</sup> Reading
- ☐ Other

Meeting Date: June 17, 2013

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

Open Public Hearing to receive comments on property tax levy and second reading of Ordinance No. 596-13: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2014, AND DECLARING AN EMERGENCY.

#### BACKGROUND/DISCUSSION:

The Town of Florence levies a primary property tax annually. The rate that was levied last year was \$1.0517 per \$100 of net assessed valuation. The current property tax rate is \$1.0963 per \$100 of net assessed valuation to raise the same amount of property tax levied last year.

The need to increase the property tax levy over the prior year levy requires a Truth in Taxation Hearing. The public hearing for the Truth in Taxation Hearing will be held June 17, 2013. The proposed property tax levy for this year is \$814,526 which includes new construction of \$29,456 or 2% over current levy. The rate has increased this year by levying the maximum allowable levy.

Primary property tax fund the General Fund of the Town of Florence. The General Fund contains Town of Florence General Administration, Community Development, Public Safety, Engineering, Cemetery, Parks and Recreation, and Library Services.

Primary property tax is 7% of the revenue generated for the General Fund.

Subject: Public Hearing Property Tax Levy Page 1 of 2

The Town levies an ad valorem or secondary property tax for the Merrill Ranch Streetlight Improvement Districts No. 1, No. 2, and No. 3. This year, due to adequate fund balance, there will be no levy.

Within this Ordinance is the levy of \$0 for Merrill Ranch Street Lighting Districts No. 1, No, 2, and No. 3. These levies are ad valorem or secondary property tax levies for the operations of these districts.

The consideration for adoption of the tax levy ordinance will be on the Town Council Agenda on July 1, 2013.

#### **FINANCIAL IMPACT:**

Primary taxes are calculated using limited property value (LPV), and are used to pay for basic maintenance, and operation of a county, town or school district.

A \$100,000 LPV using our proposed rate of \$1.1182/\$100 would be \$111.82.

An increase of 2.19% over the previous year's tax rate or \$2.19 on a \$100,000 home.

The levy would add to the General Fund revenue base and is essential to funding all of the departments within the General Fund that are necessary to maintain town services.

District Levies are as follows:

Merrill Ranch Street Lighting District No. 1 - \$0 or \$0 per \$100/FCV

Merrill Ranch Street Lighting District No. 2 - \$0 or \$0 per \$100/FCV

Merrill Ranch Street Lighting District No. 3 - \$0 or \$0 per \$100/FCV

#### **STAFF RECOMMENDATION:**

Open Public Hearing to receive citizen's comments.

#### **ATTACHMENTS:**

Ordinance No. 596 -13 TNT Worksheet Ads for Property Tax Levies

Subject: Public Hearing Property Tax Levy Page 2 of 2 Meeting Date: June 17, 2013

#### ORDINANCE NO. 596-13

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2014, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to A.R.S. §42-17151, the Ordinance levying a primary property tax rate for the Fiscal Year 2013-2014 is required to be adopted no later than the third Monday in August; and

**WHEREAS,** the County of Pinal, is now the assessing and collecting authority for the Town of Florence. The Town Clerk is hereby directed to transmit a certified copy of the Ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona.

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

**Section 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Town of Florence, except such property as may by law be exempt from taxation, a primary property tax rate sufficient to raise the sum of **\$814,526** for the purpose of providing a General Fund of the Town of Florence, for the fiscal year ending on the 30<sup>th</sup> day of June 2014, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 2:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No.1, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$0** per \$100 of NAV for the purpose of providing operations and maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 1 for the fiscal year ending on the 30<sup>th</sup> day of June 2014, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 3:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 2, Town of Florence,

except such property as may by law be exempt from taxation, a secondary property tax rate of **\$0** per \$100 of NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 2 for the fiscal year ending on the 30<sup>th</sup> day of June 2014, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 4:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 3, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$0** per \$100 of NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 3 for the fiscal year ending on the 30<sup>th</sup> day of June 2014, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 5:** No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes; thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien, therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

**Section 6**: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**Section 7:** The immediate operation of the Ordinance is necessary for the preservation of the public peace, health, and safety of the Town of Florence, and an emergency is hereby declared to exist; and this Ordinance shall be in full force and effect from its passage and approval by the Mayor and Council of the Town of Florence, and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

	Tom J. Rankin, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	James E. Mannato, Town Attorney

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Florence, Arizona, the 1st day of July 2013.

### **Truth in Taxation Analysis for current year Proposed Levy**

Prior Year's Primary property tax levy:(Last year's primary property tax levy)	\$769,095
Current Year Estimate of net assessed valuation:(Current year net assessed values) - C4	\$72,842,647
Current Year ESTIMATE OF VALUE OF NEW CONSTRUCTION:	\$2,686,896
Current year Net assessed value minus new construction: - B4 (Current year net assessed value subject to taxation in prior year)	\$70,155,751
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$ 1.0963
GROWTH IN PROPERTY TAX LEVY CAPACITY ASSOCIATED WITH NEW CONSTRUCTION:	\$29,456
MAXIMUM PRIMARY PROPERTY TAX LEVY FOR current year WITHOUT A TRUTH IN TAXATION HEARING:	\$798,551
Proposed current year primary property tax levy: (This year's proposed primary property tax levy)	\$814,526
PROPOSED current year INCREASE IN PRIMARY PROPERTY TAX LEVY OVER TNT LEVY, EXCLUSIVE OF NEW CONSTRUCTION:	\$15,975
PROPOSED % INCREASE IN current year PRIMARY PROPERTY TAX LEVY OVER TNT LEVY:	2.00%
PROPOSED current year PRIMARY PROPERTY TAX RATE:	\$1.1182
PROPOSED INCREASE IN PRIMARY PROPERTY TAX RATE OVER THE TNT RATE:	2.19%
PROPOSED current year PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000:	\$111.82
current year PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000 IF THE TAX LEVY WAS NOT RAISED:	109.63
Amount of Increase for \$100,000 Home	\$2.19

### **Truth in Taxation Hearing**

#### **Notice of Tax Increase**

In compliance with section 42-17107, Arizona Revised Statutes, The Town of Florence is notifying its property taxpayers of Florence's intention to raise its primary property taxes over last year's level. Florence is proposing an increase in primary property taxes of \$15.975 or 2%.

For example, the proposed tax increase will cause Florence's primary property taxes on a \$100,000 home to increase from \$109.63 to \$111.82 or \$2.19.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 17, 2013, 6:00 P.M. at Florence Town Hall at 775 N. Main Street, Florence AZ.

Publish May 30, 2013, Florence Reminder Publish June 6, 2013, Florence Reminder

Please publish in a location other than the classified or legal advertising section of the newspaper.

Notice must be a least one-fourth page in size and shall be surrounded by a solid black border at least one-eighth inch in width.

The notice must read, "**Truth in Taxation Hearing - Notification of Tax Increase**" in at least 18 point type.

The schedule of revenue and expenses must be included.

#### Town of Florence, AZ Revenues and Expenditures Related to Property Tax Levy Fiscal Year 2013-2014

Revenue 2013-2014	
Taxes	\$ 3,014,526
Licenses and Permits	\$ 284,000
Franchise Fees and Taxes	\$ 420,180
Intergovernmental	\$ 6,174,993
Charges-General Government	\$ 152,988
Miscellaneous	\$ 59,420
CE Inspection Fees	\$ 120,000
Civil Engineering Fees	\$ 40,000
Community Development Fees	\$ 122,000
Cemetery Fees	\$ 17,500
Public Safety-Police	\$ 91,800
Public Safety-Fire	\$ 57,500
Parks and Recreation	\$ 63,150
Library	\$ 83,700
Seniors	\$ 16,700
Fines and Forfeits	\$ 180,410
Interest Earnings	\$ 23,000
Economic Development	\$ 8,280
Government Access Channel	\$ 6,615
Operating Transfer	\$ 1,507,137
Total Revenue	\$12,443,899

Expenditures	
Council	\$ 152,324
Administration	\$ 673,404
Courts	\$ 278,448
Town Attorney	\$ 255,460
Finance	\$ 813,647
Grants	\$ 95,300
Human Resources	\$ 214,794
Community Development	\$ 561,700
Police	\$ 3,771,703
Fire	\$ 2,534,446
Information Technology	\$ 536,365
Parks & Recreation	\$ 1,345,340
Library	\$ 367,040
Engineering	\$ 176,435
General Government	\$ 623,085
Cemetery	\$ 25,550
Economic Development	\$ 167,665
Operating Transfers	\$ 716,308
Total Expenditures	\$13,309,014

Information on the estimates of revenue and expenditures can be located in the proposed budget at the administrative offices of the Town of Florence at 775 N. Main Street, Florence, AZ and the Florence Public Library at 1000 S. Willow Street, Florence AZ.



### TOWN OF FLORENCE **COUNCIL ACTION FORM**

### **AGENDA ITEM** 12b.

**MEETING DATE:** June 17, 2013

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Lisa Garcia,

Deputy Town Manager/Town Clerk

**SUBJECT:** Public Hearing and action on Dollar General

Liquor License

$\boxtimes$	<b>Action</b>
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- Information Only □ Public Hearing
- Resolution
- ☐ Ordinance
  - ☐ Regulatory ☐ 1<sup>st</sup> Reading
  - ☐ 2<sup>nd</sup> Reading

#### ☐ Other

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

Public Hearing and action on Abel Clare Hollie's (Dollar General Store #7336) application for a New Series 10 Liquor License for future Super Stop location of 495 N. Pinal Parkway, Suite 10, Florence, Arizona.

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

The site is located 495 N. Pinal Parkway, Suite 10. The Series 10 Liquor License is a non-transferable, off-sale retail privileges liquor license that allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

A.R.S. Section 4-201 requires that notices of the public hearing be posted in a conspicuous place on the premises for at least 20 days prior to the hearing. Per the attached affidavit of posting, the premises was posted on May 28, 2013. The picture is attached to the affidavit.

#### **FINANCIAL IMPACT:**

Sales tax revenues generated from liquor sales at the Dollar General Store location.

#### **STAFF RECOMMENDATION:**

Staff recommends that Council forward a recommendation of approval to the Arizona Department of Liquor License and Control on Abel Clare Hollie's application for a Series

Subject: Dollar General Store Liquor License Page 1 of 2

Meeting Date: June 17, 2013

10 Liquor License at the future Super Stop site, located at 495 N. Pinal Parkway, Suite 10, Florence, Arizona.

Meeting Date: June 17, 2013

## **ATTACHMENTS**:

Application Affidavit of Posting

Subject: Dollar General Store Liquor License Page 2 of 2

## Arizona Department of Liquor Licenses and Control

Phoenix, Arizona 85007 www.azliquor.gov 602-542-5141

## APPLICATION FOR LIQUOR LICENSE

	Committee of the Commit	TYPE OR PRINT WIT	DENCE HELD	and the same of th	•
Notice: Effective Nov. 1, 1997, the business must attend a Dep the Liquor Licensing requireme	All Owners, Agents, Part	ners, Stockholders, Office	ns, or Managers active	h lavolved in the day to o	lay operations of
the Liquor Licensing requirement	arment approved liquo	riaw training course or pr	ovide proof of attendar	ce within the last five ye	ars. See page 5 of
SECTION 1 This appli	cation is for a	The second secon			
MORE THAN ONE LIC		The state of the s	SECTION :	2 Type of ownershi	p: Don 6 Don
INTERIM PERMIT Com	plete Section 5		LITWRO	S. Complete Section	
☐ NEW LICENSE Comple	ete Sections 2. 3. 4.	13. 14. 15: 16		AL Complete Section	)// O
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LI LOCATION TRANSFER	( (Bars and Liquor St	idies ONLY)	CHMITED L	IABILITY CO. Comp	lete Section 7
Complete Section ☐ PROBATE/WILL ASSIG	ıs 2, 3, 4, 12, 13, 15,	16	. CLUB €co	mplete Section 8	<u>نا</u> در ا
☐ PROBATE/WILL ASSIG	NMENT/DIVORCE (	DECREE	GOVERNI	MENT Complete Se	ction 10
Complete Section	ıs 2, 3, 4, 9, 13, 16 (1	DECREE fee not required)	TRUST C	omplete Section 6	
GOVERNMENT Compl	ete Sections 2, 3, 4,	10, 13, 15, 16	OTHER (E	xplain)	
SECTION 3 Type of lic	ense and foos 110	ENSE #(A) 1011373	<del></del>		
1. Type of License(s): #10		JENSE #(5): 1917023			
Trype of Electrise(s).				Department Use Or	nly
		2. Total fees attr	ached: \$		
APPLICATION F	EE AND INTERII	M PERMIT FEES	(IF APPLICABL	E) ARE NOT REP	FUNDABLE.
The	fees allowed unde	r A.R.S. 44-6852 will	be charged for all	dishonored checks	
SECTION 4 Applicant	•				
1 Owner/Ament's Name	Mr. ABEL		CLARE	HOLL	IC
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## Arizona Department of Liquor Licenses and Control 800 West Washington, 5th Floor Phoenix, Arizona 85007 www.azliquor.gov 602-542-5141

## APPLICATION FOR LIQUOR LICENSE TYPE OR PRINT WITH BLACK INK

	WITH BLACK INK	
Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders	s. Officers, or Managers actively involved in the day to day oper-	itions of
the business must attend a Department approved liquor law training count the Liquor Licensing requirements.	se or provide proof of attendance within the last five years. See	page 5 c
SECTION 1 This application is for a:	-de-	
	SECTION 2 Type of ownership: ω	
☐ MORE THAN ONE LICENSE ☐ INTERIM PERMIT Complete Section 5		
	J.T.W.R.O.S. Complete Section 65	
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16	☐ INDIVIDUAL Complete Section 6	
PERSON TRANSFER (Bars & Liquor Stores ONLY)	☐ PARTNERSHIP Complete Section 6	_
Complete Sections 2, 3, 4, 11, 13, 15, 16	☐ CORPORATION Complete Section 7	
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)	LIMITED LIABILITY CO. Complete	ection :
Complete Sections 2, 3, 4, 12, 13, 15, 16	☐ CLUB Complete Section 8	
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE	☐ GOVERNMENT Complete Section 1	0
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required		
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16	OTHER (Explain)	
SECTION 3 Type of license and fees LICENSE #(s):	1011 32 39	
1. Type of License(s):		<del></del>
2. Total fe	ees attached: S Department Use Only	
2000年的第三章 1000年的 10章 1000年的 10章	,000	
APPLICATION FEE AND INTERIM PERMIT F		ABLE
The fees allowed under A.R.S. 44-68	52 will be charged for all dishonored checks.	
The state of the s		Total Contraction
SECTION 4 Applicant		
1. Owner/Ageni's Name: This Abel	Clare Hollie	
	Transmit of the Constitution of the Constituti	· mereprocatori sovicio
(Insert one name ONLY to appear on license)  Last	First	Midale
Corp./Partnership/L.L.C.; DG Retail, LLC		
(Exactly as it speears on Articles of In	ic or Articles of Org.)	
3. Business Name: Dollar General # 7336		
(Exactly as it appears on the exhibit of	of premises)	
PART OF	<b>-</b>	
4. Principal Street Location 495 N PINAL PKWYSTE 10	FLORENCE PINAL 85132-92	292
(Do not use PO Box Number)	City County Zip	i
5. Business Phone: (520) 868 5389 Daytime Phone:	(602)234-9920 Email:chabel@bcattomeys	com
6. Is the business located within the incorporated limits of the a		
7. Mailing Address: 100 Mission Ridge, Goodlettsville, TN 370	172	
City	State Zip	
8. Price paid for license only bar, beer and wine, or liquor store	e: Type \$ Type \$_	
DEDARTMEN	STILCE ONLY	
	NT USE ONLY	
Fees: 100 · 00		
Application Interim Permit Site Inspe	ction Finger Prints \$ 100.00 TOTAL OF ALL FE	EEC
7		:53
Is Arizona Statement of Citizenship & Alien Status For St	tate Benefits complete? If VES IT NO	
1	THE PROPERTY OF THE PROPERTY O	
Accepted by:	Lic. #	

\*Disabled individuals requiring special accommodation, please call (602) 542-9027.

1/7/2013

## SECTION 5 Interim Permit:

<ol> <li>If you fittend to operate business when your applitude 4-203.01.</li> </ol>	ication is pendi	ng you will need an	Interim Permit pur	suant to A.R.S.
2. There MUST be a valid license of the same type y	ou are apolvino	a for currently issued	to the location	
Enter the license number currently at the location.			to the roodson.	
4. Is the license currently in use? ☐ YES ☐ NO			of use?	
ATTACH THE LIGENCE CHOREST VICENER AT	TIE			
ATTACH THE LICENSE CURRENTLY ISSUED AT				
,, declare that I am ti	he CURRENT	OWNER, AGENT,	CLUB MEMBER,	PARTNER,
MEMBER, STOCKHOLDER, OR LICENSEE (circle				
		State of	County of	
X(Signature)	Ť			edged before me this
My commission expires on:		day of _	Month	<del>-√ear</del> ∄
		Uay	Month	Year ≕ uo
		(Signatur	re of NOTARY PUBLIC	<del>,</del> <del>,</del> <del>,</del>
				— <u>— — — — — — — — — — — — — — — — — — </u>
<u>SECTION 6</u> Individual or Partnership Owners:				五
EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIR: FOR EACH CARD.	E (FORM LICO101),	AN "APPLICANT" TYPE FI	GERPRINT CARD, AND	\$22 PROCESSING FEE
1. Individual:				
Last First Middle	% Owned	Mailing Address	F.34	Diala 70
		maning man ess	City	State Zip
			*	
Partnership Name: (Only the first partner listed will app	oear on license	e)		-
General-Limited Last First Middle	% Owned	Mailing Address		State Zip
			0,13	orate with
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		) \	(RASS	E C E N F I
2. Is any person, other than the above, going to share	in the profits//c	osses of the busines	s? DYES DI	NO
If Yes, give name, current address and telephone n  Last First Middle				•
CH23 AREJUE	Mailing Address		City, State, Zip	Telephone#
				The state of the s
				City distributions

FEE FOR EACH CARD.  CORPORATION  Complete questions 1, 2, 3, 5, 6, 7, and 8.						
☐ L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.						
Name of Corporation/L.L.C.:   DG Retail, LLC  (Exactly as it appears on Articles of Incorporation or Articles of Organization)						
01-4- 7h						
State Zip						
#  []						
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## ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



400 W Congress #150 Tucson AZ 85701-1352 (520) 628-6595

## APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF A CLUB, PARTNERSHIP, OR OTHER TYPE ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: DG Retail, LLC	
Affidavit of: William Charles Bass	
Position/Title: Chief Executive Officer	
State of:	AZ Corp./L.L.C. # R-1226423-6
County of:Davidson	State Incorporated: Tennessee
The undersigned, William Charles Bass says:	, being first duly swom, upon Oath deposes and
<ul> <li>Arizona, I have completed and delivere the required questionnaire and fingerpri</li> <li>The required questionnaires and finger managing members, partners, etc., who the policies involving spirituous liquor</li> </ul>	erprint cards of all officers, directors, regional managers, direct or are involved in the direction of the management of in the State of Arizona; and all stockholders who own tention or limited liability company have also been completed
Name and title of such individuals are a	
(1) William Charles Bass	Chief Executive Officer
(2) John Wayne Feray	Senior Vice President & Chief Financial Officer
(3) James Patrick Smits	Senior Vice President, General Merchandise Manager
(4) Robert Ragan Stephenson	Secretary

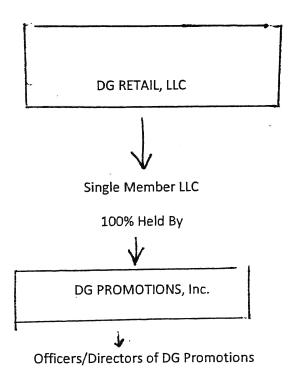
<sup>\*</sup>Disabled individuals requiring special accommodations, please call the Department.

3. There are, in addition to those submitting questionnaires and fingerprint cards, other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals directs or is involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.	
Such members and positions, along with date and place of birth, are as follows (or list attached):	
(1) DG Promotions, Inc No individual owns 10% or more	
(2)	
(3)	
(4)	
<ul> <li>4. None of the individuals listed under item #3 possesses the power to vote ten percent (10%) of the outstanding voting securities of this organization, nor can any of them control the election of one or more of the Board of Directors or managing members of the organization.</li> <li>5. Finally, on information and belief, none of the individuals listed under item #3 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.</li> </ul> DATED this Aday of Academy day of Academy Aca	
I, William Charles Bass , declare that I am the APPLICANT filing this notification. I have read this document and the contents and all statements are true, correct and complete.	;
X State of <u>I P. N. P. S. C. P. County of Devids on</u> The foregoing instrument was acknowledged before me this	_
(Signature)  The foregoing instrument was acknowledged before the diss  (Signature)  A day of February, 2013	

My commission expires on: 67/24/5

Year

(Signature of NOTARY PUBLIC)



William Charles Bass CEO/Pres.

John Wayne Feray Sr. V.P. – Finance

James Patrick Smits Sr. V.P. - Merchandising

Robert Ragan Stephenson Legal Counsel-Asst. Secretary

DG Promotions, Inc., a C Corporation incorporated in the State of Tennessee is a wholly owned subsidiary of Dollar General Corporation. The stock of Dollar General Corporation is publicly traded on the New York Stock Exchange with 1,000,000,000 shares authorized and approximately 332,326,972 shares issued as of May 31, 2012. No individual owns or controls 10% or more of the shares of the corporation.

William C. Bass, Chief Executive Officer DG Promotions, Inc.

STATE OF <u>lenaussee</u>

) ss.

County of Devidson

Sworn to and subscribed before me this 26 day of February, 2013, by

William C. Bass, who is personally known to me as the Chief Executive Officer, of DG

Promotions, Inc.

Thomas Hartones Notary Public OF STATE OF TENNESSEE NOTARY PUBLIC ON WER COMMISSION Expires

(Exactly as it appears on accuse)	***	təsi	First	Middle	
2. Assignee's Name:					
3. License Type:	License N	lumber:	nsı Date d	Middle of Last Renewai:	
<ol> <li>ATTACH TO THIS APPLICA DECREE THAT SPECIFICA</li> </ol>	TION A CERTIFIED CO LLY DISTRIBUTES TH	DPY OF THE WILL. F IE LIQUOR LIGENSE	PROBATE DISTRIBUTIO E TO THE ASSIGNEE TO	ON INSTRUMENT, OR DIVO OTHIS APPLICATION.	PRCE
SECTION 10 Governme				· Companies desirables projection programme	
Governmental Entity:	ω: 				Commence of the second
2. Person/designee:	Last	First	Middle	Contact Phone Nu	
A SEPARATE LICENSE	MUST BE OBTAINE	D FOR EACH PRE	EMISES FROM WHICH	SPIRITUOUS LIQUOR IS	S SERVED.
SECTION 11 Person to	ACCOUNTS WASHINGTON MICHIGAN MANAGEMENT				
Questions to be completed		NSEE (Bars and L	iauor Stores ONLY-5	Series 06.07, and 09)	<del>~</del>
Current Licensee's Name:				Entity:(indiv., /	i i
(Exactly as it appears on license)					Agent, etc.F
. Corporation/L.L.C. Name;	(Exactly as it appears	s on ficense)			-
Current Business Name:					Dept
	(Exactly as it appears	5 DN NCERSE)			<b>E</b>
. Physical Street Location o	f Business: Street				
	City, State, Zip	Company of the Compan			
. License Type:	Licer	nse Number:			
. If more than one license to	be transféred: Licen	ise Type:	License	Number:	
. Current Mailing Address: (Other than business)	Street				
(= 1.11 man dobridocy	City, State, Zip				
Have all creditors, lien hold					
Does the applicant intend to 5 of this application, attack	o operate the busine n fee, and current lic	ss while this applic ense to this applic	cation is pending? 🔲 'cation.	YES 🗌 NO If yes, comp	olete Section
O. I,		, hereby auth	norize the department	to process this application	n to transfer t
(print full name) privilege of the license to t conditions, I certify that the	he applicant, provide	ed that all terms an	d conditions of sale ar	e met. Based on the fulf	illment of thee
f,(print full name)				WNER, AGENT, MEMBE	
STOCKHOLDER, or LICENtrue, correct, and complete	NSEE of the stated lid				
	CONTRACTOR AND PROPERTY OF THE		State of	County of	
(Signature of CU	RRENT LICENSEE)		The foregoing instr	rument was acknowledge	d before me th
y commission expires on:			Day	Month	Year
				e of NOTARY PUBLIC)	

## APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER-UNTIL IT IS APPROVED BY THE STATE 1. Current Business: Name (Exactly as it appears on license) Address 2. New Business: (Physical Street Location) Address \_\_\_\_\_ License Number: 4. If more than one license to be transferred: License Type:\_\_\_\_\_\_ License Number:\_\_\_\_\_ 5. What date do you plan to move? \_\_\_\_\_\_ What date do you plan to open? \_\_\_\_\_ SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12): A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building The above paragraph DOES NOT apply to: نيسبا ازريا Ę a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03) b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5)) Û 2722 \_\_ft. Name of school Florence K-8 School Distance to nearest school: Address 225 S. Orlando, Florence, AZ 85232 City, State, Zip LO. 961 2. Distance to nearest church: ft. Name of church Union Baptist Church Address 640 E. 1st St., Florence,, AZ 85132 City, State, Zip 3. I am the: Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises) FLORENCE LLC If the premises is leased give lessors: Name Address 8112 ASTER DRIVE, SCOTTSDALE, AZ 85260 City, State, Zip 4a. Monthly rental/lease rate \$\_\$5,650.00 \_\_\_ What is the remaining length of the lease 1\_ yrs. 10 mos. 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other (give details - attach additional sheet if necessary) 5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0 Please list lenders you owe money to. Last Middle Amount Owed Mailing Address City State

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Business is a discount general merchandise retailer.

## **SECTION 13 - continued**

was Y	7:.Has a license or a transfer ličeñse for the premises on this application been denied by the state within the past one (1) year? .   ☐ YES ☑ NO _ if yes, attach explanation.
{	8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
	9. Is the premises currently licensed with a liquor license?   YES NO If yes, give license number and licensee's name:
	License #(exactly as it appears on license) Name
901	SECTION 14 Restaurant or hotel/motel license applicants:
	1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?   YES NO  If yes, give the name of licensee. Agent or a company name:
	If yes, give the name of licensee. Agent or a company name:  and license #:
~	Last First Middle  2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending. Consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
	3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
	4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross evenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintable minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.
	applicant's signature
	As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barrier are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for you inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessarily and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the Information" tab.
	applicants initials
<u>S</u>	ECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)  Check ALL boxes that apply to your business:
	*****
	<ul> <li>☑ Entrances/Exits</li> <li>☑ Liquor storage areas</li> <li>☑ Patio: ☐ Contiguous</li> <li>☐ Non Contiguous</li> </ul>
2.	Is your licensed premises currently closed due to construction, renovation, or redesign?   YES NO If yes, what is your estimated opening date?
	month/day/year
3.	Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4.	The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5.	Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.
	As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

6

VEVIIVIT IV DIGGIGIII VI FICIIIISES

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consum dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up 1.

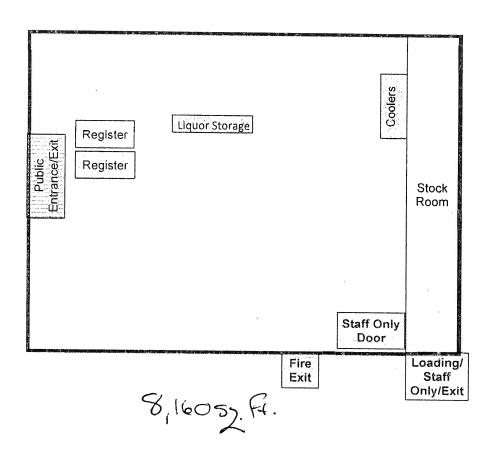
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

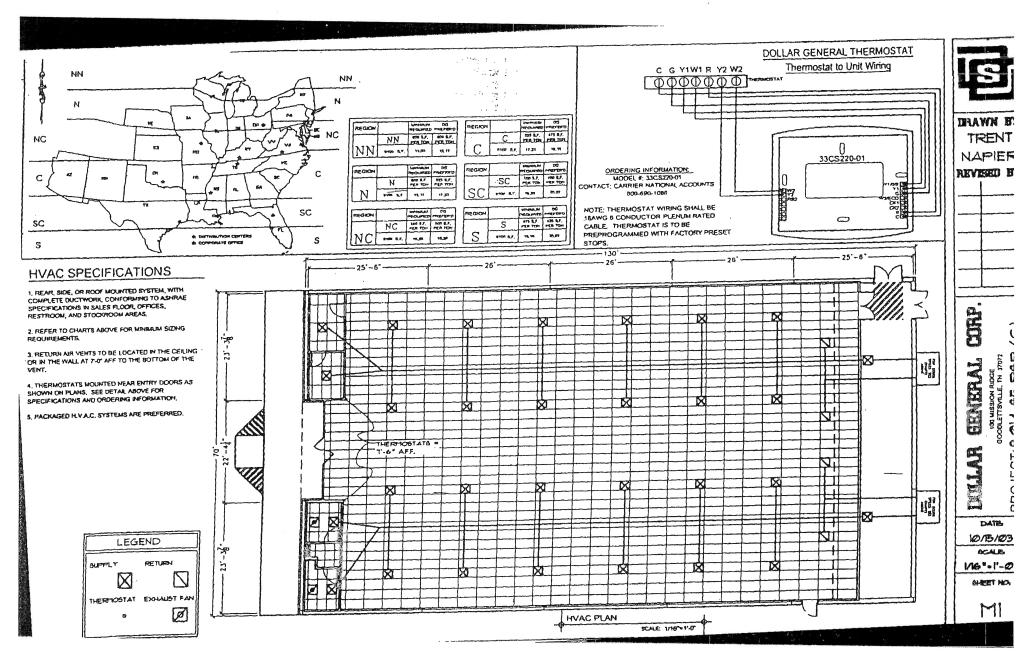
Total Square Footage: 8160	
Public: 7072	and internal following internal state of the
Non-Public: 1088	· · · · · · · · · · · · · · · · · · ·
	13 MAY 9 Liqr. Dept AN 9 40
	d≯. Bebt H
	1940
SECTION 16 Signature Block	
(print toll name of applicant)	nereby declare that I am the OWNER/AGENT filing this
true, correct and complete	. I have read this application and verify all statements to b
(signature of applicant listed in Section 4, Question 1)	State of AZIZONA County of MAZICOPIX
BETH BRIGGS  NOTARY PUBLIC  MARICOPA COUNTY, ARIZONA MY COMM. EXPIRES 8-03-14	The foregoing instrument was acknowledged before me this  Apk of MARCH 2013
My commission expires on :  Day Month Year	BEAT BLCCI  signature of NOTARY PUBLIC

**Store #** 7336

City Florence, AZ

911 Street Address 495 N. Pinal Pkwy, Ste. 10, Florence, AZ 85132-9292





Op. 8 MR 1940, 1967 BM 9 40

# **NOTICE**

# APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: May 18, 2013

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Florence Town Council

PLACE Florence Town Hall DATE/TIME June 17, 2013 @ 6:00 pm 773 N main Street
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-868-7500

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

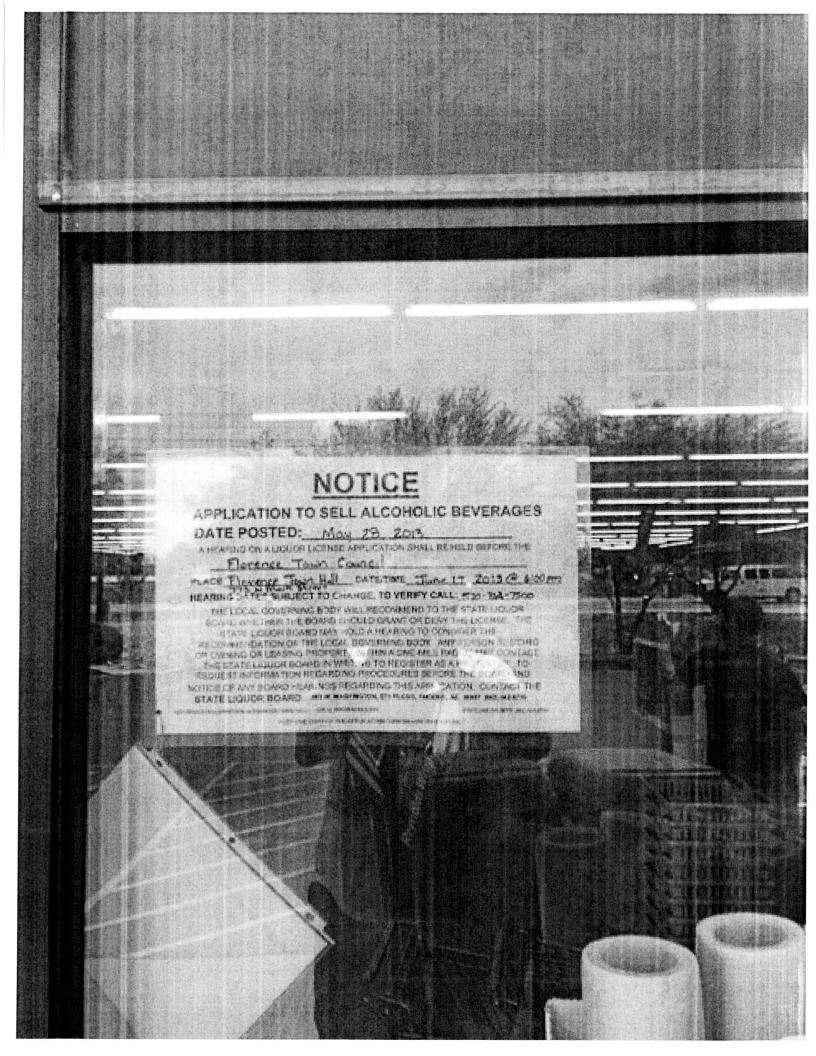
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

## **Certification of Posting of Notice**

The undersigned hereby certifies that a copy of the attached notice was				
duly posted at <u>DollAn GENERAL</u> [location], Florence, Arizona, on				
<u>5/28/13</u> [date], at <u>1.0084</u> [time]				
Rick BALDUM BUILDING FUSPERION [Name and Title of person who did posting]				
[ List description of what was posted on the certificate of posting]				



## Arizona Department of Liquor Licenses and Control 800 West Washington, 5th Floor Phoenix, Arizona 85007 www.azliquor.gov 602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION
CITY/TOWN OF Tlorence STATE APPLICATION #
COUNTY OF PIOCI ARIZONA. CITY/TOWN/COUNTY #
ORDER #
At a Regular meeting of the Town Council of the City/Town/Count (Regular or Special) (Governing Body)
of Florence held on the 17 day of June, 2013 the (Day) (Month) (Year)
application of <u>Clare Hollie Abel</u> for a license to sell spirituous liquors at
the premises described in Application # $\frac{1013239}{}$ , License Class Series $\frac{10}{}$ was considered as provided by Title 4, A.R.S. as amended.
IT IS THEREFORE ORDERED that the APPLICATION of Clare Hallie Abel
is hereby recommended for(approval/disapproval)
a license to sell spirituous liquors of the class, and in the manner designated in the Application.
IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.
CITY/TOWN/COUNTY CLERK
DATED AT  This day of(Year)

<sup>\*</sup> Disabled individuals requiring special accommodations please call the Department

## ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

		AFFIDAVIT OF POSTING		
Date of Posting: $\underline{\hspace{1cm}}$	May 18,20	Date of Pos	ting Removal:	-H
Applicant Name:	Abel	Clare	Hollic	
Business Address:	495 N , (	Pinal Pkwy S	OTE 10 Florence	7513
License #: <u>//)//,32</u>	739			
I hereby certify that proposed to be lic	nt pursuant to A.R.S.§ 4 ensed by the above app	-201, I posted notice in a c plicant and said notice wa	conspicuous place on the prer s posted for at least twenty (2	nises 0) days.
Print Name of City/Co	ounty Official	Title	Telephone #	
	,			
	Signature		Date Signed	

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 13a.

TOUNDED 18-66	
MEETING DATE: June 17, 2013	⊠ Action
<b>DEPARTMENT:</b> Administration	☐ Information Only☐ Public Hearing☐ Resolution
STAFF PRESENTER: Lisa Garcia	☐ Ordinance
Deputy Town Manager/Town Cl	lerk ☐ Regulatory

☐ 1<sup>st</sup> Reading

SUBJECT: Windmill Winery Application for Wine Festival

License/Wine Fair License

## **RECOMMENDED MOTION/ACTION:**

Ratification of an Application for Wine Festival License/Wine Fair License for the Windmill Winery to hold a wine tasting at the Freedom Fest at Heritage Park, on July 4, 2013, from 4:00 p.m. to 8:30 p.m.

## **BACKGROUND/DISCUSSION:**

The Windmill Winery will host a wine tasting during the Freedom Fest celebration. Staff will be on site to explain the various wines and to offer samples.

This is a temporary, non-transferable, on and off-sale retail privilege license that allows the holder to offer the sale of wine at two different types of events:

- 1. A Wine festival license allows a licensed domestic farm winery to serve samples of its products on the wine festival premises, the sale of such products for consumption on the wine festival premises, and the sale of such products in original containers for consumption off the wine festival premises. The license is subject to the approval of the governing body of a city or town, where the wine festival is to take place. The Arizona Department of Liquor may issue up to twenty five (25) wine festival licenses for each calendar year for each licensed domestic farm winery, for up to a cumulative total of seventy five (75) calendar days per winery.
- 2. A Wine fair license allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, the sale of such products for consumption on the fair premises and the sale of such products in original containers for consumption off the fair premises.

## **FINANCIAL IMPACT:**

None

Subject: Special Event Liquor License – Windmill Winery Meeting Date: June 17, 2013

## **STAFF RECOMMENDATION:**

Staff recommends the Council ratify the favorable recommendation sent to the Arizona Department of Liquor Licenses and Control.

## **ATTACHMENTS**:

Application

Subject: Special Event Liquor License – Windmill Winery Meeting Date: June 17, 2013

## State of Arizona Department of Liquor Licenses and Control 800 W. Washington, 5th Floor Phoenix, AZ 85007 www.azliquor.gov (602)542-5141

## APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. On	ly twenty-five (25) licenses per calen	dar year for up t	o seventy-five
calendar days may be issued, excluding sanctioned county or sta	ite fair licenses.	, ,	
1. Applicant's Name: hrist	Harok	79/	<u>~~</u>
2. Business Name: Wmdmill Wm	First  D.F.W. Lic#:	Midc	
1000 1100	(Dome	estic Farm Winery L	icense #)
3. Location of Festival: (Physical location - Do not use PO Box	1 + lorence	Kmal	<u> </u>
	() City	County	Zip
4. Mailing Address: PO Box Q670			
	City	State	Zip
5. Date and hours of festival:			
DATE DAY OF WEEK	HOURS FROM	<b>HOURS T</b>	<u>0</u>
7/4/13 thusday		<u>8:3</u>	<u>a.m./p.m</u> .
	a.m./p.m.		a.m./p.m.
	a.m./p.m.		a.m./p.m. a.m./p.m.
	a.m./p.m.		·
	a.m./p.m.		a.m./p.m.
6. Name and address of site owner:	of Florence		
Last	First	Midd	le
175 1) Main	Florence	AZ	85132
Address	City	State	Zip
7. Phone Numbers: $(50)$ $8(68)$ $(7)$	(500)	)	
Site Owner	Applicant's Business	Applican	t's Residence

<sup>\*</sup> Disabled individuals requiring special accommodation, please call (602) 542-9027.

8.	Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES ✓ NO □
9.	Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products <b>ONLY</b> ? YES NO
10.	How many wine festival licenses have you applied for this calendar year, including this one?
	Give the total number of days you have held licensed wine festivals this year
11.	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
pro Ple	Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the evisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises asses show dimensions, serving areas, fencing, barricades or other control measures and security positions.  (Print full name)  The read the application and the contents and all statements are true, correct and complete.  State of Arizona County of Pinal
X_	The foregoing instrument was acknowledged before me this  (Signature of APPLICANT)  MARIA HERNANDEZ  Notary Public - State of Arizons  PINAL COUNTY  My Commission Expires Nov. 28, 2015  Commission expires on:  November 24, 2015  The foregoing instrument was acknowledged before me this  (Signature of APPLICANT)  Month  Year  The foregoing instrument was acknowledged before me this  (Signature of APPLICANT)  MARIA HERNANDEZ  Day  Month  Year  The foregoing instrument was acknowledged before me this  (Signature of APPLICANT)  MARIA HERNANDEZ  Notary Public - State of Arizons  PINAL COUNTY  My Commission Expires Nov. 28, 2015  Commission expires on:
	(Signature of NOTARY PUBLIC)
	*** FOR USE BY LOCAL GOVERNING AUTHORITY ONLY ***
I, _	(Government Official)    City, Town, or County)   (Signature of OFFICIAL)
	*** FOR USE BY DLLC ONLY ***
	☐ APPROVED ☐ DISAPPROVED
Ву:	Date:

## WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM (This diagram <u>must</u> be completed with this application)

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

See	attached	N↑

MAP OF 4th of July Event at Heritage Park 600 North Main St.	North T		
600 North Main St. Florence Hz 85132		TOWN	Florence dipt.
Heritag Park	e (600 North Main Street	First Street	
and the second s		Ruggles Stre	<u>e                                    </u>
		6th Street	
and a supplication of the	· Black Park of Windowski Albertalen (1845 - 1845 - 1845 - 1845 - 1845 - 1845 - 1845 - 1845 - 1845 - 1845 - 1845	8th Street	
	Strat	10th Street	
	MAIN ST	11th Street	
		12th Street	,



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 13b.

POUNDED UNK	
MEETING DATE: June 17, 2013	<ul><li>✓ Action</li><li>✓ Information Only</li></ul>
DEPARTMENT: Human Resources	☐ Public Hearing ☐ Resolution
STAFF PRESENTER: Scott Barber, HR Director	☐ Ordinance
SUBJECT: Resolution No. 1401-13: Smartworksplus Service Agreement	☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading ☐ Other

## **RECOMMENDED MOTION/ACTION:**

It is recommended the Mayor and Council adopt Resolution No. 1401-13, approving a new service agreement with Smartworksplus, effective July 1, 2013, to provide for staffing services by contract pursuant to RFP#14-06MP and the associated contract issued by Mesa Public Schools under a Cooperative Purchasing Agreement with Strategic Alliance for Volume Expenditures (SAVE).

## **BACKGROUND/DISCUSSION:**

Back in March, 2012, an agreement was approved with Smartworksplus to allow the possibility of eligible Town employees covered under the Arizona State Retirement System (ASRS) to retire, begin to collect their ASRS retirement benefits, and return to work for the Town. This agreement has also allowed the Town to bring on board staff members who are not existing Town employees under the terms of the agreement. That action reflected favorable terms and conditions negotiated with Smartworksplus through a Cooperative Purchasing Agreement with Strategic Alliance for Volume Expenditures (SAVE) pursuant to an RFP issued by Mesa Public Schools and available to other public entities. The underlying agreement will expire at the end of June. A new SAVE Cooperative Purchasing Agreement has been approved, identical to the one expiring. Though we technically have an agreement with Smartworksplus that runs through July 2, 2015, it has been requested that we approve a new agreement to reflect the new RFP number, and the new agreement term through June 30, 2018.

Just a reminder that re-employment is not guaranteed to any employee, and that the Town realizes a significant savings when contracting employees in this way.

## **FINANCIAL IMPACT:**

Fiscal Impact (in this case, net savings to the Town) is ultimately dependent upon eligibility and participation.

Subject: Resolution No. 1401-13 Smartworksplus Service Agreement Meeting Date: June 17, 2013

Page 1 of 2

## **STAFF RECOMMENDATION:**

Staff recommends adoption Resolution No. 1401-13, approving a new service agreement with *Smartworksplus*.

## **ATTACHMENTS**:

Resolution No. 1401-13 Smartworksplus, Inc. – Service Agreement

Subject: Resolution No. 1401-13 Smartworksplus Service Agreement Meeting Date: June 17, 2013

Page 2 of 2

## **RESOLUTION NO. 1401-13**

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE SERVICE AGREEMENT BETWEEN SMARTSCHOOLSPLUS, INC. DBA SMARTWORKSPLUS AND THE TOWN OF FLORENCE EFFECTIVE 07/01/2013 FOR A FIVE YEAR TERM.

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is recommended to adopt a new Service Agreement between *smartschoolsplus*, *inc.*, *dba smartworksplus* and the Town of Florence effective July 1, 2013.

**NOW, THEREFORE, BE IT RESOLVED** that the Service Agreement between *smartschoolsplus, inc., dba smartworksplus* attached as "Exhibit A", and the Town of Florence is hereby adopted effective July 1, 2013.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of June, 2013.

	Tom J. Rankin, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	James E. Mannato, Town Attorney

## **Town of Florence**

#### and

smartworksplus, inc.

#### SERVICE AGREEMENT

This SERVICE AGREEMENT (this "AGREEMENT") is entered into as of this 1st day of July, 2013 between smartschoolsplus, inc, an Arizona corporation, d/b/a smartworksplus ("Provider"), and the Town of Florence ("Entity").

#### RECITALS

- A. Provider is a corporation engaged in the business of providing professional services, including employee staffing services, to governmental entities;
  - B. Provider's employees include qualified personnel and/or administrators. , [
- C. Entity is a governmental entity within the State of Arizona that requires the services of qualified personnel and/or administrators.
- D. Entity is authorized to enter into this Agreement pursuant to Arizona Revised Statutes A.R.S. 9-240 (A).
- E. City desires to obtain services, as more fully described in Exhibit A, attached hereto ("Services") from Provider and Provider is willing to provide Services to City upon the terms and conditions contained in this Agreement, pursuant to RFP #14-06MP and the associated contract issued by the Strategic Alliance for Volume Expenditures (SAVE) available to District/State Entities.

#### **AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, Provider and Entity agree as follows:

1. <u>Services</u>. Provider shall provide the Services set forth in this Agreement and in the Scope of Services attached as Exhibit A (collectively, "Services").

### 2. <u>Provider Employees</u>.

- A. <u>Employment Agreement</u>. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with staff and/or administrators. Collectively, "Provider Employees" to provide Services required by Entity. A roster of Provider Employees, and their daily pay rates, are set forth in Exhibit C. A copy of each Employment Agreement shall be provided to Entity as soon as available. Provider shall (i) take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement, and (ii) provide general direction, supervision and control of each Provider Employee in the performance of his or her duties, as more fully described in the Scope of Services.
- B. <u>Payroll</u>. Provider, and not Entity, shall be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless Entity for failure to remit to the appropriate governmental authority any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. Entity shall immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens and other forms of legal process received by Entity affecting payment of wages to Provider Employees and shall cooperate with Provider in responding thereto.

- C. <u>Health and Safety</u>. Provider shall, and shall require Provider's Employees to, comply with all health and safety laws, regulations, ordinances, directives and rules imposed by controlling federal, state or local governments, and shall immediately report all work-related accidents involving the Provider Employee within 24 hours to Entity. Provider shall provide where necessary, and shall require that all Provider Employees use, personal protective equipment as required by federal, state or local law, regulation, ordinance, directive or rule.
- D. <u>Compensation of Provider Employees</u>. Provider shall pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to Entity. Provider shall be exclusively responsible for, and shall comply with, applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to Entity.
- E. <u>Legal Arizona Worker's Act</u>. Provider, and not Entity, shall be responsible for compliance with the Legal Arizona Worker's Act (2007), as amended from time to time. Compliance shall include, but not be limited to, verification of employment eligibility for all new employees through the E-Verify program, as defined in A.R.S. § 23-211.
- F. <u>Termination</u>. Provider or Entity may terminate this Agreement, with respect to any or all of the Provider Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least 30 days prior to the effective date of termination. Entity and Provider shall each have the right to terminate the service of, and therefore cease to have any obligation with respect to, any particular Provider Employee, upon written notice to the other (or its successor in interest) upon the occurrence of any of the following:
- (1) if the Provider Employee: (i) embezzles, steals or misappropriates funds or property of Entity or Provider or defrauds Entity or Provider; (ii) is convicted of a felony; (iii) has a necessary certification revoked or suspended; or (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of Entity or Provider;
- (2) the death of the Provider Employee occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his date of death;
- (3) the permanent disability of the Provider Employee occurring at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, the Provider Employee is unable to substantially perform his duties hereunder during either (i) any continuous period of 30 days, in which event this Agreement shall terminate as of the first day following the end of such 30-day period, or (ii) an aggregate of 45 days within a 12-month period, in which event this Agreement shall terminate as of the first day following the 45th such day;
- (4) in the event that Provider sells or disposes of all or substantially all of its assets or permanently discontinues operating its business;
- (5) in the event that a Provider Employee is unwilling, unable or fails to satisfactorily comply with any rules, guidelines, policies, procedures or regulations promulgated by Employer or Entity during the term of the Provider Employee's Employment Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within 10 days following receipt of such written notice; or
- (6) if it is later discovered that a Provider Employee has made any material misrepresentations or has failed to provide any material information in connection with the application for employment that was previously submitted to Provider.

- 3. <u>Compensation</u>. Entity agrees to compensate Provider for work performed, and reimbursable expenses incurred in the performance thereof, by Provider Employees in accordance with the compensation schedule attached hereto as Exhibit D. Provider shall invoice Entity monthly; invoices shall be due and payable within 7 days after receipt by Entity. The parties acknowledge and agree that Provider Employees shall receive wages solely from Provider. Entity shall not pay any Provider Employee in cash or by any other means for any services rendered by such Provider Employee pursuant to his or her Employment Agreement. Any individual whom Entity pays directly for any services rendered shall not be considered a Provider Employee as to any services for which Entity provides compensation.
- 4. <u>Responsibilities of Entity</u>. In addition to its payment, and other obligations set forth in this Agreement, Entity shall have the following responsibilities:
- A. <u>Supervision; Reporting</u>. Entity shall provide daily monitoring of the Provider Employees and shall report to Provider on an ongoing regular basis regarding the Provider Employees' performance of their respective duties.
- B. <u>Safety Obligations</u>. Entity shall provide a safe workplace for Provider Employees, shall supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log), shall include Provider Employees in any specific safety training that Entity offers or requires for its own personnel in the same or similar positions, and shall inform Provider of any necessary protective equipment that Provider Employees must use in the performance of services for Entity. Provider or its workers' compensation carrier has the right to inspect Entity's premises and operation, but is not obligated to conduct any inspections. Provider reserves the right to audit safety activities. Provider or its insurer may, but neither is obligated to, give reports to Entity on the conditions found at Entity's worksites. Neither Provider's insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.
- 5. <u>Term.</u> The term of this Agreement shall commence as of July 1, 2013, for a five (5) year term, terminating on June 30, 2018, unless earlier terminated pursuant to the provisions hereof. Entity acknowledges and agrees that prior to any renewal, the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to Entity at least 30 days prior to the end of the then-current term.

#### 6. Insurance.

#### A. Worker's Compensation.

- (i) Except as otherwise provided in this Agreement, Provider shall be considered the "employer" of all Provider Employees for the purposes of providing workers' compensation insurance within the meaning of Arizona Revised Statute ("A.R.S.") § 23-901. Provider shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 for each accident and \$500,000 for bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Entity from the workers' compensation insurer. Provider shall, upon Entity's request, upon termination of this Agreement, provide to Entity records regarding the loss experience for workers' compensation insurance provided to Provider Employees pursuant to this Agreement.
- (ii) Entity and Provider understand, agree and acknowledge that no individual shall be covered by Provider's workers' compensation insurance, or be issued a payroll check unless prior to commencing work for Entity that individual satisfies the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing Services for Entity pursuant to this Agreement; (c) is listed on Provider's roster of Provider Employees in Exhibit C; (d) has completed Provider's required enrollment forms and, where applicable, is certified or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting;

(f) has entered into an Employment Agreement with Provider; (g) has provided all data required by Provider for payroll processing and workers' compensation coverage; and (h) has been entered onto Provider's payroll system.

(iii) Entity understands, agrees and acknowledges that the workers' compensation insurance that Provider shall provide under this Agreement shall only cover individuals who are listed on Provider's roster of Provider Employees in Exhibit C, and shall not cover other individuals who might perform services for Entity, whether as employees, independent contractors or otherwise. Entity agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Entity's own employees.

#### B. Entity Liability Insurance.

Entity shall provide liability indemnity protection to the Provider Employees who provide services to Entity but only if those Provider Employees are acting within the course and scope of the authorization granted. The coverage provided shall be made available to the Provider Employee as an additional covered party under the terms of Entity's participation agreement with Arizona Municipal Risk Retention Pool, if any (the "Pool")]. Coverage shall be made available by the Pool to each Provider Employee on the same terms and conditions as coverage is made available to employees of Entity. Provider shall be added as an additional covered party to the Pool coverage agreement, but only to the extent that Provider is vicariously liable for the acts of the Provider Employee while the Provider Employee is performing services on behalf of Entity, but not for any actual or alleged wrongful act, error or omission of Provider in its own right (e.g., claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and the Provider Employees is other than as specifically provided for and agreed to in this Agreement.

#### C. Other Insurance.

Provider shall maintain in full force and effect at all times during the term of this Agreement the Commercial General Liability ("CGL") Insurance and unemployment insurance.

- (i) The CGL policy shall provide for limits of not less than \$1,000,000 per occurrence and if such CGL policy contains a general aggregate limit of liability, the limit shall be no less than \$2,000,000. The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of Provider or its employees that is not the direct consequence of the services provided by the Provider Employees under the terms of this Agreement. Entity shall be added as an additional insured to the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided for under the terms of this Agreement.
- (ii) Provider shall provide unemployment insurance coverage to the extent required by law.
- 7. <u>Independent Contractor.</u> The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Provider has no authority to enter into any contract or incur any liability on behalf of Entity. Provider's employees are not intended to be and shall not be considered employees of Entity. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all persons performing Services under this Agreement.
- 8. <u>Non-Exclusive Use</u>. Provider acknowledges and agrees that Entity may enter into agreements with other provider organizations to supply services to Entity and that Provider is not the exclusive organization with which Entity may contract to provide services.
- 9. <u>Notice</u>. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and

received when hand delivered to the party addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider: smartworksplus

P.O. Box 11618

Tempe, AZ 85284-0027

With a copy to: Perkins Coie Brown & Bain P.A.

2901 N. Central Ave., Suite 2000

Phoenix, AZ 85012

Attention: Judith K. Weiss, Esq.

If to Entity: Town of Florence

775 N. Main Street P.O. Box 2670 Florence, AZ 85132

With a copy to:

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section 10.

- 10. <u>Binding Nature of Agreement; Assignment and Nominee</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 11. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by a writing signed by both parties.
- 12. <u>Waiver</u>. The failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.
- 13. <u>Costs and Expenses</u>. Each party hereto shall bear its own costs, including attorneys' fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.
- 14. <u>Headings</u>. All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 15. <u>Construction; Interpretation</u>. This Agreement is intended to express the mutual intent of the parties hereto and thereto, and irrespective of the identity of the party preparing any such document, no rule of strict construction shall be applied against any party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting either gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "but not

- limited to." The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association, governmental entity or any other entity.
- 16. <u>Exhibits and Recitals</u>. All Exhibits referred to herein and the Recitals made and stated hereinabove are hereby incorporated by reference into, and made a part of, this Agreement.
- 17. <u>Materiality</u>. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into this Agreement and shall survive the execution and delivery of this Agreement.
- 18. <u>Governing Law; Forum; Venue.</u> This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures set forth in A.R.S. § 41-2611, *et seq.*, or, if such procedures are not applicable, then (ii) in a state or local court located within Pinal County, Arizona.
- 19. <u>Knowing Covenants</u>. The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, the parties hereby represent and warrant to each other that this Agreement is binding and enforceable in accordance with its terms.
- 20. <u>Indemnification</u>. Provider agrees to indemnify, defend and hold harmless Entity, its board members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by Entity arising from, attributable to or caused by acts or omissions of Provider (or its officers, directors, shareholders or agents) or any Provider Employee in the performance of or related to the performance of the duties of any Provider Employee as described in the Employment Agreement (including, but not limited to injuries to Provider Employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of Entity or its board members, officers, directors, employees, insurers, indemnitors or agents.
- 21. <u>Conflict of Interest</u>. The parties expressly acknowledge that Entity has the option of canceling this contract within three years from the date of execution without any further penalty or obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Entity is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current Entity employee to become a Provider Employee and recognizes the applicability of A.R.S. § 38-511.
- 22. This Agreement shall not be construed to require Entity to take any action hereunder, and Entity shall have no obligation to utilize the services of Provider or its employees during the term of the Agreement.

[Signature page to follow]

IN WITNESS WHEREOF	, the parties have executed th	is Agreement as	of the day	and date fir	st
above written and effective as of t	he date hereinabove stated.				

"Provider"	"Entity"
smartschoolsplus, inc. an Arizona corporation, d/b/a smartworksplus	
By: Sandra McClelland	By: Its:
Its: President	

#### **EXHIBIT A**

#### Scope of Services

The following Services shall be performed by smartschoolsplus, inc. [d/b/a smartworksplus] in fulfillment of its obligations under the terms of the Agreement.

- 1. Provider shall recruit, hire, train, evaluate and supervise Provider Employees who are professionally and technically qualified to perform the duties of staff and/or administrators, and shall discipline and terminate Provider Employees, as appropriate, including the following:
- a. maintaining a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA") and the Arizona Employment Protection Act ("AEPA");
- b. maintaining a system of statewide personal background checks on all Provider Employees provided to Entity to include statewide criminal background check and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments, and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments;
  - c. maintaining a system of performance evaluation for each Provider Employee;
- d. maintaining a program of supervision that enforces the policies and procedures of Entity. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who shall be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to: (i) applicable workers' compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify Entity of any human-resource-type issue raised by a Provider Employee that may affect Entity, such as threats of violence, harassment, discrimination or retaliation:
- e. providing to each Provider Employee information regarding his or her obligation to comply with all of Entity's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider shall establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that he or she has read, understood and agrees to abide by those policies and procedures;
- f. providing annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by Entity. Provider shall maintain a record of all such training; and
- g. preparing and distributing an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that are to be followed during the course of the Provider Employees' employment with Provider.
- 2. Provider shall inform the Provider Employee in writing that he or she is employed by Provider, not Entity.

- 3. Provider shall inform the Provider Employee in writing that job related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to Provider contact.
- 4. Provider shall notify Provider Employees in writing that other than the liability indemnity protection specifically delineated in this Agreement the only benefits they shall receive shall be from Provider, and that they are not entitled to any benefits from Entity.
- 5. Provider shall be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

#### **EXHIBIT B**

#### Form of Employment Agreement

[see attached]

#### Exhibit "B"

Employee Name & Demographic Information	
Name: <first name=""> <middle name=""> <last n<="" th=""><th>ame&gt; SSN: <ssn></ssn></th></last></middle></first>	ame> SSN: <ssn></ssn>
Mailing Address: <a href="#"><mail a="" address<=""> <a href="#"><mail city=""></mail></a>, <a href="#"></a></mail></a>	<mail state=""> <mail zip=""></mail></mail>
E-mail Address (required): <email address=""></email>	
Home Phone: < Home Phone> * Employee agrees to notify Employer of change to address/pho	Work Phone: <work phone=""> ne number within ten (10) days</work>
Governmental Entity: <govt. entity="" name=""></govt.>	Total Employment Days: <a href="#">Contract Days&gt;</a>
Position**: <position> (**subject to change upon reasonable request by Employer)</position>	Worksite**: <worksite></worksite>
Term Period: <contract period=""></contract>	Number of Pay Periods: <# of Pay Periods>
First Check: <first check=""></first>	Last Check: <last check=""></last>
Determination of Annual Salary: <a href="mailto:ssp"><a and="" any="" ard="" as="" be="" beyond="" compensated="" compensation="" days="" days,="" do="" elapsed,="" employee="" entitled="" exceed="" expiration="" for="" href="mailto:ssp&lt;/td&gt;&lt;td&gt;Determination of Daily Rate of Pay: * &lt;ssp&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;Determination of Pay Per Pay Period: * &lt; Pay&lt;/td&gt;&lt;td&gt;Per Pay Period&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;* Payments to the employee will be made bi- monthly, for the additional service pay approved for employees of smartworksplu&lt;/td&gt;&lt;td&gt;number of pay periods indicated above for balance of the Term. All us will be at the discretionary current rate of smartworksplus.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;Compensated Sick/Leave &amp; Vacation Days&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;Sick/Leave Days &amp; Vacation Days per the Terr&lt;/td&gt;&lt;td&gt;m: &lt;Sick/Leave/Vacation Days&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;above. PTO shall be accrued ratably during the Term based u&lt;br&gt;Term. PTO may be taken as vacation days, personal days or sof accrued days of PTO. PTO will not accrue or be carried forw&lt;br&gt;Term or termination of employment for whatever reason, Employment&lt;/td&gt;&lt;td&gt;on days (collectively referred to as " in="" indicated="" less="" lieu="" long="" loyee="" not="" number="" o="" of="" or="" partial="" pay="" per="" period="" periods="" pon="" prorated="" pto")="" pto.="" renewal="" shall="" sick="" so="" taken="" td="" term="" the="" the<="" thereof.="" to="" total="" upon="" will=""></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a>	
By signing below, Employee hereby acknowledges that Employee information is true and correct to the best of Employee's knowledges.	
Employee Signature:	Date:
Employer Signature:	Date:

2012 Smartworksplus Employment Agreement (final form as of 2\_14\_12).DOC

#### **EXHIBIT C**

#### Roster of Provider Employees and Fee Schedule

[see attached]

n Bereave
<u>Days</u> 1

smartworklsplus, inc.	Town of Florence			
		Total Salaries/Added Pay	\$48,000.00	
By:	By:	Social Security	\$2,976.00	6.20%
		Medicare	\$696.00	1.45%
Name: Williaml McClelland	Name:	FUTA (first \$7,000)	\$84.00	
		AZ SUI (first \$7,000)	\$232.40	
Title: President	Title:	Workers' Comp	\$240.00	0.50%
		Workers' Comp*	\$0.00	3.96%
Date: July 1, 2013	Date:	Admin Fee	\$1,920.00	4.00%
		Total	\$54,148.40	12.15%

# Returning employees - once 2013 0 FUTA = 42.00 AZ SUI = 116.20 #1st year employees - twice - 2013 & 2014 1 FUTA = 84.00 AZ SUI = 232.40

#### **EXHIBIT D**

#### **Provider Compensation Schedule**

<u>Compensation</u>: Provider compensation is computed based on the number of days Provider Employees work during designated month, multiplied by their Daily Rate of Pay set forth in Exhibit C. Provider shall invoice Entity monthly (i) at agreed-upon offered contractual salary equal to 80% of Provider Employee's exit salary for Provider Employees that previously worked at Entity, or (ii) at agreed-upon offered contractual salary for Provider Employees that did not previously work at Entity.

<u>Extra Compensation</u>: Entity shall pay Provider for Provider Employees that have qualified for bonus or similar extra compensation. Provider shall invoice Entity, for agreed-upon Extra Compensation at 80% for Provider Employees. The method and timing of payment of such "Added Service Pay" shall be in accordance with the performance of such service.

<u>Service Fee/Direct Payroll Costs</u>: In addition to the payments for work performed and extra factor/incentive pay, Entity shall pay Provider a service fee equal to four percent (4%) and all applicable direct payroll costs (e.g., Social Security, FICA & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified)).

<u>Reimbursement</u>: Entity shall reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees, but only if such expenses are approved (prior to the expense being incurred) by the Provider and Entity. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement to Entity. Entity shall forward the claim to Provider. Provider shall reimburse the Provider Employee and include the amount of the reimbursement on Provider's invoice to Entity.

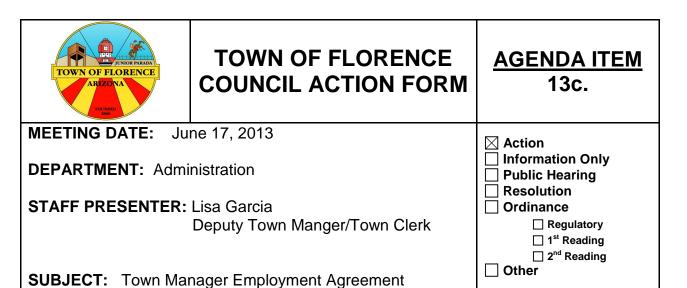
<u>Vacation/Sick/Bereavement Leave Days</u>: Entity shall provide Provider Employees with the same number of leave days as are made available to Entity's other personnel in the same classification.

<u>Electronic Access</u>: Entity shall provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal Entity duties (e.g., Kronos, computer hardware and software, e-mail, internet, cell phones, etc.). Provider Employees shall reimburse Entity directly for all charges incurred as the result of personal use of Entity cell phones. Provider Employees agree to follow all Entity guidelines and policies regarding use of the same.

# SERVICE AGREEMENT BETWEEN The Town of Florence and smartworksplus, inc.

Town of Florence P O Box 2670 Florence, Arizona 85132

Charles A. Montoya, Town Manager	Tom J. Rankin, Mayor
Date	Date
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	James F. Mannato, Town Attorney



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

Motion to approve the employment agreement between the Town of Florence and the Town Manager.

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

An executive session was held on June 3, 2013, pursuant to A.R.S. §38-432.03(A)(1) to discuss the amendment to the employment agreement of the Town Manager, Charles A. Montoya. The proposed amendments are as follows:

- Annual Base Salary \$125,000
- Hours of work section to be deleted in its entirety
- Moving and relocation costs to be paid for by the Town of Florence for the months of June and July 2013.
- Reimbursement of lodging, meal expenses, and mileage costs for relocation costs for the month of June and July 2013.

#### **FINANCIAL IMPACT:**

The Town agrees to compensate the Town Manager pursuant to the agreement an annual base salary of \$125,000 plus moving and relocation costs from Castle Rock, Colorado to Florence, Arizona.

Meeting Date: June 17, 2013

#### STAFF RECOMMENDATION:

Staff recommends approval of the employment agreement.

#### **ATTACHMENTS:**

Town Manager Amendment to Employment Agreement

## AMENDMENT TO EMPLOYMENT AGREEMENT TOWN MANAGER

This Amendment to the Agreement entitled "Employment Agreement – Town Manager" dated January 22, 2013 (the "Agreement"), is entered into by and between the **Town of Florence**, an Arizona municipal corporation, hereinafter referred to as the "Town" or as "Employer", and **Charles A. Montoya**, hereinafter referred to as "Employee" or the "Town Manager", this 17<sup>th</sup> day of June 2013, for the purpose of mutually amending certain terms of the Agreement for the benefit of the Town and Employee (the "Amendment").

**Whereas**, the parties hereto wish to amend the Agreement for their mutual benefit.

**Wherefore**, in consideration of the mutual consideration and covenants herein contained, the receipt and sufficiency of which is acknowledged by the Town and Employee, the parties hereto agree to the following amended terms and conditions, as follows:

#### **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$125,000.00 [One Hundred Twenty Five Thousand Dollars], payable in installments at the same time and in the same manner that other management employees of the Town are paid.

#### **Section 12: Hours of Work**

B. [Section 12(B) shall be deleted in its entirety.]

#### **Section 14: Moving and Relocation Expenses**

- B. Employer shall pay directly for the expenses of moving Employee, his family and personal property from Castle Rock, Colorado to Florence, Arizona occurring in the months of June and July, 2013. Said moving expenses include packing, moving, storage costs, unpacking, and applicable insurance charges.
- C. Employer shall reimburse Employee for actual lodging and meal expenses, if any, for Employee and his family in route from Castle Rock, Colorado to Florence, Arizona in the months of June and July, 2013. Mileage costs for moving two personal automobiles shall be reimbursed at the current Internal Revenue Service allowable rate.

All other terms of the Agreement dated January 22, 2013 not amended herein shall remain unchanged.

**IN WITNESS HEREOF**, the parties have entered into this Agreement the day and year mentioned above.

	CHARLES A. MONTOYA
	By: Charles A. Montoya
	TOWN OF FLORENCE, an Arizona municipal corporation
ATTEST:	By: Tom J. Rankin, Mayor
By: Lisa Garcia - Town Clerk	
APPROVED AS TO FORM:	
By: James E. Mannato - Town Attorn	<del></del> nev



## TOWN OF FLORENCE COUNCIL ACTION FORM

#### AGENDA ITEM 13d.

MEETING DATE: June 17, 2013

**DEPARTMENT:** Administration

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

Clerk

**SUBJECT:** FY 2013-2014 Town Attorney Employment

Agreement

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

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

Motion to approve employment contract with Town Attorney James E. Mannato for fiscal 2013 - 2014.

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

Attorney James E. Mannato graduated from California Western School of Law, an ABA accredited law school chartered in 1924, on May 5, 1991, and after passing the California bar exam was admitted to the practice of law December 20, 1991 at San Diego, CA. He has been continuously engaged in the practice of law since that time. He was admitted to the practice of law in the state of Arizona on August 14, 1997 and has practiced law exclusively within the state of Arizona since then. On December 20, 2013 he will have 22 years of experience as an attorney and counselor of law.

Mr. Mannato is entitled to practice in all state courts of Arizona and California, as well as the United States District Court for the District of Arizona and the United States District Court for the District of Southern California. Prior to working for the Town, he served 2 1/2 years as the Pinal County Superior Court – Family Law Commissioner and then became Judge of the Coolidge Municipal Court.

James "Jim" Mannato was engaged by the Town of Florence to act as the Florence Town Attorney in January of 2003, and has provided the Town with all of its legal services since that time. The Town elected to hire Jim as an employee of the Town in 2005, under a contract of employment.

Among other things, as Town Attorney he is required to act as legal advisor to the Florence Town Council; prepare legal opinions in writing when requested; advise all Town departments, boards and commissions on legal matters affecting each department; review all Town contracts; negotiate and draft real estate development agreements; draft all Town transactional legal documents for the purchase, sale and

property; draft indemnification and confidentiality agreements; review public record requests; draft and record liens and other legal instruments for the Finance and Community Development Departments; assist the Finance Department in the collection of unpaid local taxes and utility user fees; represent the Town in all legal proceedings involving the Town which are not transferred to the Town's insurer (AMRRP); review and approve the bi-weekly Council Agenda and Council Packets prior to issuance; and represent the Town in employee disciplinary grievances under the Town's merit system.

In addition, the Town attorney also acts as District Attorney for Florence Community Facilities Districts #1 and #2, where he is required to negotiate and draft agreements for creation of CFD districts; review district taxes and assessments, and ensure the legality of all District operations, including the issuance of general obligation and assessment lien bonds.

The Town Attorney is also Prosecuting Attorney for the Town of Florence. The Florence Town Prosecutor is required to prosecute all misdemeanor and petty offenses occurring within the Town limits. The Prosecutor is required to appear in the Florence Municipal Court each Thursday. Other prosecution duties include charging reviews and the issuance of criminal complaints; providing legal advice to the Florence Police Department and its officers - both as to general matters and case-specific legal issues; provide victim notification under the Arizona Victim's Rights Law; and appear before the court for bench and jury trials when necessary.

#### **ANALYSIS**

The employment contract of the Town Attorney for fiscal 2012 – 2013 provided for a salary of \$104,801.00 plus benefits.

For fiscal 2013 – 2014, the Town Attorney is requesting a contract increase of 5%. This would bring the contract salary to \$110,041.05.

#### RECOMMENDATION

Staff recommends approval of the employment agreement.

#### **ATTACHMENTS:**

Contract for Town Attorney 2013 – 2014

Subject: Town Attorney Employment Contract Meeting Date: June 17, 2013

#### TOWN ATTORNEY EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 1st day of July, 2013 by and between the TOWN OF FLORENCE, an Arizona municipal corporation, hereinafter referred to as "TOWN" or "TOWN COUNCIL" or "COUNCIL", and JAMES E. MANNATO, hereinafter referred to as "EMPLOYEE" or "ATTORNEY", both of whom understand as follows:

#### WITNESSETH:

**WHEREAS**, the Town and Employee entered into that certain Employment Contract for Legal Services (the "Agreement") on July 1, 2012; and

**WHEREAS,** Town and Employee now wish to replace and supersede the Agreement as more fully set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. <u>DUTIES</u>

- A. Council hereby agrees to employ Employee as Town Attorney and Employee agrees to assume the powers and perform the function and duties specified in Florence Town Code Title III, Chapter 31, §31.045 et seq., including but not limited to:
- i. The drafting and/or review and certification of all ordinances and contracts or other legal documents enacted by the Mayor and Council as required by Arizona law and the Florence Town Code.
- ii. Legal advice to the Council, Town Manager and Departments on an as needed basis or as requested by the Council, Town Manager or Department supervisors.
- iii. Prosecution of all criminal complaints filed in Florence Magistrate Court except in the event of a conflict as defined by Rule 42 of the Rules of the Arizona Supreme Court Rules of Professional Conduct.
- iv. Attendance at all regular council meetings, and other meetings as requested by the Council or Manager.
- v. The defense or prosecution of all civil actions involving the Town and its various departments as directed by the Council and Manager, except in the event of a conflict as defined by Rule 42 of the Rules of the Arizona Supreme Court Rules of Professional Conduct.

vi. Such other legal services as required by the Town other than those which the Council and Attorney agree require special expertise and should be referred to another attorney; and

Employee further agrees that he will discharge such responsibilities in a manner which is customary to the profession of attorneys and practice of law. Employee agrees that he will at all times exercise the appropriate degree of professional care in the discharge of his duties, that he will keep the Mayor and Council fully informed as to legal matters which are of concern to the Town or the Council, and will endeavor to effectively advise the Town's departments and employees.

B. Employee will devote his full time, efforts and attention to his employment as Town Attorney. During his employment, the Town Attorney shall not, without the prior consent of the Town Manager, directly or indirectly render services which are similar in nature to the duties to be performed by Town Attorney under this Agreement to or for any other person, firm or entity. The Town Attorney may devote a reasonable amount of time to civic and community activities and to participating in professional organizations related to the profession of attorneys and practice of law.

#### **SECTION 2.** TERM

- A. The term of this Agreement shall be one (1) year, commencing from July 1, 2013. Thirty (30) days prior to the expiration of the Agreement, the Council shall again review the Agreement for renewal of a second term of one (1) year, and shall so review the Agreement for renewal each successive term thereafter.
- B. Nothing in this Agreement, subject to Section 3 below, shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time.
- C. Nothing in this Agreement, subject to Section 3 below, shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position as Town Attorney.

#### SECTION 3. SEPARATION FROM SERVICE

- A. An affirmative vote of at least four (4) members of the Council may suspend the Employee from his duties as Town Attorney with full pay and benefits at any time during the term of this Agreement.
- B. The Council may terminate Employee at any time during the term of this Agreement, without any cause whatsoever, by an affirmative vote of at least four (4) members of the Council.
- C. In the event that Employee is involuntarily terminated by the Council before the expiration of any term of this Agreement, and at such time is willing and able to perform

his duties under this Agreement, then Council shall give Employee thirty (30) days written notice prior to the effective date of termination, subject to subparagraph (D) below. During such thirty (30) day period, Employee shall be responsible for performing all his duties as Town Attorney under this Agreement, if so requested by the Council.

- i. At the end of such thirty (30) day period, Council agrees to pay Employee four (4) months aggregate salary plus emoluments (payment of health insurance, life insurance and retirement benefits), with such payments to be made periodically in the same manner as during the term of this Agreement. The payment of such health insurance, life insurance and retirement benefits shall cease at such time as Employee becomes re-employed. For purposes of this paragraph, "re-employment" is defined as the date as of which Employee has received compensation for legal services which is substantially equivalent to that required under this Agreement.
- ii. If Employee is terminated because of conviction of a felony or misdemeanor offense involving moral turpitude, then in such case, Town shall have no obligation to pay any severance sum(s) to Employee whatsoever.
- D. If Employee voluntarily resigns his position as Town Attorney before the expiration of any term of this Agreement, then Employee shall give the Town thirty (30) days notice in advance of such resignation, unless the Employee and Council otherwise agree. In such case, Employee is not entitled to the payment of any severance sum whatsoever.
- E. As a condition precedent to receiving any severance payment described above, Employee agrees to execute a severance agreement acceptable to both parties, which shall contain at minimum 1) Employee's full release of the Town, Town Council, and all of its agents and employees from any and all claims, including but not limited to demands, damages, causes of action or liability, whether at law or in equity, arising out of Employee's employment or termination by Town, including employment or age discrimination actions, and 2) Employee's agreement not to initiate or cause to be initiated any suit, claim, grievance, proceeding or investigation of any kind, under any contract, Agreement, statute or regulation pertaining to his employment with Town.

#### SECTION 4. <u>SALARY AND COMPENSATION</u>

- A. Town agrees to pay Employee for his services rendered pursuant to this Agreement, an annual salary of \$110,041.05 plus all benefits payable to classified employees of the Town per any Town personnel policies or regulations in force at the time the Agreement is executed.
- B. Any Cost of Living ("COLA") adjustment provided to classified employees shall be equally awarded to Employee.

#### SECTION 5. HOURS OF WORK

A. It is recognized that Employee must devote a certain amount of time outside normal office hours to the business of the Town. Therefore, Town agrees that Employee may be allowed to adjust his hours as deemed appropriate by Employee so long as he is available and the legal affairs of the Town are not harmed.

#### SECTION 6. <u>PROFESSIONAL DEVELOP</u>MENT

A. Town shall compensate Employee for all reasonable travel and business expenditures of Town Attorney in accordance with the general personnel policies of the Town, including but not limited to the payment of professional association dues, membership fees and expenses in civic organizations, subscriptions to professional periodicals and educational materials, and appropriate professional conferences.

#### SECTION 7. <u>VACATION AND SICK LEAVE</u>

- A. Employee shall earn four (4) weeks vacation per year beginning with the date this Agreement is executed. Any such vacation time taken shall be coordinated with the Town's departments and staff to ensure effective management of the Town during the Town Attorney's vacation(s).
- B. Employee shall accrue sick leave in the same manner provided to other Town employees.

#### SECTION 8. <u>INSURANCE AND INDEMNIFICATION</u>

- A. The Town shall maintain a comprehensive general liability, errors and omissions policy which protects the Employee from any and all claims associated with the reasonable performance of the Town Attorney's duties.
- B. The Town shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or other demand or legal action, groundless or otherwise, whether arising at law or in equity, from any alleged act or omission occurring in the performance of Employee's duties as Town Attorney. The Council may compromise and settle any such claim or suit in its sole discretion.

#### **SECTION 9. NOTICES**

A. Any notices required to be given pursuant to this Agreement shall be given by deposit in the custody of the Unites States Postal Service, postage prepaid, or through overnight carrier service, addressed as follows or as such address(es) may be changed from time to time upon notice to the other:

Town: Town of Florence

Town Clerk

775 N. Main Street P.O. Box 2670 Florence, AZ 85132

Employee: James E. Mannato

6773 W. Olberg Rd. Queen Creek, AZ 85142

## SECTION 10. <u>BREACH OF AGREEMENT; ATTORNEY FEES; VENUE</u>

- A. In the event of a breach of this Agreement by either the Town or Employee resulting in damages to either party, that party may recover from the party breaching this Agreement all damages that may be sustained.
- B. In the event it becomes necessary for either party to bring legal action or suit to enforce any provision of this Agreement, the parties agree that the prevailing party shall be entitled to reasonable attorney fees and all costs of suit.
- C. The venue for any suit, claim, arbitration or other legal action pertaining to this Agreement shall be in Pinal County, Arizona.

#### SECTION 11. <u>ENTIRE AGREEMENT</u>

A. This Agreement contains the entire Agreement between Town and Employee. No other promises, representations, warranties or covenants have been relied upon by either Town or Employee in executing this Agreement.

#### SECTION 12. <u>ASSIGNMENT</u>

A. This Agreement is not assignable, either in whole or in part, by either Town or Employee.

#### SECTION 13. INTERESTS OF HEIRS AND EXECUTORS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, if any.

#### SECTION 14. GENERAL PROVISIONS

A. This Agreement shall become effective as of the date of its execution by both the Town and Employee and shall replace and supersede any prior Agreements between the Town and Employee as of the effective date.

B. If any provision or portion thereof of this Agreement is held unenforceable, invalid, unlawful or unconstitutional, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Town of Florence has caused this Agreement to be signed and executed by and on its behalf by its Mayor, and duly attested by its Town Clerk, and Employee has signed and executed this Agreement the day and year first above written.

TOWN OF FLORENCE:	APPROVED AND ACCEPTED AS TO FORM:
Tom J. Rankin, Mayor	James E. Mannato, Town Attorney
ATTEST:	
Lisa Garcia, Town Clerk	_

rental of real property; prepare and record easements and licenses for the use of real property; draft indemnification and confidentiality agreements; review public record requests; draft and record liens and other legal instruments for the Finance and Community Development Departments; assist the Finance Department in the collection of unpaid local taxes and utility user fees; represent the Town in all legal proceedings involving the Town which are not transferred to the Town's insurer (AMRRP); review and approve the bi-weekly Council Agenda and Council Packets prior to issuance; and represent the Town in employee disciplinary grievances under the Town's merit system.

In addition, the Town attorney also acts as District Attorney for Florence Community Facilities Districts #1 and #2, where he is required to negotiate and draft agreements for creation of CFD districts; review district taxes and assessments, and ensure the legality of all District operations, including the issuance of general obligation and assessment lien bonds.

The Town Attorney is also Prosecuting Attorney for the Town of Florence. The Florence Town Prosecutor is required to prosecute all misdemeanor and petty offenses occurring within the Town limits. The Prosecutor is required to appear in the Florence Municipal Court each Thursday. Other prosecution duties include charging reviews and the issuance of criminal complaints; providing legal advice to the Florence Police Department and its officers - both as to general matters and case-specific legal issues; provide victim notification under the Arizona Victim's Rights Law; and appear before the court for bench and jury trials when necessary.

#### <u>ANALYSIS</u>

The employment contract of the Town Attorney for Fiscal Year 2012 – 2013 provided for a salary of \$104,801.00 plus benefits.

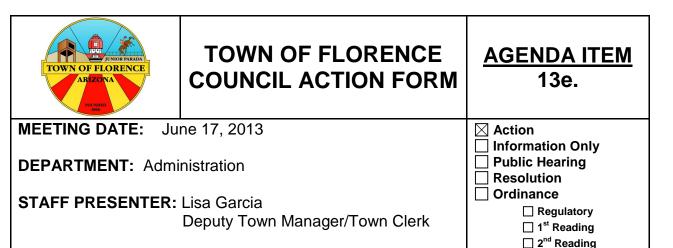
For Fiscal Year 2013 – 2014, the Town Attorney is requesting a contract increase of 5%. This would bring the contract salary to \$110,041.05.

#### **RECOMMENDATION:**

Staff recommends approval of the Town Attorney's employment agreement.

Attachments:

Draft contract for Town Attorney 2013 – 2014



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

Motion to approve the Employment Agreement between the Town of Florence and the Town Magistrate.

Other

Meeting Date: June 17, 2013

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

An executive session was held on June 3, 2013, pursuant to A.R.S. §38-432.03(A)(1) to discuss the employment agreement of the Town Magistrate, Katherine Kaiser. The proposed agreement has the following provisions:

3 year agreement commencing on July 1, 2013

**SUBJECT:** Town Magistrate Employment Agreement

- 30 days notice for termination
- 30 days notice for voluntarily resignation
- Sick and vacation leave accrual and other benefits shall be same as other employees.
- Car allowance

#### FINANCIAL IMPACT:

The Town agrees to compensate the Town Magistrate pursuant to the agreement, annual salary for the following years is as follows:

- 2013/2014 \$68,427.87 (4%)
- 2014/2015 \$70,480.70 (3%)
- 2015/2016 \$72,595.21 (3%)

#### STAFF RECOMMENDATION:

Staff recommends approval of the employment agreement.

#### **ATTACHMENTS:**

**Town Magistrate Employment Agreement** 

Subject: Town Magistrate Employment Agreement Page 1 of 1

#### TOWN MAGISTRATE EMPLOYMENT CONTRACT

This **AGREEMENT** made on the 17th day of June 2013, by and between the **TOWN OF FLORENCE**, an Arizona municipal corporation, hereafter referred to as the "TOWN" or "Employer", and **KATHERINE P. KAISER**, hereinafter referred to as the "MAGISTGRATE" OR "Employee".

#### RECITALS

WHEREAS, the Employer desires to employ a qualified and professional Magistrate; and

WHEREAS, the Employee is qualified through education, training and experience to provide the professional services sought by the Town and is aware that the Code of Judicial conduct, Rule 45, Rules of the Supreme Court, governs the conduct of magistrates as well as Administrative Order No 83-11 of the Supreme Court; and

WHEREAS, the Employer has offered the Employee employment in the capacity of Magistrate for the Town, for such compensation, benefits and under the terms and conditions set forth below, and the Employee is willing to accept employment on such terms and commence her employment with the Town on July 1, 2013 and ending June 30, 2016.

WHEREAS, the Employee understands and agrees that she will accept said employment with the understanding that she will serve as Magistrate and shall perform the duties required of a municipal judge during the term hereinafter provided.

For the reasons set forth above and in consideration of the mutual promises and agreements hereinafter set forth, Employer and Employee agree as follows:

## SECTION ONE EMPLOYMENT AND DUTIES

Employer employs, engages, and hires Employee, as the Town Magistrate for the Town of Florence and Employee accepts and agrees to such hiring and shall perform the duties required of a municipal judge during the term hereinafter provided. In addition, Employee shall continue to perform the duties of the Court Administrator.

## SECTION TWO BEST EFFORTS OF EMPLOYEE

Employee agrees that she will at all times faithfully and to the best of her ability and experience perform all duties that are required of her pursuant to the express and implicit terms of the Agreement, Town Code, Arizona State Law, and the Code of the Judicial Conduct and Orders of the Supreme Court of Arizona. Such duties shall be rendered at Employer's courtroom facilities located at 775 North Main Street, Florence, Arizona or at other facilities furnished by Employer.

## SECTION THREE TERMS OF EMPLOYMENT

The term of the Agreement shall be a period of three (3) years, commencing July 1, 2013 and terminating June 30, 2016.

## SECTION FOUR COMPENSATION AND BENEFITS

- A. For the term of this Contract, the Employee shall be compensated in the amount of: 2013/2014 \$68,427.87 (4%); 2014/2015 \$70,480.70 (3%); 2015/2016 \$72,595.21 (3%). Such compensation shall be in bi-weekly payments and on the same pay schedule as other Town employees.
- B. Employee shall receive all other benefits available to all other Town employees as to vacation, sick leave, holidays, insurances, compensation adjustments (COLA and market) and retirement programs and shall conform to the rules and regulations regarding their accrual and use. Employer shall also pay Employee's dues for membership in the Arizona Magistrates Association and the expenses of registration and attendance of any schooling seminars and conferences for which municipal judges are expected or required to attend.
- C. Employee shall receive a car allowance in the same manner as all executive staff members pursuant to the employee compensation schedule.

## SECTION FIVE TERMINATTION OR SUSPENSION

- A. Anything herein contained to contrary notwithstanding, in the event the Town shall determine that it no longer desires to have a Municipal court system and discontinues operating the Municipal Court, then this Agreement shall terminate upon the date the municipal court is discontinued.
- B. In the event the Employee voluntarily resigns her position with the Town before the expiration of the three (3) year term of the Agreement, then the Employee shall give the Town thirty (30) days notice in advance, unless the parties otherwise agree.
- C. During the term of this Agreement, Employee may be removed for cause after a due process hearing. If the Employee is terminated with cause, which shall include but is not limited to malfeasance or gross malfeasance in the performance of her duties, failure to acquire or maintain Arizona lower court certification, the commission of any illegal act involving personal gain or of a crime against the Town, Employer shall have no obligation to pay or provide severance pay or any other compensation or benefits.

TOWN OF FLORENCE:	EMPLOYEE:
Tom J. Rankin, Mayor	Katherine P. Kaiser
ATTEST:	
Lisa Garcia, Town Clerk	
APPROVED AS TO FORM:	

James E. Mannato, Town Attorney

**IN WITNESS WHEREOF,** the parties have entered this Agreement the day and year mentioned above.



## TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM

MEETING DATE: June 17, 2013

**DEPARTMENT:** Administration

STAFF PRESENTER: Lisa Garcia, Deputy Town

Manager/Town Clerk

**SUBJECT:** Appointment of Judy Hughes to the

Industrial Development Authority Board

☐ Information Only
☐ Public Hearing

Resolution

Ordinance

☐ Regulatory☐ 1<sup>st</sup> Reading

☐ 2<sup>nd</sup> Reading ☐ Other

Meeting Date: June 17, 2013

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

Appointment of Judy Hughes to the Florence Industrial Development Authority Board, with a term to expire December 31, 2013.

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

The Florence Industrial Development Authority (IDA) Board received the application of Judy Hughes to fill the vacant seat left by Damon Anderson. Mrs. Hughes is a Realtor for Award Realty Commercial. With Mrs. Hughes filling this vacant seat, the initial term of her service will last until December 31, 2013.

#### **FINANCIAL IMPACT:**

There is no financial impact to the Town of Florence for this appointment.

#### **STAFF RECOMMENDATION:**

Staff recommends that Council approve the appointment Judy Hughes to the IDA Board. Mrs. Hughes has impeccable business sense, which would be a great asset to the composition of the Board.

#### **ATTACHMENTS:**

Board and Commission Application for Judy Hughes

Subject: Appointment of Judy Hughes to the IDA Board

Page 1 of 1



# **Board and Commission Application**

NAME JUDY H			DATE 4 39 3013
Date Received: April	129,2013	10:49 AM	
Appointed on:	to _		Board/Commission
Term Expires:			

#### **Board and Commission Application**

-	A 1	<del></del>		
Name: JUDY	Hughes	Dat	re: 4 29 2013	
E-Mail Address:	judy hughes @ award vea	Itu.co.	ΥΛ	
Street Address:	1918 U Congressional Ct Lovence, Az 85132	11	iling Address:	
Home Telephone:		Wo	ork Telephone: 500-85	8-5414
Occupation: Com	mercial Real Estate	Best	t Time to Call: 8-4	
Do you own comme	ercial property or operate a busir	ness in Flo	rence? DO	
	me: Award Realty Commen			
Work/Business Add	dress: 2918 N Congressional Floronce, Az 8513	) Ct		
Length of Residence	y in Florence: Came July 16, 2012	Are you	/	
	ve you ever served on a board, o	commissio	n or committee for the Town	of
Florence?    Yes				
If yes, please give	name of board, commission and/o	or commit	tee and dates served:	
BOARD OR COMM	ISSION PREFERENCE(S): Refer to	last page	e for list of boards and com	missions
(Please list <u>no mor</u>	e than two boards, commissions in	order of	preference)	
IDA		2	Redevelopment Comm	VCSSION
it appointed, now n Hours per week? _	nuch time would you be able to d	evote to t per month		
<b>Employment Histo</b> Employment				
Period	Employer's Name and Ac	ldress	Title	(armore)
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				3
Education				
Name of School, Co	llege or University you attended		Degree	Year
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Dosgnation S	charl GRI, CLSS, CLSS	, cus		06
Civic Activities — Ser	vice Organizations			
Board member	- Florence Chamber of Co	mmace	,	
	diage Chamberd Commerce			
	Ice Specialist. (LSS ) Sals Specialist CCSS I Leasin Specialist. CCLS			

commission? <u>FCONOMIC</u> Development thro Common Low Estate	
Small biz Owner (3) in Flyingis	_
What is the most significant contribution you can make as a member of the board or commission for which you are applying? Express in Red Estar business	01
	_
Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions.  10 Assist Florence Economic Duckpy Director Scott boulds	
The same same same same same same same sam	_

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

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

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

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

Applicant's Signature:

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

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132
  - \* Application must be completely filled out in order to be considered \* THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

#### **Industrial Development Authority**

(6 Year Term)

Meets the Third Thursday of the Month at 7:00p.m.

7 members

#### **Barbara Kelly**

P O Box 550 593 W. 11<sup>th</sup> Street Florence, AZ 85132 (520) 868-4291 Home (520)560-5610 Cell aunt.brat@hotmail.com Appointed: 12/17/2007 Expires: 12/31/2013

#### **Vacant**

Appointed:

Expires: 12/31/2013

#### **Gem Gary Cox**

P.O. Box 872 324 N. King Street Florence, AZ 85132 (520) 907-6876 Home gemcox@tep.com Appointed: 1/21/2009

Expires: 12/31/2014

#### Henry Padilla

P.O. Box 262 180 S. San Carlos St. Florence, AZ 85132 (520) 868-4534 Home (520)705-2541 Cell lpadilla@cox.net Appointed: 1/21/2009 Expires: 12/31/2014

#### Peter VillaVerde

P.O. Box 365 220 N. Bush Florence, AZ 85132 (520) 868-4605 Home (520)705-9603 Cell Petervillaverde2qwestoffice.net

Appointed: 1/21/2009 Expires: 12/31/2014

Updated: 4-26-2013

#### Alfred "Fred" Celaya

P O Box 748 515 Willow Street Florence, AZ 85132 (520) 868-4262 Home Appointed: 3/16/2009 Expires: 12/31/2014

#### Ty Schraufnagel

8011 W. Georgetown Way Florence AZ 85132 (480) 440-5641 Home 520-723-9400 Work tschraufnagel@amfam.com Appointed: 3/4/2013

Appointed: 3/4/2013 Expires: 12/31/2013

#### **Staff Liaisons**

Scott Bowles P.O. Box 2670 Florence, AZ 85132 scott.bowles@florenceaz.gov (520) 868-7594

#### Council Liaisons

#### Vice-Mayor Tom Smith

191 N. Bailey P O Box 1810 Florence, AZ 85132 Home: 520-868-4473 Cell: 520-705-1221

#### **Councilmember Bill Hawkins**

130 Campbell Road P O Box 1378 Florence, AZ 85132 Home: 520-868-9647 Cell: 520-705-1601



# TOWN OF FLORENCE COUNCIL ACTION FORM

#### AGENDA ITEM 13g.

Other

Meeting Date: June 17, 2013

MEETING DATE: June 17,2013

DEPARTMENT: Fire

DEPARTMENT: Fire

STAFF PRESENTER: Peter Zick, Fire Chief

SUBJECT: Purchase of equipment for new Ladder Truck

Action

Information Only

Public Hearing

Resolution

Ordinance

Regulatory

1st Reading

2nd Reading

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

Authorization to award the purchase of new fire equipment to LN Curtis in an amount not to exceed \$118,883.03

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

As part of the budget for fiscal year 2012-2013, funds were allocated for the purchase of a new Ladder Truck along with equipment for that Apparatus, attached you will find a detailed list of the equipment to fully outfit the new Ladder Truck. The equipment that is on the existing Ladder Truck that the new one will be replacing will stay on that Truck so it can remain in service as a back-up unit.

#### **FINANCIAL IMPACT:**

We received three bids but only one vendor was able to fill the order. The purchase amount is to be funded by PSMC-23 of the 2012/2013 fiscal year budget.

#### **STAFF RECOMMENDATION:**

The Florence Fire Department recommends the approval to LN Curtis, for the purchase of new equipment to outfit an apparatus that is currently in production in an amount not to exceed \$118,883.03.

#### **ATTACHMENTS:**

Bid Tabulation Sheet and Supporting Documentation

Subject: Equipment for New Ladder

Page 1 of 1

			Town of Flore			
			General Ledger	Account Number		
Verbal (only allowed when \$5,000 of less)			Date Prepared_		5/29/2013	
XXXX Written/Fax (mandatory when over \$5,000; attach bid	s)		Prepared By		Mike Harrison	
Formal Sealed Bid: #	_Title			Opening Da	ateO	pening Time
ltem (include quality, brand, model, color) Equipment for N						
Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 LN Curtis						
Cory McNair	PO#	Order	Included		\$118,883.03	
Phone 602-453-3911			1			
Fax 602-453-3910						
2 Municiple Emergency Products						
Don Constantino	PO#	Order	Not Included		\$14,427.23	
Phone 480-967-6100						
Fax						
3 United Fire						
Dave Crowley	PO#	Order	included		\$46,781.50	
Phone 520-622-3639						
Fax 520-882-3991						
Attach additional page(s), if necessary						
Vendor Selected LN Curtis			Address			
Justification (if not lowest price) LN Curtis was the only vendo	r to price all items o	on our list.				
/)/) \		<del></del>				,
Department Head Approval					Date <u>5/3,7</u>	1/3
Finance Director Approval	$\bigcirc$ -				Date 6/6	112
Fown Manager Approval	1)2				Date	(0)13
5/29/2013+1^\		*If over \$25,000, i	must go to Town Co	ouncil for approval.		

Attach this approved for to purchase request with written quotes, if applicable.

	Α	В	С	D	Е
	L.N.Curtis & sons	4647 S. 33rd Street	877.453.3911		
1	TOOLS FOR HEROES® since 1929	Phoenix, AZ 85040	www.LNCURTIS.com		
1					
2	Equipment Type	Manufacturer	Quantity	Price	
3					
4					
5					
6					
	Traffic Vest Mesh L/Y MED - 2X Public Safety Vest	Lakeland VAMOSP2GBVLR	6	\$38.45	\$230.70
	SCBA Pack lights w/ AC & DC Charger	Streamlight Survivor LED 90503	4	\$103.50	\$414.00
	Personal TIC'S with Powerhouse charger	Bullard Eclipse LD ECLLDBUNDLE	4	\$7,780.00	\$31,120.00
	Upgrade of Personal TIC's to 320x240 resolution	Bullard ECL320	4	, , , , , , , , , ,	\$5,340.00
	Upgrade of Personal TIC's bar temperature display	Bullard ECLTEMP	4	7.00.20	\$436.80
		Bullard ECLSRH	4	\$400.40	\$1,601.60
	Upgrade of Personal TIC's to have thermal throttle	Bullard ECLETT	4	7.,020.00	\$4,100.00
	Gas Meter BW Gas Alert Max XT2 confined space kit	XT-XWHM-Y-NA-CS	1	\$1,025.50	\$1,025.50
	Bee Hoods	Dadant V01093FD	4	7-011-0	\$83.00
		HSP HS18	5	\$9.03	\$45.15
		Amerex 322	1	\$109.00	\$109.00
		Amerex 240	1	\$77.80	\$77.80
		10301 Justrite	2	\$44.93	\$89.86
		Igloo	1	\$55.00	\$55.00
		Rubbermaid 325-FG2A15-02-MODBL	1	\$29.95	\$29.95
		Harris BT273X1000	1	\$13.75	\$13.75
		5 Gallon Bucket with screw top lid	1	\$25.00	\$25.00
		Ames 1328400	1	\$50.50	\$50.50
		Ames BMTLR	1	\$13.88	\$13.88
		Ames BMTLS	1	\$14.18	\$14.18
		Magnolia Brush	1	\$14.00	\$14.00
		Stihl MS460RESCUE20	4	+ .,	\$4,505.44
		Stihl TS70014	3	\$1,170.36	\$3,511.08
		Stihl 3003 000 9421	2	\$46.63	\$93.26
		Stihl 3944 005 0072	4	\$221.75	\$887.00
		Stihl 0835 090 2016	5	\$228.79	\$1,143.95
		Stihl 7010 871 0211	1	\$16.50	\$16.50
34	Funnel Large Plastic 6 QT	570-75-072 NASCO	1	\$7.50	\$7.50

	A	В	С	D	E
35	Funnel Small Plastic 8oz	570-75-060 NASCO	1	\$1.00	\$1.00
36	Dewalt 36volt Sawzall (Cordless)	Dewalt 115DC305K NASCO	1	\$496.15	\$496.15
37	Dewalt 18volt Drill (Cordless)	Dewalt 115DC520KA NASCO	1	\$295.10	\$295.10
38	Dewalt Sawzall with Cord	Dewalt 115DW304PK NASCO	1	\$113.60	\$113.60
39	Dewalt 36volt Battery Charger	Dewalt 115DC9000 NASCO	1	\$101.90	\$101.90
40	Dewalt 18volt Battery Charger	Dewalt 115DC9310 NASCO	1	\$77.65	\$77.65
41	Dewalt 36volt Extra Battery	Dewalt 115DC9360 NASCO	1	\$189.50	\$189.50
42	Dewalt 18volt Extra Battery	Dewalt 115DC9096-2 NASCO	1	\$155.00	\$155.00
43	Bottle Jacks (5 Ton)	JHJ5 Jet	2	\$79.50	\$159.00
44	High Lift Jack, 48" Red	Bloomfield	1	\$82.50	\$82.50
45	Ajax 811-RKM tool kit	Ajax	1	\$1,660.50	\$1,660.50
46	Paratech SCBA Regulator 300psi-6000psi	22895400 Paratech	1	\$468.35	\$468.35
47	Extrication Glasmaster w/ window punch & repl blades	GMM2 WEHR	1	\$152.60	\$152.60
48	Black step chock	SC1 Turtle Plastics	3	\$99.75	\$299.25
49	Black Crib Kit A Assortment	Turtle Plastics	1	\$1,148.41	\$1,148.41
50	Ladder Belts w/ hook & ladder escape	Gemtor 531	2	\$152.50	\$305.00
51	Tool Box with Handtools(components, sheet 2)	Grainger	1	\$495.00	\$495.00
52	Landing Zone Scene Strobe light kit	Lightman 65000	4	\$201.50	\$806.00
	Salvage Covers Large 10oz vinyl nylon 14'x18'	Gosport 10VSC	2	\$127.60	\$255.20
54	Salvave Cover "Runners" 10oz vinyl 36" x 18'	Gosport 10VHR	2	\$27.35	\$54.70
55	18" Special Ops Fan	Tempest 700-451	2	\$1,980.00	\$3,960.00
56	Portable Scene Lights Spectra LED	Fire Research Corp SPA700-K20	4	\$1,374.75	\$5,499.00
	Squeeges 36"	Rowco 036	2	\$54.50	\$109.00
58	Sledge Hammer 8lbs w/ 32" Handle	Nupla 27080	2	\$37.80	\$75.60
59	Pick head Axe 32" Handle	Nupla 31760	2	\$40.40	\$80.80
60	Flat head Axe 28" Handle	Nupla 33063	. 4	\$35.30	\$141.20
61	Bolt Cutters Small 18"	Cooper Tools 0090MC	1	\$66.50	\$66.50
62	Bolt Cutters Large 36"	Cooper Tools 0390MC	1	\$112.95	\$112.95
	Rubber Mallet 2lb	Nupla RM2 13120	1	\$17.75	\$17.75
64	Halligan Tool Large 36"	Paratech 22000601	1	\$186.15	\$186.15
	36" Pike Pole with D-Handle	Nupla 36103	1	\$40.30	\$40.30
66	Ceiling Hook 6ft with D-Handle	Nupla 35256	2	\$78.22	\$156.44
67	Rubbish Hook 8ft with Alum D-Handle (Thick forks)	Nupla 36564	2	\$91.00	\$182.00
68	Rubbish Hook 6ft with Alum D-Handle (Thick forks)	Nupla 36561	1	\$84.75	\$84.75
69	Pike Pole 6ft, with butt grip	Nupla 36206	1	\$39.50	\$39.50
70	Pike Pole 8ft, with butt grip	Nupla 36208	1	\$45.50	\$45.50
	Pike Pole 12ft, with butt grip	Nupla 36212	1	\$59.00	\$59.00
72	A-Frame Ladder 3 - 4 Foot	Louisville	1	\$150.00	\$150.00
73	Dewalt Drill tip box with Bits	Dewalt 115-DD5060	1	\$42.00	\$42.00

	A	В	С	D	Е
74	Piercing Nozel	TFT SPN	1	\$581.43	\$581.43
	Shutoff w/ Pistol Grip for above piercing nozzle	TFT F100FP	1	\$237.25	\$237.25
	5" Wye 5" Storz X 2 (2.5"NH)	TFT AY8STNJ	1	\$1,219.67	\$1,219.67
77	5" Supply 100ft (Hose Bed)	Snap Tite - HFX	10	\$591.50	\$5,915.00
78	Hose 1.75" 50ft	Snap Tite - Ponn Conquest	11	\$231.25	\$2,543.75
79	Hose 2.5" 50ft	Snap Tite - 8DDS	4	\$156.10	\$624.40
80	1.5" Automatic Handline Nozzle, Low Pressure 75PSI	TFT HLVPGI	2	\$801.97	\$1,603.94
81	2.5" Automatic Handline Nozzle, 75PSI	TFT HL2VPGI	2	\$801.97	\$1,603.94
	Elevator Keys	Fire Hooks Unlimited EKS12	1	\$170.75	\$170.75
83	Supply hose spanner wrenches	TFT A3810	4	\$100.25	\$401.00
	Hydrant wrenches without spanner top	TFT A3845	4	\$145.93	\$583.72
	Handline spanner wrenches	TFT A3813	5	\$19.89	\$99.45
	Intake caps 5" STZ	TFT A01ST	6	\$63.49	\$380.94
	2.5" Double Male Adapter	Redhead Brass #36	2	\$12.95	\$25.90
88	2.5" Double Female Adapter	Redhead Brass #35	2	\$23.25	\$46.50
	1.5" Double Male Adapter	Redhead Brass #36	2	\$8.85	\$17.70
90	1.5" Double Female Adapter	Redhead Brass #35	2	\$14.60	\$29.20
91	4" Storz Rigid to 5" Storz Rigid Adapter	TFT AA4STSP	2	\$126.03	\$252.06
	5" STZ X 6" NHF Ball Intake Valve	TFT AB3STNX	2	\$1,303.21	\$2,606.42
	2.5 NHF X 1.5" NHM reducing adapter	Redhead Brass #37	2	\$13.80	\$27.60
	Convert TFT 4" coupling to 5" coupling	A41151 TFT	1	\$185.00	\$185.00
	Hurricane RC monitor w/ 3" NPTF	XFIHE61A TFT	1	\$4,958.20	\$4,958.20
$\overline{}$	2.5"NH Master Stream Elec remote nozzle	MERP1250SNJ	1	\$1,202.96	\$1,202.96
97	Wireless Remote for Hurricane Monitor	YERF900 TFT	1	\$1,399.56	\$1,399.56
	18" RC3 Tele Riser 3NPTXRLM	XGA38PLRL TFT	1	\$2,663.15	\$2,663.15
	Bracket for Etenda-A-Gun	XGB13	1	\$102.81	\$102.81
	Blitzfire portable Monitor w/ Max Series tip and bracket	XXC-32 TFT	1	\$2,539.59	\$2,539.59
	HANDLINE W/GRIP LOW PRESSURE VERSION	HLVPGI TFT	3	\$801.97	\$2,405.91
	HANDLINE TIP LOW PRESSURE VERSION	HLTO TFT	1	\$584.77	\$584.77
	DETENT VALVE W/GRIP 1.5" NH x 1.5" NH	HVOI TFT	1	\$267.32	\$267.32
	ADAPTER 2.5" NH F X 1.5" NH M	HA TFT	1	\$68.50	\$68.50
105					
106					\$108,767.64
	Prices include transportation costs			9.3% Tax	\$10,115.39
108				Total	\$118,883.03



**United Fire Equipment Company** 

335 N. Fourth Avenue Tucson, Arizona 85705 Phone: (520) 622-3639 Fax: (520) 882-3991 (800) 362-0150 (800) 882-3991

www.unitedfire.net ROC076292 ROC073858

Sold To: Florence Fire Department

Mike Harrison 72 E. 1st St. Florence, AZ 85232

Account

Pinal

Phone: Fax:

(520)868-7609 (520)868-7517 Ship To: Florence Fire Department

> Mike Harrison 72 E. 1st St.

Florence, AZ 85232

Pinal

Rep

5/29/2013 Date:

Ship Via

Quote Number: UNIQ14821

P.O. Number

QUOTE

	QUUIL	FLO025	NET 30	Dave C		
Qty	Item Number	Description			Unit Price	Ext. Price
6		Lakeland Vest - NO BID	)		\$0.00	\$0.00
4	STR90503	Streamlight Survivor LE 120V AC & 12V DC cor		ler and	\$117.56	\$470.24
4		Bullard TIC - NO BID			\$0.00	\$0.00
4		Bullard TIC upgrade - 1	NO BID		\$0.00	\$0.00
4		Bullard TIC upgrade - N	NO BID		\$0.00	\$0.00
4		Bullard TIC upgrade - 1	NO BID		\$0.00	\$0.00
4		Bullard TIC upgrade - N	NO BID		\$0.00	\$0.00
1		Gas Meter - NO BID			\$0.00	\$0.00
4		Bee Hood - NO BID			\$0.00	\$0.00
5		Traffic Cone - NO BID			\$0.00	\$0.00
1	AMX322	Amerex 5lb CO2 Exting	uisher		\$122.50	\$122.50
1	AMX240	Amerex PW Can			\$89.32	\$89.32
2		Justrite Can - NO BID			\$0.00	\$0.00
1		Igloo Jug - NO BID			\$0.00	\$0.00
1		Rubbermaid Chest - NO	O BID		\$0.00	\$0.00
1		Harris Tape - NO BID			\$0.00	\$0.00

FOB

**Terms** 

Qty	Item Number	Description	Unit Price	Ext. Price
1		Amerizorb - NO BID	\$0.00	\$0.00
1		Ames Shovel - NO BID	\$0.00	\$0.00
1		Ames Shovel - NO BID	\$0.00	\$0.00
1		Ames Shovel - NO BID	\$0.00	\$0.00
1		Magnolia Broom - NO BID	\$0.00	\$0.00
4		Stihl Rescue Saw - NO BID	\$0.00	\$0.00
3		Stihl Cutoff Saw - NO BID	\$0.00	\$0.00
2		Stihl Bar - NO BID	\$0.00	\$0.00
4		Stihl Chain - NO BID	\$0.00	\$0.00
5		Stihl Blade - NO BID	\$0.00	\$0.00
1		Stihl Oil - NO BID	\$0.00	\$0.00
1		Large Funnel - NO BID	\$0.00	\$0.00
1		Small Funnel - NO BID	\$0.00	\$0.00
1		Dewalt Sawzall - NO BID	\$0.00	\$0.00
1		Dewalt Drill - NO BID	\$0.00	\$0.00
1		Dewalt Sawzall - NO BID	\$0.00	\$0.00
1		Dewalt Charger - NO BID	\$0.00	\$0.00
1		Dewalt Charger - NO BID	\$0.00	\$0.00
1		Dewalt Charger - NO BID	\$0.00	\$0.00
1 -		Dewalt Charger - NO BID	\$0.00	\$0.00
2		Bottle Jack - NO BID	\$0.00	\$0.00
1		Bloomfield Jack - NO BID	\$0.00	\$0.00
1	AJX811RKM	Ajax Master 811 Kit	\$1,750.50	\$1,750.50
1		Paratech Regulator - NO BID	\$0.00	\$0.00
1		Glas Master - NO BID	\$0.00	\$0.00
3	TURSC-1	Turtle Black Step Chock	\$99.78	\$299.34
1	TURCRIBKITA	Turtle Crib Kit A, no bags or totes included	\$918.76	\$918.76
2	GEM531	Gemtor Ladder Belts	\$177.80	\$355.60
1		Grainger Tool Box - NO BID	\$0.00	\$0.00
4		Lightman Landing Zone Kit - NO BID	\$0.00	\$0.00
2	_	Gosport Salvage Cover - NO BID	\$0.00	\$0.00

Qty	Item Number	Description	Unit Price	Ext. Price
2		Gosport Salvage Cover - NO BID	\$0.00	\$0.00
2		Tempest Fan - NO BID	\$0.00	\$0.00
4	FIRSPA700-K20	Fire Research Portable Light	\$1,453.57	\$5,814.28
2		Rowco Squeege - NO BID	\$0.00	\$0.00
2	NUP27080	Nupla 8lb Sledge Hammer	\$44.24	\$88.48
2	NUP31760	Nupla 32" Pickhead Axe	\$49.70	\$99.40
4	NUP33063	Nupla 28" Flathead Axe	\$43.38	\$173.52
1		Cooper Bolt Cutters - NO BID	\$0.00	\$0.00
1		Cooper Bolt Cutters - NO BID	\$0.00	\$0.00
1	NUP13120	Nupla 2lb Mallet	\$21.74	\$21.74
1		Paratech Halligan - NO BID	\$0.00	\$0.00
1	NUP36103	Nupla 3' Pike Pole with D	\$43.52	\$43.52
2	NUP35256	Nupla 6' Ceiling Hook with D	\$86.59	\$173.18
2	NUP36564	Nupla 8' Rubbish Hook with aluminum D	\$100.48	\$200.96
1	NUP36561	Nupla 6' Rubbish Hook with aluminum D	\$93.78	\$93.78
1	NUP36206	Nupla 6' Pike Pole	\$43.52	\$43.52
1	NUP36208	Nupla 8' Pike Pole	\$50.23	\$50.23
1	NUP36212	Nupla 12' Pike Pole	\$63.63	\$63.63
1		Louisville A Frame Ladder - NO BID	\$0.00	\$0.00
1		Dewalt Drill Tips - NO BID	\$0.00	\$0.00
1	TFTSP-N	TFT Piercing Nozzle	\$809.78	\$809.78
1	TFTF100FP	TFT Shutoff	\$329.22	\$329.22
1	TFTAY8ST-NJ	TFT Gated Wye, 5" storz x (2) 2.5 NH	\$1,663.80	\$1,663.80
10		Snap Tite Hose - NO BID	\$0.00	\$0.00
11		Snap Tite Hose - NO BID	\$0.00	\$0.00
4		Snap Tite Hose - NO BID	\$0.00	\$0.00
2	TFTHL-VPGI	TFT 1.5" Automatic Nozzle, low pressure	\$1,106.25	\$2,212.50
2	TFTHL-2VPGI	TFT 2.5" Automatic Nozzle, low pressure	\$1,106.25	\$2,212.50
1	FHUEKS12	Fire Hooks Elevator Keys	\$175.00	\$175.00
4	TFTA3810	TFT Wrench Set	\$137.18	\$548.72
4	TFTA3845		\$194.70	\$778.80

Qty	Item Number	Description	Unit Price	Ext. Price
		TFT Wrench Set		
5	TFTA3813	TFT Spanner Wrench	\$26.55	\$132.75
6	TFTA01St	TFT 5" Storz Cap	\$75.23	\$451.38
2		Redhead Brass Adapter - NO BID	\$0.00	\$0.00
2		Redhead Brass Adapter - NO BID	\$0.00	\$0.00
2		Redhead Brass Adapter - NO BID	\$0.00	\$0.00
2		Redhead Brass Adapter - NO BID	\$0.00	\$0.00
2	TFTAA4ST-SP	TFT 5" x 4" Storz Adapter	\$168.15	\$336.30
2		TFT Ball Intake - NO BID	\$0.00	\$0.00
2		Redhead Brass Adapter - NO BID	\$0.00	\$0.00
1		TFT Conversion - NO BID	\$0.00	\$0.00
1	TFTXFIH-E61A	TFT Hurrican RC Monitor, 3"	\$6,615.38	\$6,615.38
1	TFTM-ERP1250SNJ	TFT 2.5" NH Master Stream electric Nozzle	\$1,641.68	\$1,641.68
1		TFT remote - NO BID	\$0.00	\$0.00
1	TFTXGA38PL-RL	TFT Extend-A-Gun RC3 18" - NPT X RLM	\$3,553.28	\$3,553.28
1	TFTXGB-13	TFT Bracket	\$137.18	\$137.18
1	TFTXXC-32	TFT Blitzfire Monitor with tip and bracket	\$3,531.15	\$3,531.15
3	TFTHL-VPGI	TFT Handline Nozzle with grip, low pressure	\$1,106.25	\$3,318.75
1	TFTHL-TO	TFT Handline Tip, low pressure	\$814.20	\$814.20
1	TFTH-VOI	TFT Detent Valve with grip, 1.5" NH	\$371.70	\$371.70
1	TFTH-A	TFT Adapter, 2.5" F x 1.5" M, NH	\$81.42	\$81.42
By signing ems, qua 50% de	g the quote and/or issuing a antities, descriptions and pr posit may be required on s	pecial orders. All returns or cancellations	SubTotal Sales Tax Shipping	\$40,587.99 \$3,693.51 \$2,500.00
e subjec	ct to United Fire Equipment	Company's return policy.	Total	\$46,781.50

This Quote Was Prepared For You By

Dave Crowley

Quote Firm Until

Friday, June 28, 2013

Accepted: X\_

Please Fax To: (520) 882-3991 or (800) 882-3991

$\vdash$	A	В	C	D	E
				2ach	TOTAL
1	Equipment Type	Manufacturer	Oughtitus		10131
2		Managara	Quantity	Price	h
3				1	4
4				П	
5				П	
	Traffic Vest Mesh L/Y MED - 2X Public Safety Vest				1
7	SCBA Pack lights w/ AC & DC Charger	Lakeland VAMOSP2GBVLR	6	37,5000	225
8	Personal TIC'S with Powerhouse charger	Streamlight Survivor LED 90503	4	99.85:a	399,40
g	Upgrade of Personal TiC's to 320x240 resolution	Bullard Eclipse LD ECLLDBUNDLE	4	NB	NB
10	Upgrade of Personal TIC's bar temperature display	Bullard ECL320	4	บบ	NB
11	Upgrade of Personal TIC's Super Red Hot colorization	Bullard ECLTEMP	4	NB	פוע
12	Upgrade of Personal TIC's to have thermal throttle	Bullard ECLERH	4	ุ่ม <sub>ย</sub> ์	NB
13	Gas Meter BW Gas Alert Max XT2 confined space kit	Bullard SCLETT	4	NB	NB
14	Bee Hoods	XT-XWHM-Y-NA-CS	1	NB	u ß
	Traffic Cones (NFPA Standards) 18"	Dadant V01093FD	4		NB
16	CO2 Extinguisher 5#	HSP HS18	5		NP
17	Amerex Extinguisher (Water)	Amerex 322	1	14.05	119.05
10	Gas Can 1 gallon Type 1	Amerex 240	1	80.59	80.59
10	Water Jug 3 Gallon Beverage Cooler	10301 Justrite	2	4082	97.84
20	Ice Chest 2 Handle 48 QT	Igloo	1	- NB	NB
		Rubbermald 325-FG2A15-02-MODBL	1	- 28	NB
<del>2</del>	"Fire Line Do Not Cross" Tape Roll 1000ft Amerizorb Bucket	Harris BT273X1000	1	7 N B	
		5 Gailon Bucket with screw top lid	1	NB	NB
	Scoop Shovel	Ames 1328400	1	NB	ND
	Round Nose Shovel	Ames BMTLR	1		NB
	Square Nose Shovel	Ames BMTLS	1	WB	NB
201	Push Broom 24"	Magnolia Brush	1	NB	NB
4	Stihl 460RESCUE20 20" Rescue Chainsaw	Stihi MS460RESCUE20	4	NB	واند
Š	Stihl TS700 Cut Off Saw	Stihi TS70014	3	1 NB 1 NB	NB
٦	Extra Stihl Chain Saw Bar	Stihl 3003 000 9421	2	-29 28	มอ
V L	Extra Stihi Chainsaw Chains	Stihl 3944 005 0072	4		NB
	Extra Stihl Cut off Saw Blade (Dlamond)	Stihi 0835 090 2016	5	NB	NB
<u>چاځ</u>	Stihl Chainsaw Bar oli 1 Gallon	Stihl 7010 871 0211	- 0	_ND	NB
3 1	unnel Large Plastic 6 QT	570-75-072 NASCO	- 1		416
4 F	runnel Small Plastic 8oz	570-75-060 NASCO		NB	70 70 70 80 80
<u> </u>	Dewalt 36voit Sawzall (Cordless)	Dewalt 115DC305K NASCO		NB	มิช
6 E	Dewait 18Voit Drill (Cordless)	Dewalt 115DC520KA NASCO		קות	No
7 [	Dewalt Sawzali with Cord	Dewalt 115DW304PK NASCO	1	אנע אין	NB

EACH

				12Ach	
	A	В	С	D	E
	Dewalt 36volt Battery Charger	Dewalt 115DC9000 NASCO	1	JNB	NB
	Dewalt 18veit Battery Charger	Dewalt 115DC9310 NASCO	1	DB	NB
	Dewalt 36volt Extra Battery	Dewalt 115DC9360 NASCO	1	ไฟอ้	NB
	Dewalt 18volt Extra Battery	Dewalt 115DC9096-2 NASCO	1	しんろ	NB
	Bottle Jacks (5 Ton)	JHJ5 Jet	2	INB	NB
	High Lift Jack, 48" Red	Bloomfield	1	NB	NB
	Ajax 811-RKM tool kit	Ajax	1	NB	NB
	Paratech SCBA Regulator 300psi-6000psi	22895400 Paratech	1		491,96
	Extrication Glasmaster w/ window punch & repl blades	GMM2 WEHR	1	137.50	137.50
	Black step chock	SC1 Turtle Plastics	3	93.90	281.70
	Black Crib Kit A Assortment w/cT+cB	Turtle Plastics	1	4086.43	1.086.43
	Ladder Belts w/ hook & ladder escape	Gemtor 531	2	138.96	277.92
	Tool Box with Handtools(components, sheet 2)	Grainger	1	NB	NB
	Landing Zone Scene Strobe light kit	Lightman 65000	4	196,36	185.44
	Salvage Covers Large 10oz vinyl nylon 14'x18'	Gosport 10VSC	2	NB	NB
53	Salvave Cover "Runners" 10oz vinyi 36" x 18'	Gosport 10VHR	2	NA	388 2,36
54	18" Special Ops Fan	Tempest 700-451	2	1941.18	
55	Portable Scene Lights Spectra LED	Fire Research Corp SPA700-K20	4	1374,75	2.
56	Squeeges 36"	Rowco 036	2	<sup>7</sup> ル <i>1</i> 3	NB
57	Sledge Hammer 8lbs w/ 32" Handle	Nupla 27080	2	35.10	70,20
58	Pick head Axe 32" Handle	Nupla 31760	2	39.44	78,88
59	Flat head Axe 28" Handle	Nupla 33063		134,60	138,40
60	Bolt Cutters Small 18"	Cooper Tools 0090MC		NB	NB
61	Bolt Cutters Large 36"	Cooper Tools 0390MC		NB	NB
62	Rubber Mailet 2lb	Nupla RM2 13120		17,25	17:35
63	Halligan Tool Large 36"	Paratech 22000601		NB	NB
64	36" Pike Pole with D-Handle	Nupla 36103	1	38.84	38.84
65	Ceiling Hook 6ft with D-Handle	Nupla 35256	2	76.36	152172
66	Rubbish Hook 8ft with Alum D-Handle (Thick forks)	Nupla 36564	2	88.11	177,22
67	Rubbish Hook 6ft with Alum D-Handle (Thick forks)	Nupla 36561	1	83.69	83.69
68	Pike Pole 6ft, with butt grip	Nupla 36206	1	38.04	3884
	Pike Pole 8ft, with butt grip	Nupla 36208		44.29	44.29
70	Pike Pole 12ft, with butt grip	Nupla 36212	1	56110	56.10
	A-Frame Ladder 3 - 4 Foot	Louisville	11	NB	NB
72	Dewalt Drill tip box with Bits	Dewalt 115-DD5060	1	NB	NA
73	Piercing Nozei	TFT SPN		UB	NB
74	Shutoff w/ Pistol Grip for above piercing nozzle	TFT F100FP		NB	NA
	5" Wye 5" Storz X 2 (2.5"NH)	TFT-AY8STNJ		'µB	
	5" Supply 100ft (Hose Bed)	Snap Tite - HFX	10	NB	NB
				1	1

	В	C	D	E
	Snap Tite - Ponn Conquest	11	JUB	NB
	Snap Tite - 8DDS	4		NB
zle, Low Pressure 75PSI	TFT HLVPGI	2	NB NB	NB
uzzle, 75PSI	TFT HL2VPGI	2	_ uB	NB
	Fire Hooks Unlimited EK\$12	1	104.66	166.66
inches	TFT A3810	4	]NB	NB
out spanner top	TFT A3845	4	NB	NB
ıches	TFT A3813	5	_ NB	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	TFT A01ST	6	_ NB	128
Japter	Redhead Brass #36	2	NB	NB
/e Adapter	Redhead Brass #35	2	_, NB	
Adapter	Redhead Brass #36	2	ور ٦	NB
nale Adapter	Redhead Brass #35	2	NB	NB
90  4	TFT AA4STSP	2	NB	NB
91 5" STZ へ、 /HF Ball Intake Valve	TFT AB3STNX	2	NB	NB
92 2.5 NHF X 1.5" NHM reducing adapter	Redhead Brass #37	2	NB	NB
93 Convert TFT 4" coupling to 5" coupling	A41151 TFT	1	NB	NB
94 Hurricane RC monitor w/ 3" NPTF	XFIHE61A TFT	1	IND	NB
95 2.5"NH Master Stream Elec remote nozzle	MERP1250SNJ	1	_ NB	NB
96 Wireless Remote for Hurricane Monitor	YERF900 TFT	1	_	NB
97 18" RC3 Tele Riser 3NPTXRLM	XGA38PLRL TFT	1	_ NB	NB
98 Bracket for Etenda-A-Gun	XGB13	1	NB	NB
99 Blitzfire portable Monitor w/ Max Series tip and bracket	XXC-32 TFT	1	] PB	NB
100 HANDLINE W/GRIP LOW PRESSURE VERSION	HLVPGI TFT	3	NB	NB
01 HANDLINE TIP LOW PRESSURE VERSION	HLTO TFT	1	NG NB	NB
02 DETENT VALVE W/GRIP 1.5" NH x 1.5" NH	HVOI TFT	1	NB	NB
103 ADAPTER 2.5" NH F X 1.5" NH M	HA TFT	1	NB	NB
04				1
105			ī	

14,427.23



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM

Meeting Date: June 17, 2013

IOCNOID INC	
MEETING DATE: June 17, 2013	<ul><li>☑ Action</li><li>☐ Information Only</li></ul>
DEPARTMENT: Fire	☐ Public Hearing ☐ Resolution
STAFF PRESENTER: Peter Zick, Fire Chief	<ul> <li>☐ Ordinance</li> <li>☐ Regulatory</li> <li>☐ 1<sup>st</sup> Reading</li> </ul>
SUBJECT: Purchase of extrication equipment for new Ladder	☐ 2 <sup>nd</sup> Reading ☐ Other

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

Authorization to award bid for the purchase of extrication equipment to Municipal Emergency Services Inc. in an amount not to exceed \$100,245.00

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

As part of the budget for fiscal year 2012-2013, funds were allocated for the purchase of a new Ladder Truck along with equipment for that Apparatus, attached you will find a detailed list of the Extrication equipment to fully outfit the new Ladder Truck. The equipment that is on the existing Ladder Truck that the new one will be replacing will stay on that Truck so it can remain in service as a back-up unit.

#### FINANCIAL IMPACT:

Municipal Emergency Services Inc. Is the sole source vender for this equipment. The purchase amount is to be funded by PSMC-23 of the 2012/2013 fiscal year budget.

#### **STAFF RECOMMENDATION:**

The Florence Fire Department recommends the approval to Municipal Emergency Services Inc. for the purchase of Extrication equipment to outfit a Ladder truck that is currently in production. The amount is not to exceed \$100,245.00.

#### **ATTACHMENTS:**

Sole Source/Emergency Purchase Justification Form Order Confirmation

## Town of Florence Sole Source/Emergency Purchase Justification Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form for approval before procuring materials or services. In cases of emergency, post submittal is required. Vendor Name: Municiple Emergency Services Date 29-May-13 Commodity (general description) Extrication and Stabilization Equipment Dollar Amount \$100,245.00 (If over \$25,000, must go to Town Council for approval) Account Number Sole Source Check all entries that apply: Purchase Request is made to the original manufacturer or provider; There are no regional distributors. (Item \* must also be checked.) XXXXX Purchase Request is made to the only area distributor of the original manufacturer or provider. (Item \* must also be checked.) This is the only known item that will meet the specialized needs of the department or perform the intended functions. Parts/equipment are not interchangeable with similar parts of another manufacturer. XXXXX Parts/equipment are required from this vendor to provide standardization. The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures. None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum Emergency Check all entries that apply. At least two of the following conditions must be met: Human life is in danger A natural disaster or act of God requires immediate action. An unanticipated circumstance poses a threat to city property. A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken. Justification: On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated aboye. Signature of Department Director Date Review by Finance Director Date Approved by Town Manager Date

MES - Arizona 2330 West University Drive Unit #10 Tempe, AZ 85281 Telephone ....: 480-967-6100 Fax ....: 480-967-6101



Ship To: FLORENCE FIRE DEPARTMENT 72 E. FIRST STREET M/F PO# FLORENCE, AZ 85232

Contact: Phone:

Bill To: FLORENCE, TOWN OF PO BOX 2670 ATTN: ACCTS PAYABLE FLORENCE, AZ 85232

## **Order Confirmation**

 Number
 SO\_358906-5

 Date
 5/17/2013

 Page
 1 of 2

 Sales order
 SO\_358906

 Requisition
 Michael Harrison

 Your ref.

Our ref....: sriccelli
Payment...: Net 30
Sales Rep...: dcon

Terms of delivery ...... FIXED Freight - applied manually

Ship complete ..... No

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
ART.593.508.1E	Mach III Outlaw Electric W/OSC			1.00	EA	7,495.00	7,495.00
ART.105.632.2	SPS 360 14c eFORCE VARIO w/1 Battery			1.00	EA	9,795.00	9,795.00
ART.105.378.5	28VDC Battery Extra Battery for 14C Vario Combi Tool			2.00	EA	395.00	790.00
ART.MBGEN.V	Genesis Vario Mounting Bracket			1.00	EA	235.00	235.00
ART.593.363.3	S49-XL SPREADER Hose Color: RED			1.00	EA	6,545.00	6,545.00
ART.MBGEN.S	S49XL Spreader Bracket			1.00	EA	235.00	235.00
ART.OSC.R	Genesis OSC Couplers, Red hose for S49 Spreader			1.00	EA	285.00	285.00
ART.105.048.4	C365 CUTTER Hose Color: YELLOW			1.00	EA	7,445.00	7,445.00
ART.OSC.Y	Genesis OSC Couplers, Yellow Hose for C365 Cutter			1.00	EA	285.00	285.00
ART.MBGEN.ALL9	ALL 9/C365 Mounting Brackets			1.00	EA	235.00	235.00
ART.593.413.3	19-51 3 Stage Telescopic Ram Hose Color: Red			1.00	EA	7,295.00	7,295.00
ART.OSC.R	Genesis OSC Couplers, Red hose for 3-stage Tele Ram			1.00	EA	285.00	285.00
ART.MBGEN.T	Telescopic Ram Mounting Bracket			1.00	EA	285.00	285.00
ART.041.900.1	41" Push-Pull Ram Hose Color: Red			1.00	EA	2,645.00	2,645.00
ART.OSC.R	Genesis OSC Couplers, Red hose for 41" Push-Pull Ram			1.00	EA	285.00	285.00
ART.MBGEN.R	Push/Pull Ram Mounting Bracket			1.00	EA	285.00	285.00
ART.105.260.3	32' SINGLE LINE COAXIAL HOSE, YELLOW			1.00	EA	1,450.00	1,450.00
ART.105.260.6	32' SINGLE LINE COAXIAL			1.00	EA	1,450.00	1,450.00

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

MES - Arizona 2330 West University Drive Unit #10 Tempe, AZ 85281 Telephone :: 480-967-6100 Fax :: 480-967-6101



manually

Ship To: FLORENCE FIRE DEPARTMENT 72 E. FIRST STREET M/F PO# FLORENCE, AZ 85232

Contact: Phone:

Bill To: FLORENCE, TOWN OF PO BOX 2670 ATTN: ACCTS PAYABLE FLORENCE, AZ 85232

## **Order Confirmation**

Number	: SO_358906-5
Date	: 5/17/2013
Page	: 2 of 2
Sales order	
Requisition	
Your ref	
Our ref	: sriccelli
Payment	: Net 30
Sales Rep	
	: FIXED Freight - applied
Ship complete	
•	

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
ART.281.913.9	HOSE, RED			4.00		205.00	
AIX1.201.913.9	Quick Adjust Chain Package for 60XL/S55/49XL/14C* (14C Requires Pulling Devices for use with QACP)			1.00	EA	925.00	925.00
ART.011.515.2	NFPA Push/Pull Ram Kit w/Slip Fit and New Box			1.00	EA	1,525.00	1,525.00
ART.500.600.KLD	Kodiak Lifting Device			1.00	EA	1,325.00	1,325.00
ART5000R	High Pressure Airbag control			2.00	EA	2,025.00	4,050.00
ART.500.210.0	Kodiak Acc Kit w/2 Chain Heads			1.00	EA	725.00	725.00
ART.FFK44	35 Ton 8" Lift 36"x 36" Flat Form Airbag			2.00	EA	4,275.00	8,550.00
ART.FFK26	20 Ton 8" Lift 31"x 31" Flat Form Airbag			4.00	EA	2,865.00	11,460.00
ART.FFK17	12 Ton 6.7" Lift 24"x 24" Flat Form Airbag			4.00	EA	1,750.00	7,000.00
ART.GS100.1	Grizzly Bus & Truck Strut Kit			1.00	EA	4,685.00	4,685.00
ART.590.250.5	OSC Tool Upgrade Kit			4.00	EA	207.00	828.00
ART.590.255.6	OSC Hose Upgrade Kit			4.00	EA	232.00	928.00
ART.283.339.5	C50 Mini Cutter Hose: Yellow			1.00	EA	2,545.00	2,545.00
ART.OSC.Y	Genesis OSC Couplers, Yellow for Mini Cutter C50			1.00	EA	285.00	285.00
ACC-CLST	CLUSTER W/ GRABS,T, & MINI J - GR.70 1-J Hook 1- T Hook 2- Grab Hooks			6.00	EA	49.00	294.00
ART.593.508.1	Mach III Outlaw Honda 6.5 w/OSC			1.00	EA	6,995.00	6,995.00

Sales balance	Deposit received	S&H	Sales tax	Total
99,445.00	0.00	800.00	0.00	100,245.00 USD



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM

MEETING DATE: June 17, 2013

**DEPARTMENT:** Grants Division /Finance Department

**STAFF PRESENTER:** Ernie Feliz, Special Districts Manager

**SUBJECT:** Ratification of FY2013 Operation Stonegarden

(OPSG) grant application submitted June 7.

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

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

Ratification of the funding request submitted by the Florence Police Department for funds for Operation Stonegarden (OPSG) in the amount of\$258,620.50 over two years; and adoption Resolution No. 1404-13: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY.

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

Due to the short timeline allowed to submit the funding request, the application was sent June 7, 2013. Council is asked to ratify the application so the funds can be accepted if awarded.

The Police Department is seeking these funds along with several other agencies as part of a cooperative effort to address constantly changing threats due to border-related crime and violence. Most of the funds will be used for officer overtime (about \$185,000). Other funds will be directed toward vehicle use and other equipment used in addressing illegal border-related activities.

#### **FINANCIAL IMPACT:**

There is no Town match for this grant. The town is seeking \$258,620.50 for the two year project with \$147,751.50 sought for the first year.

#### **STAFF RECOMMENDATION:**

Staff recommends the application be ratified and Resolution No. 1404-13

#### **ATTACHMENTS:**

Funding application, Grant request cover page, Resolution

Subject: FY2013 OPSG Meeting Date: June 17, 2013

Page 1 of 1

#### **TOWN OF FLORENCE**

#### **RESOLUTION NO. 1404-13**

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY:

**WHEREAS**, the Governor's Office is seeking proposals from state and local agencies for projects related to the Homeland Security grant; and

**WHEREAS,** the Town of Florence of Pinal County, through the Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from Homeland Security;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Town of Florence:

- 1. Approves of the submission of projects for consideration in Arizona's FY 2013 Department of Homeland Security Plan.
- 2. Authorizes Daniel R. Hughes, Chief of Police, to be the appointed agent for the Town of Florence to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

**PASSED AND ADOPTED** by the Town Council of the Town of Florence on this 17<sup>th</sup> day of June, 2013.

	Tom J. Rankin, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	James Mannato, Town Attorney
that the foregoing Resolution No. 1404-	nted and qualified Town Clerk of the Town of Florence, certify 13 is a true, correct and accurate copy as passed and adopted at a Mayor and Council, held on the 6 <sup>th</sup> day of May, 2013 at which a f said Resolution No. 1404-13.
Lisa Garcia, Town Clerk	

Op Order Name:	FY 2013 OPSG ARIZONA – Santa Cruz County Participants		
Op Order Number:	<completed by="" cbp=""></completed>		
Op Dates:	<b>From:</b> October 01, 2013 <b>To:</b> September 30, 2015		
Report Date:	Today's Date: April 09, 2012		

#### **Executive Summary:**

Since its inception, the intent of Operation Stonegarden (OPSG) has been to enhance law enforcement preparedness and operational readiness along the land borders of the United States.

In FY 2013, OPSG has been enhanced to effectively address the constantly changing threats to our borders based upon new, emerging, and changing intelligence. The FY 2013 OPSG funds must be used to increase operational capabilities of Federal, State, local and tribal law enforcement, promoting a layered, coordinated approach to law enforcement within U.S. Border States and territories. The FY 2013 OPSG funds provide a flexible framework of funding to support operational efforts along our Nation's borders, such as the prevention of, and operational response to illegal activities.

The FY 2013 OPSG will support U.S. Border States and territories in:

- Increasing capability to prevent, protect against, and respond to border security issues
- Encouraging local operational objectives and capabilities to enhance National and State Homeland Security Strategies
- Increasing coordination and collaboration among Federal, State, and local law enforcement agencies
- Continuing the distinct capability enhancements required for border security and border protection
- Providing intelligence-based operations through CBP/Border Patrol (BP) Sector Level experts to
  ensure safety and operational oversight of Federal, State, and local, law enforcement agencies
  participating in OPSG operational activities.

OPSG addresses two core elements of the National Border Patrol Strategy. Through increased coordination and collaboration and integrating our OPSG agencies as part of our "defense-in-depth" posture, OPSG agencies will assist the Nogales Sector with its mission of gaining operational control of our borders.

Tucson Sector remains the most active Sector in the Border Patrol. Even though Tucson Sector has seen a decline in arrests, it is still the most active station with regards to total arrests along the Southwest Border.

Despite significant resource enhancements provided by the Secure Fence Act of 2006 and additional manpower (interns) into Sector in support of Arizona Denial, smuggling activity in the Tucson Sector remains unacceptably high.

#### I. SITUATION

#### A. General Situation:

The Southern Arizona corridors are utilized extensively by violent drug and/or alien trafficking organizations. Due to the overwhelming illegal border traffic, the risk of these organizations using this area to harm the community and/or the citizens of this great Nation greatly increases.

Furthermore, because of the vast amount of land which is impossible to continuously survey, there is an inherent vulnerability to the United States which may pose as a temptation to terrorism. Because of the access and availability with various routes to major metropolitan areas, Tucson and Phoenix the terrorists can transport their weapons of mass destruction unabated by law enforcement.

At some point terrorists and/or criminal syndicates must, use or will eventually have to entrance routes through the Southern Arizona corridors and will inevitability end up on a federal or state highway system.

#### B. Terrain/Weather:

Southern Arizona is very unique with a variety of landscapes consisting of heavily wooded mountainous areas to sparse desert land. There are however City, County and State maintain roadways both paved and unimproved within the incorporated and un-incorporated communities.

Depending on the season, Southern Arizona is exposed to an array of climate temperatures ranging from one hundred degree (100) days in the spring and summer to below freezing or snowy days during the fall and winter months. Not to mention, heavy rain or "monsoons", microburst, and flashfloods that are common to the area.

#### C. Criminal Element:

Municipal, County, State and Federal law enforcement agencies are continually combating violent narcotic and/or human trafficking organizations, terrorists groups and "bajadores". The criminals involved in trafficking aliens, narcotics and other contraband routinely use professional guides, scouts and armed escorts to try and accomplish their illegal activities.

Unfortunately, these criminal syndicates are familiar with traditional law enforcement and Border Patrol operations. As a result they are known to employ innovative methods to traffic illicit contraband and smuggle illegal immigrants cross the International Border. In the Nogales / Tucson Border Patrol Sector, violent narcotic drug and human smuggling organizations often engage in battles with rival organization or are subjected to armed robberies and brutal confrontations.

#### D. Friendly Forces:

- 1. United States Customs and Border Protection
- 2. Immigration and Customs Enforcement
- 3. Drug Enforcement Administration
- 4. United States Border Patrol
- **5.** Arizona Department of Public Safety
- **6.** United States Attorney General's Office

- 7. Nogales Police Department
- 8. Santa Cruz County Attorney's Office
- 9. HIDTA Task Force
- **10.** Eloy Police Department
- **11.** Casa Grande Police Department
- 12. Pinal County Sheriff's Office

#### D. Friendly Forces: (Continued)

- **11.** Tucson Police Department
- **12.** Pima County Sheriff's Office
- 13. Tohono O'odham Nation
- **14.** Cochise County Sheriff's Office
- **15.** Sierra Vista Police Department

- **16.** Maricopa Police Department
- **17.** Ak-Chin Police Department
- 18. Coolidge Police Department
- 19. Bureau of Land Management
- **20.** Florence Police Department

#### II. MISSION

The primary goal of this operation is to deny access along the Arizona / Mexico border and/or apprehend illegal entrants or possible terrorists who intend to cause harm or commit crimes against this Nation. The Nogales Police Department, Santa Cruz County Sheriff's Office, Santa Cruz County Attorney's Office Arizona Department of Public Safety, Patagonia Police Department, Pinal County Sheriff's Office, Casa Grande Police Department, Coolidge Police Department and the Eloy Police Department support the primary mission of anti-terrorism, by the detection, apprehension, prosecution and deterrence of all illegal entrants and illicit activity by working in conjunction with the United States Border Patrol.

#### III. EXECUTION

#### A. Management/Supervisor Intent:

Through diligence and strict enforcement along potential avenues of entry or major thoroughfares the Nogales Police Department, Santa Cruz County Sheriff's Office, Santa Cruz County Attorney Office, Arizona Department of Public Safety, Pinal County Sheriff's Office, Casa Grande Police Department, Coolidge Police Department and the Eloy Police Department (herein referred to as participating agencies) will attempt to close those corridors utilized by criminals or terrorists whose purpose is to disrupt national security, inflict injury or perpetrate unlawful acts against the United States or upon the citizens who reside in the municipalities of Santa Cruz and Pinal County.

#### B. General Concept:

The participating agencies will effect and execute a strategic plan which will entail the deployment of several law enforcement officers along prime roadways prone to invoke illegal activity and national security concerns. These patrols will normally take palce on the aforementioned routes of ingress and egress into / from surrounding counties. If contact and/or interaction are made with certain "persons of interest" notification will be made to the Office of Customs and Border Protection or the appropriate agency.

Law enforcement officers assigned to the pre-designated target areas will adhere to a policy of zero tolerance for all violations of law. This aggressive type of enforcement is intended to have those perpetrators held accountable for each of their criminal acts.

#### C. Specific Responsibilities:

Every Stonegarden deployment must be CBP directed, pre-coordinated, and approved.

#### **Border Patrol Responsibilities**

- Operational Control: Border Patrol management at the Sector and Station level will closely coordinate with participating agencies and ensure that deployments are in alignment with station and sector objectives.
- Station personnel will work collaboratively to identify border security threats within their respective Area of Responsibility (AOR).
- In the absence of specific named operations, stations will create and provide bi-weekly block schedules to participating agencies (dates, times, and locations).
- Border Patrol will identify a sector and/or station point of contact that will:
  - Coordinate and approve every OPSG deployment.
  - o Review Daily Activity Reports.
  - Create and provide block schedules
- Participating agencies should be encouraged to attend station musters.
- If applicable, coordination with the Office of Field Operations regarding outbound operations should be encouraged.
- Station personnel are required to provide OPSG participants with actionable intelligence.

#### **Participating Agency Responsibilities**

- Participating agency will work collaboratively to identify border security threats within their Area of Responsibility (AOR).
- Participating agencies will adhere to the station block schedule or deployment scheme within a specific named CBP Operations Order.\*
- Participating deputies/officers will advise Border Patrol dispatch and/or the duty Field
   Operations Supervisor (shift commander) when beginning and ending their shift.
- Participating deputies/officers will provide Border Patrol Stations with intelligence gathered during deployments.
- Participating agencies will provide Border Patrol Stations with a Daily Activity Report within two days after each deployment.

#### \*Stonegarden Deployments

At the discretion of the CBP/BP Sector Chief Patrol Agent, partnering state, local, and Tribal (SLT) agencies may support additional Sector enforcement operations utilizing Stonegarden funds; however, these additional enforcement operations will require a separate and approved CBP Operations Order (with Tucson or Yuma Sector HQ approval and Joint Field Command concurrence). Please note that all Stonegarden deployments discussed below must be conducted on overtime status. The additional OPSG enforcement operations are defined below:

 <u>Specific Named Operations</u>: SLT Officers/Deputies may perform the function of interdiction assets, observation posts, forward operating base/camp support, etc. in support of specific named Sector operations.

#### C. Specific Responsibilities: (Continued)

- <u>Specialty Teams</u>: SLT Officers/Deputies may support Sector specialty teams (i.e. DISRUPT plain clothes surveillance/interdiction operations).
- <u>Pairing of Authority</u>: SLT Officers/Deputies may ride in the same vehicle as Border Patrol Agents and conduct joint enforcement operations.
- <u>Targeted Enforcement</u>: SLT Officers/Deputies may support Sector targeting of specific people, organizations, terrain, etc.

The participating agencies will concentrate their patrol efforts to those areas identified by United States Border Patrol or through individual agency intelligence reports to combat border violence and reduce illegal entrants.

#### D. Coordinating Instructions:

The participating agencies will coordinate with the Arizona Department of Homeland Security and the Department of Homeland Security Federal Agencies.

- If a suspected terrorist and/or subject of interest to National Security is encountered during the course of operations, the nearest Sector Border Patrol Station will be immediately notified. If they are unable to respond in a timely manner, the nearest Immigration and Customs Enforcement (ICE) office will be notified along with the Joint Terrorism Task Force (JTTF).
- All outbound operations will be coordinated with CBP/OFO. Officers/Deputies conducting outbound
  operations will check-in and out with the designated CBP officer for each operational period. At the
  completion of an outbound operation, a completed daily activity report will be sent according to
  established protocols and to the designated point of contact at the Port of Entry. All
  Officers/Deputies deployed to assist at the Ports of Entry will have the Title 19, 507 Demand for
  Assistance training.
- A point of contact will be established for each operation plan/seizure entered within the Coordinated
  Operational Planning System (COPS). Interdiction activities will be coordinated through the COPS for
  the purpose of de-confliction of operations. Any seizures linked to a specific operations plan will be
  entered into the COPS. This will be done in conjunction with the required daily activity report
  submissions.

The participating agencies understand that the Border Patrol has partnered with the Arizona HIDTA to further increase the law enforcement capabilities within Southern Arizona and in order to effectively coordinate law enforcement efforts between HIDTA initiatives and Operation Stone Garden within Southern Arizona.

## IV. BUDGET (YEAR 1)

Administration/Logistics/Budget	Narrative Justification	Fodoval Dogwood	
Request	(Computation of Items)  DEPUTY: \$36.54 per hour OT rate X 04	Federal Request \$220,993.00	
Law Enforcement Operational Overtime: Santa Cruz County	deputies X <b>04</b> hour shifts X <b>7</b> day	\$220,993.00	
Sheriff's Office	operations X <b>54</b> deployments =		
Siletili s Office	\$220,993.00		
	7220,333.00		
	DISPATCHER: \$27.89 per hour OT rate	\$84,339.00	
	X <b>02</b> telecommunicators X <b>04</b> hour	φο 1,000100	
	shifts X <b>7</b> day operations X <b>54</b>		
	deployments = <b>\$84,339.00</b>		
Fringe Benefits for Law Enforcement:	<b>DEPUTY: \$24.36</b> per hour X <b>1.5</b> OT =	\$86,909.00	
Santa Cruz County Sheriff's Office	\$36.54 X 39.34% = \$14.37 per hour	400,505.00	
	FICA, Medicare, Retirement, W/C X		
	<b>1,512</b> hours X <b>4</b> deputies = <b>\$86,909.00</b>		
	, , ,		
	<b>DISPATCHER: \$18.59</b> per hour X <b>1.5</b> OT	\$22,559.00	
	= <b>\$27.88</b> X <b>26.76%</b> = <b>\$7.46</b> per hour		
	FICA, Medicare, Retirement, W/C X		
	1,512 hours X 2 dispatchers =		
	\$22,559.00		
Law Enforcement Operational	OFFICER: \$30.48 OT X 10,000	\$304,800.00	
Overtime: Nogales Police	Patrolman hours = <b>\$304,800.00</b>		
Department			
	DISPTACHER: \$23.95 OT X 5,000 Tele-	\$119,750.00	
	communicator hours = \$119,750.00		
Fringe Benefits for Law Enforcement:	<b>OFFICER: \$20.32</b> per hour X <b>1.5</b> OT	\$33,192.72	
Nogales Police Department	\$30.48 per hour X .1089 = \$3.32per		
	hour FICA X <b>10,000</b> hours X 1 year =		
	\$33,192.72		
	<b>DISPATCHER: \$15.97</b> per hour X <b>1.5</b> OT	\$9,438.27	
	\$23.95 per hours X .0788 = \$1.89 per	\$3, <b>43</b> 6.27	
	hour FICA X <b>5,000</b> hours X 1 year =		
	\$9,438.27		
Law Enforcement Operational	<b>DETECTIVE:</b> \$36.78 OT X 1,200 hours =	\$44,136.00	
Overtime: Santa Cruz County	\$44,136.00	7 .,	
Attorney's Office Detectives	. ,		
Fringe Benefits for Law Enforcement:	FICA and Insurance = \$15.18 OT X	\$18,216.00	
Santa Cruz County Attorney's Office	1,200 hours = \$18,216.00		
Detectives			

Administration/Logistics/Budget	Narrative Justification		
Request	(Computation of Items)	Federal Request	
Law Enforcement Operational	Projection of 30 details over 12	\$102,351.00	
Overtime: Arizona Department of	months		
Public Safety	OFFICER: (maximum)		
	<b>\$30.1250</b> per hour X <b>1.5</b> OT =		
	<b>\$45.1875</b> per hour		
	SERGEANT II:		
	<b>\$37.6611</b> per hour X <b>1.5</b> OT = <b>\$56.49</b>		
	per hour		
	DISPATCHER:		
	<b>\$28.78</b> per hour X <b>1.5</b> OT= <b>\$43.17</b> per		
	hour		
Fringe Benefits for Law Enforcement:	<b>OFFICER: \$22.4898</b> per hour <b>49.75%</b>	\$47,649.00	
Arizona Department of Public Safety	ERE's		
	SERGEANT II: \$28.1037 per hour		
	<b>49.75%</b> ERE's		
	DISPATCHER: \$8.1807 per hour		
	<b>18.95%</b> ERE's		
Law Enforcement Operational	\$50.60 per hour OT rate (Average) X 4	\$420,992.00	
Overtime: Pinal County Sheriff's	personnel X <b>10</b> hr. shifts X <b>4</b> days per		
Office	week X <b>52</b> weeks per year, includes		
	ERE's.	4	
Law Enforcement Operational	Overtime rate of \$41.33 per hour (96	\$79,354.00	
Overtime: Coolidge Police	two-officer, <b>10</b> -hour deployments)		
Department	EDE - 240/ of CE7 9C2	¢2C 000 00	
Fringe Benefits for Law Enforcement:  Coolidge Police Department	ERE = <b>34%</b> of <b>\$57,862</b>	\$26,980.00	
Law Enforcement Operational	Overtime rate of \$40.00 at	\$60,000.00	
Overtime: Casa Grande Police	approximately <b>150</b> deployments X <b>10</b>	700,000.00	
Department	hour shifts		
Managements and Administration:	M and A for Sergeant responsible for		
Casa Grande Police Department	OPSG grant activities; preparation of		
·	reports, DAR's pre coordination of		
	deployments with CBP/Border Patrol		
	and attend CBP/Border Patrol		
	coordination meetings, <b>3%</b> of total		
	allocated budget		
Fringe Benefits for Law Enforcement:	ERE= <b>39.68%</b>	\$23,808.00	
Casa Grande Police Department			
Law Enforcement Operational	\$51.43 per hour X 2 sworn officers =	\$98,745.60	
Overtime: Eloy Police Department	<b>\$102.86</b> X 8 hours = <b>\$822.88</b> per		
	deployment <b>\$822.88</b> X <b>120</b>		
	deployments. Includes ERE's		

Administration/Logistics/Budget	Narrative Justification	Fadaval Bannast
Request	(Computation of Items) Overtime rate of \$35.47 per hour X 2	Federal Request \$73,778.00
Law Enforcement Operational Overtime: Florence Police	sworn officers (per deployment – <b>4 10</b> -	\$73,778.00
	hour shifts per week) = \$141.88 X 10	
Department	hours = \$1418.80 per week, \$1418.80 X	
	52 (1 year) (104 deployments)	
Fringe Benefits for Law Enforcement:	ERE = <b>24</b> % of <b>\$73,778.00</b>	\$17,707.00
Florence Police Department	LILE - 24/6 01 3/3,//8.00	\$17,707.00
General Equipment: Nogales Police	Dui a vita ::	
	Priority:	¢10.710.00
Department	1. (5) Pole Cams, w/accessories,	\$18,710.00
	installed, software, monitors and	
	servers (AEL #13LE-00-SURV) -	
	\$3,742.00 ea.	
General Equipment: Santa Cruz	Priority:	
County Attorney's Office	1. (2) Pole Cams, w/ accessories,	\$41,400.00
	installed, software, monitors and	
	servers (AEL #13LE-oo-SURV ) -	
	\$20,700.00 ea  2. (2) Handheld Global Positioning	\$13,500.00
	Tracking Systems GPS (AEL #04AP-02-	
	DGPS	
General Equipment: Arizona	1. (10) Mobile Data Compute (AEL	\$48,000.00
Department of Public Safety	#04HW-01-MOBL) - \$4,800.00	
General Equipment: Pinal County	1. (10) GS20L Above Ground Wireless	\$28,791.93
Sheriff's Office	Sensor System (10 sensors and 1	
	monitor) (AEL #04SN-01-XMIT)	
	2. (15) Stinger Spike System XL with 15	\$8,607.75
	Replacement Spike Kits and 2 Stinger	'
	Spike Insertion Tools (AEL #14SW-01-	
	WALL)	
	3. (80) Binoculars (AEL #03OE-02-	18,439.00
	BNOC)	
General Equipment: Coolidge Police	1. (1) Vehicle mounted GPS device	\$600.00
Department	(AEL #04AP-02-DGPS) - \$600.00 ea.	
•	2. (10) Mobile Data Computers (AEL	\$68,500.00
	#04HW-01-MOBL) - \$6,850.00 ea.	' '

Administration/Logistics/Budget	Narrative Justification	
Request	(Computation of Items)	Federal Request
General Equipment: Florence Police	1. (4) Police Binoculars 10x50mm	\$2,000.00
Department	(STEINER BN011BNOC) – \$499.99 ea.	
	2. (4) Night Vision Goggles (GEN2, 40-	\$8,720.00
	45LP/MM BN333) – \$2,179.99 ea.	
	<b>3.</b> (2) Trauma (first aid) packs – (AEL #03OE-03-KTFA) - \$164.25 ea.	\$328.50
	<b>4.</b> (4) Night Vision Goggle 3V Lithium Battery (AEL #030E-02-TILA) – \$40 ea.	\$160.00
	5. (2) Night Optics Thermal imaging (NO/TG-7) – \$5,499 ea.	\$10,998.00
	<b>6.</b> (2) Handheld GPS devices (GARMIN 62 #AP708) – \$422.99 ea.	\$846.00
	7. (4) Motorola XTS-2500 hand held radios - 2,500 ea.	\$10,000.00
	8. (2) Panasonic Tough pad FZ-G-1 including keyboard, ID Tech-,2DSCAN	\$8,404.00
	FX100, Fixed mount, USB BLACK, G1Dock and power/Dual antenna pass	
	thru. Panosonic Lar Havis Heavy Duty	
	8.5 Telescoping Pole, Total package for	
	each vehicle \$2,202 each.	
Special Equipment (Requiring	<b>1.</b> (10) 2014 4x4 SUV's with police	\$600,000.00
separate waiver i.e., Planes, boats,	equipment installation (radio,	. ,
vehicles, SUVs, etc.): Nogales Police	overhead emergency lights, cage, gun	
Department	rack, computer mount, and radar,	
·	marked unit decal, push bar, and	
	bumper guard, etc.) (AEL #12VE-00-	
	MISS) - \$60,000.00	
Vehicles - Vehicle Mileage: Santa Cruz	<b>120,000</b> miles per year X <b>.445</b> cents	\$53,400.00
County Sheriff's Office	per mile = <b>\$53,400.00 1</b> year	
Vehicles - Vehicle Mileage: <b>Nogales</b>	<b>80,000</b> miles per year X <b>.445</b> cents	\$35,600.00
Police Department	per mile = <b>\$35,600.00 1</b> year	
Vehicles - Vehicle Mileage: Santa Cruz	5,000 miles per year X \$.445 cents	\$2,225.00
County Attorney's Office	per mile = <b>\$2,225.00</b>	
Vehicles - Vehicle Mileage: Arizona	<b>40,449</b> miles per year X <b>.445</b> cents	\$18,000.00
Department of Safety	per miles = <b>\$18,000.00</b>	
Vehicles - Vehicle Mileage: Pinal	<b>166,400</b> miles per year x <b>.445</b> cents	\$74,048.00
County Sheriff's Office	per miles = <b>\$74,048.00</b>	

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request	
Vehicles - Vehicle Mileage: Coolidge Police Department	<b>19,200</b> miles per year X <b>.445</b> cents per miles = <b>\$8,544.00</b>	\$8,544.00	
Vehicles - Vehicle Mileage: Casa Grande Police Department	<b>27,000</b> miles per year X <b>.445</b> cents per miles = <b>\$12,015.00</b>	\$12,015.00	
Vehicles - Vehicle Mileage: Eloy Police Department	<b>24,000</b> miles per year X <b>\$.455</b> cents per miles = <b>\$10,680.00</b>	\$10,680.00	
Vehicles - Vehicle Mileage: Florence Police Department	<b>33,280</b> miles per year x <b>.445</b> cents per miles = <b>\$14,810.00</b>	\$14,810.00	
TOTAL:		3,013,023.55	

## IV. BUDGET (YEAR 2)

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request	
Law Enforcement Operational Overtime: Santa Cruz County Sheriff's Office	<b>DEPUTY:</b> \$36.54 per hour OT rate X <b>04</b> deputies X <b>04</b> hour shifts X <b>7</b> day operations X <b>54</b> deployments = \$220,993.00		
	DISPATCHER: \$27.89 per hour OT rate X 02 telecommunicators X 04 hour shifts X 7 day operations X 54 deployments = \$84,339.00	\$84,339.00	
Fringe Benefits for Law Enforcement: Santa Cruz County Sheriff's Office	<b>DEPUTY:</b> \$24.36 per hour X 1.5 OT = \$36.54 X 39.34% = \$14.37 per hour FICA, Medicare, Retirement, W/C X 1,512 hours X 4 deputies = \$86,909.00	\$86,909.00	
	DISPATCHER: \$18.59 per hour X 1.5 OT = \$27.88 X 26.76% = \$7.46 per hour FICA, Medicare, Retirement, W/C X 1,512 hours X 2 dispatchers = \$22,559.00	\$22,559.00	
Law Enforcement Operational Overtime: Nogales Police Department	<b>OFFICER:</b> \$30.48 OT X 10,000 Patrolman hours = \$304,800.00	\$304,800.00	
Department	<b>DISPTACHER:</b> \$23.95 OT X 5,000 Telecommunicator hours = \$119,750.00	\$119,750.00	

Administration/Logistics/Budget	Narrative Justification	
Request	(Computation of Items)	Federal Request
Fringe Benefits for Law Enforcement:	OFFICER: \$20.32 per hour X 1.5 OT	\$33,192.72
Nogales Police Department	<b>\$30.48</b> per hour X <b>.1089</b> = <b>\$3.32</b> per	
	hour FICA X <b>10,000</b> hours X 1 year =	
	\$33,192.72	
	<b>DISPATCHER: \$15.97</b> per hour X <b>1.5</b> OT	\$9,438.27
	<b>\$23.95</b> per hours X <b>.0788</b> = <b>\$1.89</b> per	
	hour FICA X <b>5,000</b> hours X 1 year =	
	\$9,438.27	
Law Enforcement Operational	<b>DETECTIVE:</b> \$36.78 OT X 1,200 hours =	\$44,136.00
Overtime: Santa Cruz County	\$44,136.00	
Attorney's Office Detectives		
Fringe Benefits for Law Enforcement:	FICA and Insurance = \$15.18 OT X	\$18,216.00
Santa Cruz County Attorney's Office	1,200 hours = \$18,216.00	
Detectives		1
Law Enforcement Operational	Projection of 30 details over 12	\$102,351.00
Overtime: Arizona Department of	months	
Public Safety	OFFICER: (maximum)	
	\$30.1250 per hour X 1.5 OT =	
	\$45.1875 per hour	
	SERGEANT II:	
	\$37.6611 per hour X 1.5 OT = \$56.49	
	per hour	
	DISPATCHER:	
	\$28.78 per hour X 1.5 OT= \$43.17 per	
Fringe Benefits for Law Enforcement:	hour  OFFICER: \$22.4898 per hour 49.75%	\$47,649.00
Arizona Department of Public Safety	ERE's	347,043.UU
Anzona Department of Public Salety	SERGEANT II: \$28.1037 per hour	
	<b>49.75%</b> ERE's	
	DISPATCHER: \$8.1807 per hour	
	<b>18.95%</b> ERE's	
Law Enforcement Operational	\$50.60 per hour OT rate (Average) X 4	\$420,992.00
Overtime: Pinal County Sheriff's	personnel X <b>10</b> hr. shifts X <b>4</b> days per	Ţ0,55
Office	week X <b>52</b> weeks per year, includes	
	ERE's.	
	····	1

Administration/Logistics/Budget	Narrative Justification	
Request	(Computation of Items)	Federal Request
Law Enforcement Operational	(Year 1's current rate plus 5% merit	\$83,322.00
Overtime: Coolidge Police	increase) Overtime rate of \$41.33 per	
Department	hour (96 two officer , 10 hour	
	deployments)	
Fringe Benefits for Law Enforcement:	ERE = 34% of <b>\$60,755.00</b>	\$28,329.00
Coolidge Police Department		
Law Enforcement Operational	Overtime rate of \$40.00 at	\$60,000.00
Overtime: Casa Grande Police	approximately <b>150</b> deployments X <b>10</b>	
Department	hour shifts	
Management and Administration:	M and A for Sergeant responsible for	
Casa Grande Police Department	OPSG grant activities; preparation of	
·	reports, DAR's pre coordination of	
	deployments with CBP/Border Patrol	
	and attend CBP/Border Patrol	
	coordination meetings, 3% of total	
	allocated budget	
Fringe Benefits for Law Enforcement:	ERE= <b>39.68</b> %	\$23,808.00
Casa Grande Police Department		, ==,======
Law Enforcement Operational	\$51.43 per hour X 2 sworn officers =	\$98,745.60
Overtime: Eloy Police Department	<b>\$102.86</b> X 8 hours = <b>\$822.88</b> per	,
, ,	deployment <b>\$822.88</b> X <b>120</b>	
	deployments. Includes ERE's	
Law Enforcement Operational	(Year 1's current rate plus 5% merit	\$77,467.00
Overtime: Florence Police	increase) Overtime rate of \$41.33 per	, , , , , , , , , , , , , , , , , , , ,
Department	hour X 2 sworn officers (per deployment	
•	- <b>4 10</b> -hour shifts per week) = <b>\$165.32</b>	
	X <b>10</b> hours = <b>\$1653.20</b> per week,	
	\$1653.20 X 52 (1 year) (104	
	deployments)	
Fringe Benefits for Law Enforcement:	ERE = <b>24%</b> of <b>\$77,467.00</b>	\$18,592.00
Florence Police Department		
General Equipment: Arizona	1. (10) Mobile Data Computer (AEL	\$48,000.00
Department of Public Safety	#04HW-01-MOBL) - \$4,800.00	
General Equipment: Pinal County	1. GS20L Additions to Above Wireless	\$34,575.00
Sheriff's Office	Ground Sensors (12 additional sensors	
	and 1 repeater) (AEL #04SN-01-XMIT)	
General Equipment: Coolidge Police	1. Mobile Data Computers (AEL #04-HW-	\$68,500.00
Department	01-MOBL) - \$6,850.00 ea.	
	2. Thermal Imager (AEL #03OE-02-TILA)	\$5,000.00
	- \$5,000.00	

Administration/Logistics/Budget	Narrative Justification	
Request	(Computation of Items)	Federal Request
General Equipment: Casa Grande	1. (1) Thermal imager scout -	\$7,000.00
Police Department	\$7,000.00	
	2. (25) Two-way portable radio	\$2,000.00
	batteries - \$80.00 ea.	
	<b>3.</b> (2) Bank chargers - \$1,000.00	\$2,000.00
Vehicles - Vehicle Mileage: Santa Cruz	<b>120,000</b> miles per year X <b>.445</b> cents	\$53,400.00
County Sheriff's Office	per mile = <b>\$53,400.00 1</b> year	
Vehicles - Vehicle Mileage: Nogales	<b>80,000</b> miles per year X <b>.445</b> cents	\$35,600.00
Police Department	per mile = <b>\$35,600.00 1</b> year	
Vehicles - Vehicle Mileage: Santa Cruz	5,000 miles per year X \$.445 cents	\$2,225.00
County Attorney's Office	per mile = <b>\$2,225.00</b>	
Vehicles - Vehicle Mileage: Arizona	40,449 miles per year X .445 cents	\$18,000.00
Department of Safety	per miles = <b>\$18,000.00</b>	
Vehicles - Vehicle Mileage: Pinal	<b>166,400</b> miles per year x <b>.445</b> cents	\$74,048.00
County Sheriff's Office	per miles = <b>\$74,048.00</b>	
Vehicles - Vehicle Mileage: Coolidge	<b>19,200</b> miles per year X <b>.445</b> cents	\$8,544.00
Police Department	per miles = <b>\$8,544.00</b>	
Vehicles - Vehicle Mileage: Casa	<b>27,000</b> miles per year X <b>.445</b> cents	\$12,015.00
<b>Grande Police Department</b>	per miles = <b>\$12,015.00</b>	
Vehicles - Vehicle Mileage: Eloy	<b>24,000</b> miles per year X <b>\$.455</b> cents	\$10,680.00
Police Department	per miles = <b>\$10,680.00</b>	
Vehicles - Vehicle Mileage: Florence	33,280 miles per year x .445 cents per	\$14,810.00
Police Department	miles = <b>\$14,810.00</b>	
TOTAL:		2,301,985.59

**TOTAL YEAR 1 = 3,013,024.40** 

**TOTAL YEAR 2= 2,301,985.50** 

**TOTAL FEDERAL REQUEST: 5,315,009.90** 

### V. COMMAND/CONTROL/COMMUNICATION

#### A. Chain of Command:

Santa Cruz County Sheriff's Office

Sheriff Tony Estrada 2170 North Congress Drive Nogales, Arizona 85621

#### **Arizona Department of Public Safety**

Director Robert Halliday P.O. Box 6638

Phoenix, Arizona 85005-6638

#### **Nogales Police Department**

Police Chief Derek Arnson 777 North Grand Avenue Nogales, Arizona 85621

#### **Pinal County Sheriff's Office**

Sheriff Paul Babeu 971 Jason Lopez Circle Bldg. #C Florence, Arizona 85132

#### V. COMMAND/CONTROL/COMMUNICATION: Continued

**Casa Grande Police Department** 

Police Chief Johnny Cervantes 373 East Val Vista Boulevard Casa Grande, Arizona 85122

Santa Cruz County Attorney's Office

County Attorney George Silva 2150 North Congress Drive Nogales, Arizona 85621

B. Unit Command:

Santa Cruz County Sheriff's Office

Lieutenant Raoul Rodriguez 2170 North Congress Drive Nogales, Arizona 85621

**Arizona Department of Public Safety:** 

Captain Walter Mercer 6401 South Tucson Boulevard Tucson, Arizona 85706

**Casa Grande Police Department** 

Police Chief Johnny Cervantes 373 East Val Vista Boulevard Casa Grande, Arizona 85122

Santa Cruz County Attorney's Office

Detective Raul Rodriguez 2150 North Congress Drive Nogales, Arizona 85621 **Eloy Police Department** 

Police Chief William K. Pitman 630 North Main Street Eloy, Arizona 85131

Florence Police Department

Police Chief Daniel Hughes 425 North Pinal Pkwy Florence, Arizona 85312

**Nogales Police Department** 

Captain Heriberto Zuniga 777 North Grand Avenue Nogales, Arizona 85621

**Pinal County Sheriff's Office** 

Commander Doug Brown 971 Jason Lopez Circle Bldg. #C Florence, Arizona 85132

**Eloy Police Department** 

Police Chief William K. Pitman 630 North Main Street Eloy, Arizona 85131

**Florence Police Department** 

Lieutenant Terry Tryon 425 North Pinal Pkwy Florence, Arizona 85312

#### C. Communication Details:

All radio transmissions, Computerized Criminal History (CCH), Interstate Identification Index (III) and/or Arizona Criminal Justice Information System (ACJIS) inquires will be made through the participating agencies communications center.

#### D. Map Coordinates:

Notes: N/A Longitude: N/A Latitude: N/A Degrees: N/A Minutes: N/A Seconds: N/A

**Decimal:** N/A **Location Zone:** N/A

#### VI. ANNEX

#### A. Administration Annex:

#### Santa Cruz County SO

Lieutenant Raoul Rodriguez 2170 North Congress Drive Nogales, Arizona 85621 Telephone (520) 761-7869

#### **Arizona Department of Public Safety**

Major Larry Scarber 6401 South Tucson Boulevard Phoenix, Arizona 85706

#### **Casa Grande Police Department**

Sergeant Al Grijalva 373 East Val Vista Boulevard Casa Grande, Arizona 85122

#### Santa Cruz County Attorney's Office

Detective Raul Rodriguez 2150 North Congress Drive Nogales, Arizona 85621

#### **B.** Execution Annex:

#### **Santa Cruz County SO**

Lieutenant Raoul Rodriguez 2170 North Congress Drive Nogales, Arizona 85621 Telephone (520) 761-7869

#### **Arizona Department of Public Safety**

Captain Walter Mercer 6401 South Tucson Boulevard Tucson, Arizona 85706

#### **Casa Grande Police Department**

Sergeant Al Grijalva 373 East Val Vista Boulevard Casa Grande, Arizona 85122

#### Santa Cruz County Attorney's Office

Detective Raul Rodriguez 2150 North Congress Drive Nogales, Arizona 85621

#### **Nogales Police Department**

Captain Heriberto Zuniga 777 North Grand Avenue Nogales, Arizona 85621 (520) 287-9114

#### **Pinal County Sheriff's Office**

Commander Doug Brown 971 Jason Lopez Circle Bldg #C Florence, Arizona 85132

#### **Eloy Police Department**

Police Chief William K. Pitman 630 North Main Street Eloy, Arizona 85131

#### Florence Police Department

Lieutenant Terry Tryon 425 Pinal Pkwy Florence, Arizona 85312

#### **Nogales Police Department**

Lieutenant Carlos Jimenez 777 North Grand Avenue Nogales, Arizona 85621 (520) 287-9114

#### **Pinal County Sheriff's Office**

Commander Doug Brown 971 Jason Lopez Circle Bldg #C Florence, Arizona 85132

#### **Eloy Police Department**

Police Chief William K. Pitman 630 North Main Street Eloy, Arizona 85131

#### **Florence Police Department**

Lieutenant Terry Tryon 425 North Pinal Pkwy Florence, Arizona 85312

#### C. Command Annex:

#### **Santa Cruz County SO**

Lieutenant Raoul Rodriguez 2170 North Congress Drive Nogales, Arizona 85621 Telephone (520) 761-7869

#### **Arizona Department of Public Safety**

Major Larry Scarber 6401 South Tucson Boulevard Tucson, Arizona 85706

#### **Casa Grande Police Department**

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#### **Florence Police Department**

Lieutenant Terry Tryon 425 North Pinal Pkwy Florence, Arizona 85312

#### **Media Action Plan:**

Those incidents or occurrences that deem media release will be done so by the respective participating agencies public relations officer or their designee.

#### **Legal Review:**

Each incident pertaining to Operation Stone Garden will require some form of documentation or incident report number authored by the officer(s). Investigations that necessitate criminal prosecution will be referred to:

United States Attorney General's Office 405 West Congress Drive Ste. 4800 Tucson, Arizona 85701 or Participating agencies

City or County Prosecutors' Office Santa Cruz or Pinal County, Arizona

#### Risks:

There is a dramatic increase of hostile crimes occurring along the Arizona / Mexico boundaries because of the violent narcotic drug and/or alien trafficking organizations, terrorist groups and "bajadores" that are now arming themselves with high powered rifles and accosting innocent civilians and law enforcement officers. The risk is high to extremely high to all person(s) traveling through or to law enforcement officer who patrol these areas.

#### **Photos:**

Non-available

## **GRANT REQUEST COVER PAGE**

Project Title: Project StoneGarden				
Project Manager: Chief Daniel Hughes/Lt. T. Tryon				
Source of Grant: Arizona Department of Homeland Security		-		
Application Deadline: March 1, 2013				
ATTACHMENTS Project Summary	⊠ Yes	□No		
Project Budget	Yes	☐ No		
Other				
Other				
FINANCIALS  1) Cost of the Project: \$258,620.00  2) Amount of Grant Request: \$258,620.00  3) Are Matching Funds Required?				
This grant is in partnership with Santa Cruz County Sheriff and DOJ. Other entities are; US Customs and Border Protection, ICE, DEA, USBP, AZDPS, United States Attorney General's office, Nogales Police Dept, Tucson Police Dept, Pima County Sheriff's Office, Tohono O'odham Nation, Cochise County Sheriff's Office, Sierra Vista Police Dept, Maricopa Police Dept, Ak-Chin Police Dept., Coolidge Police Dept, Bureau Of Land Management, Eloy Police Dept.  All participating agencies will effect and execute deployment of Law Enforcement officers along prime roadways prone to invoke illegal activity and national security concerns. This deployment is a two year commitment with 104 deployments per year at the direction of USBP.				

Resolution;				
Resolution Number:				
A RESOLUTION OF THE FLORENCE TOWN COUNC SUBMISSION OF PROJECTS FOR CONSIDERATION	IL OF THE TOWN OF	FLORENCE OF FLORE	NCE, ARIZONA, PERTAINI OF HOMELAND SECURIT	NG TO THE Y:
WHEREAS, the Governor's Office is seeking propo	sals from state and lo	ocal agencies for projec	ts related to the homeland	security grant;
WHEREAS, the Town of Florence of Pinal County, the funding in the form of reimbursable grants from the	nrough the Police De Homeland Security;	partment, is interested	in submitting projects to be	e considered for
NOW, THEREFORE, BE IT RESOLVED by the Floren	ce Town Council of t	he Town of Florence, A	rizona as follows:	
THAT approval of the submission of projection of the submission of projection in the submit all documents and any other necestal submit all documents.	appointed agent for t	he Town of Florence, to	conduct all negotiations a	ity Plan is granted. and to execute and
PASSED AND ADOPTED by the Florence Town Cou	ncil of Florence, Ariz	ona, this	_ day of	, 2013
ATTEST:				
Town Mayor, Town Manger			-	·
Print Name and Telephone Number for both				
CERTIFICATION				
I HEREBY CERTIFY that the foregoing Resolution N the Town of Florence of Pinal County, Arizona, at a was present at the meeting.	umber regular meeting held	was duly passed ar on theday	nd adopted by the Florence of, 2013, a	Town Council of and that a quorum
Town Clerk				
APPROVED AS TO FORM:				
Department Submitting	-		6-10-13	
Department Head	Approved	Declined	Date	
Erme Las	•		6/11/13	
Grants Coordinator	Approved	Declined	Date	•
Bol Sih			6/11/13	
Finance Director	Approved	☐ Declined	/ / Date	e
Town Manager	Approved	Declined	<u>Collifor</u> Date	ē

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MAY 13, 2013, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

#### **CALL TO ORDER**

Mayor Rankin called the meeting to order at 5:00 p.m.

#### **ROLL CALL:**

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

#### **WORK SESSION**

Review of the 2013 Economic Development Brochure

Jarred Bartlett presented the 2013 Economic Development Brochure.

Mr. Charles A. Montoya, Town Manager, stated that the Economic Development Brochure echoes Council's vision for Florence. The Team Lead is Scott Bowles, Economic Development Coordinator, and all department heads provided their input.

Mr. Jarred Bartlett, RSN8 Media, stated that he has worked with the Town to capture and package the vision of the Town and condense it into a printed document along with a website.

Mr. Bartlett provided an overview of the contents of the brochure. The brochure is written for the perspective of the target audience, who are business owners, perspective employers, and site locators. He provided an overview of the following items within the brochure:

- Color palette and textures
- Emblem
- Opening of brochure depicts asset of Town, which is ample space which is an opportunity for land development
- Introduction of key contacts
- Market Access
  - Town Location
  - Transportation
  - Regional Amenities
  - Traffic Count
- Land and Development
  - Territory Square vision for Florence
- Anthem at Merrill Ranch realized vision
- Business Incentives
  - The full package
  - Planning and Zoning Tools
  - Community Facility Districts
  - Downtown Development
- Opportunities Abound

Florence Town Council Work Session May 13, 2013 Page **1** of **9** 

- Our Vision
- Our Legacy
- 360 degrees panoramic picture of Poston Butte, which overlooks the elements that have been developed as well as the available opportunities.
- Site Locators
  - Key points for site locations
    - Correction and Security Industry
    - Discretionary Income
    - Regional Resources
    - Transportation
    - Retail Development
    - o Development Ready Land
    - Cost of Living Advantages
    - New Community Growth
    - Correctional Industries Labor Force
    - Labor Costs
    - Renewable Energies
    - Regional Data: 20 mile radius
    - Household Income
- Regional Population (Graphs that are interesting and are color coded)
  - Florence, Coolidge, Eloy, San Tan Valley, Casa Grande
    - Group Quarters
    - Group Quarters Effect
    - Population statistics
    - o Median Age
    - Regional Gender Ratio
    - Education by Degree
- Population Growth
  - Regional Population Growth
  - Florence Housing
- Crime and Safety
  - Crime Statistics
  - Criminal Offenses by City
- Employment
  - Regional Tax Rates
  - Major Employers

Mr. Bartlett said it is important to provide highlights of the Town and to provide enough information to peak the target audience's interest to entice them to research the Town more on their own. The images throughout the brochure are specific for this brochure. The pictures build on the ideas of the Town.

Mr. Montoya said the Town has received community sponsorship from National Bank of Arizona, Pulte Homes, Southwest Value Partners, and Johnson Utilities. The fee for the brochure was \$10,000 and they Town received \$5,500 in sponsorship. He said the brochure is a living document that will be updated every six months and is a tool to be used to advertise Florence and to recognize all that Florence has to offer. He said the

Florence Town Council Work Session

website will be launched on May 17, 2013; and it will be a mirror image of the brochure with additional information.

Discussion occurred on the aesthetics of the brochure.

#### a. Review of the 2013/2014 Town Manager Recommended Budget

Mr. Montoya provided an overview how the budget was derived. He said the budget being presented includes the following:

- Decrease in the use of the fund balance
- New divisions
  - Maintenance Fund
  - Fleet Maintenance Fund
- Extract one-time items that are in the operating general budget
- Budget contains operating revenues on operating expenditures

Mr. Montoya provided a Power Point Presentation, which included the following:

- Strategic Budget Goals for 2013/2014
  - Maintain existing service levels
  - Continue to provide exceptional public safety and community services
  - Expand the tax base through annexations and economic development outreach
    - Evaluate annexations around major transportation corridors
    - Consider annexations that are in the planning area approved by Council
    - Develop a clear distinct message as to what that Florence is and where we want to go
      - Staff will look at developing in the coming fiscal year
    - Identify businesses that are needed and develop a strategy to approach and notice the Town, and to capture residents for Florence
  - Secure the Town's long term water program for future growth
    - Hired Utility Director will start July 1, 2013
    - Complete capital projects approved by Council
    - Complete evaluation and assessment of existing infrastructure on Town water and sanitation lines
    - Work with partners Johnson Utilities in Anthem, and Southwest Utilities in Florence Ranch
    - Look at acquiring physical water for long-term future growth of Florence
  - Revitalize the downtown corridor, through beautification and business investment
    - Complete evaluation and assessment of properties in the downtown corridor, which includes:
      - Property ownership
      - Existing condition of property
      - Location and use of property
        - Plenty of vacant property in downtown area
    - Beautification and business investment

- First: An important part of attracting businesses to revitalize a downtown area that has been in decline is to provide a medium of some certainty that investment would be accepted and welcomed. A business will not come to a historic corridor if they believe there is a negative environment to working within existing governmental structures.
  - Must be able to balance economic development and historic preservation
- Second: In order to attract destination businesses and become a gathering spot for visitors and citizens, we need to beautify the corridor to make it inviting, which also includes working with property owners (or in some cases, acquiring property) to eliminate properties in disrepair or neglect.
- Make strategic investments in planning for the continued growth of Florence
  - Work with major home builders to encourage additional development
    - Currently, new home permits in Florence are outpacing many communities in Pinal County
  - The Town must look at strategic annexations to safeguard state shared revenues as larger unincorporated areas may become new cities.
    - With these annexations, the Town needs to plan accordingly for service delivery
  - Attract and work with developers that may provide unique home solutions, retail destinations, or restaurants – without waiving long term fees or permits, which would have a negative impact to future town services.
- Providing exceptional Public Safety and Community Services
  - Police Departments
    - Evaluate existing external agreements to provide officers; re-establish or place officers back on the street
    - Evaluate existing vacant positions and post for immediate hire
    - Review ICMA Report and improve on service delivery, communication, training, etc.
    - Partnering with community community policing
  - Fire Department
    - Evaluate and establish standard operating procedures
    - Review and assess existing staffing to ensure adequate coverage for the Town – reducing response times
    - Implement strong training program and develop an effective change of command structure
    - Evaluate fire protection services
    - Public education and community involvement
  - Parks and Recreation
    - Review existing services provided to citizens
    - Evaluate current potential for pocket parks in downtown and other areas of the Town
    - Work on beautifying the downtown corridor
    - Evaluate existing Town events and build upon them to incorporate a broader involvement form the community

#### Public Works

- Begin to work with MAG MPO and incorporate Florence into the program
- Evaluate and begin construction on CIP projects approved by Council
  - Roundabout
  - Streetscape Project
  - SR79 and SR79b
- Work with ADOT on existing capital projects in the Town and determine feasibility on obtaining ROW, once complete

#### Library

- Continuing to evaluate existing programs and services while increasing membership and use of the facility
- Look at growth areas as the Town begins to annex to ensure adequate services are provided to residents
- Continuing to work closely with Florence Unified School District
- Community Development
  - Begin active planning on annexations for Magic Ranch, Oasis, Wild Horse Estates, and Crestfield Manor
  - Evaluate existing properties in the Florence area that may be used for future development, beautification, or zoning modifications
  - Continue to advocate for proper placement of the NW Corridor to facilitate economic development and growth
  - Continue to make planning and engineering investments for Territory Square Project
- General Government
  - Update intergovernmental agreements
  - o Coordinate agreements with Chamber, Arizona, State Parks, etc.
  - Complete downtown beautification project
    - Curb ramps, crosswalk and intersection beautification, streetscape project
      - Streetscape Project must be approved by Council by June 2013 in order to avoid loss of funding
  - Complete sanitation public/private partnership implementation by July 1, 2013

Ms. Becki Guilin, Finance Director, continued with Power Point Presentation, in which she discussed the following:

- General Fund Revenues
  - Taxes
    - Sales Tax \$2.2 million
    - Property Tax \$814,526
      - Maximum tax levy can only be increased at 2% or \$1.1182 per \$100
         Net Assessed Valuation
  - Licenses and Permits \$284,000
  - Franchise Fees and Taxes \$420,180
  - Intergovernmental
    - State Shared Income Tax, Sales Tax, and Auto Lieu Tax \$6,175,000
  - Charges \$765,338

- Miscellaneous \$74,315
- Interest Earnings \$23,000
- Operating Transfers In \$1,434,000

Mr. Montoya said the State is reviewing the construction use tax and are trying to change where the money would go; this would take revenue away from Florence. There are negotiations for the small towns to receive some funding. He said there will be additional franchise fees as areas become annexed.

Ms. Guilin said the tax will be from the point of sale for the actual materials for construction tax. The League of Arizona Cities and Towns is working with the State for some type of offset for the use tax to be used in the calculation for state shared revenues. The effect date is January 1, 2015.

Ms. Guilin the Police Budget is comprised of 28.29% of the General Fund Budget; and the Fire Budget is 19.05%; both combined equates to 47% of the total General Fund expenditures. She added that the operating transfers out will be for fleet maintenance and general maintenance for the buildings. She explained how the fund balance is derived, what the beginning and ending fund balance will be after expenditures, liabilities, and reserves. She added that the revenues are not guaranteed and are projected based, in part, on historical data and growth.

Mr. Montoya continued with the Power Point Presentation, in which the following was discussed:

- Items not recommended in the budget
  - Additional positions requested totaling over \$1 million
  - No new vehicles
    - Identification of all existing vehicles needs to be done, which will include year of the vehicle, mileage, condition, and maintenance is received for the vehicle.
  - Minimize training in General Government budget
    - Look at individual development plans and trainings before recommendation to add to budget
  - Additional projects without specific funding

Mr. Montoya stated that that those requiring certifications for their positions remained in the budget. He would like to complete the approved capital projects before they add more projects to the budget. Capital projects that did not have funding attached were not included in the budget. \$2 million of one-time revenues were removed from the General Fund and put into the capital projects to fund projects already approved by Council. There is \$1.5 million that is budgeted but is unassigned, which can be utilized if something happens or if a project comes up that Council would like completed.

Mr. Montoya explained the General Fund trend and fund balances for Fiscal Years 2009/2010, 2010/2011, 2011/2012, 2012/2013; and 2013/2014. He said the fund balance use has dropped by \$605,467 this year. It will take approximately two to three

years to transition out of depending on the economy. Next year, the aim is to drop to less than \$300,000, if not \$0; however.

Mr. Montoya continued with the Power Point Presentation, in which he discussed the following:

- 2013/2014 Recommended Budget
  - New functional budget areas
    - Utility Department
    - Fleet Fund
      - Maintenance Program
      - Department Director vehicle recommendation
        - Maintenance Fund
    - Government Replacement Capital Fund
    - Funding set aside for potential eminent domain process
    - Economic Development Fund
    - Positions
      - Public Safety
        - One Firefighter for EMS unit, one battalion chief/fire marshal from existing position
        - 4 additional patrol officers on street, no additional position authorization needed, pulled two officers from other assignments and under-filled two vacant detective positions
        - Records Clerk in Police Department, from part-time to full-time
      - Public Works (included facilities and fleet)
        - Creation of a Utility Director from existing vacant water position
        - Creation of an Engineering Tech position from existing Deputy Public Works approved position
        - Facilities Manager new position
        - Fleet Manager position from existing fleet position
      - General Government
        - New Accountant, new clerical billing person for sanitation program, revenue supported
        - Administrative Assistant in the Town Manager's Office full-time position from part-time
      - New projects, programs, and enhancements
        - CIP
          - Parking lot for Police Department
          - Complete funding for Downtown Streetscape Project
          - Silver King Market Place updates and improvements
          - Additional funds transferred to fund existing Council approved projects
        - Internal Service Funds
          - Fleet Maintenance
          - Facility Maintenance
        - Moved one-time capital items out of operating General Fund budget
      - Employee Compensation
        - Overall plan changes

- Change in employer/employee split
  - Increase from 65/35 employer/employee to 75/25
- Change in HSA distribution
  - Change from 1/12 increments to two annual payment for \$1,000
- Medical/Dental/Vision
  - Overall increase approximately 6%
  - Employees will see a slight decrease in net pay due to change in employer/employee split and the small increase in costs
  - With the additional time the Town will begin looking at a different model for medical, such as fully insured next year.
  - On-Call physician and prescription service
- Merit Increases
  - 2013/2014 town budgeting a 4% merit, based upon performance
  - Performance system updates/changes
- 2013 and Beyond Major Issues
  - Annexation and smart sustainable growth
    - Analyze and evaluate all options and service delivery
  - Core service delivery
  - Existing capital projects
    - o Town specific
    - Joint projects with ADOT
  - Work closely with builders and developers as Florence continues to grow
  - Pending and potential litigation
  - Annexation and smart sustainable growth
    - Analyze and evaluate all options and service delivery
  - Core service delivery
  - Existing capital projects
    - Town specific
    - o Joint projects with ADOT
  - Work closely with builders and developers as Town continues to grow

Mr. Montoya explained the Summary Book and the Detailed Budget Book and how each book is set up.

- Summary Budget Book
  - Summation of the budget items
- Detailed Budget Book
  - Contains all the specifics and details for what is in the budget

Mr. Montoya said the rationale for two books is that it is easier for the reader; which is how it will be presented on the website, and the detailed book will be available for anyone to review

Mr. Larry Kollert, Resident, (inaudible).

Mr. Montoya responded that at this point in time there is no drop off point in the Town of Florence for rail access so it cannot be used for major employers or businesses at this

2.	ADJOURN	MENT					
		Councilmember irn the meeting at		by	Councilmember	Montaño,	and
Tor	n J. Rankin,	Mayor					
ΑT	TEST:						
Lisa	a Garcia, To	wn Clerk	_				
	•	•			ne minutes of the neeting was duly		

point. A change in rail access point is also being considered for this area; however, it will be outside of the Florence boundaries.

and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MAY 20, 2013, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

#### **CALL TO ORDER:**

Mayor Rankin called the meeting to order at 6:04 p.m.

### **ROLL CALL:**

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

Absent: Smith

# MOMENT OF SILENCE

Mayor Rankin led the Pledge of Allegiance.

# **CALL TO THE PUBLIC**

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

Ms. Doretta Allison, Chamber of Commerce Boardmember, provided an update of on the Greater Florence Chamber of Commerce activities. She listed the seven new members who joined the Chamber in May, 2013. She invited everyone to attend the Chamber luncheons held every third Tuesday at the Holiday Inn. They have added an "After Business Hours Mixer" on the first Thursday of the month, which will include live music and refreshments. They are also starting another event called "First Thursdays" which will include live music and refreshments.

# PUBLIC HEARING AND PRESENTATIONS

Public Hearing on the 2013-2023 Land Use Assumptions and Infrastructure Improvements Plan.

Ms. Becki Guilin, Finance Director, stated the Town has been working on the Development Impact Fee study for several months. The draft document has been on file with the Town Clerk's Office and available on the Town of Florence website for review. The Town has also advertised the Public Hearing and have mailed developers that have interest in the Town of Florence.

Ms. Guilin stated new legislation requires a Public Hearing to be held on the Land Use Assumptions and Infrastructure Improvements Plan, followed by Council approval or disapproval within 60 days. The Infrastructure Improvements Plan and Land Use Assumptions are part of the basis for calculation of impact fees. A resolution to adopt the Infrastructure Improvements Plan and the Land Use Assumption will come before the Town Council on July 1, 2013.

Mayor Rankin inquired the number of hits on the website as well as how many people came in to view the documents.

Ms. Guilin stated she didn't know the number of hits and no one came in to view the documents.

Mayor Rankin opened the Public Hearing.

Mr. Clancy Mullen, Duncan Associates, provided a Power Point presentation to Council which outlined the changes being made to the Development Impact Fees in order to be compliant with SB 1525. He explained the various increases and decreases in fees, as well as which areas would be impacted.

Mr. Mullen discussed the following:

Major Policy Implications:

- Roads
  - Lower road fees in Merrill Ranch CFDs (funding major roads)
- Library
  - o Construct a minimum 10,000 sq. ft. library in the next 10 years
  - Fund \$1.68 million from other sources (pay for existing deficiency)
- Parks
  - Cease collecting park fees in Merrill Ranch area (outside service area)
- Fire
  - Lower fees in Merrill Ranch CFDs (funding Anthem station)
- Water/Wastewater
  - No fees in North Florence Improvement District (funding system acquisition)
  - Will need to give credit for developer-installed master plan lines

Current and proposed non-utility fees

Current and proposed utility fees

Current and proposed fee summary

SB1525 requirements for August 1, 2014

- Identify service areas for each facility type
  - o Prepare land use assumptions for next 10 years
  - Establish levels of service
  - Describe existing facilities by service area
  - o Analyze existing capacity, usage and commitments
  - Project future service units attributable to growth
  - Determine 10-year needs attributable to growth (IIP)
  - Establish new fee schedule

Florence Town Council Meeting Minutes

May 20, 2013

# SB1525 Compliance

- By January 1, 2012
  - Ceased collecting sanitation fees
  - Ceased collecting general government fees
  - Ceased collecting library fees
  - Reduced fire/police fees to remove administrative equipment
  - No changes required to transportation or utility fees
  - Earmarked future fees to be spent only on eligible improvements
- By August 1, 2014
  - Identify service areas
  - Prepare and adopt land use assumptions/infrastructure plan
  - Prepare and adopt impact fee study/ordinance
  - Conduct biennial audit every two years following adoption of IIP
- Adoption Timeline
  - Public Hearing on LUA/IIP May 20, 2013
    - 30 day period before adoption
  - Adoption of LUA/IIP and Notice of Fees July 1, 2013
    - 30 day notice period
  - Public Hearing on study/ordinance August 5, 2013
    - 30 day period before adoption
  - Adoption of Study/Ordinance (September 16, 2013)
    - 75 day period before effective
  - Effective date December 1, 2013

#### Service Areas

- Recommended service areas
  - Transportation (1) town-wide
    - Restricted to arterials/major collectors
  - Fire and Police (1) town-wide
  - Library (1) town-wide
  - Parks (1) "central" area
    - Restricted to "neighborhood parks"
  - Water/wastewater (2) north and south of river
    - Includes cost of master plan lines

# Land Use Assumptions

- Growth projections by service area
- Must cover at least 10 years (2013-2023)
  - Will not affect impact fee calculations
- Existing based on:
  - Building permit and Census block data (residential)
  - CAG estimates (nonresidential except prisons)
  - Town prison survey (prisoners)
- Projections based on:
  - CAG 5-year growth assumed over 13 years (2010-2023)
  - Equates to 250 new housing units each year (vs. 900 per CAG)

2013-2023 Housing Unit Projections

Planned Costs Revenues 2013-2023

Florence Town Council Meeting Minutes May 20, 2013

# Recap

- Roads
  - Lower road fees in Merrill Ranch CFDs (funding major roads)
- Library
  - o Construct a minimum 10,000 sq. ft. library in the next 10 years
  - Fund \$1.68 million from other sources (pay for existing deficiency)
- Parks
  - Cease collecting park fees in Merrill Ranch area (outside service area)
- Fire
  - Lower fees in Merrill Ranch CFDs (funding Anthem station)
- Water/Wastewater
  - No fees in N Florence Improvement District (funding system acquisition)
  - Will need to give credit for developer-installed master plan lines

Discussion occurred on assessment of development impact fees through the building permits, based on construction costs.

Councilmember Celaya inquired if there will be any impact fees to the existing customers and inquired how construction costs will be calculated.

Mr. Mullen stated there will be no impact fees to the existing customers and construction costs are based on the current market. The plan needs to be updated a minimum of every five years; however the plan can be updated sooner if they so choose, especially of construction costs change dramatically. Impact fees can be assessed on redevelopment but it would only be on the portion that is a net increase from what it was there before.

Mayor Rankin inquired about the proposed annexation areas. He inquired how the Town can capture impact fees for parks and if the residents will be excluded from using the existing parks.

Mr. Eckhoff stated that the Town does not have any physical parks in the area that are proposed for annexation. The Town would be able to collect a small fee and the Town would have to pay the remaining costs for the park. If impact fees are collected, the park must be built within a certain time frame. There are also other correlations that must also be met. The Town would fund the majority of the costs for parks in that area.

Discussion occurred on parks within areas to be annexed and how funding can be obtained to serve the deficiency. Discussion also occurred on funding for a library and how revenues from the impact fees can be used.

Councilmember Celaya inquired if the Town could use improvement districts could be utilized for parks.

Mr. Eckhoff stated that improvement districts could be very challenging. He explained various ways for possible funding and ways to address the deficiency.

Florence Town Council Meeting Minutes May 20, 2013 Page 4 of 7 Discussion occurred on the funding and building of a new library.

Mayor Rankin closed the Public Hearing.

Greater Florence Chamber of Commerce presentation of an award to the Pinal County Federal Credit Union for being May's Chamber Business of the Month.

Susan Kerestes, Greater Florence Chamber of Commerce Executive Director, presented Jennifer Nathaniel, Pinal County Federal Credit Union Branch Manager, with the award for May's Chamber Business of the month for their outstanding service to the community and in support of the Chamber.

Ms. Nathaniel stated that they are honored to be chosen as Business of the Month. She stated that the Chamber has been instrumental in the continuous growth of the credit union. They are very proud to be a part of Florence for over 50 years.

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.

# \*Adoption of Resolution No. 1393-13:

Mr. Mark Eckhoff, Community Development Director, read Resolution No. 1393-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, SUPPORTING APPLICATION TO THE TOHONO O'ODHAM NATION FOR STATE-SHARED REVENUE GRANT FUNDS TO PURCHASE A POLICE TRAINING SIMULATOR.

# \*Adoption of Resolution No. 1394-13:

Mr. Mark Eckhoff, Community Development Director, read Resolution No. 1394-13 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 40 THRU 45 INCLUSIVE AND LOTS 63 THRU 65 INCLUSIVE, LOCATED WITHIN THE RE-SUBDIVISION OF ANTHEM ΑT MERRILL RANCH UNIT 18; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING THE SATISFACTORY RECORDATION TO SECURE CONSTRUCTION. OF AND INSTALLATION DEDICATION REQUIRED **IMPROVEMENTS:** ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED: AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

- \*Authorization to enter into an Intergovernmental Agreement Amendment for continued partnership with the Arizona State Parks Board for operation of McFarland State Historic Park.
- \*Appointment of Judy Hughes to the Florence Industrial Development Authority Board, with a term to expire December 31, 2013.
- \*Approval of the April 15 and May 6, 2013, Town Council minutes.
- \*Receive and file the following board and commission minutes:

October 25, 2012 Parks and Recreation Advisory Board minutes.

On motion of Councilmember Montaño, seconded by Councilmember Walter, and carried to approve the Consent Agenda, as written.

# UNFINISHED BUSINESS Ordinance No. 595-13:

Mr. Mark Eckhoff, Community Development Director, read Ordinance No. 595-13 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, TO PROVIDE INCREASES IN NEW RATES AND FEES FOR WATER AND WASTEWATER TREAMENT.

Ms. Guilin stated that the Town held a Public Hearing on May 6, 2013, for the increase of new rates and fees for water and wastewater treatment.

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to adopt Ordinance No. 595-13.

# **CALL TO THE PUBLIC**

There were no public comments.

#### **CALL TO THE COUNCIL**

Councilmember Montaño requested an update on the barricades on Attaway Road.

Councilmember Walter invited everyone to participate in the Town events.

Mayor Rankin stated he attended the grand opening of the National Guard training facility. They have plans to expand the facility on both sides of SH79. They hope to become a training center for the western United States, which will be an asset to the

Florence Town Council Meeting Minutes May 20, 2013 Page **6** of **7** 

Town.	He said he	was also a	approached by	an individual	who	wants to	bring	a business
to Flore	ence, which	would emp	oloyee approxir	mately 52 ped	ple.			

# **ADJOURNMENT**

On motion of Councilmember Woolridge, s carried to adjourn the meeting at 6:53 pm.	seconded	by	Councilmember	Celaya,	and
Tom J. Rankin, Mayor					
ATTEST:					
Lisa Garcia, Town Clerk					
·					
I certify that the following is a true and correct Council meeting held on May 20, 2013, and and that a quorum was present.					
Lisa Garcia, Town Clerk					

# TOWN OF FLORENCE HISTORIC DISTRICT ADVISORY COMMISSION MEETING MINUTES

REGULAR MEETING MINUTES OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, NOVEMBER 28, 2012 AT 6:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

# **CALL TO ORDER**

Chairman Wheeler called the meeting to order at 6:00 pm

# **ROLL CALL:**

Present: Wheeler, Madden, Smith, Reid and Cochran.

# PLEDGE OF ALLEGIANCE

Commissioner Smith lead the Pledge of Allegiance.

# **NEW BUSINESS**

# CASE HDAC-08-12-DR (TOWN OF FLORENCE MONUMENT SIGNAGE)

**PRESENTATION/DISCUSSION/RECOMENDATION** a Design Review application for the Town of Florence downtown Historic District monument sign located at the northwest corner of Main Street and Butte Avenue in Florence, Arizona.

Gilbert Olgin, Town Planner, stated that the National Bank of Arizona (the "Bank") has long played a major role in the business community in the Florence area and has maintained a branch office in an existing building on Main Street since approximately 1997.

In 2005, the Bank purchased property at the northeast corner of Main Street and Butte Avenue for a free standing building. This property is well located at the south entrance to the historic downtown area of Florence. The Bank pursued Historical District Advisory Commission (HDAC) approval and permitting soon thereafter and the Town abandoned 13<sup>th</sup> Street from Main Street to Bailey Street to accommodate their plans. The deep recession put this project on hold for several years. Revamped plans for the project were approved by the HDAC in 2012 and were processed for permitting.

The Bank had a groundbreaking on November 20, 2012 and commenced construction in December, 2012. This particular application pertains only to the monument sign that will be owned and maintained by the Town of Florence on an easement on the Bank property dedicated to the Town of Florence. The Bank will not have any other additional monument signs on their site, but they will have commercial signage attached to their building. The Bank agreed to this sign as part of the right-of-way abandonment and they are aware of the long standing streetscape plans that called for a Town sign on this corner.

Town staff and Fluoresco Sign Company, in conjunction with the Bank, have designed multiple monument sign options that seek to be in concert with the vision of the Historic District, while also serving to promote the historic downtown area and possibly to provide a mechanism for promoting Town events. Town staff and Fluoresco Sign Company, in conjunction with National Bank of Arizona, have designed five separate monument sign options that seek to be in concert with the vision of the Historic District, while also serving to promote the historic downtown area and possibly to provide a mechanism for promoting Town events.

When staff accepts an application, for the Historic District, one of the first tools in a planner's arsenal of educational references (in evaluating a new submittal) is the "Secretary of Interior's Standards for Rehabilitation", which works hand and hand with the Guidelines. The National Park Service created these ten basic principles (Standards) in 1977 to guide owners in preserving the historic integrity of a building.

The Standards, amended in 1990, recognize the need for adapting historic structures, which could perhaps include monument signs, to modern times and therefore allow for changes and new construction that are compatible with the building and/or the designated Historic District.

The Standards for Rehabilitation are general enough that they apply to all architectural styles, periods and building types. The ten standards are intended to be applied in a reasonable manner, taking into consideration economic and technical feasibility of the project.

# The Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Rehabilitation

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships characterizing a property will be avoided.
- 3. Each property will be recognized as a physical record of its time, place, and use. Changes creating a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- 4. Changes to a property having acquired historic significance in their own right will be retained and preserved.
- 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship characterizing a property will be preserved.
- 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships characterizing the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- 10. New additions and adjacent or related new construction will be undertaken in such a manner, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Staff contends that when a new building is constructed in the Historic District, efforts must occur to distinguish the new construction from historic buildings in the District. This rule then also extends to the signage for the new construction. As staff and the HDAC supported a more modern bank building for National Bank of Arizona, including the provision of a drive-thru, staff contends a more modern sign is appropriate for this site. For added perspective, a sign would have to be viewed differently when being placed on a site with an existing historic building, such as the 1891 County Courthouse.

After consulting with other departments, which helped staff to realize the bigger objective of this sign, referring to the Guidelines and reviewing the aforementioned Standards, staff contends sign option D with the EMC is the best sign for this location. That sign complements the building on the site, has appropriate context and meets the other objectives as supported by the Parks and Recreation Department, the Economic Development Coordinator, the Public Information Officer and others. Staff contends that this more modern EMC sign would not infringe on the integrity of the Florence Historic District, but would reinforce the following components of the Florence Townsite Historic District Vision Statement:

- "Promote quality design with an emphasis on small town historical character and future vision."
- "Promote reinvestment and attract new development."
- "Promote downtown as the symbolic and cultural center of the community".

Staff is aware of the differences of opinions on the monument sign concepts and concerns have been raised whether this more modern sign would impact the integrity of the District or establish an unwelcome precedent. Staff corresponded with the State Historic Preservation Office (SHPO) to gain additional insight and direction on this challenging case and SHPO offered the following advice:

 "Jim Garrison (State Historic Preservation Officer) and I (Eric Vondy, Preservation Incentives Programs Coordinator) reviewed and discussed the signs and we concur that none of them are a violation of the Standards (Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Rehabilitation). An electronic message board is acceptable and based on its location probably the best choice."

# Additional Sign Information

This report will generally cover the five options being considered:

Option A

- Option B
- Option C
- Option D
- Option E

# Cabinet Sign Portion

- The manufacturer will fabricate the steel and apply a chemically induced rusting compound that will continue to rust and change the overall appearance of the sign over time. This will have an authentic look and if one was to rub their hand across the sign rust would come off.
- Another option for the cabinet portion is to fabricate the cabinet out of aluminum with a faux rust paint finish. A clear coat would be applied over top to preserve the finish with typical wear and tear caused by the desert southwest conditions.
- These monument sign options do not infringe on Town codes for materials used, but defer from the Guidelines by allowing plastic/acrylic used in a sign.

# **Bricks**

 The intent is to supply red bricks from Florence, Arizona. This has not been completely finalized. If locally sourced bricks are not possible, similar alternatives will be utilized.

# Sign Location

- The proposed sign is located on a busy, off-set and signalized intersection and should have no impact on the visibility of the corner.
- Landscaping in front of the proposed sign will be minimal to prevent landscaping from blocking the sign.
- The proposed monument signs are designed to be out in the elements and brick is already weathered. The reader board/EMC is weatherproof and designed for exterior applications.
- Modern improvements, such as the traffic signal, already exist at the intersection, thus making a more modern sign more compatible for the area.

• This is one of the busier intersections in Florence and currently the most prominent location for promoting Town events and other non-commercial messages.

# Sign Height and Materials

- The sign options do not exceed the 8' height requirement per Town Code, but defer from the Guidelines by exceeding the suggested guideline height of 4' above curb elevation.
- The monument sign options do not infringe on Town code for materials used, but do not satisfy the Guidelines by allowing plastic/acrylic used in a sign.

# Miscellaneous

- This sign is a non-commercial Town-owned sign on an easement dedicated to the Town. Town Codes and the Guidelines generally refer to commercial and private development and not facilities owned by the Town.
- Since this sign has a broader purpose beneficial to the entire Town and not just the Historic District and because Town funds will be necessary to fund the subject sign, staff contends that the Town Council should act on this case in conjunction with the HDAC.
- Use of an EMC or Reader Panel sign would eliminate the banner now being used across Main Street to promote Town events.

Any sign costs and electrical costs (electrical from APS poles to the sign) for this sign not covered by National Bank of Arizona per their agreement to assist the Town with this monument sign as part of our partnership with them on this project. The Bank agreed to provide the Town with a sign easement and basic monument sign, but the larger EMC sign option will likely trigger a financial contribution from the Town. The sign company is developing cost proposals for all sign options and these will be discussed with the Bank. The Town will be responsible for all sign maintenance.

The Town benefits from the proposed monument signage (EMC or Reader Panel) in numerous ways per the following:

1. Electronic message centers allow an unlimited number of message changes and variable controls, all easily completed with a computer. The result is lower labor costs and elimination of the physical liabilities often associated with copy changes on traditional reader boards.

- 2. Electronic Message centers and Reader Panels communicate variable messages as people pass by, allowing greater flexibility in communicating to the public.
- 3. The Town staff can change the message as needed to provide information about specific Town events, thus offering an economic development and tourism benefit, and also can be used for emergency services.
- 4. Software is available that would enables the Town to display sophisticated logos or images on the EMC precisely as planned.
- 5. A direct result from the EMC or Reader Board is increased foot traffic to local Town events.

Staff found that Town of Florence Monument Sign options where in compliance with applicable Town codes and also kept with the general character established for area and the intent of the Historic District Guidelines. Furthermore, staff suggested that the signs with the EMC would be beneficial in promoting the District and community events and would also contribute to economic development and revitalization efforts in the District. Therefore staff hereby recommended that the Option D for approval, for case HDAC-08-12-DR, subject to the following conditions:

- 1. Construction of the Town of Florence monument sign shall conform to the exhibits presented on November 28, 2012, as may be amended by the conditions of approval.
- 2. Option D is the preferred choice, but should costs become prohibitive for the Town, Option B shall be an approved alternative.
- 3. Project to comply with all applicable Town codes, including all applicable Planning, Building Safety, Fire Safety and Engineering requirements.
- 4. Any sign lighting on the property shall be in compliance with applicable light control restrictions.

Commissioner Cochran asked what the back of the monument sign resembles.

Gilbert Olgin answered the sign will have one side which will face south.

Commissioner Reid commented on the desired location and recommended another angle that may benefit more viewing coverage by vehicles. She also was concerned by the height of the proposed signage. Gilbert Olgin reminded the Commission that a new building behind the proposed signage might make the sign seem smaller.

Commissioner Cochran asked about the possibility of combining two of the mentioned options for signage.

Gilbert Olgin recommended that Commission alter the motion and final decision to reflect the combination of the two signs.

Chairman Wheeler asked the Commission what their preference was for the proposed options on the Town monument signage.

Vice-Chair Madden asked what is the final price on the preferred signage to the Town and how much does the sign cost to maintain.

Gilbert Olgin commented that would be dependent on the option chosen by Town Council and the bank was paying for a portion of the funding required on any of the options chosen.

Commissioner Reid asked if the new monument sign would make the Town banners obsolete.

Gilbert Olgin commented that he did not have the answer for that question.

Ray Hartzel, Parks and Recreation Director, stated that he was excited for the possibility of new signage in the said location and recommend the Commission consider the EMC board options. He gave some negative reason as to why the other options may not work for the Town and some pricing information on the current Town banner situation.

Commissioner Smith asked who would pay for the electricity the sign may use.

Mark Eckhoff, Community Development Director, stated that the Town would pay for the power used by the sign.

Commissioner Reid asked about a compromise on two of the proposed options.

Mark Eckhoff commented that the HDAC Commission can direct staff to come up with any combination of sign options they would like and staff could have a sign company present Town Council with the new option rendering.

Commissioner Smith stated that no new EMC Boards would be allowed within the Historic District (besides the one proposed by the Town).

Mark Eckhoff stated that no new EMC Boards would be supported by staff within the Historic District.

Jess Knudson, Deputy Town Manager, reiterated that the Town's intent with the EMC Board was to provide more ways to convey information to the public. He also commented on the expense the banners across Main Street bring every year.

Commissioner Madden asked if the top of the sign would be illuminated.

Gilbert Olgin answered yes.

Chairman Wheeler commented that she would like the sign to be more rectangular and always have a message present on the EMC Board.

Commissioner Smith gave some direction on how the sign should look.

On motion of Commissioner Smith, seconded by Vice Chair Madden and carried to forward a favorable recommendation to Town Council on Option D (with modifications) of a Design Review application for a Town of Florence downtown historic district monument sign.

Commissioners asked for the modified sign rendering to be e-mailed to them.

**CALL TO THE PUBLIC/COMMISSION RESPONSE:** Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Chairman Wheeler opened and closed the call to the public/commission response with no public comment.

# **CALL TO THE COMMISSION**

Commissioner Cochran appreciates the way the HDAC staff reports have incorporated Commissioner comments from the last work session.

Commissioner Reid asked for staff to make sure all Historic Markers have been erected prior to the Florence Home Tour.

# **ADJOURNMENT**

Chairman Wheeler adjourned the meeting at 6:45 pm.

Betty Wha 2 Chairman Wheeler

# FLORENCE COMMUNITY LIBRARY

# Joint-Use Library Advisory Board

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

# Minutes

Regular Meeting March 20, 2013 – 6:00 p.m.

- 1. The meeting was called to order at 6:01 pm by Chairperson Kollert.
- 2. Members present were: Sheree Berger, Talma Harmon, Eugene Horan, Denise Kollert, Hermalene Wick, Kamian Harmon, Tara Walter, and Vallarie Woolridge. Library Director Rose Bebris was attending training in Prescott; Librarian Jasper Halt attended the meeting in her stead.
- 3. Motion made by Member Wick, seconded by Member Berger, and carried to approve the December 19, 2012 minutes.
- 4. The Library Director's report included the following:
  - The library district's ILS was upgraded to Polaris 4.1 on Wednesday, January 30.
  - The library offers reproducible books of Arizona State tax forms. Copy price is 10 cents per page.
  - The Florence Community Library, as a Pinal County Library District affiliate library, will soon be getting Zinio, a digital newsstand. The Arizona State Library has approved allocating LSTA funds to purchase access to Zinio magazines for the rural and tribal libraries.
- 5. The next meeting was scheduled for April 17, 2013.
- 6. The meeting was adjourned at 6:12 pm by Chairperson Kollert.

Respectfully submitted,

Talma Harmon, Secretary

Approved,

Denise Kollert, Chairperson

# FLORENCE COMMUNITY LIBRARY

# **Joint-Use Library Advisory Board**

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

# **Minutes**

Regular Meeting April 17, 2013 – 6:00 p.m.

- 1. The meeting was called to order at 6:03 pm by Chairperson Kollert.
- 2. Members present were: Sheree Berger, Talma Harmon, Eugene Horan, Denise Kollert, Hermalene Wick, Kamian Harmon, and Rosemary Bebris.
- 3. Motion made by Member Wick, seconded by Member Horan, and carried to approve the March 20, 2013 minutes.
- 4. The Library Director's report included the following:
  - Winners of the 16<sup>th</sup> Annual Bookmark Contest were honored at the Bookmark Awards Ceremony on Friday, April 12, at 6:00pm.

1st Place WinnerDaylon Aguilar10th GradePoston Butte2nd Place WinnerMcKenna Wright9th GradePoston Butte3rd Place WinnerCheyenna Yost11th GradePoston Butte

Honorable Mention: Logan Meyer, Circle Cross Ranch; Addison Cluff, Anthem; Guage Froman, Florence K-8; Bella Sergio, Circle Cross Ranch; Kaya Smith, Skyline Ranch; Miki Ysaguirre, Florence K-8; Hannah Demeter, Skyline Ranch; Taylor Lujan, Walker Butte; Savannah Klotz, Walker Butte; Madison Nelson, Poston Butte; Caitlin Thomas, Poston Butte; Katelyn Peterson, Poston Butte, Natasha Sichling, Florence H.S.

- FCL will celebrate Children's Day on Saturday, April 27<sup>th</sup> from 1:00 3:00 p.m. Lindsay Marshall, an attorney and Director of the Florence Immigrant & Refugee Rights Project, will read her book Solar System Soup. The reading will be followed by craft, snacks, and raffle.
- 5. The next meeting was scheduled for May 15, 2013.
- 6. The meeting was adjourned at 6:25 pm by Chairperson Kollert.

Respectfully submitted,

Rosemary Bebris, Library Director

Approved,

Denise Kollert, Chairperson

# TOWN OF FLORENCE PLANNING AND ZONING COMMISSION REGULAR MEETING MINUTES

MEETING MINUTES OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, FEBURARY 7, 2013 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

# CALL TO ORDER

Meeting was called to order by Chairman Wooley at 6:00 PM.

# ROLL CALL:

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

# PLEDGE OF ALLEGIANCE

Chairman Wooley led the Pledge of Allegiance.

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the special meeting conducted September 6, 2012.

On motion of Vice-Chair Putrick, seconded by Commissioner Reed and carried to approve the meeting minutes of September 6, 2012.

# **PUBLIC HEARING**

CASE PZC-02-13-ORD (INDUSTRIAL AND OTHER LAND USES TEXT AMENDMENT)

PRESENTATION/DISCUSSION/RECOMMENDATION of a Text Amendment application by the Town of Florence amending the Town of Florence Code of Ordinances. More specifically, an Ordinance of the Town of Florence, Pinal County, Arizona amending Title XV: Land Usage, Chapter 150 Development Code, Sections 150.031 Defined Words, 150.047 District Use Regulations Tables (A), 150.047 District Use Regulations Tables (B), 150.048 Rural Agricultural (RA-10), 150.049 Rural Agricultural (RA-4), 150.064 Light Industrial (LI) and 150.065 Heavy Industrial (HI). (PZC-02-13-ORD)

Gilbert Olgin, Town Planner stated, The Town's Development Code should be reviewed on a regular basis and updated to provide greater

Planning and Zoning Commission Meeting Minutes February 7, 2013 Page 1 of 5 clarification where needed and too remove redundancies and address deficiencies that are noted over time. The Mayor and Town Council conducted a work session addressing various proposed text amendments to the Development Code that would be pursued and this amendment reflects the direction provided to staff at the work session.

Major changes proposed are summarized as follows:

- 1. To formalize the past zoning interpretation the Community Development Director, which was also discussed and validated during the recent zoning process for the proposed CCA expansion, staff is proposing that correctional facilities and similar uses be specifically defined in the Development Code and listed in the use tables. This change is consistent with past operating procedures and the Town's General Plan.
- 2. Per the direction of Council, staff is proposing more clarity regarding agricultural and farming uses. These changes continue to support general farming and agricultural uses, but place limitations on more industrial and intense types of uses such as dairies, slaughterhouses and similar uses that could have dramatic impacts (noise, odors, etc.) to surrounding properties.
- 3. To reduce the potential for conflicting interpretations, various uses that were already listed in the land use tables were removed from their respective district sections.
- 4. Church and public schools were removed from the land use tables based on provisions of State and Federal laws. Public schools are not subject to zoning and churches may locate in any zoning district by right, subject to complying with basic development standards.
- 5. Where some uses were identified in the Code, but not defined and their definition could be open for interpretation, staff proposed new definitions. Staff is proposing commonly accepted definitions of big box retail, manufacturing and light manufacturing. This also changes the terminology used for manufacturing uses.
- 6. Staff is also proposing the removal of the current definition for restaurant so that restaurants simply fall into two categories: sit down or drive-thru.
- 7. Other minor changes reflect suggestions made over time by the Mayor and Town Council, Planning and Zoning Commission, Historic District Advisory Commission and Economic Development Coordinator.

These changes will complement recent text amendments processed, including those for the DC Zoning District. Other changes are being worked on at this time and will be presented for discussion at a later date. Staff recommends approval of the proposed text amendment.

Chairman Wooley opened and closed the public hearing with no public comment.

Commissioner Reed asked if the CCA was expanding with the new immigration reform. Both Geo and CCA are making record profits and I am worried about the Town coffers and the General Fund.

Mr. Olgin, stated that staff has not received any plans or submittals for potential expansion regarding the issue. Once any expansion plans become public record, staff will inform the Commission. There have been plans submitted in the past by Geo, but they were halted.

Commissioner Anderson asked about the tables under 150.047 and what the letters, underlining and strikethroughs were intended for. Specifically, what did G mean under the table?

Mr. Olgin answered that staff has proposed to change the table since these uses are being changed in the table. The strikethrough shows what is being removed, underline shows what is being added, and the letters pertain if the use is permitted, not allowed or conditional use within the district. In the case of the letter G, it should reflect as the letter C, meaning conditional use. The strikethrough does make it look like the letter G.

Commissioner Anderson asked about the tables and agricultural changes. He also noticed in 150.048 RA-10 is primarily gutted and also commented that he noticed the same with the tables. The same applies for the next agriculture section 150.049. On page three, there is nothing there except for church and feedlots.

Mr. Olgin stated that it was being interrupted by the next page and continues on the following page. What exist now within the text, staff listed purpose, permitted and conditional uses. These uses did not always follow what was stated on the table. This would cause misunderstandings and discrepancies on what was allowed. Staff took all the permitted uses out of the list to have one area to go to for uses. If you wish to see what uses are permitted now, you would look under the table of what is permitted in this zone.

Commissioner Anderson, stated, I understand that, but the table does not have any other uses on the list for RA-10? Why don't we have the full tables in our packet?

Planning and Zoning Commission Meeting Minutes February 7, 2013 Page 3 of 5 Mr. Olgin, commented that's when the Code is adopted by Council, then customers would have the ability to view the full table. The Code has two tables that address both residential and commercial in the Code. For tonight, staff did not add the full table because it is not being addressed within this text amendment.

Heath Reed, Senior Planner and Chairman Wooley both noted that the tables are in the Code and are addressed. The reason why they are not in the packet is because they are not being changed. The text amendment is focusing on the areas that are being changed within the Code.

Mr. Olgin, mentioned that what is present is a portion of the tables where this text amendment is being changed. Staff purposely submitted the report in this manner to limit confusion and to make sure the meeting stays on track on what is being changed. If you come to us for a residential question, staff goes to the table for residential uses from RA-10 to PUD. The same goes with commercial, staff goes to the commercial table to answer the questions. This makes the code unified and simpler to find one answer.

Commissioner Anderson asked if cemeteries are within the RA-10 table.

Mr. Reed stated that it is addressed in the table and where it can be found. Then he proceeded to read what is allowed under RA-10 to the commission.

Chairman Wooley asked about statement seven (7) on staff report. Can we go into a little more in detail. The Commission is approving something that is really not there. What changes are we making? Number seven is a little vague.

Mr. Olgin, addressed the Commissioners question.

Commissioner Anderson asked about 150.049 RA-10, within this code, it states a more intense use. What is a more intense use?

Mr. Olgin re-stated the question and said a more intense use would be interpreted as slaughter house, pig farm, or commercial uses within a farm.

Commission Anderson moved to approve the text amendment under the condition that Section 150.047, both Tables A and B be added to the packet for council to review of the text amendment.

On motion of Commissioner Anderson, seconded by Vice-Chair Putrick and carried to forward a favorable recommendation to Town Council on a text amendment application by the Town of Florence amending the Town of Florence Code of Ordinances. More specifically, an Ordinance of the Town of Florence,

Pinal County, Arizona amending Title XV: Land Usage, Chapter 150 Development Code, Sections 150.031 Defined Words, 150.047 District Use Regulations Tables (A), 150.047 District Use Regulations Tables (B), 150.048 Rural Agricultural (RA-10), 150.049 Rural Agricultural (RA-4), 150.064 Light Industrial (LI) and 150.065 Heavy Industrial (HI). (PZC-02-13-ORD)

# 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.

# CALL TO THE COMMISSION

Commissioner Anderson asked about the Town sign on the National Bank of Arizona site and why the Commission did not get to see more than just a presentation.

Just Wooler

# ADJOURNMENT

Chairman Wooley adjourned the meeting at 6.23 PM.

Chairman Wooley

# TOWN OF FLORENCE PLANNING AND ZONING COMMISSION REGULAR MEETING MEETING MINUTES

REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, FEBRUARY 21, 2013 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

# CALL TO ORDER:

Chairman Wooley called the meeting to order at 6 pm.

# **ROLL CALL:**

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

# PLEDGE OF ALLEGIANCE:

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the special meeting conducted October 4, 2012 and the regular meeting conducted November 15, 2012.

On motion of Commissioner Petty, seconded by Vice-Chair Putrick and carried to approve of the minutes of the special meeting conducted October 4, 2012 and the regular meeting conducted November 15, 2012.

#### **NEW BUSINESS:**

CASE PZC-03-13-DR (FLORENCE SUPER STOP CONVENIENCE STORE)

PRESENTATION/APPROVAL/DISAPPROVAL of a Design Review application for Florence Super Stop located at the southeast corner of Diversion Dam Road and Pinal Parkway in Florence, Arizona.

Heath Reed, Senior Planner stated, tonight staff has a presentation of the Florence Super Stop gas station/convenience store/car wash. The site is located at the southeast corner of Diversion Dam Road and Pinal Parkway. It will sit at one of the busiest and most visible intersections in the core of Florence. The 1.52 acre site is zoned B-2 Highway Business Commercial, which allows the facility as a principally permitted use.

Planning and Zoning Commission Meeting Minutes February 21, 2013 Page 1 of 5 The site meets the parking requirements for spaces and is ADA compliant. Staff notes that the site meets all requirements pertaining to setbacks, building heights and landscaping standards.

Vehicular ingress/egress will be from two access points located at the southwest corner of the site along Pinal Parkway and at the northeast corner of the property next to the car wash along Diversion Dam Road.

The 4,141 square foot convenience store was designed with a southwestern/territorial architectural theme with varying heights and materials for visual interest. The architectural style and colors are complementary to the adjacent commercial facilities and unique touches are appropriate for the core of Florence.

The car wash is 1,414 square foot facility that sits adjacent to the convenience store and has the same architectural style. The access to the car was is on the south side of the convenience store which goes behind the convenience store. This design allows for easy access and can handle long lines without disrupting circulation of the site. Vehicles exit towards the fueling canopy along the north side of the site. The car wash will be the first of its kind in the Town and will be a nice amenity to the community. The fueling canopy is 17 feet high and has 12 fueling stations, totaling of 6 pumps.

The applicant also included signage for this facility, including attached wall signage and a single monument sign. The wall sign will be located on the front of the building facing Pinal Parkway and will be centered on the top of the building. The proposed monument sign will be located near the corner of Pinal Parkway and Diversion Dam Road so that a single sign can be visible to traffic on both adjacent roadways. The monument, which will be set back at least five feet from the property lines and out of the vision triangle, will include an architectural base complementing the convenience store materials and colors. A digital readout will be used to display the fuel prices. All signage will be in conformance with Town codes.

Staff finds the request is in compliance with applicable Town Codes and recommends approval of the Design Review application subject to the following conditions:

- Design Review approval shall expire in one year from this approval (March 1, 2014) if a building permit is not issued for the subject construction within said period.
- 2. Project shall comply with all applicable Town Codes, including all applicable building, fire and engineering codes.

- 3. Any exterior lighting on the property and on the buildings shall be in compliance with applicable light control restrictions.
- 4. All utility boxes, back-flow preventers and similar equipment shall be painted to match the surrounding buildings.
- 5. Final sign details and placement will be subject to review as part of the sign permit.
- 6. Final grading and drainage plans and the Traffic Impact Analysis are subject to the review and approval of the Town Engineer and such approvals might result in minor modifications to the proposed site plan.
- 7. A landscape curbing border shall be used to separate the subject site from the adjacent parcel to the south side of the site.
- 8. A bike rack shall be provided near the front of the convenience store.
- 9. A six foot tall complementary masonry wall shall be provided along the rear (east) property line, unless the Town Engineer determines that this interferes with utilities in this area.
- 10. Trees shown within the rear (east) utility easement shall be located outside of the easement.
- 11. Fractured granite rip rap shall be used at the bottom of retention basins and swales.
- 12. Landscape improvements shall extend to the pavement edge/curbing along both adjacent frontages. This can be limited to decomposed granite along the Pinal Parkway frontage.
- 13. Any roof-mounted HVAC equipment shall be screened from street view by the building's architectural parapet.
- 14. Compliance with this Design Review approval shall be required prior to issuance of Final Certificate of Occupancy.

Commissioner Anderson asked, what "finished floor elevation" meant and Mr. Eckhoff responded.

Commissioner Anderson asked about the storage tanks and the requirements for them.

Planning and Zoning Commission Meeting Minutes February 21, 2013 Page 3 of 5 Richard Couch, one of the owners of Reay's Ranch Investors and of this station. Your question concerning the underground tanks, yes, there is going to be two of them. One is 15,000 gallon and other one is 12,000 gallon. We normally split the 12,000 gallon tank, we put 6,000 of premium, and 6,000 of diesel in it. The premium is mixed with unleaded and that is how you get mid-grade.

A one minor correction on the dispensers. There actually are 6 fuel dispensers fueling from both sides, so there are 12 fueling points and only 6 dispensers. As far as the tanks themselves and the lines are all double wall fiberglass. The installation is overseen and approved by ADEQ and the State Fire Marshal. We carry pollution insurance if something should happen. We currently do not have any leaking underground storage issues in our company.

Commissioner Reed asked due to the correctional facilities emptying out onto the highway, will your use at this site add to traffic?

Mr. Eckhoff answered that the applicant has submitted a traffic impact analyst's for the site. Staff will be evaluating the report along with ADOT and looking at signalization of this intersection and street improvements on Pinal Parkway and Diversion Dam Rd. The property owner Ken Barber has been working with the Town on street improvements along Diversion Dam Rd.

Chairmen Wooley asked, about the traffic impacts and the role of public works?

Mr. Eckhoff answered that both Public Works and ADOT will work on this because a state highway is involved. To the greatest extent possible staff wants to coordinate as much as possible. Staff wants to work with Richard and the folks here to get the facility up and running as soon as possible because it's a vital development on that corner.

Chairmen Wooley asked the applicant if he had seen the fifteen staff recommendations set forth and if he concurred with them?

Richard Couch said he has and he agrees.

On motion of Commissioner Petty, seconded by Commissioner Anderson and carried to approve a Design Review application for Florence Super Stop located at the southeast corner of Diversion Dam Road and Pinal Parkway in Florence, Arizona.

# 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.

# CALL TO THE COMMISSION

Commissioner Anderson asked about the sign at the bank.

# **ADJOURNMENT**

Chairman Wooley adjourned the meeting at 6:15 pm.

POSTED ON THE 22nd DAY OF FEBURAY, 2012 BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT <u>WWW.FLORENCEAZ.GOV</u> WEB SITE.

Jest Wooley

Chairman Wooley



# TOWN OF FLORENCE COUNCIL ACTION FORM

# AGENDA ITEM 14a.

MEETING DATE: June 17, 2013

**DEPARTMENT:** Administration

STAFF PRESENTER: Jess Knudson, Assistant Town

Manager

SUBJECT: IGA Between the Town of Florence and ADOT for

the Design of a New Intersection at SR 287 and SR 79b

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

# **RECOMMENDED MOTION/ACTION:**

IGA Between the Town of Florence and ADOT for the Design of a New Intersection at SR 287 and SR 79b and to Provide Authorization to the Town Manager to Further Negotiate the Terms of the Agreement, If necessary.

# **BACKGROUND/DISCUSSION:**

The Town of Florence receives TIP dollars for transportation projects through Central Arizona Association of Governments (CAG). Town staff has drafted an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to use the funds for the design of a new intersection at SR 287 and SR 79b, also known as the "Y" intersection.

The anticipated cost of the project totals \$649,812.30, of which the Town's share of the project is \$46,469.30, which covers the match and ADOT design fees.

In the IGA, ADOT agrees to acquire the services of a private firm to work with ADOT on the necessary requirements of the project, including the design of a new intersection, which likely will be a roundabout. The Town will have the necessary input needed to ensure the design meets the needs of the Town.

#### **UPDATE**

On June 3, 2013, the Florence Town Council directed Town staff to renegotiate the terms of the IGA. Specifically, the Town Council wanted to renegotiate the requirement for the Town to assume the financial responsibility to construct and maintain the improvements made at the intersection. In addition, the Town Council wanted to limit the Town's liability identified within the contract.

Town staff has successfully negotiated with ADOT to remove two of the three concerns raised by the Town Council at the June 3, 2013 Town Council meeting. The updated

IGA no longer obligates the Town to pay for the construction of the new intersection or to maintain the new intersection after construction. The IGA is simply now a contract to complete the design of the intersection.

While it is likely that the Town will need to fully or partially pay for the construction of the intersection if the Town wants to see improvements made in the next few years, that is a decision the Town can make at a later date.

At the time of the agenda deadline, Town staff is still negotiating with ADOT on additional changes to the IGA. Town is asking that ADOT remove the text in Section III Miscellaneous Provisions that obligates the Town to indemnify the State's independent contractors. Town staff will continue to negotiate the removal of this language after the deadline for the agenda has past. Town staff is asking that if the Town Council approves the IGA, it provides the Town Manager with the authority to further negotiate the IGA with ADOT to maximize the Town's ability to modify the IGA in the Town's best interest even after the Town Council approves the IGA. This is only necessary if staff has not successfully negotiate this change at the time of the June 17, 2013 Town Council meeting.

It is vitally important for the Town Council to take action on this item, if they wish to move forward on this project, before June 21, 2013 to ensure successful execution of this IGA by the Town and ADOT. Any delays after June 21, 2013 would significantly increase the chances that the Town of Florence and the CAG region would lose out on the \$603,343 earmarked for the Town of Florence.

# FINANCIAL IMPACT:

The initial financial impact to the Town to enter into the IGA with ADOT is \$46,469.30.

# **STAFF RECOMMENDATION:**

Staff recommends the execution of an IGA between the Town of Florence and ADOT for the design of a new Intersection at SR 287 and SR 79b and to provide authorization to the Town Manager to further negotiate the terms of the agreement, if necessary.

# ATTACHMENTS:

**IGA** 

ADOT File No.: IGA/JPA 12-054I AG Contract No.: P001 2012001857 Project: Intersection Improvement Section: SR287 and SR79B

Federal Project No.:

ADOT Project No.: SZ04103D/01D

TIP/STIP No.: FLO 1301D Budget Source Item No.: N/A

#### INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF FLORENCE

THIS AGREEMENT is entered into this date	, 2013, pursuant to
the Arizona Revised Statutes §§11-951 through § 11-954, as amended, be	tween the STATE OF
ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the	"State" or "ADOT") and
the TOWN OF FLORENCE, acting by and through its MAYOR and TOWN COU	NCIL (the "Town"). The
State and the Town are collectively referred to as "Parties."	,

# I. RECITALS

- 1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- 2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
- 3. The work proposed under this Agreement consists of the evaluation and design of intersection improvements to the intersection of the State Route 287 (SR287) and State Route 79B (SR79B), hereinafter referred to as the "Project". The State will administer the design of the Project.
- 4. The Project lies within the boundary of the Town and has been selected by the,Town, and the survey of the project site has been completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
- 5. The Town, in order to obtain federal funds for the design of the Project, is willing to provide Town funds to match federal funds in the ratio required or as finally fixed and determined by the Town and FHWA.
- 6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The State shall be the designated agent for the Town.

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7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

8. The federal funds will be used for the scoping/design of the Project. The estimated Project costs are as follows:

#### SZ04103D 01D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 603,343.00
Town's match @ 5.7%	\$ 36,469.30
Design review fee (SZ041 01D)*	\$ <u>10,000.00</u>

Subtotal – Scoping/Design

\$ 649.812.30

The Parties acknowledge that the final Project amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

# **II. SCOPE OF WORK**

- 1. The State will:
- a. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the Town for the State's design review fee, currently estimated at \$10,000.00 and the Town's estimated share of the Project, currently estimated at \$36,469.30. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.
- b. Upon receipt of the design review fee and the Town's estimated share of the Project costs, currently estimated at \$36,469.30, on behalf and with consent of the Town, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the Town as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right-of-way clearance after review of the Consultant's right-of-way submittal.
- c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

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#### 2. The Town will:

a. Upon execution of this Agreement, designate the State as authorized agent for the Town.

- b. Upon execution of this Agreement, prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at \$10,000.00 and the Town's estimated share of the Project, currently estimated at \$36,469.30. Be responsible for any difference between the estimated and actual design review costs.
- c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.
- d. Enter into an agreement with the State for the use of one of the Consultants to provide services as required and requested throughout the development of the Project including the construction phase of the Project.
- e. Monitor, and as required, be involved with all right-of-way activities and functions performed by the Consultant, including, but not specifically limited to, right-of-way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.
- f. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding, including the State's design review fee separately billed by the State and included in the Cost Estimate. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs.
- g. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town, if applicable.
- i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.
- j. Hereby grant the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the Town. Such changes require the prior approval of the State and FHWA. Be responsible for any

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contractor claims for additional compensation caused by Project delays attributable to the Town. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

I. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

#### **III. MISCELLANEOUS PROVISIONS**

- 1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to complete said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
- 2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the Town and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.
- 3. The cost of work covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.
- 4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).
- 5. The Town and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
- 6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
  - 7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

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8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

- 9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- 11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
- 12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E Phoenix, Arizona 85007 (602) 712-7124 (602) 712-3132 Fax Town of Florence Attn: Wayne Costa 775 N. Main Street P.O. Box 2670 Florence, Arizona (928) 868-7558 (928) 868-7558 Fax

- 13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
- 14. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
- 15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF FLORENCE

STATE OF ARIZONA
Department of Transportation

By \_\_\_\_\_\_
TOM RANKIN
Mayor

ATTEST:

By \_\_\_\_\_
LISA GARCIA

Town Clerk

#### IGA/JPA 12-054I

#### ATTORNEY APPROVAL FORM FOR THE TOWN OF FLORENCE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF FLORENCE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this

day of

, 2013.

Town Attorney



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 15a.

MEETING DATE: June 17, 2013

**DEPARTMENT:** Human Resources

**STAFF PRESENTER:** Scott Barber, HR Director

**SUBJECT:** FY 2013-2014 Employee Compensation Plan

$\triangle$	Action
	Information Only
	Public Hearing
$\boxtimes$	Resolution
	Ordinance
	☐ Regulatory
	☐ 1 <sup>st</sup> Reading
	☐ 2 <sup>nd</sup> Reading
	A

Other

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

Resolution No. 1402-13: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE FY2013-2014 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS, AND DECLARING AN EMERGENCY.

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

Each year as part of the fiscal budget consideration and approval process, Council is requested to approve the employee classification and compensation plans for the upcoming year. This includes new position classifications that are included in the budget proposal and the pay ranges assigned to them

#### FY2013-2014 COMPENSATION/CLASSIFICATION STRUCTURE

The recommended <u>Employee Classification Plan – (Salary Range Order)</u> identifies in descending Grade order, positions by job title, and the salary range Minimum, Midpoint, and Maximum. This includes:

- Fair Labor Standards Act (FLSA) position status.
  - E = Exempt / Salaried Position.
  - NE = Non-Exempt / Hourly Position, over-time eligible
- Covered / Non-Covered position status
  - NC = Non Covered. Position is classified as At-Will.
  - C = Covered. Position is <u>not</u> At-Will. Incumbent has appeal rights under Town Policy.
- Adding five (5) classification titles as follows:
  - 1. Assistant Town Manager (assigned Grade Range 59)
  - 2. Associate Town Attorney (assigned Grade Range 57)
  - 3. Facilities Manager (assigned Grade Range 40)
  - 4. Utilities Director (assigned Grade Range 64)
  - 5. Fire Battalion Chief (assigned Grade Range 54)

Subject: 2013-014 Compensation Plan Meeting Date: June 17, 2013

- Changing FLSA Exemption Status on classifications as already approved through the adoption of the new personnel policy.
- Merit increases for all Town personnel; up to 4% based on performance. Annual Performance Evaluations are performed based on the employee's anniversary date.

#### **FINANCIAL IMPACT:**

The estimated financial impact is included in the FY2013-2014 budget proposal.

#### **STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution No.1402-13 approving:

- FY2013-2014 Salary Schedule (no change from past year).
- FY2013-2014 Employee Classification Plan
- Merit Increases for all full-time and part-time staff for FY2013-2014 at a rate of up to 4%, based on performance.

#### **ATTACHMENTS:**

Resolution No. 1402-13 Town of Florence, FY2013-2014 Classification Plan Town of Florence, FY2013-2014 Salary Schedule

Subject: 2013-014 Compensation Plan Meeting Date: June 17, 2013

Page 2 of 2

#### **RESOLUTION NO 1402-13**

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE RECOMMENDED TOWN OF FLORENCE FY2013-2014 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS, AND DECLARING AN EMERGENCY.

**WHEREAS**, it has been brought to the attention of the Mayor and Council that it is recommended all full-time and part-time staff members receive up to a 4% Merit Increase, based on performance, during FY 2013-2014; and .

**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 proposed employee classification plan and compensation plan effective July 1, 2013; and

**WHEREAS,** it has been brought to the attention of the Mayor and Council that it is necessary and desirable that the Town of Florence establish new classifications within the Town of Florence Classification Plan dated July 1, 2013.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Town Council of Florence, Arizona, hereby adopts the Employee Classification and Compensation Plans for Fiscal Year 2013-2014;

**BE IT FURTHER RESOLVED** that it is necessary for the preservation of the peace, health and safety of the Town of Florence, Arizona that an emergency is declared to exist and this Resolution shall therefore be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council this 17th day of June, 2013.

	Tom J. Rankin, Mayor
ATTEST:	APPROVED AS TO FORM:
Lisa Garcia, Town Clerk	James F. Mannato, Town Attorney

		Effective 07/01/2013					Covered /
Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum		FLSA	Non- covered
Town Manager		CON	TRACT				
Town Magistrate		CON	TRACT				
* Town Attorney		CON	TRACT				
Deputy Town Manager	69	\$80,919	\$105,089	\$129,260		Е	NC
* Police Chief	68	\$78,945	\$102,526	\$126,107		E	NC
* Public Works Director	67	\$77,020	\$100,026	\$123,031		E	NC
* Fire Chief	66	\$75,141	\$97,586	\$120,031		E	NC
* Finance Director	65	\$73,308	\$95,206	\$117,103		E	NC
Utilities Director	64	\$71,520	\$92,884	\$114,247			
* Community Development Director	63	\$69,776	\$90,618	\$111,460		E	NC
* Parks & Recreation Director	62	\$68,074	\$88,408	\$108,742		Е	NC
	61	\$66,414	\$86,252	\$106,090			
* Human Resource Director	60	\$64,794	\$84,148	\$103,502		Е	NC
Assistant Town Manager	59	\$63,214	\$82,096	\$100,978		Е	NC
Deputy Public Works Director	59	\$63,214	\$82,096	\$100,978		Е	NC
* Information Technology Manager	59	\$63,214	\$82,096	\$100,978		Е	NC
* Police Lieutenant	58	\$61,672	\$80,093	\$98,515		Е	NC
Associate Town Attorney	57	\$60,168	\$78,140	\$96,112		Е	NC
Senior Civil Engineer	57	\$60,168	\$78,140	\$96,112		Е	NC
* Town Clerk	56	\$58,700	\$76,234	\$93,768		E	NC
* Library Director	55	\$57,268	\$74,375	\$91,481		Е	NC

		Effective	07/01/2013			Covered /
Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum	FLSA	Non- covered
						•
Fire Battalion Chief	54	\$56,960	\$72,561	\$88,161	E	NC
Fire Marshal	54	\$56,960	\$72,561	\$88,161	E	NC
Special District Manager	53	\$55,571	\$70,791	\$86,011	Е	NC
	52	\$54,215	\$69,064	\$83,913		
* Senior Planner	51	\$52,893	\$67,380	\$81,866	Е	NC
* GIS Coordinator	50	\$51,603	\$65,736	\$79,870	Е	NC
* Police Sergeant	50	\$51,603	\$65,736	\$79,870	NE	С
* Public Works Superintendent	50	\$51,603	\$65,736	\$79,870	E	NC
Assistant to Town Manager	49	\$50,344	\$64,133	\$77,922	Е	NC
Network Analyst	49	\$50,344	\$64,133	\$77,922	E	C
Police Support Services Manager	48	\$49,116	\$62,569	\$76,021	Е	NC
* Public Works Project Manager	48	\$49,116	\$62,569	\$76,021	E	NC
Economic Development Coordinator	47	\$47,918	\$61,043	\$74,167	Е	NC
* Grants Coordinator	47	\$47,918	\$61,043	\$74,167	E	NC
* Utility Superintendent	47	\$47,918	\$61,043	\$74,167	E	NC
* Associate Engineer	46	\$46,750	\$59,554	\$72,358	Е	С
* Fire Captain	46	\$46,750	\$59,554	\$72,358	NE	С
* Police Detective	46	\$46,750	\$59,554	\$72,358	NE	С
	45	\$45,610	\$58,101	\$70,593		
Town Planner	44	\$44,497	\$56,684	\$68,871	Е	С
* Court Administrator	43	\$43,412	\$55,302	\$67,191	Е	NC
* Senior Building Inspector	42	\$42,353	\$53,953	\$65,553	Е	С
* Certified Police Officer	42	\$42,353	\$53,953	\$65,553	NE	С
* Public Safety Communications Supervisor	42	\$42,353	\$53,953	\$65,553	NE	С
	41	\$41,320	\$52,637	\$63,954		
Facilities Manager	40	\$40,312	\$51,353	\$62,394	NE	С
* Fire Engineer	40	\$40,312	\$51,353	\$62,394	NE	С
* Accountant	39	\$39,329	\$50,101	\$60,872	NE	С

		Effective	07/01/2013			Covered /
Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum	FLSA	Non- covered
Crime Analyst	38	\$38,370	\$48,879	\$59,387	NE	С
<ul> <li>* Information Technology Technician</li> </ul>	38	\$38,370	\$48,879	\$59,387	NE	С
Maintenance Foreman	38	\$38,370	\$48,879	\$59,387	NE	С
* Deputy Town Clerk	37	\$37,434	\$47,686	\$57,939	NE	С
Human Resource Coordinator	37	\$37,434	\$47,686	\$57,939	NE	С
* Building Inspector	36	\$36,521	\$46,523	\$56,526	NE	С
Field Foreman	36	\$36,521	\$46,523	\$56,526	NE	С
* Firefighter	36	\$36,521	\$46,523	\$56,526	NE	С
* Parks Maintenance Foreman	36	\$36,521	\$46,523	\$56,526	NE	С

		Effective	07/01/2013			Covered /
Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum	FLSA	Non- covered
	35	\$36,992	\$45,389	\$53,786		
Senior Treatment Plant Operator	34	\$36,089	\$44,282	\$52,474	NE	С
Public Safety Dispatcher, Lead	34	\$36,089	\$44,282	\$52,474	NE	С
* Office Supervisor	34	\$36,089	\$44,282	\$52,474	NE	С
* Recreation Coordinator	34	\$36,089	\$44,282	\$52,474	NE	С
Senior Center Coordinator	34	\$36,089	\$44,282	\$52,474	NE	С
* Payroll Specialist	33	\$35,209	\$43,202	\$51,194	NE	С
* Auto Mechanic	32	\$34,350	\$42,148	\$49,945	NE	С
* Code Compliance Officer	32	\$34,350	\$42,148	\$49,945	NE	С
* Public Works Maintenance Worker III	32	\$34,350	\$42,148	\$49,945	NE	С
Sanitation Worker III	32	\$34,350	\$42,148	\$49,945	NE	С
* Librarian	31	\$33,513	\$41,120	\$48,727	NE	С
Engineering Technician Assistant	30	\$32,695	\$40,117	\$47,539	NE	С
* Public Safety Dispatcher	30	\$32,695	\$40,117	\$47,539	NE	С
* Police Evidence Technician	30	\$32,695	\$40,117	\$47,539	NE	С
* Administrative Assistant	29	\$31,898	\$39,138	\$46,379	NE	С
Senior Court Clerk	29	\$31,898	\$39,138	\$46,379	NE	С
* Water Plant Operator	29	\$31,898	\$39,138	\$46,379	NE	С
Assessment Specialist	28	\$31,120	\$38,184	\$45,248	NE	С
* Recreation Programmer	28	\$31,120	\$38,184	\$45,248	NE	C
Utility Service Representative	28	\$31,120	\$38,184	\$45,248	NE	С
* Wastewater Treatment Plant Operator	28	\$31,120	\$38,184	\$45,248	NE	С
* Permit Specialist	27	\$30,361	\$37,253	\$44,144	NE	С
* Utility Systems Operator	27	\$30,361	\$37,253	\$44,144	NE	С
Parks Maintenance Worker II	26	\$29,620	\$36,344	\$43,068	NE	С
* 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	С

		Effective	07/01/2013	Effective 07/01/2013				
Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum		FLSA	Non- covered	
* Municipal Court Clerk	23	\$28,687	\$33,749	\$38,811		NE	С	
* Parks Maintenance Worker I	22	\$27,987	\$32,926	\$37,865		NE	С	
* Police Records Clerk	22	\$27,987	\$32,926	\$37,865		NE	С	
<ul> <li>Public Works Maintenance Worker I</li> </ul>	22	\$27,987	\$32,926	\$37,865		NE	С	
Sanitation Worker I	22	\$27,987	\$32,926	\$37,865		NE	С	
* Library Assistant	21	\$27,304	\$32,123	\$36,941		NE	С	
* Office Assistant	21	\$27,304	\$32,123	\$36,941		NE	С	
Public Works Operations Technician	21	\$27,304	\$32,123	\$36,941		NE	С	
Senior Center Assistant	21	\$27,304	\$32,123	\$36,941		NE	С	
	20	\$26,638	\$31,339	\$36,040				
* Public Works Shop Maintenance Worker	19	\$25,989	\$30,575	\$35,161		NE	С	
Fitness Trainer	18	\$25,355	\$29,829	\$34,304		NE	С	
Pool Manager	18	\$25,355	\$29,829	\$34,304		NE	С	
Office Aide	17	\$24,736	\$29,102	\$33,467		NE	С	
* Custodial Maintenance Worker	16	\$24,133	\$28,392	\$32,651		NE	С	
* Library Aide	15	\$23,270	\$27,377	\$31,483		NE	С	
	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	С	
Recreation Leader III	11	\$21,329	\$25,092	\$28,856		NE	Ċ	
	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	С	
Recreation Leader II	5	\$18,392	\$21,637	\$24,883		NE	C	
Neorealion Leader II	5	ψ10,332	ψ21,037	ψ <b>∠+</b> ,003		INL	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	С	
Recreation Leader I	1	\$16,662	\$19,602	\$22,542		NE	С	
Student Trainee	1	\$16,662	\$19,602	\$22,542		NE	С	

		Effective			Covered /	
Occupational Job Families and Job Classes	Salary Range	Minimum	Midpoint	Maximum	FLSA	Non- covered
Part Time Captain	PT46	\$16.96	\$21.61	\$26.25	NE	С
Part Time Engineer	PT40	\$14.63	\$18.63	\$22.64	NE	С
Part Time Firefighter	PT36	\$13.25	\$16.88	\$20.51	NE	С
Part Time Firefighter Recruit	PT30	\$11.86			NE	С

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

Uncertifed Officers paid 10% less Certified Officer minumum scale.

## Town of Florence Proposed FY 2013-2014 Salary Range Table

Salary	HIRING RANGE	PERFORMING MARKET RANGE	EXCEPTIONAL RANGE	Salary
Range		TEN ONWING MARKET HARGE	EXCENTIONAL TIANGE	Range

	81.50%		90.75%	100%	109.25%		118.50%	
35	\$36,992	\$41,190	\$41,191	\$45,389	\$49,586	\$49,587	\$53,786	35
34	\$36,089	\$40,186	\$40,187	\$44,282	\$48,377	\$48,378	\$52,474	34
33	\$35,209	\$39,205	\$39,206	\$43,202	\$47,197	\$47,198	\$51,194	33
32	\$34,350	\$38,249	\$38,250	\$42,148	\$46,046	\$46,047	\$49,945	32
31	\$33,513	\$37,316	\$37,317	\$41,120	\$44,922	\$44,923	\$48,727	31
30	\$32,695	\$36,406	\$36,407	\$40,117	\$43,827	\$43,828	\$47,539	30
29	\$31,898	\$35,518	\$35,519	\$39,138	\$42,758	\$42,759	\$46,379	29
28	\$31,120	\$34,652	\$34,653	\$38,184	\$41,715	\$41,716	\$45,248	28
27	\$30,361	\$33,807	\$33,808	\$37,253	\$40,697	\$40,698	\$44,144	27
26	\$29,620	\$32,982	\$32,983	\$36,344	\$39,705	\$39,706	\$43,068	26
25	\$28,898	\$32,178	\$32,179	\$35,458	\$38,736	\$38,737	\$42,017	25
24	\$28,193	\$31,393	\$31,394	\$34,593	\$37,792	\$37,793	\$40,992	24

	BAND	D 35% WIDTI	H: BUSINESS	SUPPORT, L	ABOR, TRAC	DES, ENTRY	LEVEL	
	85.00%		92.50%	100%	107.50%		115.00%	
23	\$28,687	\$31,218	\$31,219	\$33,749	\$36,279	\$36,280	\$38,811	23
22	\$27,987	\$30,456	\$30,457	\$32,926	\$35,394	\$35,395	\$37,865	22
21	\$27,304	\$29,714	\$29,715	\$32,123	\$34,531	\$34,532	\$36,941	21
20	\$26,638	\$28,989	\$28,990	\$31,339	\$33,689	\$33,690	\$36,040	20
19	\$25,989	\$28,282	\$28,283	\$30,575	\$32,867	\$32,868	\$35,161	19
18	\$25,355	\$27,592	\$27,593	\$29,829	\$32,065	\$32,066	\$34,304	18
17	\$24,736	\$26,919	\$26,920	\$29,102	\$31,283	\$31,284	\$33,467	17
16	\$24,133	\$26,262	\$26,263	\$28,392	\$30,520	\$30,521	\$32,651	16
15	\$23,270	\$25,324	\$25,325	\$27,377	\$29,429	\$29,430	\$31,483	15
14	\$22,969	\$24,995	\$24,996	\$27,022	\$29,047	\$29,048	\$31,075	14
13	\$22,408	\$24,385	\$24,386	\$26,363	\$28,339	\$28,340	\$30,317	13
12	\$21,609	\$23,515	\$23,516	\$25,422	\$27,328	\$27,329	\$29,235	12
11	\$21,329	\$23,210	\$23,211	\$25,092	\$26,973	\$26,974	\$28,856	11
10	\$20,808	\$22,644	\$22,645	\$24,480	\$26,315	\$26,316	\$28,152	10
9	\$20,301	\$22,092	\$22,093	\$23,883	\$25,674	\$25,675	\$27,466	9
8	\$19,806	\$21,553	\$21,554	\$23,301	\$25,047	\$25,048	\$26,796	8
7	\$19,323	\$21,028	\$21,029	\$22,732	\$24,436	\$24,437	\$26,142	7
6	\$18,633	\$20,277	\$20,278	\$21,921	\$23,565	\$23,566	\$25,210	6
5	\$18,392	\$20,014	\$20,015	\$21,637	\$23,259	\$23,260	\$24,883	5
4	\$17,943	\$19,526	\$19,527	\$21,109	\$22,692	\$22,693	\$24,276	4
3	\$17,505	\$19,050	\$19,051	\$20,594	\$22,138	\$22,139	\$23,684	3
2	\$17,078	\$18,585	\$18,586	\$20,092	\$21,598	\$21,599	\$23,106	2
1	\$16,662	\$18,132	\$18,133	\$19,602	\$21,071	\$21,072	\$22,542	1

## Town of Florence Proposed FY 2013-2014 Salary Range Table

Salary Range	HIRING RANGE	PERFORMING MARKET RANGE	EXCEPTIONAL RANGE	Salary Range

	77.00%		88.50%	100%	111.50%		123.00%	
69	\$80,919	\$93,004	\$93,005	\$105,089	\$117,174	\$117,175	\$129,260	69
68	\$78,945	\$90,736	\$90,737	\$102,526	\$114,316	\$114,317	\$126,107	68
67	\$77,020	\$88,523	\$88,524	\$100,026	\$111,527	\$111,528	\$123,031	67
66	\$75,141	\$86,363	\$86,364	\$97,586	\$108,807	\$108,808	\$120,031	66
65	\$73,308	\$84,257	\$84,258	\$95,206	\$106,153	\$106,154	\$117,103	65
64	\$71,520	\$82,202	\$82,203	\$92,884	\$103,564	\$103,565	\$114,247	64
63	\$69,776	\$80,197	\$80,198	\$90,618	\$101,038	\$101,039	\$111,460	63
62	\$68,074	\$78,241	\$78,242	\$88,408	\$98,574	\$98,575	\$108,742	62
61	\$66,414	\$76,333	\$76,334	\$86,252	\$96,170	\$96,171	\$106,090	61
60	\$64,794	\$74,471	\$74,472	\$84,148	\$93,824	\$93,825	\$103,502	60
59	\$63,214	\$72,655	\$72,656	\$82,096	\$91,536	\$91,537	\$100,978	59
58	\$61,672	\$70,883	\$70,884	\$80,093	\$89,303	\$89,304	\$98,515	58
57	\$60,168	\$69,154	\$69,155	\$78,140	\$87,125	\$87,126	\$96,112	57
56	\$58,700	\$67,467	\$67,468	\$76,234	\$85,000	\$85,001	\$93,768	56
55	\$57,268	\$65,820	\$65,821	\$74,375	\$82,928	\$82,929	\$91,481	55

	BAN	D B 55% WID	TH: DIVISION	N LEADERS A	ND SENIOR	CONTRIBUT	ORS	
	78.50%		89.25%	100%	110.75%		121.50%	
54	\$56,960	\$64,760	\$64,761	\$72,561	\$80,360	\$80,361	\$88,161	54
53	\$55,571	\$63,181	\$63,182	\$70,791	\$78,400	\$78,401	\$86,011	53
52	\$54,215	\$61,640	\$61,641	\$69,064	\$76,488	\$76,489	\$83,913	52
51	\$52,893	\$60,136	\$60,137	\$67,380	\$74,622	\$74,623	\$81,866	51
50	\$51,603	\$58,670	\$58,671	\$65,736	\$72,802	\$72,803	\$79,870	50
49	\$50,344	\$57,239	\$57,240	\$64,133	\$71,026	\$71,027	\$77,922	49
48	\$49,116	\$55,843	\$55,844	\$62,569	\$69,294	\$69,295	\$76,021	48
47	\$47,918	\$54,481	\$54,482	\$61,043	\$67,604	\$67,605	\$74,167	47
46	\$46,750	\$53,152	\$53,153	\$59,554	\$65,955	\$65,956	\$72,358	46
45	\$45,610	\$51,855	\$51,856	\$58,101	\$64,346	\$64,347	\$70,593	45
44	\$44,497	\$50,591	\$50,592	\$56,684	\$62,777	\$62,778	\$68,871	44
43	\$43,412	\$49,357	\$49,358	\$55,302	\$61,246	\$61,247	\$67,191	43
42	\$42,353	\$48,153	\$48,154	\$53,953	\$59,752	\$59,753	\$65,553	42
41	\$41,320	\$46,978	\$46,979	\$52,637	\$58,294	\$58,295	\$63,954	41
40	\$40,312	\$45,833	\$45,834	\$51,353	\$56,873	\$56,874	\$62,394	40
39	\$39,329	\$44,715	\$44,716	\$50,101	\$55,485	\$55,486	\$60,872	39
38	\$38,370	\$43,624	\$43,625	\$48,879	\$54,132	\$54,133	\$59,387	38
37	\$37,434	\$42,560	\$42,561	\$47,686	\$52,812	\$52,813	\$57,939	37
36	\$36,521	\$41,522	\$41,523	\$46,523	\$51,524	\$51,525	\$56,526	36



# TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 15b.

VOLTO DE LA CONTRACTOR			
MEETING DATE: June 17, 2013	<ul><li></li></ul>		
<b>DEPARTMENT:</b> Public Works	☐ Public Hearing ☐ Resolution		
STAFF PRESENTER: Wayne J. Costa Public Works Director/Town Engineer	☐ Ordinance ☐ Regulatory ☐ 1 <sup>st</sup> Reading ☐ 2 <sup>nd</sup> Reading		
<b>SUBJECT:</b> Transfer station services for residents	Other		

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

Discussion/Approval/Disapproval of amending the Disposal Agreement with Johnson Utilities Company, dated April 7, 2003, in order to provide transfer station services for residents.

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

A Request for Proposal (RFP) was written on April 18, 2013, to provide self-haul transfer station operations for the disposal of solid waste by Town of Florence residents.

Staff received bids in accordance with the attached Bid Tabulation Sheet for a) transporting (self-haul) of solid waste by residents, b) disposal of solid waste as transported by residents and/or Town, and c) providing proper transportation and/or disposal operation of solid waste transported to their facility.

The amended Disposal Agreement addressed mutually amended terms of the Agreement for the benefit of the Town and Johnson Utilities Co. (JUC).

This amended agreement includes:

- Disposal Services start date of Monday, July 1, 2013
- Free solid waste disposal for self-haul by the Town's residents (included in monthly user fee or reimbursement by the Town)
- One (1) year term with Town option for four (4) additional one (1) year terms
- Ability to renegotiate "operational issues" twelve (12) months after services commence
- Annual increases for JUC based on CPI index, capped at 4% regardless of the GPI index increase

#### FINANCIAL IMPACT:

For the residents:

Subject: Transfer Station Services Meeting Date: June 17, 2013

Page **1** of **2** 

- Included in monthly user fee
- Provides solid waste disposal services via self-haul

#### For the Town:

- Reducing cost of solid waste disposal for the town of Florence annually
- Streamlines disposal service delivery system below current rates
- Reduce cost of sanitation landfill costs by at least \$12,386

#### **STAFF RECOMMENDATION:**

Staff recommends the approval of the Amended Disposal Agreement between the Town of Florence and Johnson Utilities Company.

#### ATTACHMENTS:

Disposal Agreement Addendum
Bid Tabulation Sheet
Request for Proposal (Landfill or Transfer Station Services for Residents)

Subject: Transfer Station Services Meeting Date: June 17, 2013

#### AMENDMENT TO DISPOSAL AGREEMENT dated APRIL 7, 2003

This amendment to the agreement entitled "Disposal Agreement" dated April 7, 2003 (the "Agreement") is made by and between the Town of Florence, Arizona (the "Town") and Johnson Utilities, LLC ("JUC") this \_\_\_\_\_\_ day of June, 2013, for the purpose of mutually amending certain terms of the Agreement for the benefit of the Town and JUC (the "Amendment"). This Amendment shall consist of the following terms and conditions and any attachments hereto, each of which is incorporated herein and made a part hereof.

#### **RECITALS**

WHEREAS, the Town shall no longer perform solid waste collection services after July 1, 2013; and

WHEREAS, the parties hereto wish to amend the Agreement for their mutual benefit due to such change in circumstances.

WHEREFORE, for such good and valuable consideration as is recited herein, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is mutually agreed as follows:

#### 1. TERM OF CONTRACT

The Initial Term of the amended Agreement shall be for one (1) year, commencing on July 1, 2013 (the "Commencement Date") and ending on June 30, 2014.

Option to Renew. After the Initial Term, Town shall have the option, in its sole discretion, to renew the Agreement for up to four (4) additional one (1) year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall collectively be referred to herein as the "Term". To exercise its option, Town shall provide written notice to JUC of its intent to renew the Agreement not later than sixty (60) calendar days before the date of expiration of the current Term. In the event written notice is not provided to JUC, the renewal shall be deemed exercised and the Agreement shall be automatically renewed for one year. Notwithstanding the above, Town may request JUC to renegotiate the terms of the Agreement at such time as it provides written notice to JUC of its intent to renew the Agreement, or if no notice is provided, at such time as the automatic renewal becomes effective, and such request

shall not be unreasonably denied by JUC. JUC may also request the Town to renegotiate the terms of the Agreement one year after the Commencement Date. The Town and JUC shall each have the option to terminate the Agreement, without cause, by providing written notice of termination to the other party not less than sixty (60) calendar days prior to the expiration of any term of the Agreement.

#### 2. DISPOSAL FEES

The Town shall pay disposal fees as follows:

- A. For loads up to ½ ton, the minimum charge will be \$25.00 + \$0.06 ADEQ fee, for a total of \$25.06.
- B. For loads over ½ ton, the charge will be per ton at \$39.00/ton + \$0.25/ton ADEQ fee, for a total of \$39.25/ton.

#### 3. **DELIVERY PROCEDURES**

Town residents and/or the Town shall transport the solid waste to the Transfer Station.

#### 4. OPERATION OF THE FACILITY

- A. <u>Town Contract Administrator</u>. The Town shall designate the name of a Town employee who will serve as the Contract Administrator during the Term of the Agreement.
- B. <u>Hours of Operation</u>. The Transfer Station shall be open to accept deliveries of solid waste Monday through Friday and shall be closed on Saturday and Sunday. The Transfer Station shall be closed on the following major holidays: New Year's Day; Memorial Day; 4<sup>th</sup> of July; Labor Day; Thanksgiving Day and Christmas Day. The hours of operation of the Transfer Station shall be subject to change at the discretion of JUC provided that a minimum of 48 hours advance notice shall be given to the Town.

#### C. Operational Requirements for the Transfer Station.

1. Site Access. The access road entrance shall have signs posted at the entrance to the Transfer Station identifying the name of the facility, the owner and operator, hours of operation and any site restrictions. There shall be posted along the access road various traffic signs and temporary barriers to guide users of the facility to the disposal unloading area.

- 2. Solid Waste Acceptance, Handling and Placement. Users of the Transfer Station will check in at the scale house with the scale house attendant to receive directions to the working face, to verify the user as a Town resident with a recent utility bill and driver's license bearing the same name as the utility bill, and to have their loads observed or inspected (load checking). Hazardous waste and liquid waste will not be accepted. Construction and demolition debris and white goods will not be accepted for disposal.
- a) Construction/demolition materials such as building rubble, concrete, asphalt, porcelain fixtures (toilets, sinks, etc.), rock, bricks and other materials as defined by Florence Town Code § 52.048(H) shall not be accepted for disposal in weights greater than twenty-five (25) pounds.
- b) White goods, or appliances such as refrigerators, washing machines, dryers, dishwashers, and the like, shall not be accepted for disposal.
- c) Yard Waste, as defined by Florence Town Code § 52.005 shall not be accepted for disposal.
- d) Section § 52.048 of the Florence Town Code "Residential Bulk Trash Placement and Collection Services", provides items that are acceptable for disposal at the facility, except as otherwise noted above.
- 3. Traffic Control. Traffic shall be directed from the Transfer Station entrance to either the public tipping area or the Transfer Station tipping pad via site access roads. Access roads, both temporary and permanent, shall be designed, constructed and maintained to allow orderly ingress and egress of vehicular traffic when the facility is in operation, including during inclement weather. A traffic spotter shall not be necessary at the Transfer Station. Proper signage and cones directing traffic areas at the active face shall be used as necessary.
- D. <u>INCLEMENT WEATHER OPERATION</u>. Operation of the Transfer Station shall continue and solid waste shall be placed in wet weather, except when rainfall is extreme or high winds are present. In extremely wet weather, Transfer Station operations may be reduced at the discretion of JUC.

## 5. CUSTOMER LIST, BILLING AND COLLECTION, PAYMENT, ANNUAL ADJUSTMENTS

- A. On or prior to July 1, 2013, the Town shall provide JUC with a Residential Service Unit customer list and a Town Facility customer list. JUC shall provide Transfer Station services to all Town residents and Town Facility customers. Such lists may be requested by JUC on a quarterly basis.
- B. JUC shall bill Residential Service Units for solid waste and bulk waste disposal in accordance with the rate structure attached hereto as "Exhibit A".
- C. Bills provided by JUC to the Town shall be clear, concise and understandable. Bills shall be fully itemized and shall clearly delineate all activity during the billing period, including optional charges, rebates and credits, if any.
- D. All costs as agreed upon by the Town and JUC in "Exhibit A" hereto shall remain fixed from the effective date of the Agreement and this Amendment, through June 30, 2014. On July 1, 2014, and each July 1<sup>st</sup> thereafter during any Term of the Agreement, the costs of disposal, processing and marketing may be increased or decreased. Any increase or decrease shall be based upon 85% of the Consumer Price Index All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items (the "CPI"). Notwithstanding the above, in no event shall the cumulative rate adjustment exceed 4% per year.

#### 6. COOPERATIVE USE OF CONTRACT

In addition to the Town of Florence, this contract may be extended for use by other municipalities, political subdivisions, school districts and government agencies of the state of Arizona.

**IN WITNESS WHEREOF**, the undersigned have entered into this Agreement as of the day and year first written above.

Town of Florence					
	Date:				
Tom J. Rankin, Mayor					

Date:	
	Date:

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## Town of Florence Bid Tabulation Sheet

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Verbal (only allowed when \$5,000 of less)			Date Prepared:	4-19-2013		
Written/Fax (mandatory when over \$5,000; attach bi	ids)		Prepared By: M	laria Hernandez		
		TATION FOR DE	CIDENTS O	pening Date: 4-18	R-2013 Opening	g Time N/A
x Formal Sealed Bid: # N/A Title: LANDFILL (	OR TRANSFER S	TATION FOR RE	SIDENTS	perining Date. 4-16	3-2010 GB-11111	
Item (include quality, brand, model, color)						
Vendor name Contact Person	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
Phone/Fax  1 Central Arizona Solid Waste				\$25.00 +.06		Forwarded to Wayne Costa, Public Works Director
5320 E. Shea Blvd. # 200				ADEQ fee for		
Scottsdale AZ 85254				loads up to 1/2 ton (Minimum		
				charge); \$39.00 per ton +.25/ton		
				ADEQ fee for loads over 1/2		
Phone 480-998-3300		<u> </u>		ton		Forwarded to Wayne Costa, Public Works Director
Right Away Disposal Waste and Recycling Facility				#25 00 master	-	Polwarded to Wayne Gosta, 1 doile Works 5 note.
3755 S. Royal Plam Rd.				\$35.00 per ton \$10.00 mininum		
Apache Junction AZ 85119			-	per transaction		
Phone 480-983-9100						D. H. W. da Blanta
3 Waste Management	_			Elected not to		Forwarded to Wayne Costa, Public Works Director
Four corners Market Area/222 S. Mill Ave, Suite 333	-			submit bid		
Tempe AZ 85281	-					
Phone 480-457-4700 Attach additional page(s), if necessary						1 (1 1)
	Central	Arino	na Sol	id Wa	ste via	Addenda) vd, Scottsdale, AZ 85254
Vendor Selected Johnson Utilifies			_ AddressS	320 E	Shea 131	VA Scottsdale AZOSON
Justification (if not lowest price)						•
, , , , , , , , , , , , , , , , , , ,						
109	21	-			Data	13/13
Department Head Approval	706	7-			_Date	6/6/12
Finance Director Approval	V Homes and	//	<del>)</del>			1408
Town Manager Approval		11		6	_Date	1000
6/3/2013+1^\	Adda ala dista	*If over \$10,000, r	nust go to Town C	council for approval.	applicable.	
Exhibit D	Attach this	approved for to po	ai viidau i equest N	4		

## TOWN OF FLORENCE, AZ REQUEST FOR PROPOSALS

#### Landfill or Transfer Station Services for Residents

SUBMITTAL DUE DATE AND TIME: April 18, 2013 at 10:00 A.M. LOCAL AZ TIME

**SUBMITTAL LOCATION:** Town of Florence

Town Hall

775 N. Main Street P.O. Box 2670 Florence, AZ 85132

**GENERAL OR RFP PROCESS** 

QUESTIONS: Wayne Costa, Public Works Director

(520) 856-7617

Wayne.Costa@florenceaz.gov

TECHNICAL QUESTIONS: Wayne Costa

Public Works Director

(520) 868-7617

Wayne.Costa@florenceaz.gov

Notice is hereby given that sealed proposals for the specified materials or services will be received at the Town of Florence, Town Hall, located at 775 N. Main Street, Florence, AZ 85132, until the time and date cited. Late proposals will not be considered.

One original and six (6) copies of the proposal shall be submitted in a sealed envelope with the proposal name, proposal number, Offeror's name, address and telephone number clearly indicated on the envelope. All proposals must be submitted in ink or typewritten. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Additional instructions for preparing an offer are provided within. Offerors are strongly encouraged to carefully read the entire solicitation.

PLEASE NOTE: VENDOR IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEB SITE, OR BY CONTACTING THE PERSON CITED ABOVE FOR GENERAL QUESTIONS.

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### **SOLICITATION SUBMITTAL CHECKLIST**

It is t	he Bio	dder's/Offeror's responsibility to be thoroughly familiar with all requirements and specifications.
	1.	The Offer Sheet has been signed by an authorized representative of the firm. Unsigned solicitations will not be considered.
	2.	The prices offered have been reviewed.
	3.	Unit prices will prevail.
	4.	Any amendments have been signed and are included. It is the Vendor's responsibility to obtain all amendments relevant to this solicitation via the Town's Web site or other means.
	5.	Review all instructions, terms and conditions, and specifications to ensure your response complies.
	6.	Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Vendor's name and solicitation number.)
	7.	All items listed on the Proposal Format and Required Responses section have been included.
	8.	If required, the bid surety has been included.
	9.	Solicitation Package and/or Envelope have been identified with Vendor's name, address, telephone number, and solicitation title.
	10.	The specified number of copies of your offer has been included if more than one copy was requested on the cover page.

#### **INSTRUCTIONS TO OFFEROR**

#### 1. Preparation of Proposal:

- a. Telegraphic (facsimile) or Mailgram proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. The unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire Request For Proposal package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
- 2. Inquiries: Any question related to the Request For Proposal shall be directed in writing or via e-mail only to the person whose name appears on the cover page. Any correspondence related to a Request For Proposal should refer to the appropriate Request for Proposal ID, page, and paragraph number. However, the Offeror shall not place the Request For Proposal ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request For Proposal due date and time.

Questions, requests for clarification, or requests for additional information regarding the RFP content should be submitted in writing via email to Wayne J. Costa at the address listed on or before 12:00 noon, April 15, 2013.

Questions will be answered to the greatest degree possible through the Town's website and also through written correspondence that will be addressed to all parties that submitted a letter of intent. All questions will be answered in writing and posted on the Town's website by April 16, 2013, unless otherwise noted. No oral communications can be relied upon for this Proposal.

- 3. **Due Date and Time:** Offerors must submit proposals to the Florence Town Hall, Town Clerk's Office by 10:00 AM/Local AZ time on April 18, 2013, at the address or physical location listed on the cover page. Late proposals are not accepted.
- 4. Withdrawal of Proposal: At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal by submitting a request in writing or via e-mail to the contact person whose name appears on the front page. Request must be made by a duly authorized representative of the Offeror. Offeror is responsible for making arrangements and expenses associated with the return of proposal.
- 5. **Amendment of Proposal:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the document with the proposal by the specified proposal due date and time. Potential Offerors are responsible for obtaining all amendments relevant to this solicitation.
- 6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to Town personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

#### 7. Confidential Information:

- a. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination whether the information must be disclosed under Arizona law. If the Town determines that the information must be disclosed, Town will provide the proposer with notice of such fact, and that the proposer has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, the Town will disclose the information and will not be responsible for any claims or losses arising from our related to such disclosure.
- 8. Offer Acceptance Period: In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date and each Offeror agrees that it will hold open its offer for such period.
- 9. **Taxes:** Sales tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.
- 10. **Award of Contract:** Notwithstanding any other provision of this Request For Proposal, The Town expressly reserves the right, when determining whether to award a contract to an Offeror, to:
  - a. Waive any immaterial defect or informality: or
  - b. Reject any or all proposals, or portions thereof, or
  - c. Reissue a Request For Proposal
  - d. Unless the Offeror states otherwise, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.
  - e. Issuing addenda to the RFP, including extending or revising the timeline for submittals.
  - f. Requesting clarification or additional information from the PROPOSER at any time during the procurement process.
  - g. Executing an Agreement with a PROPOSER on the basis of the original proposals and/or any other information submitted by the PROPOSERS during a Best and Final Offer process.
  - h. Negotiating with more than one PROPOSER.
  - i. Discontinuing negotiations after commencing negotiations with a selected PROPOSER if progress is unsatisfactory in the sole judgment of the Town, and commencing negotiations with another qualified PROPOSER.
  - j. Take any other action it deems necessary in its best interest.
  - k. Deviate from the selection process otherwise outlined in this RFP.
- 11. Contract Applicability: The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town, are not applicable to this RFP or any resultant contract.
- 12. **Gratuities**: The Town may, by written notice to the Offeror, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.
- 13. Cost of Bid/Proposal: The Town shall not reimburse the cost of developing or providing any response to

this RFP and development and provision of any offer shall be at the respective Offeror's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

- 14. **Public Record**: All offers submitted in response to this RFP, whether or not accepted by the town, shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy.
- 15. Certification: By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246
  - c. The Offeror has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
- 16. After award of a contract pursuant to this RFP (if any) the successful Offeror (if any) shall be referred to as the "Vendor" and thus the terms Offeror, Vendor, Contractor and Consultant may be utilized interchangeably in those provisions of this RFP dealing with the terms of the resultant contract, if any.
- 17. **Execution of Contract**: No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Vendor who submitted a timely, responsive and responsible proposal to this RFP.
- 18. **RFP Error**: If Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Vendor shall immediately provide the Town with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Town may modify the document prior to the dates fixed for submission of the proposals by issuing an addendum to all potential Vendors. If prior to the date fixed for submission, a Vendor knows of or should have known of an error in the RFP, but fails to notify the Town of the error, the Vendor shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 19. **Lobbying Prohibition**: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting

This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to Purchasing. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or debarment by the Town, in the Town's discretion, depending on the nature of the violation.

#### STANDARD TERMS AND CONDITIONS

#### 1. Definitions

- a. The "Contract" is set forth in the RFP and Contract Form and includes as part of the specifications the Instructions to Offeror, Standard Terms and Conditions, Special Terms and Conditions, and Scope of Services, to the extent they exist (collectively "Contract Documents").
- b. The "Work" of the Contractor shall consist of furnishing all labor, materials, equipment, tools, machinery, supplies, transportation, traffic control, supervision services, etc., necessary for the completion of the Project.
- c. The authorized representative of the Town shall be the Town Manager, or his/her designee.
- 2. **Authority:** This Solicitation as well as any resultant contract(s) is issued under the authority of the Town. No alteration of any resultant contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 3. **Applicable Law**: In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town of Florence including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the Town may cancel the contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity, or a consultant to any other party of the contract with respect to the subject matter of the contract.

- 4. **Legal Remedies**: All claims and controversies shall be subject to resolution according to the terms of the Town of Florence Purchasing Policy.
- 5. Contract: The resultant contract between the Town of Florence and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto and the Contract Documents, and (2) the offer submitted by the Offeror in response to the RFP only to the extent it is consistent with the RFP terms and Contract Documents. In the event of a conflict in language between the RFP and the Offer, the provisions and requirements of the RFP shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. The Town reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror. The RFP shall govern in all matters not addressed in the Contract.
- 6. **Contract Amendments:** Any contract resulting from this solicitation shall be modified only by a written contract amendment signed by the Town of Florence and persons duly authorized to enter into contracts on behalf of the Contractor.
- 7. **Non-Exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Town of Florence. The Town reserves the right to obtain like goods or services from another source when necessary in the sole discretion of the Town.

- 8. **Multiple Awards:** A contract under this proposal may be awarded to multiple vendors. The Town reserves the right to make multiple awards to more than one offeror.
- 9. Relationship of Parties: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
- 10. **Subcontracts**: The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the Town. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 11. Payment: The Town will make every effort to process payment for the purchase of goods or services within sixty (60) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. A Town issued purchase order is required prior to any services being rendered.
- 12. **Indemnification**: Any resultant contract shall contain the following indemnification:

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the Town of Florence and its officers, officials, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys' fees, court costs, and the costs of any appellate proceedings), arising out of, alleged to have arisen out of, related to, or resulting from the performance of the work or the delivery of goods or materials under the contract. In addition, the contractor shall, at his or her own expense, defend the Town of Florence in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his or her own expense, satisfy and cause to be discharged such judgments as may be obtained against the Town or any of its officers, agents and employees.

In any and all claims against the Town of Florence and its officers, agents and employees, by any employee of the contractor and / or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by the amount and type of insurance coverage that Contractor is required to obtain, any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker's Compensation acts, disability benefits acts or other employee benefits acts.

- 13. Overcharges by Antitrust Violations: The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 14. **Force Majeure**: Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions, intervention, acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party in writing of the existence of the

force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party, exercising reasonable diligence, from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certified-return receipt requested* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing of the end of the majeure delay. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

- 15. **Right to Assurance**: Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 16. **Right to Audit Records**: The Town may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the Town and the Contractor shall reasonably cooperate with such audit.
- 17. **Right to Inspect Place of Business**: The Town may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, and the Contractor shall reasonably cooperate with such inspection, and reserve such inspection right to the Town in any agreement with any subcontractor.
- 18. **Inspection**: All material and/or services are subject to final inspection and acceptance by the Town. If materials and/or services provided by the Contractor fail, in the Town's reasonable judgment, to conform to the specifications of the resultant contract the Town may elect, in the Town's sole discretion to do any or all of the following, which shall be cumulative and non-exclusive:
  - a. Hold such non-conforming goods at the Contractor's risk;
  - b. Return such non-conforming goods to the Contractor, in which event all costs, including the cost of bringing such goods into compliance, will be the responsibility of the Contractor;
  - c. Waive the non-conformance; and
  - d. Direct the contractor to stop the work immediately
- 19. **Confidentiality of Records**: The contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town remains confidential pursuant to applicable requirements.
- 20. **Liens**: The Contractor shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the Town requests, Contractor shall deliver appropriate written releases, in statutory form of all liens to the Town.

- 21. **Licenses**: Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor and the services to be performed under the resultant contract
- 22. **Permits and Responsibilities:** The Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.
- 23. **Patents and Copyrights**: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP or the resultant contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.
- 24. Sales and Use Tax: The Vendor agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to same. The Vendor further agrees to indemnify and save harmless the Town of Florence, Arizona, of and from any and all claims and demands made against it by virtue of the failure of the Vendor or any subcontractor to comply with the provisions of any or all said laws and amendments.
- 25. **Termination for Non-Appropriation:** Any contract entered into by the Town shall automatically terminate at the end of the then current fiscal period for non-appropriation of funds if the Town's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The Town's fiscal period ends June 30th of each year.
- 26. **Termination for Convenience:** Town reserves the right to terminate the resultant contract or any part thereof for its sole convenience with thirty (30) days written notice. Contractor shall receive payment for the goods and materials already shipped to the Town, provided such goods and materials are received by the Town and conform to the requirements of the applicable contract.
- 27. **Termination for Cause/Remedies:** The Town reserves the right to terminate the contract or any part thereof for cause, upon such written notice shall be reasonable in the circumstances. Cause as used herein shall include but not be limited to:
  - a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the Town reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The contractor shall have ten (10) days from receipt of the Town's written notice to provide a satisfactory response to the Town regarding the cause and the steps the contractor has or will undertake to address all issues of concern. In the event the contractor fails to address any issue of concern the Town may, at its sole option, pursue one or more of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. In case of default, the Town reserves the right to purchase materials, or to complete the required work. The Town may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;

- ii. Collection against the bid and/or performance bond, or;
- iii. Any combination of the above or any other remedies as provided by law.
- 28. **Waiver:** One ore more waivers by Town of any provision, term or requirement of this Contract, or breach thereof, shall not be construed as a waiver of a subsequent breach.
- 29. **Cooperative Use of Contract**: In addition to the Town of Florence and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State.
- 30. **Compliance with Federal and State Laws:** The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

The Town will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor of subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

#### **SPECIAL TERMS AND CONDITIONS**

- 1. **Term of Contract:** The Initial Term of any resultant contract shall commence on July 1, 2013 and end on June 30, 2014.
  - a. Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to four (4) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. The Town's notice of non-renewal of the Agreement shall be provided to Contractor no less than 60 days prior to the expiration of any term of the Agreement. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and the Agreement Party will automatically be renewed for one year. Notwithstanding the above, Town may request Contractor to renegotiate the operational terms of this Agreement one year after the Commencement Date.
- 2. **Evaluation:** Award(s) shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town. The Town of Florence shall evaluate proposals based upon an overall best value determination with the following criteria listed below in relative order of importance.

a. Qualifications and Experience

10 points

b. Method of Approach

20 points

- 1) **Technical Method.** Reasonable operating plan for all services required.
- 2) **Operations.** Reasonable approach for waste receiving, processing, and disposal. Proposed equipment provide for sound, reliable service.
- 3) **Processing plans.** Proposed methodology for processing feasible and appropriate.

c. Cost/Fee 35 points

d. Proximity to Florence 30 points

e. Overall conformance to Request for Proposal (RFP) including proposal format 5 points and required responses.

**Note:** References and current work history are part of the evaluation process and may be confirmed. Negative responses shall be a basis for disqualification.

3. **Discussions/Interviews with Responsible Offerors and Revisions to Proposal:** The Town reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The Town will not be liable for any costs incurred by the Offeror in connection with such interview/presentations. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted

RFP: Disposal Services

after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purpose of such discussions shall be to:

- a. Determine in greater detail such offeror's qualifications;
- b. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- c. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time;
- d. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of the proposed project and nature of such services/equipment.
- 5. Insurance: The Town requires complete and valid certificates of insurance in compliance with the requirements of Exhibit A, prior to the commencement of any service or activity specified in this solicitation. The Town will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations. The Town may, at any time while this Contract is in effect, request copies of any or all insurance policies, which shall be provided to Town within five (5) business days of such request.
- 6. F.O.B. Point: Prices shall be F.O.B. destination.

#### **SCOPE OF SERVICES**

- 1. Background: The Town of Florence, Arizona was incorporated in 1900 and is located in the southeast metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a Town Manager. The Town limits consist of approximately 62 square miles of residential, commercial, and municipal areas. The Town has an estimated population of 25,500.
- Overview: The Town of Florence Town Manager's Office requests proposals from firms interested in
  providing disposal services for the trash collected by Town of Florence residents. Experience working with
  municipalities or other government entities is highly desirable.
- 3. **Project Description:** It is the intent of the Town to enter into a contract with a landfill or transfer station operator for the disposal of solid waste by the Town of Florence residents. This firm will be responsible for providing a destination for the Town of Florence residents to dispose of solid waste.
  - a. Transportation of Solid Waste:
    - i. The Town may transport solid waste collected to the disposal facility Monday thru Saturday.
    - ii. The Proposer shall provide weigh tickets of each load disposed at the disposal facility on a daily basis.
  - b. Disposal of Solid Waste
    - The proposer (s) shall be solely responsible for the disposal of Solid Waste transported from the Town of Florence residents.
    - ii. Maintenance of the disposal site infrastructure, examples being the condition of the working face and disposal facility access roads, shall not impeded the off-loading of Solid Waste from the Town's residents.
    - iii. The Disposal Facility identified by the proposer shall comply with all federal, state, and local laws, ordinances, and regulations including the rules, regulations and guidelines promulgated and adopted by the State of Arizona, Arizona Department of Environmental Quality, or other state regulatory agencies in operating a Disposal Facility.
  - c. Transportation and/or Disposal Operations
    - i. Hours of Operation: Any time restrictions shall be affected only upon mutual understanding of the Town of Florence and the Proposer.
    - ii. Holidays: The Proposer shall specify holidays to be observed.
    - iii. Office: The Proposer shall maintain an office or other such facilities through which it can be contacted on regular disposal days.
    - iv. Methodology and denoting of any restrictions i.e., receipt of loads, methodology in user fee calculations, documentation of loads disposed, scale house weighing procedures, record keeping and reporting, load checking, customer service policy.
  - d. General
    - i. Disposal Facility means the disposal of Solid Waste and Bulk Waste by the Town that may include minimal amounts of Construction and Demolition debris that may be hauled separately by the Town.
- 4. **Period of Service:** Disposal Facilities services shall be requested on July 1, 2013.
- 5. **Town Responsibilities:** Town residents shall transport the solid waste to the Offeror's disposal location.
- a. Designate the name of a Town employee who will serve as the contract administrator during the term of the

resultant contract. The contract manager has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by Town on any aspect of the work shall be directed to the contract administrator.

#### 6. Operational Information

#### **6.1 Site Access**

The access road entrance shall have signs posted at the entrance to the Landfill/Transfer Station identifying the name of the facility, owner and operator, hours of operation, and site restrictions. Posted along the access roads should be various traffic signs and temporary barriers to guide users of the facility to the disposal unloading area. When the Landfill/Transfer Station is not open for business, the front gate is to be closed.

#### 6.2 Solid Waste Acceptance, Handling, and Placement

Users of the Landfill/Transfer Station normally check in at the scale house with the scale house attendant to receive directions to the working face, to verify the user as a Town of Florence with a recent utility bill and driver's license with the same address, and to have their loads observed or inspected (load checking). Hazardous and liquid wastes are not to be accepted.

Construction/demolition debris and white goods are not to be accepted for disposal as part of this Contract.

- a. Construction/demolition materials such as building rubble, concrete, asphalt, porcelain products (toilets, sinks, etc.), rock, bricks, and other appropriate materials are defined by the Town of Florence Town Code as "All solid waste, building materials, rubble, soil, and spoils from construction remodeling, repair and demolition operations and shall not be accepted for disposal in weights of greater than twenty-five (25) pounds."
- b. White goods, or metal appliances (e.g., refrigerators, washing machines, dishwashers, etc.), shall not be accepted for disposal.
- c. Yard Waste defined by the Town of Florence Town Code as "branches, palm fronds, twigs, weeds, leaves, grass and vegetation clippings" are acceptable materials for disposal except if is provided by a landscaping entity then it is unacceptable.
- d. Section 52.048 of the Town Code entitled "Residential Bulk Trash Placement and Collection Services" provides items that are acceptable or not acceptable for disposal at the disposal facility unless noted above.

Traffic is directed from the Landfill entrance to either the public tipping area or Landfill/Transfer Station tipping pad via site access roads. Access roads, both temporary and permanent, are to be designed, constructed, and maintained to allow orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. There is no need for a traffic spotter at the Landfill since only a small number of vehicles may enter the site. Proper signage and cones directing traffic areas at the active face may be necessary.

#### **6.3 Inclement Weather Operations**

Operations continue and solid waste is placed in wet weather, except when the rainfall is extreme or high winds are present. In extremely wet weather, operations may be reduced.

#### PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below <u>must</u> be included with all proposals. Failure to provide any of the information requested by these paragraphs may be grounds for the Town to reject a proposal.

In order for the Town to conduct a uniform review process, all proposals should be submitted in the format set forth below.

- 1. **Offer Sheet:** The Offer Sheet <u>must</u> be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the Town to reject a proposal.
- 2. **Proposal Format:** A total of one (1) original (label original) and six (6) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.
- 3. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the Town's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
- 4. **Letter of Transmittal:** A letter of transmittal <u>must</u> be submitted with an Offeror's proposal. The letter must include:
  - a. A statement of the Offeror's understanding of the services required by the Request for Proposal listed in the scope of services.
  - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
  - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the Town.
- 5. **Detailed Proposal**: Proposal shall include but not limited to the information as provided in the Scope of Services.
- 6. **Method of Approach**: Provide your recommended approach to meeting the Town's needs for disposal services.
  - a. Provide a detailed narrative response that clearly demonstrates the Offeror's approach to the items listed in the Scope of Services.

#### 7. Qualifications and Experience

- a. Provide a detailed narrative response that clearly demonstrates the firm's qualifications and experience in the following:
  - i. History of success of working with a city or town on providing disposal services.
  - ii. Submit at least three (3) references from current and/or past municipal clientele. Information should include description of services received.

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- iii. Provide information about disposal site locations.
- iv. Identify any proposed sub consultants and provide the information requested above for all sub consultants.
- 8. **Cost/Fee:** Provide fee schedule that includes a per ton fee for the services specified in the Scope of Services.
- 9. **Disclosures:** Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town.
- 10. Price Page: Completed Price Page.

# **PRICE PAGE**

List rates per disposal site

List rates per disposal site			
Year 1 (Initial Term), Proposed Disposal Service Facility.	ce Fee for receiving and processing m	aterials at the following	
Location of disposal site:			
·			
Municipal Solid Waste Cost per ton:			
Hours of operation:		_	
<b>CLARIFICATIONS and/or EXCEPTION</b>	<u>IS:</u>		
Bidder has examined copies of all of the bidding hereby acknowledged):	documents and of the following Addend	da (receipt of which is	
Date	Addendum Number		

#### **OFFER SHEET**

# MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

**To the Town of Florence:** By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature (required)	Company Name
Printed Name	Address
Title	City, State, Zip
Arizona Transaction (Sales) Privilege Tax License Number	Telephone Number
Federal Employer Identification Number  For clarification of this offer contact:	Fax Number
(If different from above)  Contact Name	Company E-mail Address
E-mail Address	
Telephone Number	

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#### Exhibit "A"

#### <u>Insurance</u>

#### 1. General.

A. <u>Insurer Qualifications</u>. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

- B. <u>No Representation of Coverage Adequacy.</u> By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. <u>Coverage Term.</u> All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- E. <u>Primary Insurance</u>. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.
- F. <u>Waiver.</u> All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers

incorporated into each policy via formal written endorsement thereto.

G. <u>Policy Deductibles and/or Self-Insured Retentions.</u> The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

#### H. Use of Subcontractors. If any work under this Agreement is

subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

#### **Town of Florence Insurance Requirements for Contractors**

Employer's Liability		\$1,000,000	
Contracto	ors General Liability		
a. b. c. d. e.	Products – Completed Operations Aggregate Personal and Advertising Injury Each Occurrence (Bodily Injury and Property Damage	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$3,000,000 \$5,000,000	
	Each Occurrence per job     per policy year	\$3,000,000 \$5,000,000	
Automobile Liability			
a.	Bodily Injury: Each Person	\$1,000,000	
	Each Accident	\$1,000,000	
b.	Property Damage Each Accident	\$1,000,000	

c. Combined Single Limit of			\$1,000,000
Contractu	al Liability		
a.	Bodily Injury: Each Accident		\$2,000,000
	Annual Aggregate		\$2,000,000
b.	Property Damage: Each Accident		\$2,000,000
	Annual Aggregate		\$2,000,000
	Each Accident		\$2,000,000
	Annual Aggregate		\$2,000,000
Workman's Compensation			
a. b. c.	Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	each accident each employee policy limit	\$1,000,000 \$1,000,000 \$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

#### (SAMPLE CONTRACT)

# SOLID WASTE DISPOSAL SERVICES AGREEMENT BETWEEN TOWN OF FLORENCE AND

(the "Contractor").			
an Arizona municipal corporation (the "Town") and	, a(n)		
2013 (the "Effective Date")	between THE TOWN OF FLORENCE,		
This SOLID WASTE DISPOSAL SERVICE	ES AGREEMENT (this "Agreement) is made on		

#### RECITALS

- A. The Town issued a Request For Proposals, "Landfill or Transfer Station Services for Residents (the "RFP"), a copy of which is attached hereto as <u>Exhibit A</u> and incorporated herein by reference, seeking proposals from vendors for residential disposal services and bulk waste disposal services for residents within the corporate limits of the Town of Florence (the "Services").
- B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as <u>Exhibit B</u> and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

- 1. Representations.
  - 1.1 Relationship of the Parties. It is clearly understood that each party will act

in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

1.2 Representations by Town. The Town represents to the Contractor that the

Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this

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Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

1.3 Representations by Contractor. The Contractor represents to the Town

that at the time of execution of this Agreement:

- A. <u>Authority.</u> The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- B. <u>Solid Waste Disposal.</u> The Contractor has entered into a contract for Disposal Services.
- C. <u>Licenses; Materials.</u> The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.
- D. <u>Insurance/Bonds.</u> The Contractor has obtained and submitted to the Town (1) certificates of insurance for all required insurance coverage specified in this Agreement.
- E. <u>Legal Arizona Workers Act Compliance:</u> To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The Town retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant they will keep the papers and records which relate to the requirements of this paragraph open for inspection during normal business hours.
- F. <u>No Legal Action Pending.</u> To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor

in connection with the transactions contemplated hereby.

#### 2. <u>Term of Agreement.</u>

2.1 <u>Initial Term.</u> Unless terminated sooner in accordance with the provisions

of this Agreement, the term of this Agreement shall commence on the Commencement Date and shall continue in effect until the Expiration Date (the "Initial Term").

2.2 Option to Renew. After the Initial Term, Town shall have the option at its

sole discretion to renew this Agreement for up to four (4) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and each Party will automatically be renewed on a year to year basis.

3. <u>Solid Waste Services, Bulk Waste Services and Recycling Services.</u> The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates.

#### 3.1 Solid Waste.

A. <u>Residential Solid Waste Services.</u> Contractor shall dispose of the Residential Solid Waste at the Disposal Facility.

- 4. Inspection of Loads and Rejected Loads.
- 4.1 <u>Contractor's Right to Inspect Loads.</u> The Contractor may inspect each delivery prior to and upon their discharge at the Facility.
  - 4.2 Procedure upon Rejection of Load.

A. <u>Notice of Rejected Load.</u> If the Contractor designates a load as a Rejected Load for a reason. Contractor must provide written notice to the Town, including the reason the load was designated a Rejected Load.

#### 5. Ownership.

5.1 <u>Disposal Facility and Recycling Facility Equipment.</u> The Disposal Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Materials. Contractor shall separately weigh, record and tabulate each load from Town residents.

- 6. <u>Personnel.</u> Contractor shall assign a qualified person or persons who will be in charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator.
- 7. <u>Hours of Operation and Holidays.</u> Contractor shall not make any changes to the hours of operation as provided in this Section without the prior, written approval of the Contract Administrator.
- 7.1 <u>Disposal Facility.</u> Excluding holidays as defined in subsection below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste five days per week (Mon-Sat) between 7:00 AM, Local Time to 6:00 PM, Local Time.
- 7.2 <u>Holidays.</u> For purposes of this Agreement, "Holidays" shall include the following:
  - A. New Year's Day
  - B. Thanksgiving Day
  - C. Christmas Day
  - 8. <u>Customer Service Complaints.</u> Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.
    - 9. <u>Customer List, Billing and Collections, Payment and Annual Adjustments.</u>
  - 9.1 <u>Customer List.</u> On or prior to 2013, the Town shall provide Contractor with a Residential Service Unit customer list and a Town Facility customer list. Contractor shall provide Disposal Services to all Town residents and Town Facility customers.
    - 9.2 Billing and Collection.
      - A. Solid Waste and Bulk Waste Disposal Services. The

Contractor shall bill Residential Service Units for Residential Solid Waste and Bulk Waste in accordance with the rate structure established, respectively, attached hereto as a part of the Price Page and as may subsequently be adjusted as set forth in this Agreement.

- 1. <u>Understandable Bills.</u> Bills will be clear, concise and understandable. Bills must be fully itemized, clearly delineating all activity during the billing period, including optional charges, rebates and credits.
- 2. <u>Delinquent and Closed Accounts.</u> The Contractor shall discontinue refuse disposal service at any Residential Unit as set forth in a written notice sent to it by the Town.

Upon further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled disposal day.

3. <u>Individual Rights.</u> Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

#### 4. Town Payment to Contractor.

4.1 <u>Town Self Hauling Disposal Services.</u> Town shall pay Contractor for Town Residents' Disposal Facility Services at the rates set forth minus any disputed amounts.

- 9.3 Insurance Requirements. The Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "\_\_\_", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Contractor under this Agreement. The Contractor insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials, and employees as Additional Insured.
- A. General Liability. The Contractor shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be least as broad as Insurance Service Office, Inc., Policy Form CG000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG20101185 (October 2001 version).
- B. Automobile Liability. The Contractor shall, at its expense, maintain a Commercial/Business Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include

coverage for loading and off-loading hazards. If hazardous substances, material or wastes are to be transported, MCS 90 endorsement shall be included and \$2,000,000.00 per accident limits for bodily injury and property shall apply.

9.4 <u>Annual Rate Adjustments.</u> All costs proposed in the Price Page shall remain fixed from the execution of this Agreement through June 30, 2014. On July 1, 2014 and every July 1st thereafter during the Term of this Agreement, all cost of Collection Services, excluding costs associated with Carts, costs associated with Containers, costs of disposal and costs of processing and marketing, shall be adjusted, increased or decreased, according to this Section. The annual adjustment shall be 85% of the Consumer Price Index — All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI").

Notwithstanding the result of the calculation for the composite indices, in no event shall the cumulative rate adjustment (the CPI) exceed 4% per year.

- 10. <u>Taxes.</u> Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.
- 11. Compliance with Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.
- 12. <u>Compliance with Municipal Code.</u> The Contractor shall acknowledge those provisions of the municipal code of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.
  - 12.1 Residential Bulk Trash Placement and Collection Services.
    - A. It shall be unlawful to place bulk trash out for collection more than one week prior to the scheduled placement date. The one week period includes the two weekends prior to the scheduled placement date.
    - B. Bulk trash shall be placed out for collection no later than 6:00 a.m. on the scheduled placement date.
    - C. Bulk trash placed out for collection shall be in neat stacks.

- D. Bulk trash placed in alleys shall be placed adjacent to the property line. Bulk trash placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. Bulk trash shall not be placed on the sidewalk or in the street.
- E. Bulk trash shall not be placed within five feet of any fixed object, solid waste or recycling container, or in any manner which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.
- F. The amount of bulk trash placed for collection shall not exceed a total uncompacted volume of 20 cubic yards.
- G. Items of bulk trash which are acceptable for normal residential collection are:
  - 1. Tree limbs and branches less than four feet in length and 12 inches in diameter:
  - 2. Palm fronds;
  - 3. Metal materials 20 pounds or less;
  - 4. Pipe less than one inch in diameter and less than four feet in length;
  - 5. Cardboard boxes;
  - 6. Bagged or boxed leaves, weeds, grass, small hedge and vegetation clippings;
  - 7. Manufactured items, such as washers, dryers, hot water heaters and appliances and equipment not containing refrigerants;
  - 8. Twenty-five pounds or less of construction and demolition solid waste generated by a resident;
  - 9. Hedge clippings, such as oleanders; and
  - 10. Rubbish consisting only of cardboard, wooden boxes, brush, furniture, appliances, weeds and cuttings from trees or shrubs may be kept separately, without depositing in containers. Bulk materials, such as leaves and lawn clippings, if not placed in containers, shall be in a sack or receptacle for ease of loading. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only be transported, kept and used. Nothing in this section shall be constructed as to permit the violations of any provision of this code, any ordinance or any rule or regulation of the Department.

- H. Items of bulk trash which are not acceptable for normal residential collection include:
  - 1. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor;
  - 2. Vehicles or equipment parts in excess of 20 pounds;
  - 3. Metal material in excess of 20 pounds;
  - 4. Tires:
  - 5. Pipe over one inch in diameter or over four feet in length;
  - 6. Cement, cement blocks, bricks, asphalt, stones and dirt; and
  - 7. Lead acid batteries.
- It shall be a violation of this chapter to place unacceptable items, an amount exceeding 20 cubic yards or improperly placed bulk trash items out for collection. The responsible party shall remove and dispose of all bulk trash improperly placed, bulk trash exceeding 20 cubic yards and any unacceptable items of bulk trash at their own expense.
- J. The town municipality may abate any violation of this section pursuant herein.
- K. The Director may require that yard waste be separated from other bulk trash for collection in an alternative manner.
- 13. Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities and equipment, including the Disposal Facility operated by the Contractor, and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

#### 14. Dispute Resolution.

14.1 <u>Interpretation of Agreement.</u> Except as provided otherwise in this Agreement and to the extent prohibited by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.

- 14.2 <u>Definition of Claim.</u> As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.
- 14.3 <u>Process for Dispute Resolution.</u> In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.
- 14.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 30 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.
- 15. <u>Force Majeure.</u> Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its

obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, extremely abnormal and excessively inclement weather, acts of the public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities and suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

- 16. <u>Labor Unrest.</u> Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the company will be considered an excuse from performance to the extent that Contractor meets the terms of this Section. Notwithstanding other remedies to which the Town shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:
  - 1) Provide a contingency plan to the Town within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to Town approval and Contractor shall amend the plan to meet Town requirements, including reasonably demonstrating how Town basic collection and sanitary needs will be met to the Town's satisfaction. The contingency plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.
  - 2) Meet the requirements agreed to in the contingency plan.
  - 3) Meet the requirements below:

Contractor shall meet all requirements under this section or Town may revoke any excuse from performance as offered herein and may further choose to use the enforcement provisions of this Agreement, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

17. <u>Procedures In Event of Excused Performance.</u> The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of the Contractor's services caused by one or more of the events excused shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

18. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

#### 19. Insurance.

#### 19.1 <u>General.</u>

A. <u>Insurer Qualifications.</u> Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. <u>No Representation of Coverage Adequacy.</u> By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. <u>Coverage Term.</u> All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- E. <u>Primary Insurance</u>. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.
- F. <u>Waiver</u>. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- G. <u>Policy Deductibles and/or Self-Insured Retentions</u>. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
  - H. Use of Subcontractors. If any work under this Agreement is

subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

# **Town of Florence Insurance Requirements for Contractors**

Employer's Liability	\$1,000,000		
Contractors General Liability			
<ul> <li>f. General Aggregate</li> <li>g. Products – Completed Operations Aggregate</li> <li>h. Personal and Advertising Injury</li> <li>i. Each Occurrence (Bodily Injury and Property Damage)</li> <li>j. Excess or Umbrella Liability</li> <li>3.) General Aggregate per job</li> </ul>	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$3,000,000		
per policy year	\$5,000,000		
4.) Each Occurrence per job per policy year	\$3,000,000 \$5,000,000		
Automobile Liability			
d. Bodily Injury: Each Person	\$1,000,000		
Each Accident	\$1,000,000		
e. Property Damage Each Accident	\$1,000,000		
f. Combined Single Limit of	\$1,000,000		
Contractual Liability			
c. Bodily Injury: Each Accident	\$2,000,000		
Annual Aggregate	\$2,000,000		
d. Property Damage: Each Accident	\$2,000,000		
Annual Aggregate	\$2,000,000		
Each Accident	\$2,000,000		
Annual Aggregate \$2,000,00			

#### Workman's Compensation

d.	Bodily Injury by Accident	each accident	\$1,000,000
e.	Bodily Injury by Disease	each employee	\$1,000,000
f.	Bodily Injury by Disease	policy limit	\$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

#### 20. Miscellaneous.

- 20.1 <u>Survival.</u> Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 20.2 <u>Joint Preparation</u>. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 20.3 <u>Further Assurance.</u> Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 20.4 <u>Time of the Essence.</u> For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.
- 20.5 <u>Captions and Section Headings.</u> Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 20.6 <u>No Waiver.</u> No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 20.7 <u>Exhibits.</u> All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.
- 20.8 <u>Independent Contractor.</u> The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to

workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

- 20.9 <u>Amendments.</u> This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.
- 20.10 <u>Provisions Required by Law.</u> Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 20.11 <u>Severability.</u> In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.
- 20.12 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.
- 20.13 <u>Assignment.</u> No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 20.14 <u>Subcontracts.</u> This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.
- 20.15 <u>Rights and Remedies.</u> No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.
- 20.16 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- 20.17 <u>Liens.</u> All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

#### 20.18 Offset.

- A. <u>Offset for Damages.</u> In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.
- 20.19 <u>Notices and Requests.</u> Unless a specific time frame for notice is otherwise specifically set forth in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town:

Town of Florence

P.O. Box 2670

Florence, Arizona 85132

Facsimile: (520) 868-7564

Attn: Charles A. Montoya, Town Manager

With copy to:

Town Attomey

P.O. Box 2670

Florence, Arizona 85132

Facsimile: (520) 868-7564

Attn: James Mannato

or at such other address and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three Business Days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following Business Day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following Business Day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Facsimile:

20.20 <u>Confidentiality of Records.</u> The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

20.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 31.22 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 31.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

20.22 <u>E-verify Requirements.</u> To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

20.23 <u>Conflicting Terms.</u> In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

20.24 <u>Applicable Law; Venue.</u> This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, Pinal County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"Town" "Contractor"

TOWN OF FLORENCE, an Arizona	<del></del>
municipal corporation	a(n)
	By:
Mayor	
ATTEST:	Name:
	Its:

# (ACKNOWLEDGEMENTS)

STATE OF ARIZONA	)		
	) ss.		
COUNTY OF PINAL )			
This instrument w	as acknowledged before r	me on	, 20,
by, the on behalf of the Town of I		FLORENCE, an Arizona munic	ipal corporation,
		Notary Public in and for the	State of Arizona
My Commission Expires:			
STATE OF			
	) ss.		
COUNTY OF			
This instrument was ackn	owledged before me on_		, 20,
by	as	of	
a(n), on b	ehalf of the corporation.		
My Commission Expires:		Notary Public in and for the S	tate of

Exhibit A Landfill or Transfer Station Services for Residents (the Proposal)

Exhibit B Proposal (Later)

Exhibit C Prices (Later)



# TOWN OF FLORENCE COUNCIL ACTION FORM

# AGENDA ITEM 15c

☐ 2<sup>nd</sup> Reading

MEETING DATE: June 17, 2013	
<b>DEPARTMENT:</b> Community Development	<ul><li>☑ Action</li><li>☐ Information Only</li><li>☐ Public Hearing</li></ul>
STAFF PRESENTER: James A. Mannato	<ul><li>☐ Resolution</li><li>☐ Ordinance</li></ul>
Town Attorney	☐ Regulatory ☐ 1 <sup>st</sup> Reading

**SUBJECT:** Authorization for the Town of Florence to

purchase APN 200-41-017 (Ophelia A. Padilla Trust property).

### .

Other

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

Motion to authorize the Town Manger to enter into a contract to purchase APN 200-41-0170 (Ophelia A. Padilla Living Trust property) for an amount of \$32,500.00 and to complete all documents related to this conveyance.

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

If this acquisition is approved as presented, staff will take the next steps to combine the subject lot with the adjacent Silver King Marketplace property so that we are able to enhance the outdoor space for the Silver King Marketplace and provide a high quality open space at the north end of the Main Street core. Plans would include the abandonment of Granite Street that now divides the two lots. Staff is envisioning an inviting open space area that provides shade, grass areas, seating areas and an environment that is comfortable for outdoor gatherings and small events. The outdoor space will provide an extension of the indoor space at the Silver King Marketplace, which should promote the Silver King's potential to include more restaurants. Staff and the family members of Ophelia A. Padilla, a former resident that cared deeply about Florence, would also like the park plans to include a plaque commemorating the former owner of this parcel.

The representatives of the Trust have agreed to sell the subject lot to the Town for the amount of the appraisal. Staff has spoken to consultants that may be willing to offer planning and engineering services for this project leading to the development of a Design Concept Plan for the park. The park designs would be vetted and finalized through a work-session process to ensure support for our efforts. These plans would then be prepared for a Design-Build contract that would need to be bid out through the regular procurement process.

#### **FINANCIAL IMPACT:**

The purchase price of the subject lot, plus any funds that may be expended to develop a park on the subject site and long-term operational/maintenance costs.

#### **RECOMMENDATION:**

Authorize the Town Manger to enter into a contract to purchase APN 200-41-0170 (Ophelia A. Padilla Living Trust property) for an amount of \$32,500.00 and to complete all documents related to this conveyance.

#### **ATTACHMENTS**:

Real Estate Contract/Deed Property Appraisal Title Report

#### REAL ESTATE PURCHASE CONTRACT

- **1. RECITALS.** This Contract dated this 17th day of June, 2013, by and between the Town of Florence, an Arizona municipal corporation, ("Purchaser"), and Cecilia M. Petty and L. Henry Padilla, Successor Trustees of the Ophelia A. Padilla Living Trust dated January 12, 2007, collectively referred to herein as ("Seller").
- **2. OFFER.** Seller has offered to purchase and Purchaser has agreed to sell the premises generally located in Florence, Arizona known as Pinal County Assessor's Parcel No. 200-41-017("the Property").
- **3. PROPERTY DESCRIPTION AND OFFER.** Seller agrees to sell and Purchaser agrees to purchase the Property, more particularly described as:

All of Block 78 and the East 20 feet by 125 feet adjoining, Townsite of Florence, according to the Plat on file in the Office of the Pinal County Recorder in Book 1 of Maps, page 2.

which includes, at no additional cost to Purchaser, all fixtures and improvements thereon, as well as the following items, if any, owned by Seller and presently located on or in the Property: electrical distribution systems including but not limited to power panels, ducting, conduits and disconnects, lighting fixtures; telephone distribution systems including but not limited to lines, jacks and connections; utility lines, meters and connections, if any, collectively, (the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.

- **4. PERSONAL PROPERTY.** Personal Property included: None.
- **5. PURCHASE PRICE**. Full purchase price of the Property is \$32,500.00 (Thirty Two Thousand Five Hundred Dollars, USD). The Purchase Price shall be payable as follows:
  - A. Seller shall receive a certified check from Purchaser drawn on the National Bank of Arizona in the amount of \$32,500.00 (Thirty Two Thousand Five Hundred Dollars, USD).
- 6. CLOSE OF ESCROW. Purchaser and Seller hereby agree that the "Close of Escrow" shall occur upon recordation of the deed and any other documents required to complete this transaction in the office of the Pinal County Recorder. The parties

expressly agree that the failure of any party to comply with the terms and conditions of this Contract by the scheduled Close of Escrow shall constitute a material breach of this Contract.

- A. Purchaser and Seller shall comply with all terms and conditions of this Contract and Close Escrow on June 17, 2013, but in any event no later than June 19, 2013. Any other closing date requires the written mutual agreement of Purchaser and Seller.
- B. Possession and occupancy of the Property shall be delivered to Purchaser at the Close of Escrow.
- 7. **SELLER'S RESPONSIBILITY REGARDING LIENS.** Seller shall keep the Property free and clear of liens, and shall indemnify and hold Purchaser harmless from all liability, claims, demands, damages and costs resulting from such liens, if any.
- 8. **FINAL WALKTHROUGH.** Seller hereby grants Purchaser and any representative of Purchaser reasonable access to conduct a final walkthrough of the Property for the purpose of satisfying Purchaser that any repairs agreed to by Seller have been completed and further, that the Property is in substantially the same condition as on the date of the mutual execution of the Contract. Seller shall make the Property available for the final walkthrough. If Purchaser does not conduct such walkthrough, Purchaser *specifically releases Seller of any liability*.
- 9. SELLER'S RESPONSIBILITY REGARDING FINAL WALKTHROUGH. Seller shall make the Property available for all inspections during the Due Diligence Period and final walkthrough. Seller understands that the inspections and final walkthrough require that all utilities be on and the Seller is responsible for providing same at Seller's expense.
- **10. SANITATION AND WASTE DISPOSAL.** Purchaser is aware and Seller warrants that the Property is on a sanitary sewer system or has sanitary sewer service available.
- 11. CHANGES DURING ESCROW. Seller shall immediately notify Purchaser in writing: (i) of any changes in the disclosures made herein, in the Seller Property Disclosure Statement, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller enters into any new leases, rental agreements, service contracts or other agreements affecting the Property.

Purchaser shall be allowed five (5) days after receipt of any such notice to provide written notice to Seller of any items disapproved.

- 12. SELLER PROPERTY DISCLOSURE STATEMENT ("SPDS"). Purchaser hereby waives the requirement of a SPDS.
- 13. ADDITIONAL SELLER DISCLOSURES AND INFORMATION. Seller shall provide to Purchaser the following disclosures and information pertinent to the Property: (1) any information known to Seller that may adversely affect the Purchaser's use of the Property; (2) any known or pending special assessments, association fees, liens, encumbrances, claims or litigation pertaining to the Property; (3) copies of covenants, conditions and restrictions, articles of incorporation, by-laws, other governing documents and any other documents required by law; (4) financial statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases, rental agreements or service contracts; (5) a copy of the most recent survey, if available; and (6) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control, provided however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others. The Purchaser shall provide written notice to Seller prior to the execution of this Contract of any items disapproved.
- 14. NO SELLER OR TENANT BANKRUPTCY, PROBATE OR INSOLVENCY PROCEEDINGS. Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- 15. SELLER'S NOTICE OF VIOLATIONS. Seller represents that Seller has no knowledge of any notice of violations of Town, County, State or Federal building, zoning, fire or health laws, codes, statutes, ordinances, regulations or rules filed or issued regarding the Property. If Seller receives notice of violations of any of the aforementioned prior to the Close of Escrow, Seller shall immediately notify Purchaser in writing. Purchaser shall have five (5) days after receipt of such notice to provide written notice to Seller of any items disapproved.
- **16. TITLE AND VESTING.** Taking title may have significant legal, estate planning and tax consequences. Purchaser should obtain legal and tax advice.

- A. Purchaser will take title in name of the "Town of Florence, an Arizona municipal corporation".
- 17. TITLE COMMITMENT AND TITLE INSURANCE. Purchaser has obtained at Purchaser's expense a Standard Owner's Title Insurance Policy showing that title is vested in the Ophelia A. Padilla Living Trust dated January 12, 2007.
- **18. FORM OF TITLE.** Seller shall convey title by quitclaim deed.
- 19. POST CLOSING MATTERS. The parties shall promptly adjust any item to be prorated that is not determined or determinable at Close of Escrow as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Purchaser and Seller agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustment.
- **20. ASSESSMENTS.** The amount of any assessment that is a lien as of the Close of Escrow shall be: Paid in full by Seller.
- 21. IRS and FIRPTA REPORTING. Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign and deliver to Purchaser a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Seller acknowledges that if the Seller is a foreign person, the Purchaser must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

### 22. WARRANTIES.

A. Seller Warranties. Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession of the Property or Close of Escrow, all heating, cooling, mechanical, plumbing and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heater, if any), and built-in appliances will be in working condition or as otherwise agreed in this Contract. Seller also warrants that, at the earlier of possession or Close of Escrow, the Property shall be in substantially the same condition as on the date of the mutual execution of the Contract.

**B.** Purchaser Warranties. Purchaser warrants that Purchaser has disclosed to Seller any information that may materially and adversely affect the Purchaser's ability to close escrow or complete the obligations of this Contract. At the earlier of the removal of all contingencies, possession of the Property or Close of Escrow, (a) Purchaser warrants to Seller that Purchaser has conducted all desired independent investigations and accepts the Property and (b) Purchaser acknowledges that there will be no Seller warranty of any kind.

### 23. WARRANTIES THAT SURVIVE CLOSING.

Prior to the Close of Escrow, Seller warrants that payment in full will have been made for all rental and/or privilege taxes, labor, professional services, materials, machinery, fixtures, or tools within the 150 days immediately preceding the Close of Escrow in connection with the construction, alteration, or repair of any structure on or improvement made to the Property. Seller warrants that the information in Paragraph 10 above regarding connection to, or the availability of a public sewer system is correct to Seller's knowledge. Seller warrants that Seller has disclosed to Purchaser and Broker(s) all material latent defects and any information concerning the Property known to Seller, which materially and adversely affect the consideration to be paid by Purchaser.

**24. REMEDIES.** The parties agree to the remedies for breach of the Contract indicated below.

#### A. If Purchaser is in Breach:

All Rights and Remedies: Seller may cancel this Contract pursuant to Paragraph 30 below and/or proceed upon any claim or remedy that Seller may have in law or equity.

- **B.** If Seller is in Breach: All Rights and Remedies: Purchaser may cancel this contract pursuant to Paragraph 30 below, shall be entitled to the return of the Earnest Money, if any, and/or proceed upon any claim or remedy that Purchaser may have in law or equity.
- **25. MEDIATION.** Seller and Purchaser agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations

made by the Seller or Purchaser in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court action. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decision. The parties must agree and sign an agreement before any settlement reached at the mediation is binding. Mediation shall take place in the State of Arizona and County of Pinal. All mediation costs shall be paid equally by the parties to the Contract.

- 26. EXCLUSIONS FROM MEDIATION. The following matters are excluded from mediation hereunder: (a) any action brought in the Small Claims Division of an Arizona Justice Court (up to \$2,500), so long as the matter is not thereafter transferred or removed from the Small Claims Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.
- 27. ATTORNEYS FEES AND COSTS. If Seller or Purchaser files suit against the other to enforce any provision of this Contract or for damages sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorney's fees and costs as awarded by the court. Costs shall include, without limitation, reasonable attorney's fees, expert witness fees, fees paid to investigators and court costs.
- **28. CANCELLATION.** Any party who wishes to cancel this Contract because of any material breach by another party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract by delivering written notice of cancellation to either the breaching party or the Escrow Company stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or the Escrow Company.
- **29. RISK OF LOSS.** If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close of Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act

- of God, the risk of loss shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Purchaser or Seller may elect to cancel the Contract by written notice pursuant to Paragraph 28 above.
- **30. SUBSEQUENT OFFERS.** Purchaser acknowledges that Seller has the right to accept subsequent offers until the Close of Escrow. Purchaser understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of this Contract.
- **31. ARIZONA LAW.** This Contract shall be governed by Arizona law and the jurisdiction and venue of any legal action relating to this Contract or the breach thereof shall be in an Arizona court of competent jurisdiction located in Pinal County, Arizona.
- **32. FUTURE EFFECT.** The parties acknowledge that time is of the essence in performance of the obligations described herein. All the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof subject to the provisions of Paragraph 35 below.
- **33. SEVERABILITY.** If any provision of this Contract is declared void or unenforceable, such provision shall be severed from this Contract, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this Contract shall remain in full force and effect, but the provision requiring such action shall be severed from this Contract.
- 34. ENTIRE AGREEMENT. This Contract and any addenda and attachments, shall constitute the entire agreement between Purchaser and Seller, and shall supersede any other written or oral agreements between Purchaser and Seller. This Contract, including any extension of time periods referenced herein, can be modified only by a writing signed by Purchaser and Seller. A fully executed facsimile copy of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed and delivered by facsimile and in any number of counterparts, which shall become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. All references to days in this Contract shall be construed as calendar days.

- **35. NAMING.** The Property shall be named by Purchaser as "Padilla Park at Silver King Plaza".
- **36. ASSIGNMENT.** This Contract may not be assigned by Seller without the written approval of the Town of Florence.

THE UNDERSIGNED AGREES TO PURCHASE THE PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED AND ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

# PURCHASER – TOWN OF FLORENCE, ARIZONA

By:	Da	ate:
Tom J. Rankin, M	layor	
Attest:		
Lisa Garcia – To		
Approved as to Form:		
	James E. Mannato – Town A	

THE UNDERSIGNED AGREE TO SELL THE PROPERTY ON THE TERMS AND CONDITIONS HEREIN STATED AND ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

# SELLER – OPHELIA A. PADILLA LIVING TRUST dated JANUARY 7, 2007

By:			
L. Henry Padilla – Su	iccessor Trustee		
Ву:			
Cecilia M. Petty – Su	ccessor Trustee		
STATE OF ARIZONA	)		
County of Pinal	) ss. )		
The foregoing instrument was act by L. Henry Padilla and Cecilia instrument by and on behalf of Copurposes therein stated.	M. Petty who, being	g authorized to do so, e	executed the foregoing
My commission expires:		Notary Public	

## LAND APPRAISAL REPORT

n	To.							File No. GC-055		
I	Branch Address DO	own of Florence Arizo	ona C	ensus Tract 000	9.01		Мар	Reference Florence	Townsite	
L	- City Florence	BOX 301 - SEc of Ruge			, Arizona					
K	Legal Description Flo	rence Townsite Block	× 79 and the East 3	ounty Pinal		State AZ Zip Code 85132				
ē	Legal Description Florence Townsite, Block 78, and the East 20 Feet of the Adjacent  Sale Price \$ N/A Date of Sale N/A Loan Charges to be said by sails \$ N/A  Actual Real Fixtate Taxes \$ 656, 18						t Parcel (Assessor Records) roperty Rights Appraised  Fee Leasehold De Minimis PUD			
6	Actual Real Estate Tax		(yr) Loan charges to be		1/A		concessions	. L' remeinin L'	De MURHES LOD	
ı		n of Florence Arizona					Street, Florence	ce. Arizona		
L	Occupant Vacant La		Wade Clark, MAI	lr	structions	to Appraiser E	stimate Marke	t Value		
ı	Location	∪rban	Suburbar	n 🗌 Ru	ral			Good Avg.	Fair Poor	
ı	Built Up Growth Rate	Cully Day Doorid			der 25%	Employment S				
	Property Values	Fully Dev. Rapid	☐ Steady	⊠ Sid		Convenience to				
l	Demand/Supply	Shortage	0		clining ersupply	Convenience to				
L	Marketing Time	Under 31			er 6 Mos.		ublic Transportati	on $\square$		
SIGNOODIO	Present 60 % On	e-Unit 10 % 2-4 Unit		ondo 25 % Co		Recreational Fa				
100	E Land Use% Ind	ustrial % Vacant	%			Adequacy of U				
Ca	Change in Present	Not Likely	Likely (*)	☐ Taking	Place (*)	Property Comp	atibility	N D		
6	Land Use	(*) From N/A	To N//			Protection from	n Detrimental Con			
12	Predominant Occupanc	,	Tenant	% Vaca		Police and Fire				
l	One-Unit Price Range One-Unit Age Range	\$ 55,000 to \$	<u>175,000</u> Predom 20 yrs. Predomina	ninant Value \$ 12			ance of Propertie			
ı		ose factors, favorable or un	afavorable affecting mad	nt Age 40	yrs.	Appeal to Mark	er			
l	of Florence Ariziona.	The townsite is contain	ed within an annrovim:	ately one mile ra	Hius of the	sulliant The s	instij <u>The subje</u>	ct is located with the	original townsite	
	infrastructure and is	within the stable phase	of its life cycle.	utory of to Time Tax	alus Of title	subject. The a	nea provides ad	equate proximity to ai	TOTTIS OF SOCIAL	
L										
	Dimensions 125 x 1			=		18,125		⊠ Corn	er Lot	
		MFR higher density re				mprovements	⊠ Do □	Do Not Conform to Zo	ning Regulations	
ı	Highest and Best Use	Present Use (	Other (specify) Specula							
	Public Elec.	Other (Describe)	OFF SITE IMPROVEM  et Access Public			vel at street				
L	Gae 🕅		ace Asphalt	Private Si		rpical, a full ci ectano <b>le</b>	ty block			
SITE	Water 🕅 -		ntenance Public	Private Vi	,	ban, Residen	1000			
2	San. Sewer 🖂		2			pears Adequ				
	☐ Under	rground Elect. & Tel. 🛛	Sidewalk S	Street Lights Is	the propert	v located in a FF	MA Special Floor	Hazard Area?	Yes 🖂 No	
	Comments (favorable or	unfavorable including any	apparent adverse easen	nents, encroachme	nts, or oth	er adverse condit	tions) No apr	arent adverse eas	ements,	
	encroachments or	conditions. Formal titl	e report or survey n	ot provided. In	ormatio	n is that from	the Pinal Cou	nty Assessor.		
	l									
H	The undersigned has re	cited the following recent	sales of proportion mo	et eimilar and arr	vimata to	nuhinat and has	canaidarad than	a in the montest evelor	The desired	
	i includes a donar adris	arneni revecano markei o	eaction to those items	AT CHARMEN AND VAL	iation hote	voon the eubien	t and anmount	a proportion if a nign	Minama Mana in Aba	
	i comparable property is	s suberior to or more to	avorable than the subje	et nronerty a m	inue ()	adiustment is m	aubor audt aber	ing the indicated value	a of authiout if a	
	TEM ITEM	comparable is inferior to comparable is inferior to comparable.	i less lavorable than th	e subject property	, a plus (	+) adjustment i	s made thus incr	easing the indicated va	lue of the subject.	
		- SEc of Ruggles Stree	COMPARABI	LE NO. I	904 N F	COMPARABLE		COMPARAB	LE NO. 3	
	Florence, A		Florence, AZ 85232		Florence	Pinal Parkway Ave 585 N King St ce, AZ Florence, AZ				
	Proximity to Subject		0.57 miles E		0.65 m			0.50 miles E		
	Sales Price	\$ N/A	\$	166,500		\$	182,500		15,500	
Sis	Price \$/Sq. Ft.	\$	\$	7.22	2	\$	6.00	\$	1.38	
₹	Data Source(s)	DECOSIDERAL	MLS/Agent/Public F			gent/Public Re		MLS/Agent/Public	Record	
Ž	Date of Sale/Time Adj.	DESCRIPTION	DESCRIPTION Listing	+(-)\$ Adjust.		SCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	
₹	Location	Off Street/Core	Superior Frontage		Listing	or / Pad Site		Pending		
S	Site/View	Urban	Urban/Similar	-52,000	Urban/s			Inferior / Sur. Dev. Urban/Similar	+1,550	
-	Size	18,125 SF	23,087 SF		30,409			11,247 SF	+	
MARKET	Zoning	MFR	TR / Superior	-33,000	C1 / Su			R1/ Inferior	+3,100	
Ž										
	Sales or Financing	A17A								
	Concessions	N/A	N/A		N/A			N/A		
	Net Adj. (Total)		□+ ⊠-\$	-106,625	+	⊠ -  \$	-118,425	⊠+	1000	
-	Indicated Value		W	-100,020	1		-110,423	M+	4,650	
-	of Subject		\$	59,875		\$	64,075	s	20,150	
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أع	Final Reconciliation									
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5	I (WE) ESTIMATE THE M	ARKET VALUE, AS DEFIN	ED, OF THE SUBJECT P	ROPERTY AS OF		5/17/2014	TO BE \$	\$32,50	00	
5	Appraiser Wade Cl			Su	pervisory /	Appraiser (if appi				
	Date of Signature and Re			Da	te of Signa					
1	Title Managing Dire			Tit						
-	State Certification # AZ Or State License #	CGREA 30214			te Certifica				ST	
		ertification or License 8	/31/2014		State Lice		notion or I !		ST	
1	Date of Inspection (if app	icable)	13 1120 14				cation or License ct Property Date			
-	appropriate to appropriate				DIG.	promotinospe	or Linheith Daile	OI IIIOPECIIOII	- 1	

## **ADDITIONAL COMPARABLE SALES**

Address PO BOX 30 Florence, A Proximity to Subject Sales Price	SUBJECT PROPERTY	I CHMPA							
Florence, A Proximity to Subject		COMPARABLE NO. 4		COMPARABLE NO. 5			COMPARABLE NO. 6		
Proximity to Subject				3818 N Minnesota Ave		200 S Arizona Blvd			
Proximity to Subject		Florence, AZ Florence, AZ 85132			Coolidge, AZ 85128				
		0.54 miles E							
	\$ N/A		\$ 33,00		10	45.55	8.83 miles SW		
					\$	15,000		40	
	\$		\$ 1.7		\$	1.43	\$		
Data Source(s)		MLS/Agent/Put		MLS/Agent/Pub	lic Reco	rd	MLS/Agent/Public		
ITEM	DESCRIPTION	DESCRIPTION	N +(-)\$ Adjust	. DESCRIPTION	1 +	(- )\$ Adjust.	DESCRIPTION	+(-)\$ Ac	
Date of Sale/Time Adj.	N/A	Sale - 8/12	1 14 1 1 1 1 1	Sale - 4/11	· · ·	( ) y / tajaot.		T(- /4 /4	
				<del></del>			Sale - 4/12		
	Off Street/Core	Off Street/Core	1	Off Street / Inf. I	Dev.	+1,500	Superior / Pad Site	4	
	Urban	Urban		Urban	İ		Urban		
Size	18,125 SF	19,371 SF		10,500 SF			14,000 SF		
	MFR	MFR		MH		.4.500			
Lorenty	IAH I.C	IVII		IVIT		+1,500	Commercial	-2	
	N/A	N/A		N/A			N/A		
Concessions									
let Adj. (Total)		O+ O-	\$		\$	0.000			
ndicated Value				MT   LI-	a	3,000		-6,	
1	3								
of Subject		1 9/ =	\$ 33,000		\$	18,000	s	34,	
Comments on Market Da	ta Greatest empha	sis on sales for	ir and five due to the	ne angregate leve	d of adiu	etmont as	well as the fact the	u oro looot	
dithin the Town of F	lorence. All sales are	the circulate rou	a did no due to u	ic aggregate leve	i oi auju	Suntin as	wen as the fact the	y are local	
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File No. GC-055-C

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

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

# STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
- 2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
- 3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
- 6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- 8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
- 9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgage or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- 10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

# ADDRESS OF PROPERTY ANALYZED: PO BOX 301 - SEc of Ruggles Street and Quartz Street, Florence, Arizona, Florence, AZ

APPRAISER:	SUPERVISORY or CO-APPRAISER (if applicable):
Signature:	Signature:
Name: Wade Clark, MAI	Name:
Title: Managing Director	Title:
State Certification #: AZCGREA 30214	State Certification #:
or State License #:	or State License #:
State: AZ Expiration Date of Certification or License: 8/31/2014	State: Expiration Date of Certification or License:
Date Signed: 5/20/2013	Date Signed:
	Did Did Not Inspect Property

# **Subject Photo Page**

Owner	Client: Town of Flor	rence Arizona				
Property Address	PO BOX 301 - SEC	of Ruggles Street and Quartz Street, Florence, Arizona			-	$\neg$
City	Florence	County Pinal	State	AZ	Zip Code 85132	
Client						$\neg \neg$



Subject Front
PO BOX 301 - SEc of Ruggles &
Sales Price N/A
G.L.A.
Tot. Rooms

Tot. Bedrms. Tot. Bathrms.

Location Off Street/Core Urban

View Site Quality Age





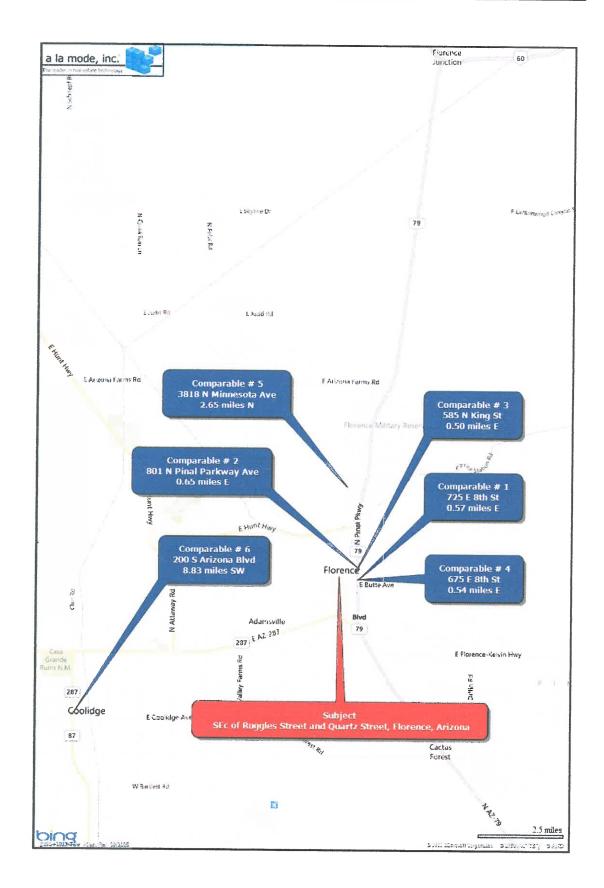




Form PIC4x6.SR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

#### **Comparable Land Data Map**

Owner	Client: Town of Florence Arizona				
Property Address	PO BOX 301 - SEc of Ruggles S	Street and Quartz Street, Florence, Arizo	na		
City	Florence	County Pinal	State AZ	Zip Code 85132	$\dashv$
Client					-



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

# **QUITCLAIM DEED**

For the consideration of Ten Dollars, and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee,

The OPHELIA A. PADILLA LIVING TRUST dated JANUARY 7, 2007, by and through its Successor Trustees, L. Henry Padilla and Cecilia M. Petty, hereafter called the Grantor, hereby quitclaims to the Town of Florence, Arizona, an Arizona municipal corporation, hereafter called the Grantee, any and all right, title and interest which Grantor may hold in the following real property located in Pinal County, Arizona:

Pinal County Assessor's Parcel No. 200-41-017, and further described as:

All of Block 78 and the East 20 feet by 125 feet adjoining, Townsite of Florence, according to the Plat on file in the Office of the Pinal County Recorder in Book 1 of Maps, page 2.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, the revisions and revision, remainders, rents, issues and profits thereof.

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

DATED as of this 17th day of June, 2013.

L. Henry Padilla – Successor Trustee

Cecilia M. Petty – Successor Trustee

STATE OF ARIZONA
) ss.

County of Pinal
)

The foregoing instrument was acknowledged and executed before me this day of June, 2013, by L. Henry Padilla and Cecilia M. Petty who, being authorized to do so, executed the foregoing instrument by and on behalf of OPHELIA A. PADILLA LIVING TRUST dated JANUARY 7, 2007, for the purposes therein stated.

My commission expires:

Notary Public