

**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, MARCH, 17, 2014, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

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

**3. ADJOURN TO EXECUTIVE SESSION**

For the purpose of discussion of the public body with the Town Attorney in accordance with A.R.S. § 38-431.03(A)(4) for discussion and consideration of the Town's position with regard to pending litigation, and pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice regarding agenda item 8(c).

**4. ADJOURN FROM EXECUTIVE SESSION**

**5. INVOCATION**

**6. PLEDGE OF ALLEGIANCE**

**7. 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.

**8. PUBLIC HEARINGS AND PRESENTATION**

- a. **Public Hearing on a** Minor General Plan Amendment to amend the Town of Florence Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 39.8 acres from Employment/Light Industrial (E/LI) to Medium Density Residential 1 (MDR1); and for Discussion/Approval/Disapproval of Resolution No. 1425-14: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAGIC RANCH 80 MINOR GENERAL PLAN AMENDMENT (PZC-08-14-GPA).

- b. **Public Hearing on a** Minor General Plan Amendment to amend the Town of Florence Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 11.2 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1); and for Discussion/Approval/Disapproval of Resolution No. 1426-14: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RESERVE AT LOOKOUT MOUNTAIN MINOR GENERAL PLAN AMENDMENT (PZC-01-14-GPA).
  - c. **Public Hearing on** PZC-06-14-CUP: A Conditional Use Permit request by Duke Rodriguez, of Ultra Health, LLC, on behalf of River Bottom, LLC, to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 2501 N. Pinal Parkway Avenue, Florence, Arizona; and for Discussion/Approval/Disapproval of Resolution No. 1427-14: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A PROPOSED MEDICAL MARIJUANA DISPENSARY ON PROPERTY LOCATED AT 2501 NORTH PINAL PARKWAY AVENUE, FLORENCE, ARIZONA, (PZC-06-14-CUP).
  - d. Presentation of Rene Klix's promotion to the position of Sergeant effective March 15, 2014.
9. CONSENT: All items indicated by an (\*) will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.
- a. **\*Approve a Professional** Service Agreement with Southwest Ground-water Consultants, Inc. (SWG) for the siting and design of a new production well in north Florence.
  - b. **\*Approval of the resignation** of John L. Anderson from the Planning and Zoning Commission.
  - c. **\*Ratification of the Greater** Florence Chamber of Commerce's application for a Special Event License for an After-Hours Mixer on April 3, 2014 from 4:30 pm to 6:30 pm.
  - d. **\*Approval of the** January 6, January 21, January 28, February 3, and February 18, 2014 Town Council Minutes.
  - e. **\*Receive and file the following board and commission minutes:**
    - i. **November 20, 2013** Historic District Advisory Commission minutes.
    - ii. **November 7, November 21,** and **December 5, 2013** Planning and Zoning Commission minutes.



## 10. NEW BUSINESS

- a. **Resolution No. 1428-14:** Discussion/Approval/Disapproval of A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (LEGACY TRADITIONAL SCHOOLS PROJECT), SERIES 2014A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$75,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ATHLOS TRADITIONAL ACADEMY AND ITS AFFILIATES, LEGACY TRADITIONAL SCHOOL – AVONDALE, LEGACY TRADITIONAL SCHOOL – LAVEEN AND LEGACY TRADITIONAL SCHOOL – NORTHWEST TUCSON.
- b. **Resolution No. 1429-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE FLORENCE POLICE DEPARTMENT’S SUBMISSION OF A PROJECT FOR CONSIDERATION IN ARIZONA’S FY 2015 HIGHWAY SAFETY PLAN.
- c. **Discussion/Approval/Disapproval** to authorize the Town Manager to negotiate and enter into a contract or contracts with Haydon Building Corp., not to exceed a cumulative total of \$500,000, for design-build construction services to complete the proposed Padilla Park at the Silver King Plaza project.

## 11. MANAGER’S REPORT

## 12. CALL TO THE PUBLIC


## 13. CALL TO THE COUNCIL

## 14. 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 MARCH 14, 2014, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).

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

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b>  <b>8a.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Resolution No. 1425-14: Magic Ranch 80 Minor General Plan Amendment (PZC-08-14-GPA)		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1425-14 for the Magic Ranch 80 Minor General Plan Amendment.

**REQUEST:**

An application by United Engineering Group on behalf of Palms-Magic Ranch 80, LLC, for a Minor General Plan Amendment to the Town’s 2020 General Plan Future Land Use Map to change the land use designation on approximately 39.8 acres from Employment/Light Industrial (E/LI) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located south of the southwest corner of Arizona Farms Road and Quail Run Lane, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

**BACKGROUND/DISCUSSION:**

This application pertains to 39.8 acres of a planned 80 acre residential project known as Magic Ranch 80. The subject site is located along Mitchell Trail, ¼ mile south of Arizona Farms Road, in Pinal County, Arizona. The project is owned by Palms – Magic Ranch 80, LLC, an entity of the McRae Group of Companies.

The intent of this General Plan Amendment is to amend the land use designation on the 39.80 acre site from E/LI to MDR1. This designation is appropriate for the property today and in the future considering its surrounding designations and the fact that the property has an approved residential pre-plat with Pinal County.

The project is currently zoned Planned Area Development in Pinal County and is part of the Magic Ranch PAD previously approved within the County. Upon annexation, the site would receive comparable zoning. In addition, there may be a zoning amendment and new Pre-Plat submitted for this site.

**ANALYSIS:**

When the Planning and Zoning and Town Council are considering an amendment to the General Plan, the applicant must justify the need for Minor Amendment to the General Plan through a series of questions:

**1. Why is the current land use/circulation classification not suitable?**

The site has an approved Preliminary Plat for approximately 160 residential lots within Pinal County. Amending the General Plan from E/LI to MDR1 and subsequently applying for a Preliminary Plat within the Town will align the 2020 General Plan with current zoning and development plans. Additionally, this parcel is part of the Magic Ranch Master Plan and is designated as residential.

The surrounding properties in the immediate area consist of a variety of types and uses, more specifically the Union Pacific Railroad (UPRR), finished lots within the Magic Ranch Master Plan, raw desert to the west, a mini-storage facility to the north, undeveloped desert consisting of 5-40 acre parcels to the west and similar undeveloped desert to the south. Other surrounding property owners in the area include the Magic Ranch subdivision and country club, large lot residential lots, Johnson Utilities WWTP and a refuse transfer station.

This proposal does not suggest any changes to the overall circulation system of the Florence General Plan.

The land use designations on surrounding properties are as follows:

**North:** Employment/Light Industrial (E/LI)

**South:** Medium Density Residential 1 (MDR1)

**East:** Employment/Light Industrial (E/LI)

**West:** Medium Density Residential 1 (MDR1)

**2. Does the proposal conform with land use goals?**

**a. Support the goals and policies of the General Plan; and**

The proposed Minor GPA would support the overall policies and goals of the General Plan by incorporating medium density residential uses in proximity to similar land uses or where there is a need for such uses. The proposed land uses are compatible with the existing terrain and surrounding land development characteristics.

**b. Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation systems; and**

The proposed Medium Density Residential 1 land use will support a variety of different housing products that may ultimately be utilized on the property. The amendment will not conflict with the hierarchy of roadways previously proposed in the 2020 General Plan. Mitchell Trail will be the property's point of access on its eastern boundary is not identified within the transportation system; however, it is intended to be a Major Collector with an 80' right-of-way.

**c. Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?**

The proposed Medium Density Residential 1 land use is consistent with the surrounding designations. No incompatible or isolated land uses will be created, nor will any additional burden on services and circulation systems be created. As mentioned, the amendment only applies to 39.80 acres of the subject planned subdivision and the land use will be consistent with the surrounding designations to the west and south of the site.

**3. What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?**

With the site being currently designated as E/LI, this poses a significant constraint as the site is part of a larger 80 Project that was purchased while still in Pinal County and approved for 320 Single Family residential lots. As it was the intent of the purchase to maintain these lots and to sell to a future homebuilder, the E/LI designation is not desirable or practical. MDR1 is a category similar to the County designation prior to annexation as well as to the Town's land use designations to the south.

**4. What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extensions or improvements?**

Water and sewer services will be provided by Johnson Utilities, LLC (JUC). Johnson Utilities has a regional Waste Water Treatment Plant located across the

UPRR, approximately ¼ mile south of the project and has sufficient capacity to serve the site. Additionally, JUC has regional water lines in Mitchell Trail that the project will be able to tie into.

**5. What is the ability of existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?**

Upon annexation police and fire protection for the project will be served by the Town of Florence. The new Anthem at Merrill Ranch Fire Station, currently under construction, is located approximately 4.5 miles south of this site. The property owners and the Town are currently negotiating dedication a four acre fire station site within the project.

The main police station is located in downtown Florence, approximately 12 miles southeast. A police substation will be included with the construction of Fire Station No. 2.

Ongoing conversations between the Town of Florence and the applicant will continue so that both the emergency and fire response needs can be satisfied as the property moves forward with development.

**6. What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?**

This land use and the specific development proposed for this property will slightly increase the population densities and thus the need for public services such as schools and/or parks will increase also; however, this is off-set by the loss of more intense non-residential development so there will be no impact to Community Service Standards. The addition of the proposed Fire Station and the additional open space that will be utilized along the UPRR will benefit the area.

**7. What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decrease in population and development that could occur as a result of the General Plan amendment?**

The proposed fiscal impact for the project is expected to be beneficial to the Town once development commences. The added rooftops/residents will bring added taxes and economic benefit to surrounding businesses.

As previously stated, the added demand on public facilities will be minimal as wet utilities will be provided by JUC and the addition of the proposed fire station site.

**8. How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?**

This amendment and the proposed subdivision will be subject to and comply with all Town, County, State and Federal regulations as they may apply.

The properties water and sewer systems will be regulated by the Arizona Department of Environmental Quality. Being under this regulator, water resources within the area will be held to the highest of standards.

**9. What changes, if any, in Federal or State Laws or policies substantiate the proposed amendment?**

There are no changes in Federal or State Laws or policies necessitated by this proposed Minor General Plan Amendment. This application is being submitted in conformance with the procedures of the Town of Florence Minor General Plan amendment procedures.

**FINDINGS:**

- The Medium Density Residential (MDR1) designation has been identified for suitable areas within the Town's Planning Area
- The property in question has been identified as a potential medium density residential development and will have a viable circulation network
- The properties in the area should be affected in a positive way by this General Plan Amendment as the amendment may encourage more diverse housing types and additional market base for employment and in retail goods and services
- The proposed Minor General Plan Amendment is in compliance with the goals, objectives and strategies of the Town's 2020 General Plan
- A public notification effort has occurred for this Minor General Plan Amendment and staff notes that there have been few comments made on the proposed amendment

**PUBLIC PARTICIPATION:**

The Town has reached out to all Town citizens and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within three hundred (300) feet of the site
- Property Posting (Sign) - Notice of Public Hearing for a Minor General Plan Amendment was posted on the site
- Advertisements in the local Town paper
- One public hearing for the Planning and Zoning Commission
- Town Council public hearing

As of this writing, staff has talked to one nearby resident that expressed concerns with this application.

**FINANCIAL IMPACT:**

None directly applicable to this request.

**RECOMMENDATION:**

In accordance with the findings presented on this request, on February 12, 2014 the Planning and Zoning Commission recommended approval of this Minor General Plan Amendment, as shown in Exhibit A, subject to the following conditions:

1. Any conditions deemed necessary by the Town Council.

**ATTACHMENTS:**

Resolution No. 1425-14  
Magic Ranch 80 Minor General Plan Amendment Book  
Exhibit A  
Application



**RESOLUTION NO. 1425-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAGIC RANCH 80 MINOR GENERAL PLAN AMENDMENT (PZC-08-14-GPA).**

**WHEREAS**, a Minor General Plan Amendment (Minor GPA) is requested for property located south of the southwest corner of Arizona Farms Road and Quail Run Lane; and

**WHEREAS**, a significant public participation process, including the holding of a public hearing of the Town of Florence Planning and Zoning Commission, has been followed for the Minor GPA; and

**WHEREAS**, the Planning and Zoning Commission of the Town of Florence, Arizona, has considered all public comments made at the public hearing; and

**WHEREAS**, said proposal has been considered by the Council, and the Minor GPA has been found to: be appropriate; be consistent with the goals, objectives and strategies of the Town's General Plan; have a positive impact on the overall balance and mixture of land uses in the Town's General Plan; be consistent with good planning principles; be beneficial for the Town's orderly growth; and be favorable to the general welfare, health and safety of the public. Thus, a determination has been made that the Minor GPA should be approved.

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

The Mayor and Council of the Town of Florence, Arizona, hereby approve the subject Minor General Plan Amendment as presented in Exhibit A.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of March, 2014.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

UNITED ENGINEERING GROUP

# Minor General Plan Amendment Narrative

Florence, Arizona

December 31, 2013

## Magic Ranch 80

8800 N. Gainey Center Drive  
Suite 255  
Scottsdale, AZ 85258



## **Project Data Sheet**

<b>Project Location:</b>	The Southwest Quarter of the Northwest Section 2, Township 4 South, Ranch 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona
<b>Parcel Number(s):</b>	200-58-007
<b>Project Request:</b>	Minor General Plan Amendment from Employment/Light Industrial (E/LI) to Medium Density Residential (MDR1)
<b>Gross Acreage:</b>	39.84 acres
<b>Existing Use:</b>	None, Raw Desert
<b>Proposed Use:</b>	Single Family Residential Subdivision
<b>Existing General Plan:</b>	Employment/Light Industrial (LI) Designation
<b>Proposed General Plan:</b>	Medium Density Residential (MDR1) Designation
<b>Existing Zoning:</b>	None, Property is located within County
<b>Proposed Zoning:</b>	Planned Unit Development (PUD)
<b>Flood Zone:</b>	Zone X

**APPLICATION FOR  
MINOR GENERAL PLAN AMENDMENT  
FOR  
Magic Ranch 80**

**Submitted to  
Town of Florence, Arizona  
December 31, 2013**

**PROPERTY OWNER**

**Palms – Magic Ranch 80, LLC  
8800 N. Gainey Center Drive  
Suite 255  
Scottsdale, AZ 85258  
(480) 609-1200**

**APPLICANT/DEVELOPER**

**McRae Group of Companies  
8800 N Gainey Center Dr.  
Suite 255  
Scottsdale, AZ 85258  
(480) 609-1200**

**AGENT/ENGINEER**

**UNITED ENGINEERING GROUP, LLC  
3205 W. Ray Road  
Suite 1  
Chandler, AZ 85226  
(480) 705-5372**

UEG Project No. 15918

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**EXHIBITS**

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- A. Vicinity Map
- B. Assessor Parcel Map
- C. General Plan Amendment Exhibit
- D. Surrounding Owners

## 1. INTRODUCTION

### 1.1 Purpose of Request

The purpose of this request is to allow for the development of an approximate 80 acre residential project know as Magic Ranch 80 (the **Project**). The Project is located along N. Mitchell Trail, ¼ mile south of E. Arizona Farms Road, Pinal County, Arizona. (See Exhibit A – Vicinity Map) The project has recently changed hands and is currently owned by Palms – Magic Ranch 80, LLC (**Owners**), an entity of the McRae Group of Companies (**MGC**). The tax parcel numbers making up this project are 200-58-007 & 200-58-011. (See Exhibit B – Assessor Parcel Map) Though the entire Project is comprised of approximately 80 acres, this application is only requesting a Minor General Plan Amendment to northern 38.85 acres.

The Project is currently designated as Employment/Light Industrial (**E/LI**) and Medium Density Residential 1 (**MRD1**) per the Florence 2020 General Plan. It is the intent of this General Plan Amendment to amend the 39.84 acre portion of the site designated as E/LI to MDR1. (See Figure 1 & Exhibit C – Existing & Proposed Florence General Plan). This designation is appropriate for the property today and in the future considering its surrounding designations and the fact that the property carries an approved Residential Pre-Plat with Pinal County.

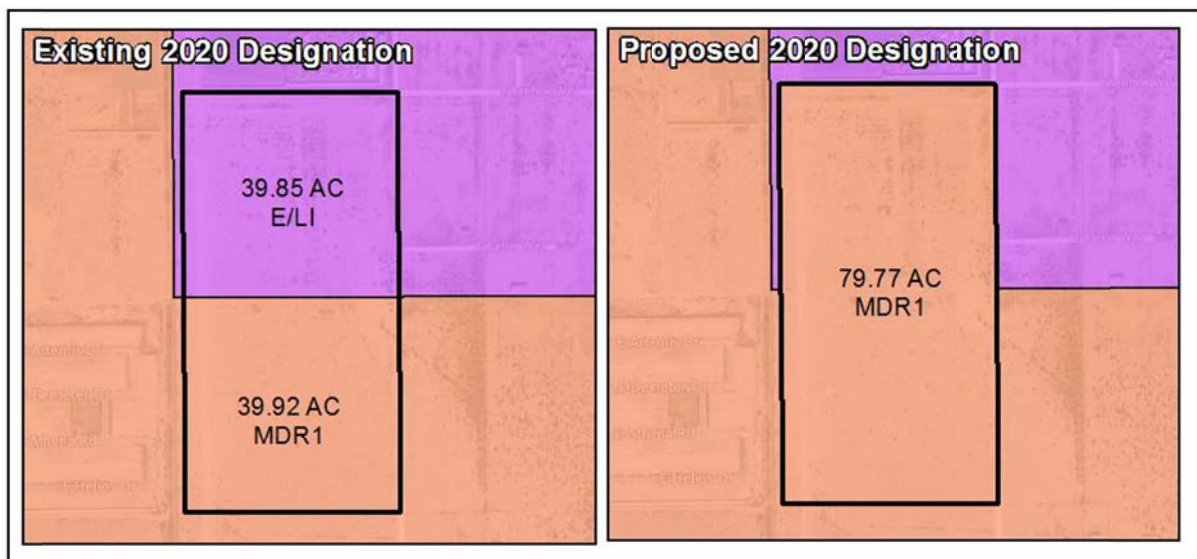


Figure 1 - Florence General Plan

This application, along with the attached exhibits, will provide the Town with the information and documents it needs to approve a Minor General Plan Amendment on the property. The Minor General Plan Amendment Application can be found in **Appendix A**.

## 1.2 Property Description

The Project is located along N. Mitchell Trail, ¼ mile south of E. Arizona Farms Road, Pinal County. Refer to **Exhibit A – Vicinity Map**. As mentioned, the property is currently within the jurisdiction of Pinal County and is part of the Florence Magic Ranch Annexation expected to be complete by mid 2014. The APN's consist of 200-58-007 & 200-58-011. Refer to **Exhibit B – Assessor Parcel Map**. A legal description for the 39.84 acre portion being amended can be found in **Appendix B**.

## 1.3 Proposed Minor General Plan Amendment

The proposed Minor GPA will change the land use designation from Employment/Light Industrial (E/LI) to Medium Density Residential (MDR1). (*Refer to Exhibit C – Existing and Proposed General Plan Land Use Designation*). The Project is currently zoned CR-2 PAD & CR-3 Pad and is are part of the Magic Ranch PAD previously approved within the County which carries no Town zoning. Concurrent with the Annexation and GPA, a PUD will be requested on the subject property.

The MDR1 land use designation proposed with this application is consistent with nearby land uses located in the vicinity of the property and is necessary to support the needs of this developing area. As mentioned The Project currently has a Preliminary Plat approved for 320 single family residential lots through November 2014.

## 1.4 Relationship to Surrounding Properties

The surrounding properties in the immediate consist of a variety of types and uses, more specifically the Union Pacific Railroad (UPRR), finished lots within the Magic Ranch Master Plan, raw desert to the west, a Mini Storage facility to the north, undeveloped desert consisting of 5-40 acre parcels to the west, and similar undeveloped desert to the south. Other surrounding property owners in the area include the Magic Ranch Subdivision & Country Club, large lot residential lots, & Johnson Utilities WWTP and refuse transfer station. (*See Exhibit D – Surrounding Owners Map*)

The surrounding General Plan land use designations are as follows:

- North: Employment/Light Industrial (E/LI)
- South: Medium Density Residential (MDR1)
- East: Employment/Light Industrial (E/LI)
- West: Medium Density Residential (MDR1)

*(Refer to Exhibit C – Existing and Proposed General Plan Land Use Designation)*

As the Site is currently within the County and in the process of being annexed into the Town of Florence, there is no surrounding Town zoning at this time.



## 2. PROJECT JUSTIFICATION

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### **2.1 Why is the current land use/circulation classification not suitable?**

As previously mentioned the overall site has an approved Preliminary Plat for 320 residential lots within Pinal County. Upon completion the Annexation this Plat will no longer be valid and great value will have been lost to the property. Amending the General Plan from E/LI to MDR1 and subsequently applying for a Tentative Plat within the Town will secure the value of the property as intended at purchase. Additionally, this parcel is part of the Magic Ranch Master Plan and is designated as residential.

### **2.1 Does the proposal conform with land use goals? Will the proposed change in land use or circulation do the following:**

#### **a) Support the goals and policies of the General Plan;**

The proposed Minor GPA would support the overall policies and goals of the General Plan by incorporating medium density residential uses in proximity to similar land uses or where there is a need for such uses. The proposed land uses are compatible with the existing terrain as evident by existing homes directly adjacent to the UPRR with identical land characteristics.

This proposal does not suggest any changes to the overall circulation system of the Florence General Plan.

This project will also conform to the Park, trails and open space goals as well as provide the town with a potential 4 acre Fire Station site.

#### **b) Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation system;**

The proposed Medium Density Residential land use will include a variety of different housing products that may ultimately be utilized on the property. The amendment will not conflict with the hierarchy of roadways previously proposed in the General Plan. N Mitchell Trail, the properties point of access on its eastern boundary is not identified within the transportation system, however, it is intended to be a Major Collector with 80' of right-of-way.

**c) *Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?***

The proposed Medium Density Residential land use is consistent with the surrounding designations. No incompatible or isolated land uses will be created, nor will any additional burden on services and circulation systems be created. As mentioned, the amendment is only 39.85 acres and will be consistent with the surrounding designations.

**2.2 *What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?***

With the site being currently designated as E/LI, this poses a significant constraint as the site is part of a larger 80 Project that was purchased while still in the County and approved for 320 Single Family Residential Lots. As it was the intent of the purchase to maintain these lots and to sell to a future homebuilder, the E/LI designation is not desirable therefore we request to amend the General Plan to Medium Density Residential. MDR1 is a category similar to the County designation prior to annexation as well as to the Town designation to the south.

**2.3 *What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extension or improvements?***

Water and Sewer services will be provided by Johnson Utilities, LLC (JUC). Johnson Utilities has a regional WWTP located across the UPRR approximately ¼ south of the project and has sufficient capacity to serve the site. Additionally, JUC has regional water lines in N Mitchell Trail that the project will be able to tie into.

**2.4 *What is the ability of the existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?***

Police and Fire protection for the Project will be served by the Town of Florence. The new Anthem at Merrill Ranch Fire Station currently under construction is located approximately 4.5 miles south of this site. However, as previously mentioned the property owners and the Town are currently negotiating dedication a 4 acre Fire Site within the Project.

The nearest police station is located in downtown Florence, approximately 12 miles southeast. With the pending Magic Ranch Annexation, it is anticipated that an additional

police substation will be constructed in the vicinity of the project with the addition of the added rooftops.

Ongoing conversation between the Town of Florence and the applicant will continue so that both the emergency and fire response needs can be satisfied as the property moves forward with development.

**2.5 What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?**

This application proposes to change the current land use designation from E/LI to MDR1. This land use and the specific development proposed for this property will slightly increase the population densities and thus the need for public services such as schools or parks will increase slightly also. The addition of the proposed Fire Station and the additional Open space that will be utilized along the UPRR will provide far more benefit to the overall area than a burden.

**2.6 What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decreases in population and development that could occur as a result of the General Plan amendment?**

The proposed fiscal impact for the Project is expected to be beneficial to the Town once development commences. The added rooftops/residents will bring added taxes and economic benefit to surrounding businesses.

As previously stated, the added demand on public facilities will be minimal as wet utilities will be provided by JUC and the addition of the proposed Fire Station Site.

**2.7 How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?**

This amendment and the proposed subdivision will be subject to and comply with all Town, County, State, and Federal regulations as they may apply.

The properties water and sewer systems will be regulated by the Arizona Department of Environmental Quality. Being under this regulator, water resources within the area will be held to the highest of standards.

**2.8 What changes, if any, in Federal or State laws or policies substantiate the proposed amendment?**

There are no changes in Federal or State Laws or Policies necessitated by this proposed General Plan Amendment. This application is being submitted in conformance with the procedures of the Town of Florence minor General Plan amendment procedures.

**3. CONCLUSION**

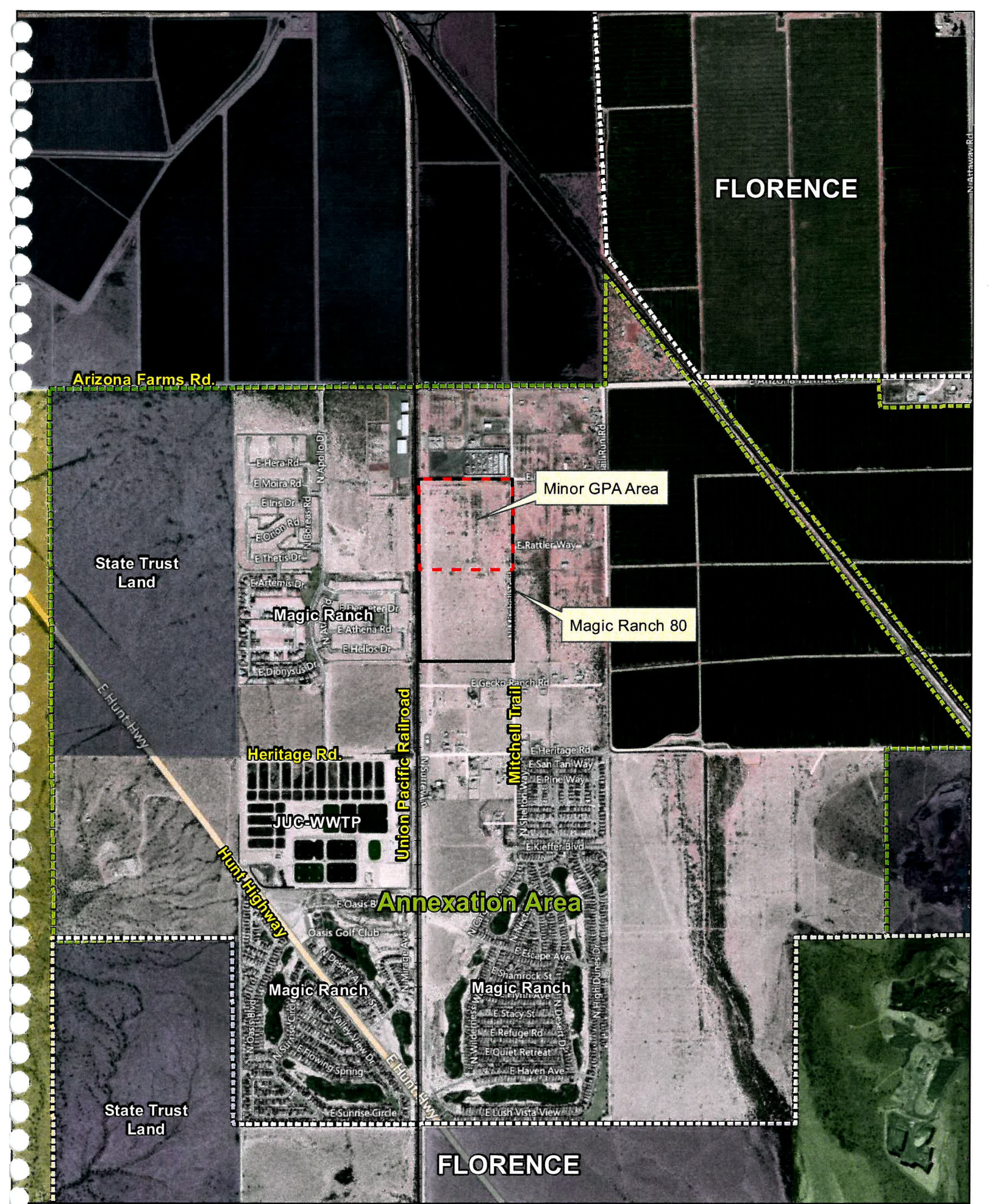
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In Conclusion, given the statement and justifications above, the Magic Ranch 80 project sill conforms to the goals and policies set forth by the Town in it 2020 General Plan and is a development that will provide a high quality of life for its future residents. The vision of the community in this location and the request to amend the General Plan in the location would benefit the town greatly. The intent of this request is to 1) removed the Employment/Light Industrial land use on 38.85 acres of the project and 2) transition the Employment/Light Industrial to Medium Density Residential (MDR1).

# EXHIBITS

---





FLORENCE

Arizona Farms Rd.

State Trust Land

Magic Ranch

Minor GPA Area

Magic Ranch 80

Heritage Rd.

JUC-WWTP

Union Pacific Railroad

Mitchell Trail

Annexation Area

Magic Ranch

Magic Ranch

State Trust Land

FLORENCE

# Magic Ranch 80



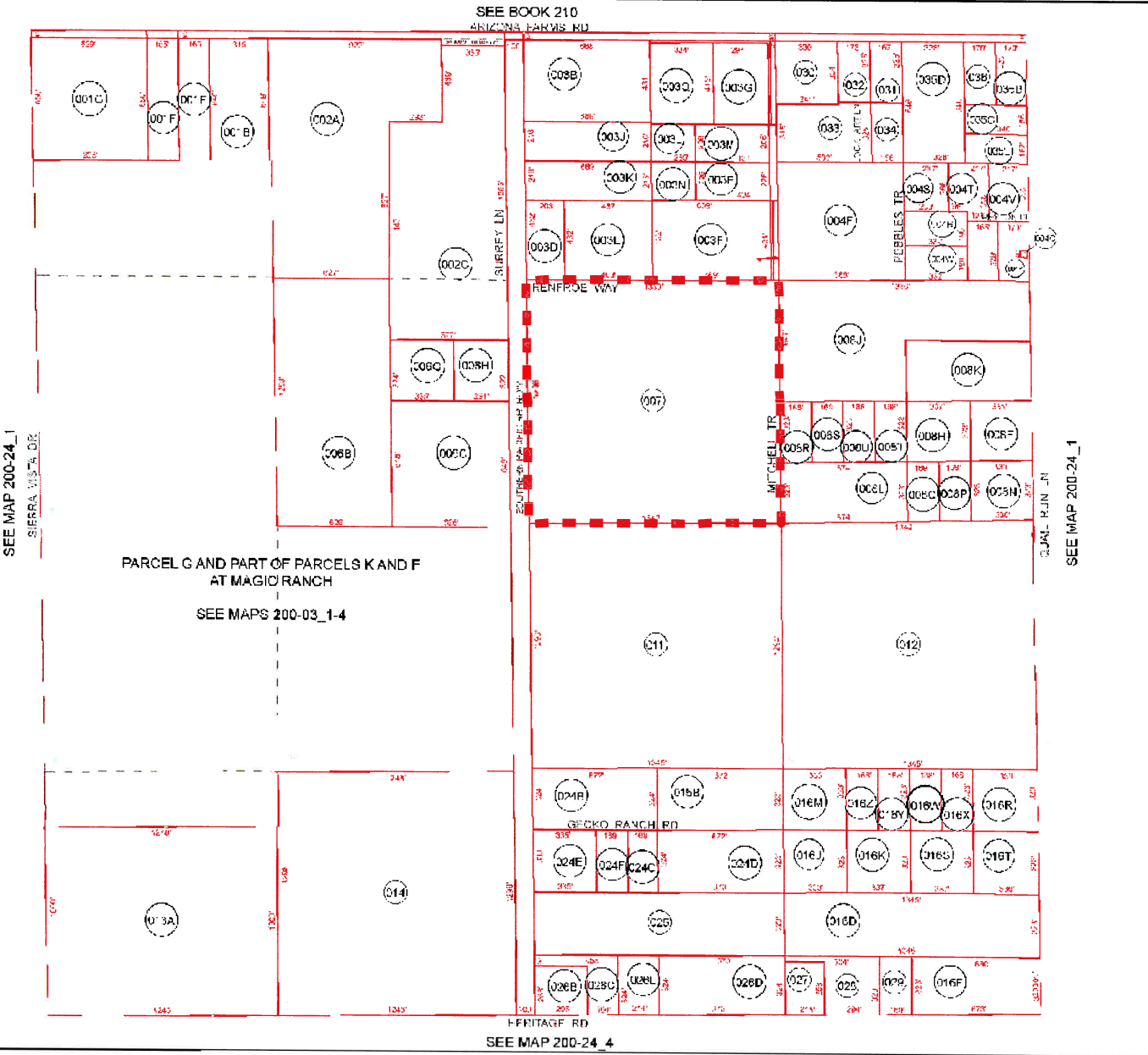


# Magie Ranch 80

Florence, Arizona



Exhibit B - Assessor Parcel Map

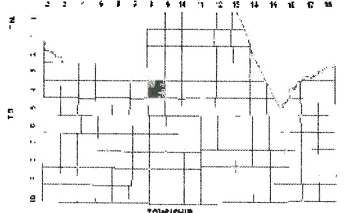


BOOK - MAP  
**200-58**

SEC. 2 T.04S. R.08E.

MAGMA BUTTE RANCHES  
SURVEY BOOK 1 - PAGES 45 & 46

LOCATION MAPS



8	9	4	5	1	
7	6	0	11	12	
18	17	18	19	14	13
18	20	21	22	23	24
30	28	28	27	28	26
51	52	53	54	55	58

SEC 28



Revised 05/08/2010

By: AIII



PINAL COUNTY  
with open opportunity

Pinal County Assessor

THIS MAP DOES NOT REPRESENT AN INTENT TO SELL. IT IS ASSUMED THAT THE DATA ON WHICH THIS MAP IS BASED IS ACCURATE AND COMPLETE. THE PINAL COUNTY ASSESSOR'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS THEREOF. THIS MAP IS COPY-PROTECTED AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION SYSTEM FOR THE PINAL COUNTY ASSESSOR'S OFFICE PURPOSES.



### Legend

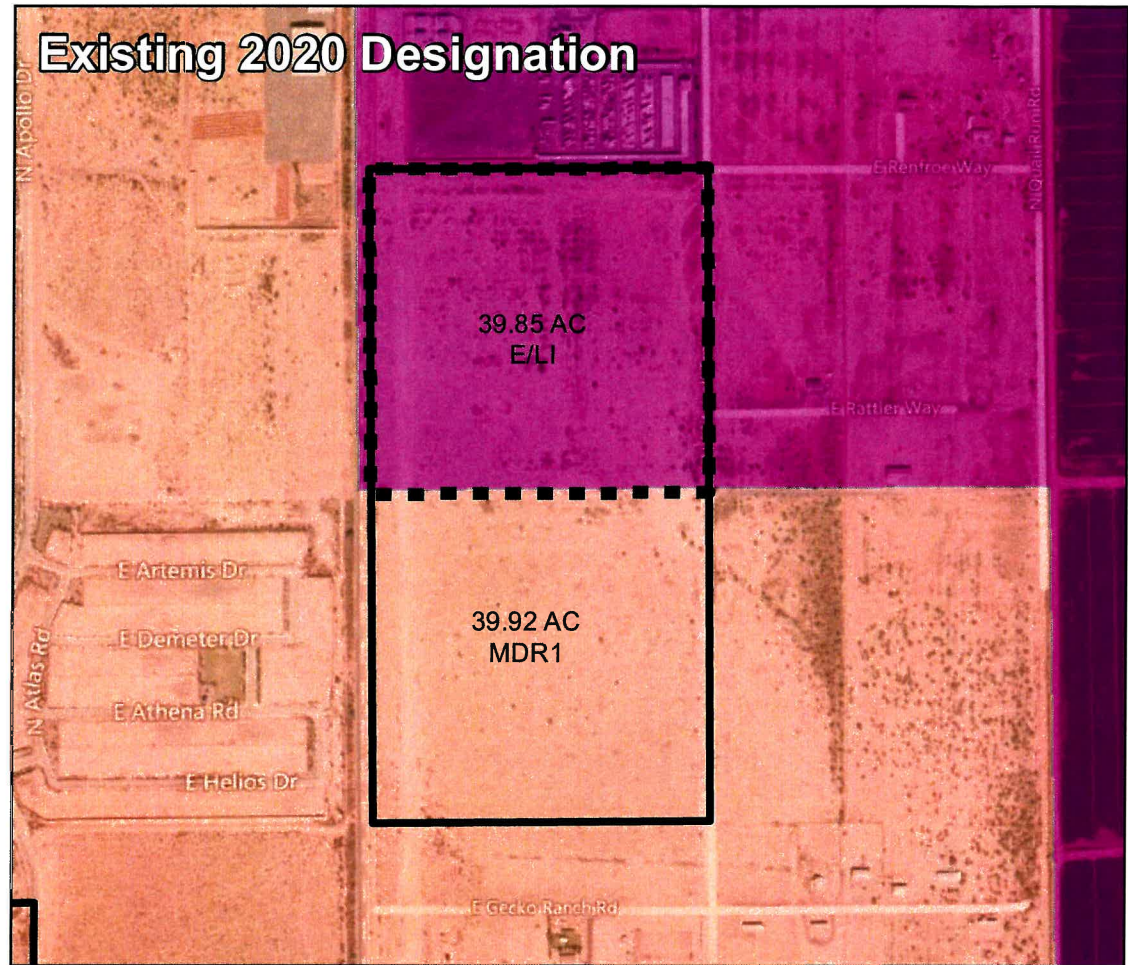
#### Florence 2020 General Plan

- CC
- E/LI
- LDR
- MDR1
- MDR2
- RRR

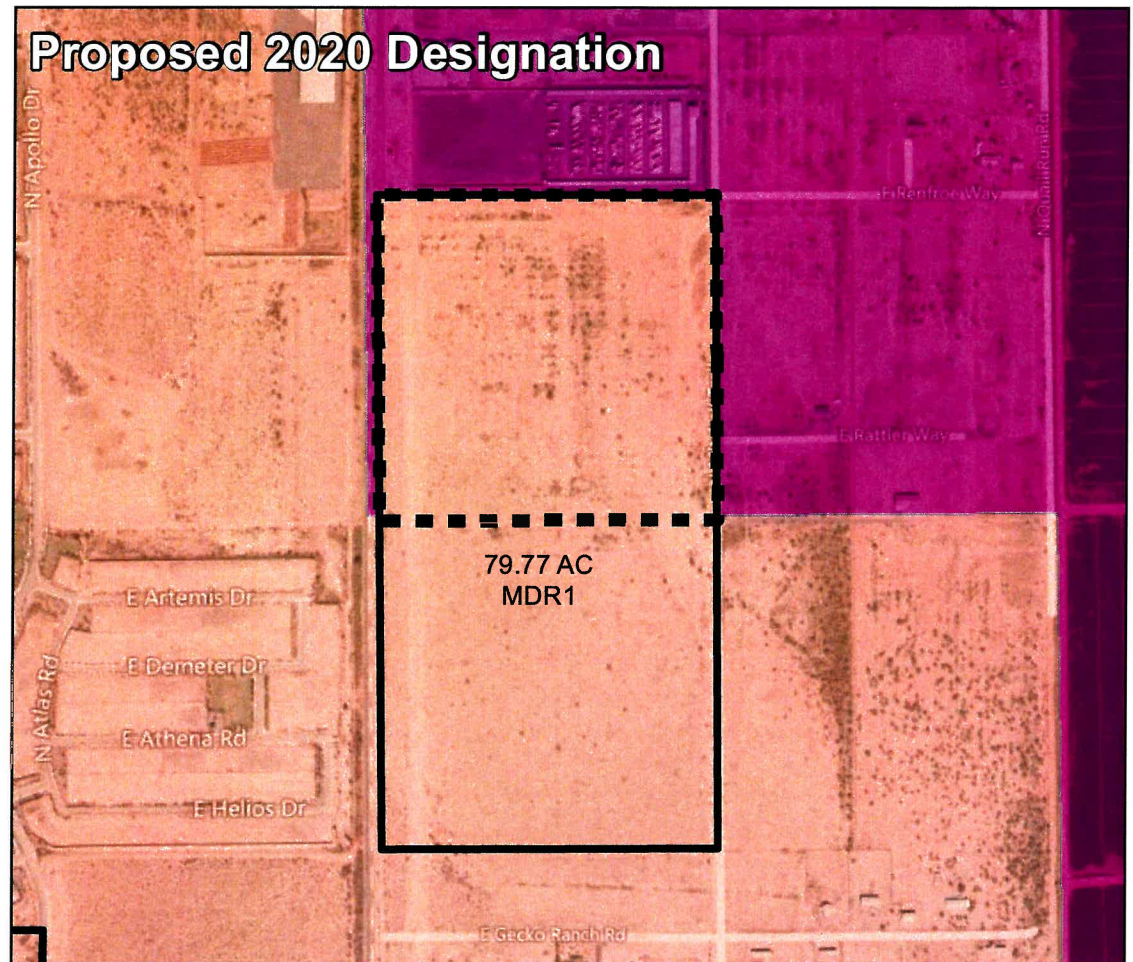
1,300

Feet

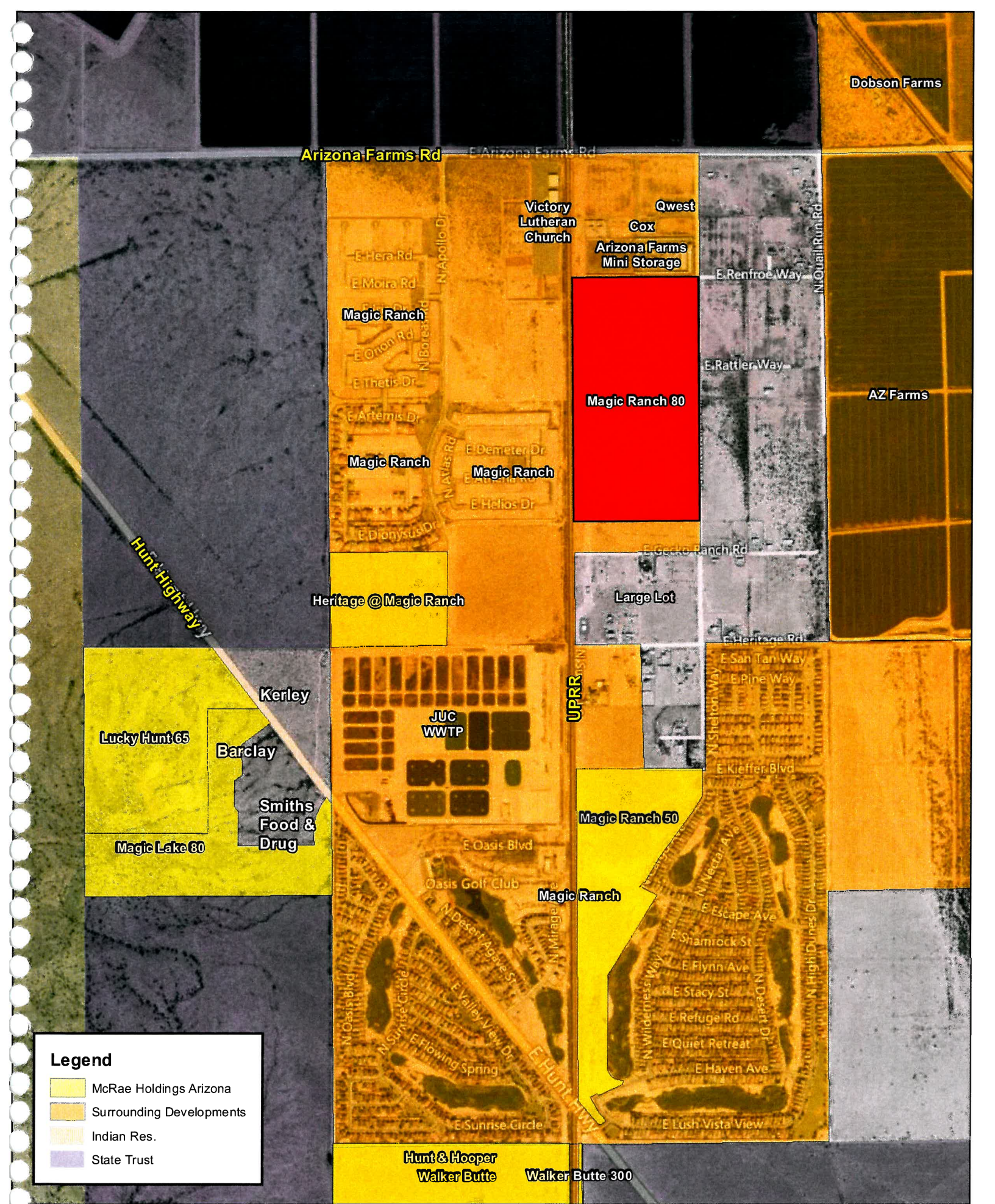
## Existing 2020 Designation



## Proposed 2020 Designation







**Legend**

- McRae Holdings Arizona
- Surrounding Developments
- Indian Res.
- State Trust

# The Reserve at Lookout Mountain

Florence, Arizona



united  
engineering  
group

Exhibit D - Surrounding Ownership Map



# Appendix A

---

# APPLICATION FOR GENERAL PLAN AMENDMENT

PROJECT NAME: Magic Ranch 80

APPLICATION TYPE:  Major  Minor  Text (Major)

1. Property Owner: Name: Palms-Magic Ranch 80, LLC  
Address: 8800 N. Grainey Center Dr  
Ste. 255, Scottsdale, AZ, 85258  
Phone: 480-609-1200 Fax: 480-609-1130  
Email: RON@RONMCRAC.COM

2. Applicant/Developer: Name: United Engineering Group  
Address: 3205 W Ray Rd, Ste. 1  
Chandler, AZ 85226  
Phone: 480-705-5372 Fax: 480-705-5376  
Email: Shamill@unitedeng.com

3. Address or Location of Property: ON N. Mitchell Trail, 1/4 mile south of Arizona Farms Rd

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name:  
See attached legal description

Tax Parcel Numbers: 200-58-007

Gross Acres: 39.85

5. Current Land Use Classification(s): Employment/Light Industrial (E/LI)

6. Proposed Land Use Classification(s): Medium Density Residential (MDR1)

[Signature] 12/30/13  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. _____	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ _____
PZ HEARING DATES _____	
TC HEARING DATE _____	REVIEWED BY: _____

**OWNER'S AUTHORIZATION FORM**

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

± 80 acres located on N. Mitchell Trail, referred to as Magic Ranch 80 LLC

Owner(s)

RH McRAW

Signature

ROB H. McRAW

Print or Type Name

Address

8800 N. Gainey Center Dr, Ste 255  
Scottsdale, AZ 85258

Telephone

480-609-1200

STATE OF ARIZONA )  
County of MARICOPA )

ss

On this 30<sup>th</sup> day of December, 2013, before me, the undersigned Notary Public, personally appeared R. H. McRAW, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R. H. McRAW executed the same.

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

My commission expires:

10/31/2017 Marsha K. Griep  
Notary Public



# Appendix B

---

**LEGAL DESCRIPTION**

**MAGIC RANCH 80 -TOWN OF FLORENCE GENERAL PLAN AMENDMENT**

PARCEL 7, BOOK 1 OF SURVEYS, PAGE 45, 46 AND 47, BEING THAT PORTION OF THE EAST HALF OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 0 DEGREES 38 MINUTES 42 SECONDS EAST, A DISTANCE OF 1331.68 FEET;

THENCE NORTH 89 DEGRES 56 MINUES 34 SECONDS WEST, A DISTANCE OF 1338.85 FEET TO THE **POINT OF BEGINNING**;

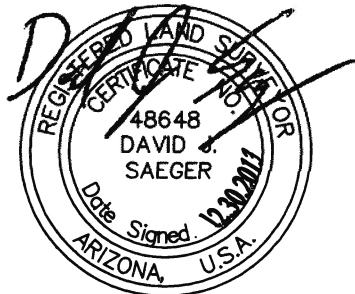
THENCE NORTH 89 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 1338.92 FEET;

THENCE SOUTH 0 DEGREES 23 MINUTES 12 SECONDS EAST, A DISTANCE OF 1295.56 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 1341.86 FEET;

THENCE NORTH 0 DEGREES 31 MINUTES 02 SECONDS WEST, A DISTANCE OF 1293.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,735,664 SQUARE FEET OR 39.8454 ACRES.



EXPIRES 09/30/14





# Town of Florence

## Exhibit A

### Proposed 2020 General Plan Designation

- Site Location
- Rural Ranchette Residential (RRR)
- Low Density Residential (LDR)
- Medium Density Residential 1 (MDR1)
- Medium Density Residential 2 (MDR2)
- High Density Residential 1 (HDR1)
- High Density Residential 2 (HDR2)
- Neighborhood Commercial (NC)
- Community Commercial (CC)
- Professional Office (PO)
- Employment/Light Industrial (E/LI)
- Heavy Industrial (HI)
- Master Planned Community (MPC)
- Downtown Mixed Use (DMU)
- Highway Mixed Use (HMU)
- Public/Governmental (P/G)
- Prison (P)
- Military Reservation (MR)
- Parks and Recreation (P/R)
- Open Space (OS)



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



# APPLICATION FOR GENERAL PLAN AMENDMENT

PROJECT NAME: Magic Ranch 80

APPLICATION TYPE:  Major  Minor  Text (Major)

1. Property Owner: Name: Palms - Magic Ranch 80, LLC  
Address: 8800 W Grayney Center Dr  
Ste 255 Scottsdale, AZ 85258  
Phone: 480-609-1200 Fax: 480-609-1130  
Email: RON@RONMCRAC.COM

2. Applicant/Developer: Name: United Engineering Group  
Address: 3205 W Ray Rd, Ste 1  
Chandler AZ 85226  
Phone: 480-705-5372 Fax: 480-705-5376  
Email: Shamill@Unitedeng.com

3. Address or Location of Property: on N. Mitchell Trail, 1/4 mile south of Arizona Farms Rd

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name:  
See attached legal description

Tax Parcel Numbers: 200-58-007

Gross Acres: 39.85

5. Current Land Use Classification(s): Employment/Light Industrial (E/LI)

6. Proposed Land Use Classification(s): Medium Density Residential (MDR1)

[Signature] 12/30/13  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

### FOR STAFF USE ONLY:

CASE NO. <u>P2C-08-14-GPA</u>	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ _____
PZ HEARING DATES <u>Feb. 12, 2014</u>	
TC HEARING DATE <u>March 17, 2014</u>	REVIEWED BY: <u>Gilbert Ojeda</u>

**OWNER'S AUTHORIZATION FORM**

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

1.70 acres located on N. Mitchell Trail; referred to as Magic Ranch 80 LLC

Owner(s)

RH McRAE

Signature

ROH H. McRAE

Print or Type Name

Address

8800 N. Gainey Center Dr, Ste 255  
Scottsdale, AZ 85258

Telephone

480-209-1200

STATE OF ARIZONA )

County of MARICOPA )

ss

On this 30<sup>th</sup> day of December, 2018, before me, the undersigned Notary Public, personally appeared R. H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R. H. McRAE executed the same.

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

My commission expires:

10/31/2017

Marsha K. Griep  
Notary Public



## NOTICE OF PUBLIC HEARINGS FLORENCE TOWN COUNCIL

Notice is hereby given that the Town Council of Florence, Arizona will hold Public Hearings on Monday, March 17, 2014 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following applications:

**PZC-01-14-GPA.** Public Hearing. An application by United Engineering Group on behalf of RMG Lucky Hunt, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 11.2 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located on the west side of Hunt Highway at the Heritage Road alignment, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.


**PZC-6-14-CUP.** Public Hearing. A Conditional Use Permit request by Duke Rodriguez of Ultra Health, LLC on behalf of Riverbottom, LLC to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 2501 N. Pinal Parkway Avenue, Florence, Arizona.

**PZC-08-14-GPA.** Public Hearing. An application by United Engineering Group on behalf of Palms-Magic Ranch 80, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 39.8 acres from Employment/Light Industrial (E/LI) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located south of the southwest corner of Arizona Farms Road and Quail Run Lane, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

Detailed descriptions of these proposed applications are available for viewing at the Town of Florence Community Development building located at 600 N. Main Street, Florence, AZ, Monday through Friday from 8 a.m. to 5 p.m. The Department can be reached by phone at (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: One; date of publication: February 27, 2014.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8b.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Resolution No. 1426+-14: The Reserve at Lookout Mountain Minor General Plan Amendment (PZC-01-14-GPA)		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1426-14 for the Reserve at Lookout Mountain Minor General Plan Amendment.

**REQUEST:**

An application by United Engineering Group, on behalf of RMG Lucky Hunt LLC, for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 11.2 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located on the west side of Hunt Highway at the Heritage Road alignment, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

**BACKGROUND/DISCUSSION:**

The proposed project known as the Reserve at Lookout Mountain encompasses 65.07 acres of potential residential development. This project is located on the southwest corner of Hunt Highway and Heritage Road in Pinal County, Arizona. Owners RMG Lucky Hunt, LLC, an entity of the McRae Group of Companies, control the entire project. The applicant is requesting a Minor General Plan Amendment for 11.27 acres of the 65.07 acres.

The Reserve at Lookout Mountain is currently undeveloped land that is bordered by Hunt Highway. Hunt Highway is planned to be a major arterial to meet future traffic demands in this area.

For this General Plan Amendment application, United Engineering Group is requesting a change in the land use designation for approximately 11 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1).

The overall motivating philosophy behind this proposed land use change is to provide more compact development opportunities for a varied housing inventory. The MDR 1 designation will allow an improved subdivision design. The slight loss of commercial is more than offset by the planned commercial areas in the immediate vicinity of this site.

The uses proposed by this application are the ones the property owners believe will best meet the demand of the market and those that will best serve to assist the Town of Florence in meeting its goals and objectives as outlined in the 2020 General Plan.

### **ANALYSIS:**

When the Planning and Zoning and Town Council are considering an amendment to the General Plan, the applicant must justify the need for Minor Amendment to the General Plan through a series of questions:

#### **1. Why is the current land use/circulation classification not suitable?**

Staff contends the area in question has an adequate amount of Community Commercial (CC) land designated in this area. The requested Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 11.2 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1) would have a minimal impact.

This proposal does not suggest any changes to the overall circulation system of the Florence General Plan.

The land use designations on surrounding properties are as follows:

**North:** Medium Density Residential 1 (MDR1) and Community Commercial (CC)

**South:** Medium Density Residential 1 (MDR1) and Community Commercial (CC)

**East:** Community Commercial (CC)

**West:** Gila River Indian Community (GRIC)

#### **2. Does the proposal conform with land use goals?**

##### **a. Support the goals and policies of the General Plan; and**

Subject: Resolution No. 1426-14 The Reserve at Lookout Mountain PZC-01-14-GPA

Meeting Date: March 17, 2014

Page 2 of 6

The proposed Minor GPA would support the overall policies and goals of the 2020 General Plan by incorporating medium density residential uses in proximity to similar land uses or where there is a need for such uses. The proposed land use is compatible with the existing conditions as evident by existing homes that line the Hunt Highway corridor.

This project will also conform to the 2008 Parks, Trails and Open Space Master Plan goals by preserving hillside area to be used by local and regional residents.

**b. Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation systems; and**

The proposed Medium Density Residential 1 land use supports a variety of different housing products that may ultimately be utilized on the property. This amendment will not conflict with the hierarchy of roadways previously proposed in the General Plan. Hunt Highway will remain designated as a major arterial.

**c. Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?**

The proposed land use change is consistent with the surrounding designations. No incompatible or isolated land uses will be created, nor will any additional burden on services and circulation systems be created.

**3. What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?**

With the site's unique topography and location along Hunt Highway, the opportunity to develop a premier hillside residential community with amazing views of undisturbed desert far exceeds the need for another competing commercial development next to the future Barclay Group commercial center. A portion of the property to the south has previously been sold to a local commercial developer and the site is planned for a large supermarket anchor. There is not an established need for a competing commercial center immediately adjacent to this site.

**4. What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extensions or improvements?**

Water and sewer services will be provided by Johnson Utilities, LLC (JUC). Johnson Utilities has a regional WWTP located directly across Hunt Highway for the project and has sufficient capacity to serve the site. Additionally, JUC has regional water lines in Hunt Highway that the project will be able to tie into.

**5. What is the ability of existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?**

Police and fire protection for the project will be served by the Town of Florence upon annexation. Anthem at Merrill Ranch Fire Station No. 2 is located approximately 4.5 miles south of this site; however, it is understood that the Town is anticipating an additional fire station near the Magic Ranch Area in the coming years.

The main police station is located in downtown Florence, approximately 12 miles southeast. A police substation will be included within the Fire Station No. 2.

Ongoing conversations between the Town of Florence and the applicant will continue so that both the emergency and fire response needs can be satisfied as the property moves forward with development.

**6. What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?**

The land use and the specific development proposed for this property will only slightly increase the population densities and the need for public services such as schools or parks. Community service standards will not be impacted by this change. Hillside areas that are deemed undevelopable will be utilized as open space with private trails and parks.

**7. What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decrease in population and development that could occur as a result of the General Plan amendment?**

The fiscal impact is expected to be beneficial to the Town once development commences. The added rooftops/residents will bring added taxes and economic benefit to surrounding businesses.

As previously stated, the added demand on public facilities will be minimal as wet utilities will be provided by JUC.



**8. How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?**

This amendment and the proposed subdivision will be subject to and comply with all Town, County, State and Federal regulations as they may apply.

**9. What changes, if any, in Federal or State Laws or policies substantiate the proposed amendment?**

There are no changes in Federal or State Laws or policies necessitated by this proposed Minor General Plan Amendment. This application is being submitted in conformance with the procedures of the Town of Florence General Plan amendment procedures.

**FINDINGS:**

- The Medium Density Residential 1 (MDR1) designation has been identified for suitable areas within the Town's Planning Area
- The property in question has been identified as a potential medium density residential development and will have a viable circulation network
- The properties in the area should be affected in a positive way by this General Plan Amendment as the amendment may provide more diverse housing types and additional market base for employment and in retail goods and services
- The proposed Minor General Plan Amendment is in compliance with the goals, objectives and strategies of the Town's General Plan
- A public notification effort has occurred for this Minor General Plan Amendment and staff notes that there have been no objections to this proposed amendment that have been received as of this writing

**PUBLIC PARTICIPATION:**

The Town has reached out to all Town citizens and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within three hundred (300) feet of the site
- Property Posting (Sign) - Notice of Public Hearing for a Minor General Plan Amendment was posted on one location on the site

- Advertisements in the local Town paper
- One public hearing for the Planning and Zoning Commission
- Town Council public hearing

**FINANCIAL IMPACT:**

None directly applicable to this request.

**RECOMMENDATION:**

In accordance with the findings presented on this request, on February 12, 2014, the Planning and Zoning Commission recommended approval of this Minor General Plan Amendment, subject to the following conditions:

1. Any conditions deemed necessary by the Town Council.

**ATTACHMENTS:**

Resolution No. 1426-14  
The Reserve at Lookout Mountain Minor General Plan Amendment Book  
Exhibit A  
Application

**RESOLUTION NO. 1426-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RESERVE AT LOOKOUT MOUNTAIN MINOR GENERAL PLAN AMENDMENT (PZC-01-14-GPA).**

**WHEREAS**, a Minor General Plan Amendment (Minor GPA) is requested for property located on the west side of Hunt Highway at the Heritage Road alignment; and

**WHEREAS**, a significant public participation process, including the holding of a public hearing of the Town of Florence Planning and Zoning Commission, has been followed for the Minor GPA; and

**WHEREAS**, the Planning and Zoning Commission of the Town of Florence, Arizona, has considered all public comments made at the public hearing; and

**WHEREAS**, said proposal has been considered by the Council, and the Minor GPA has been found to: be appropriate; be consistent with the goals, objectives and strategies of the Town's General Plan; have a positive impact on the overall balance and mixture of land uses in the Town's General Plan; be consistent with good planning principles; be beneficial for the Town's orderly growth; and be favorable to the general welfare, health and safety of the public. Thus, a determination has been made that the Minor GPA should be approved.

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

The Mayor and Council of the Town of Florence, Arizona, hereby approve the subject Minor General Plan Amendment as presented in Exhibit A.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of March, 2014.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

UNITED ENGINEERING GROUP

Minor General Plan  
Amendment  
Narrative

Florence, Arizona

December 11, 2013



*The Reserve*

*at Lookout Mountain*

8800 N. Gainey Center Drive  
Suite 255  
Scottsdale, AZ 85258



## **Project Data Sheet**

<b>Project Location:</b>	A Portion of the Northeast Quarter of Section 10, Township 4 South, Ranch 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona
<b>Parcel Number(s):</b>	200-25-001C, 200-25-001E (Portion)
<b>Project Request:</b>	Minor General Plan Amendment from Community Commercial (CC) to Medium Density Residential (MDR1)
<b>Gross Acreage:</b>	11.2781 acres
<b>Existing Use:</b>	None, Raw Desert
<b>Proposed Use:</b>	Single Family Residential Subdivision
<b>Existing General Plan:</b>	Community Commercial (CC) Designation
<b>Proposed General Plan:</b>	Medium Density Residential (MDR1) Designation
<b>Existing Zoning:</b>	None, Property is located within County
<b>Proposed Zoning:</b>	Planned Unit Development (PUD)
<b>Flood Zone:</b>	Zone X

**APPLICATION FOR  
MINOR GENERAL PLAN AMENDMENT  
FOR  
The Reserve  
At Lookout Mountain**

**Submitted to  
Town of Florence, Arizona  
December 11, 2013**

**PROPERTY OWNER**

**RMG Lucky Hunt 65. LLC  
8800 N. Gainey Center Drive  
Suite 255  
Scottsdale, AZ 85258  
(480) 609-1200**

**APPLICANT/DEVELOPER**

**McRae Group of Companies  
8800 N Gainey Center Dr.  
Suite 255  
Scottsdale, AZ 85258  
(480) 609-1200**

**AGENT/ENGINEER**

**UNITED ENGINEERING GROUP, LLC  
3205 W. Ray Road  
Suite 1  
Chandler, AZ 85226  
(480) 705-5372**

UEG Project No. 15922

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2. PROJECT JUSTIFICATION .....	7
3. CONCLUSION .....	11

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Figure 2 - Hillside Photo .....	8
Figure 3 - Barclay Commercial Center.....	8

## EXHIBITS

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- A. Vicinity Map
- B. Assessor Parcel Map
- C. General Plan Amendment Exhibit
- D. Surrounding Owners

## 1. INTRODUCTION

### 1.1 Purpose of Request

The purpose of this request is to allow for the development of a 65.077 acre residential project know as The Reserve at Lookout Mountain (the **Project**). The Project is located on the southwest corner of Hunt Hwy and Heritage Road in Pinal County, Arizona. (**See Exhibit A – Vicinity Map**) The project has recently changed hands and is currently owned by RMG Lucky Hunt, LLC (**Owners**), an entity of the McRae Group of Companies (**MGC**). The tax parcel numbers making up this project are 200-25-001C, 200-25-001E & 200-25-001F. (**See Exhibit B – Assessor Parcel Map**) Though the entire Project is comprised of 65.07 acres, this application is only requesting a Minor General Plan Amendment to 11.27 acres.

The Project is currently designated as Community Commercial (**CC**) and Medium Density Residential 1 (**MRD1**) per the Florence 2020 General Plan. It is the intent of this General Plan Amendment to amend the 11.27 acre portion of the site designated as CC to MDR1. (**See Figure 1 & Exhibit C – Existing & Proposed Florence General Plan**). This designation is appropriate for the property today and in the future considering its surrounding designations.

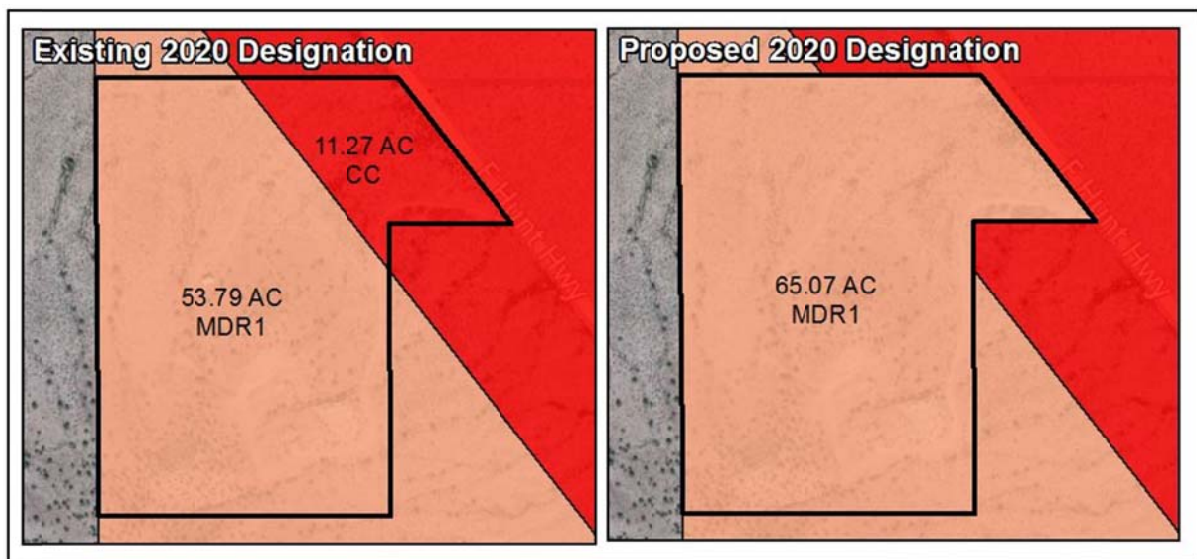


Figure 1 - Florence General Plan

This application, along with the attached exhibits, will provide the Town with the information and documents it needs to approve a Minor General Plan Amendment on the property. The Minor General Plan Amendment Application can be found in **Appendix A**.



## 1.2 Property Description

The Project is located on the southwest corner of Hunt Highway and Heritage Road in Pinal County. Refer to **Exhibit A – Vicinity Map**. This site, with additional land to the south currently held by a separate MGC LLC will make up a premier hillside residential community as a focal point of entry into the Town of Florence. As mentioned, the property is currently within the jurisdiction of Pinal County and is part of the Florence Magic Ranch Annexation expected to be complete by mid 2014. The APN's consist of 200-25-001C & 200-25-001E (Portion). Refer to **Exhibit B – Assessor Parcel Map**. A legal description for the 11.27 acre portion being amended can be found in **Appendix B**.

## 1.3 Proposed Minor General Plan Amendment

The proposed Minor GPA will change the land use designation from Community Commercial (CC) to Medium Density Residential (MDR1). (*Refer to Exhibit C – Existing and Proposed General Plan Land Use Designation*). The Subject is currently zoned AG within the County and carries no Town zoning. Concurrent with the annexation and GPA, a PUD will be requested on the subject property.

The MDR1 land use designation proposed with this application is consistent with nearby land uses located in the vicinity of the property and is necessary to support the needs of this developing area.

## 1.4 Relationship to Surrounding Properties

The surrounding properties in the immediate area is mostly undeveloped raw desert, more specifically the Gila River Indian Community (GRIC) to the west, Arizona State Trust Land (ASTL) to the north, a private land owner to the east and another McRae Group entity, Magic Lake 80 LLC to the which carries an approved PAD within Pinal County. Other surrounding property owners in the area include, Magic Ranch Subdivision & Country Club, future Fry's grocery store within the Barclay Group Commercial Master Plan, and the Johnson Utilities WWTP and refuse transfer station. (*See Exhibit D – Surrounding Owners Map*)

The surrounding General Plan land use designations are as follows:

- North: Medium Density Residential (MDR1) & Community Commercial (CC)
- South: Medium Density Residential (MDR1)
- East: Community Commercial (CC)
- West: No Town GP Designation, Gila River Indian Community (GRIC)

As the Site is currently within the County and in the process of being annexed into the Town of Florence, there is no surrounding Town zoning at this time.

## 2. PROJECT JUSTIFICATION

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### **2.1 Why is the current land use/circulation classification not suitable?**

This site has excellent characteristics that make it the ideal entry point along Hunt Hwy into the Town of Florence. With the sites topography and close proximity to the future Fry's Grocery Store and Commercial Center located just south, this site has an excellent opportunity as a premiere hillside community with excellent views of the undisturbed desert of the surrounding GRIC and ASLD land.

### **2.1 Does the proposal conform with land use goals? Will the proposed change in land use or circulation do the following:**

#### **a) Support the goals and policies of the General Plan;**

The proposed Minor GPA would support the overall policies and goals of the General Plan by incorporating medium density residential uses in proximity to similar land uses or where there is a need for such uses. The proposed land uses are compatible with the existing terrain as evident by existing homes up and down Hunt Hwy.

This proposal does not suggest any changes to the overall circulation system of the Florence General Plan.

This project will also conform to the Park, trails and open space goal by providing ample hillside area to be uses by local and regional residents.

#### **b) Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation system; and**

The proposed Medium Density Residential land uses included a variety of different housing products that may ultimately be utilized on the property. The amendment will not conflict with the hierarchy of roadways previously proposed in the General Plan. Hunt Highway will remain designated as a Major Arterial.

#### **c) Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?**

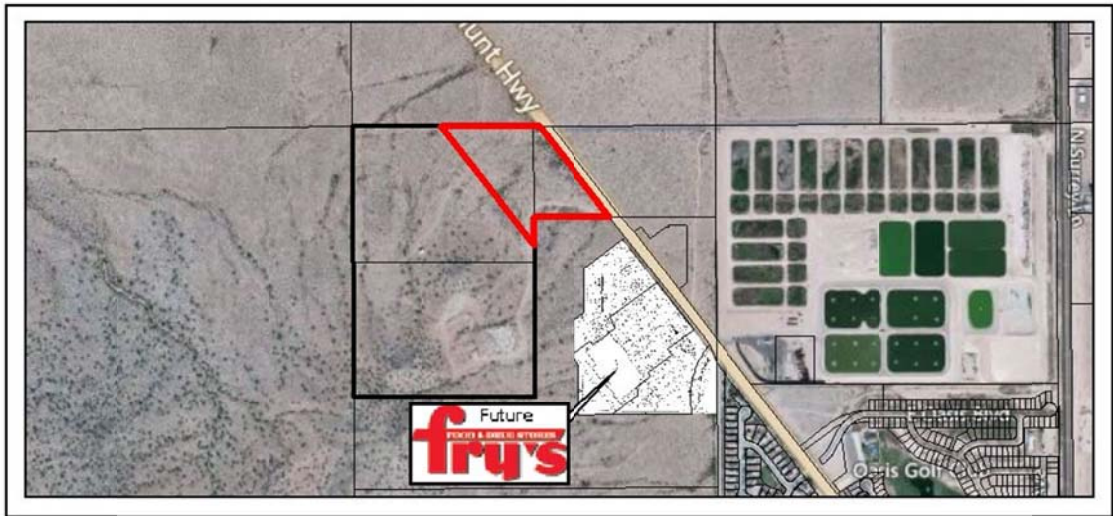
The proposed Medium Density Residential land use is consistent with the surrounding designations. No incompatible or isolated land uses will be created, nor will any additional burden on services and circulation systems be created. As mentioned, the amendment is only 11.27 acres and will be consistent with the surrounding designations.

**2.2 What unique physical characteristics of the site present opportunities or constraints for the development under the existing classification?**

With the sites unique topography and location along Hunt Hwy, the opportunity to develop a premier hillside residential community with amazing views of undisturbed desert, far exceeds the need for another competing commercial development next to the future Barclay Group Commercial Center. (See **Figure 2 – Hillside Photo**) A portion of the property to the south has previously been sold to a local commercial developer and site planned for a large grocery anchor. That anchor site was then sold to Smith Food and Drug with will be the future home to a Fry’s Grocery Store. The need for a competing commercial center immediately adjacent is un-needed. (See **Figure 3 – Barclay Commercial Center**)



**Figure 2 - Hillside Photo**



**Figure 3 - Barclay Commercial Center**

**2.3 What is the ability and capacity of the water and sewer system to accommodate development that may occur as a result of the General Plan Amendment without system extension or improvements?**

Water and Sewer services will be provided by Johnson Utilities, LLC (JUC). Johnson Utilities has a regional WWTP located directly across Hunt Hwy for the project and has sufficient capacity to serve the site. Additionally, JUC has regional water lines in Hunt Hwy that the project will be able to tie into.

**2.4 What is the ability of the existing police and fire department personnel to provide adequate emergency services according to acceptable response standards set by the community?**

Police and Fire protection for the Project will be served by the Town of Florence. Anthem at Merrill Ranch Fire Station is located approximately 4.5 miles south of this site. However, it is understood that the Town is anticipating an additional Magic Ranch Fire Station in the coming years.

The nearest police station is located in downtown Florence, approximately 12 miles southeast. With the pending Magic Ranch Annexation, it is anticipated that an additional police substation will be constructed in the vicinity of the project with the addition of the added rooftops.

Ongoing conversation between the Town of Florence and the applicant will continue so that both the emergency and fire response needs can be satisfied as the property moves forward with development.

**2.5 What is the ability of the proposed public and private open space, recreation, schools, and library facilities to meet the projected demand of future development without reducing services below community standards?**

This application proposes to change the current land use designation from CC to MDR1. This land use and the specific development proposed for this property will slightly increase the population densities and thus the need for public services such as schools or parks will increase slightly also. However, as this area is part of a larger community, the hillside areas that are deemed undevelopable will be utilized as open space with trails and parks.

**2.6 What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and services to accommodate projected increases or decreases in population and development that could occur as a result of the General Plan amendment?**

The proposed fiscal impact for the Project is expected to be beneficial to the Town once development commences. The added rooftops/residents will bring added taxes and economic benefit to surrounding businesses.

As previously stated, the added demand on public facilities will be minimal as wet utilities will be provided by JUC.

***2.7 How will the proposed amendment affect the ability of the community to sustain the physical and cultural resources, including air quality, water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents?***

This amendment and the proposed subdivision will be subject to and comply with all Town, County, State, and Federal regulations as they may apply.

The properties water and sewer systems will be regulated by the Arizona Department of Environmental Quality. Being under this regulator, water resources within the area will be held to the highest of standards.

***2.8 What changes, if any, in Federal or State laws or policies substantiate the proposed amendment?***

There are no changes in Federal or State Laws or Policies necessitated by this proposed General Plan Amendment. This application is being submitted in conformance with the procedures of the Town of Florence minor General Plan amendment procedures.

### 3. CONCLUSION

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In Conclusion, given the statement and justifications above, The Reserve at Lookout Mountain project sill conforms to the goals and policies set forth by the Town in it 2020 General Plan and is a development that will provide a high quality of life for its future residents. The vision of the premier hillside community in this location and the request to amend the General Plan in the location would benefit the town greatly. The intent of this request is to 1) removed the Community Commercial land use on 11.27 acres of the project and 2) transition the Community Commercial to Medium Density Residential (MDR1).

# EXHIBITS

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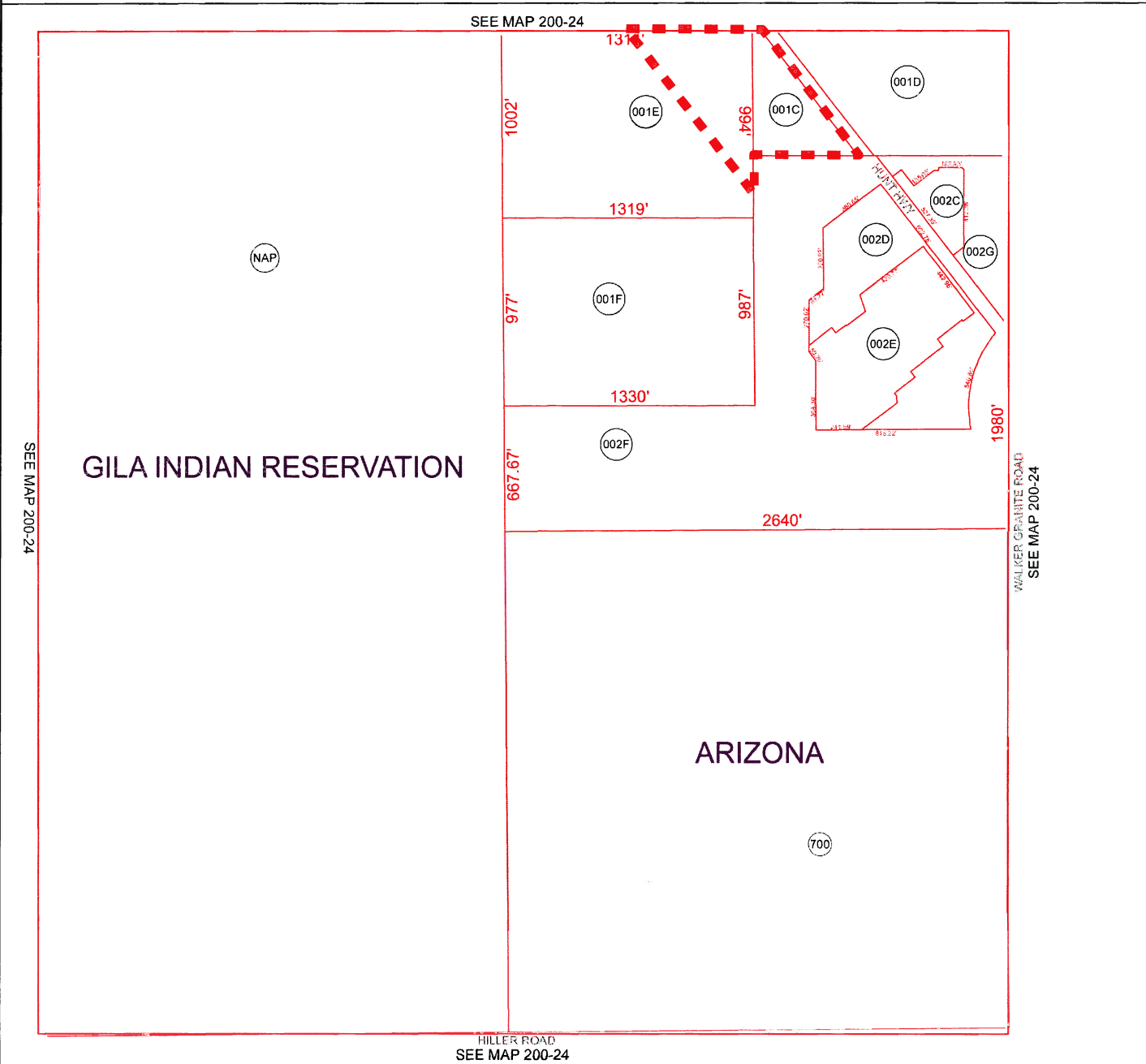
# The Reserve at Lookout Mountain

Florence, Arizona

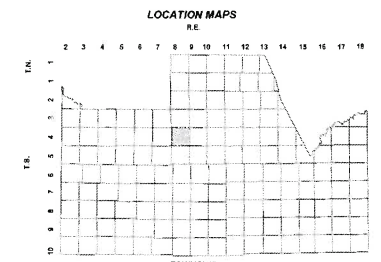


Exhibit A - Vicinity Map





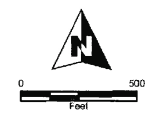
BOOK - MAP  
**200-25**  
SEC.10.T.04S.R.08E



TOWNSHIP

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

SECTION



Revised: 10/4/2012  
By: "KC"



PINAL COUNTY  
*wide open opportunities*  
**Pinal County Assessor**

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY PINAL COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS INCLUDING PLATS, SURVEYS, RECORDED DEEDS AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR THE PINAL COUNTY ASSESSOR'S OFFICE PURPOSES.

### Legend

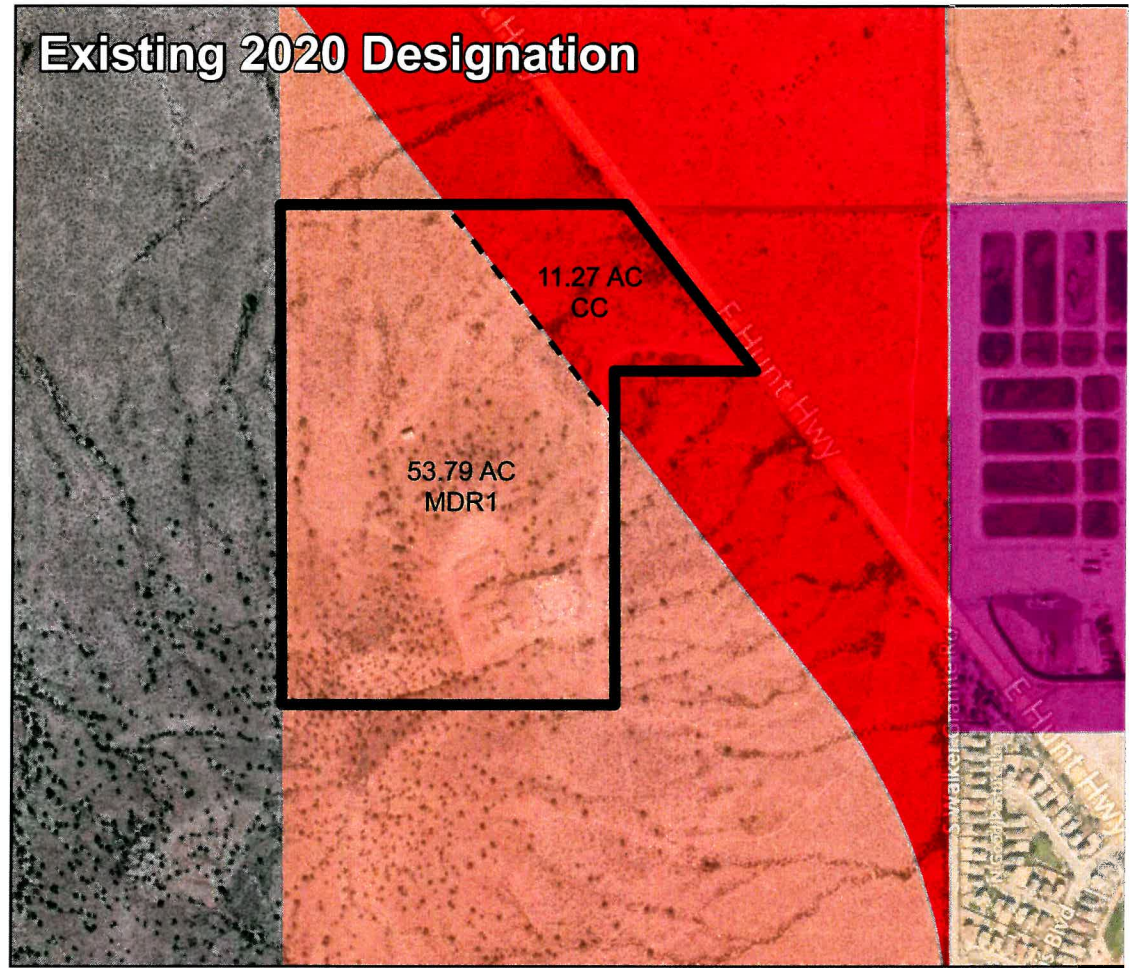
#### Florence 2020 General Plan

- CC
- E/LI
- LDR
- MDR1
- MDR2
- RRR

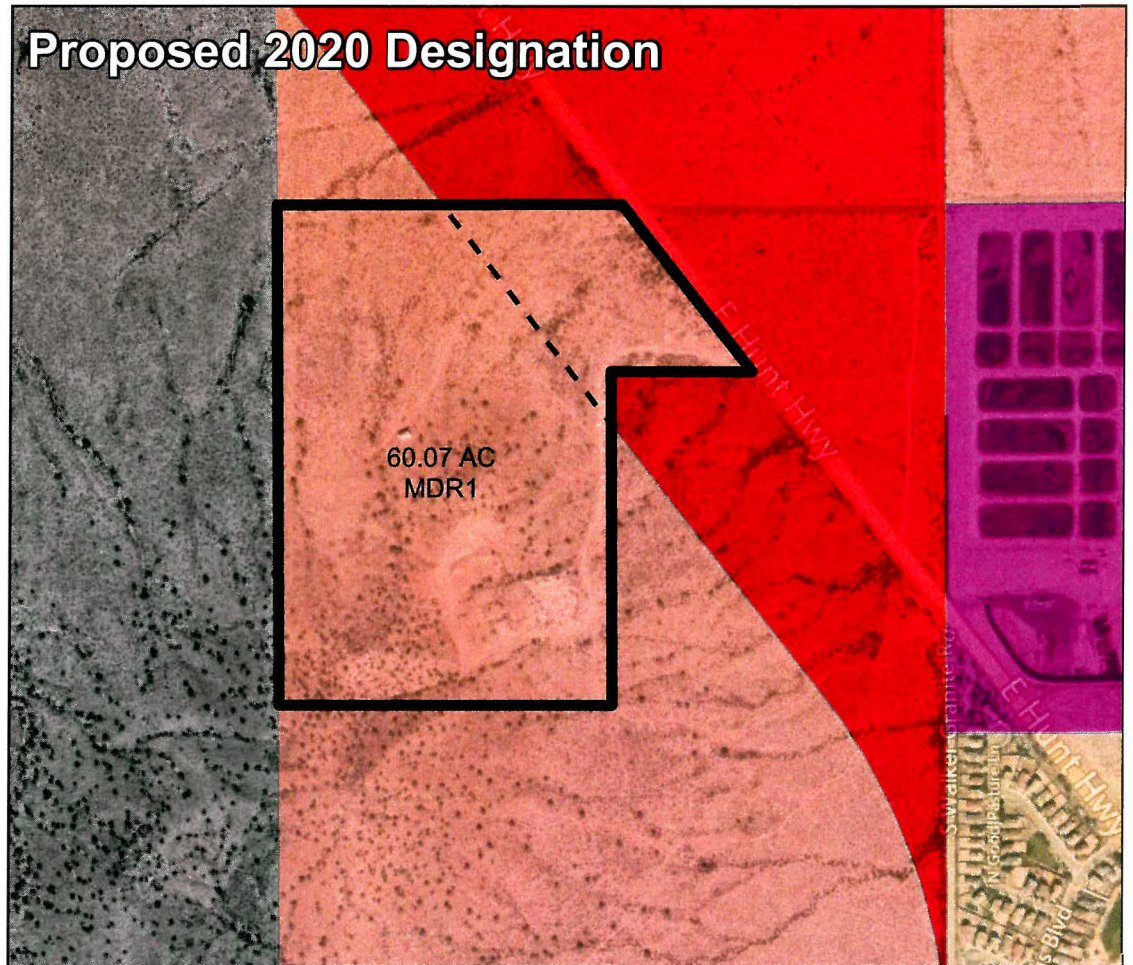


1,300 Feet

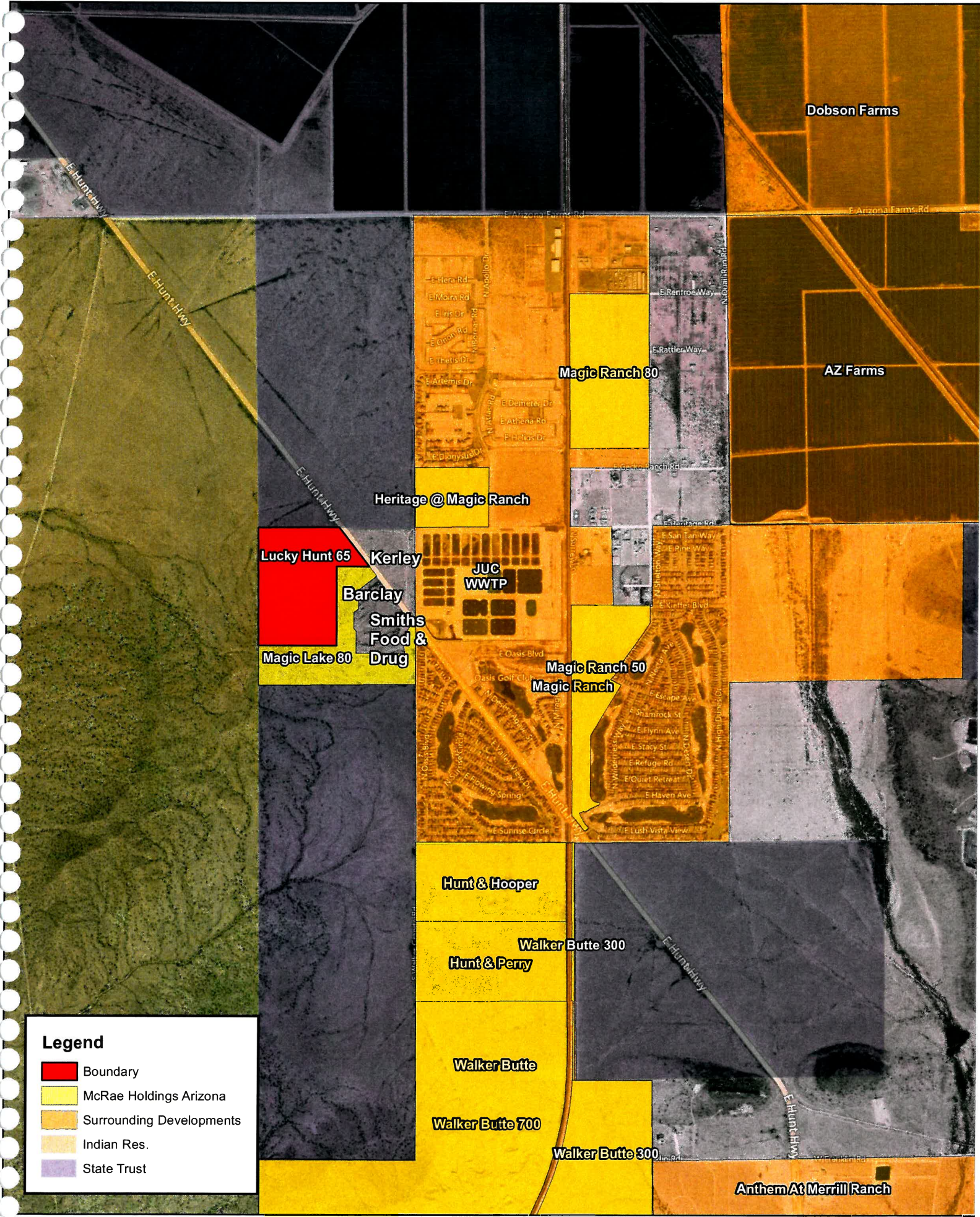
## Existing 2020 Designation



## Proposed 2020 Designation







**Legend**

- Boundary
- McRae Holdings Arizona
- Surrounding Developments
- Indian Res.
- State Trust

# The Reserve at Lookout Mountain

Florence, Arizona



Exhibit D - Surrounding Ownership Map



# Appendix A

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# APPLICATION FOR GENERAL PLAN AMENDMENT

PROJECT NAME: The Reserve at Lookout Mountain

APPLICATION TYPE:  Major  Minor  Text (Major)

1. Property Owner: Name: RMIG Lucky Hunt LLC  
Address: 8800 N Gainway Center Dr Suite 255  
Scottsdale AZ 85258  
Phone: 480-609-1200 Fax: 480-609-1130  
Email: RON@RumMofRac.com

2. Applicant/Developer: Name: United Engineering Group  
Address: 3205 W Ray Rd Suite 1  
Chandler AZ 85226  
Phone: 480-705-8372 Fax: 480-705-5376  
Email: Shamill@unitedeng.com

3. Address or Location of Property: SWC Hunt Highway & Heritage Rd.

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name:  
A portion of the Northeast quarter of Section 10,  
Township 4 South, Range 8 East

Tax Parcel Numbers: 200-25-001C & 200-25-001E

Gross Acres: 11.27

5. Current Land Use Classification(s): CC - Community Commercial

6. Proposed Land Use Classification(s): MDR1 - Medium Density Residential

[Signature] 12/11/13  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

**FOR STAFF USE ONLY:**

CASE NO. _____	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ _____
PZ HEARING DATES _____	
TC HEARING DATE _____	REVIEWED BY: _____

# OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is **not** the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

+/-65 acres located at the SEC of Hunt Hwy & Arizona Farms Rd, referred to as RMG Lucky Hunt 65, LLC

Owner(s) RMG Lucky Hunt 65, LLC, an Arizona limited liability company  
By: RMG Arizona Properties Holding LLC, an Arizona limited liability company  
By: [Signature]  
Its Manager  
Signature

Ronald H. McRae  
Print or Type Name

Address  
8800 N Gainey Center Dr unit 255  
Scottsdale AZ, 85258

Telephone  
480-609-1200

STATE OF ARIZONA )  
County of MARICOPA ) SS

On this 2nd day of October, 20 13, before me, the undersigned Notary Public, personally appeared R. H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R. H. McRAE executed the same.

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

My commission expires:  
10/31/13

Marsha K. Griep  
Notary Public



# Appendix B

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## LEGAL DESCRIPTION

### **LUCKY HUNT 65-TOWN OF FLORENCE GENERAL PLAN AMENDMENT**

Being a portion of the Northeast Quarter of Section 10, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Town of Florence, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a GLO brass cap (1928), found at the North Quarter Corner of said Section 10;

THENCE S89°52'34"E, along the North line of the Northeast Quarter of said Section 10, a distance of 655.63 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE continuing S89°52'34"E, a distance of 715.85 feet, along said north line, to a point on the westerly right-of-way line of Hunt Highway;

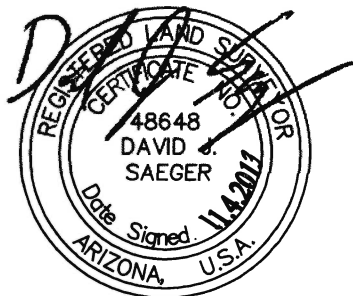
THENCE southeasterly, along said westerly right-of-way line of Hunt Highway, S37°38'44"E, a distance of 835.97 feet to a point of on the southerly line of the North Half of the Northeast Quarter of the Northeast Quarter of said Section 10;

THENCE westerly along said southerly line, S89°59'07"W, a distance of 555.42 feet to the westerly line of the Northeast Quarter of the Northeast Quarter of said Section 10;

THENCE S00°12'13"E, along said westerly line, a distance of 210.60 feet;

THENCE N52°27'38"W, a distance of 1102.51 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 491,276 square feet, or 11.2781 acres.



EXPIRES 09/30/14



# Legend

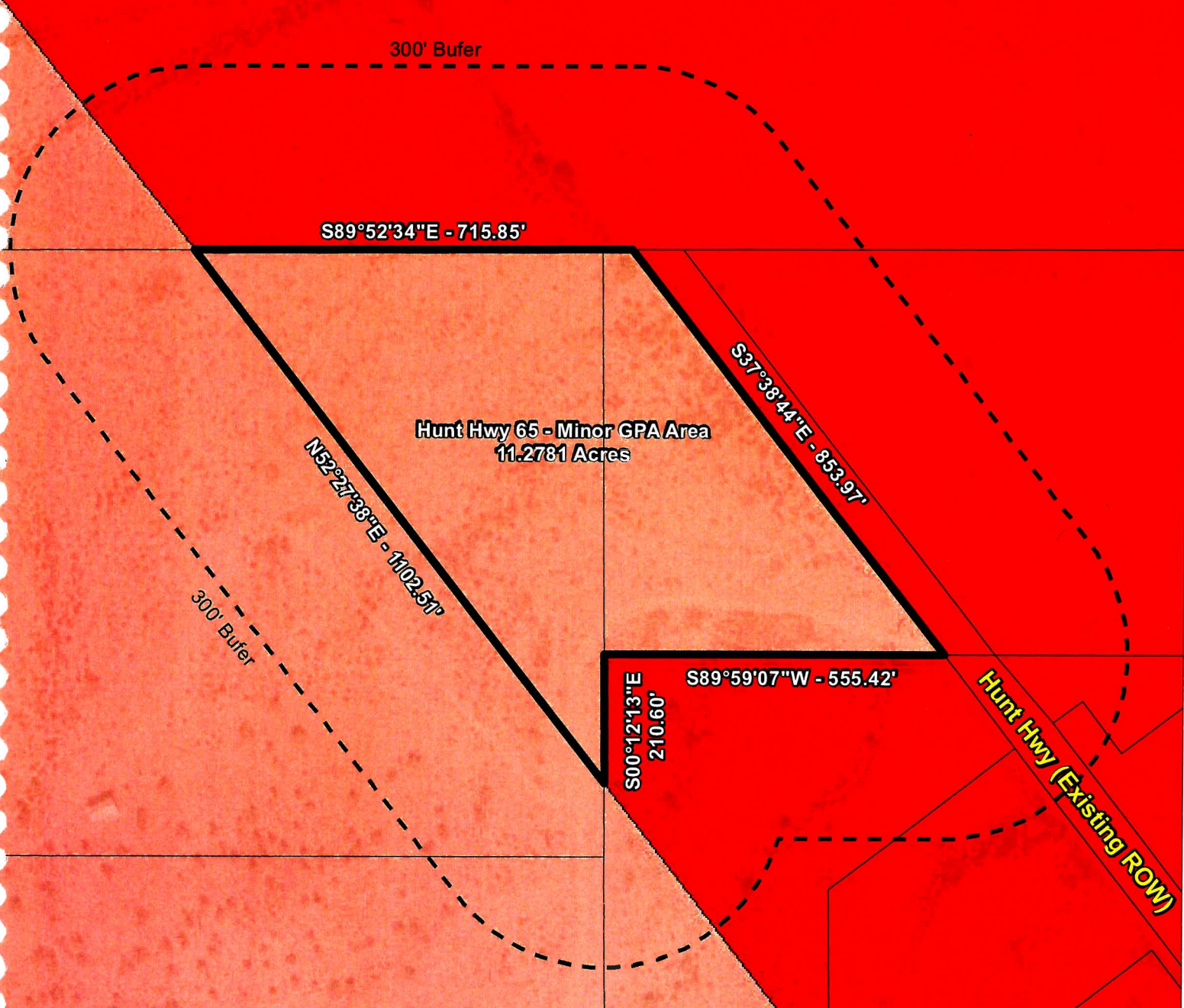
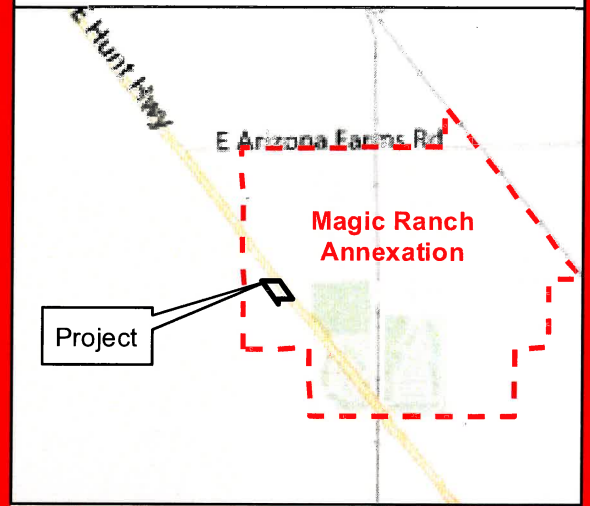
## Proposed Designation

- CC
- MDR1

Data:	Current	% of Total	Proposed	% of Total
Gross Acres	65.077	100%	65.077	100%
GPA Designation				
MDR1	53.80	83%	65.077	100%
CC	11.2781	17%	0.00	0%

Note: No Change in Roadway Classifications

## Vicinity Map


















# Town of Florence

## Exhibit A

### Proposed 2020 General Plan Designation

-  Site Location
-  Rural Ranchette Residential (RRR)
-  Low Density Residential (LDR)
-  Medium Density Residential 1 (MDR1)
-  Medium Density Residential 2 (MDR2)
-  High Density Residential 1 (HDR1)
-  High Density Residential 2 (HDR2)
-  Neighborhood Commercial (NC)
-  Community Commercial (CC)
-  Professional Office (PO)
-  Employment/Light Industrial (E/LI)
-  Heavy Industrial (HI)
-  Master Planned Community (MPC)
-  Downtown Mixed Use (DMU)
-  Highway Mixed Use (HMU)
-  Public/Governmental (P/G)
-  Prison (P)
-  Military Reservation (MR)
-  Parks and Recreation (P/R)
-  Open Space (OS)



0 200 400 Feet

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



# APPLICATION FOR GENERAL PLAN AMENDMENT

PROJECT NAME: The Reserve at Lookout Mountain

APPLICATION TYPE:  Major  Minor  Text (Major)

1. Property Owner: Name: RMG Lucky Hunt LLC  
Address: 8800 N Gainey Center Dr Suite 255  
Scottsdale AZ 85258  
Phone: 480-609-1200 Fax: 480-609-1130  
Email: RON@RondMorac.com

2. Applicant/Developer: Name: United Engineering Group  
Address: 3205 W Roy Rd Suite 1  
Chandler AZ 85226  
Phone: 480-705-5372 Fax: 480-705-5376  
Email: Shamill@unitedeng.com

3. Address or Location of Property: SWC Hunt Highway & Heritage Rd.

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name:

A portion of the Northeast quarter of Section 10,  
Township 4 South, Range 8 East

Tax Parcel Numbers: 200-25-001C & 200-25-001E

Gross Acres: 11.27

5. Current Land Use Classification(s): CC - Community Commercial

6. Proposed Land Use Classification(s): MDRI - Medium Density Residential

[Signature] 12/11/13  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

## FOR STAFF USE ONLY:

CASE NO. <u>PZC-01-14-GPA</u>	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ _____
PZ HEARING DATES <u>Feb. 12, 2014</u>	
TC HEARING DATE <u>March 17, 2014</u>	REVIEWED BY: <u>C. [Signature]</u>

# OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

+/-65 acres located at the SEC of Hunt Hwy & Arizona Farms Rd, referred to as RMG Lucky Hunt 65, LLC

Owner(s) RMG Lucky Hunt 65, LLC, an Arizona limited liability company  
By: RMG Arizona Properties Holding LLC, an Arizona limited liability company  
By: [Signature]  
Its Manager  
Signature

Ronald H. McKee  
Print or Type Name

Address 8800 N Gainey Center Dr unit 255  
Scottsdale AZ, 85258

Telephone 480-609-1200

STATE OF ARIZONA )  
County of MARICOPA ) ss

On this 2nd day of October, 20 13, before me, the undersigned Notary Public, personally appeared R. H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R. H. McRAE executed the same.

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

My commission expires: 10/31/13

[Signature]  
Notary Public



## **NOTICE OF PUBLIC HEARINGS FLORENCE TOWN COUNCIL**

Notice is hereby given that the Town Council of Florence, Arizona will hold Public Hearings on Monday, March 17, 2014 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following applications:

**PZC-01-14-GPA.** Public Hearing. An application by United Engineering Group on behalf of RMG Lucky Hunt, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 11.2 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located on the west side of Hunt Highway at the Heritage Road alignment, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

**PZC-6-14-CUP.** Public Hearing. A Conditional Use Permit request by Duke Rodriguez of Ultra Health, LLC on behalf of Riverbottom, LLC to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 2501 N. Pinal Parkway Avenue, Florence, Arizona.


**PZC-08-14-GPA.** Public Hearing. An application by United Engineering Group on behalf of Palms-Magic Ranch 80, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 39.8 acres from Employment/Light Industrial (E/LI) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located south of the southwest corner of Arizona Farms Road and Quail Run Lane, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

Detailed descriptions of these proposed applications are available for viewing at the Town of Florence Community Development building located at 600 N. Main Street, Florence, AZ, Monday through Friday from 8 a.m. to 5 p.m. The Department can be reached by phone at (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: One; date of publication: February 27, 2014.



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>8c.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Resolution No. 1427-14: Ultra Health, LLC (PZC-06-14-CUP)		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1427-14 for a proposed Conditional Use Permit for a medical marijuana dispensary.

**REQUEST:**

A Conditional Use Permit request by Duke Rodriguez, of Ultra Health, LLC, on behalf of River Bottom, LLC, to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 2501 N. Pinal Parkway Avenue, Florence, Arizona.

**BACKGROUND/DISCUSSION:**

The Town of Florence adopted a comprehensive approach to the State law regarding medical marijuana facilities. First and foremost, the new medical marijuana industry allowed by State law presented the need to better define the types of uses allowable under the new State law. Once those new uses were more clearly defined in a new chapter of the Town Code (Chapter 152) titled Medical Marijuana, the Town then developed requirements pertaining to the location and operation of these new uses. Locational criteria is first defined at the Zoning District level and then narrowed down by additional locational criteria, such as the distances between similar uses, distances to schools and other factors.

In general, the Town’s medical marijuana ordinance allows all of the cultivation, operation and dispensary related medical marijuana uses to occur within the Town’s Light Industrial (LI) Zoning District with a Conditional Use Permit (CUP). In addition, dispensary facilities are also allowed within the Town’s Highway Business Commercial (B-2) Zoning District with a Conditional Use Permit. Any type of new facility related to this ordinance is subject to meeting the terms of their respective CUP and also would

need to obtain required zoning clearance from the Town. In addition, all such facilities must be in compliance with State law and the AZDHS rules and regulations.

Ultra Health, LLC, is proposing a medical marijuana dispensary for the purpose of dispensing medical marijuana to qualifying patients in the designated service area at 2501 N. Pinal Parkway Avenue, Florence, Arizona, 85132. The Arizona Department of Health Services (AZDHS) has designated the service area as Community Health Analysis Area (CHAA) No.95 Florence. The service area is currently estimated at less than 100 qualifying card holders, which will likely represent two to four patients per day during the first year of operation.

No cultivation is proposed at this location. Product will be delivered from offsite cultivation sites located primarily in Phoenix and central Arizona. It is estimated that the amount of product on hand at the dispensary at any given time will be no more than approximately five pounds and product will be stored nightly in a secure vault. Qualifying patients will not be allowed to consume or use the product onsite.

The one-story building includes 1,728 sq. ft. of floor area with a single east facing entrance. A single access point is in response to the Arizona Medical Marijuana Act specifying only a single secured ingress and egress be provided to dispensaries. However, the regulations also allow a second emergency exit for fire and safety purposes. With the relatively small size of the building, the applicant prefers to keep the single secured primary entry and exit door and not provide a second emergency exit for the building, but this is subject to further Town review.

The following is a summary of security measures to be included in this dispensary. All final security requirements will be confirmed with the Town of Florence prior to opening:

- 100% digital high-resolution cameras with weather rated and vandal resistant enclosures
- Motion detection enabled, low light cameras
- Camera tampering and connection instant notification alerts
- 100% interior and exterior site coverage with full visibility of perimeter
- 24/7 recording with 30 day rolling storage
- Clustered recording system allows migration of cameras in event of a recorder failure
- Redundant storage system with dual drives in the event of a single hard drive failure and dedicated battery back-up
- Onsite and off-site monitoring with text and email alerts
- On staff security systems experts
- Full property alarm system including buildings, perimeter, and gates
- Full perimeter proximity detection to detect intrusion through non-designated entrances/exits
- Radio Frequency (RF) ID triggered door locks and entrance gates
- Unique RF ID codes for every staff member
- Centrally managed badge system



## **ANALYSIS:**

The site is the current location of the River Bottom Grill restaurant. The proposed dispensary will be located on the River Bottom Grill property, which contains approximately 0.81 acres. The proposed medical marijuana dispensary will operate from a 1,728 sq. ft. fully enclosed and secured building. The restaurant and bar will cease to operate to allow for this use.

Florence Ultra Health LLC, dispensary will complete a tenant improvement (TI) to the existing main structure. The interior space of the former River Bottom Grill will be demolished and reconfigured to include an entry waiting/lobby room, receptionist area, retail dispensary area, a general office, a storage room and two ADA compliant restrooms. Non-permanent additions currently attached to the existing facility will be removed. The exterior elevation of the building will be enhanced and the height of the building will be raised to screen mechanical equipment.

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

#### **Finding:**

The site is currently zoned Highway Business Commercial (B-2) and per the Town of Florence Development Code Title XV: Land Usage Chapter 150: Medical Marijuana Dispensary (excluding cultivation) is an allowed use on a Highway Business Commercial (B-2) Zoning District with an approved Conditional Use Permit (CUP) as long as the sensitive use distances have been observed.

Florence Ultra Health LLC, dispensary will complete a tenant improvement (TI) to the existing main structure. The interior space of the former River Bottom Grill will be demolished and reconfigured to include an entry waiting/lobby room, receptionist area, retail dispensary area, a general office, a storage room and two ADA compliant restrooms. Non-permanent additions currently attached to the existing facility will be removed. The exterior elevation of the building will be enhanced and the height of the building will be raised to screen mechanical equipment.

<b>Surrounding Land Uses and Zoning Districts:</b>		
	<b>Zoning Classification</b>	<b>Existing Use</b>
North	Highway Business Commercial (B-2)	Vacant Land and the Florence Immigrant & Refugee Rights Facility
East	Town Boundary	Vacant Land
South	Town Boundary	Vacant Land
West	Highway Business Commercial (B-2)	Vacant Land
On-Site	Highway Business Commercial (B-2)	Restaurant/Bar

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

**Finding:**

Vehicular access to the site is provided from Highway 79 on the northern most part of the site and further refinements to site will be addressed with this application and a companion Design Review application to ensure improved access and circulation. Staff notes that only one access point will be necessary to accommodate access to the proposed use.

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

**Finding:**

The Town's 2020 General Plan identifies this area along Highway 79 as a future business and mixed use corridor.

The evaluation of potential impacts of a conditionally permitted use to adjoining and/or surrounding properties is a factor that requires careful consideration. In general, a conditionally permitted use is a use that might work at one location within a given zoning district, but might be inappropriate at another location within the same zoning district. Potential compatibility issues have been presented to the Town regarding other proposed medical marijuana dispensaries cases. However as of this writing, no objections have been received regarding this case, nor has staff received any favorable comments. The proposed business meets the separation criteria outlined in the Town's medical marijuana ordinance.

Staff has detailed all sensitive uses and required separations per the Town Code in the following table.

**Separation Distances**

<b>Use or use classification</b>	<b>Required Separation</b>	<b>Provided Separation</b>
Another Medical Marijuana Dispensary	2,640 ft.	32 miles
Public or private park	660 ft.	1.4 miles
Public Library (Pinal Law Library)	660 ft.	1.04 miles
Massage Establishment	660 ft.	21 miles
Place of worship (Union Baptist)	660 ft.	1.17 miles
Sexually oriented business	660 ft.	N/A
Teen club	660 ft.	22 miles
*Schools (Florence K-8 Elementary)	660 ft.	1.8 miles
Public or private recreational center	660 ft.	24 miles
Residential district boundary	660 ft.	.66 miles

\*500 ft. per State statutes.

Distances are approximate. Per 152.04, *Distance Separation Requirements*, the distance separation provision is not applicable for cases where the aforementioned uses are separated by a state highway, except as governed by the “Arizona Medical Marijuana Act” and applicable state statutes.

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

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

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

1. No Conditional Use approval shall be final until all conditions imposed have been met
2. All of the special conditions shall constitute restrictions that run with the land and that shall be binding upon the owner of the land, successors or assigns
3. The special conditions imposed by the Planning and Zoning Commission and/or Town Council shall be consented to in writing by the applicant prior to issuance of a Conditional Use Permit
4. The Resolution of the Town Council granting the application together with all consent forms shall be recorded by the recorder of the County

**PUBLIC PARTICIPATION:**

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

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

As of the writing of this report, staff has received two letters of opposition for this case. At the Planning and Zoning Commission Public Hearing for this case, comments were made for and against this application.

The tentative schedule for Planning and Zoning/Town Council meetings for this case are as follows:

- |                   |  |
|-------------------|--|
| February 12, 2014 | Planning and Zoning Public Hearing     |
| March 17, 2014    | Town Council Public Hearing and Action |

All meetings will be held at Town Hall Council Chambers – 775 North Main Street.

**FINDINGS:**

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

1. A Medical Marijuana Dispensary is a conditionally permitted use in a Highway Business Commercial (B-2) Zoning District, subject to complying with applicable locational criteria.
2. Access, circulation and parking for the subject use conforms to applicable codes.
3. The proposed use is located within an existing hospital building, which supports the professional and medical nature of the proposed use and enhances compatibility.
4. Approval of the subject use would be conditioned to further enhance compatibility of this use with on-site uses and adjacent and surrounding properties.

**FINANCIAL IMPACT:**

Unable to determine as there is no long term track record of this type of use in Arizona.

**RECOMMENDATION:**

The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the proposed Medical Marijuana Dispensary Conditional Use Permit to the Mayor and Town Council, subject to the following conditions:

1. This Conditional Use Permit shall be revoked and become null and void if the applicant is not granted approval by the Arizona Department of Health Services to operate a medical marijuana dispensary at this location and/or if such approval from the Arizona Department of Health Services is revoked or expires.
2. This Conditional Use Permit shall be revoked and become null and void if the subject property is approved by the Arizona Department of Health Services for a medical marijuana dispensary and such operations are not open for business within six months of the Department of Health Services (DHS) approval.
3. This Conditional Use Permit shall be revoked and become null and void if the conditionally permitted use ceases business operations at the subject location for more than six months.
4. Property owner or their lessee shall connect to the Town sewer system at owner's expense when public sewer is extended to the subject property. Upon connection, owner shall abandon all existing septic systems on the site at owner's expense.
5. Final plans for grading, drainage and applicable public utility improvements are subject to the review and approval of the Town Engineer.
6. Property owner or their lessee shall remove the existing non-conforming mobile home on the subject property prior to the issuance of a Certificate of Occupancy for the medical marijuana dispensary.

7. Development of the site will be in compliance with an approved Design Review Application.
8. Property owner agrees to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waiver attached hereto as Exhibit B.
9. All work within the ADOT right-of-way is subject to ADOT reviews and permitting.
10. Signage shall comply with all applicable Town Codes and is subject to Design Review approval.
11. Building ingress/egress subject to the review and approval of the Town Building Official and Fire Marshal.
12. The development of the subject site shall be in conformance with any applicable Town Codes, Ordinances, Building Codes and Fire Codes.
13. This Conditional Use Permit shall be revoked and become null and void if any of the conditions of the Conditional Use Permit and applicable codes are not met.
14. Any additional conditions deemed necessary by the Town Council.

**ATTACHMENTS:**

Resolution No. 1427-14  
Exhibit A  
Exhibit B  
Application  
Notice to paper  
Letters of opposition  
Narrative

**RESOLUTION NO. 1427-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A PROPOSED MEDICAL MARIJUANA DISPENSARY ON PROPERTY LOCATED AT 2501 NORTH PINAL PARKWAY AVENUE, FLORENCE, ARIZONA, (PZC-06-14-CUP).**

**WHEREAS**, a Conditional Use Permit (CUP) application was filed by Ultra Health, LLC to allow a proposed medical marijuana dispensary at 2501 North Pinal Parkway Avenue; Florence, Arizona, and

**WHEREAS**, a Conditional Use Permit has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

**WHEREAS**, the property is zoned Highway Business Commercial (B-2), which is consistent with the Town's General Plan; and

**WHEREAS**, the property's zoning ordinance (B-2) could allow for a medical marijuana dispensary with an approved Conditional Use Permit; and

**WHEREAS**, the Planning and Zoning Commission of the Town of Florence has considered all public comments made at their hearing and have forwarded a favorable recommendation for this case to the Mayor and Town Council; and

**WHEREAS**, said proposal has been considered by the Council and the Conditional Use Permit has been found to be appropriate and thereby should be imposed.

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

1. The Mayor and Council of the Town of Florence, Arizona, approve the Conditional Use Permit request for the subject property described in Exhibit A, subject to the following special conditions that are deemed necessary to protect the public health, safety and general welfare:
  - a) This Conditional Use Permit shall be revoked and become null and void if the applicant is not granted approval by the Arizona Department of Health Services to operate a medical marijuana dispensary at this location and/or if such approval from the Arizona Department of Health Services is revoked or expires.



- b) This Conditional Use Permit shall be revoked and become null and void if the subject property is approved by the Arizona Department of Health Services for a medical marijuana dispensary and such operations are not open for business within six months of the Department of Health Services (DHS) approval.
- c) This Conditional Use Permit shall be revoked and become null and void if the conditionally permitted use ceases business operations at the subject location for more than six months.
- d) Property owner or their lessee shall connect to the Town sewer system at owner's expense when public sewer is extended to the subject property. Upon connection, owner shall abandon all existing septic systems on the site at owner's expense.
- e) Final plans for grading, drainage and applicable public utility improvements are subject to the review and approval of the Town Engineer.
- f) Property owner or their lessee shall remove the existing non-conforming mobile home on the subject property prior to the issuance of a Certificate of Occupancy for the medical marijuana dispensary.
- g) Development of the site will be in compliance with an approved Design Review Application.
- h) Property owner agrees to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waiver attached hereto as Exhibit B.
- i) All work within the ADOT right-of-way is subject to ADOT reviews and permitting.
- j) Signage shall comply with all applicable Town Codes and is subject to Design Review approval.
- k) Building ingress/egress subject to the review and approval of the Town Building Official and Fire Marshal.
- l) The development of the subject site shall be in conformance with any applicable Town Codes, Ordinances, Building Codes and Fire Codes.

m) This Conditional Use Permit shall be revoked and become null and void if any of the conditions of the Conditional Use Permit and applicable codes are not met.

2. The Mayor and Council of the Town of Florence, Arizona, approve the Conditional Use Permit request, subject to the following general conditions:
  - a. No Conditional Use Permit approval shall be final until all conditions imposed have been met
  - b. All of the special conditions shall constitute restrictions which run with the land and which shall be binding upon the owner of the land, successors or assigns
  - c. The special conditions imposed by the Planning and Zoning Commission and/or Council shall be consented to in writing by the applicant prior to issuance of a Conditional Use Permit
  - d. The Resolution of the Council granting the application together with all consent forms shall be recorded by the County Recorder
3. This Conditional Use Permit shall be recorded within thirty days of Mayor and Council's approval of said Conditional Use Permit.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 17<sup>th</sup> day of March, 2014.

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

**ATTEST:**

**APPROVED AS TO FORM**

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

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

# Exhibit A: Florence Dispensary PZC 6-14-CUP<sup>.009F</sup>



## Town of Florence



Dispensary Site



Parcel Lines



Town Limits

200-33-009K

200-33-009J

200-33-009M

200-33-009C

North Side Canal

PINAL-PARKWAY-AVE

200-33-0030

200-33-013B

200-33-012A

200-33-008A

Gila River

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

FlorenceDispensaryExhibitA.mxd

TOF GIS 01/13/2014

0 100 200 Feet



**EXHIBIT B**

**CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE**

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Conditional Use Permit Application PZC-06-14-CUP. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Conditional Use Permit Application PZC-06-14-CUP ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Conditional Use Permit Application PZC-06-14-CUP. Except as expressly set forth in the Conditional Use Permit Application PZC-06-14-CUP and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

Dated this 6 day of Feb, 2014.

Owner:

By: RAKESH PAHWA  
Print Name

Rakesh Pahwa  
Signature

Its: Manager  
Title

STATE OF ARIZONA )  
County of Maricopa ) ss

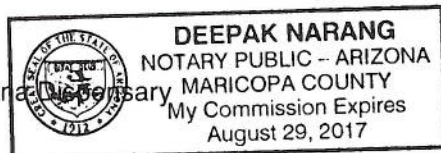
On this 6 day of Feb, 2014, before me, the undersigned Notary Public, personally appeared RAKESH PAHWA, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that RAKESH PAHWA executed the same.

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

My commission expires:

Aug 29, 2017

Deepak Narang  
Notary Public



# APPLICATION FOR CONDITIONAL USE PERMIT

PROJECT NAME: Florence Dispensary

REQUEST TYPE:  WCF  Other  Time Extension

1. Property Owner: Name: Debbie Rosane on behalf of River Bottom LLC  
Address: PO Box 619  
Florence, AZ 85132  
Phone: 480-313-1820 Fax:         
Email: debbie.rosane@gmail.com

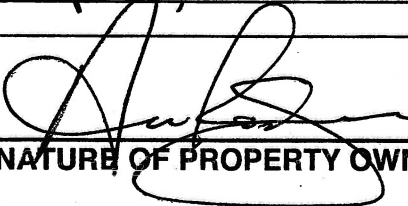
2. Applicant/Developer: Name: Duke Rodriguez on behalf of Ultra Health LLC  
Address: 16624 N. 90th St #200  
Scottsdale, AZ 85260  
Phone: 480-404-6699 Fax: 800-829-3575  
Email: duke@ultrahealth.com

3. Address or Location of Property: 2501 N. Pinal Parkway Ave  
Florence, AZ 85132

4. Tax Parcel Numbers: 200-33-003

Gross/Net Acres: 0.81 Zoning: B-2

5. Request Details: CUP to operate medical marijuana  
dispensary in a B-2 zoning district.

 DUKE RODRIGUEZ 12/27/13  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

## FOR STAFF USE ONLY:

CASE NO. <u>P2C-06-14-CUP</u>	APPLICATION DATE AND TIME _____
PERMIT NO. _____	FEE \$ <u>\$ 536.00</u>
PZ HEARING DATE <u>Feb. 12, 2014</u>	REVIEWED BY: <u>Gilbert Olgin</u>
TC HEARING DATE <u>March 17, 2014</u>	
RECOMMENDATION: APPROVAL	DISAPPROVAL

# OWNER'S PERMISSION FORM

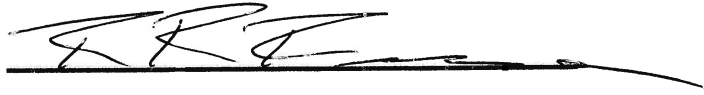
This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: Ultra Health LLC

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

2501 N. Pinal Parkway Ave Florence, AZ 85132

Owner(s)



Signature

Randy R. Rosane on behalf of

Print or Type Name  
River Bottom, LLC

Address

PO Box 619

Florence AZ 85132

Telephone

480-313-1820

STATE OF ARIZONA )  
County of Pinal )

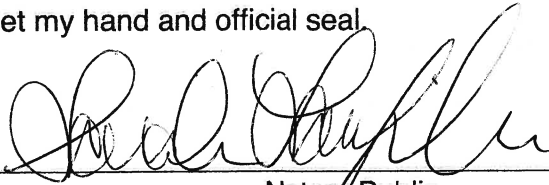
SS

On this 6 day of January, 2014, before me, the undersigned Notary Public, personally appeared Randy Rosane, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Ultra Health LLC executed the same.

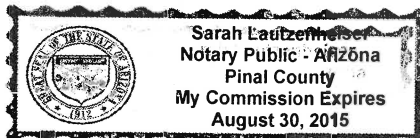
IN WITNESS WHEREOF, I hereto set my hand and official seal.

My commission expires:

8/30/15



Notary Public



## **NOTICE OF PUBLIC HEARINGS FLORENCE TOWN COUNCIL**

Notice is hereby given that the Town Council of Florence, Arizona will hold Public Hearings on Monday, March 17, 2014 at 6:00 PM at Florence Town Hall located at 775 N. Main Street, Florence, Arizona, 85132 to discuss the following applications:

**PZC-01-14-GPA.** Public Hearing. An application by United Engineering Group on behalf of RMG Lucky Hunt, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 11.2 acres from Community Commercial (CC) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located on the west side of Hunt Highway at the Heritage Road alignment, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

**PZC-6-14-CUP.** Public Hearing. A Conditional Use Permit request by Duke Rodriguez of Ultra Health, LLC on behalf of Riverbottom, LLC to allow for a proposed Medical Marijuana Dispensary on a Highway Business Commercial (B-2) zoned property located at 2501 N. Pinal Parkway Avenue, Florence, Arizona.

**PZC-08-14-GPA.** Public Hearing. An application by United Engineering Group on behalf of Palms-Magic Ranch 80, LLC for a Minor General Plan Amendment to the Town's 2020 General Plan Future Land Use Map to change the land use designation on approximately 39.8 acres from Employment/Light Industrial (E/LI) to Medium Density Residential 1 (MDR1). This change would facilitate a subsequent zoning amendment on the site, which is generally located south of the southwest corner of Arizona Farms Road and Quail Run Lane, should the subject property be annexed into the Town of Florence per pending Annexation 2013-01.

Detailed descriptions of these proposed applications are available for viewing at the Town of Florence Community Development building located at 600 N. Main Street, Florence, AZ, Monday through Friday from 8 a.m. to 5 p.m. The Department can be reached by phone at (520) 868-7542.

Pursuant to Title II of the Americans with Disabilities Act (ADA), the Town of Florence does not discriminate on the basis of disability regarding admission to public meetings. Persons with a disability may request reasonable accommodations by contacting the Town of Florence ADA Coordinator at (520) 868-7574 or (520) 868-7502 TDD. Requests should be made as early as possible to allow time to arrange the accommodation.

No. of publications: One; date of publication: February 27, 2014.



Town Council for Florence AZ.

Town Hall

775 N. Main St.

Florence, AZ 85132

2/17/2014

All Town Council Members:

I will not be able to attend the  
-Town meeting concerning the River Bottom  
and its future.

As a member of a senior park, I  
feel we are vulnerable since we are  
about two miles north of the main  
part of town. We are located close  
to a federal prison and Hunt Highway  
joins Highway 79. The location is in  
a high traffic area with little protection  
for us seniors.

I feel this will become a difficult  
situation for us seniors and the law  
enforcement.

These people are purchasing a business,  
remodeling the building and only providing  
marijuana for two to four people a day.  
They are really getting ready to push  
us into legalizing marijuana. This  
would make the problem even worse.

Please, do not pass their proposal!

A concerned resident of Florence.  
Bernard Wenger 808E Pennsylvania Ave.

3600 Wisconsin Ave N.

Florence, AZ 85132

2-7-14

Mr. Dan Hughes –Chief of Police

425 N. Pinal

Florence, AZ 85132

Dear Chief Hughes,

My name is Richard Myers, I am a resident of Florence Gardens.

As a resident of Florence I am very concerned and not in favor of a marijuana sales facility going into the Florence area. Many residents of the area share the same concerns. The River Bottom location seems very poor due to the close proximity of the many prisons in the area and the many visitors these facilities bring into the area. A facility selling marijuana could have a very negative effect on future expansion of the Town of Florence.

The River Bottom facility has been an asset to the area and Florence Garden residents with the food and entertainment it offers. It has been a positive destination for residents. We do not want to lose the positive atmosphere this unique place of food and entertainment the River Bottom offers.

Please bring these concerns to the proper city and county administrators who will make the decision regarding allowing the marijuana sales facility to occupy the River Bottom property.

Thank you

Sincerely,

A handwritten signature in cursive script that reads "Richard Myers".

Richard Myers



## ULTRA HEALTH

16624 N. 90<sup>th</sup> Street, Suite 200 • Scottsdale, AZ 85260  
Phone: (480) 404-6699 • Fax: (800) 829-3575

### ULTRA HEALTH FLORENCE NARRATIVE

Ultra Health Florence is proposing a remodel project at 2501 N. Pinal Parkway Ave, Florence, AZ 85132 (the “Project”). The intended Project is to provide a facility for dispensing medical marijuana to qualifying patients in the designated service area. The Arizona Department of Health Services (AZDHS) has designated the service area as Community Health Analysis Area (CHAA) #95 Florence. The service area is currently estimated at less than 100 qualifying cardholders, which will likely represent two to four patients per day during the first year of operation.

The proposed Project is intended on an existing site (APN: 200-33-003) consisting of an approximately 0.81 ac. (37,595 sq. ft.) site in a business highway commercial zoning district (B-2). The proposed medical marijuana dispensary will operate from a 1,728 sq. ft. fully enclosed, secured building. Security will be enhanced as required by the state of Arizona. The following is a summary of security to be included in the Project, but all final security requirements will be confirmed with local law enforcement prior to opening:

- 100% Digital high-resolution cameras with weather rated and vandal resistant enclosures
- Motion detection enabled, low light cameras
- Camera tampering and connection instant notification alerts
- 100% interior and exterior site coverage with full visibility of perimeter
- 24/7 recording with 30 day rolling storage
- Clustered recording system allows migration of cameras in event of a recorder failure
- Redundant storage system with dual drives in the event of a single hard drive failure and dedicated battery back up
- Onsite and off-site monitoring with text and email alerts

- On staff security systems experts
- Full property alarm system including buildings, perimeter, and gates
- Full perimeter proximity detection to detect intrusion through non-designated entrance/exits
- Radio Frequency (RF) ID triggered door locks and entrance gates
- Unique RF ID codes for every staff member
- Centrally managed badge system

The Project is to be a tenant improvement (TI) using the existing main structure. The interior space of the former River Bottom Grill will have interior demolition and the interior will be reconfigured to include an entry waiting/lobby room, receptionist area, retail dispensary area, a general office, a storage room, and two ADA compliant restrooms. Nonpermanent additions currently attached to the existing facility will be removed in accordance with the demolition plan submitted. The exterior elevation of the building will be enhanced and the height of the building will be raised to screen mechanical equipment. The overall finish of the building will be upgraded to augment the appearance of the facility to nearby traffic. The remodeled facility shall provide a major improvement from the existing facility.

Dispensaries allow for the cultivation and sale of medical marijuana, however, no cultivation is proposed at this location. Product will be delivered from offsite cultivation site(s) located primarily in Phoenix and central Arizona. It is estimated that the amount of product on hand at the dispensary at any given time will be no more than approximately five pounds and will be stored nightly in a secure, 600+ pound vault. Qualifying patients will not be allowed to consume or use the product onsite.

The one-story building includes 1,728 sq. ft. of floor area with a single east facing entrance. A single access is provided to the building, in accordance with the Arizona Medical Marijuana Act specifying only a single secured ingress and egress be provided to dispensaries, however, the regulations also allow a second emergency exit for fire and safety purposes. With the relatively small size of the building, the applicant chooses to keep the single secured primary entry and exit door and not provide a 2<sup>nd</sup> emergency exit for the building.

Adequate separation distances as required by the state of Arizona and the Town of Florence are provided from other dispensaries, schools, public or private recreation center, parks, public library, place of worship, massage establishment, sexually oriented business, teen club and residential areas. The nearest residential neighborhood is approximately 3,500 feet from the proposed site.

Emergency and regular vehicular access to the site is provided from Highway 79. Parking provides fourteen parking spaces meeting the Town of Florence Code of Ordinances requirement. Adequate roadway dedication, open space, parking areas and building setbacks are included in this development proposal. Site plan, elevations, landscaping, lighting and grading and drainage are subject to Design Review Board approval. Applicant will be compliant with any signage requirements per the Town of Florence

//attachments included

**SITE PLAN NOTES**

1. ALL UTILITY LINES LESS THAN 40" IN DIA OR CONTIGUOUS TO THE SITE SHALL BE INSTALLED OR RELOCATED UNDERGROUND.
2. ALL TRASH ENCLOSURES SHALL INCLUDE FULLY OPERABLE SCREENING GATES, FINISHED AND PAINTED TO MATCH THE EXISTING SCREENING GATES. GATES SHALL NOT OPEN INTO VEHICULAR DRIVEWAYS. TRASH ENCLOSURES ARE NOT REQUIRED IN INDUSTRIAL DISTRICTS IF LOCATED INSIDE AN ENCLOSED YARD WHICH IS SCREENED BY A FENCE OR WALL AT LEAST 6 FEET IN HEIGHT.
3. 5 & 6. PANELS AND ANY OTHER ABOVE GROUND UTILITY CABINET SHALL BE FULLY SCHEDULED FROM VIEW FROM STREETS OR FROM ABOVE ACCESSIBLE TO CUSTOMERS AND THE GENERAL PUBLIC. SCREENING MAY BE ACCOMPLISHED BY ANY ONE OF THE FOLLOWING METHODS:
  - A. FULLY ENCLOSED THE CABINET INTO THE BUILDING AND ENCLOSING IT BY A SOLID DOOR OR DOORS SEPARATE FROM THE CABINET.
  - B. SCREENING WITH A DECORATIVE MASONRY WALL OF THE SAME HEIGHT AS THE PANEL. THE SCREEN WALL MAY BE SCREENED, UNSCREENED OR A STRAIGHT WALL PARALLEL TO THE CABINET, DEPENDING ON THE LOCATION OF THE CABINET.
  - C. AN ALTERNATIVE SCREENING METHOD APPROVED BY THE PLANNING DEPARTMENT PRIOR TO ISSUANCE OF ANY PERMITS.

4. THE LOCATION OF ALL ELECTRICAL UTILITY EQUIPMENT SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
5. STRUCTURE MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW FROM STREETS OR SURROUNDING COMMUNITY USES BY A COMBINATION OF DECORATIVE WALLS AND AN EVERGREEN VEGETATIVE REDUCE EQUAL TO OR EXCEEDING THE HEIGHT OF THE EQUIPMENT.

6. ALL BALCONY PROVISIONS 2" OR LARGER SHALL BE SCREENED WITH LANDSCAPE LOCATED WITHIN 4' OF PARAPET OF THE DEVICE. ALL BALCONY FENCES LESS THAN 2' SHALL BE PLACED IN A WIRE GAGE FENCE TO MATCH THE PRIMARY BUILDING COLOR.

7. ALL PREEXISTING LIGHT POLES SHALL:
  - A. BE LOCATED WITHIN LANDSCAPED AREAS OR PLANTER BEDS.
  - B. HAVE CONCRETE BASES PAINTED TO MATCH THE PRIMARY BUILDING COLOR OR FINISHED TO MATCH PARKING SCREEN WALLS. CONCRETE BASES FOR LIGHT POLES SHALL NOT EXCEED A HEIGHT OF 36" FROM ADJACENT GRADE.
  - C. BE LOCATED TO AVOID CONFLICT WITH TREES.

8. SITE LIGHTING SHALL COMPLY WITH THE LIGHT AND GLARE CRITERIA SET FORTH IN SECTION 11.2.2.A OF THE ULDC, INCLUDING A MINIMUM PREEXISTING LIGHT FOOTCANDLE HEIGHT OF 20'. THE MAXIMUM HEIGHT OF A BUILDING ADJACENT LIGHT FIXTURE IS 14'. THE MAXIMUM HEIGHT OF A PREEXISTING LIGHT FIXTURE LOCATED WITHIN 100' OF A RESIDENTIAL ZONING DISTRICT OR PROPERTY GOVERNED BY RESIDENTIAL DEVELOPMENT IN THE GENERAL PLAN IS 14'.

9. LANDSCAPED AREAS ADJACENT TO PUBLIC RIGHT OF WAY SHALL BE MAINTAINED AND NATURALLY CONSIDERED. NO MORE THAN 20% OF THE REQUIRED RIGHT OF WAY AND LANDSCAPING TRACTS LANDSCAPING ADJACENT STREETS MAY BE USED FOR REDUCTION. REDUCTION AREA SIZE SHOULD BE VARIED, AND NO SIZE SHOULD EXCEED A 4:1 MAXIMUM.

10. COMMERCIAL BUILDING DOWNPOUTS SHALL BE INTERNALIZED. INDUSTRIAL BUILDINGS MAY USE EXTERIOR DOWNPOUTS IF ADJACENT WITH THE ARCHITECTURE OF THE BUILDING AND BUILT WITH A DURABLE MATERIAL SUCH AS STEEL.

11. COMMERCIAL DEVELOPMENT VEHICULAR ACCESS POINTS AND REDIRECTION ACCESS WAYS SHALL INCLUDE SPECIAL FINISH TREATMENT SUCH AS INTEGRAL COLORED STAMPEDED CONCRETE, POLYMERBETTES, OR SIMILAR ALTERNATIVE. LOCATION AND MATERIAL SHALL BE REVIEWED AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

12. CUSTOMER, EMPLOYEE AND VISITOR PARKING SHALL BE SCREENED FROM STREET VIEW BY LOW VASCOUS WALLS. THE PARKING SCREEN WALLS SHALL BE FINISHED ON BOTH SIDES USING THE SAME MATERIALS AND COLORS, AND A CORNER TO CORNER THAT OF THE MAIN BUILDING.

13. ALL EXTERIOR METAL SHALL BE FINISHED OR PAINTED TO MATCH THE APPROVED PRODUCT COLORS.
14. EXISTING ON-SITE PLANT MATERIAL DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH EQUIVARIANT SPECIES AND SIZE.

15. RIGHT OF WAY DEDICATION AND FOR ADJACENT STREETS. APPLICANT IS REQUIRED TO COMPLETE ALL IN-PLACE IMPROVEMENTS TO FORM OF SIDE STRANDBOARDS.
16. IMPROVEMENTS INCLUDE: CURB, GUTTER, SIDEWALK, DECELERATION LANES, PARKING, VEHICLES, PARKING, STREETSIDE, SIGNING AND STRIPING, AND LANDSCAPING. SHALL BE COMPLETE PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING.

17. FIRE HYDRANT LOCATED WITHIN 150' OF THE FIRE DEPARTMENT CONNECTION. FIRE SPRINKLER SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY (FC 506.3.1).
18. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

19. FIRE HYDRANT LOCATED WITHIN 150' OF THE FIRE DEPARTMENT CONNECTION. FIRE SPRINKLER SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY (FC 506.3.1).
20. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

21. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).
22. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

23. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).
24. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

25. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).
26. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

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30. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

31. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).
32. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

33. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).
34. FIRE SPRINKLER WATER SERVICE SUPPLY SHALL BE A SEPARATE CONNECTION TO LOOPED PUBLIC WATER SUPPLY AND SHALL NOT SERVICE DOMESTIC WATER SERVICE SUPPLY LINES OR FIRE HYDRANTS (FC 506.3.1).

**PROJECT DATA**

**PROJECT DESCRIPTION**  
THESE DRAWINGS ARE PREPARED WITH THE INTENT OF OBTAINING BUILDING PERMIT FOR A MEDICAL MARIJUANA DISPENSARY. CONSTRUCTION IS NOT EXPECTED TO OCCUR ON THIS SITE UNLESS CONSTRUCTION DOCUMENTS ARE REVIEWED AND CONSTRUCTION PERMIT IS GRANTED.

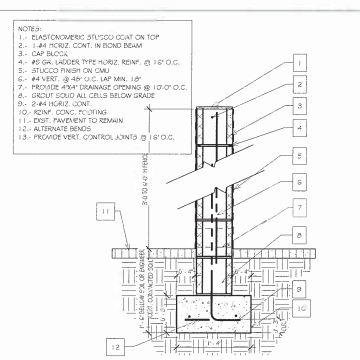
APN	PROPOSED OCCUPANCY	CONSTRUCTION TYPE	FIRE SPRINKLERS	SEPARATED OCCUPANCY	ZONING
203-33-0303	MEDICAL MARIJUANA DISPENSARY	YA	NO	NO	S-2

**LEGAL DESCRIPTION**  
COM AT THE SW COR. OF NE OF SEC 25-43-5E T4N-74A-43E-40R-1E THE S 1/2 OF THE PLOT T4N-77E-75E T4R-20E TO THE S 1/2 OF CANAL T4N-74A-43E-40R-1E IN A S-WAY DIRECTION TO THE PCR 200 25-43-5E-40R-1E-001.

**APPLICABLE CODES**

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS FOR THEIR ADAPTIVE ORDINANCES:

- 1. INTERNATIONAL BUILDING CODE - 2016
- 2. INTERNATIONAL MECHANICAL CODE (IMC) - 2016
- 3. NATIONAL ELECTRICAL CODE (NEC) - 2017
- 4. INTERNATIONAL MECHANICAL CODE (IMC) - 2016
- 5. INTERNATIONAL ENERGY CONSERVATION CODE (IECC) - 2018
- 6. INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC) - 2006
- 7. INTERNATIONAL FIRE CODE (IFC) - 2016
- 8. FLORENCE ZONING ORDINANCE - CURRENT



**CODE CRITERIA**

**ALLOWED LOT COVERAGE**

NET SITE AREA	60%	AREA	COVERAGE	COMPLIES
37,257 SF	22,354 SF	5,160 SF	14%	YES

**OCCUPANCY LOAD SCHEDULE**

CLASS	AREA	AREA FACTOR	OCCUPANCY LOAD
M MARIJUANA DISPENSARY	11	1.75	32
GRAND TOTAL			55

**PARKING CALCS. OFF STREET PARKING**

CALCULATION DATA	FOOTAGE RATIO	UNITS RATIO	REQUIRED		PROVIDED
			FEES	BY FOOTAGE	ACCESSIBLE
M MARIJUANA DISPENSARY	1,720 SF	150	12	0	12
EXISTING HOUSE	1,600 SF	0	0	0	0
GRAND TOTAL			0	0	12

**DISPENSARY PLUMBING CALCS. IBC TABLE 2902.1 + IPC TABLE 403.1**

OCCUPANCY DATA	MALE PLUMBING CALCS.		FEMALE PLUMBING CALCS.		DRINKING FOUNTAIN # 5 SINK
	WC FACTOR	WC REQUIRED	WC FACTOR	WC REQUIRED	
M MARIJUANA DISPENSARY	1	750	1	500	1
GRAND TOTAL					

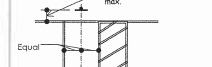
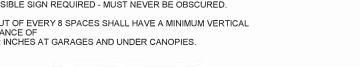
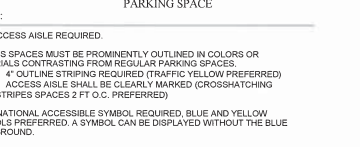
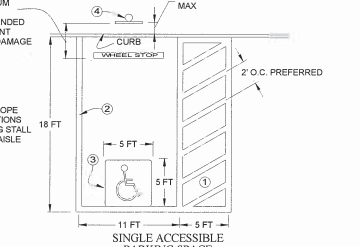
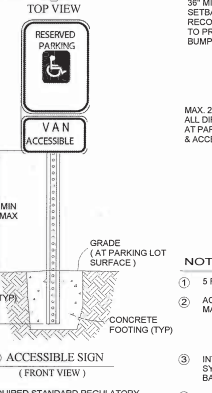
**CLIENT CONTACT INFO:**  
DUKE RODRIGUEZ  
ULTRA HEALTH, LLC  
1626 N 150TH ST, #200  
SCOTTSDALE, AZ 85258  
PH: 480 346 3700  
EMAIL: DUKE@ULTRAHEALTH.COM

**ARCHITECT INFO:**  
G. MARANO ARCHITECTURE  
CONTACT: CARLOS A. MARANO  
PH: 480 233 5199  
ADDRESS: 15524 S BUCKLER DR.  
FOURDAN WILLOW AZ 85258  
CITY: CAROLAS@MARANO.COM

**SHEETS LIST**

SHEET NUMBER	SHEET NAME
A000	COVER PAGE
A001	SITE DEVELOPMENT PLAN
A002	SITE PLAN
A101	FLOOR PLAN
A201	BUILDING ELEVATIONS
A301	BUILDING SECTIONS
A401	PROFILES
L01	LANDSCAPE PLANNING PLAN
L02	LANDSCAPE RESTORATION PLAN
L03	LANDSCAPE DETAILS

**FIRE NOTES**



- NOTES:**
1. The bottom of the van accessible sign shall be no less than 36" inches above finish grade.
  2. The van accessible sign shall be centered under the accessible parking sign as shown.
  3. For more information on reserved parking sign-see accessible parking detail.
  4. All lettering series 'C', green color.

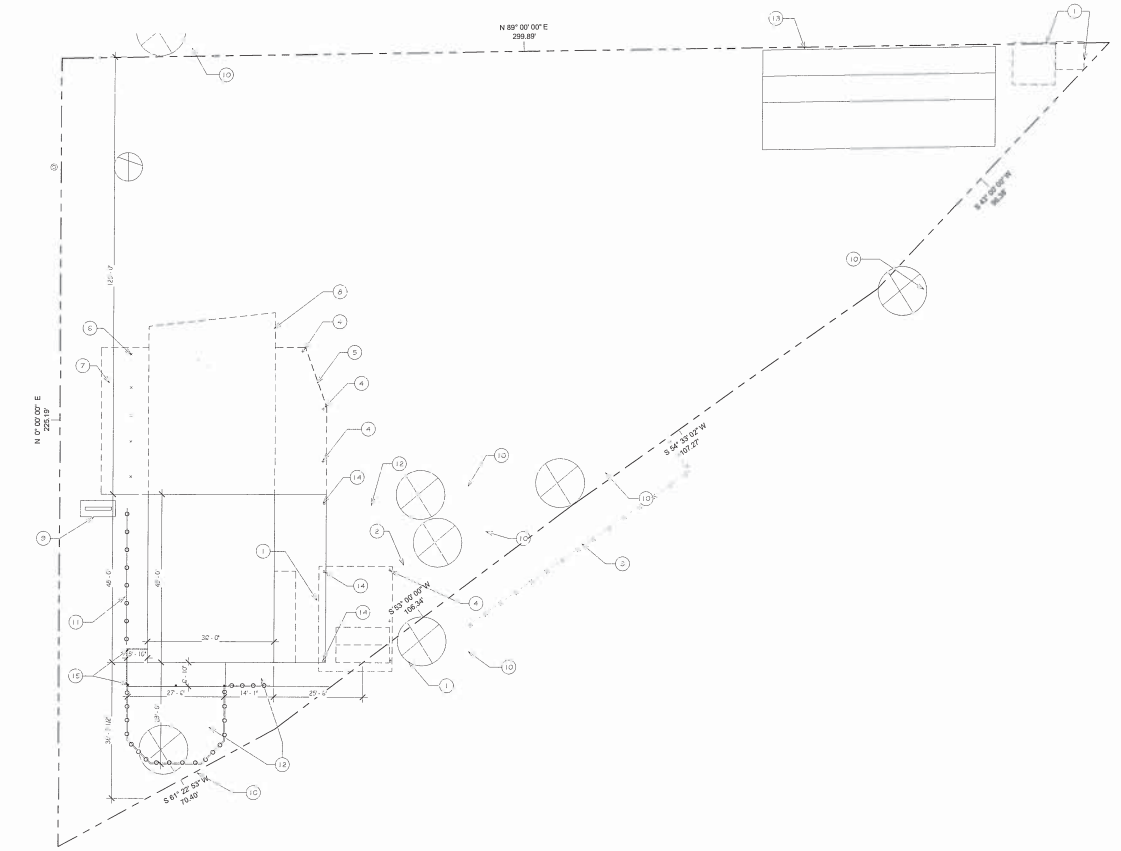


**REVISIONS**

NO.	DESCRIPTION	DATE

Project number: 13024-01  
SHEET TITLE: COVER PAGE  
ISSUE DATE: 02/28/24

**A000**



KEY	DESCRIPTION
1	EXISTING STORAGE SHED TO BE REMOVED
2	ROOF TO BE REMOVED
3	FENCE TO BE REMOVED
4	STEEL COLUMNS TO BE REMOVED
5	STEEL ROOF TO BE REMOVED
6	REMOVE EXISTING FLOORS
7	CONCRETE SLAB TO BE REMOVED
8	EXISTING BUILDING EXTENSIC TO BE REMOVED
9	EXISTING BUILDING SIGN TO REMAIN
10	EXISTING TREE TO REMAIN
11	EXISTING FENCE TO REMAIN
12	EXISTING CONCRETE SLAB TO REMAIN
13	EXISTING BUILDING TO REMAIN
14	EXISTING STEEL COLUMN TO REMAIN
15	EXISTING WOOD COLUMN

1 DEMO SITE PLAN  
1/16" = 1'-0"

SEAL  
STATUS EXPRESS 06/30/15

PERMIT SET

CANABRANO  
ARCHITECTURE DEVELOPMENT,  
COMMERCIAL RESIDENTIAL  
ARCHITECTS  
19088 N. BOLDWIN DR., SUITE 100, FOLSOM, CA 95630  
PH: 480.253.5909

ULTRA HEALTH FLORENCE  
FLORENCE RETAIL DISPENSARY  
2501 N. PINAL PARKWAY AVE.  
FLORENCE, AZ 85132

NO.	REVISIONS	DESCRIPTION	DATE

Project number: 13024-01

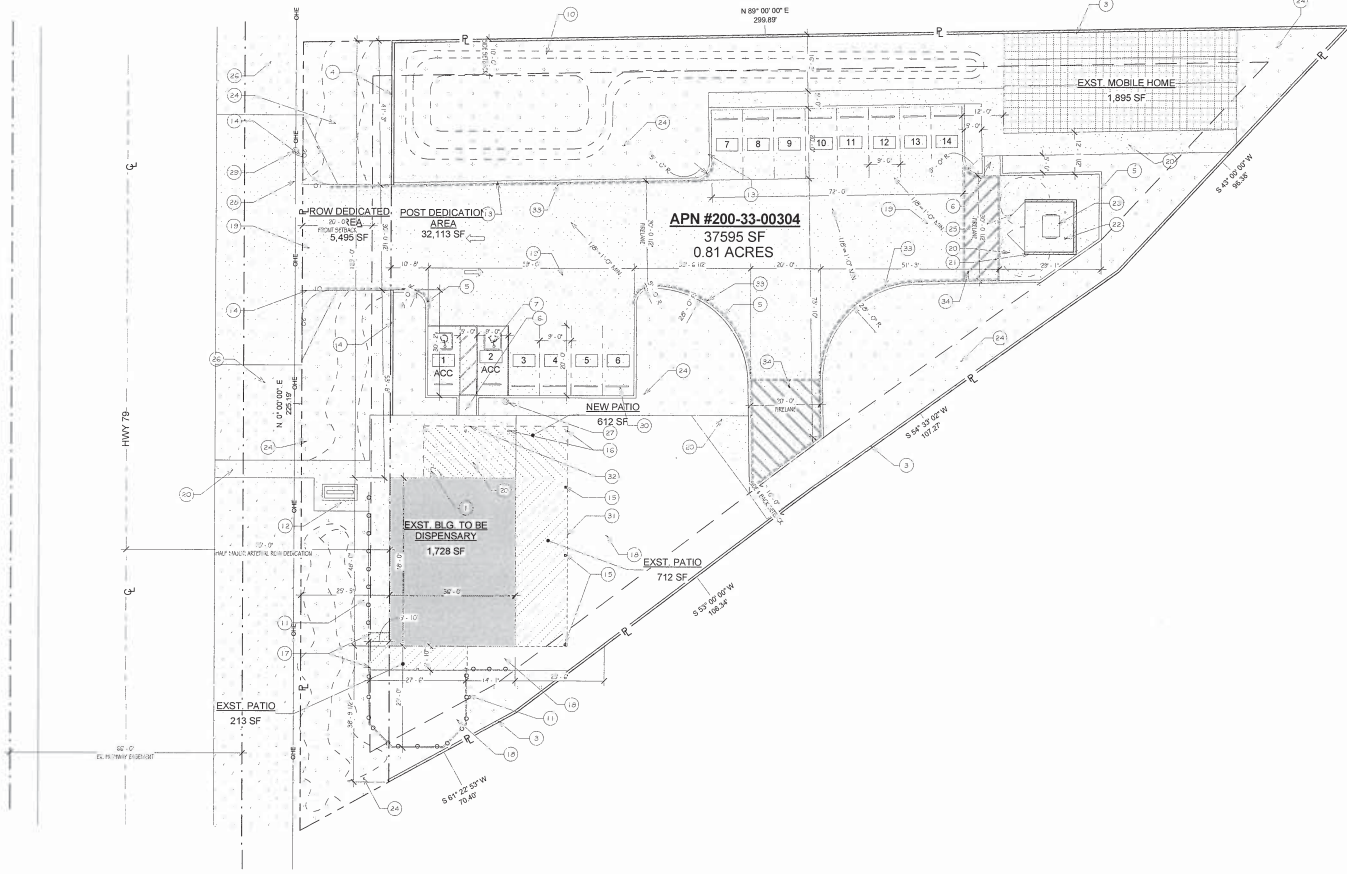
SHEET TITLE  
SITE  
DEMOLITION  
PLAN

ISSUE DATE: 02/23/14

A001

THIS DRAWING IS THE PROPERTY OF CANABRANO ARCHITECTURE DEVELOPMENT, COMMERCIAL RESIDENTIAL ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF CANABRANO ARCHITECTURE DEVELOPMENT, COMMERCIAL RESIDENTIAL ARCHITECTS IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY APPROVALS.





1 SITE PLAN  
1/16" = 1' 0"

**KEYNOTE LEGEND**

KEY	DESCRIPTION
1	EXIT DOOR AUTO PROVIDE ADA HARDWARE, HEAVY DUTY CLOSER
2	FENCING TO REMAIN
3	STI MAINTENANCE FENCE
4	STI MAINTENANCE FENCE
5	5' CURB
7	ACCESSIBILITY RAMP
17	ACCESSIBILITY SIGN
8	BUSHES PLANTING - SEE LANDSCAPE
9	TREES
10	WATER RETENTION AREA
11	EXISTING FENCE TO REMAIN
12	EXISTING CURB TO REMAIN
13	EXISTING CURB TO REMAIN
14	EXISTING CURB TO REMAIN
15	EXISTING CURB TO REMAIN
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31	EXISTING CURB TO REMAIN
32	EXISTING CURB TO REMAIN
33	EXISTING CURB TO REMAIN
34	EXISTING CURB TO REMAIN

**SITE LEGEND**

EXISTING UTILITY POST	⊕
PROPERTY LINE	— P —
STREET CENTER LINE	— C —
VEHICLE CIRCULATION DIRECTION	↑
ACCESSIBLE PAVEMENT MARKS	▨
OVERHEAD ELECTRIC LINE	— E —
EXIST. BLDG. TO BE DISPENSARY	▨
EXIST. MOBILE HOME	▨
EXIST. PATIO	▨
NEW CONC. SLAB	▨
NEW LANDSCAPE AREA	▨
NEW PATIO	▨

APN	PROPOSED OCCUPANCY	CONSTRUCTION TYPE	FIRE SPRINKLERS	SEPARATED OCCUPANCY	ZONING
200-33-00304	W-1 VEHICLE MAINTENANCE DISPENSARY	VA	NO	NO	D-2

**ALLOWED LOT COVERAGE**

NET SITE AREA	COV%	AREA	COVERAGE	COMPLIES
37,335 SF	62.557%	5,150 SF	14%	YES



**PERMIT SET**

CAMARANO ARCHITECTURE DEVELOPMENT, COMMERCIAL RESIDENTIAL ARCHITECTS  
15088 N. BUCKLEUP DR., SUITE 100, FLORENCE, CA 95630 PH: 408.233.9199  
WWW.CAMARANOARCHITECTS.COM

**ULTRA HEALTH FLORENCE**  
**FLORENCE RETAIL DISPENSARY**  
250 N. PINAL PARKWAY AVE.  
FLORENCE, CA 95626

**REVISIONS**

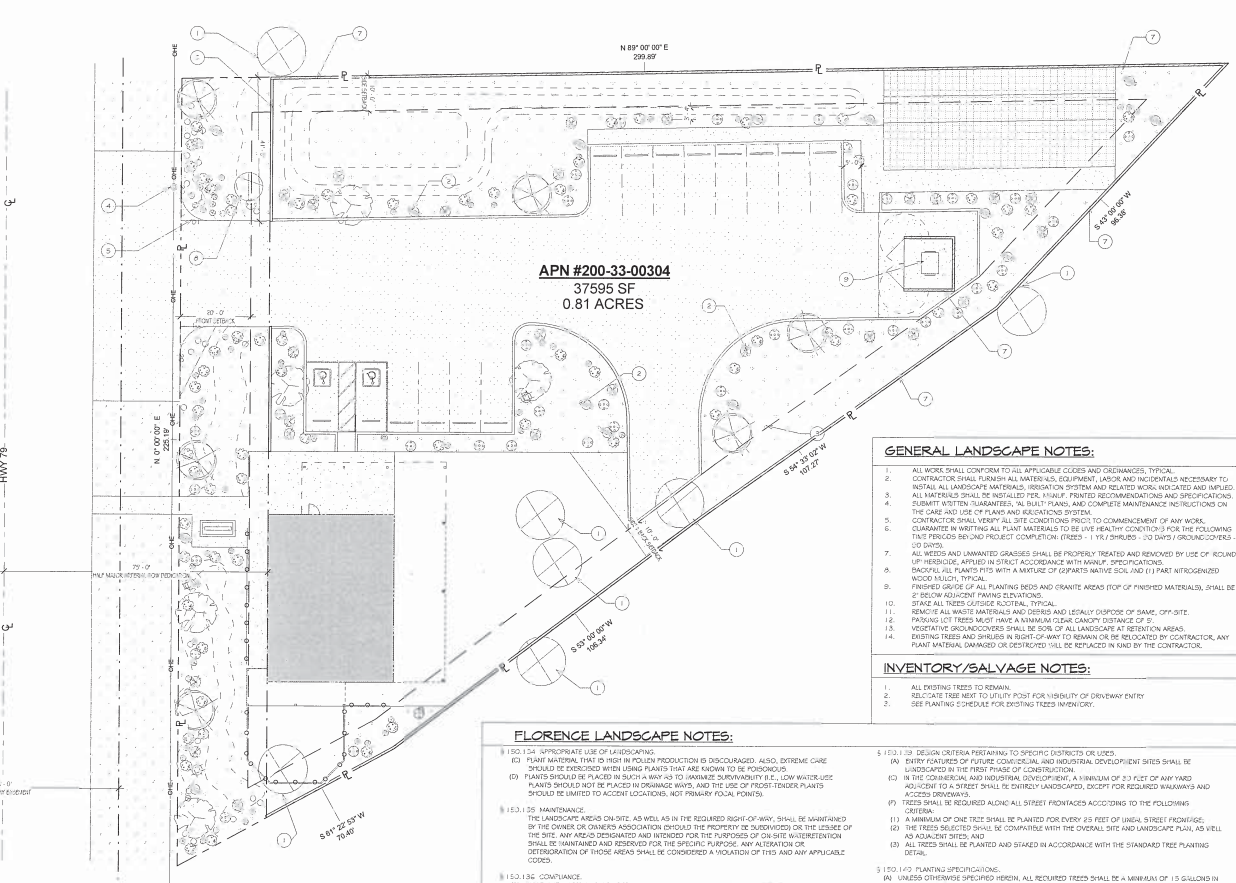
NO.	DESCRIPTION	DATE	BY	CHK
1	REVISION 1			

Project number: 13024-01  
SHEET TITLE: SITE PLAN

ISSUE DATE: 02/03/14

**A002**

TITLE: CAMARANO ARCHITECTURE DEVELOPMENT, COMMERCIAL RESIDENTIAL ARCHITECTS, 15088 N. BUCKLEUP DR., SUITE 100, FLORENCE, CA 95630. PROJECT NO. 13024-01. SHEET NO. A002. DATE: 02/03/14. SCALE: AS SHOWN. DRAWN BY: J. CAMARANO. CHECKED BY: J. CAMARANO. APPROVED BY: J. CAMARANO. SEAL NO. 0203074. EXPIRES 06/30/15.



**KEYNOTE LEGEND**

KEY	DESCRIPTION
1	EXISTING TREE TO REMAIN
2	PLANTED TREES
3	EXISTING UTILITY POST
4	EXISTING UTILITY POLE
5	UTILITY TRIVANGLE
6	3\"/>

**GENERAL LANDSCAPE NOTES:**

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES. TYPICAL CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS NECESSARY TO INSTALL ALL LANDSCAPE MATERIALS, IRRIGATION SYSTEM AND RELATED WORK INDICATED AND IMPLIED.
2. ALL MATERIALS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. SUBMIT WRITTEN GUARANTEES, ALL BUILT PLANS, AND COMPLETE MAINTENANCE INSTRUCTIONS ON THE DATE AND USE OF PLANS AND INDICATIONS SYSTEM.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF ANY WORK. CLARIFY IN WRITING ALL PLANT MATERIALS TO BE LIVE HEALTHY CONDITIONS FOR THE FOLLOWING TIME PERIODS: RESIDENTIAL PROJECTS (ONE YEAR), COMMERCIAL PROJECTS (TWO YEAR) (GROUND COVER 30 DAYS).
4. ALL WEEDS AND UNWANTED GRASSES SHALL BE PROPERLY TREATED AND REMOVED BY USE OF ROUNDUP OR HERBICIDE, APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
5. SODS/ALL PLANTS SET WITH A MINIMUM OF COPPER NUTRIENT SOIL AND (1) PART NITROGENIZED WOOD MULCH, TYPICAL.
6. FINISHED GRADE OF ALL PLANTING BEDS AND GRANITE AREAS TOP OF FINISHED MATERIALS, SHALL BE 2\"/>

**INVENTORY/SALVAGE NOTES:**

1. ALL EXISTING TREES TO REMAIN.
2. RELocate TREE NEXT TO UTILITY POST FOR VISIBILITY OF DRIVEWAY ENTRY.
3. SEE PLANTING SCHEDULE FOR EXISTING TREES INVENTORY.

**FLORENCE LANDSCAPE NOTES:**

- 1.100.1.1 SUSTAINABLE USE OF LANDSCAPING: (a) PLANT MATERIALS OF HIGH POLLUTION PRODUCTION IS DISCOURAGED. ALSO, EXTREME CARE SHOULD BE OBSERVED WITH USING PLANTS THAT ARE KNOWN TO BE PESTICIDIOUS. (b) PLANTS SHOULD BE PLACED IN SUCH A MANNER AS TO MINIMIZE SUPERFICIAL, I.E., LOW WATER USE PLANTS SHOULD NOT BE PLACED IN GRASSWAY EDGES, AND THE USE OF FROST-TOLERANT PLANTS SHOULD BE LIMITED TO ACCESS LOCATIONS, NOT PRIMARY POOL/FOUNTAIN.
- 1.100.1.2 MAINTENANCE: THE LANDSCAPE AREAS ON SITE, AS WELL AS IN THE REQUIRED RIGHT-OF-WAY, SHALL BE MAINTAINED BY THE OWNER OR OWNER'S ASSOCIATION THROUGHOUT THE PROPERTY OR SUBDIVISION OR THE LESSEE OF THE SITE. ANY AREAS DEMONSTRATED AND INTENDED FOR THE PURPOSES OF ON-SITE WATER TREATMENT SHALL BE MAINTAINED AND RESERVED FOR THE SPECIFIC PURPOSE. ANY ALTERATION OR DESTRUCTION OF THOSE AREAS SHALL BE CONSIDERED A VIOLATION OF THIS AND ANY APPLICABLE CODES.
- 1.100.1.3.1 COMPLIANCE: (a) ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITHIN 30 DAYS. (b) THE REMOVAL, FAILURE TO MAINTAIN OR DISTRIBUTOION OF LANDSCAPE MATERIALS PREVIOUSLY APPROVED BY THE TOWN SHALL CONSTITUTE A VIOLATION OF THIS DEVELOPMENT CODE. REPLACEMENT OF LANDSCAPE MATERIALS SHALL BE OF THE SAME SIZE AS THAT WHICH WAS REMOVED OR DESTROYED. LANDSCAPING AND IRRIGATION SYSTEMS SHALL BE REASONABLY MAINTAINED IN ACCORDANCE WITH THE APPROVED FINAL LANDSCAPE PLAN. PLANT MATERIALS SHALL NOT BE RECEIVED FROM SOURCES THAT THE NATURAL GROWTH PATTERN OR CHARACTERISTICS ARE SIGNIFICANTLY ALTERED. PALM TREES SHALL HOWEVER, BE PLANTED ONCE EACH YEAR TO REMOVE DISEASE PROBLEMS AND ESTABLISH FIRE HAZARD AND NOISE MITIGATION.
- 1.100.1.3.2 MODIFICATIONS AND/OR REMOVAL OF EXISTING LANDSCAPING ON OTHER THAN SINGLE-FAMILY RESIDENTIAL PROPERTY SHALL REQUIRE PRIOR APPROVAL.
- 1.100.1.3.7 MAINTENANCE BY TOWN: (a) THE TOWN MAY ACCEPT RESPONSIBILITY FOR THE MAINTENANCE AND OPERATION OF ALL LANDSCAPING AND APPURTENANCES INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER FOR REVERSE STREET FRONTAGE LANDSCAPING OR ANY LANDSCAPING AND APPURTENANCES INSTALLED WITHIN OTHER STREET RIGHTS-OF-WAY, WHICH RIGHTS-OF-WAY ARE DESCRIBED IN ONE OF THE FOLLOWING CATEGORIES: (i) ALL FRONTY DESIGNATED ALTHOUGH WITH TOWN LIMITS.

- 1.100.1.3.8 LANDSCAPE PLAN AND DESIGN STANDARDS: EACH SITE OF COMMERCIAL USE SHALL HAVE A MINIMUM OF 15% OF THE NET SITE AND/OR LOT AREA IN LANDSCAPING. (a) IN ADDITION TO THE MINIMUM ON-SITE LANDSCAPING, THERE SHALL BE LANDSCAPING IN THE ENTRANCES TO THE FRONT OF WALK, RETAIL USE AND BACK OF STREET CURB/VISIBILITY FOR APPROVED DRIVEWAYS, WALKWAYS AND BIKER PATHS. (b) ALL DRIVEWAYS, WALKWAYS AND BIKER PATHS APPROVED DRIVEWAYS SHALL INCLUDE PLANTING PROVISIONS. (c) ON-SITE WATER RETENTION AREAS, ALL ON-SITE WATER RETENTION AREAS, OTHER THAN PAVED SURFACES, SHALL BE INSTALLED AND SHALL CONFORM WITH THE FOLLOWING CRITERIA: (i) THE RETENTION AREAS SHALL NOT OCCUPY MORE THAN 20% OF THE ON-SITE STREET FRONTAGE LANDSCAPE AREA. (ii) ALL RETENTION AREAS SHALL MAINTAIN SLOPES NO STEEPER THAN 1:1 WHEN ADJACENT TO PUBLIC RIGHTS-OF-WAY OR WHEN THERE IS PROHIBITIVE ACCESS TO THAT PORTION OF THE SOIL. SIDE SLOPES ADJACENT TO WALLS, PERCHES, TIERED AND THE E.T.C., SHALL BE LIMITED TO PROHIBITIVE TYPE SLOPES IN THAT AREA MAY HAVE SIDE SLOPES UP TO 4:1. AND (iii) ALL MOULDED AND RETAINING WALLS SHALL HAVE SLOPES STEEPER THAN 4:1. (d) ALL MOULDED AND RETAINING WALLS SHALL HAVE SLOPES STEEPER THAN 4:1. (e) LANDSCAPE ISLANDS, WITH BARRIERS CORING TO OPENING PARKING LOT ENTRANCES, BARRIERS AND CHOPS OF ALL PARKING AREAS. (f) EACH LANDSCAPE ISLAND SHALL BE A MINIMUM OF THREE FEET IN TOTAL WIDTH INCLUDING BARRIERS AND TOTAL 10% OF THE LENGTH OF THE PARKING STRIP AND (g) EACH LANDSCAPE ISLAND SHALL INCLUDE A MINIMUM OF ONE TREE OF 1.5-GALLON SIZE AND FIVE SQUARE FEET OF THE GROUND COVER FOR EACH PARKING SPACES. (h) VEGETATIVE GROUND COVER: A MINIMUM OF 50% OF THE LANDSCAPED AREAS ARE TO BE PLANT WITH VEGETATIVE GROUND COVER. MINIMUM SIZE AND SPACING TO ONE GALLON SIZE PLANTS AT A MAXIMUM THREE FEET ON CENTER.
- 1.100.1.4.1 DESIGN CRITERIA PERTAINING TO SPECIFIC DISTRICTS OR USES: (a) BEYOND FEATURES OF FUTURE COMMERCIAL AND INDUSTRIAL DEVELOPMENT SITES SHALL BE UNDERSERVED IN THE FIRST PHASE OF CONSTRUCTION. (b) IN THE COMMERCIAL AND INDUSTRIAL DEVELOPMENT, A MINIMUM OF 20 FEET OF ANY YARD ADJACENT TO A STREET SHALL BE STREET LANDSCAPED, EXCEPT FOR REQUIRED WALKWAYS AND ACCESS DRIVEWAYS. (c) TREES SHALL BE REQUIRED ALONG ALL STREET FRONTAGES ACCORDING TO THE FOLLOWING CRITERIA: (i) A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY 25 FEET OF WALK, STREET FRONTAGE. (ii) THE TREES SELECTED SHALL BE COMPARABLE WITH THE OTHER ON-SITE LANDSCAPING. PALM AS WELL AS AQUATIC SITES, AND (iii) ALL TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE STANDARD TREE PLANTING DETAIL.
- 1.100.1.4.2 PLANTING SPECIFICATIONS: (a) UNLESS OTHERWISE SPECIFIED OTHER, ALL REQUIRED TREES SHALL BE A MINIMUM OF 1.5 GALLON IN SIZE AND AT LEAST 10% OF THOSE TREES MUST BE 2-INCH BODIES OR LARGER SIZE. (b) ALL SPRUCE SHALL BE A MINIMUM OF FIVE GALLON IN SIZE. (c) ALL 1.5-GALLON TREES MUST BE A MINIMUM OF FIFTY FEET IN HEIGHT, FOUR FEET IN SPREAD AND ONE AND ONE-FOURTH INCH TRUNK DIAMETER AT THE GROUND LEVEL. (d) ALL 24-INCH BODIES AND LARGER TREES SHALL BE A MINIMUM OF TEN FEET IN HEIGHT, SIX FEET IN SPREAD AND TWO INCH TRUNK DIAMETER AT THE GROUND LEVEL. (e) UPON APPROVAL OF THE PLANNING DIRECTOR OR DESIGNER, THE INSTALLATION OF 20 SQUARE FEET OF VEGETATIVE GROUND COVER IN ANY LANDSCAPED AREA SHALL SUBSTITUTE FOR ONE REQUIRED TREE, UP TO A MAXIMUM OF 30% OF THE REQUIRED TREES IN ANY PARTICULAR LANDSCAPED AREA.
- 1.100.1.4.3 LANDSCAPED AREAS: (a) ALL LANDSCAPED AREAS SHALL BE FINISHED WITH A NATURAL TOPPING MATERIAL WHICH MAY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING: TURF, GROUND COVER, PLANTING, RECOMPOSED GRANITE CHIP MEDIA, HERRING BONE, DIVERSE ROCK, COLORED SAND OR SAND. (b) A PRE-CORRUGATED HERBICIDE SHALL BE APPLIED TO THE GROUND PRIOR TO THE PLACEMENT OF NATURAL SURFACE MATERIALS (EXCEPT FOR SAND, RIVER RUN ROCK AND THE USE IN ANY LANDSCAPED AREA TO PREVENT WEED GROWTH). (c) AN AUTOMATIC IRRIGATION SYSTEM WHICH MAY BE SPRINKLER, FLOOD, SOAKER OR DRIP TYPE SYSTEM A PRESSURE-TYPE VACUUM BREAKER SHALL BE REQUIRED WITH THE INSTALLATION OF ALL SPRINKLER SYSTEMS. (d) ALL IRRIGATION SYSTEMS AND LANDSCAPED AREAS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED AS TO PREVENT WATER OVERSATURATION AND PREVENT WATER OVERFLOW OR SEEPAGE INTO THE STREET OR PARKING AREAS. (e) ALL AREAS SHALL BE CONSIDERED AS SOAKED TO PREVENT VARIATIONS IN GRADE, VISUAL NOISE, EROSION, FLOODING AND A MORE PLACING ADDITIONAL MULCH. ALL ON-SITE PARKING AREAS SHALL BE FINISHED WITH A MINIMUM OF 2\"/>

**PLANTING SCHEDULE**

SYMBOL	BOTANICAL NAME	COMMON NAME	REMARKS	SIZE	COUNT
1	PARKINSONIA FLORENZA	BLUE PALM (TODD)	TAKE UPRIGHT WITH CANOPY, PREVIOUSLY WATERED AFTER PLANTING, ADD 2\"/>		

**EXTERIOR PLANTS**

SYMBOL	BOTANICAL NAME	COMMON NAME	REMARKS	SIZE	COUNT
1	STREPTILITIA BICOLOR	CRANE LILY - B	CRANE LILY	5 GAL	1
2	BANLEYA METRIBARRATA	DESERT MARGUERITE	4\"/>		

**LANDSCAPE SURFACE MATERIALS**

SYMBOL	NAME	COMMENTS	AREA
1	ASPHALT	NEW ASPHALT AT PARKING LOT - SEE SITE PLAN	12,224 SF
2	CONCRETE	NEW CONCRETE SIDE WALK	2,436 SF
3	EXIST'G PAVEMENT	EXIST'G PAVEMENT AT LOCAL/LOCAL DRIVEWAY	1,285 SF
4	EXIST'G DRIVEWAY	EXIST'G DRIVEWAY TO REMAIN AT LOCAL/LOCAL DRIVEWAY	4,423 SF
5	EXIST'G DRIVEWAY	EXIST'G DRIVEWAY TO REMAIN AT 2\"/>	

**GROSS SITE LANDSCAPE AREA CALC.**

NAME	AREA	COVERAGE	15% COMPLIANCE
ASPHALT	12,224 SF	29%	NA
CONCRETE	2,436 SF	6%	NA
EXISTING DRIVEWAY	1,285 SF	4%	NA
EXIST'G DRIVEWAY	4,423 SF	11%	NA
EXIST'G DRIVEWAY	3,781 SF	9%	NA
NEW LANDSCAPE WITH DECOMPOSED GRANITE COVER	1,728 SF	4%	NA
NEW LANDSCAPE WITH RECYCLED GRANITE COVER	15,913 SF	37%	COMPLIES
<b>GRAND TOTAL</b>	<b>42,809 SF</b>		

**ALLOWED LOT COVERAGE**

NET SITE AREA	60%	AREA	COVERAGE	COMPLIES
37,225 SF	22,335 SF	5,140 SF	4%	YES

**PARKING CALC. OFF STREET PARKING**

CALCULATION DATA		REQUIRED	PROVIDED
AREA	FOOTAGE RATIO	UNITS BATIO	PER DIVIDING UNIT
MEMORIAL/ULTRA DISPENSARY	1,728 SF	150	12
EXISTING HOUSE	1,285 SF	0	2
<b>GRAND TOTAL</b>	<b>3,013 SF</b>	<b>0</b>	<b>14</b>



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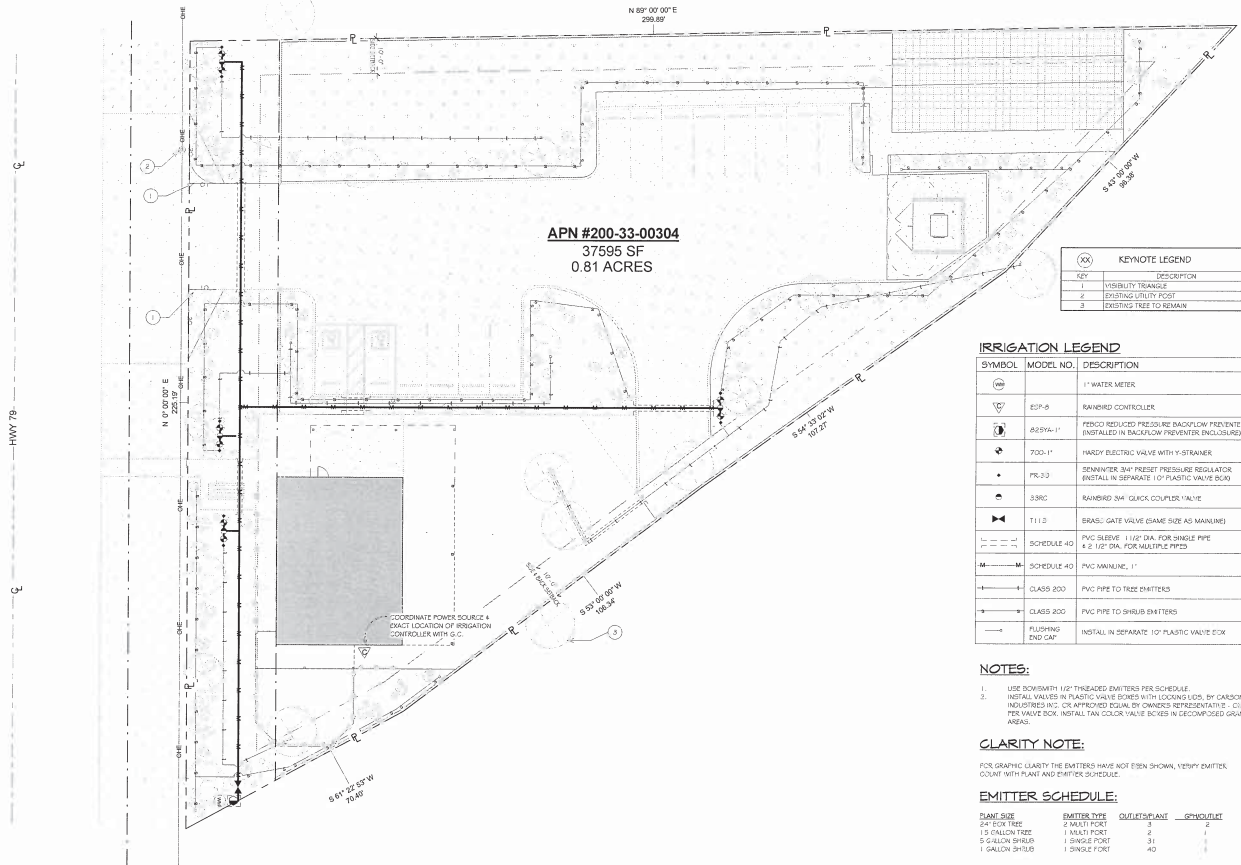
NO.	DESCRIPTION	DATE

Project number: 13024-01

SHEET TITLE: LANDSCAPE PLANTING PLAN

ISSUE DATE: 02/03/14

**L01**



**APN #200-33-00304**  
 37595 SF  
 0.81 ACRES

**KEYNOTE LEGEND**

KEY	DESCRIPTION
1	EXISTING UTILITY POST
2	EXISTING TREE TO REMAIN

**IRRIGATION LEGEND**

SYMBOL	MODEL NO.	DESCRIPTION
⊕	1"	WATER METER
⊕	ESP-8	RAINBIRD CONTROLLER
⊕	8289A-1"	PERCO REDUCED PRESSURE BACKFLOW PREVENTER (INSTALLED IN BACKFLOW PREVENTER ENCLOSURE)
⊕	700A-1"	HAZOP ELECTRIC VALVE WITH 1" STRAINER
⊕	FR-23	SONNITEX 3/4" PRESS. PRESSURE REGULATOR (INSTALL IN SEPARATE 10" PLASTIC VALVE BOX)
⊕	538C	RAINBIRD 3/4" GATE COUPLER VALVE
⊕	T11.2	BRASS GATE VALVE (SAME SIZE AS MAINLINE)
⊕	SCHEDULE 40	PVC SLEEVE 1 1/2" DIA. FOR SINGLE PIPE 1.6 1/2" DIA. FOR MULTIPLE PIPES
⊕	SCHEDULE 40	PVC MAINLINE, 1"
⊕	CLASS 200	PVC PIPE TO TREE EMITTERS
⊕	CLASS 200	PVC PIPE TO SHRUB EMITTERS
⊕	FLUSHING END CAP	INSTALL IN SEPARATE 10" PLASTIC VALVE BOX

**NOTES:**

- USE BOWSMITH 1/2" THREADED EMITTERS PER SCHEDULE.
- INSTALL VALVES IN PLASTIC VALVE BOXES WITH LOCKING KEYS. BY CARSON INDUSTRIES INC. OR APPROVED EQUAL BY OWNER'S REPRESENTATIVE. USE VALVE PER VALVE BOX. INSTALL TAN COLOR VALVE BOXES IN DECOMPACTED GRANITE AREAS.

**CLARITY NOTE:**

FOR GRAPHIC CLARITY THE EMITTERS HAVE NOT BEEN SHOWN, VERIFY EMITTER COUNT WITH PLANT AND EMITTER SCHEDULE.

**EMITTER SCHEDULE:**

PLANT SIZE	EMITTER TYPE	OUTLETS/PLANT	SPACING	PIPE SIZE	GAL/HR
24" EUCALYPTUS	2 MULTI PORT	3	2'	1/2"	0 - 5
12" GALLON TREE	1 MULTI PORT	2	1'	3/4"	8 - 10
5" GALLON SHRUB	1 SINGLE PORT	31	1'	1"	11 - 15
1" GALLON SHRUB	1 SINGLE PORT	40	1'	1 1/4"	16 - 25
				1 1/2"	25 - 35

**IRRIGATION NOTES:**

- THE CONTRACTOR SHALL FURNISH AND PROVIDE ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS NECESSARY TO INSTALL A COMPLETE IRRIGATION SYSTEM AND RELATED ITEMS AS INDICATED ON PLAN, OR AS MAY BE REQUIRED FOR THE PROPER OPERATION OF THE IRRIGATION SYSTEM.
- ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
- ALL MATERIALS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
- PROVIDE OWNER WITH MANUFACTURER'S PRODUCT DATA, CATALOG OF PARTS, WRITTEN OPERATION AND MAINTENANCE INSTRUCTIONS, AND 1/8" BUILT IN CHANGES.
- GUARANTEE THE ENTIRE SYSTEM AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER'S REPRESENTATIVE.
- PROVIDE AND INSTALL ELECTRICAL AND IRRIGATION SLEEVES UNDER PAVEMENT TO ALL PLANTERS. ALL SLEEVES TO BE INSTALLED A MINIMUM 4" (1) SPACING FROM ANY EXISTING STRUCTURES, ALONG A MINIMUM OF 2" FROM END OF SLEEVES TO THE FIRST FITTING ON THE IRRIGATION LINE.
- ALL FITTINGS SHALL BE PVC WITH STANGARD WEIGHT END FITTINGS.
- ELECTRICAL CONTROL AND GROUND WIRE SHALL BE UP 200 VOLT. WIRE CONTROL CABLE NO. 14 LR UNLESS LOW VOLTAGE WIRE CONNECTIONS SHALL BE AS SHOWN. SEAL THE WIRE CONNECTIONS WITH WATERPROOF SEALER.
- MAINLINE AND CONTROL WIRE SHALL BE INSTALLED 10" DEEP, LATERAL LINES 12" DEEP. SLEEVES UNDER PARKING AREAS AND DRIVEWAYS SHALL BE INSTALLED 24" DEEP, AND SLEEVES UNDER SIDEWALKS 18" DEEP. SLEEVES SHALL BE QUANTIFIED FREE OF HOLES, FOREIGN MATTER AND DEBRIS. USE COPLANAR FRANCHES WHEREVER POSSIBLE.
- LOCATE EMITTERS ON UPWIND SIDE OF PLANTS IN SLOTTED PLANTING AREAS.
- ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS EVENLY DISTRIBUTED AROUND THE BASE OF PLANTS. ALL DRIP LINES TO PLANTS SHALL BE CUT 1/2" ABOVE PLANT.
- FLUSH ALL DRIP SYSTEMS THROUGH THE FLUSH CAPS.
- ADJUST THE ENTIRE IRRIGATION SYSTEM FOR PROPER DISTRIBUTION AND FULL COVERAGE OF WATER TO ALL PLANT MATERIAL.
- ALL TRAP BOWNS IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETELY VISIBLE. UP OF VALVE 8" IS TO BE USED TO BE FREE OF DEBRIS.
- REMOVE ALL WASTE MATERIAL AND LEAKY FITTINGS BY 2ND DATE.
- INSTRUCT THE OWNER ON THE OPERATION AND MAINTENANCE OF THE IRRIGATION SYSTEM.
- THE IRRIGATION CONTRACTOR SHALL SUBSTITUTE (EACH) EMITTER FOR (5) SINGLE EMITTERS IN GRASS AREAS AS LONG AS TOTAL TYPING DOES NOT EXCEED 5 FT.

**IRRIGATION LEGEND**

1 LANDSCAPE IRRIGATION PLAN  
 1/12" = 1' = 0"



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NO.	REVISIONS	DATE

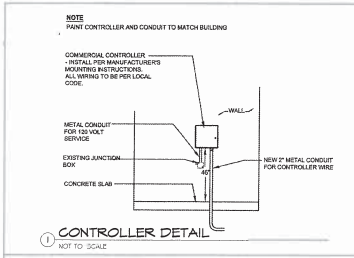
Project number: 13024-01

SHEET TITLE  
 LANDSCAPE IRRIGATION PLAN

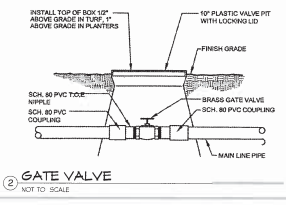
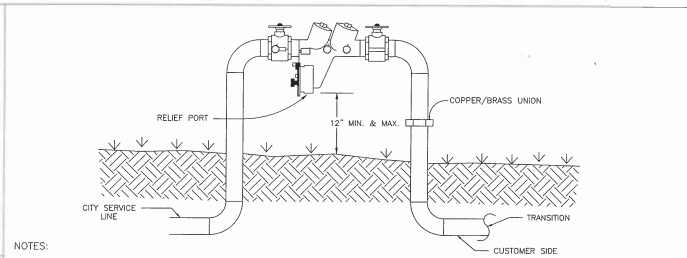
ISSUE DATE: 02/29/14

L02





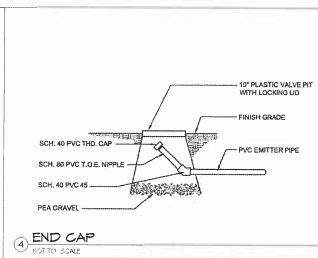
1 CONTROLLER DETAIL  
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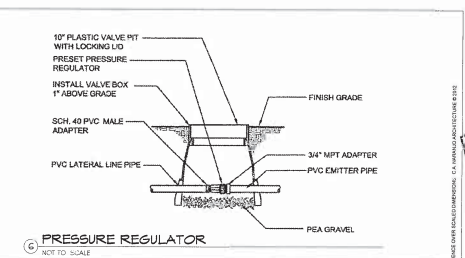
2 GATE VALVE  
NOT TO SCALE

NOTES:

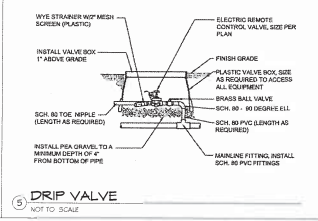
1. ALL PIPE/FITTINGS TO BE TYPE "K" COPPER.
2. ASSEMBLY SHALL BE APPROVED BY U.S.C. FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH.
3. INSTALL BACKFLOW PREVENTION ASSEMBLY WITH RELIEF PORT FACING TOWARD THE GROUND.
4. BACKFLOW PREVENTION ASSEMBLY MUST BE LEVEL AND INSTALLED A MINIMUM AND A MAXIMUM OF 12 INCHES FROM RELIEF PORT TO FINAL GRADE.
5. PAWER CONCRETE BLOCK UNDER RELIEF PORT, SET AT FINAL GRADE.
6. TEST COCKS, (4) SHALL BE FITTED WITH BRASS PLUGS AND INSTALLED WITH TEFLON TAPE.
7. SHUTOFF VALVES TO BE RESILIENT BALL TYPE WITH REMOVABLE HANDLES.
8. COMPRESSION TYPE FITTINGS ARE NOT ALLOWED.
9. INSTALL THE BACKFLOW PREVENTION ASSEMBLY IMMEDIATELY DOWNSTREAM OF THE CITY WATER METER.
10. A COPPER/BRASS UNION MUST BE INSTALLED IN THE MIDDLE OF THE DOWNSTREAM RISER.
11. CONTACT CITY OF PHOENIX DEVELOPMENT SERVICES DEPARTMENT, CROSS-CONNECTION CONTROL FOR A LIST OF APPROVED BACKFLOW PREVENTION ASSEMBLIES.
12. COPPER FITTINGS SHALL BE CONNECTED WITH LEAD-FREE SOLDER JOINT.
13. TRANSITION FROM "K" COPPER TO OTHER APPROVED PIPING MATERIAL SHALL BE IN THE HORIZONTAL PIPING A MINIMUM OF 12" BELOW GRADE.



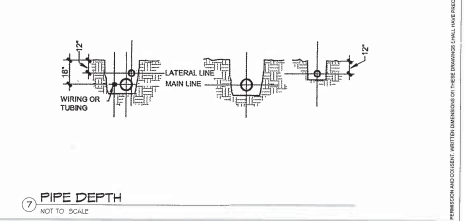
4 END CAP  
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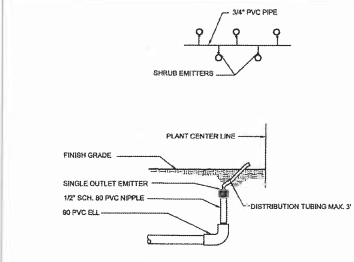
5 PRESSURE REGULATOR  
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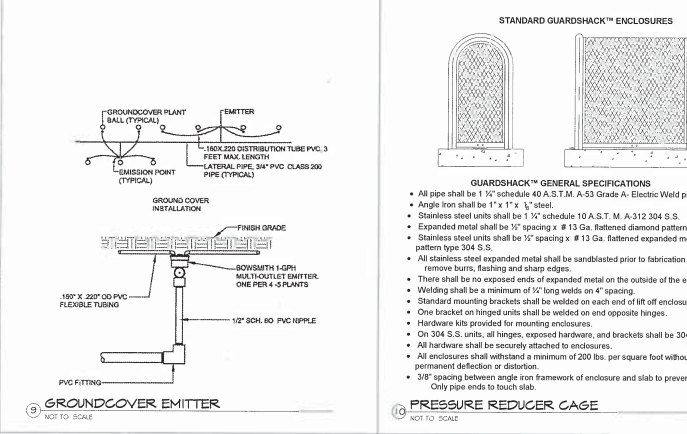
6 DRIP VALVE  
NOT TO SCALE



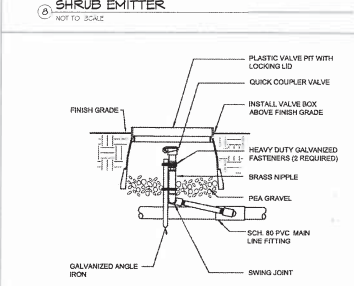
7 PIPE DEPTH  
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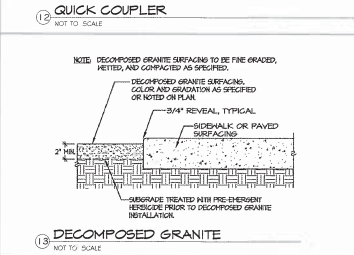
8 SHRUB EMITTER  
NOT TO SCALE



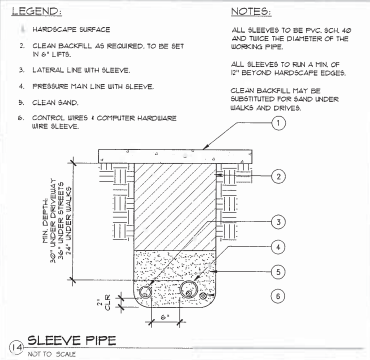
9 GROUND COVER EMITTER  
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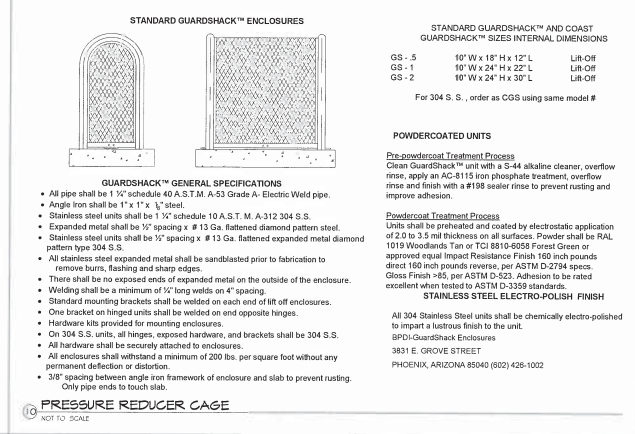
10 QUICK COUPLER  
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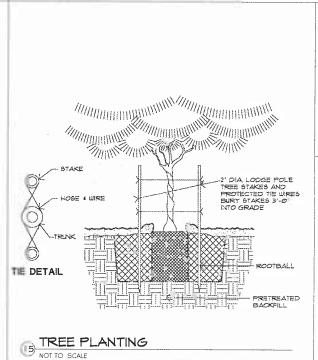
11 DECOMPOSED GRANITE  
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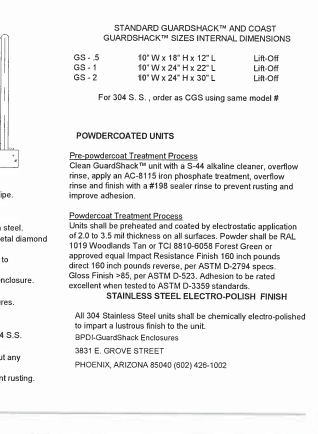
12 SLEEVE PIPE  
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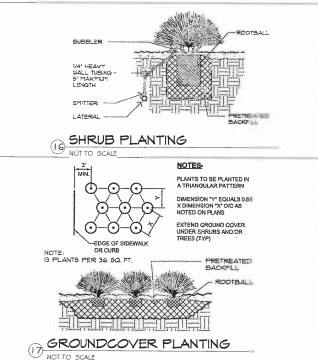
13 TREE EMITTER  
NOT TO SCALE



14 TREE PLANTING  
NOT TO SCALE



15 SHRUB PLANTING  
NOT TO SCALE



16 GROUND COVER PLANTING  
NOT TO SCALE

SEAL

ARCHITECTURE DEVELOPMENT, COMMERCIAL, RESIDENTIAL, ARCHITECTURE

PERMIT SET

STATUS: EXPIRES 05/01/15

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ULTRA HEALTH

REVISIONS

NO.	DESCRIPTION	DATE

Project number: 13024-01

SHEET TITLE: LANDSCAPE DETAILS

ISSUE DATE: 02/03/14

L03

DOOR SCHEDULE										
MARK	TYPE	FAMILY	FUNCTION	COMMENTS	WIDTH	HEIGHT	THICK EDS	MATER	CONSTRUCTION	HARDW
1	A	SINGLE FLUSH	EXTERIOR	ENTRY DOOR	3'-0"	7'-0"	2"	HM	HM	HW2
2	B	SINGLE FLUSH	INTERIOR	WAITING DOOR	3'-0"	8'-0"	2"	HD	HM	HW2
3	B	SINGLE FLUSH	INTERIOR	RECEPTION DOOR	3'-0"	8'-0"	2"	HD	HM	HW2
4	B	SINGLE FLUSH	INTERIOR	OFFICE DOOR	3'-0"	8'-0"	2"	HD	HM	HW2
5	B	SINGLE FLUSH	INTERIOR	STORAGE DOOR	3'-0"	8'-0"	2"	HD	HM	HW2
6	B	SINGLE FLUSH	INTERIOR	BATH DOOR	3'-0"	8'-0"	2"	HD	HM	HW2
7	B	SINGLE FLUSH	INTERIOR	BATH DOOR	3'-0"	8'-0"	2"	HD	HM	HW2

ROOM FINISH SCHEDULE									
ROOM	NUM BER	NAME	AREA	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	CLNG FINISH	COMMENTS
1	WAITING	243 SF	011	WSP	PI	ACT			
2	RECEPTION	131 SF	013	WD	PI	ACT			
3	RETAIL	945 SF	013	WD	PI	ACT			
4	OFFICE	89 SF	013	WD	PI	ACT			
5	STORAGE	93 SF	013	WD	PI	ACT			
6	MEN	37 SF	011	WD	PI	ACT			THE WAINSCOT AND UPPER WALL PAINT
7	WOMEN	37 SF	011	WD	PI	ACT			THE WAINSCOT AND UPPER WALL PAINT

KEYNOTE LEGEND	
KEY VALUE	KEYNOTE TEXT
1	EXISTING WOOD CEILING
2	WOOD POST - SEE STRUCTURAL
3	DRAWING CONCRETE SLAB TO REMAIN
4	DRAWING ROOF TO REMAIN
5	METAL ROOF
6	EXISTING STEEL COLUMN TO REMAIN
7	WOOD CEILING TO BE REMOVED
8	CONCRETE SLAB - SEE STRUCTURAL
9	FINISHING
10	COUNTERTOP AND SECURITY EXCHANGE WINDOW
11	ONE SIDED GONDOLA
12	CONCRETE SLAB - SEE STRUCTURAL
13	TWO SIDED GONDOLA
14	EXISTING CASE
15	HENICAP AREA
16	EXISTING PLUMBING

WINDOW SCHEDULE				
TYPE	WIDTH	HEIGHT	OPERATIO N	COMMENTS
A	4'-0"	4'-0"	FIXED	LAMINATED SECURITY GLASS
B	4'-0"	4'-0"	FIXED	LAMINATED SECURITY GLASS
C	4'-0"	4'-0"	FIXED	LAMINATED SECURITY GLASS
D	4'-0"	4'-0"	FIXED	LAMINATED SECURITY GLASS

### RESTROOM NOTES

- TOILET ROOM GRAB BAR NOTES REQUIREMENTS:  
 1. ICA9031 1.71-1.8000 REQUIRED THREE GRAB BARS.  
 2. A 4x4 HORIZONTAL GRAB BAR OVER THE TOILET, STARTING 1'0" FROM THE CORNER. THE BAR SHOULD BE LOCATED AT 38-32" ABOVE THE FLOOR.  
 3. A 4x4 HORIZONTAL GRAB BAR ON THE SIDE WALL, STARTING 18" FROM THE CORNER.  
 4. AN 18" VERTICAL GRAB BAR 38" TO 40" FROM THE CORNER, STARTING 28" TO 41" ABOVE THE FLOOR.
- INTERIORS**  
 GYPSUM BOARD IN RESTROOMS TO BE WATER RESISTANT.
- ACCESSORIES**  
 1. GRAB BARS SHALL BE 1 1/2" O.D., 18 GAUGE, TYPE 304 STAINLESS STEEL WITH A SATIN FINISH. BAR SHALL BE EXTENDED FOR WALL TO WALL JUNCTIONS WITH CONCRETE ANCHORS.  
 2. SOAP DISPENSER, TOILET PAPER HOLDER, HIBC, AND ANY OTHER ACCESSORY TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.
- NOTES**  
 1. TOILET ROOM SHALL COMPLY WITH ADA STANDARDS.  
 2. ALL PLUMBING ELEMENTS, CONTROLS OR DISPENSERS IN ACCORDANCE TOILET ROOM TO MEET ADA STANDARDS.

### DOOR NOTES

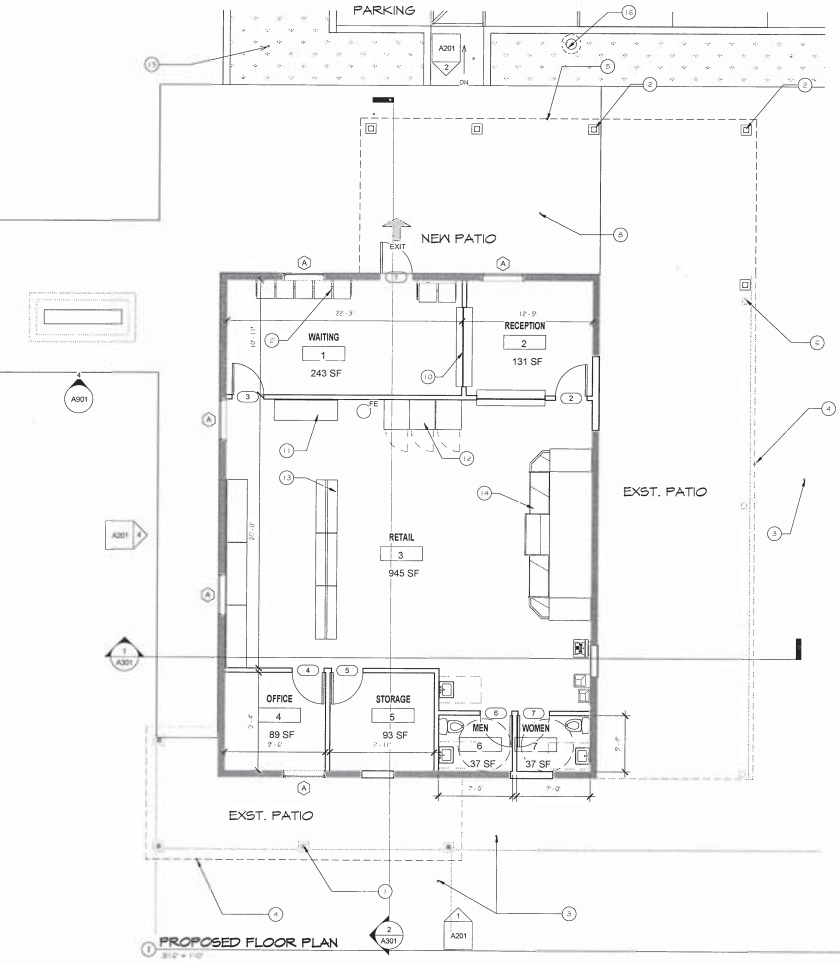
1. ALL DOOR SCHEDULE TO BE BASED ON IBC 2003.
2. ALL DOOR HARDWARE TO BE ADA COMPLIANT.
3. ALL FRAME DETAILS T.B.D. BY CONTRACTOR BASED UPON WIDTH OF WALL CONDITION AT EACH OPENING.
4. ALL DOORS WITHOUT WEATHER STRIPPING OR CASING SHALL BE PROVIDED WITH WEATHERING.
5. ALL DOOR DETAIL SHALL BE OBTAINABLE FROM THE INSIDE WITHOUT SPECIAL USE OR KNOWLEDGE.
6. ALL DOOR GLAZING TO BE TEMPORARY AND PERMANENTLY IDENTIFIED BY CONTRACTOR.
7. DRY LIGHTING AND EVERGLOW LIGHTING SHALL BE PROVIDED WITH BATTERY BACKUP. 8. DOOR SHALL HAVE A MINIMUM OPENING WIDTH OF 32" WITH THE DOOR OPEN AT 90 DEGREES.
8. ALL THRESHOLD HEIGHTS SHALL BE A MAXIMUM OF 1/2" HEIGHT.
9. WINDOW GLAZING SHALL BE TEMPORARY WHERE SHOWN.
10. LOGS AND LATCH KEYS SHALL HAVE LEVER DEVICES FOR HANDICAP USE. ADA COMPLIANT PER ADA 4.1.9.4.
11. LOGS AND LATCH KEYS SHALL HAVE LEVER DEVICES FOR HANDICAP USE. ADA COMPLIANT PER ADA 4.1.9.4.
12. HAND ACTIVATED DOOR OPENING HARDWARE TO BE LOCATED AT 30" TO 44" A.F.F. AND BE OPERABLE WITH A SINGLE EFFORT BY UNDER TYPE HARDWARE.
13. MINIMUM EFFORT TO OPERATE SHALL NOT EXCEED 5 LBS. FOR EXTERIOR DOOR AND 5 LBS. INTERIOR DOORS.
14. CONTRACTOR IS RESPONSIBLE TO COORDINATE DOOR KEYING WITH THE TENANT. FUTURE KEYING TO BE PROVIDED FOR ALL LOCKS AND CORE TYPES (U.A.D.).
15. PROVIDE SAMPLES OF ALL MATERIALS TO ARCHITECT AND TENANT FOR APPROVAL.
16. ALL DOOR FINISHES TO BE PLAIN SUECED CLEAR FINISH.

### HARDWARE SETS

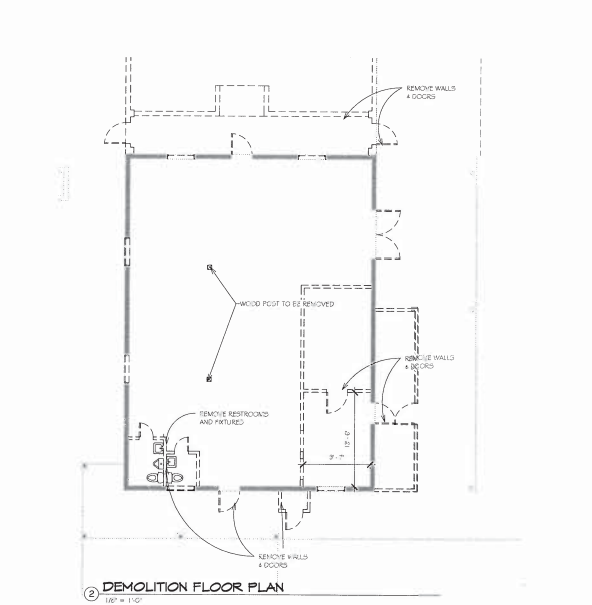
HW1	HW2	HW3
LOCKSET	FINISHES	RESTROOM LOCKSET
SLIDERS	SELF-CLOSER	SLIDERS
HINGES	DOOR LEVER	HINGES
DOOR INSW	ROCK PLATE	DOOR INSW
PANIC BAR	LOCKSET	DOOR LEVER

### FLOOR LEGEND

- EXTERIOR WALL ATTACHMENTS TO MODULAR BUILDING. SEE STRUCTURAL.
- FFRAB, MODULAR BUILDING FRAMING WALLS BY FAC VAN. SEE FAC VAN DRAWINGS.
- NEW DOOR (SEE SCHEDULE)
- NEW WINDOW (SEE SCHEDULE)
- EXIT TO COMPLY WITH TRAVEL DISTANCE ON IBC TABLE 103.1.1 250 FT MAX ON R OCCUPANCY AND 300 FT MAX ON M OCCUPANCY.
- FFX EXTINGUISHERS NOT TO EXCEED DISTANCE OF 75 FT PER IFC 902.1.1.1.1.1 TO BE 1 IN. RATING OF 2A1.0C.
- TG TEMPERED GLASS AT ALL EXIST. STORE FRONT AND NEW STORE FRONT RELOCATIONS.
- DRAWING FOOTPRINT TO COMPLY WITH ADA SPOUT HEIGHT, KNEE CLEARANCE AND FLOOR CLEARANCE. SEE PAGE A101.
- WOMEN MENAPARK BULLET CAMERA - VIDEO SERIES. NETWORK SECURITY CAMERA TO COMPLY WITH INDUSTRY STANDARDS. SEE IFC CLASS A. 12.100.
- EMERGENCY LIGHT - COOPER LIGHTING, SURTELS CO/VALDAR, CCE SERIES OR SIMILAR.
- EMERGENCY TOILET PAINC BUTTON AT EACH COUNTER.



MATERIAL FINISH SCHEDULE						
TAG	MATERIAL	COLOR	MANUFACTURER	FINISH	SIZE	COMMENTS
ACT	ACOUSTIC CEILING TILE	MOONVILLE CEILING TILE	AMWISFRONG	SANDGRIP PLASTER	624234	N/A
CT1	POSSIBLE GLAZED TILE PLANKS	NOFF SWANLOCK	AVAILABLE AT LONES		62324	TIGHT JOINT AND SPOUT
DL1	SECURITY LAMINATED GLASS		T.B.D.			
MT1	METAL HANGAR CAP	TO MATCH WITH WOOD WALL FINISH				
M2	EXISTING STEEL POST					
M3	METAL ROOF	SIMILAR TO EXISTING	T.B.D.			
P1	PAINT	SW 6259 SPATIAL WHITE / RGB 222 221 221	SHERWIN WILLIAMS	MATTE		INTERIOR WALLS PAINT
P2	PAINT	SW 6259 SPATIAL WHITE / RGB 222 221 221	SHERWIN WILLIAMS	MATTE		EXTERIOR WALLS COLOR
P3	PAINT	SW 6227 MEDITERRANEAN / RGB 151 150 179	SHERWIN WILLIAMS	MATTE		EXTERIOR WALL ACCENT COLOR (POF CURS)
P4	PAINT	SW 2544 MESMERIZE / RGB 97 80 124	SHERWIN WILLIAMS	MATTE		EXTERIOR DOOR & WINDOW TRIM & METAL ROOF
P5	PAINT	SW 6103 LATCH / RGB 186 125 135	SHERWIN WILLIAMS	MATTE		EXTERIOR DOOR & WINDOW TRIM & METAL ROOF
SC1	SPF	BPEL 100-65 SPECTRUM 1607				METAL FINISHES CAP PAINT
ST1	TRAVERTINE TILE	CREMA	WORLDWIDE STONE	FLHND 4 FIELD	6242	UNEN
ST2	TRAVERTINE BUJANDEZ MOSAIC	CREMA	WORLDWIDE STONE	FLHND 4 FIELD	1 1/4" X 1 1/2"	UNEN
ST3	TRAVERTINE TILE	CREMA	WORLDWIDE STONE	FLHND 4 FIELD	12 1/4" X 12 1/4"	UNEN
ST4	TRAVERTINE MESH TILE	CREMA	WORLDWIDE STONE	FLHND 4 FIELD	24" X 24"	UNEN
W01	WOOD - BIRCH NATURAL	INTERIOR DOORS AND CABINETS WOOD	VARIES	FLHND 4 FIELD		NATURAL FINISH LOW GLOSS
W02	DARKER WOOD TRIM	DARKER WOOD INTERIOR TRIM	VARIES	FLHND 4 FIELD		MARBLE STAIN AT WOOD TRIM
W03	WOOD BASEBOARD	BAMBUO BAMBARDINO	SIMMER LUDIGATIONS	FLHND 4 FIELD		NATURAL FINISH LOW GLOSS
W04	DOORS & BATTEN WOOD	CELANO NATURAL COLORED PROTECTED COLOR SW 10 SW LIGHTWEIGHT DOORS / RGB 218 202 185				
W05	ROUGH HEAVY WOOD	PROTECTED WOOD. STAIN WITH SIMILAR COLOR TO CEANO WOOD.				



ARCHITECTURE RELOCATED,  
 COMMERCIAL RESIDENTIAL  
 CANARANO  
 REGISTERED ARCHITECT  
 15888 N. BUCKLEBERRY DRIVE, SCOTTSDALE, AZ 85258 PH: 480.233.9589

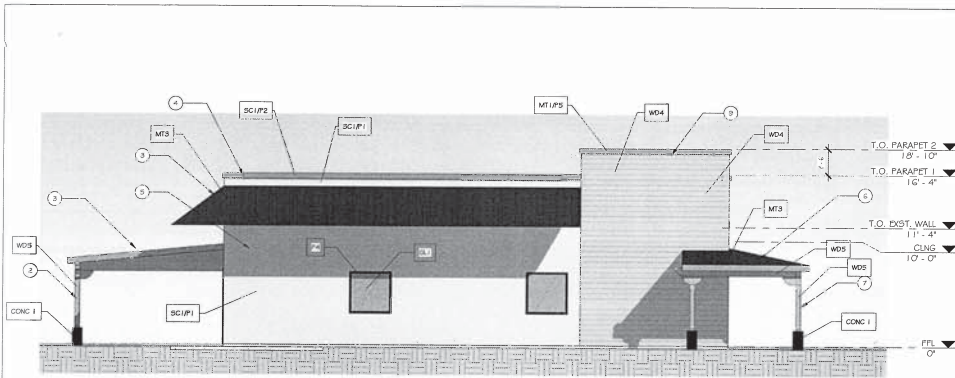
ULTRA HEALTH FLORENCE  
 FLORENCE RETAIL DISPENSARY  
 2501 N. PINAL PARKWAY AVE.  
 FLORENCE, AZ 85131  
 ULTRA HEALTH

NO.	REVISIONS	DATE

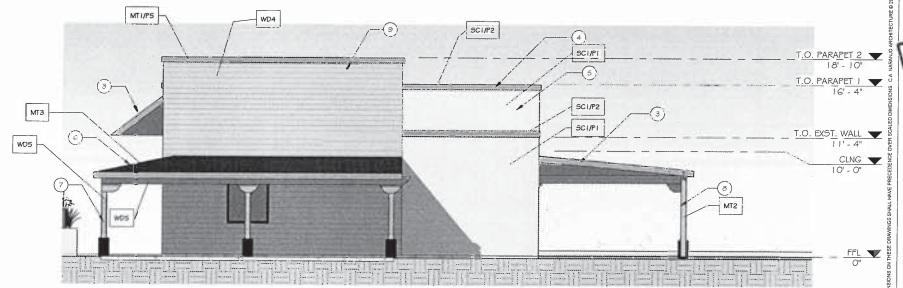
Project number: 13024-01  
 SHEET TITLE: FLOOR PLAN

ISSUE DATE: 02/03/14

A101



④ WEST ELEVATION - HWY SIDE  
3/16" = 1'-0"



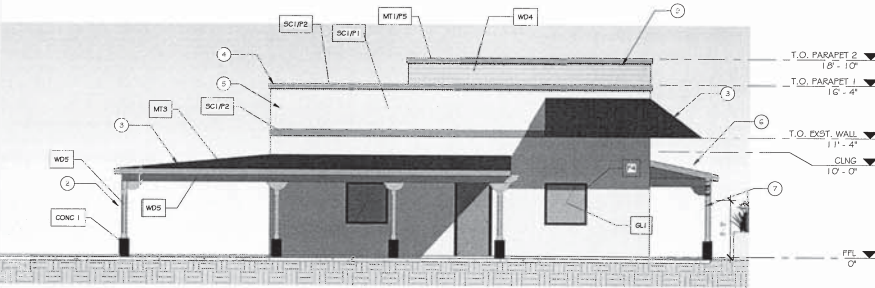
① SOUTH ELEVATION  
3/16" = 1'-0"

KEYNOTE LEGEND

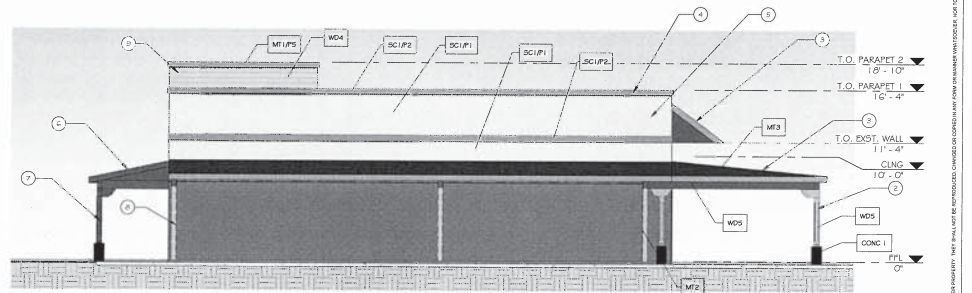
KEY VALUE	KEYNOTE TEXT
1	2x MASONRY FENCE
2	WOOD POST - SEE STRUCTURAL
3	METAL ROOF
4	PARAPET CAP WELASTOMERIC MEMBRANE ON EPS
5	EPS SYSTEM ICC-ES EVALUATION REPORT ESR-1407 COLOR AS INDICATED ON FINISH SCHEDULE
6	EXISTING ROOF TO REMAIN
7	EXISTING WOOD COLUMN
8	EXISTING STEEL COLUMN TO REMAIN
9	GLAZED WOOD WALL

NOTES:

1. BUILDING ADDRESS SIGN TO BE INSTALLED AT HIGHEST POINT OF FIRST STORY OR ON A SIGN AT EA ENTRANCE FACING THE DESIGNER PROPERTY ADDRESS. SIGNERS SHALL BE A MINIMUM 12"X WITH A 2" STROKE.
2. ALL SIGNS ARE TO BE MOUNTED AND CONCEALED WITHIN THE GREEN WALL - SEE SITE PLAN.
3. EXTERIOR OF BUILDING EPS SYSTEM ICC-ES EVALUATION REPORT ESR-1407, COLOR AS INDICATED ON FINISH SCHEDULE.



② NORTH ELEVATION - ENTRY  
3/16" = 1'-0"



③ EAST ELEVATION  
3/16" = 1'-0"



ARCHITECTURE DEVELOPMENT,  
COMMERCIAL, RESIDENTIAL,  
ARCHITECTURE  
1558A, BOULDER DRIVE, EDMONTON, ALBERTA, CANADA  
PH: 403.235.9999  
WWW.CANADIANARCHITECTURE.COM

**ULTRA HEALTH FLORENCE**  
**FLORENCE RETAIL DISPENSARY**  
2501 14TH AVENUE N.W.  
FLORENCE, AL 37072

NO.	DESCRIPTION	DATE
1		

Project number: 13024-01

SHEET TITLE  
BUILDING ELEVATIONS

ISSUE DATE: 02/03/14

A201

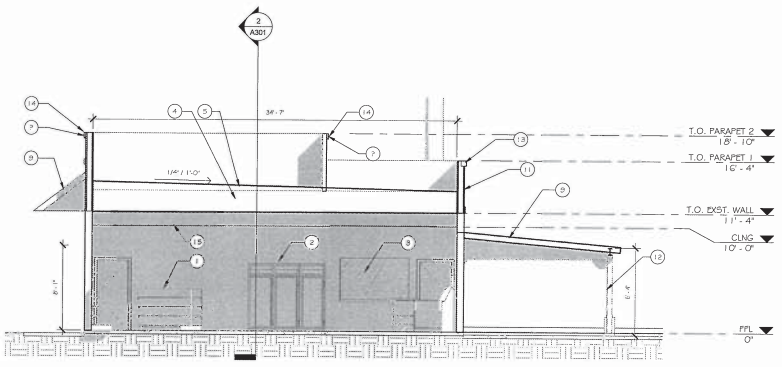
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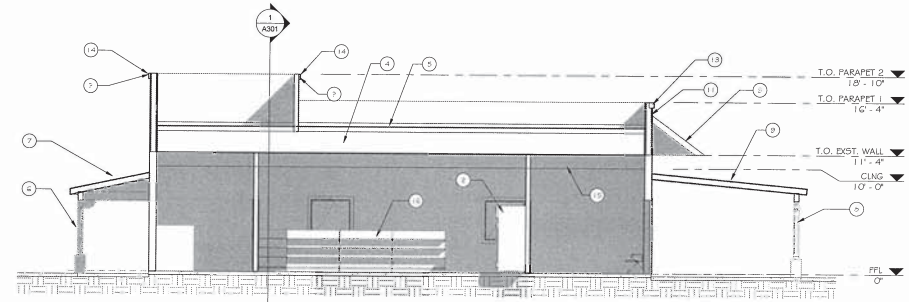


STATUS: EXPIRES 08/00/15  
**PERMIT SET**

KEY VALUE	KEYNOTE TEXT
1	ONE SIDED GONDOLA
2	REF JOIST/RAIL
3	COUNTERTOP AND SECURITY EXCHANGE WINDOW
4	INSULATED TRUSSES AT 24" O.C.
5	INSULATED RUAUF ROOFING, EXTEND 8" MIN. UP AT WALL, ICC-ES EPPROE 054-01.9
6	BRISTLING WOOD COLUMN
7	BRISTLING ROOF TO REWAIN
8	WOOD POST - BRISTLING RAIL
9	METAL ROOF
10	QUARTER WOOD WALL
11	EPS-SYSTEM ICC-ES EVALUATION REPORT ESR-1027
12	BRISTLING STEEL COLUMN TO REWAIN
13	PARAPET CAP INSULATED PERIMETER MEMBRANE ON EPS
14	PARAPET CAP FLASHING
15	ACOUSTICAL TILE CEILING
16	TWO SIDED GONDOLA
17	EPS KICKBOARD EDGE



SECTION 1  
 3/16" = 1'-0"



SECTION 2  
 3/16" = 1'-0"

**CAMARANO**  
 ARCHITECTURE DEVELOPMENT,  
 COMMERCIAL/RESIDENTIAL  
 ARCHITECTURE  
 1558 N. BOLLINGER DR.  
 SAN JOSE, CA 95131  
 TEL: 408.233.9999

**ULTRA HEALTH FLORENCE**  
**FLORENCE RETAIL DISPENSARY**  
 2501 N. PINAL PARKWAY, AVE.  
 FLORENCE, CA 95028



NO.	DESCRIPTION	DATE
1		

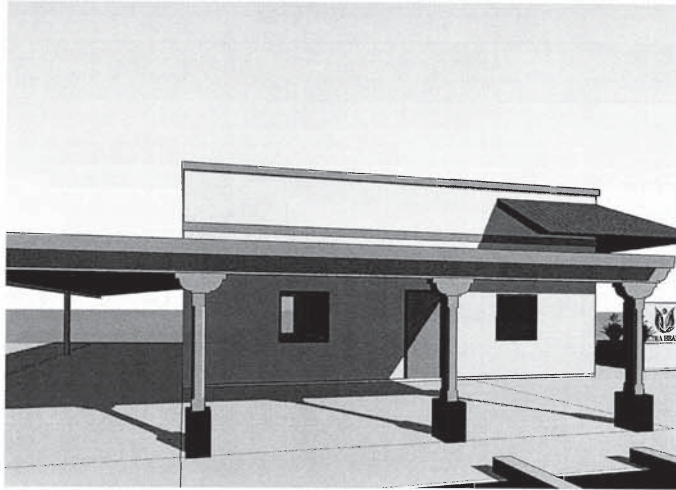
Project number: 13024-01

SHEET TITLE  
 BUILDING SECTIONS

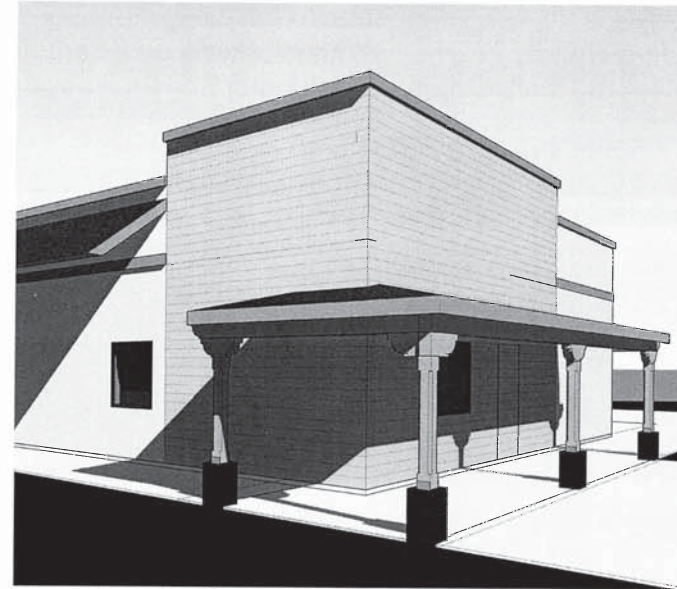
ISSUE DATE: 02/03/14

**A301**

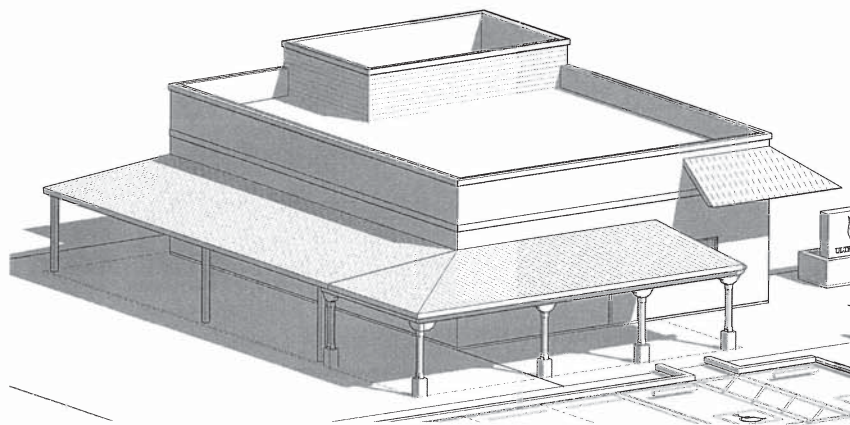
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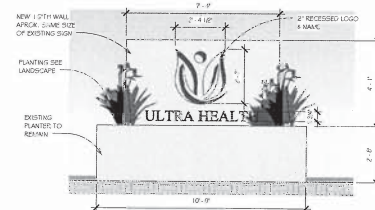
1 ENTRY VIEW



2 SOUTH CORNER



3 ROOF ISOMETRIC



4 SIGN ELEVATION  
3/8" = 1'-0"



5 SIGN RENDERING

SEAL

STATUS: EXPIRES 06/01/19

**PERMIT SET**

**CAMARANO**  
ARCHITECTURE  
ARCHITECTURE DEVELOPMENT,  
COMMERCIAL, RESIDENTIAL,  
ARCHITECTURE  
1658 N. BOULDER DR. FLORENCE, AZ 85120  
PH: 480-233-9959  
EMAIL: CAMARANO@CAMARANO.COM

**ULTRA HEALTH FLORENCE**  
**FLORENCE RETAIL DISPENSARY**  
2500 N. SUNLAND PARKWAY  
FLORENCE, AZ 85132

**ULTRA HEALTH**

NO.	DESCRIPTION	DATE

Project number: 13024-01

SHEET TITLE  
PERSPECTIVES

ISSUE DATE: 02/09/14

**A901**

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HEALING HEALTHCARE 3, INC.



# ULTRA HEALTH FLORENCE

SUBMISSION TO THE TOWN OF FLORENCE



**APPLICANT/OWNER**

Applicant: Ultra Health, LLC  
 Attention: Duke Rodriguez  
 Address 16624 N 90<sup>th</sup> St, Ste 200  
 Scottsdale, AZ 85260

Phone: 480-404-6699  
 Email: [duke@ultrahealth.com](mailto:duke@ultrahealth.com)

**Project Data:**

<b>Proposed Project</b>	
Site Area:	37,595 sq. ft.
Floor Area:	1,728 sq. ft.
Parking Spaces Required/ Provided:	12/14
Building Height: Allowed/ Provided	55'/18' 10"
Hours of Operation	8 AM- 8 PM Daily

**Surrounding Land Use and Zoning Districts<sup>1</sup>**

	Land Use Designation	Zoning Classification	Existing Use
North	Highway Business Commercial	Highway Business Commercial (B-2)	Immigration Center
East	Town Boundary	Town Boundary	Vacant Land
South	Town Boundary	Town Boundary	Vacant Land
West	Highway Business Commercial	Highway Business Commercial (B-2)	Vacant Land
Onsite	Highway Business Commercial	Highway Business Commercial (B-2)	Vacant Land

**Separation Distances<sup>2</sup>**

Use or use classification	Required Separation Distance	Provided Separation Distance
Another Medical Marijuana Dispensary or Offsite cultivation site	2,640 ft.	32 miles
Public or private park	660 ft.	1.4 miles
Public Library	660 ft.	1.7 miles
Massage Establishment	660 ft.	21 miles
Place of worship	660 ft.	1.2 miles
Sexually oriented business	660 ft.	N/A
Teen club	660 ft.	22 miles
Schools	660 ft.	1.9 miles
Public or private recreational center	660 ft.	24 miles
Residential district boundary	660 ft.	3,500 feet

<sup>1</sup> This project was reviewed under the Town of Florence Code of Ordinances.

<sup>2</sup> COO 152.04.

## OVERVIEW

Ultra Health Florence is requesting Use Permit approval for a medical marijuana dispensary on an approximately 0.81 ac. (37,595 sq. ft.) site, located at 2501 N. Pinal Parkway Ave, Florence, AZ 85132 in business highway commercial zoning district (B-2). The proposed medical marijuana dispensary will operate from a 1,728 sq. ft. fully enclosed, secured building. Dispensaries allow for the cultivation and sale of medical marijuana, however, no cultivation is proposed at this location and the product will be delivered from offsite cultivation site(s) located primarily in Phoenix and central Arizona. Ultra Health Florence will dispense the prescribed medical marijuana to eligible cardholders with illnesses and afflictions that are recognized as debilitating medical conditions under the Arizona Medical Marijuana Act (AMMA). The applicant has a Dispensary Registration Certificate for Community Health Analysis Area #95 Florence.

The one-story building includes 1,728 sq. ft. of floor area with a single east facing entrance and contains a waiting room, product display area, client meeting rooms, product storage area, manager's office and restroom. A single access is provided to the building, in accordance with the AMMA that specifies only a single secured ingress and egress be provided to dispensaries, however, the regulations also allow a second emergency exit for fire and safety purposes. With the relatively small size of the building, the applicants may choose to keep the single secured primary entry and exit door and not provide a 2<sup>nd</sup> emergency exit for the building. Adequate separation distances as required by Code, are provided from other dispensaries, schools, public or private recreation center, parks, public library, place of worship, massage establishment, sexually oriented business, teen club and residential areas, as shown in the table above. The nearest residential neighborhood is approximately 3,500 feet from the proposed site.

## DEFINITION

The Town of Florence Code of Ordinances ("COO") defines a Medical Marijuana Dispensary use as:

**“A building, dwelling, structure or premises used to acquire, possess, cultivate, manufacture, deliver, transfer, transport, sell, distribute, transmit, give, dispense or otherwise provide medical marijuana in any manner to patients or designated caregivers pursuant to the authority contained in A.R.S. §§ 36-2801 *et seq.*”**

A Medical Marijuana Dispensary and related activities must be conducted indoors and comply with all requirements of Town of Florence Code, Chapter 152 (See Attachment #1).

## SITE PLAN

The Medical Marijuana Dispensary is located on a 0.81 acre site and will be housed within a 1,728 sq. ft. building. Vehicular access to the site is provided from Highway 79. Parking provides FOURTEEN (14) parking spaces meeting the COO requirement. Adequate roadway dedication, open space, parking areas and building setbacks are included in this development proposal. Site plan, elevations, landscaping, lighting and grading and drainage are subject to Design Review Board approval. We will be compliant with any signage requirements per the

Town of Florence.

## **ANALYSIS OF THE USE PERMIT CRITERIA**

COO Chapter 152 regulates the location, function, and operation of medical marijuana dispensaries. In addition to meeting those requirements, the COO provides that a Use Permit analyze the impact on surrounding properties and to assure that granting of the Use Permit will not create an adverse impact or negative impact on surrounding properties and uses.

Traditionally, planning commissions have used FOUR (4) criteria when deciding to grant a Use Permit related to medical marijuana and these criteria are discussed in greater detail below.

- 1. The proposed use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;**

The site is zoned as Highway Business Commercial (B-2) and is surrounded by other industrial and commercial uses. The dispensary provides a remodeled building, which is secured and self-contained on the 0.81 acre lot. The use is not considered to be a significant generator of traffic. Card holders will drive to this facility, park their vehicle in the site parking lot, enter and exit the building from the single entrance on the east side of the building and leave the site again. Employees are professional care givers who have passed mandated, verified background checks and have been accepted as being suitable and responsible. No consumption of this product is permitted within the building, on the site, or near this location. Cardholders are generally expected to return home with the product. This use will operate similar to retail, office or storage uses. The site and security plans will have to be reviewed by the Town Police Department and deemed acceptable for this location and type of use. The dispensary does not create an undue impact, nuisance, or safety hazard upon adjoining properties or people working or residing in the area.

- 2. The proposed use conforms with the purposes, intent, and policies of the General Plan and its policies and any applicable area, neighborhood, or other plan adopted by the Town Council;**

The Medical Marijuana Dispensary is located in the Highway Business Commercial (B-2) zoning district and is adjacent to other industrial land use to the north and west, and adjacent to commercial uses to the south and east. No residential areas are located in the vicinity. This project is consistent with Code for use, size, operations and security, setbacks, design and separation from other land uses and zoning districts.

- 3. The proposed use conforms to the conditions, requirements, or standards required by the Zoning Code and any other applicable local or State requirements;**

Highway Business Commercial (B-2) zoning districts allow Medical Marijuana Dispensaries as Conditional Uses, subject to conformance with the General Regulations



of Chapter 152 of COO and requirements for granting a Use Permit. The Medical Marijuana Dispensary complies with these requirements set forth in the Code of Ordinances Chapter 152, with regard to the location, separation distances, general function, hours of operation and a security plan for the issuance of a Use Permit. In addition, the dispensary must receive the approval of Arizona Department of Health Services (pursuant to Arizona Revised Statutes Title 36, Chapter 28.1) for registration and certification concurrently to a Use Permit authorization by Florence, which is a condition of the application.

**4. The proposed uses, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.**

Ultra Health Florence has reviewed all of the requirements pertaining to the site and operation of the use and believes that the proposed Medical Marijuana Dispensary will not unreasonably interfere with the use and enjoyment of nearby property owners. The dispensary will not generate excessive traffic, noise, dust, or odor and is reasonably compatible with surrounding uses in the area. The dispensary is in compliance with all Florence and State requirements for dispensing, function, and operations and is subject to certification and approval by the AZ Department of Health Services.

**Attachments:**

- 1. Supplement – A, COO Section 152 Medical Marijuana**
- 2. Exhibit A – Legal name of Medical Marijuana Dispensary and Offsite Cultivation Location**
- 3. Exhibit B – Name, Address, and Birth dates of each Officer and Board Member of Nonprofit Medical Marijuana Dispensary**
- 4. Exhibit C – Ultra Health Florence Operating Procedures Manual**
- 5. Exhibit D – Notarized Certification: No Officer or Board Member convicted of violent crime**
- 6. Exhibit E – Notarized Certification: No Officer or Board Member convicted of violation of Controlled Substances Act**
- 7. Exhibit F – Notarized Certification: No Officer or Board Member has served as Officer or Board Member for a Medical Marijuana Dispensary that has had its Registration Certificate revoked**

## Supplement 1

### Supplement – A, Section 152 Medical Marijuana

**Section 152.03(A) Conditional Use Permit – All medical marijuana operations, including medical marijuana designated caregiver cultivation locations, medical marijuana dispensary offsite cultivation locations, medical marijuana dispensaries and medical marijuana infusion facilities shall require the approval of a conditional use permit in the Highway Business Commercial (B-2) and § 150.064 Light Industrial (LI), which this site is zoned.**

**Section 152.03(B) Zoning Clearance - All medical marijuana operations, including medical marijuana dispensary offsite cultivation locations, medical marijuana dispensaries and medical marijuana infusion facilities shall require a zoning clearance.**

#### **Section 152.04 Distance Separation Requirements:**

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

**(1) No medical marijuana dispensary, medical marijuana dispensary offsite cultivation location or medical marijuana infusion facility shall be operated or maintained within 2,640 feet of another medical marijuana dispensary, medical marijuana dispensary offsite cultivation location or medical marijuana infusion facility.**

Ultra Health Florence will not be located within 2,640 feet of another medical marijuana dispensary, medical marijuana dispensary offsite cultivation location, or medical marijuana infusion facility.

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

Ultra Health Florence will not be located within 660 feet of the following “sensitive uses”: school; public or private recreation center; park; public library; place of worship; massage establishment; sexually oriented business; or teen club.

**(3) No medical marijuana dispensary, medical marijuana dispensary offsite cultivation location or medical marijuana infusion facility shall be operated or maintained within 660 feet of a boundary of a single-family residential zoning district within the corporate limits of Florence. This distance separation provision is not applicable for cases where the aforementioned uses are separated by a state**

**highway, except as governed by the “Arizona Medical Marijuana Act” and applicable state statutes.**

Ultra Health Florence will not be located within 660 feet of Town Zoning Districts R1-6, R-2, MHS, RV Overlay, or any other districts within the parameters of PUD within the corporate limits of Florence.

**Section 152.05 Security Plan - A security plan for all medical marijuana operations shall be submitted to town incorporating and detailing the following elements: (A) Exterior lighting; (B) Security alarm system; (C) Building security measures; (D) Interior floor plan; (E) Exterior site and parking plan; and (F) A secure storage area.**

As part of the security plan, Ultra Health Florence will supply an interior floor plan as well as an exterior site and parking plan providing for all security measures required by Arizona Law including an on-site alarm system, exterior lighting plan details, and single secure entry.

Ultra Health Florence will have secure and adequate protections if needed against diversion and theft. Installation of video cameras with 24 hours surveillance of the dispensary is provided. Video cameras will be installed throughout the interior of the dispensary. Video surveillance will also be installed outside the front entrance of the dispensary.

Ultra Health Florence will provide an intrusion alarm system. An intrusion alarm system provide a range of sensors including door and window contacts, glass break detectors, motion sensors, panic devices, smoke detectors, temperature-control devices, and perimeter detection systems.

A safe and storage unit is provided which is adequately secured according to the details contained in the Security Plan.

**Section 152.06 Dispensary House of Operation – Medical marijuana dispensary hours of operation shall be no earlier than 8:00 a.m. and no later than 8:00 p.m.**

Ultra Health Florence will not conduct operations before 8:00 AM or after 8:00 PM.

**Section 152.07 Additional Conditions and Standards – The following provisions shall govern the issuance of conditional use permits and zoning clearances for medical marijuana operations, including medical marijuana designated caregiver cultivation locations, medical marijuana dispensary offsite cultivation locations, medical marijuana dispensaries, and medical marijuana infusion facilities by the Zoning Administrator and Town Council.**

**(A) All activity related to medical marijuana operations shall be conducted in compliance with 36 A.R.S. §§ 36-2801 *et seq.*, Department rules and regulations, and**

**other implementing state statutes and administrative regulations.**

All activity related to medical marijuana operations will be conducted in compliance with 36 A.R.S. §§ 36-2801 *et seq.*

**(B) All activity related to medical marijuana operations including but not limited to cultivating, growing, processing, displaying, selling and storage, shall be conducted indoors and in a permanent building and may not be located in a trailer, cargo container or motor vehicle.**

Ultra Health Florence will be located at 2501 N. Pinal Parkway Ave, Florence, AZ 85132 on parcel #200-33-003.

**(C) Medical marijuana operations shall not be allowed as home occupations.**

Ultra Health Florence will not allow any operations as home occupations.

**(D) Medical marijuana operations shall not have drive-through service.**

No drive-through facility or take-out window will be provided at the facility.

**(E) Sufficient measures and means of preventing smoke, odors, debris, dust fluids and other substances from exiting a dispensary or cultivation facility must be provided at all times. In the event that any odors, debris, dust, fluids or other substance exit a dispensary or cultivation facility, the owner of the premises shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition.**

Ultra Health Florence will adhere to strict standards so dust, fumes, vapors or odors will be controlled to prevent disturbing the environment. Use of carbon air filters and fans will be used in the building as well as an air circulation system to eliminate fumes and odors from being released into the environment.

**(F) Offsite delivery of medical marijuana is prohibited**

Ultra Health Florence will not be making offsite deliveries of medical marijuana or product produced at the site as these are provided for patient pickup only.

**(G) Consumption of marijuana on the premises is prohibited.**

Ultra Health Florence will not allow for the consumption of Medical Marijuana on the premises. Surveillance will be provided to avoid loitering and patient flow.

**(H) Medical marijuana operations shall obtain and display current applicable business licenses, certificates and registrations.**

Ultra Health Florence will obtain, maintain, and display a valid Town of Florence business license, certificates, and registrations as required by Town Code or as may otherwise be required.

**(I) Facilities shall not be larger than 2,500 square feet for a dispensary and 3,000 square feet for a cultivation location.**

Ultra Health Florence will be housed in a 1,728 sq. ft. building and will receive product from a legally established offsite cultivation site, primarily located in Phoenix and central Arizona.

**(J) No retail sales of paraphernalia are permitted at a dispensary, except as permitted by law to patients or registered designated caregivers.**

Ultra Health Florence will not allow any sales of paraphernalia or merchandise that is not approved for the use of and application of Medical Marijuana to qualifying patients or registered designated caregivers.

**(K) Retail sales of medical marijuana are prohibited.**

Ultra Health Florence will not allow any retail sales of Medical Marijuana to any persons other than qualifying patients or registered designated caregivers.

**Section 157.08 Supplemental Materials**

**(A) The minimum requirements of this subpart requiring supplemental materials shall apply to all medical marijuana dispensary and medical marijuana dispensary offsite cultivation uses located in any zoning district.**

**(B) In addition to the other application requirements an applicant for any medical marijuana dispensary or medical marijuana dispensary offsite cultivation location conditional use permit shall provide the following:**

**(1) A notarized authorization executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or medical marijuana dispensary offsite cultivation location, as applicable;**

Ultra Health Florence will provide the Town with a notarized authorization executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary.

**(2) The legal name of the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location;**

Ultra Health Florence will provide the Town with the legal name of the medical marijuana dispensary as well as the address of the dispensary's offsite cultivation

location (See Exhibit A).

**(3) If the application is for a medical marijuana dispensary offsite cultivation location, the name and location of the medical marijuana dispensary with which it is associated;**

Ultra Health Florence is not applying for a medical marijuana dispensary offsite cultivation location at this time.

**(4) The name, address, and birth dates of each officer and board member of the nonprofit medical marijuana dispensary;**

Ultra Health Florence will provide the Town with the name, address, and birth dates of each officer and board member of the nonprofit medical marijuana dispensary (See Exhibit B).

**(5) The name, address, birth date, and valid registry identification card for each nonprofit medical marijuana dispensary agent;**

Ultra Health Florence will provide the Town with the name, address, birth date, and valid registry identification card for each nonprofit medical marijuana dispensary agent prior to the dispensary opening. Agent cards will not be obtained until early 2014.

**(6) A copy of the operating procedures adopted in compliance with A.R.S. §§ 36-2801 *et seq.*, and department rules and regulations;**

Ultra Health Florence will provide the Town with a copy of the operating procedures adopted in compliance with A.R.S. §§ 36-2801 *et seq.*, and department rules and regulations (See Exhibit C).

**(7) A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of any of the following offenses:**

**(a) A violent crime as defined in A.R.S. § 13-901.03(B) that were classified as a felony in the jurisdiction where the person was convicted;**

Ultra Health Florence will provide the Town with a notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of a violent crime as defined in A.R.S. § 13-901.03(B) that were classified as a felony in the jurisdiction where the person was convicted (See Exhibit D).

**(b) A violation of state of federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an**



**offense for which the sentence, including any term of probation, incarceration of supervised release, was completed ten or more years or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona; and**

Ultra Health Florence will provide the Town with a notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of a violation of state of federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration of supervised release, was completed ten or more years or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona (See Exhibit E).

**(8) A notarized certification that none of the non-profit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.**

Ultra Health Florence will provide the Town with a notarized certification that none of the non-profit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked (See Exhibit F).

#### **Section 152.09 Prohibited Activities; No Non-Conforming Uses**

**(A) Any medical marijuana dispensary offsite cultivation location not associated with a medical marijuana dispensary is prohibited, and only one medical marijuana dispensary offsite cultivation location shall be permitted for the single medical marijuana dispensary with which it is associated.**

Ultra Health Florence will have only one offsite cultivation location associated with its dispensary.

**(B) No medical marijuana operation or use which purports to have cultivated or dispensed medical marijuana prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of this chapter and such medical marijuana operation and use shall not be entitled to claim legal non-conforming status.**

Ultra Health Florence did not have a medical marijuana operation or use which purported to cultivate or dispense medical marijuana prior to the enactment of chapter nor will it deem to have legally established a use under this chapter and claim legal non-conforming status.

**(C) Medical marijuana dispensaries and cultivation operations may not be co-located with facilities used to prepare, produce or assemble food, whether for medical or non-medical purposes.**

Ultra Health Florence will not be co-located with facilities used to prepare , produce or assemble food, whether for medical or non-medical purposes.

**(D) No medical marijuana or paraphernalia shall be displayed or kept in a dispensary or cultivation facility so as to be visible from outside the premises.**

Ultra Health Florence will not display medical marijuana or paraphernalia so as to be visible from outside the premises.

**(E) If the state prohibits medical marijuana dispensaries or cultivation, any conditional use permit and zoning clearance shall be deemed immediately revoked by operation of law.**

Ultra Health Florence acknowledges that should the state of Arizona repeal the Arizona Medical Marijuana Act the conditional use permit and zoning clearance granted shall be deemed revoked by operation of law.

# **Exhibit A**



Arizona  
Department of  
Health Services

**Healing Healthcare 3, Inc.**

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

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

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**Registration Certificate Identification Number: 00000047DCOU00565305**

**Issue Date: August 7, 2012**

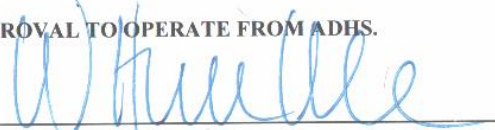
**Expiration Date: August 7, 2014**

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

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

**THE APPLICANT AGREES NOT TO OPERATE THE DISPENSARY UNTIL THE DISPENSARY IS INSPECTED AND THE APPLICANT OBTAINS**

**APPROVAL TO OPERATE FROM ADHS.**



Will Humble, Director



ARIZONA DEPARTMENT OF HEALTH SERVICES  
 Office of Inspection and Compliance  
 Medical Marijuana Program  
 150 N. 18<sup>th</sup> Avenue, Suite 450  
 Phoenix, AZ 85007  
[www.azdhs.gov/medicalmarijuana](http://www.azdhs.gov/medicalmarijuana)  
 (602) 364-0857

**RE: APPROVAL TO OPERATE CERTIFICATE**

Date: September 19, 2013  
 Dispensary Name: Holistic Patient Wellness Group DBA: Ultra Health-Clifton  
 Dispensary Address: 234 Chase Creek Rd, Clifton, AZ 85533  
 Dispensary Registration Certificate ID#: 00000019DCGM00234427

Cultivation Site:  YES  NO  
 Cultivation Site Address (if applicable): 410 S Madison Dr., Ste 1, Tempe, AZ 85281

Please find enclosed the Approval to Operate Certificate(s) (Approval to Operate) for the above mentioned dispensary and, if applicable, the dispensary’s cultivation site. Please note that an Approval to Operate is **NOT** transferable and is only valid for the address listed on the Approval to Operate Certificate.

**Dispensary Approval to Operate Certificate**

The enclosed Dispensary Approval to Operate shall be posted in the dispensary and, if applicable, the dispensary’s cultivation site, in a place that can be viewed by individuals entering the premises.

**Cultivation Site Approval to Operate Certificate (if applicable)**

The enclosed Cultivation Site Approval to Operate shall be posted in the cultivation site in a place that can be viewed by individuals entering the premises. For confidentiality and safety concerns, the Arizona Department of Health Services does **NOT** require the dispensary’s Cultivation Site Approval to Operate to be posted at the dispensary; however, you must maintain a copy of the dispensary’s Cultivation Site Approval to Operate at the dispensary, out of the view of individuals entering the dispensary.

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

Thank you,  
 Arizona Medical Marijuana Program  
 Arizona Department of Health Services





**Cultivation Site**

**Holistic Patient Wellness Group**

**DBA: Ultra Health-Clifton**

**410 S Madison Drive, Suite 1, Tempe, Arizona 85281**

**APPROVAL TO OPERATE**

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**Registration Certificate Identification Number: 00000019DCGM00234427**

**Issue Date: September 19, 2013**

**Expiration Date: August 7, 2014**

**This cultivation site has been approved to cultivate medical marijuana at this location for the above named dispensary located at 234 Chase Creek Road, Clifton, Arizona 85533.**

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

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

Will Humble, Director



# **Exhibit B**



## ULTRA HEALTH

16624 N. 90<sup>th</sup> Street, Suite 200 • Scottsdale, AZ 85260  
Phone: (480) 404-6699 • Fax: (800) 829-3575

<b>Name</b>	<b>Address</b>	<b>Date of Birth</b>
Rakesh K Pahwa	13404 S. 33 <sup>rd</sup> CT Phoenix, AZ 85044	April 2, 1958
Deepak Narang	1840 W. Apache Trail Apache Junction, AZ 85120	September 26, 1959
Duke Rodriguez	16624 N. 90 <sup>th</sup> Street, #200 Scottsdale, AZ 85260	August 18, 1957

# **Exhibit C**

**HEALING HEALTHCARE 3, INC.**

**ULTRA HEALTH – FLORENCE**



**ULTRA HEALTH**

# **HEALING HEALTHCARE 3, INC**

## **DBA: Ultra Health - Florence**

### **Employee Handbook**

Employee Handbook and  
Policies and Procedures  
As of December 17, 2013

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### **Emergency Contact Numbers**

Police Department of Florence – **Phone 520 868-7681**

425 N. Pinal Pkwy

Florence, AZ

Pinal County Sheriff Department – **Phone 520 866-6800**

Florence Fire Department (Non-Emergency) – **Phone 520 868-7609**

# SECTION 1

## **Section 1 Introduction**

### **1.1 Employee Handbook**

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Ultra Health - Florence (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

### **1.2 Changes in Policy**

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by the Company and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

### **1.3 Employment-At-Will**

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit

management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the CEO, President, or CFO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## **Section 2 Employment Policies**

### **2.1 Employee Classifications**

The following terms are used to describe employees and their employment status:

**Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Arizona state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Arizona state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.

**Full-Time** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.

**Part-Time** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

**Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of

the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

**Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractor or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

## **2.2 Equal Employment Opportunity & American with Disabilities Act**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.

In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.



## **2.3 Confidentiality**

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement. (Attached)

## **2.4 Employment of Minors**

The Company does not employ minors. Arizona Statutes requires you must be 21 years of age to work in a medical marijuana facility.

## **2.5 Employment of Relatives**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

## **2.6 Introductory Period**

The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow

employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change-the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

## **2.7 Personnel Records and Employee References**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization . Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

## **2.8 Privacy**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## **2.9 Immigration Law Compliance**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## **2.10 Religious Accommodation**

The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

## **2.11 Political Neutrality**

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **Section 3 Hours of Work and Payroll Practices**

### **3.1 Pay Periods and Paydays**

Employees are paid on the 5<sup>st</sup> and 20<sup>th</sup> of each month. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

### **3.2 Overtime**

Nonexempt employees will be paid in accordance with Federal and Arizona state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

### **3.3 Rest and Meal Periods**

All rest and meal periods will be in accordance with Arizona state law. To the extent Arizona state law does not require rest and meal breaks, nonexempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Nonexempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

### **3.4 Time Cards**

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

### **3.5 Payroll Deductions**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **3.6 Wage Garnishment**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

### **3.7 Direct Deposit**

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

## **Section 4**

### **Standards of Conduct and Employee Performance**

#### **4.1 Anti- Harassment and Discrimination**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

#### **Prohibited Conduct**

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- Submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- It creates a hostile or offensive work environment.

Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

#### **Complaint Procedure**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does

business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

## **4.2 Attendance**

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

## **4.3 Discipline and Standards of Conduct**

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- Dishonesty;
- Stealing Company property;
- Falsification of Company records;
- Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;

- Insubordination, failure to perform assigned duties or failure to comply with the Company's health safety or other rules;
- Unauthorized or careless use of the Company's materials, equipment or property;
- Unauthorized and/or excessive absenteeism or tardiness;
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- Sexual or other illegal harassment or discrimination;
- Unauthorized use or disclosure of the Company's confidential information;
- Violation of any Company policy.

#### **4.4 Dress Code**

All Agents should use common sense when they dress for work. Please dress appropriately for your position and job duties. Please make sure you are neat and clean at all times.

#### **4.5 Safety**

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

#### **4.6 Substance and Abuse**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination of employment.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation



of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

#### **4.7 Workplace Searches**

To protect Company property and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voice mail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's property.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

#### **4.8 Cell Phone Policy**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## **Section 5 Employee Benefits and Services**

### **5.1 Generally**

Aside from those benefits required by state and federal regulations, the Company also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Human Resources.

### **5.2 Group Health Insurance**

The Company offers a group health plan for eligible employees. For more information, refer to the Company's benefits booklet for complete details and benefits.

### **5.3 COBRA**

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

### **5.4 Worker's Compensation**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

## **5.5 Social Security Benefits (FICA)**

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **5.6 Unemployment Insurance**

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## **Section 6 Employee Leaves of Absence and Time Off**

### **6.1 Generally**

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 3 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **6.2 Vacation Days**

Eligible employees are entitled to 10 paid vacation days per year. Vacation days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

## **6.3 Holidays**

The Company observes the following paid holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day
- New Year's Eve
- Floating Holiday

The Company will provide a floating holiday each year. This day will be designated by the Company at the beginning of each year.

The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

## **6.4 Pregnancy-Disability Leave**

Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 work weeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely

manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

### **6.5 Workers' Compensation Leave**

Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

### **6.6 Voting Time**

Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

## **Section 7 Qualifications and Job Descriptions**

### **7.1 Office Administrator (R9-17-310)**

The Office Administrator Agent has a very intricate and compliance role with the Company. The Office Administrator Agent is responsible for the day-to-day operations of the Company, as well as overseeing compliance with state and federal laws and regulations with regard to Agents, company policies and patient record keeping and cultivation information. In addition, the Office Administrator Agent will work closely with the Medical Director, to oversee compliance with Company policies as a non-profit corporation. The Administrator Agent will ensure that the dispensary is operating and available to dispense medical marijuana to qualifying patients and designated caregivers at least 30 hours weekly between the hours of 8:00 AM and 8:00 PM, Monday through Sunday.

## **Qualifications**

The Office Administrator Agent must have clerical and office administration experience with a minimum of five (5) years' experience. It is equally important to the Company that the person who holds this position be compassionate and possesses the ability to work well with other Agents, the Medical Director, patients and caregivers. Knowledge of computers and software used by the Company or a willingness and ability to learn the software in a timely manner is mandatory. Experience in the medical marijuana industry is not required, but helpful. The Office Administrator Agent must have no criminal record and must have a good driving record. Flexibility in hour regarding their schedule is required. They must be at least 21 years old. The initial Office Administrators will be Valera Knight.

## **Authority/Responsibilities/Personnel Duties**

Responsibilities and duties include, but are not limited to, personnel duties, authority, responsibilities and qualifications, personnel supervision, training in and adherence to confidentiality requirements programs and procedures of Agents; disciplinary actions and software training. Together with the Medical Director, shall oversee and be responsible for maintaining and training for all business records, such as a manual or computerized records of assets and liabilities, monetary transactions, journals, ledgers, and supporting documents, including agreements, checks, invoices and vouchers (Quick Books Online edition). Also, including tracking, packaging, designated caregivers and patients, tracking of medical marijuana, packaging, disposing of unusable marijuana, which may include submitting nay unusable marijuana to a local law enforcement agency; qualifying patient record keeping, including purchases, denials of sale, any delivery options, confidentiality and retention; effects of different strains, purported effectiveness of various methods, forms and routes of medical marijuana administration (MJ Freeway), marijuana; and public places. The Office Administrator Agent will oversee the security and compliance and functioning of the same.

The Office Administrator Agent will also be responsible for obtaining and initializing paperwork and documentation from hired agents, including submitting fingerprint cards and paperwork to the ADHS for volunteers and potential Agents.

The Office Administrator Agent will ensure that each Agent or volunteer has the dispensary agent's registry identification card in their immediate possession at all times when the Agent:

- Is working or providing volunteer services at the Company, or
- Is transporting marijuana for the Company.

Either the Office Administrator Agent or Medical Director is to ensure that an Agent accompanies any individual other than another Agent associated with the Company when the individual is present in the enclosed, locked facility where marijuana is cultivated by the Company.

The Office Administrator Agent will oversee and ensure that an individual who does not possess a dispensary agent registry identification card issued under the dispensary registration certificate will not:

- Serve as principal officer or board member for the Company;
- Serve as the Medical Director for the Company;
- Be employed by the Company, or
- Provide volunteer services on behalf of the Company

It is the Office Administrator Agent's responsibility to provide written notice to the ADHS, including the date of the event, within ten (10) working days after the date when an Agent no longer is employed by the Dispensary as an Agent, principal officer or board member, serving as the medical Director or volunteer on behalf of the Company.

The Office Administrator Agent, along with the Medical Director, will report all loss due to theft of marijuana from the dispensary to the appropriate law enforcement agency;

The Office Administrator Agent will maintain copies of any and all documentation for at least twelve (12) months after the date on the documentation and provide copies of the documentation to the ADHS immediately for review upon request;

The Office Administrator Agent will be responsible for posting the following:

- The Company's Approval to Operate,
- The Company's Registration Certificate
- The Company's Medical Director and the Medical Director's license number on a sign at least 20 cm x 30 cm,
- The Company's hours of operation during which the Company will dispense medical marijuana to qualifying patients or caregivers (which will be no less than 30 hours per week).

The Office Administrator Agent will oversee, with the Medical Director that the following action will not occur by the Company:

- Does not lend any part of the Company's income or property without receiving adequate security and a reasonable rate of interest,
- Does not purchase property for more than adequate consideration to money or cash equivalent;
- Does not pay salaries or other compensation for personal services that is in excess of a reasonable allowance;
- Does not sell any part of the Company's property or equipment for less than adequate consideration in money or cash equivalent;
- Does not engage in any other transaction that results in a substantial diversion of the Company's income or property;
- Oversees that the location of the Company is not within 500 feet from a private or public school;



- Oversees the compliance of parking adjacent to the building used as the Dispensary; and
- Oversees that each commercial device used at the Company or the dispensary's cultivation site is licensed or certified pursuant to A.R.S. Section 41-2091, maintains documentation of the commercial device's license or certification, and provides a copy of the commercial device's license or certification to the ADHS for review upon request.

Along with the Medical Director, the Office Administration Agent oversees that cultivation takes place only in a locked, enclosed facility.

The Office Administrator Agent or Medical Director shall produce documentation in an audit of the Company's inventory that is accounted for according to generally accepted accounting principles at least once every thirty (30) calendar days.

The Office Administrator Agent must work closely with accountants to oversee Company procedures to ensure that:

- The Company is operated on a not-for-profit basis; and
- The Company provides no compensation for medical marijuana acquired from qualified patients and designated caregivers.

It is the responsibility of the Office Administrator Agent to review our Company's policies and procedure every 6 months and no later than the date of issuance of the Dispensary Registration Certificate.

The Office Administrator Agent is responsible for immediately providing qualifying patient's record to the ADHS for review upon request and the Office Administrator Agent is responsible for overseeing that qualifying patient records are maintained for five (5) years from the date of the qualifying patient's or, if applicable, the qualifying patient's designated caregiver's last request for medical marijuana from the Company.

## **7.2 Medical Director (R9-17-313)**

The Medical Director for the Company has a very important role to ensure the success of our patients and caregivers in providing necessary support and education regarding medical marijuana.

### **Qualifications**

The Medical Director must be either a Naturopath, Doctor of Osteopathy or Medical Doctor who is in good standing with their governing board. The medical Director must also be willing to act as an Agent within the Company as well as oversight of the cultivation site. An ability to work well with other Agents and show compassion for patients and caregivers is a must.

The Company's Medical Director currently is Dr. Alexander De Soler, Doctor of Naturopath. He will be working closely with patients and caregivers to assist with support and education. He will be onsite at least one day a week and will be available 24/7 for the Company by telephone to assist patients and caregivers as needed.

### **Authority/Responsibility/Personnel Duties**

The Medical Director must stay in compliance with their governing authority/medical board. The Medical Director shall comply with all federal and state rules and regulations regarding his/her position with the Company. The Medical Director, or a doctor appointed by the medical Director in his/her absence, agrees to be available onsite or by telephone for all patients and caregivers 24/7. The Medical Director shall be available onsite on dates and times to be agreed upon or by appointment for the needs of a particular patient or caregiver. The Medical Director is also responsible for the following pursuant to the ADHS Rules and Regulations:

The Medical Director is responsible for and agrees to prepare and make available for patient and caregiver information and educational materials including the following:

- Alternative medical options for the patient's debilitating medical condition;
- Information about possible side effects of and contraindications for medical marijuana including possible impairment with use and operation of a motor vehicle or heavy machinery, when caring for children, or of job performance;
- Guidelines to the patient or caregiver for notifying the physician who provided the written certification/recommendations of medical marijuana if side effects or contraindications occur;
- A description of the potential for differing strengths of medical marijuana strains and products;
- Information about potential drug-drug interactions, including interactions with alcohol, prescription drugs, non-prescription drugs, and supplements;
- Techniques for the use of medical marijuana and marijuana paraphernalia;
- Information about different methods, forms, and routes of medical marijuana administration;
- Signs and symptoms of substance abuse programs and referral information.
- Guidelines for refusing medical marijuana to an individual who appears to be impaired or abusing medical marijuana.

The Medical Director shall also provide Agent education and training at least once every twelve (12) months from the initial date of the dispensary's registration certificate on all of the above mentioned duties.

The Medical Director, pursuant to the ADHS Rules and Regulations, agrees not to provide written certifications/recommendations for medical marijuana for **any** qualifying patient.

The Medical Director, along with the Office Administrator Agent, oversees the Inventory Control System of the cultivation site with the use of secured software, MJ Freeway.

The Medical Director oversees and is responsible for any Agents working in the cultivation site. Along with the Agents in the cultivation site, The Medical Director will be responsible for overseeing the cleaning and sanitation of the cultivation site and strict adherence to the rules and requirements of attire and procedures to be followed by Agents in the cultivation site.

Agents are to report to the Medical Director any health condition experienced by an Agent that may adversely affect the safety or quality of any medical marijuana with which the dispensary Agent may come into contact. It is the Medical Director's responsibility at the time of reporting to determine if a dispensary Agent has a health condition that may adversely affect the safety or quality of the medical marijuana, is prohibited from direct contact with any medical marijuana or equipment or materials for processing medical marijuana until the Medical Director determines that the Agent's health condition will not adversely affect the medical marijuana.

The Medical Director is appointed by the Company and employed by the Company. The Medical Director agrees to sign an Employment Agreement and abide by the terms stated therein. The Medical Director can be replaced for any reason.

Refer to subsections under Agents below for additional authority and responsibilities for the Medical Director.

### **7.3 Agents/Dispensers (R9-17-314)**

Agents are important to the success of the Company in how well they work closely with eligible patients, caregivers and the Medical Director. They have a lot of responsibility and their duties are quite diverse within the Company. It is their responsibility to see that the experience by the patients and caregivers is a positive one. They must be knowledgeable of medicinal marijuana and be able to work well with patients, caregivers, the Medical Director and other Agents. They will be required to complete an extensive orientation with the Office Administrator Agent regarding confidentiality requirements, office procedures, job requirements, training on computer software for verifying patient eligibility, input of patient records and point of sale transactions for medicine, overview of Company policies and procedures regarding periodic performance evaluations and disciplinary actions.

Agents are required to successfully complete an initial training course and receive training every 12 months with the Medical Director consisting of the following: informing patients and caregivers of the risks, benefits, side effects of recognizing signs/symptoms of substance abuse and refusing medication to a patient who appears impaired or abusing the medication. The Agents will verify the validity of the qualifying patient's or designated caregiver's registry identification card and verify the amount the qualifying patient or designated caregiver is requesting.

Agents must be knowledgeable of the ADHS Rules and Regulations as well as the Arizona Revised Statutes concerning medical marijuana and agree to abide by them to the fullest extent. All Agents are held to a high standard. Any rule or law breaking will result in a disciplinary

action and immediate termination. Termination will be reported to the ADHS within ten (10) days of termination. They will not be eligible for rehire at any time.

## **Qualifications**

Agents must be willing to abide strictly by the ADHS Rules and Regulations and Arizona Revised Statutes as they relate to patient and caregiver interaction and the dispensing of medicinal marijuana. A willingness to work closely with other Agents and the Medical Director to learn the risks, benefits, side effects of medical marijuana, providing support related to assessment (including rating scale), recognizing signs/symptoms of substance abuse and refusing medication to a patient who appears impaired or abusing the medication is a must. They must be able to pass a background check and possess a clean driving record. They must have a willingness to be flexible with work hours. A compassionate disposition and a genuine care and concern for others are requirements for this position with the Company.

## **Authority/Responsibilities/Personnel Duties**

Agents will work with patients and caregivers to assist with support and education regarding medical marijuana. They will also be responsible for dispensing medical marijuana. They must agree to the responsibilities and personnel duties outlined below in compliance with the ADHS Rules and Regulations, and work closely with the Office Administrator Agent and/or Medical Director in the following:

Each and every Agent of the Company agrees to follow the following procedures concerning dispensing medical marijuana pursuant to the Company policies, the Rules and Regulations of the ADHS and Arizona Revised Statutes. Any variance by an Agent to the following procedures are required by the ADHS will result in a disciplinary action and immediate termination and possible prosecution if the law is broken and reported to law enforcement if applicable. All Agents will have an access code to access any patient information.

All Agents of the Company must submit: Copy of their driver's license, a current photograph, two original sets of fingerprint cards and a signed Attestation to the Office Administrator Agent to be submitted to the ADHS, along with required fees for employment. Upon the completion of no more than 30 days of uninterrupted employment, the Company will reimburse the Agent for fees and costs paid for employment.

All Agents must go through a training process by the Medical Director. More details for the training process specified in the Medical Director section.

All Agents must meet with the Office Administrator Agent to fill out necessary employment paperwork and go over the risks, responsibility benefits and requirements associated with their employment.

All Agents must be trained on software systems used by the Company regarding patient and cultivation records, including, but not limited to the following duties and responsibilities:

Patient card information, tracking of medical marijuana, packaging, disposing of unusable marijuana, which may include submitting any usable marijuana, which may include submitting any unusable marijuana to a local law enforcement agency; qualifying patient record keeping, including purchases, denials of sale, and delivery options, confidentiality and retention; effects of different strains; purported effectiveness of various methods, forms, and routes of medical marijuana administration, including the effects on a qualifying patient of different strains and forms of marijuana; and public places.

Patient card information, tracking of medical marijuana, packaging, disposing of unusable marijuana, which may include submitting any unusable marijuana to a local law enforcement agency; qualifying patient record keeping, including purchases, denials of sale, any delivery options, confidentiality and retention; effects of different strains; purported effectiveness of various methods, forms, and routes of medical marijuana administration, including the effects on a qualifying patient of different strains and forms of marijuana; and public places. The currently used by the Company are: MJ Freeway and Quick Books.

Before dispensing medical marijuana to a qualifying patient or a designated caregiver, upon arrival the Agent is responsible to:

- Require the patient or caregiver to provide their State issued driver's license and Arizona medical marijuana card to verify the qualifying patient's or the designated caregiver's identity. If they are not presented, they will be required to leave the Company and not be permitted to proceed further;
- Upon verification of their identity, the Agent must offer any appropriate patient education or support materials which are prepared and available on site by the Medical Director;
- Enter the qualifying patient's or designated caregiver's registry identification number on the qualifying patient's or designated caregiver's registry identification card into the medical marijuana electronic verification system with the ADHS and into MJ Freeway software;
- Verify the validity of the qualifying patient's or designated caregiver's registry identification card with ADHS;
- Enter the qualifying patient's name;
- Enter the qualifying patient's date of birth;
- Verify through ADHS's electronic patient record keeping that the amount of medical marijuana the qualifying patient or designated caregiver is requesting would not cause the qualifying patient to exceed the limit on obtaining no more than 2.5 ounces of medical marijuana during any 14 calendar day period. If they have exceeded their limit, they are to make note that they were denied additional medication and ask them to return at a later date and no medication is to be dispensed to them;
- If eligible for medication, the following information will be entered into the medical marijuana electronic verification system and MJ Freeway for the qualifying patient or designated caregiver which will also be included on the label, which will be printed and attached to the medication when dispensed;

1. The amount of medical marijuana dispensed,
2. Whether the medical marijuana was dispensed to the qualifying patient or to the qualifying patient's designated caregiver,
3. The date and time the medical marijuana was dispensed,
4. The dispensing agent's registry identification number, and
5. The dispensary's registry identification number.

In addition, Agents are required to adhere and agree to the following policy upon dispensing medication: The medication will be dispensed in a medical vial or plastic bag (whatever is the preference of the patient) and placed in a white pharmacy bag marked with appropriate warnings. The bag will be sealed prior to the patient or caregiver leaving the Company with a label indicating that the bag or medication is not to be opened prior to reaching their destination.

**Agent is required to learn the procedures for and adhere to the following: (Pursuant to R9-17-315)**

## **Section 8 Patient Records**

A. In addition to the Office Administrator Agent and Medical Director, Agents hired by the Company are authorized pursuant to these policies and procedures are required to do the following:

- A qualifying patient completes the initial intake paperwork upon arrival and a record is established in MJ Freeway and Virtual Office that will be maintained for each qualifying patient who obtains medical marijuana from out Company;
- An entry in a qualifying patient record in MJ Freeway
  1. Is recorded only by an Agent authorized by the Company to make an entry,
  2. Is dated and signed by the Agent,
  3. Includes the Agent's registry identification number, and
  4. Is not changed to make the initial entry illegible;
- If an electronic signature is used to sign an entry, the Agent whose signature the electronic code represents is accountable for the use of the electronic signature; and
- A qualifying patient record is only accessed by an Agent authorized by the Company's policies and procedures to access the qualifying patient record;
- A qualifying patient record is provided to the Department for review upon request;
- A qualifying patient record is maintained for five (5) years from the date of the qualifying patient's or qualifying patient's caregiver's last request for medical marijuana from the dispensary.

B. If the Company maintains qualifying patient records electronically, the Company and the Agent shall ensure that:

- There are safeguards to prevent unauthorized access (i.e., secured sites which the Company has set up through Virtual Office and MJ Freeway), and
- The date and time of an entry in a qualifying patient record is recorded electronically by an internal clock.

C. The Company and Agent ensure that a qualifying patient's record for the qualifying patient who requests or whose designated caregiver on behalf of the qualifying patient requests medical marijuana from the Company contains qualifying patient information that includes:

- The qualifying patient's name;
- The qualifying patient's date of birth; and
- The name of the qualifying patient's designated caregiver, if applicable;

D. The Company Agents will document any patient education and support materials provided to the qualifying patient or the qualifying patient's designated caregiver, including a description of the materials and the date the materials were provided. If documentation is requested and the qualifying patient or qualifying patient's caregiver does not receive it, the Agent will record;

- The date
- The name and registry identification number of the individual who requested the medical marijuana, and
- The Company's reason for refusing to provide the medical marijuana.

## **Section 9 Inventory Control System and Cultivation Site (R-17-316)**

The Company will designate in writing a dispensary agent who has oversight of the dispensary's medical marijuana inventory control system.

The Company's policy, which is overseen by the Office Administrator Agent and the Medical Director, is in compliance with the ADHS Rules and Regulations and Arizona revised Statutes, permitting the Company to only acquire marijuana from:

- The Company's cultivation site,
- Another dispensary or another dispensary's cultivation site,
- A qualifying patient authorized by the AHDS to cultivate marijuana, or
- A designated caregiver authorized by the ADHS to cultivate marijuana.

All Agents are trained on an inventory control system using MJ Freeway for the Company's medical marijuana patient records and inventory control that documents the items listed below. All Agents are required to use this software and have training and a full understanding of it. Training is available from the Office Administrator Agent upon hire and from JF Freeway for additional training.

The Company's policy as well as the responsibility of the Office Administrator Agent to oversee compliance of our Agents and ensure there is a record of the following concerning the



medication and inventory control system, using MJ Freeway, to show each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable marijuana, and ending inventory.

**9.1 When acquiring medical marijuana from a qualifying patient or designated caregiver;**

- A description of the medical marijuana acquired including the amount and strain,
- The name and registry identification number of the qualifying patient or designated caregiver who provided the medical marijuana,
- The name and registry identification number of the dispensary agent receiving the medical marijuana on behalf of the dispensary, and
- The date of the acquisition,

**9.2 When acquiring medical marijuana from another dispensary;**

- A description of medical marijuana acquired including the amount, strain, and batch number;
- The name and registry identification number of the dispensary and the dispensary agent who provided the medical marijuana;
- The name and registry identification number of the dispensary agent receiving the medical marijuana on behalf of the dispensary; and
- The date of acquisition.

**9.3 Each batch of marijuana cultivated must include the following:**

- The batch number;
- Whether the batch originated from marijuana seeds or marijuana cuttings;
- The origin and strain of marijuana seed or marijuana cutting planted;
- The number of marijuana seeds or marijuana cuttings planted
- The date the marijuana seeds or cuttings were planted;
- A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers used in the cultivation;
- The number of female plants grown to maturity;
- Harvest information including, date of harvest, final processed usable marijuana yield weight, and name and registry identification number of the dispensary agent for the harvest;
- The disposal of medical marijuana that is not usable marijuana including, description of and reason for the marijuana being disposed of, if applicable, the number of any

failed or other unusable plants, date of disposal, method of disposal and name and registry identification number of the dispensary agent responsible for the disposal.

**9.4 When providing medical marijuana to another dispensary:**

- The amount, strain, and batch number of medical marijuana provided,
- The name and registry identification number of the other dispensary,
- The name and registry identification number of the dispensary agent who received the medical marijuana on behalf of the other dispensary, and
- The date the medical marijuana was provided.

**9.5 When receiving edible food products infused with medical marijuana from another dispensary:**

- A description of the edible food products received from the dispensary, including total weight of each edible food product, estimated amount and batch number of the medical marijuana infused in each edible products;
- Total estimated amount and batch number of medical marijuana infused in the edible food products;
- The name and registry identification number of the dispensary and the dispensary agent providing the edible food products to the receiving dispensary,
- Dispensary agent receiving the edible food products on behalf of the dispensary;
- The date the edible food products were provided to the dispensary.

The Company will establish and implement an inventory control system for the dispensary's medical marijuana that documents each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable marijuana, and ending inventory;

To be in compliance with ADHS Rules and Regulations and the Arizona Revised Statutes, R9-17-316) the Medical Director, with the assistance of the Office Administrator Agent, is responsible for conducting and documenting an audit of the dispensary's inventory that is accounted for according to generally accepted accounting principles on the 30<sup>th</sup> day of each month (at least once every thirty (30) calendar days).

If the audit identifies a reduction in the amount of medical in the Company's inventory not due to documented causes, the Company will determine where the loss occurred and document the corrective action.

If the reduction in the amount of medical marijuana in the Company's inventory is due to suspected criminal activity by a dispensary agent, the dispensary will report the dispensary agent to the ADHS and to local law enforcement authorities.

The Company's policy and the responsibility of the Office Administrator Agent is to maintain all documentation at the Company for five (5) years from the date on the document regarding the inventory control system; and

The Company's policy, the Office Administrator Agent, is to provide the documentation related to the inventory control system to the ADHS immediately for review upon request.

### **Section 10 Product Labeling and Analysis (R9-17-317)**

The Company's policy is to ensure that the Agents employed with the Company, with oversight by the Medical Director, ensure that medical marijuana provided by the Company to a qualifying patient or a designated caregiver is labeled with:

- The Company's registry identification number;
- The amount, strain, and batch number of medical marijuana;
- The following statement **“ARIZONA DEPARTMENT OF HEALTH SERVICES’ WARNING: Marijuana can be addictive and can impair and contains carcinogens and can lead to an increased risk for cancer, tachycardia, hypertension, heart attack and lung infections. KEEP MARIJUANA OUT OF REACH OF CHILDREN AND ANY UNAUTHORIZED INDIVIDUAL”**;
- If not cultivated by the Dispensary, whether the medical marijuana was obtained from a qualifying patient, a designated caregiver, or another dispensary.
- The date of manufacture, harvest, or sale.
- A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation and production of the medical marijuana; and
- The registry identification number of the qualifying patient.

It is the Company's policy, and in compliance with the ADHS Rules and Regulations and Arizona Revised Statutes, that if the Company provides medical marijuana cultivated by the Company to another dispensary, the Company's agents, overseen by the Medical Director, shall ensure that the medical marijuana is labeled with:

- The dispensary's registry identification number;
- The amount, strain, and batch number of the medical marijuana;
- The date of harvest or sale; and
- A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation of the medical marijuana.

### **Section 11 Edible Food Products (R9-17-319)**

It is the Company's policy in compliance with the ADHS Rules and Regulations and the Arizona Revised Statutes that if medical marijuana is provided as part of an edible food product, the Company and our Agents, overseen by the Medical Director, that in addition to the information above, include on the label the total weight of the edible food product.

If the Company prepares, sells or dispenses marijuana-infused edible food products the Company will obtain written authorization from ADHS. The Company will ensure that the marijuana-infused edible food products are prepared according to the applicable requirements in 9 A.A.C. 8, Article 1.

If the Company does not prepare edible foods, the Company will obtain and maintain a copy of the current written authorization to prepare marijuana-infused edible food products from the dispensary that prepares the edible products.

The Company will ensure that the marijuana-infused edible food products are sold or dispensed according to applicable requirements in 9 A.A.C.8, Article 1.

The Company is responsible for the content and quality of any edible food product sold or dispensed by the dispensary.

It is the Company policy in compliance with the ADHS Rules and Regulations and the Arizona Revised Statutes, that the Company and by the Office Administrator Agent or Medical Director a sample will be provided to the ADHS upon request of the Company's marijuana-infused edible products inventory of sufficient quantity to enable the AHDS to conduct an analysis of the medical marijuana.

The Company will supply notice of warning to all patients who purchase edible products to keep products away from some children.

## **Section 12 Security (R9-17-318)**

The Company will have the following security for the dispensary:

- Devices to detect unauthorized intrusion,
- Exterior lighting to facilitate surveillance;
- Electronic monitoring including at least one 19-inch or greater call-up monitor, a video printer capable of immediately producing a clear still photo from any video camera image, and video cameras. The video cameras will provide coverage of all entrances to and exits from limited access areas and all entrances to and exits from the building, and capable of identifying any activity occurring in or adjacent to the building. The cameras will have a recording resolution of a least 704 x 480.
- A video camera will be at each point of sale, allowing for the identification of any qualifying patient or designated caregiver purchasing medical marijuana
- A video camera will be in each grown room, capable of identifying any activity occurring with the grow room in low light conditions,
- Storage of video recordings from the video cameras for at least 30 calendar days,
- Failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system, and
- Sufficient battery backup for video cameras and recording equipment to support at least five minutes of recording in the event of a power outage;

- Panic buttons in the interior of each building.

All Employees will be trained in restricted access to the areas of the dispensary and cultivation site to authorized individuals only.

### **Section 13 When Transporting Medical Marijuana**

The transporting Agent must complete a trip plan that includes:

- The name of the Dispensary Agent in charge of transporting the marijuana;
- The date and start time of the trip
- A description of the marijuana, marijuana plants or marijuana paraphernalia being transported
- Anticipated route of transportation; and
- Provide a copy of the trip plan to the Dispensary.

If the Dispensary transports marijuana as listed above, during transportation, the Agent shall:

- Carry a copy of the trip plan with the Agent for the duration of the trip;
- Use a vehicle without any medical marijuana identification;
- Has a means of communication with the Dispensary, and
- Ensure that the marijuana, marijuana plants, or marijuana paraphernalia are not visible;

At the completion of the trip, the Dispensary Agent shall enter the end time of the trip and any changes to the trip plan.

### **Section 14 Cleaning and Sanitation**

The Company will ensure that any building or equipment used by the dispensary for cultivation, harvest, preparation packaging, storage, infusion or sale of medical marijuana is maintained in a clean and sanitary condition.

- Medical marijuana in the process of production, preparation, manufacture, packing, storage, sale, distribution or transportation is protected from flies, dust, dirt and all other contamination;
- Refuse or waste products incident to the manufacture, preparation, packing, selling distributing, or transportation of medical marijuana are removed from the buildings used as a dispensary and, if applicable, a building at the dispensary's cultivation site at least once every 24 hours or more often as necessary to maintain a clean condition.

- All trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, or the machinery used in moving, handling, cutting, chopping, mixing, canning, packaging, or other processes are cleaned daily.
- All edible food products are securely covered.

The Agents in the dispensary and cultivation site will clean their hands and any exposed portions of the Agent's arms in a hand washing sink:

- Before preparing medical marijuana including working with food, equipment and utensils;
- During preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;
- After handling soiled equipment or utensils;
- After touching bare human body parts other than the dispensary Agent's clean hands and exposed portions of arms;
- After using the toilet room

When the Agent is working directly with the preparation of medical marijuana or the infusion of marijuana into non-edible products:

- The Agent's fingernails will be trimmed, filed, and maintained so that the edges and surfaces are cleanable;
- Unless wearing intact gloves in good repair, will not have fingernail polish or artificial fingernails on the Agent's fingernails; and
- Wears protective apparel such as coats, aprons, gowns, or gloves to prevent contamination;

The Agents will wear clean clothing appropriate to assigned tasks. All Agents will report to the medical director any health condition experienced by the dispensary Agent that may adversely affect the safety or quality of any medical marijuana with which the dispensary Agent may come in contact. If the Medical Director determines that a dispensary Agent has a health condition that may adversely affect the safety or quality of the medical marijuana, is prohibited from direct contact with any medical marijuana or equipment or materials for processing medical marijuana until the medical director determines that the dispensary agent's health condition will not adversely affect the medical marijuana.

In the physical plant, the dispensary is located at least 500 feet from a private or public school. The dispensary provides on-site parking or parking adjacent to the building used in the dispensary. The building used as the dispensary's cultivation site has:

- At least one toilet room with flushable toilet, mounted toilet tissue, a sink with running water, soap contained in a dispenser and disposable, single-use paper towels in a mounted dispenser or a mechanical air hand dryer.
- At least one hand washing sink not located in a toilet room;

- Designated storage areas for medical marijuana or materials used in direct contact with medical marijuana separate from storage areas for toxic or flammable materials; and
- If preparation or packaging of medical marijuana is done in the building, a designated area for the preparation or packaging that includes work space that can be sanitized and is only used for the preparation or packaging of medical marijuana.

For each commercial device used the dispensary will: A.R.S. 36-2806

- Ensure commercial device is licensed or certified pursuant to A.R.S. 41-2091;
- Maintain documentation of the commercial device' license or certification, and
- Provide a copy of the commercial device's license or certification to the Department for review upon request.

The Company is operated on a not-for-profit basis. The dispensary and cultivation have a single secure entrance. The dispensary provides no compensation for medical marijuana acquired from qualifying patients and designated caregivers. The dispensary does not permit any person to consume marijuana on the property of the dispensary or cultivation site.

### **Section 15 Performance Reviews**

Because our Agents' performance is vital to our success, we conduct periodic reviews of individual Agent performance. We hope that, through these reviews, our Agents will learn what we expect of them, and we will learn what they expect of us.

We require all Agents to participate in the review process. Failure to participate could lead to discipline, up to and including termination.

Employee evaluations will be conducted once a year on the employee's employment anniversary. Evaluations will include attitude, productivity, quality of work, knowledge of the product, initiative, communication, cooperation, punctuality and attendance, goals and objectives with recommendations for future development with the Company.

To learn more about our performance review system, contact the Office Administrator Agent.



## **At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook**

**Employee:**

I acknowledge that I have been provided with a copy of the Ultra Health - Florence (the "Company") Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Administrative Agent

## SECTION 2

# APPLICATION FOR EMPLOYMENT

(Pre-Employment Questionnaire) (An Equal Opportunity Employer)

## PERSONAL INFORMATION

			<b>DATE</b>
<b>NAME</b>			<b>SOCIAL SECURITY NUMBER</b>
LAST	FIRST	MIDDLE	
<b>PRESENT ADDRESS</b>			
STREET	CITY	STATE	ZIP
<b>PERMANENT ADDRESS</b>			
STREET	CITY	STATE	ZIP
<b>PHONE NO.</b>	<b>ARE YOU 18 YEARS OR OLDER?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>ARE YOU PREVENTED FROM LAWFULLY BECOMING EMPLOYED IN THIS COUNTRY BECAUSE OF VISA OR IMMIGRATION STATUS?</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>

LAST

## EMPLOYMENT DESIRED

<b>POSITION</b>	<b>DATE YOU CAN START</b>	<b>SALARY DESIRED</b>
<b>ARE YOU EMPLOYED NOW?</b>	<b>IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER?</b>	
<b>EVER APPLIED TO THIS COMPANY BEFORE?</b>	<b>WHERE?</b>	<b>WHEN?</b>
<b>REFERRED BY</b>		

FIRST

EDUCATION	NAME AND LOCATION OF SCHOOL	*NO OF YEARS ATTENDED	*DID YOU GRADUATE?	SUBJECTS STUDIED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

MIDDLE

## GENERAL

**SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK**

---

**SPECIAL SKILLS**

---

**ACTIVITIES: (CIVIC ATHLETIC ETC.)**  
EXCLUDE ORGANIZATIONS, THE NAME OF WHICH INDICATES THE RACE, CREED, SEX, AGE, MARITAL STATUS, COLOR OR NATION OF ORIGIN OF ITS MEMBERS.

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<b>U. S MILITARY OR NAVAL SERVICE</b>	<b>RANK</b>	<b>PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES</b>
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\*This form has been revised to comply with the provisions of the Americans with Disabilities Act and the final regulations and interpretive guidance promulgated by the EEOC on July 26, 1991.

**FORMER EMPLOYERS** (LIST BELOW LAST THREE EMPLOYERS, STARTING WITH LAST ONE FIRST).

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

WHICH OF THESE JOBS DID YOU LIKE BEST?

WHAT DID YOU LIKE MOST ABOUT THIS JOB?

**REFERENCES:** GIVE THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

	NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
1				
2				
3				

THE FOLLOWING STATEMENT APPLIES IN: MARYLAND & MASSACHUSETTS. [Fill in name of state.]  
 IT IS UNLAWFUL IN THE STATE OF \_\_\_\_\_ TO REQUIRE OR ADMINISTER A LIE DETECTOR TEST  
 AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. AN EMPLOYER WHO VIOLATES THIS LAW SHALL  
 BE SUBJECT TO CRIMINAL PENALTIES AND CIVIL LIABILITY.

Signature of Applicant

IN CASE OF  
EMERGENCY NOTIFY

NAME ADDRESS PHONE NO.

"I CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME ON THIS APPLICATION IS TRUE AND COMPLETE, AND I UNDERSTAND THAT IF ANY FALSE INFORMATION, OMISSIONS, OR MISREPRESENTATIONS ARE DISCOVERED, MY APPLICATION MAY BE REJECTED AND, IF I AM EMPLOYED, MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME. IN CONSIDERATION OF MY EMPLOYMENT, I AGREE TO CONFORM TO THE COMPANY'S RULES AND REGULATIONS, AND I AGREE THAT MY EMPLOYMENT AND COMPENSATION CAN BE TERMINATED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME, AT EITHER MY OR THE COMPANY'S OPTION. I ALSO UNDERSTAND AND AGREE THAT THE TERMS AND CONDITIONS OF MY EMPLOYMENT MAY BE CHANGED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME BY THE COMPANY. I UNDERSTAND THAT NO COMPANY REPRESENTATIVE, OTHER THAN IT'S PRESIDENT, AND THEN ONLY WHEN IN WRONG AND SIGNED BY THE PRESIDENT, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING.

DATE SIGNATURE

DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY: DATE:

REMARKS:

NEATNESS ABILITY

HIRED:  Yes  No POSITION DEPT.

SALARY/WAGE DATE REPORTING TO WORK

APPROVED: 1. EMPLOYMENT MANAGER 2. DEPT. HEAD 3. GENERAL MANAGER

## SECTION 3

## Drug Test

I \_\_\_\_\_, of \_\_\_\_\_ Arizona hereby agree, upon a request made under the drug testing policy of Ultra Health - Florence, to submit to a drug test and to furnish a sample of my urine, breath, and/or blood for analysis.

I understand and agree that if I at any time refuse to submit to a drug test under Employer policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination.

I further authorize and give full permission to have the Employer and/or its Employer physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Employer and/or to any governmental entity involved in a legal proceeding or investigation connected with the test.

Finally, I authorize the Employer to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless the Employer, Employer physician, and any testing laboratory the Employer might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug test, even if a Employer or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results.

I will further hold harmless the Employer, its Employer physician, and any testing laboratory the Employer might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I understand that the Employer will require a drug screen test under this policy whenever I am involved in an on-the-job accident or injury under circumstances that suggest possible involvement or influence of drugs in the accident or injury event.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **SECTION 4**

## Medical Marijuana Program Fingerprinting Instructions

Please note that fingerprinting instructions and other instructions may change. Please refer back to the ADHS website for the most current information. Please read these entire instructions carefully before you begin the fingerprinting process.

### **General Information**

In accordance with Arizona Revised Statutes (A.R.S.) §36-2819, fingerprints are required to be submitted to conduct a state and federal criminal records check for the following individuals:

- a designated caregiver (Arizona Administrative Code (A.A.C.) R9-17-202(F)(6)(k));
- a custodial parent and/or legal guardian acting as a designated caregiver for a patient under 18 years of age (A.A.C. R9-17-202(G)(9)); and
- a dispensary agent individual (A.A.C. R9-17-311(7)) who
  - is serving as a principal officer or board member for the dispensary\*
  - is employed by or contracted with the dispensary
  - is providing volunteer services at or on behalf of the dispensary

*\*Please note that if fingerprint cards were recently submitted to the Department as part of a Dispensary Registration Certificate Application or a Designated Caregiver Registry ID Card Application within the previous 6 months, the principal officers and board members that submitted fingerprint cards may not need to resubmit fingerprint cards with the Dispensary Agent Registry ID Card Application.*

The Arizona Department of Public Safety (AzDPS) may exchange this fingerprint data with the Federal Bureau of Investigation (FBI) without disclosing that the records check is related to the Medical Marijuana Act and acts permitted by it. When the results of the state and FBI records search are no longer needed, the Arizona Department of Health Services (ADHS) will destroy these records and related fingerprint cards.

Because one set of fingerprints may be illegible, ADHS requires submitting two sets of original fingerprints in order to expedite processing. Prints must be taken by someone experienced in rolling fingerprints. Please be sure that the prints are legible. If they are smudged or blurred, the prints will be rejected.

### **Where to Obtain Fingerprinting Services**

Check with your local law enforcement agency to determine if they provide the fingerprint card and public fingerprinting services. You may also check for a private fingerprinting company to provide this service. While requirements may vary from location to location, have at least one valid form of Government-issued identification with a photograph available. Sign the card in the presence of the law enforcement officer or the fingerprint technician. You may be charged a fee by the fingerprinting entity for the "rolling" of your fingerprints. You must have the individual rolling your fingerprints sign the card in the designated space. You must use the blue and white fingerprint card #FD-258. You should be provided with the appropriate fingerprint card by either the law enforcement agency or private company you use. *Please note that AzDPS will not provide the fingerprint card stock nor complete the fingerprinting.*

### **Where to Mail Completed Fingerprint Cards and "Fingerprint Submission Information" Sheet**

Once you have completed your application on-line, the system will direct you to print out your application. The printed application will include a page titled "Fingerprint Submission Information." Please include a copy of this page only from the application along with the two sets of original fingerprints.



Please mail fingerprint cards and the "Fingerprint Submission Information" sheet from the application to:

Arizona Department of Health Services  
P.O. Box 19000  
Phoenix, AZ 85005

Please mail cards in an envelope that will not cause the fingerprint card to be folded or creased. All cards must be mailed to ADHS. DO NOT send the fingerprint cards to the AzDPS or the FBI.

**Sample Fingerprint Card and Required Information**  
(The information may be typed or legibly printed)

<b>APPLICANT</b>		TYPE OR PRINT ALL INFORMATION IN BLACK		FBI	
LEAVE BLANK		LAST NAME <b>SAMPLE</b> FIRST NAME <b>JANE</b> MIDDLE NAME <b>DENISE</b>		LEAVE BLANK	
RESIDENCE OF PERSON FINGERPRINTED		ALIASES AKA <b>DOUGH, JANE D</b>		DATE OF BIRTH (MM/DD) <b>05/05/55</b>	
RESIDENCE <b>222 SKY WALKER DR WONDERFUL, AZ 87552</b>		CHILDREN <b>012</b>		SEX <b>F</b> RACE <b>W</b> HT <b>52</b> WT <b>120</b> EYES <b>BRO</b> HAIR <b>BLK</b> PLACE OF BIRTH (CO) <b>AZ</b>	
DATE		YOUR IND. OCA <b>LEAVE BLANK</b>		LEAVE BLANK	
SIGNATURE ON OFFICIAL FINGERPRINTS		FBI NO. (FBI)		LEAVE BLANK	
EMPLOYER AND ADDRESS <b>LEAVE BLANK</b>		ARMED FORCES NO. (MNI)		LEAVE BLANK	
REASON FINGERPRINTED <b>LEAVE BLANK</b>		SOCIAL SECURITY NO. (SOC) <b>555-55-5555</b>		LEAVE BLANK	
		PASSPORT NO. (MNI) <b>LEAVE BLANK</b>			
1. R. THUMB	2. R. INDEX	3. R. MIDDLE	4. R. RING	5. R. LITTLE	
6. L. THUMB	7. L. INDEX	8. L. MIDDLE	9. L. RING	10. L. LITTLE	
		<b>SAMPLE ONLY</b>			
LEFT FOUR FINGERS TAKEN SEPARATELY		RIGHT FOUR FINGERS TAKEN SEPARATELY			

The following information MUST be completed on both cards:

Last Updated 4.24.12

- **Name:** The applicant's full name should be in the last name, first name, middle name sequence.
- **Date of Birth:** Date of birth should be in MM/DD/YY format.
- **Place of Birth:** Enter the two letter state abbreviation and if the Place of Birth is a foreign country, please spell the name out.
- The date the applicant was fingerprinted and the signature of the person taking the prints should be placed in the appropriate blocks.
- **Aliases/AKA:** Enter any known aliases, including maiden names.
- **Residence of Person Fingerprinted:** List the street address, city, and state of the person being fingerprinted. Enter the residence address, not mailing address.
- **Signature of Person Fingerprinted:** Applicant to sign in ink.
- **Social Security Number:** Enter the applicant's social security number.
  
- **Sex:** Use M for Male and F for Female.
- **Race:** Use the following letters:  
W – White      H – Hispanic  
B – Black      I – American Indian or Alaskan Native  
A – Asian or Pacific Islander      U – Unknown
- **HGT (Height):** Enter height in feet and inches such as 5'7", not 71 inches. Do not use fractions.
- **WGT (Weight):** Enter weight in pounds as a whole number. For example, 180 pounds is 180.
- **Eyes:** Your eye color. Use the following abbreviations:  
BLK – Black      BLU – Blue  
BRO – Brown      GRY – Grey  
GRN – Green      HZL – Hazel
- **Hair:** Your hair color. Use the following abbreviations:  
BLK – Black      BRO – Brown  
GRY – Grey      RED – Red  
WHI – White      BAL – Bald  
BLD – Blonde      XXX – Unknown

**Fingerprinting DOs and DON'Ts**

Type or print all information in black.	Highlight any of the fingerprint portions of the card.
Indicate any amputations or missing fingers at birth in the correct finger blocks.	<b>DO NOT</b> complete any "Leave Blank" fields on the card
See instructions on the reverse of the card regarding other physical problems in taking a good set of fingerprints.	
Ensure a complete set of fully rolled and inked fingerprint impressions are submitted. Fingerprints must be rolled from side of nail to side of nail. All impressions must be within the Blue Box, no overlapping, for each print.	
Ensure all impressions are taken in the proper order and are legible.	

## **SECTION 5**

## **EMPLOYMENT CONTRACT**

This Employment Contract (this "Contract") is made effective as of \_\_\_\_\_, by and between Ultra Health – Florence, 2501 N Pinal Parkway Ave, AZ 85132 and \_\_\_\_\_, of \_\_\_\_\_, Arizona, \_\_\_\_\_.

A. Ultra Health – Florence is engaged in the business of Medical Marijuana will primarily perform the job duties at the following location: \_\_\_\_\_, Arizona.

B. Ultra Health - Florence desires to have the services of \_\_\_\_\_.

C. \_\_\_\_\_ is willing to be employed by Ultra Health - Florence.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Ultra Health - Florence shall employ \_\_\_\_\_ as a(n) Administrative Assistant. \_\_\_\_\_ shall provide to Ultra Health - Florence the following services: Administrative Assistant responsible for answering phones, making appointments, scheduling \_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Ultra Health - Florence and Ultra Health - Florence's supervisory personnel. \_\_\_\_\_ shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to \_\_\_\_\_ from time to time by Ultra Health - Florence.

**2. BEST EFFORTS OF EMPLOYEE.** \_\_\_\_\_ agrees to perform faithfully, industriously, and to the best of \_\_\_\_\_'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Ultra Health - Florence. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Ultra Health - Florence may require from time to time.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by \_\_\_\_\_ under this Contract, Ultra Health - Florence will pay \_\_\_\_\_ \$ \_\_\_\_\_ per hour. This amount shall be paid semi-monthly on the 5th day and the 20th day of the month. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that \_\_\_\_\_ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which \_\_\_\_\_ has not yet been paid, and for any commission earned in accordance with Ultra Health - Florence's customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and Ultra Health - Florence's customary procedures. This section of the Contract is included only

for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

*A. Right to Inspect.* \_\_\_\_\_, or \_\_\_\_\_'s agent, shall have the right to inspect Ultra Health - Florence's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as Ultra Health - Florence may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by Ultra Health - Florence.

**5. EXPENSE REIMBURSEMENT.** Ultra Health - Florence will reimburse \_\_\_\_\_ for "out-of-pocket" expenses incurred by \_\_\_\_\_ in accordance with Ultra Health - Florence's policies in effect from time to time.

**6. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** \_\_\_\_\_ shall provide Ultra Health - Florence with all information, suggestions, and recommendations regarding Ultra Health - Florence's business, of which \_\_\_\_\_ has knowledge, that will be of benefit to Ultra Health - Florence.

**7. CONFIDENTIALITY.** \_\_\_\_\_ recognizes that Ultra Health - Florence has and will have information regarding the following:

- products
- customer lists

and other vital information items (collectively, "Information") which are special and unique assets of Ultra Health - Florence. \_\_\_\_\_ agrees that \_\_\_\_\_ will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Ultra Health - Florence.

\_\_\_\_\_ will protect the Information and treat it as strictly confidential. A violation by \_\_\_\_\_ of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

**8. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that \_\_\_\_\_ has disclosed (or has threatened to disclose) Information in violation of this Contract, Ultra Health - Florence shall be entitled to an injunction to restrain \_\_\_\_\_ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Ultra Health - Florence shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**9. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT.** The confidentiality provisions of this Contract shall remain in full force and effect for a 2-years period after the termination of \_\_\_\_\_'s employment. During such 2-years period, neither party shall make or permit the making of any public announcement or statement of any kind that \_\_\_\_\_ was formerly employed by or connected with Ultra Health - Florence.

**10. NON-COMPETE AGREEMENT.** \_\_\_\_\_ recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to \_\_\_\_\_, \_\_\_\_\_ agrees and covenants that for a period of 2 years following the termination of this Contract, whether such termination is voluntary or involuntary, \_\_\_\_\_ will not directly or indirectly engage in any business competitive with Ultra Health - Florence. This covenant shall apply to the geographical area that includes all of the State of Arizona. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Ultra Health - Florence for the benefit of a third party that is engaged in such business. \_\_\_\_\_ agrees that this non-compete provision will not adversely affect \_\_\_\_\_'s livelihood.

**11. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** \_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Ultra Health - Florence without first obtaining the express written consent of Ultra Health - Florence.

**12. BENEFITS.** \_\_\_\_\_ shall be entitled to employment benefits, including holidays, personal leave, sick leave, vacation, health insurance, disability insurance, life insurance and pension plan as provided by Ultra Health - Florence's policies in effect from time to time.

**13. TERM/TERMINATION.** \_\_\_\_\_'s employment under this Contract shall be for an unspecified term on an "at will" basis. If \_\_\_\_\_ is in violation of this Contract, Ultra Health - Florence may terminate employment without notice and with compensation to \_\_\_\_\_ only to the date of such termination. The compensation paid under this Contract shall be \_\_\_\_\_'s exclusive remedy.

**14. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_ agrees to comply with all of the rules and regulations of Ultra Health - Florence.

**15. RETURN OF PROPERTY.** Upon termination of this Contract, \_\_\_\_\_ shall deliver to Ultra Health - Florence all property which is Ultra Health - Florence's property or related to Ultra Health - Florence's business (including keys, records, notes, data, memoranda, models, and equipment) that is in \_\_\_\_\_'s possession or under \_\_\_\_\_'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by \_\_\_\_\_.

**16. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Ultra Health - Florence  
2501 N Pinal Parkway Ave  
Florence, AZ 85233

Employee:

---

Address

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**17. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**18. AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

**19. SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**20. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**21. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Arizona.

**22. SIGNATORIES.** This Agreement shall be signed on behalf of Ultra Health - Florence by \_\_\_\_\_, Director and by \_\_\_\_\_ and effective as of the date first above written.

**EMPLOYER:**  
Ultra Health - Florence

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

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

**AGREED TO AND ACCEPTED.**

**EMPLOYEE:**

\_\_\_\_\_  
Name

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



## **SECTION 6**

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this \_\_\_\_ day of \_\_\_\_\_ by and between Ultra Health - Florence, located at 2501 N Pinal Parkway, Ave, Florence, AZ 85132 ( the" **Disclosing Party**"), and \_\_\_\_\_ with and address at \_\_\_\_\_ (the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding Medical Marijuana Dispensary (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Definition of Confidential Information.**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements

of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

## **2. Disclosure of Confidential Information.**

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

## **3. Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

## **4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the

confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

#### **5. Term.**

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

#### **6. Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

#### **7. Return of Confidential Information.**

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however

that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

**8. Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

**9. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

**10. Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

## 11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the state of Arizona applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The Federal and state courts located in the state of Arizona shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**Disclosing Party**

By \_\_\_\_\_

Name:

Title:

**Receiving Party**

By \_\_\_\_\_

Name:

Title:

## **SECTION 7**



**EMPLOYEE EVALUATION FORM**

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE OF LAST EVALUATION: \_\_\_\_\_

PERIOD OF PRESENT EVALUATION: \_\_\_\_\_ through \_\_\_\_\_

TYPE OF EVALUATION: \_\_\_\_\_

**1. ATTITUDE:**

(a) The extent to which the employee demonstrates a willingness to fulfill position requirements and assigned tasks.

RATING:

COMMENTS:

(b) The extent to which the employee takes appropriate corrective action in response to constructive criticism by supervisor.

RATING:

COMMENTS:

**2. PLANNING AND SCHEDULING:**

The extent to which the employee plans and schedules work for the accomplishment of objectives.

RATING:

COMMENTS:

**3. PRODUCTIVITY:**

The level of output attained by the employee as compared to the standard established for the assigned tasks.

RATING:

COMMENTS:

**4. QUALITY OF WORK:**

The degree to which the employee produces work that is accurate, comprehensive and effectively communicated.

RATING:

COMMENTS:

**5. TIMELINESS:**

The extent to which the employee completes assigned tasks within the allotted time.

RATING:

COMMENTS:

**6. JUDGMENT:**

The extent to which the employee utilizes job knowledge and sound reasoning to analyze situations, resolve problems and reach decisions.

RATING:

COMMENTS:

**7. INITIATIVE:**

The extent to which the employee is self-motivated; takes appropriate action on work related issues without being prompted.

RATING:

COMMENTS:

**8. COMMUNICATION:**

The extent to which the employee communicates effectively and accurately with peers, supervisors and other business contacts. Consider written and verbal communications.

RATING:

COMMENT:

**9. COOPERATION:**

The extent to which the employee cooperates and works harmoniously with peers, supervisors and other business contacts.

RATING:

COMMENTS:

**11. PUNCTUALITY AND ATTENDANCE:**

**PUNCTUALITY:**

RATING:

DAYS LATE: \_\_\_\_\_

COMMENTS:

**ATTENDANCE:**

RATING:

DAYS ABSENT: \_\_\_\_\_

COMMENTS:

**12. TRAINING AND EVALUATION:**

RATING:

COMMENTS:

**13. COMMUNICATION AND EXECUTION OF GOALS AND OBJECTIVES:**

RATING:

COMMENTS:

**RECOMMENDATIONS FOR FUTURE DEVELOPMENT:**

**SIGNATURES**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

(The employee's signature is only an acknowledgment that the evaluation has been completed, examined and discussed in detail and is not to be construed as an agreement with the evaluation.)

\_\_\_\_\_  
NAME (Employee)

\_\_\_\_\_  
DATE

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 8**

## **ULTRA HEALTH - Florence**

### **NEW PATIENT INFORMATION PACKAGE**

We are excited to have you and look forward to building a strong relationship for years to come. The following are just a few rules that we ask you to abide by while you are here.

- You must be at least 18 years of age to enter the facility without a qualified caregiver
- You must have a valid ID from Arizona
- Always have your Medical Marijuana Card when you enter the facility
- Please arrive alone and leave alone
- Please leave all bags with the receptionist at the front entrance
- Please refrain from using your cell phone while visiting
- Please do not medicate while on the premises or in your car
- Please keep your medicine locked in a secure location at all times
- Please do not exchange any money while on the premises

# **MEDICAL CANNABIS (MARIJUANA)**

## **BENEFITS & RISKS OF USE**

### **BENEFITS**

Medical Cannabis comes in two basic types: Sativa and Indica. Each type has its own distinct set of characteristics. The efficacy of cannabis is directly related to strain selection, therefore we recommend care be taken in selecting appropriate strains to meet your needs. Science is beginning to identify particular varieties that are effective for sleep, pain, appetite, and energy, as well as for specific conditions and symptoms.

REMEDY Compassion Center surveys our patients to determine which of our strains has been effective for particular ailments. We will also be researching the medical science and reporting their findings back to our patients. We suggest that patients keep record of their own experience with set and setting at the time of medicating, strains used, dosage, and method of delivery to determine what works best for them.

#### **Cannabis Sativa**

The sativa plant is a tall, slower growing and maturing plant characterized by long, thin leaves. Sativa buds, the part of the plant that contains the most medicine, grow in long, thin, spearlike clusters and can be red or purple in color depending on the environment they grow in. The plants smell sweet and fruity and the smoke is generally mild.

The effect of sativa is often characterized as cerebral, uplifting, and energetic. It provides excellent pain relief for certain symptoms, listed below, and gives a feeling of optimism and well-being. These benefits can be particularly helpful for the psychological component of many illnesses. Sativas are generally better for daytime medication.

Patients have reported that sativa provides the following medicating effects:

- Reduces Nausea
- Reduces Depression
- Relieves headache and migraine
- Reduces pain awareness
- Stimulates appetite
- Energizes and stimulates
- Increases focus and creativity
- Supports immune system

#### **Cannabis Indica**

As opposed to cannabis sativa, indica plants are normally shorter and stockier, reaching between three and six feet tall. Their leaves are short, broad, and deeply serrated and sometimes tinged with a hint of purple and the flowers form in compact, dense clusters. The indica plant has a strong stinky or skunky smell and the smoke is generally heavy and can produce a coughing response.

The medicating effect of indica is predominantly physical, although the relief of certain physical symptoms can have positive emotional results as well. Indicas are characterized as relaxing, sedating, and pain reducing and are excellent at



relieving stress. They produce an overall sense of calm and serenity and are very effective for overall body pain relief, allowing a patient to simply sit still. Indicas are generally best for later in the day and before bed.

Patients have reported that indica provides the following medicating effects:

- Reduces pain Reduces inflammation
- Relaxes muscle spasms
- Stimulates appetite
- Aids sleep
- Reduces headaches and migraines
- Reduces intra-ocular pressure
- Anti-convulsant

### **Hybrids**

Strain crosses, or hybrids, are the result of cross-pollination of various strains. The characteristics, and hence the effects, of one strain will usually be dominant. For example, indica-dominant crosses are good for pain relief, with the sativa component helping with energy, and activity levels. Sativa-dominant crosses are good for stimulating appetite, with the indica component helps reduce body pain and increase relaxation.

Plant products from the Cannabis genus have been shown in historic record, as well as the medical literature, to have many safe and profound medical benefits for a wide range of ailments. Arizona Proposition 203 acknowledges: Cancer, Glaucoma, AIDS/HIV positive, Hepatitis C, ALS (Lou Gehrig's Disease), Crohn's Disease, Agitation of Alzheimer's disease, OR a medical condition of treatment that produces one or more of the following: Cachexia or Wasting Syndrome, Severe and Chronic Pain, Severe Nausea, Seizures, or Severe/Persistent Muscle Spasms; including those characteristic of Multiple Sclerosis. Medical Literature, as well as the legal statute of other states, acknowledges the Medical benefits of cannabis use in many other ailments. Arizona Prop 203 also allows for the petition and further recognition of additional ailments.

Above all, medical cannabis is known for its ability to help people cope with nausea and reduced appetite, pain and discomfort, muscle tension and spasms as well as provide a feeling and sense of overall well-being and comfort. The new cannabis studies that are starting to emerge along with changing laws and public opinion are very exciting for potential treatment advancements.

Another benefit of medicinal cannabis is the rapid onset of relief that patients can achieve through inhalation dosing methods.

Safety is the primary benefit of cannabis use, as there is no overdose level. No one has ever died from ingesting too much cannabis; nor has cannabis ever caused liver or kidney damage or organ failure. This singles out cannabis from other prescribed pain medications as not only being effective, but extremely safe to the human body.

## **RISKS & RISK REDUCTION**

It is true that any smoke or product of combustion potentially contains carcinogens or other products that are harmful to the lungs and body if inhaled.

Some studies may suggest a relationship between cannabis smoke and precancerous cellular changes. However, a review of the medical literature does not conclude a clear causal link between cannabis smoke and an increase in cancer occurrence in humans. Although in general, it is always healthier to avoid the inhalation of smoke and combustion products.

A vaporizer can be used as an alternative to smoking in order to reduce potential risk from smoke, combustion products and heat. Some in the medical community believe repetitive heat delivery to the air passages and lungs may affect lung elasticity and overall, long-term performance.

Risk may be reduced by decreasing the temperature of inhaled smoke or using alternative methods of dosing. Employing a water pipe decreases the temperature of smoke. However, it has been shown that water pipes are a potential vehicle to spread illnesses, such as viruses and even tuberculosis and should be kept clean and sanitized. Alternative to smoking include vaporization, as well as edible dose delivery in capsules, foods or teas. Transdermal delivery through the skin such as in creams and oils, salves, balms, infusions, poultices, soaps, etc. are also effective.

Cannabis is a psycho-active substance, as it is capable of producing profound changes to a person's mental-emotional state. This is one of the reasons that cannabis is such an effective medicine at producing a powerful sense of wellbeing.

The mental-emotional state of a person is very complex and constantly seeking a state of balance. The ingestion of any psycho-active substance has the potential of temporarily upsetting the balance and inducing symptoms such as anger, sadness, anxiety, depression, paranoia, panic attacks, and lack of motivation.

Individuals predisposed to mental-emotional illness or suffering from mental-emotional illness such as schizophrenia, may be of higher risk to cannabis induced mental-emotional imbalances.

Most importantly, one must understand that any time a person ingests a psycho-active substance, there is a risk they may not feel the way they had intended, especially as a result of the ingestion of larger doses. Above all, it should be again noted that no one has every physically overdosed from cannabis, and if any mental-emotional discomfort or anxiety occurs, it will resolve with hours as the medication metabolizes.

Always make sure you are in a safe environment before beginning the ingestion of cannabis or changing dosage.

Cannabis use does not result in physical dependence, nor does discontinuing use lead to serious physical withdrawal symptoms in most patients. However, as a psycho-active substance, the potential risk for psychological dependence does exist. Be aware of abuse signs such as increased frequency and quantity of use, or negative changes in motivation, person responsibilities and/or relationships.

As a psychoactive substance, cannabis may affect a person's decision making and physical coordination. Therefore, no one should operate heavy equipment or motor vehicles while impaired due to the influence of cannabis or any other substance. Cannabis metabolites can remain in one's system for up to 30 days, therefore, patients should be aware that they may test positive for cannabis even when not impaired.

The legal and social status of cannabis may be the greatest risk proposed by cannabis usage. Cannabis is still considered illegal by the United States Federal Government, and as a result there is still the potential for prosecution and punishment; even though the Obama administration's official position is not to pursue patient's possessing a recommendation from their physician.

The illegal status of cannabis and the drug war have kept the price of cannabis at an inflated level that entices people to steal and use violence in order to obtain it. There is a risk of being a victim of this violence. To reduce the potential of this risk, patients should maintain discretion and privacy in regards to the use of medical cannabis.

### **Additional Information:**

- It is unlawful to smoke or ingest Medical Marijuana in public places.
- It is highly recommended that ALL medication be kept in a locked and secure location.
- At all times Medical Marijuana is to be kept out of the reach of children and should not be used while caring for or supervising children.
- It is advised that you consult your employer and the HR department regarding their policies for utilizing and/or being under the influence of Medical Marijuana while working.
- Driving a vehicle and/or operating heavy machinery is strictly prohibited under any circumstances.

## **MEDICAL CANNABIS: METHODS OF DELIVERY & DOSAGE**

Raw botanical medicines such as cannabis can have different levels of constituents, based on different strains, the quality and age, how it was grown and processed. This can lead to different potencies of the botanical medicine and the need to dose it accordingly. Fortunately, cannabis is a botanical medicine that has no known lethal dose and no toxicity; therefore, the dose can be safely adjusted by the patient based on effects without fear of a dangerous physical overdose. As a psychoactive substance, cannabis does have the ability to produce short-term mental emotional discomfort or distress and physical coordination imbalances especially with larger doses. Therefore, it is important to quantify cannabis doses carefully and be aware of how these doses will affect each patient as an individual.

With every new strain of medical cannabis, new batch or with different preparations or modes of administration, the first thing to remember is always to begin with the smallest possible dose, give it plenty of time to completely take effect and take note of how this dose makes you feel. Does it achieve the desired results? Does it induce any negative side effects? If the dose did not achieve the desired results and did not produce any negative side effects then the patient can re-dose with a small incremental increase in dose as needed. If the dose produces any negative side effects reduce the dose or discontinue use and consult your medical cannabis experienced physician. Wait at least one hour for inhalation and at least 3 hours for edibles and transdermal administrations to realize full effect before re-dosing. This process can be repeated until the patient has found the optimum dose that provides the maximum desired results with none of the least amount of negative side effects. A personal medical journal for each patient is the best way to record and determine optimum dosing for each product of medical cannabis.

### **INHALATION/SMOKING**

The most popular method to deliver medical cannabis is through inhalation via smoking. With inhalation, medical cannabis is delivered to the blood stream through the lungs within 2-5 minutes and provides the quickest results. Cannabis can be rolled into paper commonly called a joint, typically holding 1-3 grams of dried product. Clear natural cellulose papers are available with less contaminant than white processed rolling papers. Many types of smoking devices commonly known as pipes are available; including water pipes or bongs that cool and add moisture to cannabis smoke to decrease irritation to throat that may be caused by smoke. It is important to be aware that pipes may leach contaminants and should be made of inert substances. Water pipes may harbor infectious microbes and should be kept clean. Combustion such as smoking can produce products that may be considered carcinogens and unhealthy for human consumption. Although, the preponderance of available scientific studies show no harm in lung function or increased incidence of cancer with moderate cannabis smoking even with long term use. To avoid the combustion products of smoking and still get the benefits of inhalation vaporizers are available. A vaporizer uses an energy source to heat cannabis to a temperature that the oils in the cannabis become a vapor and can be inhaled into the lungs. There are many different vaporizers on the market that vary greatly in quality and price. For first time users or when changing strains or testing new batches, it is recommended to start with one moderate puff or inhalation and record results and effects. Wait at least one hour to know the full effect before deciding to re-dose or increase dose. Inhalation typically has an onset of within a few minutes and a duration peak of 2-3 hours.

## **ORAL/EDIBLE**

Oral (by mouth) delivery of medical cannabis is another effective method of dosing. Currently, the most popular methods of oral administration are foods infused with cannabis commonly called edibles. Many of these cannabis infused foods are in the form of treats such as cookies and candies and have a high sugar content. Patients should be aware that sugar is very inflammatory and can lead to and exacerbate many medical conditions, and therefore, may not be a good choice for most patients, especially on a regular basis. Patients should consult their health care professional on nutritional concerns and take this into consideration when choosing edible medications. These edibles can also vary greatly in potency depending how much medical cannabis was used in the making of the edible and how it was processed. Edibles may be made with doses that are minuscule up to several grams. Know the origins and content of any and everything you ingest. First time and low tolerance users, and users testing new strains or batches ingest one quarter to one half the recommended dose, based on known tolerances and record results and effects. Wait at least 3 hours before deciding to re-dose or increase dose based on effects. Oral administration can take 1-2 hours to take effect and may last 6-8 hours. Oral administration may be the first choice for patients that need extended action such as to last through the night or are in a condition where inhalation may not be possible or practical. Medical cannabis encapsulates can be prepared for oral administration. Empty cellulose capsules can be purchased from your local natural medicine store. Medical cannabis can be ground and placed in these capsules. Coconut or olive oil can be added to help absorption, or they should be consumed with a fat rich meal. Capsules can be made with ¼ gram increments up to one gram. First time and low tolerance users or when changing strains or testing new batches, start with a ¼ to ½ gram dose and record results and effects. A ½ gram dose is a moderate to strong dose for a generally tolerant adult. Remember this varies with the quality and type of the original product.

**DO NOT LEAVE EDIBLES IN THE FRIDGE OR AN OPEN AREA IF YOU HAVE CHILDREN AROUND.** You could face child endangerment charges.

## **EXTRACTIONS/TINCTURES, TEAS, & SKIN PREPARATIONS**

As with most commonly used botanical medicines, extractions can be made with medical cannabis in the form of tinctures, teas and oil-based slaves, lotions and soaps. Tinctures are prepared by soaking the botanical in ethyl alcohol for a time period and then straining the coarse solid material to produce an alcohol extract. The strength can vary greatly depending on the strength and quality of the medical cannabis used in the extraction. Tinctures can be taken by mouth or rubbed on the skin. If the tincture is put in a cup of warm water, it will evaporate off the alcohol to make it more palatable. First time and low tolerance users should begin with ¼ to ½ of the recommended dose and keep record of results and effects. Wait 3 hours to examine full effect before deciding to re-dose or increase dose. As with other medicinal herbs, dried cannabis can be strained through boiling water to make a tea. Medical cannabis can also be infused into oil and rubbed on the skin, most popularly in balms and salves to aid in healing and local musculoskeletal aches and pains.

# **POSSIBLE SIDE EFFECTS AND CONTRAINDICATIONS TO CANNABIS (MARIJUANA) USE**

Side Effects listed by the Arizona Department of Health

## **SHORT TERM EFFECTS:**

- Problems with memory and learning, distorted perception, and difficulty in thinking and problem-solving
- Loss of coordination
- Impairs driving abilities
- High doses:
  - Mental confusion, panic reactions and hallucinations

## **SHORT TERM PHYSICAL EFFECTS:**

- Sedation
- Blood shot eyes
- Increased heart rate
- Coughing
- Increased appetite
- Decreased blood pressure
- Bronchitis
- Bronchial asthma

## **CONTRAINDICATIONS**

- Patients with respiratory disorders exacerbated by smoking should use alternative forms of ingestion.
- Cannabis use may have effects on heart rate and blood pressure. Therefore, patients with severe heart conditions should discuss this with their physician.
- Cannabis may elicit schizophrenic episodes in patients who are predisposed to schizophrenia.
  - Individuals with a past medical history of schizophrenia or family history of schizophrenia may be contraindicated for cannabis use. Discuss with physician.
- Patients with a past history of adverse reactions to cannabis.
- Patients using other prescription mood altering medications or narcotic pain medications should inform their physician of medical marijuana use.
- Pregnancy: Cannabis constituents pass through breast milk and therefore patients should inform physician if currently pregnant considering pregnancy.

## **SIGNS & SYMPTOMS OF SUBSTANCE DEPENDENCE & ABUSE**

The dialog of substance abuse is ongoing and has many different perspectives. The simple medical view can be broken down to chemical and psychological dependence and substance abuse. Dependence is the continued need to use a substance. This may be caused by a chemical dependence, meaning one will potentially become ill or have medically significant withdraw symptoms if they quit or decrease the dose of the substance. Opiate based drugs and medications such as morphine and heroin are known to cause strong chemical dependence. Other substances may not have a strong chemical dependence but can have a psychological dependence. This is associated with an intense uncontrollable sensation or desire to use the substance, discontinued use may result in mood imbalances and symptoms such as irritability. Cannabis (marijuana) is not associated with a chemical dependence. However, does pose potential for psychological dependence.

- Substance abuse is simply defined as the continued use of a substance even though it is causing problems in an individual's life.
- 

## **THINGS TO LOOK FOR TO HELP IDENTIFY SUBSTANCE DEPENDENCE & ABUSE**

- ✓ Increase in substance seeking behavior.
- ✓ Increases in the amount of substance being used.
- ✓ Cannot stop using substance despite desire or attempts to quit.
- ✓ Continued unaffordable spending of money on substance.
- ✓ Spending excessive amounts of time thinking about how to get &/or getting the substance.
- ✓ Engaging in dangerous or illegal activities under the influence of the drug or to obtain the drug.
- ✓ Neglected appearance.
- ✓ Changes in behavior &/or socially inappropriate behavior.

## **Some Common Cannabis Names and Uses**

### **Sativa dominant strains:**

1. Sage – epilepsy, multiple sclerosis, and other seizure related illnesses
2. Sour Diesel – neurological disorders
3. Jack Herer, Haze x (Northern Lights #5 Shiva Skunk) – neurological symptoms, chronic pain, migraine, anti-nausea, PTSD
4. OG Kush Genetics – neurological symptoms, chronic pain and anti-nausea
5. Silver Haze – Crohn's disease and neurological conditions
6. AK-47 Sativa 65%/Indica 35% - anxiety disorders
7. Headband – migraine, anti-nausea, PTSD

### **Indica dominant strains:**

1. Heavy Duty Fruity – physical injuries and chronic pain
2. A-Train – chronic pain, appetite stimulation and decreased ocular pressure
3. Bubblegum – muscle spasms and gastrointestinal relief
4. 4. Four Way – mix of 4 different strains: Indian x Afghani x Pakistani x Skunk #1 – contains high levels of CBD
5. Purple Kush – chronic pain
6. Marlev's Collev – 2 different strains: Jamaica x Afghanistan – chronic pain
7. Hash Plant – 3 different strains: Hash Plant x (Hash Plant x Northern Lights #1) – chronic pain, sleep disorders
8. Tahoe OG – chronic pain, sleep disorders
9. Larry OG – Chronic pain
10. True Blueberry – chronic pain and inflammation



## **SECTION 9**

## **PATIENT TRACKING SYSTEM FOR SYMPTOMS, CANNABIS USAGE AND SIDE EFFECTS**

- A daily log or journal is the best way to evaluate over time, ones benefit and/or negative effects from medical cannabis use by recording information.
- Items to be recorded include:
  - 1) Symptoms
  - 2) Amount and Type of Cannabis Utilized
  - 3) Positive Effects
  - 4) Unwanted Side Effects
- An example of a daily log has been provided that can be photocopied and used to record the above information.
- Patients should use these logs to provide this information to the physician that is recommending their medical cannabis use.
- Symptoms are very important to the treating physician – Please be as specific as possible: include details of onset, quality, duration, associations and severity.
  - Severity of symptoms can be quantified with a number scale 1-10 with 10 being the most severe and 1 being least severe.

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

Reason for Use/Symptoms: \_\_\_\_\_

\_\_\_\_\_

Strain: \_\_\_\_\_

Method of Use: \_\_\_\_\_

\_\_\_\_\_

Amount Used: \_\_\_\_\_

PAIN: N/A 1 2 3 4 5 6 7 8 9 10  
 CACHEXIA: N/A 1 2 3 4 5 6 7 8 9 10  
 NAUSEA: N/A 1 2 3 4 5 6 7 8 9 10  
 SEIZURES: N/A 1 2 3 4 5 6 7 8 9 10  
 MUSCLE SPASMS: N/A 1 2 3 4 5 6 7 8 9 10  
 AGITATION: N/A 1 2 3 4 5 6 7 8 9 10

Post Use Report: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Reason for Use/Symptoms: \_\_\_\_\_

\_\_\_\_\_

Strain: \_\_\_\_\_

Method of Use: \_\_\_\_\_

\_\_\_\_\_

Amount Used: \_\_\_\_\_

PAIN: N/A 1 2 3 4 5 6 7 8 9 10  
 CACHEXIA: N/A 1 2 3 4 5 6 7 8 9 10  
 NAUSEA: N/A 1 2 3 4 5 6 7 8 9 10  
 SEIZURES: N/A 1 2 3 4 5 6 7 8 9 10  
 MUSCLE SPASMS: N/A 1 2 3 4 5 6 7 8 9 10  
 AGITATION: N/A 1 2 3 4 5 6 7 8 9 10

Post Use Report: \_\_\_\_\_

\_\_\_\_\_

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

Reason for Use/Symptoms: \_\_\_\_\_

\_\_\_\_\_

Strain: \_\_\_\_\_

Method of Use: \_\_\_\_\_

\_\_\_\_\_

Amount Used: \_\_\_\_\_

PAIN: N/A 1 2 3 4 5 6 7 8 9 10  
 CACHEXIA: N/A 1 2 3 4 5 6 7 8 9 10  
 NAUSEA: N/A 1 2 3 4 5 6 7 8 9 10  
 SEIZURES: N/A 1 2 3 4 5 6 7 8 9 10  
 MUSCLE SPASMS: N/A 1 2 3 4 5 6 7 8 9 10  
 AGITATION: N/A 1 2 3 4 5 6 7 8 9 10

Post Use Report: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Reason for Use/Symptoms: \_\_\_\_\_

\_\_\_\_\_

Strain: \_\_\_\_\_

Method of Use: \_\_\_\_\_

\_\_\_\_\_

Amount Used: \_\_\_\_\_

PAIN: N/A 1 2 3 4 5 6 7 8 9 10  
 CACHEXIA: N/A 1 2 3 4 5 6 7 8 9 10  
 NAUSEA: N/A 1 2 3 4 5 6 7 8 9 10  
 SEIZURES: N/A 1 2 3 4 5 6 7 8 9 10  
 MUSCLE SPASMS: N/A 1 2 3 4 5 6 7 8 9 10  
 AGITATION: N/A 1 2 3 4 5 6 7 8 9 10

Post Use Report: \_\_\_\_\_

\_\_\_\_\_

## **SECTION 10**

## **CANNABIS (MARIJUANA) DRUG INTERACTIONS**

- Cannabis (marijuana) has no known lethal dose or LD50. This makes cannabis one of the least toxic substances known. Therefore, it has very few drug interactions and low potential to cause combined adverse effects. Although, few have been reported that should be discussed.
- Alcohol effects may be increased when combined with cannabis, increasing risk of dizziness, loss of coordination, nausea and vomiting. Theoretically, cannabis is an anticonvulsant and may suppress vomiting and lead to alcohol poisoning. However, this is not significantly reported.
- Opiate medications are highly toxic, having a high potential for overdose, causing death. Combined cannabis use does not increase the risk of overdose by opiate medications. In fact, studies are suggesting that cannabis may make opiate medications more effective at managing pain at lower doses.
- Sedatives can make patients very drowsy. Combining these medications with cannabis may cause excessive sleepiness. Examples: clonazepam (Klonopin), lorazepam (Ativan), phenobarbital (Donnatal), Zolpidem (Ambien).
- Disulfiram (Antabuse) manufacturer reports that combined use with marijuana may cause irritability and disturbances of sleep.
- SSRI's and other mood altering drugs have had few reports of interactions such as irritability and nervousness. Patients taking these medications should discuss their medical cannabis use with the prescribing physician. Examples: fluoxetine (Prozac) & sertraline (Zoloft).
- Cannabis use, along with other changes in lifestyle and health, may initiate fluctuations in vitals, blood pressure, blood sugar and other parameters that may require alterations to prescription medication recommendations and dosages.

***Always communicate any health &/or medication changes with your primary care physician!***

## **SECTION 11**

## **MEDICAL DIAGNOSIS**

### **DSM-IV Substance Abuse Criteria:**

Substance abuse is defined as a maladaptive pattern of substance use leading to clinically significant impairment or distress as manifested by one (or more) of the following, occurring within a 12-month period:

1. Recurrent substance use resulting in a failure to fulfill major role obligations at work, school, or home (such as repeated absences or poor work performance related to substance use; substance-related absences, suspensions, or expulsions from school; or neglect of children or household).
2. Recurrent substance use in situations in which it is physically hazardous (such as driving an automobile or operating a machine when impaired by substance use)
3. Recurrent substance-related legal problems (such as arrests for substance related disorderly conduct)
4. Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (for example, arguments with spouse about consequences of intoxication and physical fights).

Note: The symptoms for abuse have never met the criteria for dependence for this class of substance. According to the DSM-IV, a person can be abusing a substance or dependent on a substance but not both at the same time.

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### **DSM-IV Substance Dependence Criteria:**

Substance dependence is defined as a maladaptive pattern of substance use leading to clinically significant impairment or distress, as manifested by three (or more) of the following, occurring any time in the same 12-month period:

1. Tolerance, as defined by either of the following: (a) A need for markedly increased amounts of the substance to achieve intoxication or the desired effect or (b) Markedly diminished effect with continued use of the same amount of the substance.
2. Withdrawal, as manifested by either of the following: (a) The characteristic withdrawal syndrome for the substance or (b) The same (or closely related) substance is taken to relieve or avoid withdrawal symptoms.
3. The substance is often taken in larger amounts or over a longer period than intended.
4. There is a persistent desire or unsuccessful efforts to cut down or control substance use.
5. A great deal of time is spent in activities necessary to obtain the substance, use the substance, or recover from its effects.
6. Important social, occupational, or recreational activities are given up or reduced because of substance use.
7. The substance use is continued despite knowledge of having a persistent physical or psychological problem that is likely to have been caused or exacerbated by the substance (for example, current cocaine use despite recognition of cocaine-induced depression or continued drinking despite recognition that an ulcer was made worse by alcohol consumption).

American Psychiatric Association. 1994. Diagnostic and Statistical Manual of Mental Disorders: DSM-IV. Washington D.C.: American Psychiatric Association. (pp. 181-183)

## **SECTION 12**



## Division of Behavioral Health Services

### Substance Addiction

The American Psychiatric Association lists alcohol, amphetamines, barbiturates, cocaine, narcotics, nicotine, and many other chemicals as addictive substances. People are considered chemically dependent if they meet three or more of the following criteria during a 12-month period:

- Needing more of the substance to "feel good" or achieve intoxication
- Having withdrawal symptoms after stopping use or using the substance to avoid those symptoms (see the link for withdrawal symptoms for alcohol, cocaine, narcotics and nicotine below)
- Using more of the substance than usual, or for longer than intended
- Continuing desire for the substance or unsuccessful attempts to cut down or stop using it
- Spending a lot of time to obtain, use, or recover from the substance
- Giving up or cutting back on important social, work-related, or recreational activities
- Continuing to use the substance even though it's causing problems

**What causes addiction?** The National Council on Alcoholism and Substance Abuse calls addiction "a primary, chronic disease with genetic, psychosocial, and environmental factors influencing its development and manifestations. The disease is often progressive and fatal."

**Overcoming addiction** - Addiction seems to come from interplay of emotional, genetic, and learned factors. No matter what the cause, people who are involved in any addiction - and their loved ones - need professional help. Recovery of any addiction is possible, especially at early stages of the addiction.

#### Helpful Links:

**AddictionWithdrawal.com** not only provides a list of the withdrawal symptoms of a variety of substances, but it also has a toll-free number for free assistance.

**The Agape Center** provides a substance abuse treatment facility locator for Arizona.

**AddictionSearch.com** delivers "the latest addiction information on the Internet," a list of Arizona drug and alcohol rehab programs and addiction treatment centers, and **offers counselors 24 hours a day.**

**SAMHSA**, the Substance Abuse and Mental Health Services Administration, offers treatment locators, information by topic, programs, publications, FAQs, and much more.

**CSAT**, the Center for Substance Abuse Treatment, is a division of SAMHSA that "...promotes the quality and availability of community-based substance abuse treatment services for individuals and families who need them."

**The National Institute on Drug Abuse (NIDA)** delivers educational resources based on audience group – including students and young adults, parents, and teachers, etc. – as well as by substance.

**NCADI** is SAMHSA's National Clearinghouse for Drug and Alcohol Information where you can get the latest information on the prevention and treatment of mental and substance use disorders.

**Substance Abuse and Mental Health Services Administration  
Center for Behavioral Health Statistics and Quality  
Substance Abuse Treatment Facility Locator**

<b>Name</b>	<b>Address</b>	<b>Phone</b>	<b>Website</b>
Maverick House	7022 North 48th Avenue Glendale, AZ 85301	(623) 931-5810	www.nova.bz
<b>Primary Focus:</b>	Substance abuse treatment services		
<b>Services Provided:</b>	Substance abuse treatment		
<b>Type of Care:</b>	Residential short-term treatment (30 days or less)		
<b>Forms of Payment Accepted:</b>	Self payment, State financed insurance (other than Medicaid)		
<b>Payment Assistance:</b>	Sliding fee scale (fee is based on income and other factors), Payment assistance (Check with facility for details)		
<b>Special Language Services:</b>	ASL or other assistance for hearing impaired		
Terros Inc	10270 North 67th Avenue Suite 106 Glendale, AZ 85301	(602) 389-3560	
<b>Primary Focus:</b>	Mix of mental health and substance abuse services		
<b>Services Provided:</b>	Substance abuse treatment		
<b>Type of Care:</b>	Outpatient		
<b>Special Programs/Groups:</b>	Persons with co-occurring mental and substance abuse disorders, Women		
<b>Forms of Payment Accepted:</b>	Self payment, Medicaid, Medicare, Private health insurance, Military insurance (e.g., VA, TRICARE)		
<b>Special Language Services:</b>	ASL or other assistance for hearing impaired, Spanish		
Correctional Healthcare Companies Community Health Division	4425 West Glendale Avenue Suite 5 Glendale, AZ 85301	(480) 949-8871	www.justiceservices.com
<b>Primary Focus:</b>	Substance abuse treatment services		
<b>Services Provided:</b>	Substance abuse treatment		
<b>Type of Care:</b>	Outpatient		
<b>Special Programs/Groups:</b>	Adolescents, DUI/DWI offenders, Criminal justice clients		

Name	Address	Phone	Website
Forms of Payment Accepted:	Self payment		
Payment Assistance:	Sliding fee scale (fee is based on income and other factors)		
Special Language Services:	ASL or other assistance for hearing impaired, Spanish		
Treatment Assessment Screening Ctr Inc (TASC)	6409 West Glendale Avenue Suites K-L Glendale, AZ 85301	(623) 842-4535	www.tascaz.org
Primary Focus:	Substance abuse treatment services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient, Partial hospitalization/day treatment		
Special Programs/Groups:	Adolescents, Persons with co-occurring mental and substance abuse disorders, DUI/DWI offenders, Criminal justice clients		
Forms of Payment Accepted:	Self payment, Access to Recovery		
Special Language Services:	Spanish		
West Valley ASAP IOP Program	8607 North 59th Avenue Suite C-6 Glendale, AZ 85302	(602) 434-0249	
Primary Focus:	Substance abuse treatment services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Adolescents		
Forms of Payment Accepted:	Self payment, Private health insurance		
Aurora Behavioral Health System	6015 West Peoria Avenue Glendale, AZ 85302	(623) 344-4444 Intake: (623) 344-4444x4444	www.aurorabehavioral.com
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment, Detoxification, Buprenorphine Services		
Type of Care:	Hospital inpatient, Outpatient, Partial hospitalization/day treatment		
Special Programs/Groups:	Adolescents, Persons with co-occurring mental and substance abuse disorders, Seniors/older adults, DUI/DWI offenders		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, State financed insurance (other than Medicaid), Private health insurance, Military insurance (e.g., VA, TRICARE)		

Name	Address	Phone	Website
Special Language Services:	ASL or other assistance for hearing impaired, French, Spanish		
Addiction Resources Inc	4337 West Indian School Road Suite 107 Phoenix, AZ 85031	(602) 233-9401	www.addictionresourcesinc.com
Primary Focus:	Substance abuse treatment services		
Services Provided:	Substance abuse treatment, Methadone Maintenance, Buprenorphine Services		
Type of Care:	Outpatient		
Special Programs/Groups:	Pregnant/postpartum women		
Forms of Payment Accepted:	Self payment		
Exclusive Services:	Methadone and Buprenorphine Clients Only		
Community Medical Services Northern	2301 West Northern Avenue Phoenix, AZ 85021	(602) 866-9378	www.addictiontx.net
Primary Focus:	Substance abuse treatment services		
Services Provided:	Substance abuse treatment, Methadone Maintenance, Methadone Detoxification, Buprenorphine Services		
Type of Care:	Outpatient		
Forms of Payment Accepted:	Self payment, State financed insurance (other than Medicaid)		
Special Language Services:	ASL or other assistance for hearing impaired		
Exclusive Services:	Methadone and Buprenorphine Clients Only		
Family Service Agency	3101 West Peoria Avenue Suite A-201 Phoenix, AZ 85029	(602) 264-9891	www.fsaphoenix.org
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Persons with co-occurring mental and substance abuse disorders		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, State financed insurance (other than Medicaid), Private health insurance		
Payment Assistance:	Sliding fee scale (fee is based on income and other factors)		

Name	Address	Phone	Website
Special Language Services:	ASL or other assistance for hearing impaired, Spanish		
Center for Excellence Community Bridges Inc	8825 North 23rd Avenue Suite 100 Phoenix, AZ 85021-4148	(602) 861-2255	
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment, Detoxification		
Type of Care:	Outpatient		
Special Programs/Groups:	Adolescents, Persons with co-occurring mental and substance abuse disorders		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, Private health insurance		
Special Language Services:	ASL or other assistance for hearing impaired, Spanish		
TERROS Inc	3864 North 27th Avenue Phoenix, AZ 85017	(602) 685-6000	www.terros.org
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Persons with co-occurring mental and substance abuse disorders, Women, Men, Criminal justice clients		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, Private health insurance		
Payment Assistance:	Sliding fee scale (fee is based on income and other factors), Payment assistance (Check with facility for details)		
Special Language Services:	ASL or other assistance for hearing impaired, Hopi, Russian, Spanish, Tagalog		
New Horizons Counseling Service Inc	5062 North 19th Avenue Suite 102 Phoenix, AZ 85015	(623) 939-6567 Intake: (623) 939-6567x0	www.newhorizonscounselingservice.org
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Persons with co-occurring mental and substance abuse disorders, DUI/DWI offenders, Criminal justice clients		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, State financed insurance (other than Medicaid), Private health insurance		

Name	Address	Phone	Website
Payment Assistance:	Sliding fee scale (fee is based on income and other factors)		
Special Language Services:	ASL or other assistance for hearing impaired		
Intensive Treatment Systems LLC	7102 West Thomas Road Suite 107 Phoenix, AZ 85033	(623) 247-1234 Intake: (602) 248-0550	
Primary Focus:	Substance abuse treatment services		
Services Provided:	Substance abuse treatment, Methadone Maintenance		
Type of Care:	Outpatient		
Forms of Payment Accepted:	Self payment, Medicaid		
Payment Assistance:	Payment assistance (Check with facility for details)		
Special Language Services:	ASL or other assistance for hearing impaired, Spanish		
Exclusive Services:	Methadone Clients Only		
Jewish Family and Childrens Service	3306 West Catalina Drive Phoenix, AZ 85017	(602) 353-0703x13412 Intake: (602) 353-0703	www.jfcsaz.org
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Adolescents, Persons with co-occurring mental and substance abuse disorders, Persons with HIV/AIDS, Seniors/older adults, Women		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, Private health insurance		
Payment Assistance:	Payment assistance (Check with facility for details)		
Special Language Services:	Spanish		
Centro de Amistad Inc	2923 North 33rd Avenue Phoenix, AZ 85017	(602) 393-3840 Intake: (480) 839-2926	
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Persons with co-occurring mental and substance abuse disorders, DUI/DWI offenders		
Forms of Payment Accepted:	Self payment, State financed insurance (other than Medicaid)		
Payment Assistance:	Sliding fee scale (fee is based on income and other factors)		

Name	Address	Phone	Website
Special Language Services:	Spanish		
Casa de Amigas	1648 West Colter Street Suite 8 Phoenix, AZ 85015	(602) 265-9987	www.casadeamigas.org
Primary Focus:	Substance abuse treatment services		
Services Provided:	Substance abuse treatment, Halfway house		
Type of Care:	Residential short-term treatment (30 days or less)		
Special Programs/Groups:	Women		
Forms of Payment Accepted:	Self payment, State financed insurance (other than Medicaid)		
Banner Thunderbird Behavioral Health	5555 West Thunderbird Road Glendale, AZ 85306	(602) 865-5555 Intake: (602) 254-4357 Hotline: (602) 254-4357	www.bannerhealth.com
Primary Focus:	Mental health services		
Services Provided:	Substance abuse treatment, Detoxification, Buprenorphine Services		
Type of Care:	Hospital inpatient, Outpatient		
Special Programs/Groups:	Adolescents, Persons with co-occurring mental and substance abuse disorders		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, State financed insurance (other than Medicaid), Private health insurance, Military insurance (e.g., VA, TRICARE)		
Special Language Services:	ASL or other assistance for hearing impaired		
Youth Evaluation and Treatment Center	4414 North 19th Avenue Phoenix, AZ 85015	(602) 285-5550	www.yetc.org www.valleyclinicalservices.org
Primary Focus:	Mix of mental health and substance abuse services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	Adolescents, Persons with co-occurring mental and substance abuse disorders, DUI/DWI offenders		
Forms of Payment Accepted:	Self payment, Medicaid, State financed insurance (other than Medicaid), Private health insurance		
Payment Assistance:	Sliding fee scale (fee is based on income and other factors)		
Special Language Services:	ASL or other assistance for hearing impaired, Spanish		
The Potters House	4220 North 20th	(602) 254-9701	

Name	Address	Phone	Website
Substance Abuse Center	Avenue Suite 100 Phoenix, AZ 85015		
Primary Focus:	General health services		
Services Provided:	Substance abuse treatment		
Type of Care:	Outpatient		
Special Programs/Groups:	DUI/DWI offenders, Criminal justice clients		
Forms of Payment Accepted:	Self payment, Medicaid, Medicare, State financed insurance (other than Medicaid), Private health insurance		



## SECTION 13

# **MJ Freeway Training Manual**



**ULTRA HEALTH**



# MJ FREEWAY

## SOFTWARE SOLUTIONS

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## NAVIGATION BASICS

### LOGGING IN

MJ Freeway offers two web-based products to provide Seed to Sale tracking for Marijuana, GrowTracker and GramTracker.

Being web based offers several advantages over installing hardware on unsecure hardware, or paying for standalone hardware, and it also defines how you interact with those products.

Every one of our clients is given a unique web address, or URL, that link to their standalone database. This allows all of our clients to maintain privacy for both themselves and for their patients. It is important to note that this URL is case sensitive, and not including the proper capitalization will not bring you to your database.

This URL is typed into the Address Bar in a web browser. For guaranteed compatibility, MJ Freeway recommends and supports the web browser Firefox.



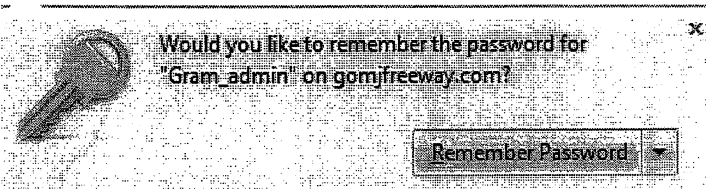
*The address bar in Firefox.*

A good way of looking at the GramTracker site would be similar to your banking website, or Amazon.com. Each and every user to your system should have their own unique username and password, which clearly identifies who they are to the administrator of the system.

When this unique address is typed into the address bar, you'll be taken to a User Login page that asks you for some information:

- **Username:** This is the name of the person trying to log in, as established by the system administrator. Usernames are not case sensitive, but do pay attention to spaces or punctuation.
- **Password:** This is the password for that account. Passwords pay attention to punctuation, and they ARE case sensitive.

*Note: Firefox may ask if you want to "Remember this password." While saving time, this is not recommended by MJ Freeway, as this can compromise the security of your system. Clicking the arrow next to "Remember Password" will allow you other options. MJ Freeway strongly recommends that you select "Never Remember Password for This Site."*





First, we'll log in using the username and password that has been provided to you. Type the username provided into the Username field on the website

Username: \*

Gram\_admin

Enter your MJ Freeway GramTracker username.

Then type the password provided into the Password field on the website.

Password: \*

\*\*\*\*\*

Enter the password that accompanies your username.

Finally, click the "Log In" button at the bottom of the form.



After the system validates your username and password, you'll be logged into GramTracker!

*Note: The first time any user logs in, they will be required to accept the User Agreement form. This is the same user agreement signed when you initially sign for the software. Simply click the checkbox at the bottom, then the "Submit" button*

## User Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE EMPLOYEE, THE INDIVIDUAL, OR THE ENTITY IDENTIFIED AS "CUSTOMER" (AS DEFINED HEREINAFTER) AND MJ FREEWAY LLC. THIS AGREEMENT STATES THE TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY USE MJ FREEWAY. BY CLICKING ON THE ACCEPT BUTTON, INSTALLING, MAKING SOFTWARE INSTALLED ON CUSTOMER'S DESKTOP, COPYING, HAVING "MJ FREEWAY" COPIED ON CUSTOMER'S DESKTOP, USING OR HAVING SOFTWARE USED ON CUSTOMER'S DESKTOP, CUSTOMER INDICATED THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT. IF "MJ FREEWAY" IS REINSTALLED, COPIED OR USED ON DESKTOP OF CUSTOMER, THE TERMS SET FORTH IN THIS AGREEMENT SHALL APPLY TO CUSTOMER AS WELL AS TO THE INDIVIDUAL OR ENTITY INSTALLING, COPYING OR USING "MJ FREEWAY" ON DESKTOP OF CUSTOMER. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE EARLIER OF THE DATE "MJ FREEWAY" IS REINSTALLED OR USED, "MJ FREEWAY" SHALL BE DEEMED ACCEPTED BY CUSTOMER TEN (10) DAYS AFTER THE DATE "MJ FREEWAY" IS DELIVERED TO CUSTOMER. IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, DO NOT INSTALL OR USE "MJ FREEWAY" AND DEACTIVATE YOUR LOGIN TO MJ FREEWAY WITHIN TEN (10) DAYS OF THE DATE "MJ FREEWAY" IS DELIVERED TO CUSTOMER. ANY REFUNDS (IF APPLICABLE) SHALL BE SUBJECT TO MJ FREEWAY LLC'S STANDARD REFUND POLICY IN EFFECT, LESS ANY RESTOCKING FEES AND OTHER APPLICABLE FEES.

### SOFTWARE AGREEMENT

The SOFTWARE Agreement ("Agreement") is made as of the Effective Date by and between MJ Freeway LLC, a corporation with offices located at 124 E. Pacific Ave. Unit A, Tallahassee, FL 32301 and the individual or entity identified on the Sales Agreement as customer ("Customer").

### WITNESSETH:

WHEREAS, MJ Freeway LLC owns that certain software application entitled MJ Freeway; and  
WHEREAS, Customer has had an opportunity to review and approve the functions and utilities of MJ Freeway and is familiar with the use and operation of MJ Freeway; and  
WHEREAS, Customer has independently determined that MJ Freeway will meet the needs of Customer for a Patient Management, Inventory, and Point of Sale software application at the Facility (as defined below); and  
WHEREAS, Customer desires to receive a license to use MJ Freeway;

AND THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, MJ Freeway LLC and Customer hereby agree as follows:

### ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 - Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 - Definitions: The following definitions shall apply.

- (1) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) SOFTWARE: The term "MJ Freeway" shall mean the object code for that certain MJ Freeway application, including the Documentation, as provided by MJ Freeway LLC to Customer hereunder, including Updates.
- (3) Associates: The term "Associates" shall mean an employee of MJ Freeway LLC or an independent contractor hired by MJ Freeway LLC.
- (4) Authorized Person: The term "Authorized Person" shall mean Customer or employees of Customer who agree in writing to maintain the confidentiality of Confidential Information and individuals or organizations who are authorized in writing by MJ Freeway LLC to receive Confidential Information and who agree in writing to maintain the confidentiality of such Confidential Information.

Click here to accept our license agreement and proceed.



If you weren't able to log in, double check the spelling of your username, as well as making sure you don't have Caps lock turned on for your keyboard.



After Logging in, you'll be presented with the Patient Management page:

## Patient Management

**Patient Lookup**

<b>Search for Patient by Drivers License</b> Enter or Scan Drivers License #: <input type="text"/>	<b>Search for Patient by Name</b> First Name: <input type="text"/> Last Name: <input type="text"/> <input type="button" value="Search By Name"/>
--	---





## NAVIGATION

In GramTracker, navigation happens through the buttons on the bar at the top of the page

<b>Patients</b>	<b>Sales</b>	<b>Wholesale</b>	<b>Inventory</b>	<b>Admin</b>	<b>Reports</b>	<b>Help</b>
-----------------	--------------	------------------	------------------	--------------	----------------	-------------

Hovering over these buttons will pop up a sub menu:

<b>Inventory</b>	<b>Admin</b>
<b>Bulk Inventory</b>	
<b>Products</b>	
<b>Convert</b>	
<b>Vendors</b>	
<b>Purchase Orders</b>	
<b>Receive Transfers</b>	
<b>Locations</b>	
<b>Reconcile</b>	

Some of these sub menus have sub menus of their own:

<b>Inventory</b>	<b>Admin</b>	<b>Reports</b>	<b>Help</b>
<b>Bulk Inventory</b>		<b>Active Bulk Inventory</b>	
<b>Products</b>		<b>Inactive Bulk Inventory</b>	

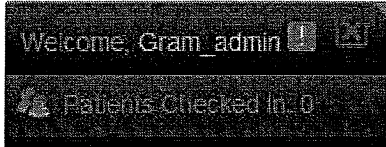
Clicking on an item in a menu or submenu will take you to that page or utility, and allow you to view or manipulate data.





## USER SETUP AND SECURITY

After logging in, the top right corner of GramTracker will say "Welcome," and your Username. As you use the system, username is tied to any action performed within the system.



Essentially, if you make sales, inventory adjustments, add, or make changes to patients, all of these changes will be recorded showing both the User who made the change, and the time of the change. For this reason, it is vital that you create a Username for each of your employees that will be working in the system.

While a Username and Password can potentially be shared by one or more people, it isn't very clear who is making changes. So the first thing we'll start off with is creating a new Username and password unique to you.

For user maintenance, the menu we need to access can be found by navigating to:

**Admin > Manage Users**

Admin	Reports
Settings	
Coupons	
Location	
Customize Lists	
Tax Rates	
Pricing	
Manage Users	
Patient Rewards	
Registers	



Clicking on the menu item will take you to the task for that item. In this case, our **Manage Users** page.

## Manage Users

[Add User](#)

<b>Active Users</b>	<b>Email Address</b>	<b>Username</b>
Yes ▾	<input type="text"/>	<input type="text"/>
Enter a comma separated list of user names.		
<input type="button" value="Apply"/>		

Name	E-mail	Roles	Active	Created date	Last login
Gram_admin	gramadmin@mifreeway.com	grow admin, store admin	Yes	12/08/2012 - 10:51	12/08/2012 - 11:11

At the bottom of this page, you can see a list of the existing data in your system, in this case, the pre-created user we used to log in.

In the middle, you are provided with controls to *filter* through your existing data, and narrow down potentially large lists to see only the data in which you're interested.

Finally, at the top, we can see a small link that allows us to add data to the system, in this case, a new user.

This is a fairly typical setup within the GramTracker system, and you'll see this page formatting on most data pages for things like Inventory, Purchase Orders, or even Patients.

Clicking the **Add User** link will prompt you to enter data about the new user you're creating. Let's break this form up:

**Username:** This is the username that the user will need to log into the system. This is also the name that will be tied to any transactions or changes they make within the system. While this can technically be anything, since it is used for accountability for that person it is recommended that you use a naming convention that is consistent among all users, and is easy to tie to a person. This name will also need to be typed on a regular basis, so including spaces or hyphens, while allowed, is not recommended. Capitalization does not matter. Common and recommended Username conventions are:

- First name followed by last initial. *Ex: NelsB*
- First initial followed by last name. *Ex: NBenson*
- First, middle, and last initials. *Ex: NJB*

**E-mail address:** This is the email address that will receive a communication if a user needs to reset their password. For this reason, use an email address accessible only to the individual user.



**Password:** This is the password for this user. The system will rate your password, and tell you how secure that password is. Generally speaking, a "medium" password is acceptable, however, you should create the most secure passwords possible.

Typically, if you are creating users for your employees, you will use a "dummy" password here, something like "test123". Then, allow the user to log in, and change the password to something only they know.

**Confirm Password:** To verify that your password does not contain any mistakes, you are required to re-type it into this field.

**Notify User of new account:** If checked, this selection will send an email to the previously specified address with the username and password, as well as a link to the system. Clicking the link in the email will require the user to change their password immediately upon login.

**Status:** This is perhaps the most important item on the entire page. By default, if a user successfully types in their username and password, they will be logged into the system. As a web based system this can be very helpful if you want to be able to log in and view or make changes to the system at home. However, if you were to terminate an employee, you would not want to allow them access to the system.

**Inactivating a user will prevent that user from activating the system.** It is therefore recommended that if you terminate an employee, one of the first steps you should take in the process would be to inactivate that user.

*Note: Login Limits can prevent some types of user from logging in from unauthorized computers.*

## Add User

### ACCOUNT INFORMATION



**Username: \***

Spaces are allowed; punctuation is not allowed except for periods, hyphens, and underscores.



**E-mail address: \***



**Password:**

**Confirm password:**



Notify user of new account



**Status:**



Inactive



Active



## Roles

**Roles** in GramTracker and GrowTracker determine what permissions a user has within the system, and help you limit a person's ability to make mistakes or prevent them from accessing secure data.

Roles are "packs" of permissions that allow a user to do a set amount of things within the system. For this article, we'll cover the most basic uses for each role.

### **GramTracker Roles:**

**Front Desk:** Can add patients, check patients in, and see current products.

**Budtender:** Can add patients, check patients in, make sales, see in progress sales and return to them, and see current products.

**Store Manager:** Has all the permissions of **Budtender**, can also adjust inventory levels, product prices, make coupons, apply discounts, and adjust cash registers. Can view Closing and Inventory Reconciliation reports.

**Store Administrator:** This role has full permissions to GramTracker, all of the above, as well as system changing controls, such as the ability to change tax rates, or to create new users.

**Manage Registers:** This role grants a user, whose other roles do not normally allow it, access to the cash register. Typically, this role is given to a user who is also a **Front Desk** or **Budtender** user, along with the **Closer** reporting role, so that they can count cash and inventory, close the location, and report to the manager any inventory adjustments that may need to be made.

*Note: Overlapping Roles: While tempting to click all of the roles buttons, this action can cause some conflicts. For example, there is an optional setting in the system that prevents Budtender users from being able to cancel completed orders. If both the Budtender and Store Administrator roles are checked, the user will not be able to process refunds, despite also being a Store Administrator. There are some situations where a user being assigned multiple roles is appropriate however, such as the Manage Registers role above, or some of the GramTracker Reporting Roles.*



**GramTracker Reporting Roles:**

These roles give access to varying levels of reports within the GramTracker system.

**Closer:** This role grants a user access to the same Closing and Inventory Reconciliation reports that come with the **Store Manager** role.

**Bookkeeper:** This role allows access to all of the reports in the system, with the exception of Colorado's Compliance reports. This can be combined with other roles or used as a stand-alone role for accounting personnel.

**Compliance Reports:** This role grants access to Colorado State Compliance reports. If you need your **Store Manager** users to be able to run your 1010 patient reports monthly, you can grant them this additional role.

**Read Only Roles:**

This role allows a user to log into GramTracker, but without the ability to make any changes to data.

**Bubble Help:** This allows a user to control whether or not they see the small "?" icon next to some items in the system. Clicking this icon activates a popup window with help text.

**Login Limits:** Login Limits can prevent users from logging in from unauthorized computers. Typically this is set up after an organization goes live, and gets a better picture of their workflow.

**Employee Details:** This section is required for GramTracker to be able to fill out some Colorado State Compliance report forms, but is available for any State to use as a quick reference for details about their employees.

With these details filled in, you can click the "Save" button at the bottom of the form to save your changes to the database, and be returned to the Manage Users page. In your list of data at the bottom of the page, you would now have two users

Name	E-mail	Roles	Active	Created date	Last login
<u>Gram_admin</u>	<u>gramadmin@mifreeway.com</u>	grow admin, store admin	Yes	12/08/2012 - 10:51	12/08/2012 - 14:56
<u>NelsB</u>	<u>nels@mifreeway.com</u>	grow admin, store admin	Yes	12/08/2012 - 15:33	



## ADMINISTRATOR SETTINGS

### GENERAL SETTINGS

#### **Admin > Settings > General Settings**

Most notable on this page are the sections for Label Printing Options.

Click on the Label Printing Options link to expand this section.

Here, you have the option of determining what happens in an order when the "Print Label" button is clicked. The default, "Print label for selected item", is the most commonly used, as this allows you to print individual labels for each item on the order, one at a time. This allows for items to be labeled easily as they are prepared for the patient.

#### **POS Print Label Button Behavior:**

- Print default label for selected item
- Print default labels for all medicated items
- Print default labels for all items
- Show Pop-up

In Arizona, the Department of Health Services requires specific data to be printed on the labels affixed to products sold to patients. MJ Freeway has configured GramTracker to automatically print that required data on 2 x 4 labels when creating or completing an Order.

#### **Default Label for printing from POS:**

- Basic Patient Data Label (Small: 2x1)
- Detailed Patient Data Label (Small: 2x1)
- Detailed Patient Data Label (Small: 2x1) AND Info Sheet (if exists)
- Detailed Patient + Ingredient Label (Large: 2x4)
- Detailed Patient + Ingredient Label (Large: 2x4) AND Info Sheet (if exists)

*(For printing all visit's labels at once)*

While you may select other label sizes, you will then need to meet the state's requirements using other methods.



Following the label section, are checkboxes that allow you to determine general workflow.

- Show the print label and receipt pop up box when a sale is completed.
- Allow Budtenders to change order status for completed orders.
- Allow Medicated Sales for Patients with Expired Cards.
- Restrict Changes of Patient Identifying Information to Manager or Admin Role.

*If enabled, the following fields can only be changed by admins: First Name, Last Name, Drivers License Number, MMJ Card Number*

Pictured above is the typical setup.

The first checkbox will cause the system to allow you to print receipts and labels when an Order is completed. If unchecked, when an Order is completed, you will be returned to the Patient Management page.

The second checkbox will allow budtender users to cancel orders after they've been completed. This is typically done for returns. To require managers to cancel orders, leave this box unchecked.

The third checkbox will allow Orders to be completed for "anonymous" people, and will not require patient tracking for medicated items. It is strongly recommended that this box be left unchecked.

The fourth checkbox will prevent Budtender or Front Desk personnel from changing key details about patients once they have been entered.

After making any changes to this page, click "Save Changes" to commit those changes to the database.

#### **Admin > Settings > Inventory**

This page largely determines how inventory in your system is treated. The most notable of items on this page is the **Batch Tracking** setting.

**Enable Batch Tracking?**

Check this box to enable the tracking of production information for medicated items. This will apply to all products and bulk inventory marked as medicated. This box should be checked if your state requires you to label all medicated product sold with batch number and ingredients

 Note: This cannot be undone. Please contact MJ Freeway support before changing this setting

Batch tracking is a requirement for Arizona compliance law. We will discuss this in depth later in this class.



Also of note on this page is the "Weight Discrepancy" setting. This allows you to control the amount of "acceptable loss" that may occur in places such as converting loose flower to pre-rolled joints. This cannot be changed until Batch Tracking is Enabled.

Allow weight discrepancies of up to  %

#### Admin > Location

The Location setting in Admin settings allows you to control some overall details for your site, primarily the data that appears on your receipts and some of your reports.

Click "Edit" to add or change these details.

*Note: For organizations who are delivering, the "Contact E-mail" field here will be the email address that receives a notification if an order is transferred to that location.*

#### Admin > Customize Lists

The Customize Lists page will allow an administrator to configure various dropdown menus in the rest of the system, streamlining data entry.

The most notable of these is the "Catalog" list, which contains the various types of inventory you plan on tracking. Clicking on "List Terms" will display this list, and allow you to make changes.

Name	Description	Operations
<a href="#">Accessories</a>	Used for non-medicinal accessories	<a href="#">edit</a>
<a href="#">Clones</a>		<a href="#">edit</a>
<a href="#">Clothing</a>		<a href="#">edit</a>
<a href="#">Edibles</a>		<a href="#">edit</a>
<a href="#">MMJ</a>		<a href="#">edit</a>
<a href="#">Services</a>		<a href="#">edit</a>
<a href="#">Specials &amp; Discounts - Medicated</a>		<a href="#">edit</a>
<a href="#">Tinctures</a>		<a href="#">edit</a>

Common changes to this list involve adding categories for "Concentrates" or "Hash", changing the name of the "MMJ" category to a preferred term such as "Cannabis" or "Flower", or deleting unused categories such as Clothing or Services.





To add a term to this list, click the "Add Term" link.

The "Term Name" is the title of the Category item.



**Term name: \***

Concentrates

The name of this term.

The **Description** field is for internal reference only, and is never patient facing, typically this is left blank.

We'll click the "Require Patient Name" and "This product category contains MMJ" checkboxes.

The "Weight" field here refers to this category's Display Weight. This determines where this category will appear in our list of categories. Leaving this at 0 will make sure that this term appears alphabetically sorted in the list. Lower numbers will "float" this category higher, and higher numbers will "sink" this category down in the list.

The "Inventory Buffer" section of this form determines whether or not an item is pulled from the online ordering menu or your site integrations if your stock level falls below the amount you define. For now, we will leave these blank.

*Note: When a category is added, GramTracker cannot assume that that category is taxed. This new category will need to be added to the appropriate tax rates.*

*Note: Do not delete a category that contains products, as reassigning them can be problematic. Suggested workflow for deleting a category starts with assigning all products out of that category first.*

#### Admin > Tax Rates

Tax rates are treated very differently by different organizations.

First, you will need to think about how your organization wishes to treat taxes.

Common tax methods include:

For some states, such as Michigan, you may remove the tax rate entirely. This can be done by deleting the existing tax rate in the system.

Some organizations build taxes into the prices/contribution amounts of their products, rounding off the final price/contribution to whole dollar amounts. For this, you will need the accurate tax rate in your system.

Some organizations place the tax on top of the existing price/contribution amount, similar to a typical retail or pharmacy establishment. For this, you will need the accurate tax rate in your system.

By default, GramTracker begins with a Tax Rate of 6%, which is likely not accurate for your location. We will need to edit this tax rate to make certain it is accurate.

You may also notice that the "Concentrates" category we added previously does not appear in the list of taxed categories. We will need to add this to the Tax Rate as well.

## Tax rates and settings

Name	Rate	Category	Operations		
Sales Tax	6%	Accessories, Clones, Clothing, Edibles, MMJ, Services, Specials & Discounts - Medicated, Tinctures	edit	clone	delete

[Add a tax rate](#)



Most organizations pay multiple types of tax, such as City, State, and/or additional local taxes. Some of these taxes may apply to all items, some taxes may apply only to certain types of item. GramTracker allows you to customize your taxes for your region.

For this example, we will state that we have three tax rates. You may substitute your real tax rates. If you do not know your tax rates, the below link can help you find them.

We will assume a 2.5% city tax rate applied to all goods.  
We will assume a 3.2% state tax rate applied to all goods.  
We will assume a 2% tax rate on all goods containing Medical Marijuana.

First, we'll edit the existing tax rate to serve as our city tax. Click the "Edit" button next to the sales tax.

For the example, I will change the Name of the Sales Tax to "City Tax"  
Next, I'll change the rate to the decimal expression of the tax rate.

*Note: This needs to be the decimal expression. Typing in "2.5" here would result in a 250% tax rate.*

**Name: \***

City Tax

**Rate: \***

0.025

Finally, I will add the "Concentrates" category, and remove the "Services" category from this tax rate.  
*This list performs differently than most other forms in GramTracker, simply clicking on the "Concentrates" category will select only that category, de-selecting all others.*  
*To add "Concentrates" to our list, you will need to hold the Ctrl or Option key on your keyboard while you click.*  
*You will need to hold the same key while you click to de-select the "Services" category from this list as well.*

Once completed, click "Submit" and you will be returned to the Tax Rates page.

## Tax rates and settings

Name	Rate	Category	Operations		
City Tax	2.5%	Accessories, Clones, Clothing, Concentrates, Edibles, MMJ, Specials & Discounts - Medicated, Tinctures	<a href="#">edit</a>	<a href="#">clone</a>	<a href="#">delete</a>

[Add a tax rate](#)



Next, we'll need to add our additional Tax Rates.

We can do so by clicking the "Add a tax rate" link below the existing tax, and filling out the form the same as we did before.

*Note: To faster select all of the categories in the list, you can click on the category at the top, then scroll to the bottom of the list, and hold shift while clicking. This will select everything between the two values you've clicked. Make sure to hold control/option and click to de-select the "Services" category.*

## Tax rates and settings

Name	Rate	Category	Operations		
City Tax	2.5%	Accessories, Clones, Clothing, Concentrates, Edibles, MMJ, Specials & Discounts - Medicated, Tinctures	<a href="#">edit</a>	<a href="#">clone</a>	<a href="#">delete</a>
State Tax	3.2%	Accessories, Clones, Clothing, Concentrates, Edibles, MMJ, Specials & Discounts - Medicated, Tinctures	<a href="#">edit</a>	<a href="#">clone</a>	<a href="#">delete</a>

[Add a tax rate](#)

We'll add our final tax rate the same way, but this time, the only categories we'll select are those that will contain Medication.

Name	Rate	Category	Operations		
City Tax	2.5%	Accessories, Clones, Clothing, Concentrates, Edibles, MMJ, Specials & Discounts - Medicated, Tinctures	<a href="#">edit</a>	<a href="#">clone</a>	<a href="#">delete</a>
State Tax	3.2%	Accessories, Clones, Clothing, Concentrates, Edibles, MMJ, Specials & Discounts - Medicated, Tinctures	<a href="#">edit</a>	<a href="#">clone</a>	<a href="#">delete</a>
MMJ Tax	2%	Concentrates, Edibles, MMJ, Specials & Discounts - Medicated, Tinctures	<a href="#">edit</a>	<a href="#">clone</a>	<a href="#">delete</a>

[Add a tax rate](#)

With our tax rates established, we've addressed the first major items for getting our system configured.



## INVENTORY

### CREATING INVENTORY

MJ Freeway has created GramTracker specifically for our industry, and has strived to allow for the many, many different ways in which our industry operates.

How you set up and track your inventory may vary greatly depending on how you plan on getting your products into the hands of your patients, as well as how you plan on tracking that inventory in the future.

As of this writing, GramTracker allows for three major "types" of products. Typically, our clients use two to three of these methods for tracking different types of items within their organization. While we have some notes about which product might be best for different situations, please feel free to experiment, and always remember that you can contact Support for any questions or concerns that you might have.

### PRICING SETUP

Pricing setup begins in the Admin section of GramTracker, and is broken into two parts.

#### A. Pricing Weights - Admin > Pricing > Pricing Weights

Pricing weights are the default weights the system will look at for your price points.

While these can be added to, or edited, it is important to note that whether or not the Auto Price feature in GramTracker relies on these weights being mathematically consistent.

In short, your 1/2th ounce weight should be exactly twice the 1/4th weight.

#### B. Pricing Groups - Admin > Pricing > Pricing groups

Pricing groups allow you to create quick price ranges, and assign those to any Price by Weight products in your system.

Click "Add a Price Group".

This will allow you to create default weights for your different pricing weights in your system.

### Update a Pricing Group

ⓈPricing Group Name:

Top Shelf

ⓈBase Price:

0

ⓈBase Price UOM:

grams

Update Pricing

Weight	Price	Member Price
1 gram	15.00	13.00
1.75 g (1/16oz)		
3.5 g (1/8oz)	50.00	45.00
7 g (1/4oz)	90.00	85.00
14 g (1/2oz)	170.00	165.00
28 g (1oz)	325.00	300.00

Save

Delete



It is important to know that these are Pre-Tax prices.

As of this writing; if you would like to use tax-included pricing, you will need to open a new tab in your browser, and use the tax included calculator in the products page.

## PRODUCTS

All products share some similarities and begins on the **Inventory > Products** page.

On the **Inventory > Products** page, Click the "Add Product" link to add a product.

### Create Product

Item Name:

Item Type:

Item ID:   
UPC or SKU

Description:

Enter the product description used for product teasers and pages.

The name of the item is what will appear on the Menu for any user adding the item to orders. If you enable Online ordering, this name also appears on the Online Ordering menu.

The item type is the category that this item falls into. If Online Ordering is enabled, the Menu is sorted by these categories.

The item ID is the SKU number for the product. This helps generate the scannable barcode for this product, and as such, if you leave this blank, the system will generate a number for you.

The description of the product is visible to the user creating an order, but also on the Online Ordering menu.

How your product is sold is based on a combination of what you select for its pricing, and it's Inventory Tracking.



## PRICING

After the Description field is a section that allows you to determine the pricing for the item.

**Simple Pricing** - means that when this item is added to an order, one unit of that item will appear on the order at the defined price.

**Pricing:**       Simple Pricing     Price-by-weight

<b>Sell price:</b> \$ 10.00 Customer purchase price 10.77 price with tax	<b>Member Price:</b> \$ 7.00 Optional price for members 7.54 price w/ tax
--	---

**Wholesale Pricing:**  
 This product is sold wholesale.

**Price-by-weight** - allows this product to be sold by different weights, and optionally to include "price breaks", or discounts for buying heavier weights of product.

If you've previously set up a Pricing Group, you can select it from the dropdown, select that pricing group, and click "Update Pricing Group" to apply it to the product.

Alternatively, you may type a base price, and click "Update Pricing" to have GramTracker automatically price each level.

You can also type a value into each field, if you prefer.

**Pricing:**       Simple Pricing     Price-by-weight

Pricing Groups: Top Shelf ▼

Update Pricing Group

Base Price: 0

Base Price UOM: grams ▼

Update Pricing

**Wholesale Pricing:**  
 This product is sold wholesale.

Weight	Price	Price w/ Tax	Member Price	Member w/ Tax	SKU
1 gram	15.00	16.16	13.00	14.00	
1.75 g (1/16oz)					
3.5 g (1/8oz)	50.00	53.85	45.00	48.46	
7 g (1/4oz)	90.00	96.93	85.00	91.55	
14 g (1/2oz)	170.00	183.09	165.00	177.70	
28 g (1oz)	325.00	350.02	300.00	323.10	



## INVENTORY

Beneath the Pricing section are controls that allow you to determine how you will count your Inventory for this product.

The three settings are:

**No Tracking** - This allows you to sell an infinite amount of the product. This is typically used for items where you either don't care how much you have, or items that you simply cannot run out of. As an example, if you offered Haircuts or Massages at your location, you couldn't technically "run out" of them, nor could you count how many you had left, so "No Tracking" would be the solution.

Inventory  No Tracking  Simple Inventory  Bulk Inventory

**Simple Inventory** - This selection allows you to track the inventory for this product Unit by Unit. If the item is an edible, or an ointment, or any substance infused with Marijuana, you may click the checkbox. If the item contains Marijuana, you may indicate to the system how much is usually in a single unit. The product cost tells the system how much you usually pay a vendor to obtain this item per unit. If the Pricing of the Product is set to "price by weight", Simple inventory will allow you to track separate units for each weight that has a price entered.

*Note: Price is what the patient pays or contributes to obtain the product, and Cost is what you pay to make it available to them.*

Inventory  No Tracking  Simple Inventory  Bulk Inventory

This is a marijuana infused product (MIP)

Default MMJ per Unit:  
.07 grams

Default Product Cost for Future Transactions:  
\$ 6

**Bulk Inventory** - Bulk inventory is unique compared to the previous types of inventory.

Bulk inventory is typically used for any type of inventory that you must weigh to determine how much you have. As such, the actual weight is stored in a different place than the product.

When selecting bulk as the inventory tracking type, you'll need to select which separate, bulk inventory product you'd like to pull from.

Inventory  No Tracking  Simple Inventory  Bulk Inventory

**Bulk Inventory Item:**  
Blue Dream - BULK ▼  
Batch of inventory to decrement from when this product is sold

If you have your product set to Simple Pricing, but Bulk Inventory, GramTracker will additionally ask how much stock to remove when a unit is sold. Typically this is done for Deli-style, "roll on the spot" joints.

**Bulk Inventory Quantity:**  
1

Enter the quantity that will be removed from bulk inventory when one unit of this product is purchased

**Bulk Inventory UOM:**  
grams ▼



## Product Configuration

As mentioned before, how an item is sold is based on a combination of its Pricing and its Inventory tracking. What follows is a simple list of the typical uses for each combination.

### **Simple Pricing / No Tracking**

Typically used for services or additional fees added on top of orders.

Examples include:

- Membership fees
- Massages
- Tracking Educational Materials, or Denials of Service

### **Simple Pricing / Simple Inventory**

Typically used for standard inventory items. Anything that is sold and counted whole unit by whole unit would be Simple/Simple.

Examples include:

- T-Shirts or other clothing
- Pre-Rolled Joints
- Edibles

### **Simple Pricing / Bulk Inventory**

Typically used for “rolled on the spot” or “deli-style” joints. This is used when you want to sell a whole unit of inventory, but to pull from something you measure by weight.

Examples include:

- Hand rolled Joints

### **Price by Weight / Simple Inventory**

Used for items that are purchased by weight, but counted on the shelf in whole units. This is the standard setup for organizations that have prepackaged flower, as well as packages of hash.

Examples include:

- Any pre-packaged bottles or bags of medicine
- Hash pre-packaged into medicine packages

### **Price by Weight / Bulk Inventory**

Used for items that must be weighed for sale. This is the standard setup for organizations that weigh flower in front of patients. This allows Budtenders to track any amount they weigh heavy.

Examples include:

- Loose flower or shake, weighed in front of clients
- Any loose flower or shake, weighed in front of patients before being added to an order.





## BATCH TRACKING

Batch tracking refers to a method of tracking product sold, all the way back to the producer and even the specific harvest of that product. MJ Freeway's GrowTracker even allows for this tracking to continue all the way back to specific plants.

In other industries, the Food and Drug Administration typically enforces rules very similar to those involved in batch tracking. The ultimate goal of which would be to follow product back to its source if a customer or patient were made ill or otherwise harmed by product they consume. You may remember this this has resulted in recalls of Peanut Butter, and Spinach in the past.

Since our industry does not fall under the standard rules and regulations of the FDA, several states have instituted rules similar to those to allow for the same safety net.

A Batch in GramTracker is defined as, all of the plants:

Of a single strain

Harvested on the same day

By the same Producer (Caregiver, Patient, or Dispensary)

Here are some examples of that in practice:

If a Producer harvests 3 Afgoo plants, and 3 Bubba Kush plants on the same day, this results in 2 batches.

If that same Producer comes back the next day, and harvests 2 more Bubba Kush plants, that Producer now has 3 batches.

Ultimately, Arizona requires the batch number, the date of harvest, and any Chemical Additives used in growing the plants to be printed on labels affixed to each product purchased by a patient at a dispensary. GramTracker helps to facilitate this by automatically printing this and other required information on labels.

Batches can be large enough to be split among several different products, however. And since that information needs to be provided on the label no matter how it gets to the patient, you need to be able to retain the details of the batch.

GramTracker does this by assigning Package IDs to separate containers of product, their type, and their batch information.

When product is finished curing, it is placed in some kind of container. Some organizations use bags, some use jars, and some use boxes. But whatever is used, GramTracker considers those **Packages** and assigns each a unique number called a **Package ID**.



In our example above, a Producer harvests 50 Afgoo plants, creating 1 batch. We'll call that batch "A".

After curing, we then fill 5 bags with product. GramTracker assigns each a number.

1 - This bag was filled first, and contains Trim, that will ultimately be turned into hash oil, and used to make edibles.

2, 3 - These bags are filled with loose flower, but the demand for Afgoo at our store has dropped since we started growing, so they will be sold to another dispensary.

4, 5 - These bags will be sent to the store, then placed in a safe until such time as they are needed.

Later, some of package 4 or 5 might be pre-packaged and sold as individual units. Some of the product in those bags may have turned to shake, and then be made into pre-rolled joints.

However the product ends up getting to the patient though, whether in the form of Brownies, purchased from another Dispensary, sold as pre-packaged units, or as pre-rolled joints made from shake, Arizona requires that the batch of that product be printed on its label.

*Note: Technically this does mean that you are prohibited from mixing product from two different batches.*

Batch Tracking is enabled by an Administrator.

#### Admin > Settings > Compliance Settings

##### Enable Batch Tracking?

Check this box to enable the tracking of production information for medicated items. This will apply to all products and bulk inventory marked as medicated. This box should be checked if your state requires you to label all medicated product sold with batch number and ingredients

Note: This cannot be undone. Please contact MJ Freeway support before changing this setting

Once Batch tracking is enabled, any Bulk Inventory Items currently marked as Medicated will be included in Batch Tracking. Next we need to indicate which categories of our Products contain Medical Marijuana. We'll do this by editing our existing categories in Customize Lists.

#### Admin > Customize Lists > Catalog > List Terms

Here, we can edit each category and check off that it contains MMJ.

##### ... ADVANCED OPTIONS

##### This product category contains MMJ

Check this box if products in this category are medicated. If checked, only patients with valid, non-expired licenses will be able to buy products from this category.

This will convert all existing inventory in this category to batch tracking. This cannot be undone. Contact MJ Freeway Support to resolve any questions before changing this setting

##### Require Patient Name?

When the Category is saved, its inventory will then be included in Batch Tracking. Any existing product in that category when Batch Tracking is enabled, is converted into a single Batch, and a single package named "LEGACY". This is used to indicate all of the product that existed in the system prior to Batch Tracking.



## ADDING INVENTORY

Once a product is created, you may add stock to your inventory.

### INVENTORY ADJUSTMENT

For non-Batch Tracked items, you can add inventory simply by adjusting it in. An inventory adjustment is sometimes the fastest way to add or remove inventory from a single product. First, navigate to where the Inventory is tracked. For Simple Inventory Items, this will be on the products screen. For Bulk Items, this will be on the Bulk Inventory Screen.

If your product has Simple inventory tracking, you can navigate to:

**Inventory > Products**

Locate your product, and click on its Stock Level.

Here you can use the action dropdown to add or remove an amount of inventory to or from your system while also tracking the cost to you and the reason for the adjustment.

Clicking "Apply Adjustment" will add the specified amount to your inventory.

View Edit **Inventory** Transaction History

## Pipe

Current Inventory Level: 27  
Current Calculated Cost: \$5.00EA

Action:

Add to inventory

Amount to Adjust

10

Cost per Unit of Inventory:

\$ 5

Adjustment Reason:

Initial Inventory

Adjustment Notes:

New stock

Cancel

Apply Adjustment



### MANUALLY ADDED PACKAGES

Batch Tracked Items are slightly different.

Instead of simply adding an amount of inventory to our system, we'll need to add *Packages* that contain inventory. We can manually add these packages one at a time.

Navigate to the inventory item to which you'd like to add a package, and click the **Inventory** tab.

You will notice an option to **"Create New Package"**.

Priced Weight	Package ID	Supplier	Producer	Batch	Qty	Location	Operations
1.77g (1/16oz)	24	MJFreeway	MJFreeway #402-867530	VD3612	5		Adjust   Edit
3.5g (1/8oz)	321-10085	Grow Operation	Grow Operation #1-235-8132	10030	22		Adjust   Edit

Create New Package

Clicking this button will ask you to provide details about the package, including the Batch number. This does not have to be a new batch number, but the system will create a batch for you if you provide a new number, once you click **"Save Changes."**

*Note: The Empty Package Weight field is technically optional, but can aid in Inventory Reconciliations later.*

### Create Inventory Package

**Producer:**  
MJFreeway

**Producer License Number:**  
403-8675309

**Supplier:**  
MJFreeway

**Pricing Weight:**  
14.g (1/2oz)

**Expiration Date:**  
2013-06-22  
Format: 2013-06-25

**Batch Number:**  
VD3612

**Location:**  
shelf

**Empty Package Weight:**

**UOM:**  
grams

Save Changes



Upon clicking "Save Changes" you will be returned to the inventory tab, your package has been added, but it is empty.

Priced Weight	Package ID	Supplier	Producer	Batch	Qty	Location	Operations
1.77g (1/16oz)	24	MJFreeway	MJFreeway #402-867530	VD3612	5		Adjust   Edit   Print Pkg Lc
14.g (1/2oz)	adsfsf187	MJFreeway	MJFreeway #403-867530	VD3612	0	shelf	Adjust   Edit   Print Pkg Lc
3.5g (1/8oz)	321-10085	Grow Operation	Grow Operation #1-235-8132	10030	22		Adjust   Edit   Print Pkg Lc

Create New Package

You can then click the "Adjust" link for the package to add inventory to the package.

Package adsfsf187

Current Level: 0

Inventory Item: VooDoo

Current Location: shelf

Action: \*

Add to inventory

Amount to Adjust

12

Cost per Unit of Inventory:

\$ 6.12

Adjustment Reason:

Initial Inventory

Adjustment Notes:

Cancel

Apply Adjustment



## PURCHASE ORDERS

A Purchase Order will allow you to add inventory to multiple products from a single screen.

To create a purchase order, navigate to:  
**Inventory > Purchase Orders > Enter P.O.**

**Title:** This field is required. This can be whatever you'd like it to be. Typically it is an indication of what products or what vendor you are purchasing.

**Supplier/Supplier License Number:** This field is required. The supplier is the vendor who is giving you the products you add. The license number can technically be anything, but is usually the business license number of the vendor.

**Status:** The status shows where, in process, your purchase order is. If the status is changed to "checked in", and the purchase order is saved, it is then that the products on the purchase order are added to inventory, and the purchase order can no longer be edited. For this reason, it is important to make sure that the purchase order is correct before setting it to "Checked In."

# Create Purchase Order

<b>Title:</b>		
Initial Inventory 1		
<b>Supplier:</b>		
Wundergrow		
<a href="#">Add Supplier</a>		
<b>Supplier License Number:</b>		
123-45678		
<b>Vendor Transaction ID:</b>		
8675309		
<b>Delivered By:</b>		
Tom, from Boise		
<b>Date Ordered:</b>	<b>Date Expected:</b>	<b>Status:</b>
10/13/2013	10/20/2013	Ordered
<small>Format: 10/13/2013</small>	<small>Format: 10/13/2013</small>	



The next section on the purchase order asks us for information about the packages we're receiving.

Producer:	Producer License:	Batch:	Exp Date:
Our Grow ▾	8675309	BD101413	10/14/2014

**Product Name:** Here you can select the product that you wish to add, as well as the Quantity, and the cost. When a Batch Tracked item is selected, GramTracker will prompt us for package information. This package information may differ, depending on the type of inventory you're receiving

**Qty** – This is the amount of product we are ordering, or expect to be receiving.

**UOM** – This abbreviation is used in several different places in GramTracker, and stands for Unit of Measurement. Here, you may select Grams, Ounces, or Pounds.

*Note: GramTracker uses technical definitions of Ounce and Pound. This means that an Ounce is equal to 28.34 grams, and a Pound is equal to 453.58 grams.*

**Unit Cost** - Your cost per unit for this purchase. This is technically optional, and will be automatically filled in based on your specification of the Default Cost when you configure the Product or Inventory item.

**Total** - Your total cost for this transaction, based simply on QTY \* Unit Cost.

**Notes** – Any notes on this item you choose to make.

**On Consignment** – Used to note whether or not this is paid in full to the vendor at the time of purchase. This is only for your reference, and has no functionality in the rest of GramTracker.

**Producer/Producer License** – This field is filled in automatically based on the Supplier you selected for this Purchase Order. While you can change it, most of the time the organization who produces a product, also supplies it to you.

**Exp Date:** This is the date of expiration, if any, on the product.

**Batch:** The unique batch number for this product. If this is not provided to you by your supplier, you will have to provide one yourself.

*Note: Batch numbers have no specific requirements other than that they be unique number for each batch. A quick way to make up a batch number is to use the initials of the item you're bringing in, followed by the current date, without any spaces, slashes, or dashes. This makes sure that each batch is unique, and is quick and easy to reference.*

When a batch number is typed into this field, GramTracker then looks for that batch in the system. If this is a new batch, it will indicate on the form that it isn't able to find the batch, and will prevent you from saving the Purchase Order.

**Batch:**  
BP91513  
Batch Details Not Found  
Add Batch



At this point, you'll need to click the "Add Batch" link, which will give you a pop-up window allowing you to provide data about the batch.

Add Batch

Batch ID: \*  
BP91513

Producer:  
Wundergrow

Producer License #: \*  
123-45678

Strain:  
Black Pearl

Testing Results ID:  
[ ]

Populate Ingredients from Template:  
Choose a Template

Note: If you select a template here, any existing ingredient data & files will be overwritten with the current values from the template you choose.

Harvest Date:  
2013-09-15  
Format: 2013-10-13

Ingredients:  
Miracle Grow

After typing in your batch data, you can scroll to the bottom of the popup, and click "Save."

Ingredient File:

Browse No file selected Upload

Maximum Filesize: 5 MB  
Allowed Extensions: pdf doc docx jpg gif png

Save Cancel

Once saved to the system, the form now indicates that the batch can be referenced by providing a clickable link.

Batch:  
BP91513

[View Batch Details](#)

[Add Batch](#)





Depending on the inventory tracking type of the item you add to the order, the next section may appear different.

For **Bulk Inventory**, you will see the below fields:

<input checked="" type="checkbox"/> <b>UOM:</b>	<b>Lbl Gross Pkg:</b>	<b>Lbl Net MMJ:</b>	<b>Rcvd Gross:</b>	<input type="checkbox"/> <b>Repkg:</b>	<b>Rcvd Net MMJ:</b>
GR ▾	265	255	256		246
<b>Package ID:</b>		<b>Storage Location:</b>			
<input type="text"/>		Safe ▾			
(leave blank to auto-generate)					
					<input type="button" value="Print Pkg Label"/>

While it initially looks complex, some of these fields are optional. This section of the form is broken into two types of data.

**"Lbl"** stands for "Label." These two fields are used to record what the supplier *says* that they are providing to you, usually on the packaging in the form of a label.

**Lbl Gross Pkg** - This is what the supplier says that the package weighs, combining the weight of both the product, AND the weight of the container the product is in.

**Lbl Net MMJ** - This is what the supplier says is inside the package itself. This is simply the weight of the product.

In our example above, the supplier has indicated that they are delivering a package that weighs 265 grams, that contains 255 grams of Black Pearl. This then means that the container the Black Pearl is in, must weigh 10 grams.

**"Rcvd"** stands for "Received." These two fields are used to record what you are *actually* getting from the supplier.

**Rcvd Gross** - This is the weight of the package you've received, combining the weight of both the product, AND the weight of the container the product is in.

**Rcvd Net MMJ** - This is the weight of the product you're actually receiving. This field is calculated, using the weight of the packaging indicated in the **"Lbl"** fields as a basis for the weight of the packaging.

*Note: This is one of the most important fields on this form, as when your Purchase Order is "checked in" and saved, it is this weight that is actually added to the system.*

In our example above, when the package received was placed on the scale, it weighed 256 grams, not 265 as indicated by the supplier. Deducting the weight of the packaging as indicated by the supplier, we then know we're only getting 246 grams of Black Pearl, not the 255 we were expecting.

**Repkg:** Since it is a calculated field, you cannot type directly into **"Rcvd Net MMJ."** That can cause issues in some cases. In our example above, if the supplier simply mistyped the Gross Weight of their package, we would want to pour the Black Pearl out onto a scale in order to measure it. If it did then weigh out closer to 255 grams, we could enter that in by clicking the **"Repkg"** checkbox, which then allows us to type into the **"Rcvd Net MMJ"** field.

<b>Repkg:</b>	<b>Rcvd Net MMJ:</b>
<input checked="" type="checkbox"/>	254.36



You may notice that the Product section of this item has a "Pkg Totals:" field that cannot be typed into.

Product Name:	Qty:	UOM:	Unit Cost:	Total:
Black Pearl - BULK	255	GR	\$ 5.51	\$ 1405.05

Notes:	On Consignment:	Pkg Totals:
	<input type="checkbox"/>	246.00 GR

This field is used as a safety check between what you're ordering, and what you're receiving. If the two are the same, or within your acceptable variance levels, this field will have a green checkmark next to it, indicating that all is well and the Purchase Order can be checked in without trouble.

However, if the variance exceeds your acceptable level, the green checkbox will not show, and GramTracker will give an error message when a user attempts to check it in.

This is your indication that there may be a typo entered onto a line on the form, and that you need to address it before continuing. Clicking past the message will take you back to the Purchase Order, where you can see which item has an issue.

Possible data entry errors have been identified on some lines. These issues must be corrected or acknowledged before continuing.



At this point, you have two options, you can go back into the Purchase Order and correct the issue, or you can click the acknowledge checkbox to indicate that you are aware of and accept the potential problems with your Order.

**Black Pearl - BULK**

- Package totals are less than total entered by more than 1% for Black Pearl - BULK

I acknowledge and accept the above issues with my PO items.

*Note: Make certain not to ignore these messages, as once a Purchase Order is checked in and saved, you cannot edit it any further.*

When we click the "Repkg" checkbox, and provide the proper weight of our received product, and it falls within proper variance levels, we get a green check next to the "Pkg Totals" field, and the error message vanishes.

Pkg Totals:  GR

**Package ID** - This is the Unique Number that identifies the package and separates it from all others in the system. You don't have to fill in this field, GramTracker will automatically generate a Package ID if you leave this blank.

**Storage Location** - If you are using Locations in your system, you can indicate the physical place that this package will be stored.



For Simple Inventory, you will see the below fields:

<input checked="" type="checkbox"/> Qty:	Weight per	UOM:	Gross Pkg:	Net MMJ:	Net Edible Weight:
10	Unit	GR v	6.1	0.0500	6
Package ID:		Storage Location:			
<input type="text"/>		Select One v			
(leave blank to auto-generate)					
					<input type="button" value="Print Pkg Label"/>

**Qty** - This is the number of units you're actually receiving. This may differ from the amount you ordered.

**UOM** - Unit of Measurement. This determines how you're tracking the weights in the other fields for this product.

**Gross Pkg** - This is the weight of an entire unit of this item, including the weight of its packaging. For example, if the product were a medicated brownie, this would be the weight of the whole brownie, plus the weight of its cellophane wrapper.

**Net MMJ** - This is the amount of Marijuana in a unit of the item.

**Net Edible Weight** - Despite its name, this field is actually for the actual weight of any infused product. If the product were a medicated brownie, this would be the weight of the brownie without its cellophane wrapper.

**Add Item** - This button will allow you to add additional products to the Purchase Order.

**Notes** - Allows you to make notes for this Order.

**Shipping/Other Cost** - Allows you to specify any additional costs on this Order.

**PO Total** - The total of all of the product costs on the Order, as well as any additional costs.

**Vendor Paid from Cash Register** - This allows you to take the amount specified in the "Amount Paid" field directly from the register balance. If this is selected, you must then select your cash register.

**Purchase Order Files** - A convenient way to attach scanned copies of your invoices to each order.

<input checked="" type="radio"/> Shipping/Other Cost:
\$ 15
<input checked="" type="radio"/> PO Total:
\$ 735.00
Grand Total:
<input checked="" type="radio"/> Vendor Paid from Cash Register:
Yes v
Amount Paid:
\$ 735.00



Once these fields are filled in, and the status is changed to "Checked In", clicking the Save button at the bottom of the form, and the selected items will be added to your inventory. Package numbers will be created for each item on the form.

- The following items on this Purchase Order were successfully transacted into inventory:
  - Black Pearl - BULK: 254.36 GR received on PO#4058 by NelsB into package AMC-578 on Oct 13, 2013 04:47:am
  - Brownie: 10 received on PO#4058 by NelsB into package AMC-579 on Oct 13, 2013 04:47:am
- Register adjusted by -\$1,405.05
- Purchase Order *Initial Inventory 1* has been created.

Scrolling down, you are then provided with a button to print a label for each package.

*Note: Printing labels immediately upon checking in inventory is an important step to keeping inventory organized.*

Product	Qty	Unit	Item	Notes	Producer/ License	Batch	Exp. Date
Black Pearl - BULK	255.00 GR	\$5.51	\$1,405.05		Wundergrow #123-45678	BP91513	
	<b>Package ID</b>	<b>Location</b>	<b>Package Gross / Net MMJ</b>	<b>Received Gross / Net MMJ</b>			
	AMC-578		265.00 GR / 255.00 GR	258.00 GR / 254.36 GR	Print Pkg Label		
Brownie	10.00 EA		\$0.00		Wundergrow #123-45678	BP91513	
	<b>Package ID</b>	<b>Qty</b>	<b>Location</b>	<b>Package Gross / Net MMJ</b>	<b>Net Edible Weight</b>		
	AMC-579	10.00		6.10 GR / 0.05 GR	6.00 GR	Print Pkg Label	



## TRANSACTION HISTORY

### VIEWING TRANSACTIONS

All Items that track inventory have a Transaction History. This is essentially a record that will tell you, at any time, why you have the level of inventory that you have. It is a simple record that notes some basic data about each change to levels of inventory in your system.

However, being simple does not change the fact that your Transaction History is one of the most powerful tools at your disposal for controlling your inventory, tracking sales, and monitoring for product loss.

To find the Transaction History for an item, you must first navigate to where the inventory is stored. For most items, this is simply on the **Inventory > Products** page. For Bulk, you must navigate to **Inventory > Bulk Inventory**.

For Simple Items, click the stock level of the item, then the "Transaction History" tab.

For Bulk Items, click "Adjust Inventory", then the "Transaction History" tab.



## Black Pearl - Prepack

On the Transaction History tab, you may see one or more entries containing information about the history of that product and its packages. Each of these has a separate **Type**.

Each type indicates a different form of Transaction that has changed the remaining stock level.

- **Sale** – The most common transaction type, this indicates inventory removed by an order that has been completed.
- **PO** – Indicates inventory that has been added or moved to another location through a Purchase Order.
- **Restock** – Indicates inventory that has been added back into the system through a refund or cancelled order.
- **Reconcile** – Indicates inventory changes that have been made through the Reconcile task, telling the system a new level of inventory than what it previously had listed.
- **Convert** – Indicates inventory changes that have been made by an Inventory Conversion.
- **WS\_Sale** – Inventory removed by a completed Wholesale Order
- **Manual** – Inventory that has been manually adjusted on an individual product and/or package.



In a perfect world, you would only see POs, Conversions, Sales, and Wholesale Sales. However, because external events may cause your inventory to mismatch with your system, sometimes other adjustments need to be made.

Transaction histories allow you to make those adjustments, provide reasons, and to report on those types of adjustments later.

## CONVERTING INVENTORY

Inventory, especially for Organizations that prepackage their flower, usually doesn't get received in the same form in which it is sold. Typically, Caregivers, Patients, or Dispensaries deliver bags or jars of loose flower, which then need to be weighed into bags or bottles before being sold as individual units.

However, even stores that do not prepack will use the shake from loose flower to create pre-rolled joints that patients can purchase unit by unit.

For this, we will need to "Convert" the inventory we've received, into the inventory we're going to sell. Simply put, the Convert task allows us to take anything in our system, and turn it into something else.

The Convert task can be found by navigating to:

**Inventory > Convert**

Pending Conversions

Completed Conversions

## Inventory Conversions

[Enter Conversion](#) [Export all Conversions](#)

Here, we'll click "Enter Conversion" to begin the conversion process.

Transfer From:

**TRANSFER FROM**

<b>Inventory Item: *</b>	<b>Quantity: *</b>	<b>UOM:</b>
Black Pearl - BULK ▾	153.6	grams ▾
<b>Package:</b>	<b>Net Weight:</b>	
AMC-578 (254.36 GR, Batch: BP91513) ▾	153.6	GR

This section allows you to choose the source of your conversion, as well as how much, and from which package.

*Note: For workflow purposes, some Organizations choose to pack units, and then record the "From" quantity. While possible, this is slightly less accurate than the recommended method of weighing out your source amount before you package units as it does not account for any amount of variance between units or waste.*



Transfer To:

### TRANSFER TO

Target Item:	Pricing Wght:	Qty:	Weight/ Unit	UOM:	Net Wt	Gross Wt	Pkg ID:	Total:
Black Pearl - Prepack v	3.5 g (1/8oz) v	20		GR v	3.5000			70

**Target Net Weight:**  
70 GR

**Total Variance:**

83.6 GR

This section allows us to specify what is happening to the product selected in the "From" section of the conversion.

**Net Wt** – This is the actual amount of the source product in each unit.

**Target Net Weight** – This is the total amount weight of our Target items combined.

**Total Variance** - This is the difference between our source amount and our Target Net Weight. Essentially, this is "what's left" to convert.

Clicking the "Add Item" button, allows us to add another Target Item for our Conversion.

### TRANSFER TO

Target Item:	Pricing Wght:	Qty:	Weight/ Unit	UOM:	Net Wt	Gross Wt	Pkg ID:	Total:
Black Pearl - Prepack v	3.5 g (1/8oz) v	20		GR v	3.5000			70
Black Pearl - Prepack v	7 g (1/4oz) v	11		GR v	7.0000			77

**Target Net Weight:**  
147 GR

**Total Variance:**

6.6 GR



Adding an additional Target, and specifying the number of units of that Target causes the Target Net Weight to grow, and the Total Variance to drop.

When we are done creating units, we can then specify an Adjustment Reason for any variance, as well as provide any necessary notes.

**Total Variance:**

6.6 GR

**Adjustment Reason:**

Creating Prepack

**Notes:**

Spilled a little

Save And Exit

Save And Convert

Delete

Clicking "Save and Exit" will allow us to come back and work more on this conversion later.

Clicking "Save and Convert" will commit the change to the database, and remove inventory from the "From" selection, and add to our Targets.

If our variance exceeds our specified threshold, we will be presented with an error message, asking us to acknowledge the issue before moving on.



This conversion will result in a LOSS of 6.6 GR which is more than 1% of of the original amount. Please confirm that this is correct before continuing.

I acknowledge this variance and wish to continue.

*Note: Do not ignore these messages, as any variance is simply lost, and once completed, you may not edit a Conversion.*

When completed, GramTracker automatically deducts the specified amount from the selected package, and creates new packages for the new product. Per Batch Tracking requirements, these new packages retain the Batch, Producer, and Chemical Additive data from their source.



- Inventory Conversion Saved.
- The following transaction successfully occurred:
  - 153.6 GR converted into other inventory from Black Pearl - BULK on Conversion #201 by NelsB on Oct 13, 2013 05:22 am. 6.6 GR lost during this conversion, reason: Creating Prepack
  - 20 converted into Black Pearl - Prepack from Black Pearl - BULK on Conversion #201 by NelsB on Oct 13, 2013 05:22 am.
  - 11 converted into Black Pearl - Prepack from Black Pearl - BULK on Conversion #201 by NelsB on Oct 13, 2013 05:22 am.





We can see evidence of our conversion in each product's "Transaction History".

Type	Date	Amount	New Level	Pkg ID	New Pkg Level	Cost	User	Description
CONVERT	Oct 13, 2013 05:22:am	-153.60 GR	288.58 GR	AMC-578	100.76 GR		NelsB	153.6 GR converted into other inventory from Black Pearl - BULK on Conversion #201 by NelsB on Oct 13, 2013 05:22 am. 6.6 GR lost during this conversion, reason: Creating Prepack NOTES: Spilled a little

Type	Date	Amount	New Level	Pkg ID	New Pkg Level	Priced Weight	Cost	User	Description	Actions
CONVERT	Oct 13, 2013 05:22:am	11	11	AMC-581	11	7 g (1/4oz)	424.27	NelsB	11 converted into Black Pearl - Prepack from Black Pearl - BULK on Conversion #201 by NelsB on Oct 13, 2013 05:22 am. NOTES: Spilled a little	<a href="#">Edit</a> <a href="#">Cost</a>
CONVERT	Oct 13, 2013 05:22:am	20	20	AMC-580	20	3.5 g (1/8oz)	385.80	NelsB	20 converted into Black Pearl - Prepack from Black Pearl - BULK on Conversion #201 by NelsB on Oct 13, 2013 05:22 am. NOTES: Spilled a little	<a href="#">Edit</a> <a href="#">Cost</a>



The Reconcile Inventory task allows an administrator or manager to make mass changes to inventory on a single page. Since this task can make large changes to your GramTracker database, we recommend that you make certain that you take care in entering reconciliations, and do so only when you are not processing transactions.

A Store Administrator or Manager user can locate the Reconciliation Task by navigating to:

Inventory > Reconcile

You can begin a reconciliation by clicking "Start a Reconciliation".

## Inventory Reconciliations

**Start a Reconciliation**

This will create a reconciliation which can be saved and continued at any point.

The reconciliation screen will allow you to filter down to any product level you'd like, or you can view all products at once.

**Show items with no inventory:** By selecting "no", this filter will allow you to show only inventory that currently has stock. By selecting "yes", you can see all inventory, even if you do not currently have stock.

**Type:** This filter allows you to determine which inventory type you'd like to see, Bulk, Simple, or Price by Weight Simple.

**Vendors:** You may select specific vendors to show on the reconciliation. To select more than one vendor at a time, simply hold Ctrl or Shift while clicking on vendor names.

You may optionally give a name to this reconciliation for clarification.

**FILTER ITEMS**

**Product Category:** All Categories ▾ **Bulk Category:** All ▾ **Type:** All ▾

**Show items with no inventory:** No ▾ **Vendors:** 1301  
215 Meds  
AWC  
AZCG  
Edible Vendor 1 ▾ **Location:** Unknown  
Storage Locations  
Safe  
Self From Locations  
Station 4 >> Case 4  
station1 >> Algoo ▾

**Apply Filter** **View All Inventory** **View All Changes**



As you count the inventory in your location, you record the amounts on this form.

Product Name	Vendor	Current	Total Weight	New Qty	UOM	Adj Units	Adj Weight	Note	Collapse All
<b>Bulk Inventory</b>									
Afgoo (Indoor) - BULK	James		199.24 GR	188	GR		-11.24 GR		
Ambrosia (Outdoor) - BULK	Teddy		217.4 GR	215	GR		-2.4 GR		
Blue Knight (Outdoor) - BULK	George W		277.1 GR	270	GR		-7.1 GR		

If your item is batch tracked, items with packages will appear with a plus symbol next to their name.

<b>+</b> Chernobyl - BULK			146.49 GR	146.49	GR			
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Clicking the plus icon will expand that item so that you may individually adjust the weights of those packages.

Package	Vendor	Producer	Gross Weight	Net (RM)	New Gross	Raw Net (RM)	Discard	Adj Amt
10988	MJFreeWay	Grow Operation	12 GR	10 GR	11	9	<input type="checkbox"/>	-1 GR
10995	MJFreeWay	MJFreeWay	30 GR	26 GR	28.3	26.3	<input type="checkbox"/>	-1.7 GR
10990	MJFreeWay	MJFreeWay	30 GR	28 GR	29.8	27.8	<input type="checkbox"/>	-0.2 GR
000001	MJFreeWay	MJFreeWay	30 GR	28 GR			<input type="checkbox"/>	
000002	MJFreeWay	MJFreeWay	30 GR	28 GR			<input type="checkbox"/>	
AZ1	MJFreeWay	MJFreeWay	24.5 GR	24.5 GR			<input type="checkbox"/>	

Optionally, once these values have been entered, they can be saved by clicking "Save for Later", and the reconciliation can then be re-opened at a later time.

**Adjustment Reason:**

Daily Reconciliation

Once all products have been weighed and recorded you can save and view the changes you would like to apply by clicking "Save and View All Changes". If you are satisfied with your changes, you may apply those changes by selecting an inventory adjustment reason, and clicking "Save and Make These Adjustments"

*Note: Once these adjustments have been applied, you cannot reverse the changes. As such, it is vital that you verify that the changes you are about to make are accurate.*



Name:

Reconciliation  
(Optional)

Product Name	Vendor	Current	Total Weight	New Qty	UOM	Adj Units	Adj Weight	Note	Collapse All
<b>Bulk Inventory</b>									
Afgoo (Indoor) - BULK	James		199.24 GR	188	GR		-11.24 GR		
Ambrosia (Outdoor) - BULK	Teddy		217.4 GR	215	GR		-2.4 GR		
Blue Knight (Outdoor) - BULK	George W		277.1 GR	270	GR		-7.1 GR		

Adjustment Reason:

Daily Reconciliation

Save for Later

Save and Make These Adjustments

Once applied, you can see the results of your changes by navigating to the transaction history of your inventory.

## Afgoo (Indoor) - BULK

Type	Date	Amount	New Level	Cost	User	Description	Actions
RECONCILE	Feb 28, 2012 08:51:pm	-11.24 GR	188.00 GR		Seth	Adjustment of -11.24 GR made as part of Reconciliation #37 by Seth on Feb 28, 2012 08:51 pm. Reason: Daily Reconciliation	



## PATIENTS

### PATIENT SETTINGS

Patients are the core of your organization.

As such, they are also the real core of GramTracker and GrowTracker.

These systems rely on Patient information to allow you to make and track sales of medicated products, as well as to assign and track plants.

Adding patients to your system is quick and easy, but there are some things that are worth noting before you begin.

While GramTracker and GrowTracker are ready right away to accept and track patient data, you may wish to change a few functions before starting sales or entering information.

Navigate to: **Admin > Settings > General Settings**

On this page, you will find a checkbox for "Allow Medicated Sales For Patients with Expired Cards." Verify that this box is unchecked, and click "Save Changes."

#### ✶ LABEL PRINTING OPTIONS

- Show the print label and receipt pop up box when a sale is completed.
- Allow Budtenders to change order status for completed orders.
- Allow Medicated Sales for Patients with Expired Cards.
- Restrict Changes of Patient identifying information to Manager or Admin Role.

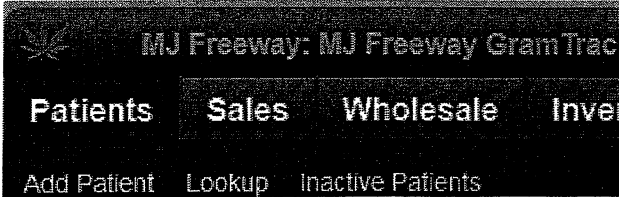
*If enabled, the following fields can only be changed by admins: First Name, Last Name, Drivers License Number, MMJ Card Number*



## ADD PATIENT - DRIVER'S LICENSE SWIPE

Adding patients to Gram or GrowTracker is easy.

Navigate to: **Patient Management** page by clicking "**Patients**" in the top left corner of GramTracker.



If you have a Driver's License Swiper, and are in a State who's driver's licenses contain the proper data, you can add a patient to the system by clicking in the "*Enter or Scan Driver's License #*" field, and swiping the license.

If the Driver's License number doesn't yet exist in your system, the below screen will appear

## Patient DL Search

No exact matches were found for this Drivers License Number: 8675309

[Create New Patient Record From Drivers License](#)

Clicking "*Create New Patient Record...*" Will take you to the Add Patient form, with the data that was contained on the license, pre-populated into the appropriate fields.

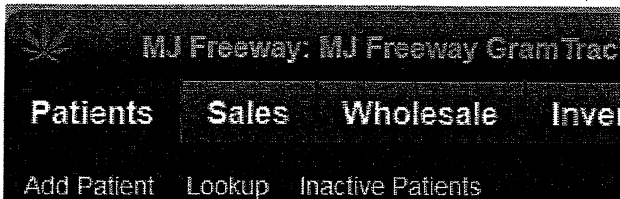




## ADD PATIENT - MANUAL

Adding patients to Gram or GrowTracker is easy.

Navigate to: **Patient Management** page by clicking "**Patients**" in the top left corner of GramTracker.



On this page, simply click the "**Add Patient**" button at the bottom of the page.



Clicking this will take you directly to the patient form.

## THE PATIENT FORM

Mostly, the Patient Record Form is simple data entry, and you can fill in patient data basics such as Name, Street Address, and phone numbers as you would expect.



## Patient Profile

<b>Name</b>		<b>Phone</b>	
Robert	B McBoberson	Primary	None
First	MI, Last	Secondary	None
Bob		Tertiary	None
Goes by			
<b>Mailing Address</b>		<b>E-mail</b>	
600 Notareain Ave.			
Street Line 1		<input type="checkbox"/> Add Patient to Mailing List	
Street Line 2		<b>Preferred Contact Method</b>	
SAN FRANCISCO		<input type="checkbox"/> Phone <input type="checkbox"/> E-Mail	
City		<input type="checkbox"/> Text Message <input type="checkbox"/> US Mail	
CA	94116		
State/Province	Zip		



**E-mail:** This is the patient's email address. This allows you to send invoices to the patient.

**Add Patient to Mailing List:** This, along with contact method and an email address, allow the patient to receive communications through the Text and Email marketing utility.

**Preferred Contact Method:** Though mostly for internal reference, Text Message and Email determine whether or not this patient is opted in to your communications from the Text and Email marketing utility.

Other Important fields on the Patient Record vary by state.

Some of the important fields include:

**Driver's License Number:** This allows for either the Driver's License Swiper, or for manual typing of the License Number to quickly locate the patient in the system. The value that is typed here is the value that is searched for on the patient management, "Enter or Scan Drivers License #" field.

**MMJ Card / Expiration Date:** This field allows you to record the License, Registration, or Recommendation number and expiration date for the patient. If the instructions in the Patient Settings of this guide have been followed, a patient must have a number and future date recorded here to be able to purchase any products containing MMJ.

**Member:** This field determines **ONLY** if this patient pays the Member price entered on a product vs the standard price. In states where every patient is required to be a member of the collective, this may be used to control who gets discounts as a Senior, Veteran, or Student.

**Tax Exemption:** Clicking this will cause the Point of Sale to skip applying tax to orders for this patient.

<b>Birth Date</b>	<b>Member</b>
Month: Day: Year:	<input type="radio"/> No
Jan 1 1957	If yes, the patient receives Member level pricing
<b>Driver's License Number</b>	<b>Tax Exemption</b>
8675309	<input type="checkbox"/> Exempt From Sales Tax
<b>MMJ Card</b>	
Number: Expiration:	
Format: 02/02/2013	





**Physician Info:** Allows you to record information about the recommending doctor, if applicable.

**Caregiver/Primary Center:** Allows you to select the Caregiver for this patient. This list can be pre-populated in **Admin > Customize Lists**

**Override Inventory Limits:** For states that control how many plants a patient may be allocated, the override allows you to specify that this patient is allowed more than the default. Clicking this will pop up a menu that allows you to type in this patient's additional plants.

**Paperwork Complete:** This box is an indicator that you have everything that **your organization** needs for this patient. Since the requirements for each center may be slightly different, this is never checked automatically.

<b>Physician Info</b> <input type="text"/> First <input type="text"/> Last <input type="text"/> Phone	<b>Caregiver/Primary Center</b> - None - <input type="text"/> Designation Date <input type="text"/> Phone <input type="text"/> Caregiver/Primary Center Notes
<b>Physician Recommendation</b> <input type="checkbox"/> Recommendation verified	<b>Paperwork</b> <input type="checkbox"/> Paperwork Complete <input type="text"/> Details
<b>Diagnosis</b> <input type="text"/>	
<b>Override Inventory Limits</b> <input type="checkbox"/> Override	

**Notes and Additional Information:** This allows you to record notes about this patient, such as indicating that they are also an employee, or that this person owes additional fees.

**How did you hear about us?:** Allows you to track how this patient was referred to your organization. This list can be pre-populated in **Admin > Customize Lists**.

<b>Notes &amp; Additional Information</b> <input type="text"/>	<b>How did you hear about us?</b> - None -
---	---



**Patient Documents:** Optionally, you may upload scanned copies of your Patient Files.


**Patient Photo:** Typically a scan of the Patient's Driver's License. This needs to be a picture file, PNG GIF JPG JPEG, so that it can display on the patient Profile page.

**Patient Documents:** You may upload as many documents as you like, and they can be of any of the following file types: TXT DOC DOCX PDF XLS XLSX GIF JPG JPEG BMP PNG RTF. These documents will be linked on the Profile page, and when clicked, the document will open in a new window, so it can be reviewed, then closed quickly.


**OPEN SUPPORTING DOCUMENTS**

Need Help with supporting documents

**Patient Photo:**



**Patient Files:**

	Description:	Order
 latinfighting.jpg 195.73 KB image/jpeg	<input type="text" value="Rec Paperwork"/> <input type="button" value="Remove"/>	0 v
<input type="button" value="Browse"/>	<input type="button" value="Upload"/>	1 v

Maximum Filesize: 5 MB  
Allowed Extensions: txt doc docx pdf xls xlsx gif jpg jpeg bmp png rtf

Upload any supporting files for this patient

When you are finished filling out the patient form, you can click "Save" at the bottom of the page, and you will be brought to the Patient profile.

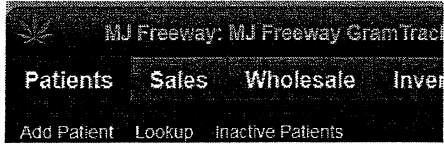


## CHECK IN

After a patient is entered in the database, they can be checked in immediately.

For future visits, you will need to locate the patient record again to check them in.

Navigate to: **Patient Management** page by clicking "PATIENTS" in the top left corner of GramTracker.



On this page, you may search by using the first name, last name, or both of the patient using the name fields

### Search for Patient by Name

First Name:

Last Name:

Alternatively, you may either swipe or type the License into the "Enter or Scan Driver's License #:" field and hit Enter/Return on your keyboard. You can also configure the system to search for MMJ Card numbers.



### Patient Lookup

#### Search for Patient by Drivers License

Enter or Scan Drivers License #:

If that License Number is found in the system, the patient record will be brought on screen.



Status	Patient Record	Patient History	Order History
Patient Name:	Robert B. McBoberson	 Total Spent: \$0.00 Number of Orders: 0	
	#41		
Goed By:	Bob		
Card Expiration:			
Member Since:	Non-member		
Paperwork:	Incomplete		
Last Visit:	Never		
Diagnosis:			
Uploaded Files:	 Rec Paperwork		
Status Reset: <input type="text" value="-None-"/> <input type="button" value="Save"/>			
<input type="button" value="Check In"/>	<input type="button" value="Start Order"/>	<input type="button" value="Clear"/>	

The employee viewing the record can then check over the patient's details. If corrections or additions need to be made, you may click the "Patient Record" tab, to access that form. Alternatively, if those details are correct, then you may click "Check In" to add the patient to the checked in patient queue.

Checked In Patients
Bob McBoberson

This list will populate in order, showing the earliest checked in patient at the bottom, indicating who is next in line.



## RINGING AND COMPLETING ORDERS

### STARTING ORDERS

Whether you call them Sales or Donations, Orders are the primary transaction that record the products you give to your patients, and the money collected from them.

These transactions allow you to keep the most accurate count of your inventory, as well as insuring that your patients have the proper labels on their medicine, keeping them, and you, in compliance with your local law.

### SKIPPING CHECK-IN

The check in process described in the previous article is optional. While useful for most locations, not all times of day may be busy enough to necessitate a check-in.

Skipping the check-in step is easy. On the patient profile, simply click "Start Order" instead of "Check-in".

Check In

Start Order

### STARTING AN ORDER FOR A CHECKED-IN PATIENT

Once a patient is checked-in, their name will appear in the checked-in list in the order they were checked-in. In this example, Bob was checked in before Shirly.

#### Checked In Patients

Shirly Temple

Bob McBoberson

Typically, the check-in process happens at a Front Desk workstation, separate from a Budtender station where patients select items.

When a budtender is available to serve the next patient. To start an order for a checked in patient, a budtender typically looks at this list on their own workstation, then calls the name of the next patient (or the Front Desk employee sends them), and the budtender simply clicks the name of the patient to start an order.

*Note: Clicking the patient's name more than once will create more than one order for the patient. If you find yourself with multiple orders for the same patient, check to make sure you are not double-clicking the patient name.*

### THE ORDER SCREEN

Once an order has been created for a patient, you will be taken to the Order, or Sales, screen. This page provides the space to organize and create your patient's order.

**Note:** Orders stay in place until they are either completed or manually cancelled. Even if the browser window is closed, or you click away from the order. To access the order again, simply click on the patient's name again in the "In Progress Orders" section of the Patient Management page.

#### In Progress Orders

#2 Bob McBoberson



## ORDER SCREEN

The order screen is broken into three major sections.

### Section 1 - Menu

The Menu section of the order screen provides a place to search for and manually add items to the order. The items shown on the menu will be Products for which you have Inventory.

If you do not see an item on the menu that you otherwise expect, check the **Inventory > Products** page to verify that:

- The Product exists
- The Product has Inventory

The Product Name search box will search for any item that contains the text you provide.

The Product Category dropdown will show you all items of the selected category.

Beneath that, the alphabet buttons will show you any item starting with the letters you click.

The Details button will take you out of the order to the detail page for the product.

The Labels button will print a product label for the product.

The Grid View button will switch the menu to show products as touchscreen friendly buttons.

Clicking on an item will add that item to the order. This will be covered in depth later in the class.

The Patient Data tab allows the bartender to see the details of the patient that they are serving, including notes and patient favorites.



## SECTION 2 - DATA

Order #2 for Robert McBoberson

MMJ Card Expires: Mar 31, 2013

Data Field:

DESCRIPTION	PRICE
	\$10.00

Select Item Above

Select Item Below

X Delete Item

SUBTOTAL: \$10.00  
CITY TAX: \$0.25  
STATE TAX: \$0.32  
MMJ TAX: \$0.20  
TOTAL: \$10.77  
PAID: \$0.00  
DUE: \$10.77  
CHANGE: \$0.00

This section contains the data for the order itself.

At the top, you can find the Order Number, the patient name, and card expiration date.

Clicking the Patient Name will take you to the Patient Profile page, if you need to check additional details.

Next is the Data Field. This field allows you to type or scan item or package SKUs adding items to the order faster than using the Menu buttons.

This field can also be used to add coupons to the order, to tell the system how much cash a patient has given you, and to reprint receipts.

These concepts are explored in detail in our knowledgebase, but beneath the order is a quick "Cheat sheet" of some common Data Field commands.

### Helpful Tips

#### Use the Data Field to:

- \* Clear the order - **CL**
- \* Reprint the receipt - **RP**
- \* Multiple Quantity - **3\*** and then choose product
- \* Enter dollar amount (i.e. \$50.50) - **5050**
- \* Manually enter Credit Card - **1111222233334444mmmy**
- \* Manually enter a Bar Code - **123456**
- \* Find Order - order number (**8979**) and then press **'Find Order'** button

*Note: Some of these only function in certain setups or order statuses.*

*You may only enter a credit card number if you are processing cards through GramTracker, and you may only*

*Reprint a receipt for a completed order.*



As products are added to the order, the Data section will display them, their subtotals, and any coupons or discounts applied to the order.

The Select Item Above/Below buttons allow you to select items on the order so that you may apply coupons, or use the Delete Item button to remove it from the order.

Beneath, you will also see a number of buttons.



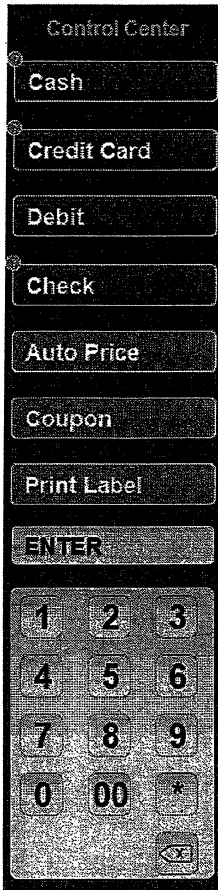
The Cancel Order button will cancel the order, and remove it from the "In Progress Orders" queue. These cancelled orders are not processed, and can be viewed by an administrator on the Sales report.

The Clear button will clear any error message on the order. If clicked when no error message is present, this will drop you back to the Patient Management screen. You may re-open the order by clicking on it in the In-Progress Orders list.

The Refund Order button will attempt to refund and restock the item you have selected on a completed order. Please see section I. of this article for more detail.

The Find Order button can be used if no order is currently loaded. This can be accomplished by clicking the "Sales" button instead of starting an order for a patient.





### SECTION 3 – CONTROL CENTER

The Control Center provides several various functions.

Clicking Cash, Credit Card, Debit, or Check will apply payment to the order. If no amount is typed into the Data Field when one of these buttons are clicked, GramTracker will assume exact change for the order and will consider it complete then allowing you to print a receipt.

The Auto Price button must be manually enabled by an administrator. This button will “split” the existing Price by Weight items on the order, depending on your settings. For further details about the Auto Price button, please visit our Knowledgebase.

The Coupon button will allow you to add pre-created coupons to the order, and depending on your configuration or permissions will allow you to apply “on the fly” discounts.

The Print Label button, by default, will print a label for the item you currently have selected. An administrator user can control the behavior of this button by navigating to **Admin > Settings > General Settings**, then clicking Label Printing Options.

The Keypad can be used to enter numbers into the Data Field for touchscreens.



## ADDING ITEMS TO THE ORDER

### Simple/Simple Items

Adding a Simple/Simple item to an order is easy, simply click the item in the Menu, or type or scan the item's SKU in the Data Field.

Data Field:

T-Shirt	\$20.00
---------	---------

To quickly add multiple simple items to an order, type, or use the keypad to enter into the Data Field the number of items you'd like to add, followed by the asterisk (Shift 8), then click on the product, or scan its SKU.

Data Field:

3X T-Shirt	\$60.00
------------	---------

If the item is Batch Tracked, when adding the item to the order, you'll need to select which Package you're Selling from.

### Package ID:

You have selected a batch-tracked inventory item. Please select the package from which this item is being sold to add it to the order.

Add To Order

Alternatively, if you have applied package labels to your items, you can simply scan or type the Package ID into the Data field to automatically sell from that package.

Data Field:

Brownie	\$10.00
BROWNIE	\$10.00

Properly selecting package numbers is a vital part of both inventory management, as well as staying in compliance with State Regulations. When you sell from a specific package, the batch data associated with that package is printed in the label.



## Price by Weight/Bulk Items

Adding Loose flower to an order is slightly different, as you will need to tell GramTracker not only how much the Patient wants to get, but also the exact measurement the budtender is giving them. Clicking on or scanning or typing the SKU for a Price by Weight / Bulk item will pop up the Selections window. This window allows for several types of control. First, we have to select the Package from which we are selling.

### Price/Weight Selections

**Blue Dream**  
**\$0.00/gr**

Package ID:  
PKG-12: 250.00 GR  
PKG-12: 250.00 GR  
PKG-13: 250.00 GR

	Price	Member Price
<input type="radio"/> 15 gram	15.00	13.00
<input type="radio"/> 3.5 g (1/8oz)	50.00	45.00
<input type="radio"/> 7 g (1/4oz)	90.00	85.00
<input type="radio"/> 14 g (1/2oz)	170.00	165.00
<input type="radio"/> 28 g (1oz)	325.00	300.00

How many grams can I buy with:

Quantity to Charge to Patient:  grams v

Quantity to Deduct from Inventory  grams v

Choose Price Level:  
Standard Pricing v

Safe Price: \$

**Add To Order** **Clear Data**

The "How many Grams can I buy with:" field will calculate how much of that product can be purchased with a particular amount. To use this field, type in a value in dollars, and click in the white space outside the box.

How many grams can I buy with:

\$ 42  
2.5 x 1 g (\$37.5)  
Taxes: \$2.89  
Total Cost: \$40.39  
Money Remaining: \$1.61



The **Selection** buttons are quick methods of selecting what a patient wants to purchase. If a patient requests an eighth, simply click the 1/8th weight button.

Select	Weight	Price	Member Price
<input type="radio"/>	1 gram	15.00	13.00
<input checked="" type="radio"/>	3.5 g (1/8oz)	50.00	45.00
<input type="radio"/>	7 g (1/4oz)	90.00	85.00
<input type="radio"/>	14 g (1/2oz)	170.00	165.00
<input type="radio"/>	28 g (1oz)	325.00	300.00

When a weight is selected, using these buttons, two fields are then populated with that weight.

**Pricing & Inventory Adjustments**

Quantity to Charge to Patient:

Quantity to Deduct from Inventory:

The *"Quantity to Charge to Patient:"* field is how much the patient will pay/contribute for. If the patient is purchasing an odd amount that you do not have a pricing level for, you can simply type the amount into this box. The *"Quantity to Deduct from Inventory"* field is how much the patient will actually be getting. If a supported integrated scale is attached to the device, hitting the proper button will populate the *"Deduct from Inventory"* field. Alternatively, the budtender may simply type the amount on the scale into the field. When there is a difference between the amounts, the budtender then also must supply a reason for that difference. While customizable by an administrator in **Customize Lists**, the default is simply *"Loose Bud"* which is a standard way of saying *"weighing heavy"*.

**Pricing & Inventory Adjustments**

Quantity to Charge to Patient:

Quantity to Deduct from Inventory:

**Adjustment reason:**

Loose Bud

Select One

Loose Bud

Moisture Loss

Promotional

Stem



When the transaction is completed, the Patient will pay for or contribute the amount for only 3.5 grams, while 3.58 grams will be deducted from inventory, keeping inventory levels up-to-date.  
Clicking **Clear Data** will remove any information you've added to this screen, allowing you to start over.  
Clicking **Add to Order** will add the product to the order.

Data Field:

3.5 g (1/8oz) Blue Dream \$45.00

### Price by Weight/Simple Items

These items are typically prepackaged Medical Flower in any weight, or packaged wax in either half or full grams. Scanning or typing the SKU for the Weight Level of the products will prompt you to tell the system which Package you're selling from.

Add Packages

Weight	Package	Avail	Price	Member Price
1 gram	PKG-14: 10 <input type="button" value="Add"/>	10	15.00	13.00
3.5 g (1/8oz)	PKG-15: 21 <input type="button" value="Add"/>	21	50.00	45.00
7 g (1/4oz)	PKG-16: 10 <input type="button" value="Add"/>	10	90.00	85.00

Here, we can click "Add" to add a unit to this screen from the selected package.

Selected Packages

Qty	Package ID	Package Amt
1	PKG-15	3.5 g (1/8oz) *

Price

3.5 g (1/8oz) - \$50.00

Sale Price: \$



On this screen, you can add more than one unit to attempt to "combine" those units and sell them as one. For example, if a patient wants to purchase a quarter of my Blue Dream, but I don't have any quarters pre-packaged, I can sell two eighths as a single quarter.

### Selected Packages

Package Added			
Qty	Package ID	Package Amt	
1	PKG-15	3.5 g (1/8oz)	X
1	PKG-15	3.5 g (1/8oz)	X

### Price

7 g (1/4oz) - \$90.00 ▾

Sale Price: \$ 90.00

When the order is completed, the patient is only charged for the quarter, but both eighths I told the system I was selling are properly deducted from the system.

*Note: While this can save your budtenders some time, beware that you are only selling weights for which you have prices. If a patient orders three eighths, I cannot use the single prepack screen to sell those units unless I have a pricing weight added for 10.5 grams (3.5g \* 3).*



### Selected Packages

Package Added			
Qty	Package ID	Package Amt	
1	PKG-15	3.5 g (1/8oz)	X
1	PKG-15	3.5 g (1/8oz)	X
1	PKG-15	3.5 g (1/8oz)	X

### Price

7 g (1/4oz) - \$90.00 ▾

NOTE: Your weight charged varies from your fulfillment weight by 3.5 GR.

**Adjustment reason:**  
Loose Bud ▾

Sale Price: \$ 90.00

A faster, easier and more accurate way to add prepackaged units to an order is to properly label each unit with a package label, and barcode scan or type the Package ID into the Data Field.

### Data Field:

PKG-15

3.5 g (1/8oz): Blue Dream - Prepackaged	\$50.00
3.5 g (1/8oz): Blue Dream - Prepackaged	\$50.00



Once all weights are added to the order, the Auto Price button can then combine the total weight on the order and allow you to sell two units as a single other weight.

**Auto Price**

3.5 g (1/8oz): Blue Dream - Prepackaged	\$45.00
3.5 g (1/8oz): Blue Dream - Prepackaged	\$45.00

**COUPONS AND DISCOUNTS**

Adding a coupon or discount to an order is easy. First, use the **Select Item Above/Below** buttons to select the item you'd like to which you'd like apply the coupon.

3.5 g (1/8oz): Blue Dream - Prepackaged	\$45.00
3.5 g (1/8oz): Blue Dream - Prepackaged	\$45.00
3.5 g (1/8oz): Blue Dream	\$50.00
2X Brownie	\$20.00

Then, click the Orange **Coupon** button on the Control Center on the right hand side of the order. This causes the **Coupons** window to appear.

**Coupons and Discounts**

**What do you want to do?:**

Apply an existing coupon ▾

**Coupon to Apply:**

Brownies 2 for \$15 (B215/\$5.00) ▾

**Apply**

The "What do you want to do?" dropdown will allow you select between applying an existing pre-created coupon, or, if you have the permissions to do so, to discount either the line item or the order.

**What do you want to do?:**

Apply an existing coupon ▾

Apply an existing coupon

Discount the selected order line (\$20)

Discount the current order subtotal (\$160)





If you are applying an existing coupon, clicking the "Coupon to Apply" dropdown will allow you to select from your pre-created coupons.

**Coupon to Apply:**

Ten Percent Off (10OFF/\$16.00)	▼
Ten Percent Off (10OFF/\$16.00)	
\$10 off on your birthday (10OFFBDAY/\$10.00)	
Brownies 2 for \$15 (B215/\$5.00)	

*Note: Only coupons for which the order qualifies will appear in this list. If a coupon is missing from this dropdown, make sure that the order meets the requirements for the coupon.*

After selecting the coupon, clicking "Apply" will add the coupon to the order, reducing the subtotal of the order.

SUBTOTAL: \$160.00  
COUPON: B215: -\$5.00  
SUBTOTAL EXCLUDING TAXES:  
\$155.00  
STATE TAX: \$4.96  
MMJ TAX: \$3.10  
CITY TAX: \$3.88  
TOTAL: \$166.94  
PAID: \$0.00  
**DUE: \$166.94**  
**CHANGE: \$0.00**

If you do not have a pre-created coupon, and you have the permissions to do so, you may also Discount an order. Click the **Coupon** button, and select either "Discount Selected Order Line" or "Discount the Order Subtotal" from the "What do you want to do?" dropdown.

**What do you want to do?:**

Apply an existing coupon	▼
Apply an existing coupon	
Discount the selected order line (\$90)	
Discount the current order subtotal (\$160)	



Next, select if you would like to discount by **Price** or **Percent**, type the value you would like to discount in the **Amount** field, and make any notes you wish to see.

**Discount Type:**

Percentage ▾

**Discount Amount:**

10

dollars or percent to apply to order.

**Note:**

First time customer

notes about this discount.

Clicking **Apply** will add this discount to the order, and will be deducted from the subtotal.

SUBTOTAL: \$160.00  
DISCOUNT 10% OFF LINE: FIRST  
TIME CUSTOMER : -\$9.00  
COUPON: B215: -\$5.00  
SUBTOTAL EXCLUDING TAXES:  
\$146.00  
STATE TAX: \$4.67  
MMJ TAX: \$2.92  
CITY TAX: \$3.65  
TOTAL: \$157.24  
PAID: \$0.00  
**DUE: \$157.24**  
CHANGE: \$0.00

To remove a coupon, click the Coupon button.  
From the "What would you like to do" dropdown, select "Remove a previously applied coupon or discount".

**Coupons and Discounts**

**What do you want to do?:**

Remove a previously applied coupon or discount ▾

**Select the discount(s) to remove:**

- DISCOUNT 10% OFF LINE: First time customer (-\$9.00)
- Coupon: B215 (-\$5.00)

Click the checkbox next to the coupon or discount you would like to remove, then click **Apply**.



The coupon will be removed and the totals recalculated.

SUBTOTAL: \$160.00  
DISCOUNT 10% OFF LINE: FIRST  
TIME CUSTOMER : -\$9.00  
SUBTOTAL EXCLUDING TAXES:  
\$151.00  
STATE TAX: \$4.83  
MMJ TAX: \$3.02  
CITY TAX: \$3.78  
TOTAL: \$162.63  
PAID: \$0.00  
**DUE: \$162.63**  
**CHANGE: \$0.00**

#### COMPLETING AN ORDER

As previously mentioned, orders will remain in-progress until they are completed or cancelled. To cancel an order, simply click the **Cancel** button at the bottom of the order screen. These cancelled orders are not processed, and can be viewed by an administrator on the Sales report. Completing the order requires payment. If the patient is providing you with exact change for an order, you may simply click the type of payment method they are using. This will complete the order, and allow you to print receipts or labels.

If the patient is not giving you exact change, the amount of payment they give you may be entered into the Data Field using either your keyboard or your on-screen keypad. When adding this information, you will need to **include change, and do not use a decimal**. In our example, if a patient were to give us \$200.00, we would enter it as below:

Data Field:

20000



Clicking the payment button (typically cash) will add that amount of payment to the order, and show the Receipt pop-up, detailing how much change the patient should receive.

### Print Labels and Receipts

Order #6

Order Total: \$172.32

Change Due: \$27.68

Check off the labels you wish to print:

	Product	Click a label to print individually
<input checked="" type="checkbox"/>	1.00 x 3.5 g (1/8oz): Blue Dream - Prepackaged (Actual:3.50 GR)	<ul style="list-style-type: none"> <li>• Patient Detailed</li> <li>• Patient &amp; Ingredients</li> </ul>
<input checked="" type="checkbox"/>	1.00 x 3.5 g (1/8oz): Blue Dream - Prepackaged (Actual:3.50 GR)	<ul style="list-style-type: none"> <li>• Patient Detailed</li> <li>• Patient &amp; Ingredients</li> </ul>
<input checked="" type="checkbox"/>	1.00 x 3.5 g (1/8oz): Blue Dream (Actual:3.5800 GR)	<ul style="list-style-type: none"> <li>• Patient Detailed</li> <li>• Patient &amp; Ingredients</li> </ul>
<input checked="" type="checkbox"/>	2.00 x 2X Brownie	<ul style="list-style-type: none"> <li>• Patient Detailed</li> <li>• Patient &amp; Ingredients</li> </ul>

Control Center

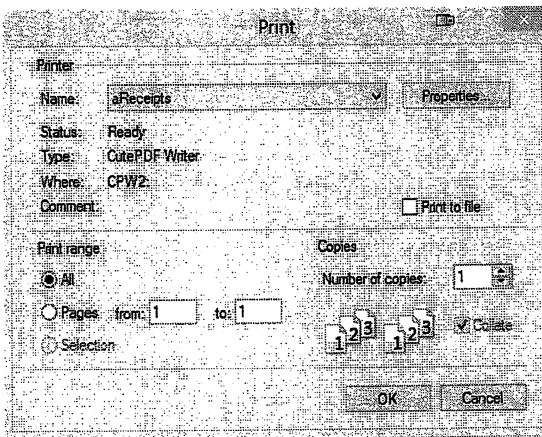
[Print Receipt](#)

[Print Selected Labels](#)

[Close and Return to Order](#)

[Close and Select New Patient](#)

Clicking the **Print Receipt** button will cause Firefox to show the print dialog, you may then select your receipt printer, and click OK to print.





With a typical hardware configuration, printing the receipt will also open the cash drawer so that change can be given.

Next, we can click the **Print Selected Labels** button will print labels for all items selected via checkbox on the left. Depending on your workflow, this step may already be complete.

Gram Tracker 10/14/2013  
800.867.5309  
Producer: 8675309  
Patient: 41  
Reg#: 8675309  
Blue Dream

hybrid

Blue Dream  
Net Weight: 3.58 GR  
Batch ID: BD101413  
Lic# 8675309.

Chemical additives: Bone Meal, Grow  
Booster

**AZ DEPT OF HEALTH SERVICES**

**WARNING:** Marijuana use can be addictive and can impair an individual's ability to drive a motor vehicle or operate heavy machinery. Marijuana smoke contains carcinogens and can lead to an increased risk for cancer, tachycardia, hypertension, heart attack, and lung infection. **KEEP OUT OF REACH OF CHILDREN.**

Finally, the budtender can click **Close and Select New Patient** to return to the Patient Management screen, and move to the next waiting Patient.

Checked In Patients

SETH DEWBERRY

In Progress Orders

No working orders



## AFTER A SALE

Once a Sale has been completed, several changes happen in the system.

First, any inventory that was added to the order is deducted from its selected packages. An entry is made in the Transaction History for that product, detailing the amount, Order number, time, date, and cashier for that order.

### Blue Dream - Prepackaged

#### CUSTOMIZE TRANSACTION HISTORY REPORT PARAMETERS

Type	Date	Amount	New Level	Pkg ID	New Pkg Level	Price Weight	Cost	User	Description	Actions
SALE	Oct 14, 2013 12:20:pm	-1	19	PKG-15	19	3.5 g (1/8oz)		NelsB	1 sold of Blue Dream - Prepackaged on order #6 by NelsB on Oct 14, 2013 12:20:pm	
SALE	Oct 14, 2013 12:20:pm	-1	20	PKG-15	20	3.5 g (1/8oz)		NelsB	1 sold of Blue Dream - Prepackaged on order #6 by NelsB on Oct 14, 2013 12:20:pm	

Second, any cash taken in, and given out during the transaction is logged in the Register Adjustment history, found at **Admin > Registers > Transaction History**.

### Default Register

Type	Date	Transacted Amt	New Level	Transactor	Description
ORDER	Oct 14, 2013 12:20 pm	-\$27.68	\$334.95	NelsB	Cash transaction for Order #6 for -\$27.68 by NelsB on Oct 14, 2013 12:20 pm.
ORDER	Oct 14, 2013 12:20 pm	\$200.00	\$362.63	NelsB	Cash transaction for Order #6 for \$200.00 by NelsB on Oct 14, 2013 12:20 pm.

And the sale itself is now listed in our Closing Report, as well other reports.

You can find the Closing Report by navigating to **Reports > Closing**

#### OVERVIEW

Start date: October 14, 2013 - 00:00  
End date: October 14, 2013 - 23:59

	POS Cash	Total
Incoming Payments	\$172.32	\$172.32
Cancelled Orders	\$0.00	\$0.00
Net Incoming Payments	\$172.32	\$172.32

Net Sales	
Incoming Payments	\$172.32
Refunds	\$0.00
<b>TOTAL</b>	<b>\$172.32</b>



## MARKETING AND COMMUNICATION

### CREATING COUPONS

A Coupon allows us to reduce the subtotal of an order, or the subtotal of a single item on an order, by a defined dollar amount or percentage. Coupons can be added, edited, and inactivated (in cases where you need to temporarily or permanently disable a Coupon.)

Note: It is important to remember that these discounts are applied to the subtotal, pre-tax. If you are working with tax included pricing, you will need to include tax in your discounts as well.

Navigate to Admin > Coupons

Active coupons

Inactive coupons

Add new coupon

Discount Settings

## Coupons

Name	Code	Value	Valid until	Actions
Ten Percent Off	10OFF	10.00%		<a href="#">edit</a>
\$10 off on your birthday	10OFFBDAY	\$10.00		<a href="#">edit</a>
Brownies 2 for \$15	B215	\$5.00		<a href="#">edit</a>

[Add a Coupon](#)

Clicking "Add Coupon" will allow us to specify all the aspects of a new coupon.

## Coupons

**Coupon name: \***

Monday Texting Special

**Coupon code: \***

10MON

Coupon codes cannot be changed once they have been used in an order.

**Coupon Name** – This is the user defined name for your coupon, and is both what appears to the Budtender when selecting a coupon, and what is printed on the receipt.

**Coupon Code** – This is essentially the SKU for your coupon. Although there are multiple ways to add a coupon to an order, entering the Coupon Code during the sale will be one of the fastest.



❶ **Expiry date:**

2014-12-30

December		2014				
SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**Expiry Date** – This is the date that the coupon expires. In the example above, this coupon would be useable until the end of the day, 2014-12-30.

**Active**

❷ Check to enable the coupon, uncheck to disable the coupon.

❸ **Discount type:**

Price

❹ **Discount value: \***

10

Enter values without symbols, for 15%, enter "15" and choose Percentage as the discount type.

**Active** – This checkbox allows us to inactivate and active coupon or activate an inactive coupon.

**Discount Type** – The options on this drop-down are 'Price' and 'Percentage.'

With 'Price' selected, the coupon will reduce the dollar amount of a patient's order by the dollar amount of the value entered in the following field, 'Discount Type,' in this case, \$5.

With 'Percentage' selected, the coupon will reduce the dollar amount of a patient's order by the percentage amount of the value entered in the following field, 'Discount Type.'





**Minimum order limit: \***

10

A minimum order total that applies to the coupon, or 0 for no minimum order limit.

**Maximum number of redemptions (per code): \***

0

Enter the maximum number of times each code for this coupon can be used, or 0 for unlimited.

**Maximum number of redemptions (per patient): \***

1

Enter the maximum number of times this coupon can be used by a single patient, or 0 for unlimited.

**Minimum Order Limit** – The value entered here represents the minimum subtotal dollar amount a patient must reach on their order before the coupon will be useable, in this case, \$20.

**Maximum number of redemptions (per code)** – This value represents the number of times this coupon can be used, ever. In this case, the coupon can only be used 100 times altogether.

**Maximum number of redemptions (per patient)** – This value represents the number of times any individual patient can use the coupon. In this example, the coupon will only be available once for each patient.

**Member / Non-Member usage of coupon:**

- All
- Member
- Non-Member

What type of patient can this coupon be used on?

**Member / Non-Member usage of coupon:** - Each patient profile can be set to either 'Member' or 'Non-Member.' These bubbles allow you to restrict a coupon to only Members, only Non-Members or All patients, as is the case here.



**Is this a line level coupon or a coupon for the entire order:**

- This coupon can be applied to every applicable line on the order.
- This coupon can only be applied to the line selected.

**Is this a line level coupon or a coupon for the entire order:** - These options allow you to control how the coupon value is distributed across the patient's order.

*"This coupon can be applied to every applicable line on the order"* This option will cause the coupon value to spread out across all items on the order in proportion to the dollar amount of each item on the order.

*"This coupon can only be applied to the line selected"* This option will cause the coupon value to be applied only to line selected at the time of coupon application.

Our Coupon is now ready to use!

Admin > Coupons > Discount Settings

## Coupons

Discount Restrictions

Check to only allow store managers to apply discounts, leave unchecked to have no restrictions.

Save

Discount Restrictions – Checking this box will disable a budtender's ability to enter their own 'on-the-fly' discount amounts during a patient's order and restrict them to only using the Coupons that have been generated in this section.



## TEXTING MODULE

MJ Freeway's texting module is based on an opt-in/opt-out model, giving patients the ability to decide if they want to receive texts or e-mails at any time. The texting module is completely integrated with MJ Freeway. This means that, along with cell phone number and e-mail address, other pieces of patient data will be sent as well.

This tutorial will cover:

1. How to send a text or e-mail
2. How to communicate, via text messaging, with patients
3. How to setup automated reminders
4. How to create and manage GROUPS of patients in order to track specific marketing attempts as well as blast specific patients based on their preferences

## SETUP AND CONFIGURATION

Responsibly communicating with your clients means allowing them to opt out of your messages.

Navigate to **Dashboard > Settings**

Here you can add headers or footers to your messages, and the Characters Remaining bar will indicate how much room you are leaving for the remainder of your messages.

## Settings

### SMS Settings

SMS Header

This text will prepend your messages.

SMS Footer

This text will be appended to your messages.

**141 Characters  
Remaining**

On this same page, you can also configure header and footer information for emails.



## SENDING MESSAGES

Since your patient data is automatically integrated with the texting platform, to send a message, simply navigate to Messages > New Messages, and you will see the following:

**Inbox** **New Message** Sent Scheduled Archive

### New Message

Message Title:

Enter the message title e.g. New Promo Message  
(for internal use only, the client will not see this)

Send Via:  Text Message  Email

Choose how you would like the message delivered.

You can choose to send either a text message, e-mail or both, based on which checkbox you select.



## TEXT MESSAGING

Selecting Text will allow you to create a message of up to 160 characters:

Send Via:  Text Message  Email

Choose how you would like the message delivered.

Send From **970-425-4755**

Text Message:

(message preview)  
Reply STOP to quit.

140 characters remaining.

The texts and e-mails you send can be sent to all of your clients or to a specific Group of those clients. These messages can be sent immediately or they can be scheduled for a later day and/or time:

Recipients:  All Clients (2 text / 1 email)  
 Blue Dream (0 text / 0 email)  
 Sour Diesel (0 text / 0 email)  
 Blueberry (0 text / 0 email)  
 All Hybrids (0 text / 0 email)  
 All Sativas (0 text / 0 email)  
 All Indicas (0 text / 0 email)  
 MJF Store (2 text / 1 email)  
 Magazine Spot (0 text / 0 email)

Send Message:

Delivery Date:  at

With MJ Freeway's texting module, once a patient has received a text they are able to reply to that message and send a message back to you. In the following example, we've sent a text indicating that we have just received a fresh harvest of Blue Dream. In the same window in the texting platform we can see that Isaac has replied with a question.



## 215 Meds Collective

Messages Clients Keywords Reminders

Inbox New Message Sent Scheduled Archive

We have just received a fresh harvest of Blue Dream!!! Reply STOP to quit.  
970-426-4766 (10/13/13 at 4:52 PM)

Any discount for your favorite patient?  
928-333-8888 (10/13/13 at 4:52 PM)

From this same window, we can reply back to him.

Navigate to **Messages > Inbox** and then click on the new message, we can reply using the message bar at the bottom of the messaging window.

Sorry Isaac, unfortunately we have a limited supply

Send



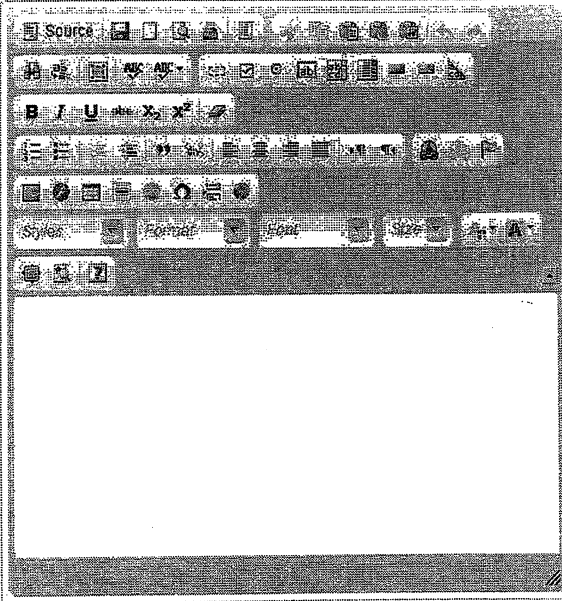
## SENDING EMAIL

Selecting email will allow you to send a formatted email:

Send Via:  Text Message  Email

Choose how you would like the message delivered.

Email Subject:   
Enter the email subject line

Email Message: 

Reply-To Address:

The various controls at the top of the form will allow you to format the email communication. You may also insert images.

*Note: While you may add formatting and images to emails, not all clients may be able to view your emails in the format you send them. You should strive to be clear and explicit in the text of your email.*



## AUTOMATED COMMUNICATIONS

Automated reminders allow us to send text messages based on select items of patient data brought from MJ Freeway.

Some of these include:

- Birthdate
- MMJ Card Expiration
- Last purchase date.

We can set this automated text to send a certain number of days before or after these dates.

### Reminders

Reminder Name:

Expiration 30-day

Name to refer to this reminder e.g. *Birthday Reminder*

Send Message:

30

days

before

Expiration Date

Enter the number of days before or after the date you wish to send reminder.

Enter 0 days to send reminder the day of.

For instance, the following example is set let patients know their medical card is going to expire in 45 days

Below, we determine the body of the text message. The same content will be sent to each patient when the date triggers the message.

Message

Based on our records, we noticed that your recommendation will be expiring in 30 days. Let us know if you need help finding a new physician.

19 characters remaining.





## GROUPS

A Group is any term that allows us to create collections of clients based on certain preferences or actions.

Navigate to **Client > Groups**

Here, we can see a small example in which we have a few strains listed, as well as dominance types.

MJ Freeway charges no additional fees for groups, and you can establish as many as you like.

### 215 Meds Collective

Messages Clients Keywords Reminders Dashboard

Client List Add New **Groups** Import Search

### Manage Client Groups

215 Meds Collective

Name	Date Added	Clients	Delete
Blue Dream	4/26/13	0	<input type="button" value="Delete"/>
Sour Diesel	5/2/13	0	<input type="button" value="Delete"/>
Blueberry	5/17/13	0	<input type="button" value="Delete"/>
All Hybrids	7/25/13	0	<input type="button" value="Delete"/>
All Sativas	7/25/13	0	<input type="button" value="Delete"/>
All Indicas	7/25/13	0	<input type="button" value="Delete"/>
MJF Store	8/1/13	2	<input type="button" value="Delete"/>
Magazine Spot	9/5/13	0	<input type="button" value="Delete"/>

Patients can opt themselves into groups in multiple ways.

First, Patients can add themselves using a web form created right from the texting platform.




## WEB FORMS

Navigate to **Dashboard > Remotes** and click on "Create Remote Form."

### Edit Remote Form

Title   
Enter a title for the form e.g. *Sign-Up Form*

Display Title?    
Display title on form?

Instructions   
  
*e.g. Please complete the form below to receive updates.*

In the end, the form would look like the following. This form can be placed on your public website, or a computer in your lobby. The patient would check off the desired boxes, which would automatically place that patient into those groups.

---

#### Strain List

check off your favs

\*First Name:

\*Mobile Phone

Interest(s)

- Blue Dream
- Sour Diesel
- Blueberry
- All Hybrids
- All Sativas
- All Indicas



## KEYWORDS

Another method a patient can use to add themselves to a group is to text us a Keyword. If a patient sends a text message to us containing any keyword associated with a Group, that patient will be placed into the appropriate group. A single keyword can be attached to multiple Groups.

For example, if I have a group named 'Blue Dream' and my intention is to capture all patients that want to be notified if I get more Blue Dream, I can attach keywords such as 'BD' or 'Blue Dream' to the Blue Dream Group.

Often, a mass e-mail is sent to all patient indicating which keywords will opt them in to which Groups, 'Text us your favorite strain and we will let you know when they arrive.'

Keyword	Response	Numbers	Starts	Ends	Opt Ins	Clients	Responses	Generate QR Code	Delete
BD	View	N/A	04/01/2013	04/20/2013	0	0	0	QR Generate QR Code	Delete
Blue Dream	View	Q.Show	04/20/2013	Never	0	1	1	QR Generate QR Code	Delete
SOUP	View	Q.Show	05/01/2013	05/03/2013	0	0	0	QR Generate QR Code	Delete
215abc	View	Q.Show	09/05/2013	09/30/2013	0	0	0	QR Generate QR Code	Delete
123	View	Q.Show	10/09/2013	10/31/2013	0	0	0	QR Generate QR Code	Delete

[Add Keyword?](#)

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To configure keywords navigate to **Keywords > Add Keyword**.

From here, we define the keyword and then populate the response with the message we would like to send when a keyword is sent to us. We then define a date range for which this keyword is valid, followed by selecting which Group, or Groups, with which the keyword will be associated. . MJ Freeway charges no extra fees for Keywords.

**Add Keyword**

Keyword	<input type="text" value="Blue Dream"/>	Assign Group:	<input checked="" type="checkbox"/> Blue Dream
	<small>Enter your Keyword e.g. Specials</small>		<input type="checkbox"/> Sour Diesel
Response	<input type="text" value="Thanks for your interest in Blue Dream"/>	<input type="checkbox"/> Blueberry	
	<small>121 characters remaining</small>	<input checked="" type="checkbox"/> All Hybrids	
		<input checked="" type="checkbox"/> All Sativas	
		<input checked="" type="checkbox"/> All Indicas	



## REPORTING ENGINE

### REPORTING ENGINE ACCESS

GramTracker provides several in-page reports, but also allows access to a powerful reporting engine. This reporting engine allows for reports to be generated with no additional load on the existing server, so even pulling massive reports won't affect your Point of Sale performance.

To access MJ Freeway's Reporting Engine, navigate to **Reports > Engine**.

*Note: You must use Mozilla Firefox to access the Reporting Engine.*

The screenshot shows the GramTracker application interface. At the top, there is a navigation bar with tabs for Patients, Sales, Wholesale, Inventory, Admin, Reports, and Help. The 'Reports' tab is selected, and a dropdown menu is open, listing various report categories: Closing, Sales, Sales Tax, Products, Transaction History, Inventory, Coupons, Patient by Caregiver, QR Export, and CO M4ED. The 'Engine' option is highlighted at the bottom of the dropdown. Below the navigation bar, the main content area is titled 'Patient Management' and includes a 'Patient Lookup' section with a search bar for 'Search for Patient by Drivers License'. To the right of the search bar, there are several status indicators: 'Checked in Patients', 'No checked in patients', 'Process Orders', 'No working orders', 'Online orders', and 'No pending online orders'. Below the Patient Management section, there are three buttons: 'Add Patient', 'Lookup Patient', and 'Export Patient Data'.

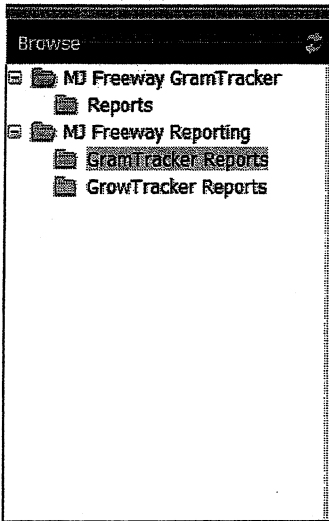
To launch the Reporting Engine, click 'Launch Reporting Engine'

The Reporting Engine will launch in a new tab, and may take a few seconds to appear.

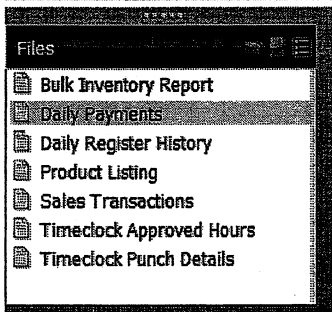
The screenshot shows the GramTracker Reporting Engine page. At the top, there is a navigation bar with tabs for Patients, Sales, Wholesale, Inventory, Admin, Reports, and Help. The 'Reports' tab is selected, and a dropdown menu is open, listing various report categories: Closing, Sales, Sales Tax, Products, Transaction History, Inventory, Coupons, Patient by Caregiver, QR Export, CO M4ED, and Engine. The 'Engine' option is highlighted. Below the navigation bar, the main content area is titled 'Reporting Engine'. It contains a paragraph describing the engine's capabilities: 'Our Report Engine provides you with a tool for deeper analysis and reporting options. It is available to all MJ Freeway clients to run our standard reports.' Below this paragraph is a prominent 'Launch Reporting Engine' button. At the bottom of the page, there is a link: 'For information about using the Report Engine, please click here to visit our knowledgebase.' To the right of the main content area, there are several status indicators: 'Checked in Patients', 'No checked in patients', 'Process Orders', 'No working orders', 'Online Orders', and 'No pending online orders'.



MJ Freeway has built an initial set of Reports which you can view by expanding the browser window. Click the Green Arrow at the top of the page.



In the browser window, you can select the folder for the type of report you'd like to view.



Once a folder is selected, you can double click on any of the reports in the list to run them.



Once you select a report, you can specify the location (for stores or delivery services utilizing MJ Freeway's multi-location functionality) for which you would like to run the report.

Some reports will offer a date range, which you can specify below the Location.

Finally, by selecting Output Type you will have the option of how you would like to view, or even export, your report.

The screenshot shows a software interface with a menu bar containing 'View'. Below the menu bar are three tabs: 'Inventory Reconciliation', 'Product Listing', and 'Sales Transactions'. The 'Sales Transactions' tab is active. Underneath the tabs is a section titled 'Report Parameters'. This section contains several fields: 'Location' with a dropdown menu showing 'Testing 2 Main Dispensary'; 'Start Date (yyyy-mm-dd)' with an empty text box; 'End Date (yyyy-mm-dd)' with an empty text box; and 'Output Type' with a dropdown menu. The 'Output Type' dropdown is open, showing a list of options: 'HTML (Paginated)', 'HTML (Single Page)', 'PDF', 'Excel', 'Excel 2007', 'Comma Separated Value', 'Rich-Text-Format', and 'Text'. Below the 'Report Parameters' section, the text 'Daily Sales Transactions' is displayed.



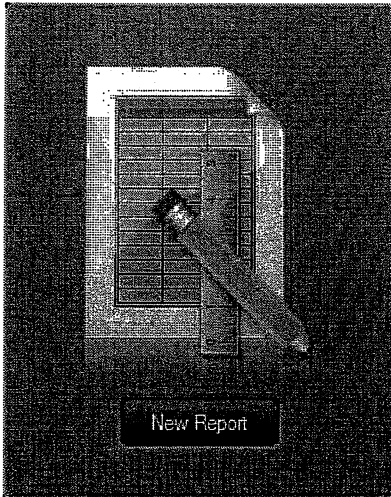
## CUSTOM REPORTS

Part of the power of the Reporting Engine is its ability to allow for custom built reports.

This means that you can report on the data you want to see in the format you'd like to see it.

Building custom reports can be time consuming, and requires gaining a knowledge of all of the varying parts and intricacies of the report builder, but it pays for itself by enabling you to create a report once, saving that report, and running it again whenever you like.

Starting a custom report is easy. After launching the Engine, click "New Report" from the main screen to get started.





## DATA SOURCES

All Custom Reports start by selecting a data source.

Data sources are collections of fields that allow for quick selection for different types of report.

Clicking on a data source will give you a preview of the type of data contained within it.

### Select a Data Source

Available	Details
Bulk Items	Orders
Employees	Order Payments
Grow Batches	Order Products
Grow Consumables	Order Line Items
Grow Plants	
Inventory	
<b>Orders</b>	
Patients	
Products	
Registers	

On this same page, you may also select a theme for your report, which will set the colors and fonts.

### Apply a Template

Templates	Thumbnail
Basic	
Pentaho	
Fall	
Spring	
Summer	
<b>Winter</b>	

After choosing a Data Source and a Template, click "Next" in the bottom right corner to continue.

Preview As:





## SELECTING FIELDS

The selections page is divided into two parts, available fields and selected fields.

To move a field from available to selected, you may either click and drag the field, or click the right facing arrow next to each section of selected fields.

Each section of selected fields offers different functionality

**Groups** – Groups will allow us to define our reporting categories. A field added to a grouping level will collect all details of that type together.

**Details** – Most of the data you actually wish to see will be added to this section. This data is simply displayed on the report in the order it is shown.

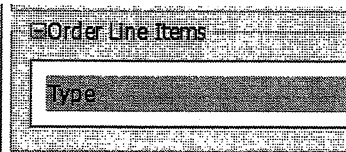
**Filters** – Fields that you wish to use to eliminate data, but don't wish to show on your report can be added here.

Often, it isn't readily apparent what exactly a field is by its name alone. If you're unsure, you can add a field to the "Details" section of your report, and preview the report.

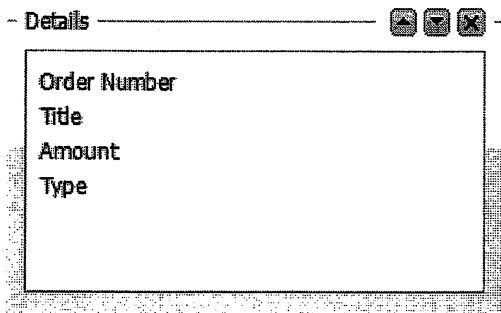
To preview your report, make sure that HTML is selected from the preview dropdown list in the bottom right, and click "Go."

Preview As:

From the Orders data source, you'll see a section with "Order Line Items" and the field "Type."



What exactly is this? We'll add it to our details section and preview to find out.





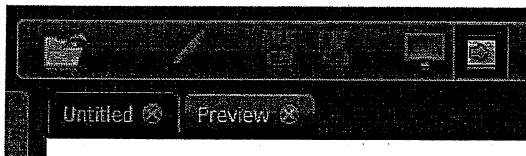
On the preview of the report, we can see that the "Type" line item appears to be whether or not this entry is tax or a coupon. This also tells us that the "Order Line Items" section must be for additional items added onto an order besides products.

Order Number	Title	Amount	Type
6	City Tax	4	tax
6	State Tax	5.12	tax
6	MMJ Tax	3.2	tax
7			
8	Coupon: IOMON	-10	coupon
8	City Tax	3	tax
8	State Tax	3.84	tax
8	MMJ Tax	2	tax

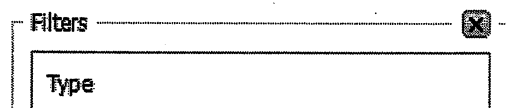
As we go forward, we can use this method for determining which data fields we want to add to our report.

In this case, we will be looking only for coupons, so we don't technically need to see the word "Coupons" in a "Type" column on the report itself.

Instead, we'll close the preview window. The preview will open in a new tab in the reporting engine. You can close this tab by clicking the "x" in the top right-hand corner. This will return you to the Report Builder.



From here, you can make further adjustments to your report. We will switch "Type" to our "Filters" section.



In the top right corner of "Available Items" you'll see a checkbox. This checkbox allows you to determine if your report should ignore \*exact\* duplicates. You might see this in your Transaction history records if you have a sale that deducts two of the exact same item. Since both records happen at the exact same time, and from the same user. This would result in a non-distinct set of records. For accuracy purposes, you would uncheck this box when working with Transaction data.



After you've selected the fields you want to work with, click "Next" in the bottom right corner to continue.





## CUSTOMIZING SELECTIONS

After selecting the items of data you'd like to display, our next section allows you to determine how you'd like to display them.

Clicking on a field from any section will allow you decide the formatting of that field, add "constrains" and determine sorting.

**Formatting** – This determines how the field is displayed. Your options are based on the data type of that field. For example, a date field will allow you to select different data formats.

### Formatting

Date Format

- default
- 02/21/2007
- Feb 21, 2007
- 21/02/2007
- 21 Feb 2007

Alignment

- Default
- Left
- Center
- Right

**Sorting Columns** – Sorting columns allows you to arrange your data in the order you wish to see it presented. You may sort on more than one field, starting with the field at the top of the Sort Columns list.

*Note: You should always sort first by the fields you use for grouping, to keep grouped data together.*

### Sort Columns

Sort Group Columns

Add

Column	Table	Asc/Desc
Completed Date Only	Orders	ascending



**Calculations** – If your field is a numeric data type, you can use this section to apply various sums and totals to the report. If you are grouping, the total you select for a field will appear as a subtotal for each group, you can group by an “all encompassing” value to be able to get a grand total at the end of your report.

#### Calculation

Use Function

None
Count
Sum
Average
Min

**Constraints** – This allows you to remove data of varying types from your report. This is used to display only the specific data you wish to see.

#### Constraints

Current Settings

Builder Free Form

Add a Constraint

AND	Completed Date Only	on or after	October 1, 2013		
	Completed Date Only	on or before	October 31, 2013		


In this case, our report should only show orders completed in the month of October. You can use as many constraints as you like, but it is recommended that you preview your report each time you add a new constraint, so that you are aware of the effects of each of your selections.

To preview your report, make sure that HTML is selected from the preview dropdown list in the bottom right, and click “Go.”

Preview As: HTML



On this report, we're trying to narrow down our report to only uses of coupons. We've selected the "type" field, and added it to our constraints. But we need to know exactly which value we're looking for.

Type   

Clicking the spyglass icon will allow us to search for our type, but if we don't know what to search for, we'll need some help. Typing an asterisk, or star, in the search box will let us search for all values, and let us select from them.

Search

Search Results

- coupon
- tax

Clicking "Ok" will add this constraint to our report, and narrow down the results for our report.

Preview As:

**Location Name: GramTracker**  
**Completed Date Only: 2013-10-15**

Title	Amount	Order Total
Coupon: 10MON	-\$ 10	\$ 126.84
Coupon: 10MON	-\$ 10	\$ 21.54
Coupon: 10MON	-\$ 10	\$ 42.76

**Completed Date Only: 2013-10-14**

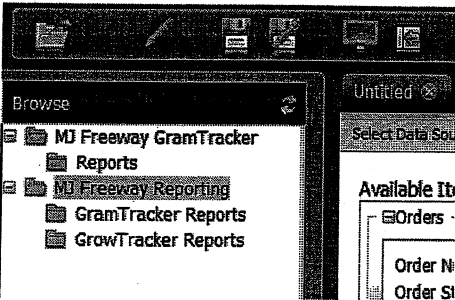
Title	Amount	Order Total
		\$ 172.32
<b>Total GramTracker</b>	<b>-\$ 30</b>	<b>\$ 365.46</b>



## SAVING REPORTS

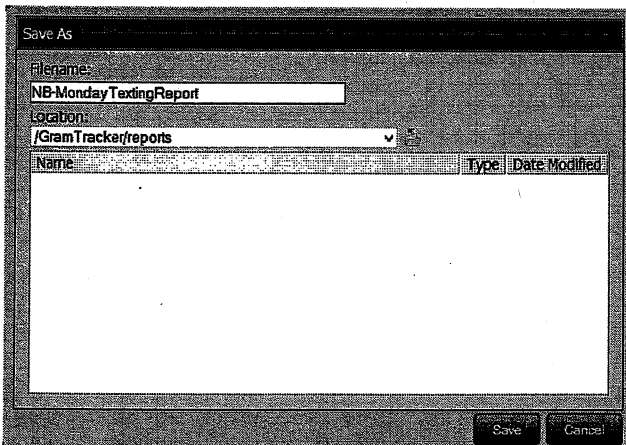
Since creating reports can often take some amount of time, you'll want to make sure that you save your reports.

You can save any report by clicking either computer disk icon in the top left corner of the engine.



The disk on its own allows you to save the report you're working on.

The disk with the pencil icon allows you to save the report with a different name, so you can quickly make and save different versions of similar reports.



When naming your report, it is recommended that you use your initials in the filename, in the event that you need to remember who created this report.

You can also only save files to a specific folder in your instance.

Double-click the folder with the name of you site, then double click the Reports folder.

Clicking Save will keep your report for later access.

Your report has been saved.

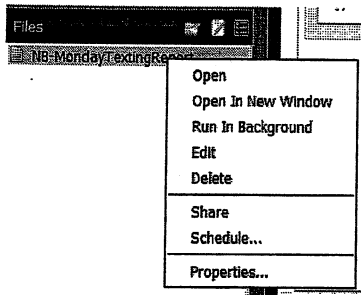
OK



## MODIFYING REPORTS

Once a custom report is saved, you may run it again at any time by navigating to your Reports folder, and double clicking on the report name. The problem with this is that the report will always run with the same set of constraints. If you wanted to run this report for a different period of time, you would need to edit the report, and change those constraints.

By right clicking on the name of the report in the Files window of the Browser, you'll see additional options for your report, one of which is "Edit".



Clicking "Edit" will bring you back to the report design view for your report, and you can change most values on the report, including constraints, using the steps you've previously learned.

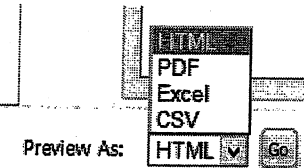
*Note: Once saved, you can no longer change the Grouping of a report.*



## EXPORTING REPORTS

Any report can be exported to Excel and further manipulated.

You have several different options for selecting reports. All of which are selectable from the "Preview" dropdown.



**HTML** previews the report within the window. This is best used for simply viewing data, or for previewing data to see if you're getting the data you want.

**PDF** exports directly into the standard Acrobat Reader. Often, this is a plugin built into Firefox, so the report will show in the same window. Usually, you can click the Save icon in the top right.



**Excel** exports data directly to Excel, including any colors from your template, and formatting from the report itself.

4	<b>Location Name: GramTracker</b>		
5	<b>Completed Date Only: 2013-10-15</b>		
7	<b>Title</b>	<b>Amount</b>	<b>Order Total</b>
9	Coupon: 10MON	-\$ 10.	\$ 128.84
10	Coupon: 10MON	-\$ 10.	\$ 21.54
11	Coupon: 10MON	-\$ 10.	\$ 42.76

**CSV** exports data to Excel as well, but without any formatting.

5	<b>Completed Date Only: 2013-10-15</b>		
6			
7	<b>Title</b>	<b>Amount</b>	<b>Order Total</b>
8			
9	Coupon: 10MON	(\$10)	\$128.84
10	Coupon: 10MON	(\$10)	\$21.54
11	Coupon: 10MON	(\$10)	\$42.76





## PIVOT TABLES AND EXCEL

When creating reports specifically to export to Excel, you often do not want to include grouping levels. This is because Excel offers its own ways to complete that functionality, and pre-existing groups can disrupt its ability to do so.

Note: These steps may vary depending on the version of Excel you have installed.

Order Number	Title	Amount	Order Total
6			\$ 172.32
8	Coupon: 10MON	-\$ 10	\$ 128.84
9	Coupon: 10MON	-\$ 10	\$ 42.76
10	Coupon: 10MON	-\$ 10	\$ 21.54

Here, we have a report with the same constraints as the one we'd built previously, but with no grouping.

When I export this to CSV, I have a clean datasheet from which I can build Pivot Tables and charts.

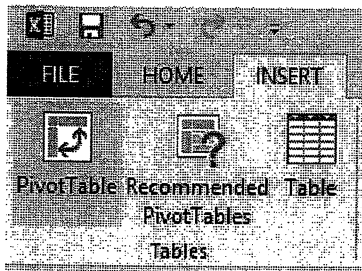
Order Number	Title	Amount	Order Total
6	-	-	\$172.32
8	Coupon: 10MON	(\$10)	\$128.84
9	Coupon: 10MON	(\$10)	\$42.76
10	Coupon: 10MON	(\$10)	\$21.54

From here, I can delete any rows that have extra spaces or extra data, such as the date the report was run and page numbers.

Then, in the top left corner of the Excel worksheet, I can click the small arrow that will select all data on the sheet.

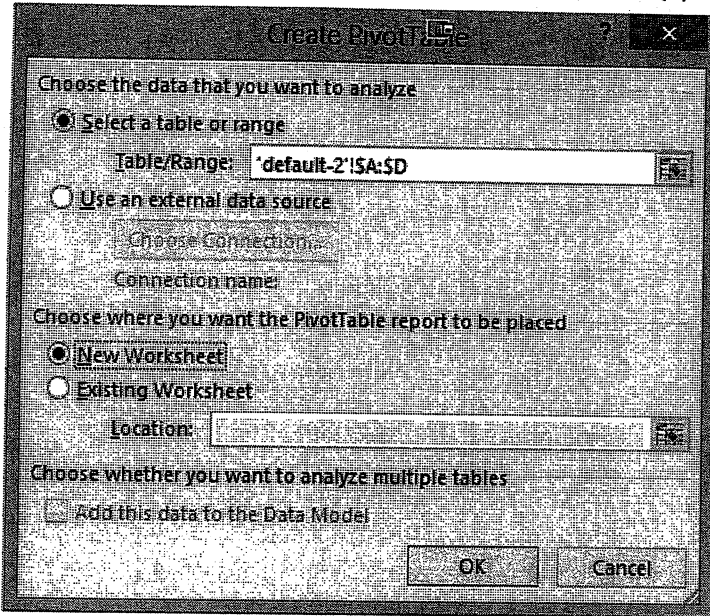
	A	B	C	D
1	Order Number	Title	Amount	Order Total
2	6	-	-	\$172.32
3	8	Coupon: 10MON	(\$10)	\$128.84
4	9	Coupon: 10MON	(\$10)	\$42.76
5	10	Coupon: 10MON	(\$10)	\$21.54

Next, click on the "Insert" tab in Excel, and click the "Pivot Table" button

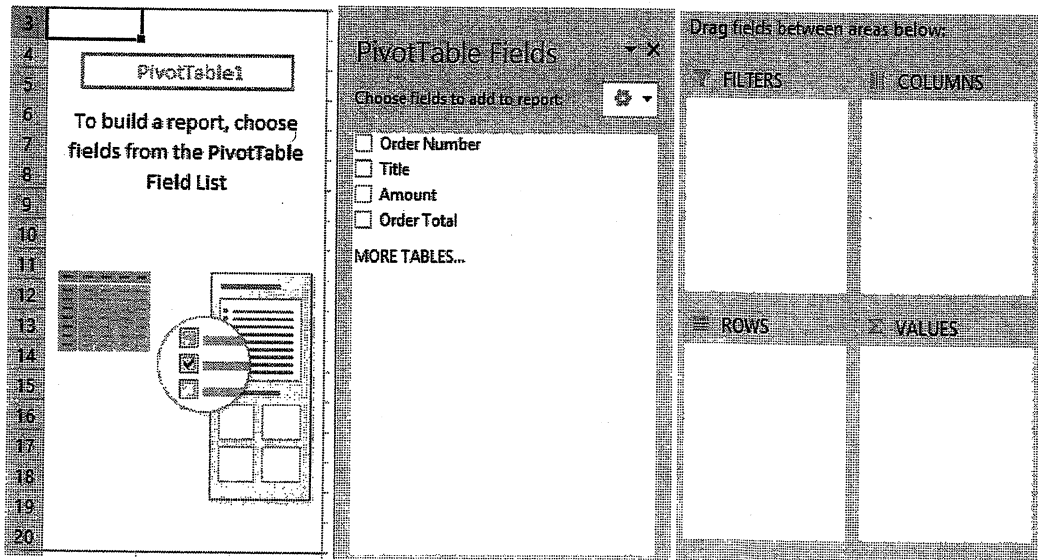




When you click, you'll be asked about the data you'd like to include in the Table, as well as where you'd like to put it. Since we've already selected our whole range of data, we can simply click "OK"



On a New Worksheet, we now have a Pivot Table and some controls:





These controls allow us to quickly and easily drag fields from one area of the table to another, and see the data updated in real time.

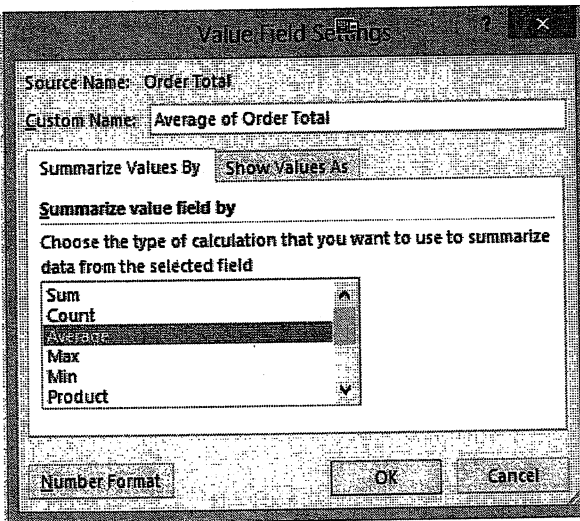
For example, while our report doesn't have much data on it because we don't have many days of sales, we can quickly see what our average order that included coupons vs. that that didn't.

Click and drag the Order Total from the PivotTable Fields section to the Values section. Note how your Table changes.

3	Count of Order Total
4	4

Right now, the Table is simply counting the number of order totals from our dataset. Which tells us quickly how many orders we've had, but that isn't the number we're looking for.

Doubleclicking on "Count of Order Total" in the table, we can change how we summarize values. Here we'll select "Average" and note how our Table changes.



3	Average of Order Total
4	91.365



Next, we'll break this up between orders that used coupons, and those that didn't.

We can click and drag the "Title" field from the PivotTable Fields section, to the Rows section.

ROWS		
Title	3 Row Labels	Average of Order Total
	4 -	172.32
	5 Coupon: 10MON	64.38
	6 (blank)	
	7 Grand Total	91.365

The (blank) rows are included because we selected the entire sheet. We can remove them by clicking the "Down" arrow next to "Row Labels", and un-checking the box for (blank)

<input type="checkbox"/> (Select All)	3 Row Labels	Average of Order Total
<input checked="" type="checkbox"/> -	4 -	172.32
<input checked="" type="checkbox"/> Coupon: 10MON	5 Coupon: 10MON	64.38
<input type="checkbox"/> (blank)	6 Grand Total	91.365

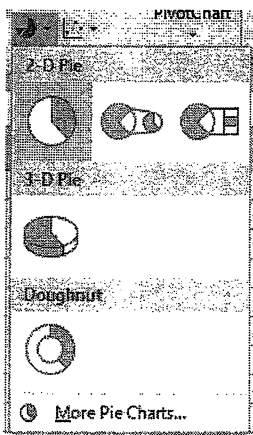
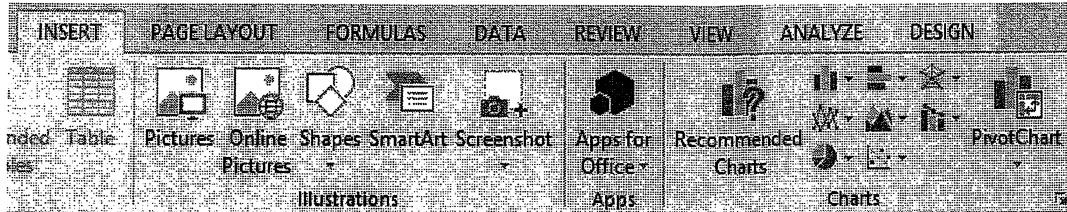
Finally, we can make any Pivot Table into a gorgeous chart very quickly and easily.

Click and drag to select all of the data in the Table *except* for the Grand Total line.

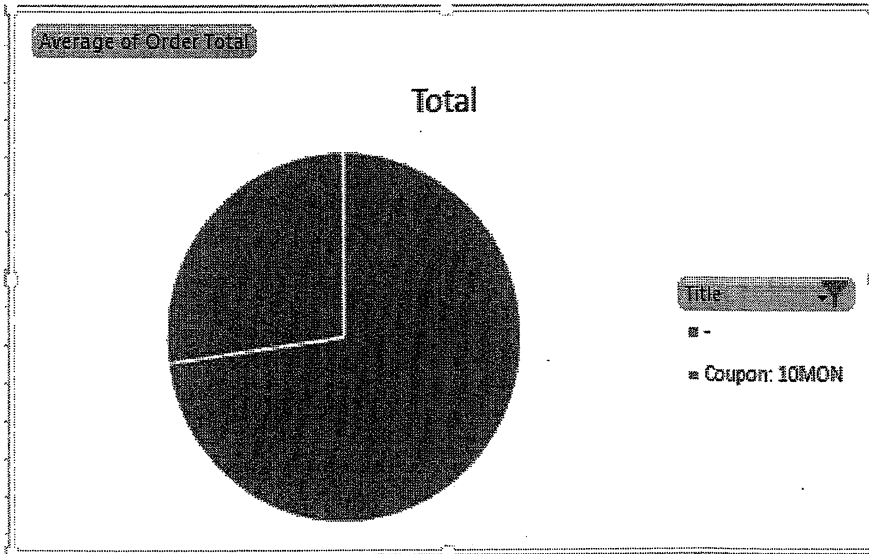
3	Row Labels	Average of Order Total
4		172.32
5	Coupon: 10MON	64.38
6	Grand Total	91.365



Then, we return to Excel's Insert tab, and the "Charts" section. You will need to choose a chart that is appropriate for your data. Typically speaking, pie charts are good for when you have few categories of data, and bar charts are good for when you have many categories of data. Here, we only have two categories, so we'll select a pie chart.



Simply clicking on a chart type with data selected is enough for Excel to produce a chart directly on the page. This chart can be cut, pasted, and moved just like any other Excel element



# **Exhibit D**



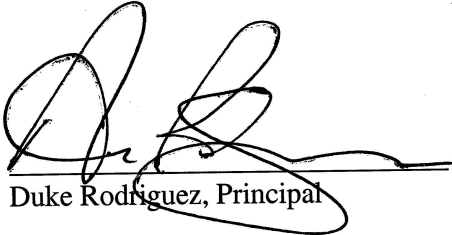
# ULTRA HEALTH

16624 N. 90<sup>th</sup> Street, Suite 200 • Scottsdale, AZ 85260  
Phone: (480) 404-6699 • Fax: (800) 829-3575

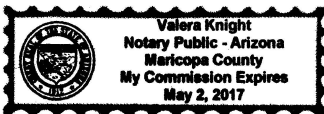
To whom it may concern:

12/18/2013

Ultra Health has no nonprofit medical marijuana dispensary officers or board members that have been convicted of a violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation incarceration of supervised release, was completed ten or more years or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.

  
Duke Rodriguez, Principal

Subscribed and sworn to before me in the County of Maricopa and State of Arizona this 18<sup>th</sup> day of December 2013.



Valera Knight  
Notary Public, Arizona

May 2, 2017  
My commission expires

Place Notary Stamp Here

# **Exhibit E**





# ULTRA HEALTH

16624 N. 90<sup>th</sup> Street, Suite 200 • Scottsdale, AZ 85260  
Phone: (480) 404-6699 • Fax: (800) 829-3575

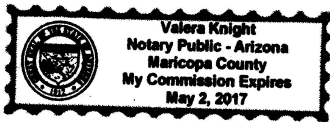
To whom it may concern:

12/18/2013

Ultra Health has no nonprofit medical marijuana dispensary officers or board members that have served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.

Duke Rodriguez, Principal

Subscribed and sworn to before me in the County of Maricopa and State of Arizona this 18<sup>th</sup> day of December 2013.



Place Notary Stamp Here

Valera Knight  
Notary Public, Arizona

May 2, 2017  
My commission expires

# **Exhibit F**



# ULTRA HEALTH

16624 N. 90<sup>th</sup> Street, Suite 200 • Scottsdale, AZ 85260  
Phone: (480) 404-6699 • Fax: (800) 829-3575

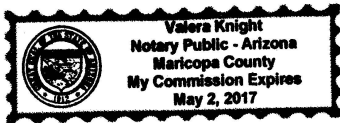
To whom it may concern:

12/18/2013

Ultra Health has no nonprofit medical marijuana dispensary officers or board members that have been convicted of a violent crime as defined in A.R.S. § 13-901.03(B) that were classified as a felony in the jurisdiction where the person was convicted.

Duke Rodriguez, Principal


Subscribed and sworn to before me in the County of Maricopa and State of Arizona this 18<sup>th</sup> day of December 2013.



Valera Knight  
Notary Public, Arizona

May 2, 2017  
My commission expires

Place Notary Stamp Here

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>9a.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Utilities Department  <b>STAFF PRESENTER:</b> John V. Mitchell, Utilities Director  <b>SUBJECT:</b> Approval of a professional service agreement with Southwest Ground-water Consultants, Inc., for the siting and design of a new production well in North Florence.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to approve a professional service agreement with Southwest Ground-water Consultants, Inc., (SWG) for the siting and design of a new production well in North Florence.

**BACKGROUND/DISCUSSION:**

SWG has been selected to site and design a new production well in North Florence, north of the Gila River. The new production well will alleviate substandard conditions and deficiencies and provide for future growth.

This project has three phases: Phase 1 is well siting, spacing, permitting and technical specifications, and contractor selection; Phase 2 is pilot borehole drilling, logging and testing; and Phase 3 is well construction and testing. Approval of this item authorizes SWG to complete Phase 1 only, with the remaining two phases to be completed once the final well construction has been bid and approved by Council. Siting and design will be completed this fiscal year with construction of the well completed in FY 2014-2016.

This new production well is listed in the FY 2013/2014 CIP (U-23).

**FINANCIAL IMPACT:**

The CIP identifies \$45,000 available for this project in the FY 13/14 CIP. The amount obligated in the professional services agreement is \$48,765. The increase will be paid from the Water Fund, Account No. 51-574-217 (Professional Services).

**STAFF RECOMMENDATION:**

Staff recommends approval of the professional service agreement with Southwest Ground-water Consultants, Inc.

**ATTACHMENTS:**

Agreement  
Scope of Work

**PROFESSIONAL SERVICE AGREEMENT BETWEEN**  
**TOWN OF FLORENCE**  
**AND**  
**SOUTHWEST GROUND-WATER CONSULTANTS, INC**

This agreement, made and entered into on \_\_\_\_\_, 2014 by and between **Town of Florence**, hereinafter referred to as **TOWN**, and **Southwest Ground-water Consultants, Inc.**, hereinafter referred to as **GEOLOGIST**:

**WHEREAS**, the TOWN has need for professional geology services as described herein; and

**WHEREAS**, the GEOLOGIST has the expertise and qualifications required to perform the needed professional geology services, as described herein; and

**WHEREAS**, the GEOLOGIST and TOWN wish to enter into an agreement, hereinafter referred to as the AGREEMENT, for the furnishing of professional geology services as described herein.

**THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions of the parties hereto, it is agreed as follows:

**SECTION 1 - OBLIGATIONS OF THE GEOLOGIST**

- 1.1 **Authorization to Perform Work:** Specific work to be performed by the GEOLOGIST shall be defined and authorized in writing by both the GEOLOGIST and the TOWN prior to commencing work. Any form of Authorization, be it by Task Order, email approval, etc. shall become a supplement to and part of this AGREEMENT. Each Authorization will define services to be performed, schedule for performance of those services and compensation for performance of those services.
- 1.2 **Point of Contact:** GEOLOGIST shall designate, in writing, a Project Manager who will act as primary point of contact and GEOLOGIST's representative with respect to the services rendered under this AGREEMENT.
- 1.3 **Standard of Care:** All services performed by GEOLOGIST, or under its direction, shall be rendered in accordance with the prevailing standard of skill and care of the geology profession at the time and in the area where the services are to be performed.

**1.4 Opinions of Cost:** In providing opinions of cost, the GEOLOGIST has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate cost or schedule of the facility being analyzed. Therefore, the GEOLOGIST makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from the GEOLOGIST's opinions, analyses, projections, or estimates.

**1.5 Personnel at the Construction Site:**

1.5.1 The presence or duties of the GEOLOGIST's personnel at a construction site, whether as onsite representative or otherwise, does not make the GEOLOGIST or its personnel in any way responsible for those duties that belong to TOWN and/or any construction contractors or other entities, and does not relieve any construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with any agreements between the TOWN and such construction contractors, and any health or safety precautions required in the performance of such construction work.

1.5.2 The GEOLOGIST and its personnel have no authority to exercise any control over any construction contractors or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractors or other entities or any other persons at the site except GEOLOGIST's own personnel.

1.5.3 The presence of GEOLOGIST's personnel at a construction site is for the purpose of providing the TOWN a greater degree of confidence that the completed work will conform generally to any AGREEMENT between the TOWN and any construction contractor and that the integrity of the design concept has been implemented and preserved by such contractor. Therefore, GEOLOGIST agrees that it will timely inform TOWN if GEOLOGIST observes work being performed in a manner which does not conform to the specifications and requirements of GEOLOGIST. GEOLOGIST neither guarantees the performance of any contractors nor assumes responsibility for such contractors' failure to perform their work. Construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

- 1.6 **Deliverables:** GEOLOGIST's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by GEOLOGIST are for TOWN or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 1.7 **Insurance:** GEOLOGIST agrees to provide the following insurance coverage, at GEOLOGIST's own expense for the entire duration of any project and for two (2) years thereafter:
- 1.7.1 Compensation Insurance. GEOLOGIST shall procure and maintain Workers Compensation Insurance and Employer's Liability Insurance as required by the State of Arizona, for all employees engaged in any work performed for TOWN. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- 1.7.2 Commercial General Liability. GEOLOGIST shall procure and maintain Commercial General Liability Insurance for bodily injury, personal injury, and broad form property damage, in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit and aggregate coverage per occurrence, including but not limited to endorsements for the following coverage's: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
- 1.7.3 Automobile Liability Insurance. GEOLOGIST shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with GEOLOGIST's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.
- 1.7.4 Professional Liability Insurance. GEOLOGIST shall procure and maintain Professional Liability Insurance for protection against claims arising out of the performance of services under this AGREEMENT caused by negligent errors, omissions, or other acts for which GEOLOGIST, its employees, Subconsultants, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this AGREEMENT.
- 1.7.5 Subconsultants. GEOLOGIST shall require each Subconsultant to procure and maintain, during the life of its subcontract, similar insurance as stated herein. All insurance coverage for Subconsultants shall be subject to each of the requirements herein and contain the additional



insured endorsement required of GEOLOGIST described with particularity herein.

1.7.6 Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provisions:

- a) The TOWN, its officers, officials, agents, and volunteers are to be covered as additional insured's as respects GEOLOGIST's work under this AGREEMENT and shall be added in the form of an endorsement to GEOLOGIST's insurance on Form CG 20 10 or blanket endorsement equivalent.
- b) All policies or certificates shall be endorsed to provide Thirty (30) days advance written notice of cancellation, non-renewal or reduction in coverage, mailed to the TOWN.

GEOLOGIST shall not commence work under this AGREEMENT until he has delivered to TOWN the Additional Insured Endorsements required herein.

**1.8 Non-Discrimination in Employment:** In the performance of work authorized under this AGREEMENT, GEOLOGIST shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. GEOLOGIST shall, in all solicitations or advertisements for employees placed by or on behalf of the GEOLOGIST, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

**1.9 Adherence to Applicable Disability Law:** GEOLOGIST shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.), and all related state and local laws.

**1.10 HIPAA Compliance:** GEOLOGIST shall adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make his best efforts to preserve data integrity and the confidentiality of protected health information.

**1.11 Safety Responsibilities:** GEOLOGIST shall adhere to all applicable requirements in performing work pursuant to this AGREEMENT. GEOLOGIST agrees that in the performance of work under this AGREEMENT, GEOLOGIST shall provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

## 1.12 Compliance With Federal and State Laws

a) The GEOLOGIST 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 (the "Acts"), and hereby agrees to comply with all applicable provisions of the Acts in the performance of this Agreement.

b) If this Agreement pertains to a contract for construction, the GEOLOGIST agrees to comply with the provisions of Arizona Revised Statutes ("A.R.S.") 34-301 "Employment of Aliens on Public Works Prohibited" and A.R.S. 34-302 "Residence Requirements for Employees".

c) Under the provisions of A.R.S. 41-4401, the GEOLOGIST hereby warrants to the Town that the GEOLOGIST and each of its subconsultants will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and with A.R.S. 23-214(A) "Verification of Employment Eligibility" (hereafter referred to as "GEOLOGIST Immigration Warranty").

d) A breach of the GEOLOGIST Immigration Warranty shall constitute a material breach of this Agreement and shall subject the GEOLOGIST to penalties including termination of the Agreement at the sole discretion of the Town.

e) Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the GEOLOGIST's or Subconsultants' employees who perform work under this Agreement, to ensure that the GEOLOGIST and Subconsultants are complying with the GEOLOGIST Immigration Warranty. GEOLOGIST agrees to assist the Town in regard to any such inspections.

f) The Town may, in its sole discretion, conduct random verification of the employment records of the GEOLOGIST and any Subconsultants to ensure compliance with the GEOLOGIST Immigration Warranty. GEOLOGIST agrees to assist the Town, upon request, with regard to any random verification performed by the Town.

g) Neither the GEOLOGIST nor any Subconsultant shall be deemed to have materially breached the GEOLOGIST Immigration Warranty if the GEOLOGIST or Subconsultant establishes that it has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. 1324(a) and 8 U.S.C.A.

1324 (b)(1)(A), et seq., and the E-Verify requirements of A.R.S. 23-214(A).

h) GEOLOGIST agrees to include the provisions of this section in any contract the GEOLOGIST enters into with any and all of its Subconsultants who provide services under this Contract or any subcontract. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by the GEOLOGIST or Subconsultant. "Services" also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

**1.13 Conflict of Interest:** GEOLOGIST hereby covenants that it has, at the time of the execution of this AGREEMENT, no interest, direct or indirect, and that it shall not acquire any interest in the future, direct, or indirect, which would conflict in any manner or degree or performance of services required to be performed under this AGREEMENT. GEOLOGIST further covenants that in the performance of this work, no person having such interest shall be employed.

## **SECTION 2 - OBLIGATIONS OF THE TOWN**

**2.1 Information:** TOWN shall provide criteria and full information concerning TOWN's requirements for the work to be performed by the GEOLOGIST, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations. Provide to GEOLOGIST information pertinent to the work to be performed by the GEOLOGIST including previous reports and any other existing data relative to the work to be performed by the GEOLOGIST. Give prompt written notice to GEOLOGIST whenever TOWN observes or otherwise becomes aware of any defect in the work of construction contractors.

**2.2 Timely Review:** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by GEOLOGIST, and render decisions pertaining thereto within a reasonable time, not to exceed thirty (30) days without mutual consent, so as not to delay the performance of services by GEOLOGIST.

**2.3 Point of Contact:** Designate, in writing, a person to act as TOWN's representative and primary point of contact with respect to the services rendered under this AGREEMENT.

**2.4 Access:** Make its facilities accessible to GEOLOGIST as required for GEOLOGIST's performance of its services and will provide labor and safety equipment consistent with TOWN's standard practices as required by GEOLOGIST for such access. TOWN will be responsible for all acts of TOWN's personnel or those operating under contract with the TOWN.

2.5 **Asbestos:** If asbestos or hazardous substances in any form are encountered or suspected, the GEOLOGIST will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. If asbestos is suspected, the GEOLOGIST will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, the GEOLOGIST, if requested, will conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. To the maximum extent permitted by law, TOWN will indemnify GEOLOGIST and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the PROJECT.

**Construction Contract Terms:** TOWN agrees to include in all construction contracts the provisions of Paragraph 1.6, GEOLOGIST's Personnel at Construction Site, and provisions providing contractor indemnification of TOWN and GEOLOGIST for contractors' negligence.

2.6 **Insurance:** TOWN agrees to provide the following insurance coverage for the entire duration of the project:

2.6.1 Property insurance on all pre-existing physical facilities associated with the work to be performed by the GEOLOGIST.

2.6.2 A waiver of subrogation as to all TOWN-carried property damage insurance, during construction and thereafter, in favor of GEOLOGIST, its officers, employees, affiliates, and subconsultants.

2.6.3 A Builders Risk All Risk insurance policy for the full replacement value of all work including the value of all onsite TOWN-furnished equipment and/or materials associated with the GEOLOGIST's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to the GEOLOGIST and the construction contractors (or TOWN), and their respective officers, employees, agents, affiliates and subconsultants.

### SECTION 3 - PAYMENT

3.1 **Payment Terms:** Payment terms shall be agreed to, in writing, between TOWN and GEOLOGIST for each Authorization to perform work. Payment terms for a series of Authorizations may be entered into if so desired by both parties.

3.2 **Invoicing:** GEOLOGIST will, as appropriate, submit invoices to TOWN once per month, on or prior to the 10<sup>th</sup> day of that month.

3.3 **Payment of Invoices:** Following receipt of invoice from the GEOLOGIST, payment will be made by the TOWN to the GEOLOGIST within 30 days for the amount requested in the invoice, as approved by the TOWN.

#### **SECTION 4 - TIME OF PERFORMANCE**

4.1 **Time:** Time of Performance for services under this AGREEMENT shall be defined in each Authorization.

4.2 **Progress Reporting:** GEOLOGIST shall report its progress under this AGREEMENT upon request by TOWN. GEOLOGIST shall plan its performance of services to accomplish timely completion, and shall promptly notify TOWN of any anticipated delay that may affect GEOLOGIST's time of performance.

#### **SECTION 5 - PERIOD OF SERVICE**

5.1 **Term:** This AGREEMENT shall remain in effect until such time as TOWN no longer has need of GEOLOGIST's services, unless terminated earlier in accordance with Section 5.2.

5.2 **Termination:** This AGREEMENT may be terminated as follows:

5.2.1 By mutual consent of the parties; or

5.2.2 By TOWN upon 30 days written notice thereof to GEOLOGIST for any reason or for no reason at all; or

5.2.3 By GEOLOGIST upon 30 days written notice thereof to TOWN in the event that TOWN fails to perform its obligations under this AGREEMENT.

5.2.4 Should TOWN terminate this AGREEMENT for their convenience, TOWN shall pay GEOLOGIST for the services provided by the GEOLOGIST, as authorized by the TOWN up to the point of contract termination - as reasonable termination costs.

5.3 If the project is suspended by TOWN for more than 90 consecutive days, GEOLOGIST shall be compensated for services performed and accepted prior to notice of suspension. When the project is resumed, TOWN agrees to provide an equitable adjustment for GEOLOGIST's delay expenses and wage and salary increases caused by suspension.

#### **SECTION 6 - LEGAL RELATIONSHIP**

6.1 **Authorization to Proceed:** Execution of this AGREEMENT by TOWN will be authorization for GEOLOGIST to proceed with any requested work.

6.2 **Independent Contractor:** GEOLOGIST is for all purposes an independent contractor. In no event shall GEOLOGIST or any personnel retained by GEOLOGIST be deemed an agent or employee of TOWN or engaged by the TOWN for the account of or on behalf of TOWN. GEOLOGIST shall maintain

full control and responsibility of the means and methods of GEOLOGIST's services.

- 6.3 **Assignment of Work:** This is a bilateral personal Services AGREEMENT. Neither party shall assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.
- 6.4 **Reuse of PROJECT Documents:** All reports, drawings, specifications, documents, and other deliverables of GEOLOGIST, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. TOWN agrees to indemnify GEOLOGIST and GEOLOGIST's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.
- 6.5 **Indemnification:** GEOLOGIST agrees to indemnify, and hold harmless TOWN from any claims, damages, losses, and costs, including but not limited to, attorney's fees and litigation costs, arising out of claims to the extent caused in whole or in part by the negligent or intentional act, error or omission of GEOLOGIST, GEOLOGIST's employees, affiliated corporations, officers, and subcontractors. TOWN agrees to indemnify GEOLOGIST from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of TOWN, or its employees or contractors in connection with the PROJECT.
- 6.6 **Consequential Damages:** To the maximum extent permitted by law, GEOLOGIST and GEOLOGIST's affiliated corporations, officers, employees, and subcontractors shall not be liable for TOWN's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect GEOLOGIST against indirect liability or third-party proceedings, TOWN will indemnify GEOLOGIST for any such damages.
- 6.7 **Force Majeure:** GEOLOGIST shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.
- 6.8 **Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than TOWN and GEOLOGIST and has no third-party beneficiaries.

6.9 **Dispute Resolution:** The TOWN and GEOLOGIST will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.10 **Severability and Survival:**

6.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.10.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.11 **Intellectual Property:** All of the work product of the GEOLOGIST in executing this PROJECT shall remain the property of GEOLOGIST. TOWN shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the GEOLOGIST.

6.12 **Entire Agreement:** This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral AGREEMENTs are integrated herein and are superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT shall be in writing and signed by the parties.

**SECTION 7 - GOVERNING LAW**

7.1 This AGREEMENT is to be governed and construed in accordance with the laws of the State of Arizona. The venue of any legal dispute relating to this AGREEMENT or the services provided hereunder shall be Pinal County, Arizona.

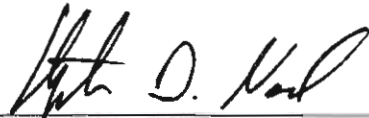
**IN WITNESS WHEREOF** duly authorized representatives of the parties have signed this AGREEMENT with the effective date, the year and day first written above.

**Town of Florence**

**Southwest Ground-water Consultants, Inc.**

By  
:

By:



Charles A. Montoya, Town Manager

Stephen D. Noel, Principal

775 N. Main Street  
Florence, AZ 85132

3033 North 44th Street, Suite 120  
Phoenix, Arizona 85018-7226

Address

Address

**AGREEMENT**

New Water Well – North Florence (U-23)

Town of Florence  
and Southwest Ground-water Consultants, Inc.

(Insert) 86-0726117  
Employer I.D. No.

**Approved as to Form**

By  
:  
\_\_\_\_\_ James Mannato, Town Attorney

Attest:  
  
\_\_\_\_\_  
Lisa Garcia, Town Clerk





March 4, 2014

Mr. John V. Mitchell P.E.  
Utilities Director  
Town of Florence  
PO Box 2670  
425 East Ruggles Street  
Florence, Arizona 85132

**SUBJECT: TOWN OF FLORENCE NEW PRODUCTION WELL, NORTH OF GILA RIVER**

Dear Mr. Mitchell:

As a follow-up to your request on March 3, 2014, Southwest Ground-water Consultants, Inc. (SGC) has prepared the following scope of work and cost proposal to:

- 1) Prepare a Well Siting and Spacing Analysis in support of the well permitting process for one (1) Town of Florence (TOF) production well, , and ADWR permitting for the well;
- 2) Prepare technical specifications and support TOF in the contractor bidding purposes;
- 3) Install test borehole and test for lithology and water quality, prepare final design; and,
- 4) Complete production well, conduct drilling rig and test pump development, and final production and quality testing.

This work has been divided into the following three Phases with specific Tasks.

## **SCOPE OF WORK**

### **PHASE 1 - WELL SITING, SPACING, PERMITTING, AND TECHNICAL SPECIFICATIONS, AND CONTRACTOR SELECTION**

#### **Task 1.1 – Well Siting**

SGC has located all wells of record within a 1 mile radius of the existing TOF well No.1 (Figure 1). The locations of these wells will be field checked because of the conflicting information obtained from the ADWR data base as part of the preparation of this scope of work, and that

Mr. John Mitchell, P.E.  
Town of Florence Production Well  
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wells in the ADWR database are located only to within a 10 acre square. During this task, SGC will review available ADWR and SGC hydrogeologic data including, but not limited to, aquifer saturated thickness, aquifer boundaries, depth to ground water, well production and pumped water quality, water levels trends, and historic and current TOF well information provided by Florence. SGC data will also include a groundwater flow model recently completed for the TOF and approved by ADWR, hydrogeologic analyses and permitting for Merrill Ranch, and hydrogeologic analysis in response to the Curis mining application immediately west of the proposed well location.

A map of potential well locations based on the local aquifer conditions will be prepared. Based on this map, the Task 1.2 well spacing and impact will be conducted.

### **Task 1.2 – Well Spacing and Impact**

SGC hydrogeologists will prepare a well spacing and impact analysis based on local hydrogeologic data (Task 1.1) and the SGC/TOF Numerical Groundwater Flow Model aquifer data. SGC hydrogeologists will analyze these data and conduct a well spacing and impact analysis based on the requirements of the ADWR Rule R12-15-1302. SGC anticipates that the THWELLS Analytical Method will be used to determine specific pumping impacts.

The work product of this task will be a report presenting graphically the recommended location(s) for a potential new well(s) within the vicinity of TOF Well #1 based on anticipated production, pumped water quality, and well spacing impacts. An estimate of the yield of wells at the potential new locations will also be provided. SGC understands that others (Wilson/TOF) will investigate land ownership for potential new well site(s).

A meeting will be held with the TOF and project engineers to identify the most favored well site based on hydrogeology, engineering considerations, and land ownership. This final well site will be incorporated into the ADWR well drilling permit (DWR 55-0001) and technical specifications.

### **Task 1.3 – Well Permitting**

Once the well site has been identified, SGC will prepare a draft Application for a Permit to Drill or Operate a Non-exempt Well within an Active Management Area Pursuant to ARS 45-599 for review by the project engineer and TOF. As a required attachment to the application, SGC will also prepare a draft *Well Construction Supplement (DWR 55-90, Rev 9/07)*, and a Hydrological Study (Task 1.2) in conformance with ADWR Well Spacing Rules. Once approved and signed by the TOF, the application will be submitted to ADWR for review and issuance.



**Task 1.4 – Well Technical Specifications and Contractor Bids**

While the well permit application is being prepared, SGC will also be preparing the Well Technical Specifications based on the results of the Phase 1 hydrogeology analysis. SGC will prepare well drilling, installation, development, and testing specifications for review and confirmation by the project engineer and TOF. As needed, addendums to the specifications will be prepared and distributed to the drilling contractors.

The contractors will be required to state availability and will provide unit costs for all dimensional units that may be revised during well construction due to conditions encountered. SGC will review the contractor bids for conformance with the specifications and for accuracy in the line item bids and total, and submit our findings and recommendation to the project engineer and TOF.

**PHASE 2 – PILOT BOREHOLE DRILLING, LOGGING, AND TESTING**

The Phase 2 scope of work will consist of borehole construction oversight, borehole logging, zonal water quality sampling and testing, and final well design. SGC will prepare a technical memorandum upon receipt of the final zonal water sample results for immediate review by engineers and TOF. At that point in time, a decision will be made to complete the borehole as a production well (Phase 3) or abandon the borehole. If approved, the well drilling contractor will order all down hole casing and annular material.

**Task 2.1 – Pilot Borehole Construction Administration**

SGC will be responsible for the construction administration of the pilot borehole per the technical specifications (Task 1.4). This task will include site inspection, documentation of materials used (surface casing) and compliance with specifications, and communication with contractor, engineer, and TOF representative via site visits, telephone, e-mail, and meetings. SGC will assign Arizona registered staff geologists to oversee field and borehole construction inspection activities and logging. The proposed SGC time commitment for borehole construction and testing is presented below.

<b>TOWN OF FLORENCE</b>		
<b>PILOT BOREHOLE INSTALLATION SCHEDULE</b>		
<b>Work Task</b>	<b>Level of Construction Administration</b>	<b>Estimated Timeframe to Complete Task</b>
Surface Casing Installation	Full-time	1 day
Drilling Borehole	Part-time	3 - 5 days



Work Task	Level of Construction Administration	Estimated Timeframe to Complete Task
Geophysical Logging and Zonal sampling (5 samples, depending on borehole total depth and material encountered)	Full-time	5 – 6 days
Technical Memorandum – Final Well Design	Full-time	1-2 days

**Sub-task 2.1.1 – Pre-construction Meeting and Surface Casing Installation**

SGC will meet the drilling contractor at the site in order to confirm well location, that the proper drilling licenses and permits are on hand, and health and safety measures are in place (pre-construction meeting). The surface borehole (top 40 feet) will be drilled, casing set, and cemented in place during this task.

**Sub-task 2.1.2 – Borehole Construction and Testing Administration**

Throughout the borehole construction project, SGC personnel will ensure that contractor activities are in compliance with the technical specifications.

**Borehole Construction and Logging**

During pilot borehole drilling activities, an SGC geologist will describe the drilled cuttings, review the drilling penetration rate log, and analyze the geophysical logs to prepare a lithologic log of the pilot borehole. These data will be used to identify the major water bearing intervals and groundwater zonal sampling intervals. The deviation log will be evaluated and the contractor will be required to “straighten” the borehole during reaming to meet specifications as necessary.

**Zonal Sampling**

Based on review of the borehole data, SGC will identify the major water bearing intervals and recommend selected zones for water quality sampling. SGC will provide copies of the borehole data to engineer and TOF representative, and will communicate via a meeting or teleconference our findings and recommend sampling zones for approval. Material from these zones will be sent to a geotechnical laboratory for grain size analysis (sieve analyses).

An estimated five (5) zonal samples will be collected for water quality analysis. SGC will present the approved zonal sampling intervals to the contractor in graphical form including depths and intervals, and will assist the contractor with the design of the zonal sampling program per the specifications. SGC will provide oversight during sample zone construction and purging of each zone to assure the zonal samples are representative of the targeted water bearing interval.





Mr. John Mitchell, P.E.  
Town of Florence Production Well  
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SGC will collect water samples in laboratory-supplied containers and submit the samples to the laboratory under chain-of-custody for rush analysis (48 hour turn-around). At a minimum, the zonal samples will be analyzed for the following parameters:

- Total Dissolved Solids
- Nitrate as Nitrogen
- Fluoride
- Total and dissolved Arsenic

#### **Sub-task 2.1.3 – Project Status Updates**

Throughout the course of the borehole drilling and testing program, SGC will appraise the project engineer and TOF representative with timely status reports via e-mail or teleconference during all borehole construction and testing activities.

#### **Task 2.2 – Technical Memorandum**

Based on the results of the borehole logging and zonal water sampling, SGC will prepare a final well design for the engineer and TOF representative, and obtain design approval via a meeting or teleconference. Following design agreement, SGC will prepare a final well diagram for submittal to the drilling contractor for material orders and production well construction (Phase 3). However, if after review of the collected data that a production well at the site would not meet TOF standards (quantity and/or quality), the borehole will be abandoned per ADWR rules.

### **PHASE 3 – WELL CONSTRUCTION AND TESTING**

#### **Task 3.1 – Production Well Construction Administration**

SGC will be responsible for the construction administration of the production well per the technical specifications. This task will include site inspection, documentation of materials used and dimensions, compliance with the technical specifications and final well design, and communication with contractor, engineer, and TOF representative via site visits, telephone, e-mail, and meetings. SGC will assign Arizona registered staff geologists to oversee field and well construction inspection activities. The proposed SGC time commitment for production well construction and testing is presented below.



TOWN OF FLORENCE PRODUCTION WELL INSTALLATION SCHEDULE		
Work Task	Level of Construction Administration	Estimated Timeframe to Complete Task
Ream Borehole to Design Diameter	Part-time	4 – 5 days
Annular Material Installation	Part/Full-time	2-3 days (casing, gravel pack, and seals installation)
Rig Development	Full-time	2 - 3 days*
Aquifer Testing	Full-time	7 days (development and testing)**
Video Logging & Plumbness/Alignment	Full-time	1 day

\* Estimating 12 minutes per perforated interval (330 feet of perforations - estimate).

\*\* Does not include mob/demob for drilling and pump contractor (approximately 1 week), and laboratory turn-around time for New Source Approval (approximately 5 weeks).

**Sub-task 3.1.1 - Well Completion**

To verify the reamed borehole diameter prior to casing installation, the contractor will subcontract a geophysical logging service for a caliper log survey. SGC will monitor and document the installation of the well casing, screen, and annular materials at the well to ensure compliance with the final well design and technical specification. SGC staff will be onsite during the installation of these materials to assist the contractor with questions regarding the well design and to provide oversight in meeting the requirements of the technical specifications.

**Sub-task 3.1.2 - Well Development**

SGC will document and provide oversight for all well development activities (Drilling Rig and Test Pump). Development will be optimized in an effort to maximize well efficiency and reduce long-term pumping costs.

Drilling Rig Development

During swabbing and airlift development, field water quality parameters including sand content, specific conductance, pH, and visual turbidity measurements will be collected. This information will be evaluated by SGC during swab and airlift activities to assist in evaluating the need for additional development effort. An estimated 12 minutes of swab and surge development per foot of perforated interval will be conducted. However, if more development time is necessary based on the observed and measured results, SGC will review the data with engineer and owner for authorization to extend the development time.



#### Test Pump Development

Following drill-rig development, temporary test pumping equipment will be installed. During test pump and surge development, field water quality parameters including sand content, specific conductance, pH, and visual turbidity measurements will be collected. In addition to the field parameters, the specific capacity of the well at varying pumping rates will be calculated to document the effectiveness of the development.

Pumping rates will start at a low rate and incrementally increase to the maximum capacity of the pump as specific capacity values stabilize for a particular pumping rate. Comparison of the measured specific capacity values will determine if additional well surging (rawhiding) is required or the pumping rate can be increased. Each step-up in pumping rate will include pumping water level measurements at the same time interval following well surging. This comparison of specific capacity and sand content data will determine the need to continue pump development at a particular rate or increase the pumping rate and repeat the specific capacity monitoring program again at the new rate.

An estimated 24 hours of pump and surge development will be conducted. However, if more development time is necessary based on the observed and measured results, SGC will review the data with engineer and owner for authorization to extend the development time.

#### **Sub-task 3.1.3 - Aquifer Testing**

Following pump development, SGC will oversee the conduct of step and constant rate tests. The step test will consist of a 5-step, 4-hour per step step-test with 20 hours of recovery time. The pumping rates for the step-test will be based on the results of the test pump development program. Following well development and step-testing, a 48-hour constant rate test with 48 hours of recovery will be conducted. The pumping rate for the constant rate test will be based on the results of the step-test.

During testing, SGC personnel will monitor the pumping water level in the well, and the discharge rate, water quality parameters of pH, conductivity, and temperature, sand content, and air over time in the discharge water. Test data will be plotted following appropriate aquifer testing methods in order to calculate the efficiency of the well and the aquifer coefficient of transmissivity. The pump contractor will be on-site during this period (per the well specifications) to ensure that the test pumping equipment functions as required.

If available, SGC will measure the water level in a nearby well to measure impact and aquifer transmissivity.



Mr. John Mitchell, P.E.  
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#### **Sub-task 3.1.4 - Plumbness and Alignment**

Following well completion, SGC will review the final well plumbness and alignment test (gyroscope and dummy test), color well video survey, and the capping of the top of the casing. Successful completion of these tasks is critical for the final acceptance of the well.

#### **Task 3.2 – New Source Approval**

SGC personnel will coordinate with the engineer regarding the collection and analysis of the New Source Approval sample to be collected approximately 4 hours into the constant rate aquifer test. The sample will be collected following ADEQ protocol and transported to the state licensed analytical laboratory for analysis. SGC will provide the necessary well information in support of the New Source application.

#### **Task 3.3 – Project Status Updates**

Throughout the course of the well drilling and testing program, SGC will appraise the project engineer and TOF representative with timely status reports via e-mail or teleconference during all well construction activities.

#### **TASK 3.4 – Well Report**

Following completion of the above tasks, SGC will prepare a report documenting the results of all well construction and testing activities (Phases 2 and 3). Of particular importance will be the water quality and test data, and the subsequent calculation of the aquifer parameter of transmissivity and pumping water level. Recommendations will be presented in the production well report pertaining to the most efficient discharge rate and pumping water level. The production data will be used by the project engineer to design the pumping plant for the well. New Source ground-water quality data will also be presented.

### **COST PROPOSAL AND SCHEDULE**

SGC proposes to conduct the above scope of work on a time and material basis not to exceed the following cost estimates without authorization. The following costs include SGC fees and expenses. The drilling contractor costs include the pump contractor and geophysical contractor costs.

New Source Approval laboratory costs will be paid directly by SGC unless other arrangements are made with the TOF.





<b>TOWN OF FLORENCE WELL COST PROPOSAL</b>			
<b>Scope of Work TOF Production Well</b>	<b>SGC Fees And Expenses</b>	<b>Contractor &amp; Lab Costs</b>	<b>Total</b>
<b>Phase 1 – Well Spacing and Permitting</b>			
Task 1.1 – Well Siting	\$2,200	\$0	\$2,200
Task 1.2 – Well Spacing and Impact	\$2,300	\$0	\$2,300
Task 1.3 – Well Permitting	\$800	\$0	\$800
Task 1.4 – Well Technical Specs	\$2,600	\$0	\$2,600
<b>Sub-total</b>	<b>\$7,900</b>	<b>\$0</b>	<b>\$7,900</b>
<b>Phase 2 – Pilot Borehole Drilling, Logging, and Testing</b>			
Task 2.1 – Pilot Borehole Construction Administration			
2.1.1 - Pre-construction Meeting	\$1,200	\$0	\$1,200
2.1.2 – Borehole Construction and Testing Administration	\$10,160	\$TBD* \$800 lab	\$10,960
2.1.3 – Project Status Updates	\$600	\$0	\$600
Task 2.2 – Technical Memorandum	\$1,600	\$0	\$1,600
<b>Sub-total</b>	<b>\$13,560</b>	<b>\$800</b>	<b>\$14,360</b>
<b>Phase 3 – Production Well Construction and Testing</b>			
Task 3.1 – Production Well Construction Administration	\$18,065	\$TBD*	\$18,065
Task 3.2 - New Source Approval	\$440	\$3,200	\$3,640
Task 3.3 - Project Status Updates	\$600	\$0	\$600
Task 3.4- Well Report	\$4,200	\$0	\$4,200
<b>Sub-total</b>	<b>\$23,305</b>	<b>\$3,200</b>	<b>\$26,505</b>
<b>Total</b>	<b>\$44,765</b>	<b>\$3,200</b>	<b>\$48,765</b>

\*Well construction and testing costs will be determined through the competitive bid process.



Mr. John Mitchell, P.E.  
Town of Florence Production Well  
March 4, 2014  
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The time frame to complete the Phase 1 draft permit application is 3 weeks. Once submitted, ADWR approval time may range from 2 to 4 weeks. Once the drilling contractor has moved on-site, the schedule to complete Phase 2 is approximately 2 to 3 weeks. Phase 3 well completion will require an additional 3 to 4 weeks to complete plus an additional 5 weeks for New Source Approval laboratory turnaround time. The final well report will be submitted in draft form 1 week following receipt of New Source water quality. Following review comments, the final report will be submitted within one week.

Please call if you have any questions or require additional information.

Sincerely,

**Southwest Ground-water Consultants, Inc.**



Stephen D. Noel, R.G.  
President

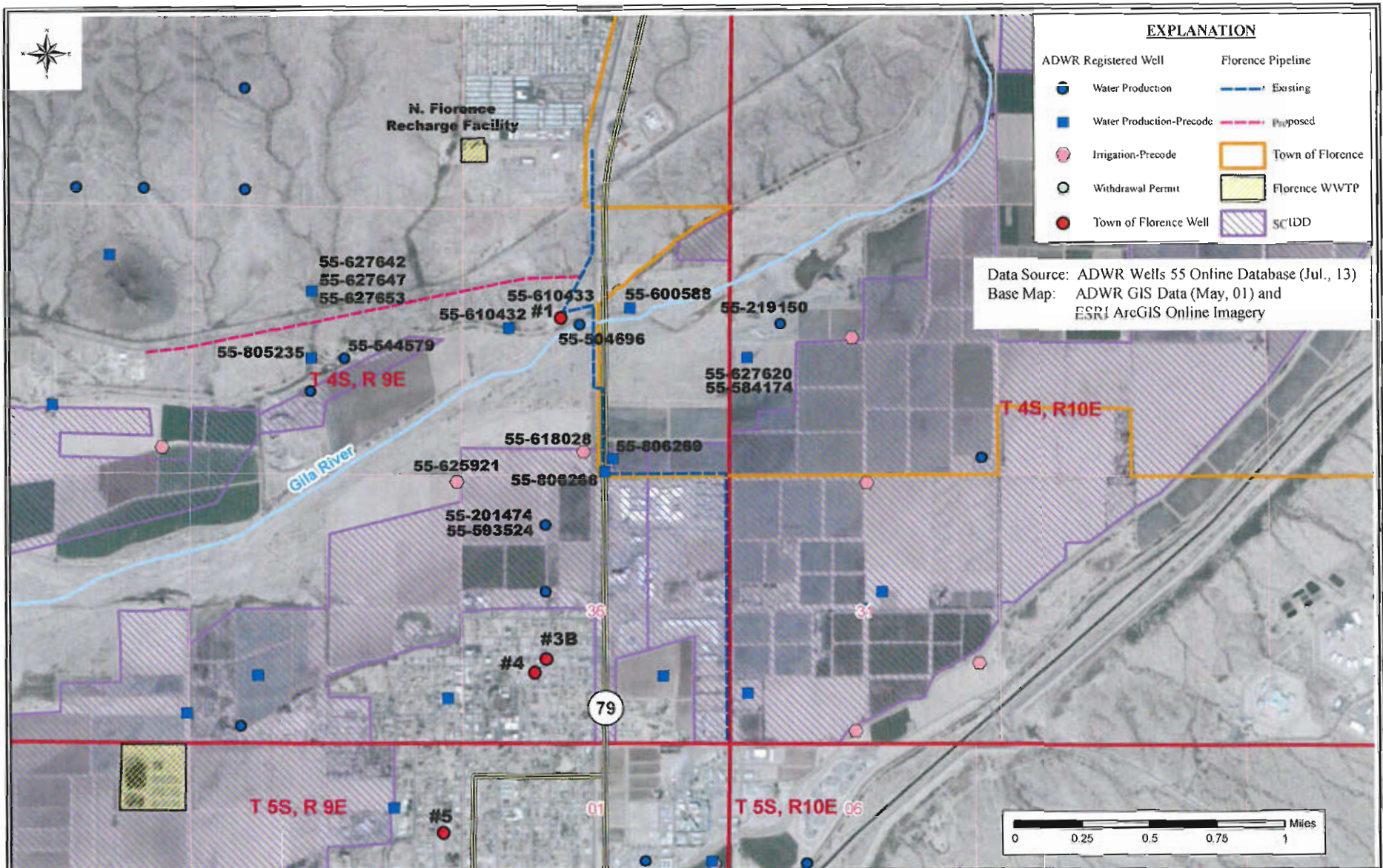
Attachment: Figure 1 – ADWR Registered Wells in Vicinity of TOF Well #1



# ATTACHMENT I

Figure 1






Southwest Ground-water  
  
 Consultants, Inc.  
 January 22, 2014 Project B.2050

**ADWR REGISTERED WELLS**  
 Florence, Pinal County, Arizona

**Figure**  
**1**



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 9b.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Acceptance of Mr. John L. Anderson's resignation from the Planning and Zoning Commission.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to accept the resignation of John L. Anderson from the Planning and Zoning Commission.

**BACKGROUND/DISCUSSION:**

In response to the letter of resignation of John L. Anderson from the Planning and Zoning Commission, action is recommended to accept his resignation and to fill his vacated position.

With John L. Anderson's departure from the Planning and Zoning Commission due to personal reasons, that leaves the following active members on the Commission:

- Jeff Wooley                    (term expiring 12/31/14)
- Barry B. Reed                (term expiring 12/31/15)
- James Petty                  (term expiring 12/31/15)
- Larry Putrick                (term expiring 12/31/15)

Currently, the Town of Florence has no alternate members available for the position of Planning and Zoning Commission seat.

**FINANCIAL IMPACT:**

No fiscal impact with this request.

**RECOMMENDATION:**

It is recommended that the resignation of John L. Anderson from the Planning and Zoning Commission be accepted.

**ATTACHMENTS:**

Resignation letter

John L. Anderson  
2631 N. Presidential Dr.  
Florence, AZ 85132-6671  
520-233-6066 (H) 520-840-1573 (C)

March 10, 2014

Mayor & Town Council  
Town of Florence  
P.O. Box 2670  
Florence, AZ 85132

Subject: Planning & Zoning Council Meeting

The agenda for the Town of Florence Planning and Zoning Commission (PZC) meeting has a standard agenda item, CALL FOR THE PUBLIC COMMISSION RESPONSE, which allows for "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". I requested, at the February 20, 2014 meeting, that a review of the current approved Master Plans for the Anthem at Merrill Ranch be put on the agenda for the next meeting. There were neither objections nor any discussions concerning my request by any members of the commission or staff.

Needless to say, I was surprised when I received a phone call from Mr. Gilbert Olgin, Senior Planner, Community Development Department, Town of Florence, on Friday, March 7, 2014, saying my request was denied. According to Mr. Olgin, he had communicated with Jeff Wooley, PZC Chairman, and Larry Patrick, PZC Vice Chairman, and they have both decided to deny my request and in their opinions, there was no need for such a review. Mr. Olgin said he has emails from each denying my request. Also he stated as Chairman and Vice Chairman have the right to deny my request. The email response which I was copied on from Mr. Wooley did not deny my request; rather ask the meeting be rescheduled? There may have been other emails, however, which were not shared with me. In January, Mr. Wooley had suggested to me that I follow the agenda process for any matter that has concerned me, so all of the PZC could respond. Again, I was surprised that Mr. Wooley would take such this denial action, after I had attempted to follow his suggestion.

I could argue that Mr. Olgin was out of order and his actions violate the Town agenda process. Also, since the request was made in an open meeting and no objection was made, a denial after the meeting was completely out of order. Also, what right does a staff member have to privately challenge actions of an official public meeting after the meeting is adjourned? I could also argue that such an action by the staff member is a violation of the AZ Open Meeting Act. Agenda items may be discussed by two members in private, but no action may be taken based on a private discussion! I would also question if Mr. Olgin acted without the approval of his management.

I consider these actions by Staff as further harassment and it is obvious that my participation with the Community Development Department can no longer be effective. I have no other options than to tender my immediate resignation from the PZC to the Town Council.

Regards,

A handwritten signature in black ink that reads "John L. Anderson". The signature is written in a cursive style with a large, sweeping initial "J" and "A".

John L. Anderson





## TOWN OF FLORENCE COUNCIL ACTION FORM

## AGENDA ITEM 9c.

**MEETING DATE:** March 17, 2014

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Lisa Garcia, Deputy Town Manger/  
Town Clerk

**SUBJECT:** Greater Florence Chamber of Commerce Special  
Event License Application

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

### RECOMMENDED MOTION/ACTION:

Ratification of the Greater Florence Chamber of Commerce's application for a Special Event License for an After-Hours Mixer on April 3, 2014.

### BACKGROUND/DISCUSSION:

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

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

### FINANCIAL IMPACT:

None

### STAFF RECOMMENDATION:

Staff recommends the Council ratify the recommendation of approval.

### ATTACHMENTS:

Application



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 8 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Greater Florence Chamber of Commerce 100%  
Percentage

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

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

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

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

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

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

       # Police  Fencing  
       # Security personnel  Barriers

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

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

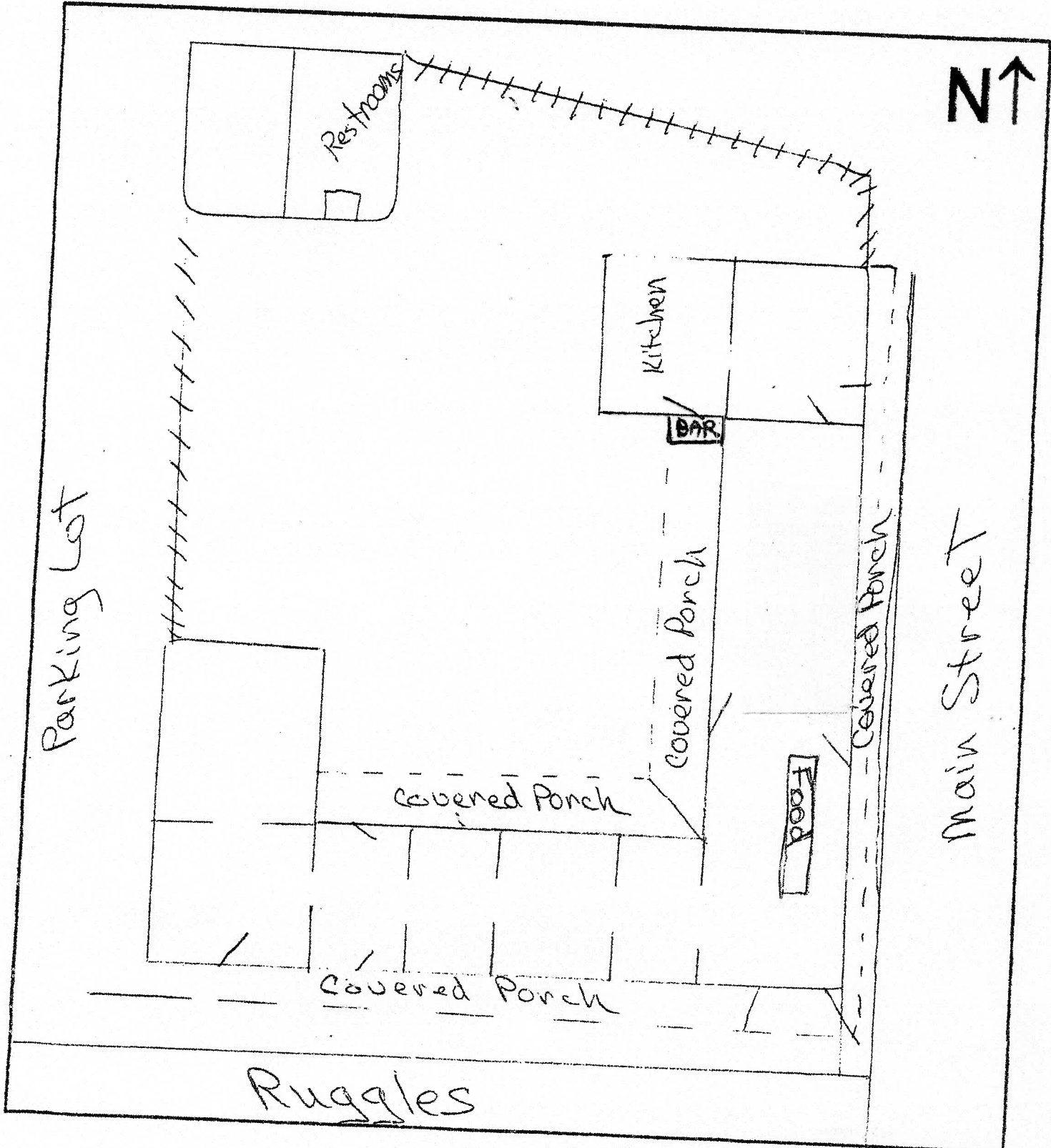
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business (    )  
Phone Number

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

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

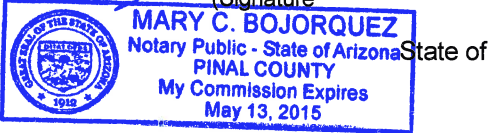
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, Dawn Anderson declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] (Signature) Chairman (Title/Position) 3/11 (Date) (520) 868-8951 (Phone #)



State of Arizona County of Pinal  
The foregoing instrument was acknowledged before me this 11<sup>th</sup> March 2014  
Day Month Year

My Commission expires on: 5-13-2015 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

19. I, Judy Ann Hughes declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] (Signature) State of Arizona County of Pinal  
The foregoing instrument was acknowledged before me this



11<sup>th</sup> March 2014  
Day Month Year

My commission expires on: 5-13-2015 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Date)

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, JANUARY 6, 2014, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Vice-Mayor Smith called the meeting to order at 5:30 pm.

**ROLL CALL:**

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

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body with the Town Attorney in accordance with A.R.S 38-431.03(A)(4) for discussion and consideration of Town's position with regard to pending litigation.**

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

**ADJOURN FROM EXECUTIVE SESSION**

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

**INVOCATION**

Councilmember Woolridge performed the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Rankin led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

There were no public comments.

**PUBLIC HEARINGS & PRESENTATIONS**

**Public Hearing on Annexation No. 2013-03, more commonly known as the Redstone Ranch Annexation.**

Mr. Mark Eckhoff, Community Development Director, stated that the annexation encompasses one owner, GH Capital, LLC., is approximately thirty acres and is located within the southeast portion of the Town's Planning Area. The site is undeveloped and the owners are requesting to place R-16 residential zoning on the property when it is included in the Town.

Mr. Eckhoff stated that the Town is required by Arizona Revised Statutes to hold a public hearing within the last ten days of the thirty day waiting period. He said this public hearing, which purpose is to obtain public comment regarding the proposed annexation, was noticed per State Statute.

Mayor Rankin opened the public hearing. There was no public comment; Mayor Rankin closed the public hearing.

**Public Hearing on an application received from Lisa Whitten, Big Quick's BBQ, LLC or Big Quick's B.B.Q, located at 727 Gressinger Street, Florence, Arizona, for a new Series 12 restaurant license; and for Council recommendation for approval or disapproval of said license.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Clerk's Office received and properly posted the application at 727 Gressinger Street. The application remained posted for 20 days, as required. The Clerk's Office did not receive any comments. Staff is recommending to Council to forward a favorable recommendation to the Arizona Department of Liquor License and Control.

Mayor Rankin opened the public hearing.

There were no public comments.

Mayor Rankin closed the public hearing.

On motion of Vice-Mayor Smith, seconded by Councilmember Hawkins, and carried to forward a favorable recommendation to the Arizona Department of Liquor License and Control on behalf of the application received from Lisa Whitten, Big Quick's BBQ, LLC or Big Quick's BBQ.

**Public Hearing on an application for PZC-34-13-ORD. First reading of Ordinance No. 606-14**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 606-14 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.031 DEFINED WORDS, SECTION 150.047 DISTRICT USE REGULATIONS TABLES (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION (PZC-34-13-ORD).**

Mr. Mark Eckhoff, Community Development Director, stated that the request is for a text amendment for the annexation area known as Wild Horse Estates. He said the property is currently in Pinal County and zoned for manufactured homes, small lots, and for two horses.

Mr. Eckhoff stated that the area has been constructed differently than what the Pinal County zoning would imply. Most of the homes are site built and not manufactured homes. There are some deviations from Pinal County's zoning with regards to how many animals can be kept on the property. He said all of the lots are closer to one acre in size, which is much larger than what Pinal County zoning indicates.

Mr. Eckhoff stated that the goal is to have a new Town Zoning District in place to apply to the Wild Horse Estates area should the Arizona Farms Annexation be successful. Staff has worked diligently to ensure the new zoning requirements for this area will help preserve the semi-rural lifestyle, while also complying with State Statutes pertaining to comparable zoning requirements for annexed areas. He said if they applied comparable zoning to Pinal County, they would end up with several non-conformities, which is something staff does not want to do. The RRES Zoning District is intended to provide comparable zoning for the residents of Wild Horse Estates.

Mr. Eckhoff stated that per the direction of the Planning and Zoning Commission, staff held a work session to give Wild Horse Estates property owners an additional opportunity to assist in formulating the framework of the proposed Zoning District.

Mr. Eckhoff stated that after two Planning and Zoning Commission (PZC) meetings and one worksession, the Commission recommended the proposed ordinance because it most closely follows the original Zoning District that was adopted in Pinal County. The intent for the Wild Horse Estates subdivision was to provide an area that would allow horses and similar animals. Furthermore, this proposed district better reflects existing conditions in this subdivision and avoids or minimizes the creation of non-conformities upon annexation.

Mr. Eckhoff stated that staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. Exceeding statutory requirements, public notices for the Planning and Zoning Commission public hearing was mailed to all property owners who reside within the Wild Horse Estates subdivision.

Mr. Eckhoff stated that staff pursued community input on this case in several different ways, including:

- A PZC public hearing was held on November 7, 2013, and continued to December 5, 2013. The original ordinance was mailed out to all Wild Horse Estates subdivision property owners and from the November 7, 2013, meeting, five different versions of proposed ordinance were created (A-E) and distributed by US mail to property owners;
- A PZC executive session pertaining to this matter was conducted
- A PZC worksession was held on November 21, 2013, to discuss the five ordinance options
- Staff met with concerned property owners and there were additional exchanges via email and phone



- Advertisements for establishing the new Rural Residential Equestrian Subdivision (RRES) Zoning District were posted in the local Town paper, per Town requirements

Mr. Eckhoff stated that through the outreach, he believes they came to a consensus; however, there are a few individuals that are not completely satisfied with what is being proposed. He said the compromise is that the lot sizes that are being proposed are consistent with what currently exists so there are no non-conforming lots. Pinal County's zoning is carried that they are allowed two horses and interpreted that a llama and alpaca would be comparable animals. There are also provisions for a conditional use permit where there could be an additional two horses or chickens on the property, which Pinal County does not have. He said the law does not allow for zoning to be more intense than what currently exists.

Councilmember Hawkins stated that it was his understanding that the zoning was to remain consistent with what currently exists with Pinal County. The Town was not going to add anything additional. He said it appears that the Town will allow up to four horses. He said that there are only 27 out of the 84 homeowners who have signed in favor; which is not the majority. He is concerned as to why the Town is proceeding forward with adding two more horses per lot. There are also CCRs for those homes that need to be considered.

Mayor Rankin stated that the Town is required, at a minimum, to maintain comparable zoning if the parcels are annexed into the Town.

Councilmember Hawkins reiterated that the majority of the homeowners do not want four horses, as the majority of the property owners did not sign in favor of it.

Mayor Rankin stated that the homeowner would only be allowed four horses with a conditional use permit.

Mr. Eckhoff stated that the property owners were notified on two separate occasions. He said the most active group showed up for the worksession. The Planning and Zoning Commission Chairman asked everyone to voice their opinion on the options, and the consensus is the ordinance that is before the Council for consideration. He said they did apply comparable zoning to what exists with Pinal County; however, they encountered a road block because the Pinal County zoning is not consistent with what exists at Wild Horse Estates. He reiterated that the lot sizes are different, the homes are site built and not manufactured and there is some deviation with regards to the number of animals. He said they are trying to come up with a comparable zoning, per State Statute, as well as addressing the concerns with the property owners. He said property owners wishing to have more than two horses may be allowed to do so through a conditional use permit providing they have adequate acreage and their neighbors do not object. It appears to be a fair compromise that was agreed upon.

Discussion occurred on the conditional use permit process.

Discussion occurred on the current enforcement of the zoning by Pinal County.

Councilmember Hawkins wants to ensure that Florence will enforce the zoning.

Mr. Eckhoff stated that Pinal County is enforcing the zoning. There are very few residents who have horses, and even fewer who have more than two horses.

Mayor Rankin opened the public hearing.

Ms. Kelly Nevis, Wild Horse Estates Resident, stated that at the worksession, there were six votes in favor of Option C, which allowed the homeowner to exchange a mule or donkey in addition to an alpaca or llama. There were only five votes for Option E. She said the majority of the votes were for opposite.

Councilmember Hawkins stated that there were several people who were against the four animals at the Planning and Zoning Commission meeting; this was not at the worksession.

Ms. Nevis said that she collected 29 signatures that were in favor of the four animal units, along with an additional 17 that have not yet been submitted to the Town, for a total of 46 in favor of the four animal units. There are also six vacant parcels, which brings the total to 52. She said there are 16 homeowners that are out of state owners, so there is no one there in which to obtain signatures. She said of the 84 parcel owners, 46 have signed in favor of the four animals, which is a majority.

Councilmember Hawkins stated that the Town has not received the signatures that Ms. Nevis is referring to, and can only go by what the Town has received thus far.

Ms. Nevis stated that she will submit the signatures to the Town as soon as she receives them from the individual who has them. He was not able to come to the Council meeting due to being ill.

Ms. Nevis stated that there have been discussions about non-confirming uses based on Pinal County zoning requirements. She said she lives in a site built home, which makes her home non-confirming. She said her house should be torn down as well as not being able to have the animals because they are non-confirming.

Councilmember Hawkins stated the Town is not discussing non-confirming issues with Pinal County zoning that occurred in the past. The Town is addressing comparable zoning should they be annexed into the Town.

Ms. Nevis stated that Pinal County did not have accurate zoning in the past for the parcels that are in Wild Horse Estates. The zoning that used to be in place before the homes were constructed was CR1A, which allowed multitudes of animals of all different kinds. She said the residents should not be penalized because Pinal County is not enforcing the zoning. She said if they want to enforce the issues with animals, they should also enforce all the issues with the site built homes, which are 15, and require that they be torn down so they can conform to the zoning. She said there are always exceptions to the rules.

She said there was a complaint regarding an individual who was placing the manure in the wash. She visited with individual and inspected the area. She said when you walk into his back property, there is a delineation where the manure starts and stops. It does not extend beyond his property in either direction. She said staff was given misinformation of manure running down the wash.

Ms. Nevis stated that she is favor of the four animal units. She is not in favor of the conditional use permit because they already pay property taxes in order to have their property and they will be required to pay an additional tax in order to use the property in a certain manner. She requested that the conditional use permit be waived from the ordinance and to allow up to four animal units. She asked for the size of the animals to be clarified with regards to exchanging one animal unit out for another. She said she does not want to be part of the Town if her animals are going to be kicked-out. There are 46 other property owners who feel the same way as she does.

Mr. James Mavis, Wild Horse Estates Resident, requested that they maintain four animal units. He said he moved from California to Arizona. His residence in California was  $\frac{3}{4}$  acre across the street from a lake and they had five horses, one goat, and twenty chickens. They moved to Wild Horse Estates because they saw various animals in the subdivision. He loves where they live, they do not have children and his wife's children are her pets. They are asking for four animal units. They currently have one horse, two goats, and fifteen chickens.

Barbara Hitcher, Wild Horse Estates Resident, stated that they bought the property because it was advertised as horse property. She owns three miniature horses, with the tallest being 34 inches. She said she checked around Pinal County and found Quail Hollow, which are one-acre properties having multiple horses, site built homes, and manufacture homes. Sun Valley Farms also has site built houses, manufactured homes, and even a mobile home. She inquired what the zoning is for those subdivisions and why they do not have issues like Wild Horse Estates. She has heard of CCRs being mentioned; however, she never received CCRs and doesn't know what CCRs means. She said the horses were therapeutic horses for her husband and she has kept them for sentimental reasons, but cannot see paying for a conditional use permit for them. She said when she bought the property it was with the understanding that they could have horses on their property. She said when you buy horse property, it is with the understanding that you can have horses on your horse property.

Mayor Rankin inquired about the use of the words "animal units" and "horse" used within the ordinance.

Mr. Eckhoff stated that there were five separate versions of the ordinance and a couple of versions utilized the "animal unit" concept. The current version which was the consensus and that the Planning and Zoning Commission recommended, did not utilize the option of animal units. The animal units section is in the ordinance but is not being utilized in this current zoning district. It may be beneficial to utilize in zoning districts in the future and is not a bad concept to have included.

Mayor Rankin stated that he disagreed with including the animal units by definition and not utilizing it. He said if they are going to include the wording animal units under defined words it should be used throughout because various animals could be classified under animal units.

Mr. Eckhoff stated the entire section of 150.031 Defined Words can be stricken from the ordinance should Council wish. He said it was utilized for other versions of the ordinance, and has no benefit to the current ordinance.

Mayor Rankin inquired about oxen.

Mr. Eckhoff stated that the proposed ordinance is for two horses on the property, which can be substituted with a llama or alpaca, and an option to extend it to four of those types of animals by obtaining a conditional use permit. He stated they are not taking anything away by doing this. The Pinal County zoning allows you to have a manufactured home and two horses.

Mayor Rankin inquired if the two horses fall under the large animal.

Mr. Eckhoff stated that a horse, under the defined words, would be considered a large animal.

Mayor Rankin inquired if animal unit is defined as a number of agricultural animals.

Mr. Eckhoff responded yes, an animal unit is defined as a number of agricultural animals.

Mayor Rankin stated that horses are the only animals allowed in the ordinance with the exception of alpaca or llamas that can be substituted for the horses. He inquired about oxen, mules, and donkeys, or similar animals.

Mr. Eckhoff stated that the additional animals are not allowed. He said there was initial consideration, and based on the feedback received, they were very firm on the two horses, and there was no substitute of animals. He said the CCRs are not being enforced because the Homeowners Association dissolved.

Mayor Rankin inquired if cattle, oxen, donkeys and mules are outlawed.

Mr. Eckhoff said the only animals allowed beyond the domestic pets, by the Pinal County zoning today, is two horses.

Mayor Rankin said the zoning has to be comparable to the County, not identical. He said he sees problems down the road with this ordinance. Wagons are normally pulled by mules in hay rides and someone may want mules but will not be able to do so under the proposed ordinance.

Councilmember Celaya stated that everyone that lives there understands that they are not allowed to have other animals, based on the current Pinal County ordinance.

Mayor Rankin inquired if this is what the Town wants.

Councilmember Hawkins said that the Council told the public that they would keep the zoning as close as possible to what the current zoning is. He said two horses are as close as possible.

Councilmember Celaya said regardless of which direction the Council decides, there will be pros and cons for either side. He said the best alternative is to have the zoning be as close to what they currently have and let them vote if they want to be annexed or not.

Mayor Rankin stated that he would like the ordinance to reflect four animal units rather than two horses. He said under the proposed ordinance, mules and donkeys are not allowed unless you get a conditional use permit, which the resident would have to pay for.

Mayor Rankin inquired about the cost for the conditional use permit.

Mr. Eckhoff said the conditional use permit would cost approximately \$400.

Mayor Rankin said if the wording is included in the ordinance, they wouldn't have to pay \$400 for the additional animals. He inquired how many of the lots in Wild Horse Estates are over the 42,000 square feet.

Mr. Eckhoff stated that they all meet the 42,000 square feet so there are no lots that would be non-conforming. He said all of the lots are non-conforming with Pinal County zoning. There are several problems with the Pinal County zoning. He said if their zoning was for large lots and included several types of animals, there would be no problems as the Town would establish comparable zoning. Staff is trying to build something that is reflective of the Pinal County zoning, per State Statute, as well as address the existing conditions so they do not become non-conformities once they are incorporated into the Town.

Mayor Rankin stated that two horses are restrictive if you do rodeos. On one acre parcels of land, you can build corrals far away from the homes. He said horses attract flies, which come with owning horses. Animal units, by definition in the ordinance is referred to as agricultural animals, which includes everything being discussed under the large animals definition. He said the Town is being very restrictive with regards to various types of horses. He said the four animal units is the way to go and is not as restrictive. He inquired how many people have more than four horses.

Mr. Eckhoff said there is one owner who has eight horses, and may be boarding horses. The majority of the lots show no visible sign of having any horses or livestock on the property. Those who do have horses, is typically two horses. They haven't gone into everyone's back yard and have driven throughout the neighborhood several times; and have noted approximately four lots that appear to be out of conformance in that they have animals that are excessive to what Pinal County allows now and would be out of conformance with number of animals that the Town would permit.

Councilmember Hawkins inquired if Mr. Eckhoff said there were two or three lots that have horses.

Mr. Eckhoff stated that there are more lots that actually have horses but the majority of horse properties out there have two horses on the property and are in conformance with Pinal County zoning and the CCRs. There are only a couple of properties where it is very obvious that they have more than two horses.

Councilmember Hawkins stated that the Council needs to go with the majority. He doesn't agree with creating an ordinance for a couple of homeowners.

Mayor Rankin inquired what the Town is allowing under the medium units.

Mr. Eckhoff stated that under the definition of medium livestock and small livestock, all that would be allowed would be additional chickens. There would be no sheep, goats, rabbits, ducks, geese etc. The zoning of such animals would not reflect Pinal County zoning or the present conditions in the subdivision. He said the area isn't zoned to be a farm or general rural, and 98% of the lots do not have those types of animals.

Councilmember Montaña asked Mr. Eckhoff to identify in the ordinance which animals are authorized and not authorized.

Councilmember Woolridge stated that the ordinance only needs to identify that horses and chickens are allowed. There is no reason to list out which animals are not allowed.

Mayor Rankin reminded the Council that there are FFA and 4-H units throughout the area that raise sheep, goats, chickens, rabbits and pigeons. He said the Town is being too restrictive by the ordinance. He said the ordinance does not show any consideration for FFA, 4-H, or the hobbyist who like to raise fowl.

Mayor Rankin read the comments that were submitted. He said he wished Florence had more subdivisions like Wild Horse Estates.

Councilmember Montaña stated that Mayor Rankin feels the ordinance is too restrictive; however, the ordinance is a result of what came out of the worksession.

Mayor Rankin stated that he feels that the ordinance is too restrictive to the Council. He said the ordinance eliminates a lot of things in the rural area.

Councilmember Hawkins stated that proposed ordinance is based on the discussion at the worksession.

Mayor Rankin stated that he does not want to pass the ordinance only to have to tell a resident that there are things that they cannot do. He said the ordinance affects 4-H and rural. He said he asked how many complaints have been filed against the homeowners; and there haven't been any filed until the Town started the annexation process.

Councilmember Hawkins asked for discussions to remain on the ordinance.

Councilmember Woolridge stated that the ordinance reflects what the Wild Horse Estates residents want and what they asked for.

Mayor Rankin stated that the only way to have additional animals is to apply for a conditional use permit. He is trying to avoid the necessity for a conditional use permit later on.

Councilmember Woolridge stated that those who reside in Wild Horse Estates already know what is required, and those who move there will find out.

Councilmember Celaya stated that if a citizen comes back later on regarding this matter, the Council can state that the public was given an opportunity to voice their opinion at the time of consideration.

Mayor Rankins stated that he was elected to represent the people.

Councilmember Hawkins stated he too was elected to represent the people.

Councilmember Celaya called for the question.

Ms. Nevis stated that she will submit the signatures to the Council tomorrow, for a total of 46 signatures. She said 46 signatures is a majority. She said many of the residents are elderly and cannot drive at night, which is why they are not in attendance. She said some of the residents do not have horses right now but want to maintain their rights to have them.

Ms. Nevis said the Council cannot be more restrictive than what the current zoning currently allows; however they can be more lenient. She said the residents are asking the Council to be more lenient. She said they are called Wild Horse Estates for a reason; and there are several horses across the street from the subdivision. She said there are wildlife animals in that area that leave manure, which no one picks up, and causes an abundance of flies in the area.

Ms. Nevis said with regards to CCRs and HOA, they are not existent, and there aren't any active now, so no one has lived by them. She said with regards to the complaints filed with the County did not exist until the annexation process started.

Ms. Nevis stated that she moved to the area in January 2010 and has had five horses, goats, chickens, and guinea hens. She said no one complained. Her neighbors aren't opposed to her animals and one even spoke at the meeting. She said many of the residents have horses for various reasons.

Councilmember Hawkins stated that the Council was told that there are only two residents that have more than two horses.

Ms. Nevis stated that it is not true. She can show the Council on the parcel map which residents have more than two horses. She said the residents are in agreement to have four animal units.

Mayor Rankin closed the public hearing.

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

**\*Approval of a Special Event Liquor License for a Coolige-Florence Elk's Lodge #2350 and Pinal Mounted Posse fundraiser on February 9, 2014 from 9:00 a.m. to 6:00 p.m. for an event at the Charles Whitlow Rodeo Grounds.**

**\*Approval of a Special Event Liquor License for Florence Gardens Mobile Home Association for three dances held on January 18, February 15, and March 15, 2014 from 7:00 p.m. to 10:00 p.m.; and for a Prime Rib Dinner held February 8, 2014 from 4:00 p.m. to 8:00 p.m.**

**\*Approval of a Special Event Liquor License for the Greater Florence Chamber of Commerce for the February 6, 2014 First Thursday Event, from 4:30 p.m. to 6:30 p.m.**

**\*Approval of accepting the register of demands ending November 30 2013, in the amount of \$1,940,801.71.**

**\*Approval of the September 3, September 9, September 16, October 7, October 21, October 28, November 4, November 18, and December 2, 2013 Town Council minutes.**

**\*Receive and file the following board and commission minutes:**

**July 31, August 28, and October 30, 2013 Historic District Advisory Commission minutes.**

**September 18, 2013 Library Advisory Board minutes.**

**September 5, September 19, and October 17, 2013 planning and Zoning Commission minutes.**

On motion of Councilmember Walter, seconded by Councilmember Hawkins, and carried to approve the Consent Agenda, as written.

## **UNFINISHED BUSINESS**

### **ORDINANCE NO. 605-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 605-13 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.013 DESIGN REVIEW (PZC-38-13-ORD) (FIRST READING December 2, 2013).**

Mr. John L. Anderson, Resident, stated that he was a member of the Planning and Zoning Commission who opposed the ordinance because he questioned staff as to why Pulte was allowed to construct a multi-million dollar park without obtaining approval from the Planning



and Zoning Commission. Only the softball park portion was submitted for a design review approval. He said that staff responded that the soccer fields, practice fields, dog park and parking lots were not vertical constructions and did not require design review.

Mr. Anderson stated that Section 150.013 be reviewed at the Planning and Zoning Commission meeting because section B.4, B.5, B.6, and B.7 of the current code were not being enforced by staff. He said instead of a review of the existing code as requested, staff submitted the subject ordinance change. He said they never reviewed the code. The new code will take away a lot of the authority of the Planning and Zoning Commission, and gives staff the authority to do what they want to. He said if the item does not go before the Planning and Zoning Commission, it will not go before the Council. He asked Council to carefully consider the ordinance before it is approved.

Councilmember Hawkins stated that the ball park is the only thing that would go before the Planning and Zoning Commission or the Council. He said there are many issues such as parking, lighting, sewer, fences, etc., that would be included. He said the staff shouldn't be given the authority to make those types of decisions.

Mr. Eckhoff clarified that design review items never come before Council; they are handled by staff or the Planning and Zoning Commission. He said it is routine for communities to have minor or major site plan review process. He said a smaller scale project can be done administratively versus every single development going before the Planning and Zoning Commission. He said regardless if the project goes before the Planning and Zoning Commission, or staff, the project must still adhere to the code and PUD requirements. He said this would also take some of the complication out of the process.

Mr. Eckhoff stated that there were discussions with Mr. Anderson regarding items that he wanted to go before the Planning and Zoning Commission that do not go before the Commission, such as improvement plans that are approved by the Town Engineer. He said a small scale utility project, such as the park had, would not go before the Commission, and projects similar to that have never gone to the Commission before either.

Mr. Eckhoff stated that the proposed ordinance reflects the operating procedures that have been in place for years. The Town has various procedures in place for various types of reviews such as construction permitting process, civil improvement process, and utility installation process. He stated that there are other public bodies, such as the Historic District Advisory Commission, that get involved in some projects. He said there is a very robust regulatory environment within the Town, and staff is trying to streamline the less complex projects. He said for appeals, they would go before the Planning and Zoning Commission and beyond them to the Council.

Mayor Rankin inquired if a park were to be built with some type of structure, would it have to go before the Planning and Zoning Commission.

Mr. Eckhoff explained the review process for various types of parks. He explained that public facilities normally would go through Planning and Zoning Commission and HOA parks would not.

Councilmember Montaña inquired what is considered reasonable in that it does not have to go to the Planning and Zoning Commission mean. He inquired if the Town is doing what they saying what they're doing. He gave an example of the lighted historical sign on Main and Butte, which did not go before the Historic District Advisory Commission, Planning and Zoning Commission, or Council as a lighted sign. He said he concurs with Mr. Anderson and would be upset as well. He does not agree with staff having authority to approve those types of items. He said the staff is an extension of the Council and needs to follow the outlined procedures.

Mr. Eckhoff stated that the lighted historical sign on Main and Butte is the exact sign that was approved by the Mayor and Council. He said the sign was not required to go before Council; however, staff took the extra step and brought it before Council because the sign was significant because it was the gateway into the Historic District and were contemplating doing something a little different. He explained the various discussions that took place with regards to the sign.

Mr. Eckhoff stated that there has never been a single instance that staff has done anything outside of conformance with the Code or the operating procedures.

Councilmember Montaña stated that he is the liaison for the Planning and Zoning Commission as well, and does not recall any conversations regarding a lighted sign. He said if so, he stands corrected. He said projects need to go before the appropriate board or commission, and does not see where staff is forwarding the projects to the board or commission.

Mr. Eckhoff stated that all projects have followed Town Code and have gone before the appropriate board or commission and Council, if required. He said staff follows the rules and works has the highest professional standards and ethics.

Mr. Eckhoff stated that Mr. Anderson has mentioned a few cases that he wanted more opportunity to review things that were already being reviewed through a legitimate process. He said staff saw an opportunity to better streamline the process and is forwarding the proposed ordinance for Council's consideration. He said the public has asked if there is a way to not require every single project that is done in Florence go before a board or commission. He said staff prepared the ordinance and four out of the five Planning and Zoning Commissioners trusted and had confidence in the staff to continue to do their jobs with the upmost integrity. Pulte also supports what the staff is doing.

Mr. Eckhoff stated that the Code could stay status quo and remain stagnant. The Town wants to move forward and be more business friendly. He said the Community Development Department does not gain anything, it only streamlines the process.

Mayor Rankin stated that the Town is trying to streamline the process and making it more business friendly. He stated that he supports the Community Development Department and its staff. They work to ensure that the projects follow the Code. He said the majority of the Planning and Zoning Commission supports the proposed ordinance.

On motion of Mayor Rankin, seconded by Councilmember Celaya, to adopt Ordinance No. 605-13.

Roll Call Vote:

Mayor Rankin: Yes

Councilmember Celaya: Yes

Councilmember Walter: No

Councilmember Hawkins: No

Councilmember Woolridge: Yes

Councilmember Montañó: No

Vice-Mayor Smith: No

Motion Failed: (Yes: 3; No: 4)

## **NEW BUSINESS**

### **Discussion/Approval/Disapproval of purchasing playground equipment and park renovations of Main Street Park from Play and Park Systems through TCPN (The Cooperative Purchasing Network) in the amount of \$119,772.62.**

Mr. Ray Hartzel, Parks and Recreation Director, stated that the project was approved in the 13/14 CIP budget. He said the Town is listed as part of the CO-OP and is requesting Council's approval for the purchase of the playground equipment. He said the budgeted amount for the project is \$125,000.

Mayor Rankin inquired if the pictures of the playground equipment depicted in the handout the same equipment that the Town is purchasing.

Mr. Hartzel said the playground equipment pictured is what the Town is purchasing; however, there may be some slight modifications, based on positioning of the equipment. He explained that the Town is in control of Main Street Park through a lease agreement with Pinal County. He said staff is excited to do something with the park, specifically since there isn't a playground on the south end of Town. He said the total cost includes rehabilitating the property to make it a safe, conducive area. The playground will include a swing set, benches, and shade structures. The company is the same company who installed the playground equipment at Heritage Park.

Vice-Mayor Smith inquired if there will be some type of barrier between the park and Main Street, specifically because this park is geared for small children.

Mr. Hartzel stated that there will be some barrier fencing to prohibit small children from exiting the park onto Main Street. The fence will not inhibit pedestrian flow on the sidewalk. The only access into the park will be from the north side. He explained what the modifications will be including, removal of crumbling fence and installation of wrought-iron fencing, other minor modifications.

Councilmember Hawkins inquired what large tree will be removed. He would hate to lose shade trees. They will also be removing stumps as well.

Mr. Hartzel said the tree is a large pistachio tree that is located in the southwest corner of the property that died several years ago.

Councilmember Celaya inquired if the property for playground is the dirt area, and if so, the property is part of the lease that Pinal County has with the State.

Mr. Hartzel said it is his understanding that the Town is in control of the portion of property between the lease agreement between Pinal County and the State.

Councilmember Celaya stated that he has spoken with the Pinal County Manager, and he doesn't have an issue with it. He said he would prefer the equipment in the dirt area.

Mr. Hartzel said the area is ideal because there can be some type of containment as well as it not getting in the way of others utilizing the park.

Councilmember Celaya inquired if the remaining monies from the budgeted amount could be used to clean up some of the park equipment at Heritage Park.

Mr. Hartzel stated that they could utilize the remaining funds for graffiti abatement at Heritage Park.

On motion of Councilmember Hawkins, seconded by Councilmember Montaña, and carried to purchase playground equipment and park renovations of Main Street Park from Play and Park Systems through TCPN (The Cooperative Purchasing Network) in the amount of \$119,772.62 and for the installation of the equipment; contingent upon the property being under the control of the Town of Florence through an intergovernmental agreement with Pinal County.

## **DEPARTMENT REPORTS**

### **Manager's Report**

#### **Department Reports**

**Community Development**

**Courts**

**Finance**

**Fire**

**Library**

**Parks and Recreation**

**Police**

**Public Works**

**Utilities**

Councilmember Hawkins stated that he thought the crosswalks that are being installed on Main Street would be done in a visible color. The color looks gray and blends with the

sidewalks. He said the stamping job looks great; however, he would like a stain to be added to differentiate from the rest of the concrete.

Wayne Costa, Public Works Director, explained what colors and techniques are being used to differentiate the crosswalks from the streets. They are antiquing the boardwalks which will bring out the texture and are using a contrasting color for the band of the crosswalk borders. They are also darkening the indentations. Raised pavement markers will also be added. He said when completed, you will notice a distinctive color between the crosswalk, sidewalk and roadway. He said he will look at lightening the border of the boardwalk.

## **CALL TO THE PUBLIC**

There were no public comments.

## **CALL TO THE COUNCIL**

Councilmember Montaña stated that the Florence Unified School District will begin the public meetings regarding the override and the deficit.

Councilmember Walter wished everyone a happy new year and thanked everyone for their hard work and effort. She encouraged everyone to visit the website to see the upcoming activities and events. The Town has expanded their Before the Bell, After the Bell program to the Anthem K-8 school.

Councilmember Woolridge asked everyone to be careful when out in the evening. There was a loose coyote running down Main Street. There have also been skunks in the area.

Vice-Mayor Smith stated that all the departments are doing a great job. He said the boards and commissions are valuable. The more items that go before the boards and commissions with recommendations to Council will result in a better vote from the Council. He is in favor of having items go before boards and commissions at all times.

Mayor Rankin stated there are a lot of things happening in Florence in 2014. He said the Council wants to continue with movement in Florence. Please remember to keep our thoughts on one of our police officers for a speedy recovery.

## **ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body with the Town Attorney in accordance with A.R.S 38-431.03(A)(4) regarding negotiations for the purchase of water and wastewater infrastructure; pursuant to A.R.S 38-431.03(A)(7) to consider the purchase of real property; and pursuant to A.R.S 38-431.03(A)(4) for discussion with the Town Attorney regarding contract negotiations with the Florence Unified School District.**

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

## **ADJOURN FROM EXECUTIVE SESSION**

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

## **ADJOURNMENT**

On motion of Councilmember Celaya, seconded by Councilmember Walter, and carried to adjourn the meeting at 9:25 pm.

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Tom J. Rankin, Mayor

## **ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 6, 2014, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, JANUARY 21, 2014, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Vice-Mayor Smith called the meeting to order at 5:30 p.m.

**ROLL CALL:**

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

Absent: Woolridge

**INVOCATION**

A Moment of Silence was observed.

**PLEDGE OF ALLEGIANCE**

Vice-Mayor Smith led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Ms. Judy Hughes, Greater Florence Chamber of Commerce Executive Director, invited the public to McFarland State Park on January 24, 2014, for the second round of Floor Director Series, beginning with the historical and archeological preservation services.

**WORK SESSION**

**Discussion on Agenda Item No. 9a. Ordinance No. 606-14.**

Mr. Charles A. Montoya, Town Manager, stated that the Mr. James E. Mannato, Town Attorney, was asked to provide a legal opinion on the Covenants, Conditions, and Restrictions (CCRs). The Town has received additional information from Ms. Nevis, Wild Horse Estates, Resident, which has not been forwarded to the Planning and Zoning Commission as of yet. The Planning and Zoning Commission is requesting that the item be returned to them so they may be able to re-address the issues, have public hearings, and forward a clean document to the Council.

Discussion occurred on the reasons for the ordinance to be referred back to the Planning and Zoning Commission.

Mr. James E. Mannato, Town Attorney, explained his legal opinion. He explained how the CCRs are administered, enforced, and amended. He stated the CCRs are viable and can be enforced. The Town does not have the authority to change them by enacting a zoning ordinance. The only legislative body that can make changes is the State Legislature.

Discussion occurred regarding the homeowner's association.

Councilmember Hawkins inquired why the Council is returning the item to the Planning and Zoning Commission if it must legally remain status quo.

Mr. Mannato stated that in an event of the annexation, the Town is required to enact zoning that is no more restrictive than what current exists.

Councilmember Montaña stated that he would like it to be referred back to the Planning and Zoning Commission so that they may clarify the definition of acceptable animals. He said they did not discuss project animals for 4-H or FFA animal.

Councilmember Celaya stated that the animals are clearly defined in the CCRs, with the exception of pigs. He said the CCRs dictate what is allowed or not allowed.

Mayor Rankin stated that the zoning cannot be more restrictive than the CCRs.

Discussion occurred on Pinal County zoning and what the CCRs allowed.

Mr. Mannato stated that the Town's zoning must be comparable to what currently exists with Pinal County. The CCRs are binding and may prohibit what the zoning allows.

Councilmember Celaya stated that the Planning and Zoning Commission has requested to review the ordinance again and forward a new recommendation to Council.

#### **Discussion on ORDINANCE NO. 605-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk read Ordinance No. 606-14 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.013 DESIGN REVIEW (PZC 38-13-ORD) (First reading held on December 2, 2013, second reading held on January 6, 2014).**



Mr. Montoya stated that several projects have come forth through the Town in the last six to eight months. Currently, the Town Code requires that many of those items go before the respective Board or Commission. The Code also requires that those looking for commercial businesses utilize professional engineers without the staff being able to assist them. Council has asked staff to streamline and simplify the process for our residents and customers. He said many of the projects will still go before the respective Board or Commission, as well as the Council; however, staff is trying to streamline the process for those individuals that are not major developers and small types of projects.

Mr. Montoya stated that in six months, staff will continue to evaluate the Town Code to better streamline some of the processes. He said staff could provide a quarterly report to the Council and the Planning and Zoning Commission on items that were administratively approved through development review.

Councilmember Hawkins stated that streamlining the process would be a good thing. He would prefer that the appeal process be provided to the customer in writing if they did not agree with staff's decision.

Mr. Mark Eckhoff, Community Development Director, stated that there is a section in the design review application that informs the applicant of the appeal process to the Planning and Zoning Commission and to the Town Council.

Councilmember Hawkins requested that a pamphlet be provided to the applicant on the onset.

Mayor Rankin concurred with Councilmember Hawkins and agrees with streamlining the process. He said the projects would be able to start much sooner.

Vice-Mayor stated that the Town has boards and commissions for a reason. He understands that it is important to simply the process; however, he would like Council to be kept abreast of projects in the community.

Mayor Rankin stated that there have been instances where businesses have not been able to move forward because the engineering costs exceeded the project cost. Council requested staff to streamline its processes, and staff has moved forward with the Council's request.

## **PRESENTATIONS**

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

Ms. Shawn Gibson, Greater Florence Chamber of Commerce Boardmember, recognized the Happy Adobe, LLC, as the Business of the Month. She recognized their efforts and congratulated them for their great work.

Councilmember Celaya stated that he has visited the business and it is very inspirational for home projects.

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

**\*Approval of a Professional Services Agreement with Sunrise Engineering, Inc., for design of waterline in Bailey Street.**

**\*Approval of Task Order No. 3 with Water Works Engineers, LLC, for bidding and construction administrative services for Well 3B.**

**\*Ratification of the Assumption of Blessed Virgin Mary Catholic Church Special Event License for a Saturday, February 8, 2014, from 10:00 a.m. to 8:00 p.m.**

**\*Approval of the Town of Florence 2014 General Plan Amendment application and hearing schedule.**

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to approve the Consent Agenda, as written.

## **UNFINISHED BUSINESS**

**ORDINANCE NO. 606-14: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.031 DEFINED WORDS, SECTION 150.047 DISTRICT USE REGULATIONS TABLES (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION (PZC-34-13ORD) (First reading held on January 6, 2014).**

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to table Ordinance No. 606-14; and to return to the Planning and Zoning Commission for further review.

## **NEW BUSINESS**

### **Resolution No. 1418-14:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1418-14 by title only.

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

**DQCRESTFIELD, LLC., an ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (Annexation No. 2013-02 – “CRESTFIELD MANOR” PROPERTY).**

Mr. Mark Eckhoff, Community Development Director, stated that DQCrestfield, LLC, has approximately 53 acres, and 360 lots within the Crestfield Manor subdivision. He explained the development that has taken place within that subdivision and stated some lots are ready to go vertical. He said the owners realize that they will need to spruce up the area and address the retention basin, which has issues. He said as soon as the market improves, they will be ready to build on the lots.

Mr. Eckhoff stated that Mr. James Mannato, Town Attorney, developed the model pre-annexation and development agreement. He said the agreement is similar to others that have come before Council. He said the agreement has been routed to all the parties, which may be slightly different from one another based on each owner's circumstances.

Councilmember Montañó inquired about the area of annexation.

Mr. Eckhoff explained the areas that may be annexed. He explained what the pre-annexation and development agreement would entail.

Mayor Rankin inquired if the property owners already have a development agreement with Pinal County.

Mr. Eckhoff stated that there are development agreements with Pinal County, and the Town's agreement will supersede the existing agreements they have with Pinal County upon annexation. Those who enter into the agreements will have certainty on what the fees will not exceed within the first five years of the annexation.

Discussion occurred on issues with the Magma Flood Dike, improvements in the area, and if Florence will have to accept responsibility for improvements if needed.

Mr. Eckhoff explained the present issues with the Magma Dam and improvements that are needed.

Mr. Wayne Costa, Public Works Director, explained what is currently being done to address some of the issues with Magma Dam and the middle Magma channel. He also explained what work has been completed thus far.

Councilmember Celaya is concerned that the annexation pays for itself coming in to the Town and that the financial burden does not fall on the responsibility of the Town.

Mr. Costa stated that the Town would not pay for the improvements as it is currently not part of the Town.

Mr. James E. Mannato, Town Attorney, explained what the assessment for the Magma Flood District entails. He explained that they raised the assessment on the property owners to raise the funds needed for improvements.

Councilmember Celaya said it is the financial responsibility of the person developing the property to pay for the necessary improvements.

On motion of Councilmember Montaña, seconded by Councilmember Walter, and carried to adopt Resolution No. 1418-14.

**Resolution No. 1419-14:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1419-14 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE FY 2013-2014 EMPLOYEE CLASSIFICATION PLAN.**

Mr. Scott Barber, Human Resources Director, stated that the request is for two new positions that currently do not exist in the current classification plan. The positions are for Management Analyst – Pay Range 47, and Parks Maintenance Superintendent – Pay Range 45.

On motion of Vice-Mayor Smith, seconded by Councilmember Montaña, and carried to adopt Resolution No. 1419-14.

**Discussion/Approval/Disapproval of authorizing the Town Manager to accept the award for Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant program funds in the amount of \$463,902.**

Mr. Ernie Feliz, District Manager, stated that on August 19, 2013, the Council authorized the submission of the grant, and on January 10, 2014, the Town was notified of receipt of the award a SAFER grant in the amount of \$463,902.

Mr. Feliz stated the monies will be used to pay for the hiring of three additional firefighters. The funding amount is based on the salaries for the three firefighters for two years. The Town has until February 10, 2014, to accept the award.

Mayor Rankin inquired how many SAFER grants have been awarded in Arizona.

Mr. Feliz stated that he is not aware of any other SAFER grants that have been awarded.

Mayor Rankin inquired if the Town is to absorb the costs after two years, if the Town chooses to retain the employees.

Mr. Feliz responded yes, the Town would absorb the costs after two years for the three individuals.

Councilmember Celaya inquired if the staff will be notified that there positions are grant funded and may not be funded after the grant funding is gone.

Mr. Feliz stated that the Town is not required to retain the employees after the funding is gone.

On motion of Councilmember Celaya, seconded by Councilmember Walter, and carried to authorize the Town Manager to accept the award for Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant program funds in the amount of \$463,902.

**Discussion/Approval/Disapproval of Task Order No. 2 with Water Works Engineers, LLC, for bidding and construction administration of effluent pump station, chlorine system upgrades and administration building improvements at the South Wastewater Treatment Plant.**

Mr. John Mitchell, Utilities Director, stated that in October 2013, Council approved a professional services agreement with Water Works Engineers, LLC, in order to capture various tasks currently being performed by them. Staff informed Council that each task would be covered in separate task orders.

Mr. Mitchell stated that the Town entered into a Consent Order with Arizona Department of Environmental Quality (ADEQ) because of exceedences in chlorine residuals out of the plant. He said the projects will fix the consent order. The Town has a work plan that has been negotiated and approved with ADEQ covering the projects.

Mr. Mitchell said the effluent pump station and the chlorine system design have already been completed. He said the administration lab building and expansion is at 90% completion. He said the engineering needs to be completed and assembling the bid packets and sending the project out to bid. Staff will present the lowest bidder to Council for authorization to award the bid. Water Works will perform the inspections.

On motion of Councilmember Walter, seconded by Councilmember Montañó, and carried to approve Task Order No. 2 with Water Works Engineers, LLC, for bidding and construction administration of effluent pump station, chlorine system upgrades and administration building improvements at the South Wastewater Treatment Plant.

**Discussion/Approval/Disapproval of Task Order No. 4 with Water Works Engineers, LLC, for construction of a new water storage tank, booster station and site improvements in North Florence.**

Mr. Charles A. Montoya, Town Manager, pulled this item from the agenda and it will be brought back to a future agenda.

## **MANAGER'S REPORT**

There is no Manager's Report.

## **CALL TO THE PUBLIC**

Mr. Terry McDadd, Wild Horse Estates Resident, stated that he is disappointed that Ordinance No. 606-14 is being referred back to the Planning and Zoning Commission. He said they have had numerous meetings, evidence has been submitted, and several discussions have taken place. On November 21, 2013, there was a very large Planning and Zoning Work Session and he is disappointed that those making the decision to return it to the Commission were not at the work session. He said numerous options were presented at the Work Session, discussions were held and they were voted upon. The final two options were forwarded to the Commission and they chose from those two options.

Mr. McDadd stated that the Town Attorney explained the CCRs. He said everyone who purchased property, by virtue, has agreed to the covenants. He said the Town should put in the two horse restriction the same as what Pinal County has and the same that is in the CCRs. He does not understand why they want to waste time by going over it again. It is an inconvenience to the public to have to come to so many meetings when there was already a resolution.

Nancy Cincotta, Wild Horse Estates Resident, stated that there are CCRs and everyone agreed when they purchased their property. She said the neighbors like each other and do not want any fighting amongst themselves. She said that is not right for the Town of Florence or for any government to say they are going to change the zoning, which is a direct conflict with the current CCRS, and then expect the neighbors to sue one another because they have too many animals. She said that the Council is making the neighbors do the Council's job. She said they should have a zoning that is not in conflict with the CCRS so they don't have to do the Council's job. She said they can pay their taxes so the Council can do their job and they can live happily in their neighborhood. They all understand they are only allowed to have two horses. They want their neighborhood to look nice and don't want neighbors with too many animals. She is asking Council to do their job.

Ms. Kelly Nevis, Wild Horse Estates Resident, thanked the Council on behalf of the 50 residents who have Council to reconsider making it animal units versus horses. She said at the Planning and Zoning Commission Work Session there were a majority of votes in favor of the two options that were forwarded to the Commission. One of the options included allowing donkeys and mules. The Planning and Zoning Commission put forward the other option that did not include as many votes. She is requesting that

their voices be heard, even though they are not part of Florence yet. She would like to believe that the Council will listen to the people. She said there are those who are in favor of four animal units. She thanked the Council for reconsidering. She asked if the Town Attorney's legal opinion on CCRs is available to the public. With regards to the CCRs, there is no current board and has been disbanded for several years. There is no one to govern or manage the CCRs. Those who were on the original board have moved away.

Ms. Denise Kollert, Florence Resident, said that after listening to all the discussion, it appears that those who are living out there are breaking the law. She doesn't understand why the Planning and Zoning Commission should have to go over the same information that they have had to make the decision they made to allow them to keep breaking the law. She said if they have CCRs with Pinal County, whether there is a board or not, it is enforceable. Pinal County also has rules regarding animals, and those residents are breaking those laws. She stated what the Planning and Zoning Commission recommended was less harsh than what Pinal County has, so she doesn't understand why there needs to be further discussion and waste Council and Planning and Zoning Commission meeting time to continually reiterate people breaking the law.

Person unknown, Wild Horse Estates Resident, stated she purchased property in Wild Horse Estates, continually is hearing about CCRs; however, she never received them nor does she know what they are. She said she doesn't even know how to comply with them since she doesn't even know where she can obtain a copy of the CCRs. She owns three small horses and purchased the property specifically because you could have horses on your property. She said there are dairy farms in close proximity that emit smells; however no one complains about the waste that the dairies and other farms generate. She said in the four states that she has lived in, you were never allowed to commit waste on your property and doesn't understand why this is being addressed.

## **CALL TO THE COUNCIL**

Councilmember Hawkins stated that the funeral for Charles Bussey will be Thursday, January 23, 2014, at 9:00 am for visitation and 11:00 am for services.

Councilmember Celaya stated that returning the annexation item back to the Planning and Zoning Commission will provide more clarification to the Wild Horse Estates residents as to what is within the Council's ability to offer them. What they may find is that regardless of what they are authorized or what the Council grants, their CCRs are still in effect and will be held by those. He said people may expect the Council to increase their ability to have animals; however, that is not within the Council's ability to do.

Councilmember Montañó stated that the Florence Unified School District is completing their community forums regarding their budget reductions. Their deficit is \$1.7 million so they are trying to work with the community on things that they can do to make a

determination on what they are going to do regarding the cuts. He said it is a good opportunity to get involved.

### **ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body with the Town Attorney in accordance with A.R.S. § 38-431.03(A)(4) for discussion and consideration of Town's position with regard to pending litigation.**

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

### **ADJOURN FROM EXECUTIVE SESSION**

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

### **ADJOURNMENT**

On motion of Councilmember Celaya, seconded by Vice-Mayor Smith, and carried to adjourn the meeting at 7:35 pm.

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Tom J. Rankin, Mayor

### **ATTEST:**

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Lisa Garcia, Town Clerk

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

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Lisa Garcia, Town Clerk



**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, JANUARY 28, 2014, AT 5:30 P.M., IN THE FIRE DEPARTMENT TRAINING ROOM, LOCATED AT 72 E. 1<sup>ST</sup> STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Rankin called the meeting to order at 5:32 pm.

**ROLL CALL:**

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

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body in accordance with A.R.S §38-431.03(A)(7) to consider the purchase of water and wastewater infrastructure.**

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

**ADJOURN FROM EXECUTIVE SESSION**

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

**ADJOURNMENT**

On motion of Councilmember Walter, seconded by Councilmember Montaña, and carried to adjourn the meeting at 8:30 pm.

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Tom J. Rankin, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on January 28, 2014, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING OPEN TO THE PUBLIC ON MONDAY, FEBRUARY 3, 2014, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER:**

Vice-Mayor Smith called the meeting to order at 6:00 pm.

**ROLL CALL:**

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

**INVOCATION**

Councilmember Wooldrige led the invocation.

**PLEDGE OF ALLEGIANCE**

Vice-Mayor Smith led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

There were no public comments.

**PUBLIC HEARING**

**Public Hearing for submission of application(s) for FY 2014 State Community Development Block Grant Funds and Discussion/Approval/Disapproval on Resolution No. 1420-14.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1420-14 by title only.

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

Mr. Ernie Feliz, Grants Coordinator, said the public hearing is for the Community Development Block Grant for regular account and State Special Project Applications for Fiscal Year 2014. The amounts to be applied for are \$224,015 for the regional account fund, and \$300,000 for the State Special Project Fund. He said that in December 2013, a public hearing was conducted, as required by the Arizona Department of Housing, to discuss potential projects for which the Town could apply. At that hearing, the only viable project discussed for the two grant funds was owner-occupied housing rehabilitation.

Mr. Feliz said that Town staff is proposing housing rehabilitation project for selection by Town Council because it represents the best opportunity to be awarded funding. It meets criteria for state and national priority and local need. It is a Department of Housing/HUD high priority as well as being shovel ready. Staff has created guidelines for this project that Council has approved. He said they have obtained applications from 14 homeowners who wish to be part of this program. He said they estimate that they will spend an average of \$50,000 to repair each home. They will try to do as many homes as possible. He said the funding would be guaranteed with a forgivable loan to each homeowner. He said under the regional account, staff wants to repair at least four homes, and if they receive State Special Project Funds, they could repair an additional five homes.

Mr. Feliz stated that they submitted a State Special Project Application last December, and are still waiting a response on this funding, which is very competitive. He said this hearing is the last opportunity for the public to make any final comments regarding the proposed project or to propose an additional project. He said once the hearing is over, Council will be asked to make a decision in regards to the project that will be submitted to the State. He said they have stated throughout the public participation process, the Town Council makes the final decision regarding the application to be submitted.

Vice-Mayor Rankin opened the public hearing.

Councilmember Hawkins inquired if those requesting to participate in the project are required to be present at this public hearing.

Mr. Feliz stated they are not required to attend the public hearing. He said all of the applicants were notified of the public hearing.

Councilmember Celaya inquired if all 14 applicants are able to receive funding, or if the process will be competitive.

Mr. Feliz stated that the project is set up to be where assistance will be provided on a first-come first-serve basis. Once funding is exhausted, the remaining applicants will be placed on a waiting list until the Town receives additional funding. He said the Town previously submitted an application for \$300,000 and were planning to assist five homeowners with that application. He said conceivably, if all the funding is approved, they could do 14 homes.

Councilmember Celaya inquired if Council has no decision as far as the selection of the applicants. Council's role is to only approve the process and what the funding is used for.

Mr. Feliz responded yes, that Council has no decision as far as the selection of the applicants. Council's role is to only approve the process and what the funding is used for.

Ms. Margaret Valdez, 174 Poston Circle, Florence, Arizona, stated that she was born and raised in Florence, and has resided here her entire life. She attended school, got married, and is still married for 61 years. She is speaking on behalf of her friend, Teddy Ruiz. Ms. Ruiz lives on the corner of Ruggles and University. They have been trying to get her house fixed for seven years. Every year is a bad summer and a bad winter for her. She doesn't have heat in her home and is in need of a new roof. She has burnt out two stoves because she uses her oven for heat. Ms. Ruiz cannot afford the needed repairs. She would like Ms. Ruiz to be able to enjoy the time she has left. She is a widow.

Vice-Mayor Smith inquired if she has submitted an application.

Ms. Valdez responded that she submitted an application. She inquired how long the process will take.

Mr. Feliz explained the funding process and said they would expect construction to begin in the beginning of next year.

Ms. Valdez stated that Ms. Ruiz will go through another summer and winter without heat and cool. She said it would be nice if Council would approve this so the applicants can get the needed repairs.

Councilmember Celaya inquired if Mr. Feliz will be making the list available.

Mr. Feliz inquired what listing Councilmember Celaya referring to.

Councilmember Celaya stated that he was referring to the applicant list. He asked if it was public information.

Mr. Feliz said he has the lists and it includes eight applicants whom they feel are qualified; the other six they are attempting to qualify.

Councilmember Celaya inquired if the list is something that will be publicized, or if it will be available on inquiry.

Mr. Feliz said that he has not publicized the list in the past and doesn't know if it is something that the Town can or cannot do. He said if possible, he could release the list. They do have the waiting list by the dates that the applications were submitted.

Vice-Mayor Rankin closed the public hearing.

On motion of Councilmember Woolridge, seconded by Councilmember Montaña, and carried to adopt Resolution No. 1420-14 to approve Owner-Occupied Housing Rehabilitation in the Town of Florence.

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

**\*Approval of Special Event Liquor License applications for various events for Caliente Casa Del Sol held on February 22, February 25, February 26, February 28, and March 2, 2014 for various times.**

**\*Approval of purchasing fitness equipment for Fire Station 542 from Commercial Fitness, in an amount not to exceed \$33,108.73.**

**\*Acceptance of donation from Florence Industrial Development Authority for annual Historic Home Tour.**

On motion of Councilmember Montaña, seconded by Councilmember Woolridge, and carried to approve the Consent Agenda, with the exception of Item 7b. and 7c.

**\*Approval of purchasing fitness equipment for Fire Station 542 from Commercial Fitness, in an amount not to exceed \$33,108.73.**

Vice-Mayor Smith stated the dollar amount was not listed in the budget when it was approved. He inquired if anyone spoke to Pulte/Anthem to see if their equipment could be used.

Mr. Peter Zick, Fire Chief, stated that the crews are currently using the equipment at the Anthem Fitness Center. He said when the fire station was passed; they specifically put in a fitness room in the fire station to avoid them having to go to the community center. He said it limits their time that they can go work out. It also delays response times because of the size of the truck. They normally have to park further out in the parking lot. Having the fitness center in the fire station will significantly cut down on response times.

Councilmember Hawkins inquired if they will work out while on duty. He inquired if they are able to work out while they are off duty.

Chief Zick stated that the staff often works out off duty as well.

Councilmember Hawkins expressed his concern in spending \$33,000 for exercise equipment. He explained his reasons for the concern and inquired if it would not be cost effective to pay for a membership at the Anthem fitness center instead. He stated that he does not see where the taxpayers are obligated to pay for the fitness of any of the departments. He understands that firefighters need to be in great shape; however, the Town has spent a lot of money on the Fire Department in the last 1-1/2 years, and the expenses continue. He said the Town is in the process of building a new library and community center and the funding could be used for equipment at those facilities.

Chief Zick explained the reasons for having exercise equipment at the fire station. He said it is standard across the valley. He said part of his plan will require that the firefighters pass a physical fitness test each year. The equipment will help enable them to ensure that they are in

good physical condition and able to pass the test. It provides them the opportunity to work out and to stay physically fit to maintain the demands of the position.

Councilmember Hawkins said there are many jobs that require physicals every year and the companies do not normally pay for the individuals to stay in shape. It is up to the employee to remain in shape if they want to keep their job. He said he is not anti-safety.

Chief Zick said another thing to consider is that standard wide in the service for the last ten decades, 55% of those killed in the line of duty are cardiac related and stress and exertion related. He said when the standards came out for physical fitness performance and physical conditioning, it was all based on those statistics and how do we take a proactive approach to keep the firefighters in the best physical condition they can. He said it is very important that the firefighters have access every time they work so they know that they are in good physical condition when they go out to do what they have to do.

Discussion continued on the need of the equipment and the associated costs for the equipment.

Charles A. Montoya, Town Manager, stated that the Town requires that the fire fighters work three complete 24 hour days on their schedules. They need to have the equipment to be able to work out because they cannot leave the station. They are on duty all of the time.

Councilmember Montaña explained that a fire fighter has to have a way to release the emotional stress of the job and provided information he read from a book called "Emotional Survival" written by Dr. Kevin Gilmartin. He explained that firefighters tend to turn themselves on and off while on and off a call and physical fitness is way to help release the stress.

Vice-Mayor Smith inquired what equipment currently exists at the fire station and how much it cost.

Chief Zick stated that there is equipment in the bay; however, he does not know the cost as he wasn't with the Town when it was purchased.

Councilmember Montaña stated that the cost is not very much for the equipment they are purchasing. He said some treadmills can cost approximately \$10,000. He said the Town is savings because they are purchasing through Mesa's procurement.

Chief Zick stated that the equipment is industrial grade and made for firemen.

Mr. Montoya said the equipment at the current fire station is old and has been donated by other fire department and people in the community. He said the Town had to discard of a few pieces because they were deemed hazardous. They do not have a full set of equipment at this time.

Councilmember Celaya stated it is important for the fire fighters to remain as physically fit as possible. He said it has an effect on risk management and injury during work hours. They operate in strenuous conditions.

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to purchase fitness equipment for Fire Station 542 from Commercial Fitness, in an amount not to exceed \$33,108.73.

## **UNFINISHED BUSINESS**

### **ORDINANCE NO. 605-13:**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Ordinance No. 605-13 by title only.

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLE XV LAND USAGE, CHAPTER 150 DEVELOPMENT CODE, SECTION 150.013 DESIGN REVIEW (PZC-38-13-ORD) (First reading December 2, 2013, second reading January 3, 2014 ).**

Mr. Montoya said the goal is to streamline the processes that are currently in place as well as speed up some of the applicants that are coming through Community Development. Council did ask that any administrative processes that were done in house be put on their monthly report so Council can be kept abreast of what is happening. Staff will place this information on their monthly reports.

Councilmember Hawkins stated there are a few businesses that are trying to start businesses and are coming across some issues with staff. He said information needs to be provided to them on the appeal process. He doesn't agree with some of the requirements. He would like the appeal process to be provided to the applicant on the onset.

Mr. Montoya stated that staff will continue evaluate the Town Code and see what other processes can be simplified. He said there are limitations on what staff has because of the limitations in the Town Code. There is one applicant that is waiting for this to be approved so that he can utilize the new process.

Councilmember Woolridge appreciates the staff for going through the Code and finding ways to streamline the process. It will help the applicant move forward on their projects sooner.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Ordinance No. 605-13.

**Discussion/Approval/Disapproval of Task Order No. 4 with Water Works Engineers, LLC, for construction of a new water storage tank, booster station and site improvements in North Florence.**

Mr. Mitchell, Utilities Director, stated that Task Order 4 is a project on the CIP. It is for a one million gallon storage tank in North Florence and a booster station. Water Works will first complete the design and produce the bid specifications. The total cost of the project is estimated at \$2.6 million. The current approved budget and CIP identify a total of \$1.4 million for this project. The next CIP will be updated to reflect the total cost of this necessary project.

On motion of Councilmember Montaña, seconded by Councilmember Celaya, and carried to approve Task Order No. 4 with Water Works Engineers, LLC, for construction of a new water storage tank, booster station and site improvements in North Florence.

**Discussion/Approval/Disapproval of a motion directing staff to proceed with the demolition process or the restoration process on the Cuen building.**

Mr. Mark Eckhoff, Community Development Director, provided a brief synopsis of what has transpired with regards to the Cuen building since the Town has accepted the building.

Mr. Eckhoff stated that the Town agreed to match donations contributed to this project up to \$50,000 amount. This action was based on verbal understandings from the Florence Industrial Development Authority (IDA) that implied their interest in donating between \$30,000 and \$40,000 to the Town towards the Cuen restoration project. This donation would have provided the seed money needed to encourage other financial contributions for this project. However, the IDA committed to providing \$2,000 in financial assistance for the stabilization of the building. Funding would likely come from the Town budget or the Town could try to obtain funding from other sources.

Mr. Eckhoff stated that the Town has two options: pursue the demolition of the building based on the deteriorating condition of the building and for cost-benefit reasons; or decide that it is in the best interest of the Historic District and Main Street to preserve the subject building.

Mr. Eckhoff said with the current condition of the building, something needs to be done. He said per the Town Code, the decision to demolish the building in the Historic District is one that has to be made by the Historic District Advisory Commission (HDAC). Council would need to send a recommendation to them for demolition. Should the HDAC disagree, the decision could come back to Council to be appealed.

Discussion occurred as to why the recommendation has to be sent to the HDAC and why it came before Council prior to going to HDAC first.

Vice-Mayor asked for assurances that HDAC's recommendation will come before Council.

Mr. Eckhoff explained the processes that will transpire based on HDAC's recommendation.

Discussion occurred on the other projects that the Town is doing and where the funding will come from if the HDAC's decision is to keep the building.

Councilmember Celaya stated that this situation is unique because the Town is the owner of the building, and as the owner, the Town has to go before the HDAC with their recommendation to demolish to building.

Mr. Eckhoff stated that if the Council forwards a recommendation to the HDAC to demolish the building, as the owner of the building, and if HDAC agrees, the item will not come back before Council.



On motion of Councilmember Woolridge, seconded by Councilmember Montaña, and carried to demolish the building and to forward this item to the Historic District Advisory Commission for recommendation to Council.

**7c. \*Acceptance of donation from Florence Industrial Development Authority for annual Historic Home Tour.**

On motion of Councilmember Montaña, seconded by Councilmember Hawkins, and carried to accept the donation from Florence Industrial Development Authority for the annual Historic Home Tour.

**DEPARTMENT REPORTS**

**Manager's Report**

**Department Reports**

**Community Development**

**Courts**

**Finance**

**Fire**

**Library**

**Parks and Recreation**

**Police**

**Public Works**

**Utilities**

Councilmember Montaña inquired about the vacant positions listed in the Police Department Report.

Mr. Montoya stated that one police officer resigned and elected to no longer be a police officer and a sergeant resigned to relocate.

The Department Reports were received and filed.

**CALL TO THE PUBLIC**

There were no comments.

**CALL TO THE COUNCIL**

Councilmember Hawkins said the economy is holding its own and the Town has spent a lot of money. He wants to ensure that the money is well spent. He wants to be fiscally conservative.

Councilmember Montaña reminded everyone that the Prison Run will be Sunday, February 9, 2014.

Vice-Mayor Smith invited everyone to participate in the events that are planned for the Home Tour.

Councilmember Hawkins invited everyone to participate in the Chili Cook-Off at the Assumption of the Blessed Virgin Mary Catholic Parish.

**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).**

On motion of Councilmember Montañó, seconded by Vice-Mayor Smith, and carried to adjourn the meeting at 6:48 p.m.

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Tom J. Rankin, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 3, 2014, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 18, 2014, 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 6:03 pm.

**ROLL CALL:**

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

**INVOCATION**

Councilmember Wooldridge led the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Rankin led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Mr. Jerry Ravert, Florence Resident, stated they he and his family have lived in the JB Michea home, which is in the Historic District for approximately 30 years. He is retired and has worked with State Parks for 34 years. Three of the six parks that he managed were historical buildings, and one of them was McFarland State Park.

Mr. Ravert explained his interest in seeing Florence prosper and explained his reasons for wanting to preserve the Historic District and the surrounding environment. He would also like to keep the surrounding desert free of development and explained his reasons as to why it is important to retain the surrounding desert. He said it is important to keep visitors in town.

Mr. Ravert stated that the Florence Copper Project is going to test this new and innovative method of mining, on a limited basis, if there is no fracking and tests show that there are no ill effects on water quality. Florence may serve as a shining example for the future of mining and may attract visitors to tour the site and the Town.

Mr. Ravert said the Town is ready to spend money on useless treatments on Main Street and fight an industry which could benefit the future of Florence. He inquired why the Council would even suggest tearing down the Cuen building because it might cost money to preserve it. He stated there are enough park areas on Main Street. The IDA is willing to pay \$4,000 towards the restoration. He asked Council why they didn't match their donation and use the money to protect the building. He said he doesn't believe enough time was spent in trying to obtain funding from other sources. He said the hotel and Clark House would not be here today if people thought it would cost too much to restore them.

Mr. Ravert said the Town should be working to get businesses on Main Street, and not expanding the troubled business district.

Mr. Ruth Harrison, Resident, read her letter that she submitted to the local newspaper regarding the location of the library on Main Street. She said 7462 people visited the library in December 2013. If the library were to be housed in the Pinal County building on the corner of Main and 6<sup>th</sup> Street, it would generate a lot of foot traffic. It would be easily accessible to many, and they could visit the eatery, get a haircut, pick up their mail and use Padilla Park. She said it would help Main Street.

A San Tan Valley Resident, stated that she is a customer of Johnson Utilities. She said in light of the potential purchase of Johnson Utilities, she inquired the following:

- What type of customer service can they expect to receive from their call center agent?
- Will current Johnson Utilities employees be retained?
- Will they be considered Town of Florence employees and go through the process as identified on the Town's website?
- Will qualified field technicians be required to maintain a certification and work only in the areas where their certifications are applicable?
- What training will customer service representatives also receive?
- Will they be expected to be helpful and courteous in their interactions with customers?
- Will calls regarding billing errors and other questions be handled with utmost professionalism and respect?
- How will the Town of Florence communicate with the residents about infrastructure problems such as utility system pipe breaks, environmental concerns, and water quality?
- Will the residents receive notification within 24 hours of the potential violation or system problem?
- How will the residents be assured of the overall water quality in their service area?
- How will the Town of Florence address smells that currently come from existing sewage plants, and who do they contact for the smells?

- What, if any type of inserts, bulletins, or newsletters are included in the water bill?
- Will any inserts include useful information about water conservation methods or issues involving water replenishment, recycling, or other environmental concerns, or can they expect to see the inserts used to make politically charged statements or controversial assertions about various individuals or groups in their community?
- What resources are available if they are not satisfied with the service provided to them by the Town of Florence?

The San Tan Valley Resident stated that she knows they are to contact ADEQ for water issues; however, she wants to know who to contact if they are dissatisfied with the services that Florence provides. She said the residents want the Council to be aware that they will hold Florence accountable as well. She said the residents are trusting and supporting the Town as long as the Town provides them the assurance that the Town will treat the residents with the upmost respect and provide them the answers when they need them.

## **PUBLIC HEARING AND PRESENTATION**

### **Presentation of a Service Award to Cynthia Clark for 15 years of dedicated service to the Town of Florence.**

Ms. Cynthia Clark was unable to attend the Town Council meeting and the award will be presented to her at the Public Works Department.

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

Ms. Judy Hughes, Executive Director, Greater Florence Chamber of Commerce, recognized the Florence Reminder and Blade Tribune as the Business of the Month for their service to the Town since 1892. She said the newspaper actively promotes and celebrates Florence's incredible history. The company restored the William Clark House and uses the restored building for their office. The staff is local people and recognized all of those who are employed with Florence Reminder.

Mr. Mark Cowling, Florence Reminder and Blade Tribune Editor, thanked Ms. Hughes and the Chamber for their recognition. He said they enjoy serving the community and its residents.

### **Public Hearing on an application received from Robert E. Barker, Valentino's, located at 3385 N. Hunt Highway, Florence, Arizona, for a new Series 12 restaurant license; and for Council recommendation for approval or disapproval of said license.**

Mayor Rankin opened the public hearing. Mayor Rankin closed the public hearing.

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Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the application was received by the Clerk's Office on January 28, 2014, and was posted for 20 days. The Clerk's Office has not received any complaints. The applicant was advised of the public hearing, and was unable to attend. The business will be located in the former location of Mama's Restaurant in the Anthem Plaza.

On motion of Councilmember Hawkins, seconded by Councilmember Walter and carried to forward a favorable recommendation for approval on an application received from Robert E. Barker, Valentino's, located at 3385 N. Hunt Highway, Florence, Arizona, for a new Series 12 restaurant license

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

**\*Approval of a Special Event Liquor License for the Pinal County Mounted Posse's Annual Eddie Martinez Benefit, on Saturday, March 29, 2014, from 11:00 am to 10:00 pm.**

**\*Approval of a Special Event Liquor License for Paladin Sports Outreach, Anthem Spring Festival, on Saturday, March 8, 2014, from 11:00 am to 6:00 pm.**

**\*Reappointment of Judy Hughes, Barbara J. Kelly, and Ty Schraufnagel to the Industrial Development Authority with terms to expire December 31, 2019.**

**\*Reappointment of Donald L. Woolridge to the Parks and Recreation Board with a term to expire December 31, 2016.**

**\*Reappointment of Denise Kollert to the Library Advisory Board with a term to expire December 31, 2015.**

**\*Approval of accepting the register of demands ending December 31, 2013, in the amount of \$2,201,094.82.**

On motion of Councilmember Montañó, seconded by Councilmember Walter, and carried to approve the Consent Agenda, as written.

## **NEW BUSINESS**

**Discussion/Approval/Disapproval of entering into a purchase agreement with Pinal County Federal Credit Union (PCFCU) to purchase property located at 200 W. 20th Street, Florence, Arizona, in an amount not to exceed \$335,000 or \$72.54 per square foot of building.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the building is approximately 4,618 square feet and has eight executive offices, one conference room, one break room, two restrooms, and the outside has 12 covered parking spaces and 20 open parking spaces. The building is approximately 25 years old. She said staff is recommending that the Town of Florence purchase the building. The PCFCU is currently under contract to go to a new location. The contract allows for PCFCU to make modifications to the building and the Town would take control over the building July 1, to August 30, 2014. The cost for the purchase would be allocated in the next fiscal year's budget.

Mayor Rankin stated the Town will be building a new building by Town Hall, and inquired what will go in the new building.

Mr. Charles Montoya, Town Manager, stated that the library and other recreational facilities and an aquatic center were planned for the building; however, in light of the County Recorder building burning down, the Town is engaged with conversations regarding the purchase of the area, or possibly a land swap.

Councilmember Hawkins inquired if the \$72.54 per square foot the average price for a commercial building.

Mr. Montoya stated that the \$72.54 is the current price offered by PCFCU because there is commercial on residential property. The cost was not measured against other areas because that was the lowest offer they were willing to accept.

On motion of Councilmember Montaña, seconded by Vice-Mayor Smith, and carried to approve of entering into a purchase agreement with Pinal County Federal Credit Union to purchase property located at 200 W. 20th Street, Florence, Arizona, in an amount not to exceed \$335,000 or \$72.54 per square foot of building.

**Discussion/Approval/Disapproval of entering into an Intergovernmental Library Agreement between the Town of Florence ("Town") and the Florence Unified School District ("District").**

Mr. Jasper Halt, Librarian, stated the District elected not to renew the IGA with the Town. The agreement under discussion will be for a shorter term and will allow the library to remain at the current location for up to fifteen months, or up to May 31, 2015. It is projected that the Town will have a new library facility completed and ready for move in by that time. During the interim period, the Town and District would continue to act as a joint use facility serving both the public and the high school. The Town will now lease the facility for \$25,000, payable over the 15 month period in five installments. The Town will also agree to vacate the current location upon completion of the new facility with no penalty for moving out early.

On motion of Councilmember Woolridge, seconded by Councilmember Celaya, and carried to approve of entering into an Intergovernmental Library Agreement between the Town of Florence ("Town") and the Florence Unified School District ("District").

**Resolution No. 1421-14 Discussion/Approval/Disapproval of adopting A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING AND CALLING, A SPECIAL ELECTION TO BE HELD ON MAY 20, 2014, IN AND FOR THE TOWN OF FLORENCE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS OF THE TOWN THE QUESTION OF THE ACQUISITION OF THE WATER AND WASTEWATER UTILITIES OWNED BY JOHNSON UTILITIES, LLC, AND SOUTHWEST ENVIRONMENTAL UTILITIES, LLC.**

Ms. Garcia stated the Town has contact the Pinal County Elections Department, and has determined that the Town can do an election on May 20, 2014, if the Council calls the election. The election will be to place this particular question before the voters, not to determine if the Town of Florence is going to purchase or not purchase, but to place the question to the voters if the voters wish for the Town of Florence to purchase.

Ms. Garcia said the resolution will allow the Town Clerk to take all actions necessary to facilitate the election.

On motion of Councilmember Montaña, seconded by Councilmember Walter, to adopt Resolution No. 1421-14.

Roll Call Vote:

Councilmember Montaña: Yes

Councilmember Walter: Yes

Councilmember Woolridge: Yes

Councilmember Hawkins: Yes

Councilmember Celaya: Yes

Vice-Mayor Smith: Yes

Mayor Rankin: Yes

Motion passed (Yes: 7; No: 0)

**Discussion/Approval/Disapproval of authorization to enter into an Intergovernmental Agreement for provisions of services with the Pinal County Recorder for elections and voter registration services.**

Ms. Garcia stated that the Town has spoken with Pinal County Voter Registration, and they are willing to allow the Town to do an election. Typically, cities have to call an election 120 days prior to. She said today is the 91<sup>st</sup> day prior to the election. She said the Town will be doing a ground election that will take place at the Town of Florence. There will be one polling site. Those who have signed up for permanent early ballots will receive their permanent early ballots. The Town has 52% of the Town's voters receive early ballots.



On motion of Councilmember Montaña, seconded by Councilmember Walter, to enter into an Intergovernmental Agreement for provisions of services with the Pinal County Recorder for elections and voter registration services.

Roll Call Vote:

Councilmember Montaña: Yes

Councilmember Walter: Yes

Councilmember Woolridge: Yes

Councilmember Hawkins: Yes

Councilmember Celaya: Yes

Vice-Mayor Smith: Yes

Mayor Rankin: Yes

Motion passed (Yes: 7; No: 0)

### **CALL TO THE PUBLIC**

Ms. Denise Kollert, Florence Resident, thanked the Council for her re-appointment to the Library Board. She enjoys serving and is looking forward to the new library.

### **CALL TO THE COUNCIL**

Councilmember Walter invited everyone to the fishing event the first weekend in March. The free dump day will be on March 15, 2014.

Councilmember Celaya thanked all of the Board and Commission members for their time and efforts.

Councilmember Montaña acknowledged the Florence High School Basketball Team for going to the playoffs.

Vice-Mayor Smith thanked everyone who assisted with the Home Tour. It was a great and successful event.

Mayor Rankin thanked all those who volunteer in Florence. The Council would like to see more participation. He also thanked the Council for taking the appropriate steps in the evaluation on the acquisition of Johnson Utilities. The resolution prepares the Town Council to ask the general public permission to purchase the utility once the evaluation is completed.

Mayor Rankin thanked the Pinal County Recorder for assisting the Town with the May election.

Councilmember Hawkins stated that there was a letter in the paper that said the Town should have used the money from the Main Street project on the Cuen place instead.

He stated the project has been in the works for quite some time because of issues with ADOT. He said the Cuen Building is such a small building and the cost for restoration is cost prohibitive. The Town did solicit for private funding. The Town is on a time frame due to safety because the walls are separated and it is ready to collapse.

**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).**

On motion of Councilmember Hawkins, seconded by Councilmember Montaña, and carried to adjourn the meeting at 6:40 pm.

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Tom J. Rankin, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on February 18, 2014, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE**  
**HISTORIC DISTRICT ADVISORY COMMISSION**  
**MINUTES**

**SPECIAL MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, NOVEMBER 20, 2013 AT 4:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Vice-Chairman Madden called the meeting to order at 4:00 pm.

**ROLL CALL:**

Present: Madden, Smith, Reid, Cochran and Adam  
Absent: Wheeler

**PLEDGE OF ALLEGIANCE**

Commissioner Smith led the Pledge of Allegiance.

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the regular meetings conducted on July 31, 2013, August 28, 2013 and October 30, 2013.

On motion of Commissioner Adam, seconded by Commissioner Cochran and carried to approve the minutes of the regular meetings conducted on July 31, 2013, August 28, 2013 and October 30, 2013.

**WORK SESSION** regarding the Main Street Crosswalks and Intersection Improvements.

Staff and Commission members met with Wayne Costa, Public Works Director with the Town to view site materials for the Main Street Crosswalks and intersection Improvements located at the Silver King. Mr. Costa described the materials and process of tying the crosswalks into the historic character of Downtown.

**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.

**CALL TO THE COMMISSION**

**ADJOURNMENT**

**The meeting was adjourned at 4:35 pm.**

x Betty Wheeler  
Chairman Betty Wheeler

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

**REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, NOVEMBER 7, 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 6:00 p.m.

**ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

Chairman Wooley led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the regular meetings conducted on July 18, 2013, August 1, 2013 and August 15, 2013.

On motion of Commissioner Anderson, seconded by Commissioner Reed and carried to approve the minutes of the regular meetings conducted on July 18, 2013, August 1, 2013 and August 15, 2013.

**PUBLIC HEARING**

**A. CASE PZC-34-13-ORD**

**MANUFACTURED HOME SUBDIVISION RURAL ORDINANCE (MHSR)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** an Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Defined Words, Section 150.047 District Use Regulations Table (A) and adding a new section entitled "Manufactured Home Subdivision Rural (MHSR)".

Mark Eckhoff stated that the goal of this planning effort is to have a new Town Zoning District in place to apply to the Wild Horse Estates area should the annexation of this area be successful. Staff has worked diligently to ensure the new zoning requirements for this area will help preserve the semi-rural lifestyle in

this special enclave, while also complying with state statutes pertaining to comparable zoning requirements for annexed areas.

Major highlights of this ordinance:

1. Added Animal Unit definitions similar to what is used in the Town of Queen Creek and other jurisdictions where horse ownership is encouraged in certain zoning districts. The District defines the type and number of animals permitted in the District and sets basic criteria for keeping animals and maintaining healthy conditions.
2. Defined and established the basic zoning and development criteria for a new MHSR Zoning District. Minimum lot size requirements are reflective of existing development.
3. The new District defines the type of housing allowed in the MHSR District and contrary to the county's current zoning for Wild Horse Estates, the Town's District proposes to permit site built, modular and newer manufactured homes.

The MHSR Zoning District was intended to provide comparable zoning for the residents of Wild Horse Estate. This new Zoning District will only be applied on the Wild Horse Estates area if this area is successfully annexed.

Chairman Wooley opened the Public Hearing.

Terry Makdad, 9727 E. Pinto Pony Dr. in Wild Horse Estates, stated that he disagrees with Town staff about changing the zoning of Wild Horse Estates. In the annexation question and answer, the Town said that they will keep the zoning the same. The current zoning allows for two horses per lot and nothing else. The covenants, conditions and restrictions (CC&R's) state the same standard for animals for Wild Horse Estates. Owners are bound by Pinal County Zoning and the CC&R's. They received the proposed new Zoning Ordinance from the Town and it's in direct conflict with the Pinal County Zoning and the CC&R's pertaining to animals. By his calculations, some lots would be allowed up to six animal units which mean's sixty chickens, thirty goats and six horses. It's unacceptable and violates the subdivisions covenants. It will increase the noise, odors and the flies in the neighborhood and will negatively impact the property values in the neighborhood. To get his vote for annexation, the Town needs to put the number of animals back to two horses per lot as presently zoned.

Michael Beck, 23664 N. Chaps Dr. in Wild Horse Estates, has resided there for eight years. His condition in living there was to have four horses. That was a part of the condition for purchasing the property was by keeping the animals he has. Contrary to the gentleman before, horse manure with moisture only last two

hours and in the summer, maybe an hour. You don't have moisture, you don't have flies. When he moved into his house before he brought his horses down, there were tons of flies. The amount has not increased or decreased because of my horses. He has had the County out there because a neighbor complained about the flies. A county inspector followed up on the complaint and inspected his property and said that he has some of the cleanest pens in the county. He has spoken with the County's Planning Department and was told that Wild Horse Estates is improperly zoned. He said he was told the County is preparing a new zoning code for the subdivision and if it is not annexed, they will move forward to apply it to Wild Horse Estates. They also said that within this zoning, each property could house up to four horses per lot. The other issue is that the name of the zoning district he believes is incorrect. There are over eighty houses that are site built and fifteen manufacture built. They have been wrongly zoned since the beginning.

Barbra Hipsher, 10063 E Pinto Pony Dr., said that she just moved to the subdivision and did not receive or see any CC&R's when she purchased her property. She was told by the realtor that this was a horse property and they would be able to have their miniature horses. She had horses in Maricopa County and when she moved to Tennessee. They were used for her late husband as therapy and she brought the horses back to Arizona with her. They are only 30 to 32 inches in height each and three of them equal one big horse. She expounded that she was never told or informed that she would not be able to have a horse on a horse property. No one said to her that they limited how many horses one can have on a property and it's kind of like they are being penalized out here. These properties are advertised by the realtors as horse property with no limit on horses one can have. Her horses are not that big and her neighbor's dogs are actually bigger than her horses. The manure is great for the soil here and since there is no moisture, it dries and breaks up fast with no odor and can be raked into the soil. The previous gentleman said he has lived at Wild Horse Estates for a long time and has not had a problem with his horses until now. Why is it now an issue? She did not know about the annexation as a new owner. She asked why, what's the purpose, the benefit to the property owners. They have not received anything pertaining to the Annexation and it looks like some people are not getting all of the information.

Kelley Nevis thanked those who worked so diligently on the zoning proposal for their subdivision. It is pretty good and with a few changes it will be perfect. One of the suggestions she shared that she spent some time on Pinal County's website and it said the smallest lot was 1.00 acres or 43,560 feet. This differs from the map here tonight that says .98 acres. The largest is 1.80 acres, and the rest are 1.00 acres or greater. She suggested that there be no less than four animal units per parcel, and these suggestions are based on the proposal that the Town sent out to the owners. She asked for the chicken quantity to be changed from 10 chickens to 20 chickens equaling one animal unit. And the

reason for that is a horse is much bigger than a chicken and she does not think that is unreasonable request. If the Town wants to prohibit more than twenty chickens, then make a limitation that only one animal unit can be chickens so no one can end up with eighty chickens. She would also request that one rooster should be allowed per parcel. Not based on the size or part of the animal units. If there is a noise issue with that, she is sure the Town has noise ordinances that would address any noise issues. There is a lot of benefit to having fertile eggs and being able to raise chickens. The other is that in the ordinance it says animals could not be able to graze in the front of the property. She believes that they should be able to graze on any part of the property to provide weed control. She would also like to know what is the process going forward and if Town staff is going to take any considerations under advisement or will there be any further notification for future meetings on this topic. She and her husband have lived there for four years now and some property owners have animals and some do not. And within that time, they have not had an issue with a neighbor, if they have one animal or many animals. There is a reason why people buy property in a place called Wild Horse Estates. It's usually because they are friendly towards animals. People stop by all the time and ask if they can meet and pet their animals. For her, the annexation is only about the animals.

Logan Smith, 23625 in Wild Horse Estates stated that he and his wife live along the wash and animals are a big pain to them. Because the gentlemen up the road from him dumps all of his horse manure in the wash and then it floats down and he has to spend time each year clearing out all the brush because the manure raises the water levels and builds a bunch of dams along the wash. It's a major hassle for him and he spends a lot more time removing horse manure from the owner who is putting it in the wash. Along with too many horses, this neighbor has too many dogs. He cannot have coffee in the morning without hearing at least five dogs barking from six to ten in the morning. It's unpleasant and he invited all the Commission to have tea or coffee on his back porch before the Commission votes to allow more animals. There are a lot of people who take care of their property and their animals. However; there are a lot of people who do not. And because they have people who come up and tell half-truths, they invite all to come to their house any time to hear those dogs barking for hours on end three doors down, or walk over the berm to see piles of horse manure. That's not why they bought their property. They bought it for peace and quiet and a little bit of solitude outside the city. If you are going to allow more animals, he would ask that if there was a multiple complaints, that the Town would investigate it. Maybe record those complaints and get rid of those abusers. Because unfortunately, in their area, there are abusers and there are some people who take care of their property, and just as many who do not.

Chairman Wooley closed the Public Hearing.

Discussion was held on the zoning and the HOA of Wild Horse Estates.



Commissioner Anderson asked who in the Town will enforce the regulations about the number of animals.

Mark Eckhoff, Community Development Director stated that if the area is annexed into the Town and if the Town has the MHSR or similar district, the zoning provisions would be enforced by the Community Development Department and Code compliance personal within the Department. The health provisions will be enforced by the County.

Commissioner Anderson asked is the zoning ordinance is more or less restrictive then the County requirements.

Mr. Eckhoff responded that the Town cannot create anything that is more intense and he believes the Town has not because of the use of the property is residential property that allows one home per lot. It's a residential district with low density.

Discussion was held on the next steps to address the ordinance through a work session and to continue the case to a later date.

On motion of Chairman Wooley, and second by Vice Chair Putrick, and carried to table the Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Defined Words, Section 150.047 District Use Regulations Table (A) and adding a new section entitled "Manufactured Home Subdivision Rural (MHSR)" to the December 5<sup>th</sup>, 2013 Regular Planning and Zoning Commission.

## **B. CASE PZC-38-13-ORD DESIGN REVIEW TEXT AMENDMENT (DR)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** An Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.013 Design Review.

Mark Eckhoff stated that staff has been working to make incremental improvements to the Town's Development Code and continues to look for opportunities to make the Development Code more user friendly, less redundant and more reflective of operating procedures that seek to encourage economic development. With this particular application, staff is looking to improve the section of the Code pertaining to the Design Review process.

A completely revised Design Review section is proposed to streamline the Design Review process and make the process more business and development

friendly while continuing to support the Town's efforts to promote high quality development.

Major highlights are as follows:

1. Changes support streamlining the scenarios where the Design Review process is required from seven to two. Some repetitive and vague language is removed in the process.
2. Staff provided greater clarity to why Design Review was required and the types of items needed to complete the Design Review application process.
3. The ordinance proposes that more routine Design Review cases be handled by staff. This would streamline a Design Review application for a basic attached sign or a small scale project. However, it is noted that this does not lessen the requirements within the Historic District where the Design Review process falls under the Historic District Advisory Commission and not the Planning and Zoning Commission.

Chairman Wooley opened the public hearing. There being no public comment, Chairman Wooley closed the public hearing.

Discussion was held on type of reviews pertaining to parks and commercial recreation facilities and the process associated with Design Review.

Commissioner Anderson asked when the Commission has reviewed the height, location, color, setbacks, texture of a building being built.

Mr. Eckhoff responded that that particular item was previously in the code and is remaining. The Commission is not an architecture review board and the intent was never to be. It generally means to review the design of the building to see if it fits into the specific area and Town.

Chairman Wooley stated that he believes that this change is very good for the Town and the Commission. It's a way for staff and the Town to streamline the process and approve smaller applications in house instead of bringing them to the Commission. This is very business friendly and he believes this is the right direction for the Town and the Commission to go.

On motion of Commissioner Petty, and second by Vice Chair Putrick, and carried to forward a favorable recommendation the Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.013 Design Review.

Commission voted 4-1 with Commissioner Anderson voting against the Text Amendment.

**STAFF REPORT**

**A. CASE PZC-32-13-CUP (HEALING HEALTHCARE 3 INC.)**

Rakesh Pahwa owner of Healing Healthcare 3 Inc. has requested staff to withdraw his Conditional Use Permit application.


**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**

**ADJOURNMENT**

The meeting was adjourned at 7:25 pm.

X   
Chairman Wooley

LARRY PATRICK for Jeff Wooley

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

**REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, NOVEMBER 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 6:00 p.m.

## **ROLL CALL:**

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

## **PLEDGE OF ALLEGIANCE**

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the regular meeting conducted on September 5, 2013.

On motion of Commissioner Anderson, seconded by Commissioner Reed and carried to approve the minutes of the regular meeting conducted on September 5, 2013.

## **WORK SESSION**

### **CASE PZC-34-13-ORD MANUFACTURED HOME SUBDIVISION RURAL ORDINANCE**

Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Defined Words, Section 150.047 District Use Regulations Table (A) and adding a new section entitled "Manufactured Home Subdivision Rural (MHSR)".

Mr. Mark Eckhoff, Community Development Director opened by explaining the process in which Town staff came up with multiple options. After the previous public hearing that was held on November 7, 2013 pertaining to the Manufactured Home Subdivision Rural Ordinance, staff approached the work session by giving multiple options and creates a comparable zoning if the Arizona Farms Annexation is approved. This is not a zone change and is **only** in

preparation of the annexation that comparable zoning is in place if the annexation is approved.

Based on comments received before, during and subsequent to the November 7, 2013 Planning and Zoning Commission meeting, staff has prepared updated draft ordinances for the proposed MHSR Zoning District, which could be used as the comparable zoning to apply to the Wild Horse Estates subdivision upon possible annexation into the Town of Florence. Options A-E are included with this staff report as a starting point for the discussion at the work session. There is also the ability to modify and/or merge options as appropriate.

The intent of this work session is to give Wild Horse Estates property owners an additional opportunity to assist in formulating the framework of the proposed Zoning District. This new Zoning District would only be applied if the subject area is successfully annexed.

Each option has similarities. Respectively, each property is roughly over an acre parcel with similar setbacks that are the same and the types of homes are either manufactured or site built. The difference is in animals and types of animals allowed per each option.

Commissioner Anderson asked about Option E. It says two horses are permitted on page four, and later on it says four horses are permitted.

Mr. Eckhoff responded that by right, each owner can have two horses like in the County. A Use Permit would allow up to two more, totaling four horses if approved.

Discussion on verbiage of options A & B.

Discussion was had on the current zoning and type of homes out in Wild Horse Estates. Further discussion was on changing the title of the proposed zoning district.

Chairman Wooley suggested that the language be changed to reflect the current housing situation that persists in Wild Horse Estates.

Discussion was had on options C, D and E.

Chairman Wooley asked the public to identify which option they prefer.

The Planning and Zoning Commission along with the public and Town staff decided to move forward with options C and E.

Discussion was had on the Conditional Use Permit and grandfathering animals into the proposed zoning district.

No motion was taken.

**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**

**ADJOURNMENT**

The meeting was adjourned at 8:07 pm.

x 

**Chairman Wooley**

LARRY PUTREX for Jeff Wooley

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

REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, DECEMBER 5, 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 6:00 p.m.

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE**

Chairman Wooley led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meetings conducted September 19, 2013 and October 17, 2013.**

On motion of Commissioner Petty, seconded by Commissioner Anderson and carried to approve the minutes of the regular meetings conducted on September 19, 2013 and October 17, 2013.

**ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion of the public body in accordance with A.R.S. 38-431.03(A)(3), to receive legal advice from the Town Attorney regarding proposed zoning ordinance options for case PZC-34-13-ORD.**

On motion of Commissioner Anderson, seconded by Vice-Chair Putrick and carried to adjourn to executive session.

**ADJOURN FROM EXECUTIVE SESSION**

On motion of Commissioner Anderson, seconded by Vice-Chair Putrick and carried to adjourn from executive session.

Chairman Wooley notified that the Public Hearing was opened and closed on the November 7<sup>th</sup> meeting and that tonight's meeting is continued to allow the

Planning and Zoning Commission to make a recommendation to Town Council on the Public Hearing and Work Session held in November.

**MEETING WAS CONTINUED FROM NOV. 7, 2013**

**A. CASE PZC-34-13-ORD  
MANUFACTURED HOME SUBDIVISION RURAL ORDINANCE (MHSR)**

**PRESENTATION/DISCUSSION/RECOMMENDATION** of an Ordinance of the Town of Florence, Pinal County Arizona amending the Town of Florence Code of Ordinances, Title XV Land Usage, Chapter 150 Development Code, Section 150.031 Defined Words, Section 150.047 District Use Regulations Table (A) and adding a new section entitled "Manufactured Home Subdivision Rural (MHSR)".

Gilbert Olgin stated that based on comments received before, during and subsequent to the November 21, 2013 Planning and Zoning Commission work session, staff is presenting two draft ordinances for the proposed MHSR Zoning District, one of which is preferred by staff.

The goal of this effort is to have a new Town Zoning District in place to apply to the Wild Horse Estates area should the annexation of this area be successful. Staff has worked diligently to ensure the new zoning requirements for this area will help preserve the semi-rural lifestyle in this special enclave, while also complying with state statutes pertaining to comparable zoning requirements for annexed areas.

Highlights of option C and option E ordinances are as follows:

1. Per comments received at the work session, staff has revised the name of the proposed Zoning District to Rural Residential Equestrian Subdivision (RRES).
2. Both options added animal unit definitions similar to what is used in the Town of Queen Creek and other jurisdictions where horse ownership is encouraged in certain zoning districts.
3. The proposed Zoning District defines the type and number of animals permitted in the District and sets basic criteria for keeping animals and maintaining healthy conditions.
4. Options C and E defined and established the basic zoning and development criteria for a new RRES Zoning District. Minimum lot size requirements are reflective of existing development.



5. The new District in both options defines the type of housing allowed in the RRES District.
6. Additional animals may include up to ten (10) chickens and/or not to exceed two (2) additional horses with an approved Conditional Use Permit (CUP).

Differences in ordinance option C and option E are as follows:

1. Ordinance option C allows two horses per lot, which may be substituted for mules, donkeys, alpacas and/or llamas. The proposed CUP option mirrors this standard.
2. Ordinance option E allows two horses per lot, which may be substituted only for alpacas and/or llamas. The proposed CUP option mirrors this standard.

The RRES Zoning District was intended to provide comparable zoning for the residents of Wild Horse Estates. Per the direction of the Planning and Zoning Commission, staff held a work session with the intent to give Wild Horse Estates property owners an additional opportunity to assist in formulating the framework of the proposed Zoning District.

Staff has recommended ordinance option E as this option most closely follows the original Zoning District that was adopted in the Pinal County. The intent for Wild Horse Estates was to provide an area that would allow horses and similar animals.

Please note that this new Zoning District will only be applied on the Wild Horse Estates area if this area is successfully annexed.

Staff finds that the proposed amendment to the Town of Florence Code of Ordinances is in the interest of general welfare, health and safety of the public and therefore recommends that the Planning and Zoning Commission forward to the Town Council a favorable recommendation for the proposed Rural Residential Equestrian Subdivision Zoning District Option E (PZC-34-13-ORD), as may be modified by the Planning and Zoning Commission.

Commissioner Reed asked about the subdivision receiving Town services, street lights and roadway improvements?

Mr. Olgin responded that Public Works Director Mr. Wayne Costa would have the most accurate information on needed infrastructure upgrades of the area. There has been a detailed study on the area due to the current Arizona Farms Annexation that is currently in process.

Chairman Wooley stated that we all need to remember all along this has been a long process that started over a month ago with multiple options and ideas. We are moving forward and following the requirements by State Law to find what is close or equal to the current zoning in Pinal County. With the help of the community at the last meeting, he believes that there is a consensus what's the best option going forward.

On motion by Commissioner Petty, second by Vice-Chair Putrick and carried to forward a favorable recommendation for case PZC-34-13-ORD Option E to the Town Council.

## **2. 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.

Kelly Nevis of Wild Horse Estates addressed the Commission on the Rural Residential Equestrian Subdivision (RRES) zoning. She created a petition and went door to door to see who would be in favor of four animal units per property out of the eighty-four lots in the community. Forty-one property owners have signed the petition that they are in favor of this option to allow more animal units on their properties.

After surveying the area, Mrs. Nevis found that six lots are vacant and sixteen lot owners are currently out of town and did not sign the petition. That narrows it down to sixty-two lots out of the eighty-four that have responded while forty-one of them have signed the petition. Eight properties out of the forty-one have livestock on their land currently.

Mrs. Nevis continued by stating that a lot of people in Wild Horse Estates have received misinformation about the subdivision all the way back to 2001. When purchasing their properties, owners acted based on what they were told and didn't realize that their zoning had been changed. Just because not all of the residents of Wild Horse Estates could attend the last meeting, she thinks it is important that they are heard because some are older, retired or ailing and can't always get out. She believes that the signatures should be valid public comment and should be taken into consideration. Looking at those who attended the work session last meeting, there were more people who attended who were in favor of option E even though those who want more animal units signed the petition and could not attend.


**CALL TO THE COMMISSION**

**ADJOURNMENT**

The meeting was adjourned at 6:43 pm.

  
\_\_\_\_\_  
Jeff Wooley, Chairman

LARRY PATRICK for Jeff Wooley

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>10a.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Adoption of Resolution No. 1428-14 approving the proceedings of the Industrial Development Authority of the Town of Florence, Inc. for the issuance of not to exceed \$75,000,000 of education revenue bonds (Legacy Traditional Schools Project) Series 2014a.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1428-14: **A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (LEGACY TRADITIONAL SCHOOLS PROJECT), SERIES 2014A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$75,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ATHLOS TRADITIONAL ACADEMY AND ITS AFFILIATES, LEGACY TRADITIONAL SCHOOL – AVONDALE, LEGACY TRADITIONAL SCHOOL – LAVEEN AND LEGACY TRADITIONAL SCHOOL – NORTHWEST TUCSON.**

**BACKGROUND/DISCUSSION:**

This resolution will allow Legacy Traditional Schools to issue, through the IDA, up to \$75,000,000 of bonds for the acquisition, construction, and equipping of four schools consisting of Athlos Traditional Academy in Gilbert, and Legacy Traditional Schools in Tucson, Avondale, and Laveen. Currently, Legacy Traditional Schools operates charter school facilities in Maricopa, Queen Creek, Casa Grande, Avondale, Chandler, Tucson, and Laveen. The Florence Industrial Development Authority will give final approval to issue the bonds on March 17, 2014. The Town of Florence approved a similar IDA bond issue for Legacy Traditional Schools in December 2012.

There is no liability incurred by issuing these bonds. By issuing these bonds, the Town or the IDA is not precluded from making other issues now or in the future. The issuance

of industrial development bonds is contingent on the borrower's strength and the comfort that the underwriter has with the applicant.

**FINANCIAL IMPACT:**

There is no fiscal impact to the Town of Florence or any liability through issuing these bonds. Per ARS Statues, the risk is borne by Legacy Traditional Schools and those that purchase the bonds.

**STAFF RECOMMENDATION:**

Staff recommends adoption of Resolution No. 1428-14 for the approval of the of the Industrial Development Authority bonds for Legacy Traditional Schools.

**ATTACHMENTS:**

Resolution No. 1428-14  
IDA Resolution  
Letter dated March 5, 2014

**RESOLUTION NO. 1428-14**

**A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (LEGACY TRADITIONAL SCHOOLS PROJECT), SERIES 2014A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$75,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ATHLOS TRADITIONAL ACADEMY AND ITS AFFILIATES, LEGACY TRADITIONAL SCHOOL – AVONDALE, LEGACY TRADITIONAL SCHOOL – LAVEEN AND LEGACY TRADITIONAL SCHOOL – NORTHWEST TUCSON.**

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WHEREAS, The Industrial Development Authority of the Town of Florence, Inc. (the “Authority”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, A.R.S. §§35-701 through 761 inclusive (the “Act”), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans for the purpose of financing the acquisition, construction, improvement or equipping of a “project” (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in the public interest; and

WHEREAS, the term “project” includes within its meaning any land, any building or other improvements, and all real and personal properties which are suitable for an educational institution or organization established under the provisions of Title 15, Chapter 1, Article 8, Arizona Revised Statutes, and owned by a nonprofit organization; and

WHEREAS, Athlos Traditional Academy (the “Borrower”), an Arizona nonprofit corporation designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested the Authority to issue its revenue bonds

for the purpose of assisting the Borrower and its affiliates, Legacy Traditional School – Avondale, Legacy Traditional School – Laveen and Legacy Traditional School – Northwest Tucson, each of which is an Arizona nonprofit corporation, in financing the costs of acquiring, constructing, renovating, improving and equipping land and buildings located in Chandler, Avondale, Laveen and Tucson, Arizona (the “Facilities”), for use by the Borrower or one of its affiliates, as applicable, in connection with its respective charter school operations; and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its tax-exempt and/or taxable Education Revenue Bonds (Legacy Traditional Schools Project), Series 2014A (the “Bonds”), in an aggregate principal amount of not to exceed \$75,000,000, the proceeds of which will be loaned to the Borrower to (i) finance the costs of the Facilities, (ii) fund a debt service reserve fund for the Bonds, and (iii) pay certain expenses relating to issuance of the Bonds (the “Project”); and

WHEREAS, the Authority, by a resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on March 17, 2014 (the “Authority Resolution”), granted final approval to the issuance and sale of the Bonds in aggregate principal amount not to exceed \$75,000,000; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of this Council; and

WHEREAS, approval of the Bonds is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign; and

WHEREAS, this Council has had presented to it information regarding the Project and the Bonds and is informed and advised regarding the Project and the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FLORENCE as follows:

SECTION I. APPROVAL OF PROCEEDINGS. The proceedings of the Authority under which the Bonds are to be issued in aggregate principal amount not to exceed \$75,000,000 are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution.

SECTION II. CERTIFICATION. It is hereby CERTIFIED under penalty of perjury that the approval of the proceedings is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.



PASSED by the Mayor and Town Council of the Town of Florence, Pinal County, Arizona, this 17th day of March, 2014.

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Tom Rankin - Mayor

ATTEST:

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Lisa Garcia - Town Clerk

APPROVED AS TO FORM:

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James E. Mannato - Town Attorney

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF ITS TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (LEGACY TRADITIONAL SCHOOLS PROJECT), SERIES 2014A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$75,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST, A LOAN AGREEMENT AND A BOND PURCHASE AGREEMENT; APPROVING THE TERMS OF SUCH DOCUMENTS AND RELATED DOCUMENTS TO BE EXECUTED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC.; APPROVING THE FORM OF A LIMITED OFFERING MEMORANDUM WITH RESPECT TO SUCH BONDS; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE BONDS; AND AUTHORIZING OTHER ACTIONS NECESSARY IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, The Industrial Development Authority of the Town of Florence, Inc. (the “Issuer”), a non-profit corporation designated a political subdivision of the State of Arizona (the “State”), incorporated with the approval of the Town of Florence, Arizona (the “Town”), pursuant to the provisions of the Constitution of the State and under Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “Act”), is authorized and empowered, among other things (a) to issue its revenue bonds to pay costs of a “project” (as defined in Section 35-701 of the Act); (b) to make loans of the proceeds from the sale of its revenue bonds to any person to provide for financing or refinancing the cost of acquiring, improving, equipping and maintaining one or more projects and to pledge all or any part of the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of and interest on such bonds; (c) to enter into contracts and execute any agreements or instruments and do any other act necessary or appropriate to carry out its purposes; and (d) to enact this Resolution and to enter into the Loan Agreement, the Bond Indenture and the Bond Purchase Agreement, all as hereafter defined, upon the terms and conditions provided herein and therein; and

WHEREAS, Athlos Traditional Academy (the “Borrower”), Legacy Traditional School – Avondale (“LTS-Avondale”), Legacy Traditional School – Laveen (“LTS-Laveen”) and Legacy Traditional School – Northwest Tucson (“LTS-Northwest Tucson” and, collectively with the Borrower, LTS-Avondale and LTS-Laveen, the “Obligated Group”), each a duly organized and validly existing Arizona nonprofit corporation operated exclusively for charitable and educational purposes as a charter school under Arizona Revised Statutes Title 15, Article 1, Chapter 8, as amended (the “Charter School Act”), will enter into a Master Indenture of Trust, to be dated as of the first day of the month in which the Bonds (as defined below) are issued (the “Master Trust Indenture”), among the Obligated Group and Zions First National Bank, as master trustee (the “Master Trustee”), pursuant to which the Borrower, as Obligated Group Representative (as defined in the Master Trust Indenture), is permitted to issue obligations from time to time (the “Obligations”) secured equally by the revenues and other collateral pledged by the Obligated Group to the Master Trustee for the benefit of the holders of the Obligations in

order to provide for the financing or refinancing of the acquisition, construction, renovation, equipping or improvement of charter school facilities or for other lawful and proper corporate purposes; and

WHEREAS, the Borrower has requested the Issuer to issue its revenue bonds for the purpose of assisting the Borrower in financing the cost of acquiring, constructing, improving and equipping a charter school facility located in Chandler, Arizona (the “Athlos Campus”), a charter school facility located in Avondale, Arizona (the “Avondale Campus”), a charter school facility located in Laveen, Arizona (the “Laveen Campus”), and a charter school facility located in Northwest Tucson, Arizona (the “Northwest Tucson Campus” and, collectively with the Athlos Campus, the Avondale Campus and the Laveen Campus, the “Facilities”), for use by the Borrower, LTS-Avondale, LTS-Laveen and LTS-Northwest Tucson, respectively, in each of their respective charter school operations; and

WHEREAS, in furtherance of the purposes of the Act, the Issuer proposes to issue one or more series of its tax-exempt and/or taxable Education Revenue Bonds (Legacy Traditional Schools Project), Series 2014A (the “Bonds”), in an aggregate principal amount of not to exceed \$75,000,000, the proceeds of which will be loaned to the Borrower to (i) finance or refinance, as applicable, costs of acquiring, constructing, renovating, improving and equipping, as applicable, the Facilities (the “Project”), (ii) fund a debt service reserve fund for the Bonds, and (iii) pay certain expenses relating to issuance of the Bonds; and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust, to be dated as of the first day of the month in which the Bonds are issued (the “Bond Indenture”), between the Issuer and Zions First National Bank, as trustee (the “Bond Trustee”), and the proceeds of the Bonds will be loaned to the Borrower pursuant to a Loan Agreement, to be dated as of the first day of the month in which the Bonds are issued (the “Loan Agreement”), between the Issuer and the Borrower; and

WHEREAS, the Bonds will be payable from the Trust Estate (as defined in the Bond Indenture) (the “Trust Estate”), which Trust Estate will include the reserve fund, payments owed by the Obligated Group on Legacy Traditional Schools Obligation No. 1 (“LTS Obligation No. 1”), to be issued and executed by the Borrower pursuant to the Master Trust Indenture, as supplemented by Supplemental Master Indenture for Obligation No. 1, to be dated as of the first date of the month in which the Bonds are issued (the “Supplemental Master Indenture for Obligation No. 1”), to secure the Borrower’s obligations under the Loan Agreement, all of which will be assigned to the Bond Trustee; and

WHEREAS, the Bonds will be sold by Piper Jaffray & Co., as underwriter (the “Underwriter”), pursuant to a bond purchase agreement (the “Bond Purchase Agreement”), among the Issuer, the Borrower and the Underwriter, and the Underwriter will distribute to investors a Preliminary Limited Offering Memorandum (the “Preliminary Limited Offering Memorandum”), which, together with certain changes thereto, will become the final Limited Offering Memorandum, relating to the Bonds and describing the transaction (the “Limited Offering Memorandum”); and

WHEREAS, there have been prepared and presented at this meeting and there are on file with the Secretary of this Board of Directors (the “Board”) proposed substantially final forms of the following documents:

- (a) the Bond Indenture, including the initial form of the Bonds;
- (b) the Loan Agreement;
- (c) the Master Trust Indenture and the Supplemental Master Indenture for Obligation No. 1, including the form of the LTS Obligation No. 1;
- (d) the Bond Purchase Agreement; and
- (e) the Preliminary Limited Offering Memorandum; and

WHEREAS, the documents identified in paragraphs (a), (b) and (d) of the previous WHEREAS clause are collectively referred to herein as the “Issuer Documents”; and

WHEREAS, this Board determines hereby that the execution and delivery of the Issuer Documents and the issuance and sale of the Bonds by the Issuer as contemplated by such documents and the effect thereof will each be in furtherance of the purposes of the Issuer and the Act,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. AS FOLLOWS:

Section 1. Authority.

(a) The Bonds herein authorized shall be issued pursuant to the laws of the State, the Act and the Internal Revenue Code of 1986, as amended, and all applicable regulations (whether temporary or final) (the “Code”) and other applicable provisions of law.

(b) It is hereby determined that the property comprising the Facilities to be financed with the Bonds constitute a “project,” as defined in and permitted by the Act, and the financing of the Project is in the public interest and is consistent with the purposes of the Act.

Section 2. Authorization and Terms of Bonds.

(a) Pursuant to the Act and the terms of the Bond Indenture, there is hereby authorized the issuance and sale of the Bonds of the Issuer to be known as “Education Revenue Bonds (Legacy Traditional Schools Project), Series 2014” in an original aggregate principal amount of not to exceed \$75,000,000, for the purpose of paying costs of the Project, funding a debt service reserve fund and paying certain costs of issuance related to the Bonds. The Bonds shall be issued in the forms and on the terms set forth therein and in the Bond Indenture. The Bonds shall be dated as of the first day of the month in which they are issued or such other date as set forth therein and in the Bond Indenture.

(b) The Bonds shall mature on such date or dates as set forth in the final executed Bonds and the Bond Indenture, provided that the final maturity of the Bonds shall be not later than 40 years after the date upon which there is an exchange of the Bonds for proceeds representing the purchase price thereof from the Underwriter (the “Closing Date”). The Bonds shall bear interest at the fixed rate or rates of interest per year as set forth in the final executed Bonds and in the Bond Indenture and the Bond Purchase Agreement provided that such rate or rates of interest shall not exceed 10 percent per year. Interest on the Bonds shall be payable semiannually on each interest payment date and at such other times as set forth in the final executed Bonds and the Bond Indenture until the principal sum is paid or duly provided for, and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall be payable solely out of the payments, revenues and receipts received by the Issuer pursuant to the Loan Agreement, including the payments to be paid by the Obligated Group pursuant to LTS Obligation No. 1, and other security provided in the Bond Indenture, and such payments, revenues and receipts as shall be pledged and assigned to the Bond Trustee as security for the payment of the Bonds as provided in the Bond Indenture, subject to the limitations and reservations prescribed in the Bond Indenture and the Loan Agreement with respect to the Issuer’s Unassigned Rights (as defined in the Bond Indenture). The approval of the Issuer of the final terms of the Bonds as set forth in the Bond Indenture shall be conclusively evidenced by execution of the Issuer Documents by the authorized officers of the Issuer executing the Issuer Documents.

(d) The Bonds shall be subject to redemption prior to maturity as provided in the Bond Indenture and in the final executed Bonds; shall be payable, shall be executed and authenticated in such manner, shall be in such forms and denominations, shall be of such tenor and effect, shall be payable from such sources and shall have such transfer restrictions, all as provided in the Bond Indenture.

Section 3. Execution of the Bonds. The form, terms and provisions of the Bonds, in the form contained in the Bond Indenture, are hereby approved, with only such changes therein as are not inconsistent herewith. The President and the Secretary of the Issuer are each hereby authorized to execute the Bonds and are each hereby authorized to cause them to be delivered. The signatures of the President and the Secretary on the Bonds may be by manual or facsimile signature. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution or the Bond Indenture unless and until the certificate of authentication printed on the Bonds is signed by the Bond Trustee.

Section 4. Execution of Documents. The forms, terms and provisions of the Issuer Documents, in the forms of such documents (including the exhibits thereto) presented at this meeting, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are permitted by the Act and the Code, as shall be approved by those officers executing and delivering the same on behalf of the Issuer, and such execution and delivery or approval shall constitute conclusive evidence of their approval and of this Board’s approval of any such changes from the respective forms thereof presented to this meeting. Any officer of the Issuer is hereby authorized to execute and deliver the Issuer Documents on behalf of this Board. The authorization of the issuance of the Bonds is expressly conditioned upon the understanding

that the Issuer will not execute any document or consent to the execution of any document until the form of such documents is acceptable to Ryley, Carlock & Applewhite, counsel to the Issuer.

Section 5. Request for Authentication. The President or any other officer of the Issuer is hereby authorized to execute and deliver to the Bond Trustee any written order of the Issuer for the authentication and delivery of the Bonds by the Bond Trustee to the Underwriter.

Section 6. Bond Purchase Agreement; Sale of Bonds. The sale and delivery of the Bonds in accordance with applicable federal and state securities laws to the Underwriter on the terms set forth in the Bond Purchase Agreement and the execution of the Bond Purchase Agreement containing such provisions relating to the timing, structure and terms of the Bonds as requested by the Borrower and the Underwriter in substantially the form presented to this meeting by any officer of the Issuer is hereby authorized with such changes to the Bond Purchase Agreement as such officer shall approve after consultation with Ryley, Carlock & Applewhite, counsel to the Issuer, such approval to be conclusively evidenced by the execution thereof.

Section 7. Offering Documents. The distribution by the Underwriter of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds for sale is hereby ratified, confirmed and approved. Any officer of the Issuer is hereby authorized and directed to execute and deliver any documents relating to the final Limited Offering Memorandum to the Underwriter, with such changes as are necessary to conform to the Bond Purchase Agreement and such further changes as are not, in the opinion of the President, inconsistent with the actions taken and the documents approved at this meeting.

Section 8. Other Actions. To the extent permitted by law, any of the officers and agents of the Issuer are hereby authorized and directed to take all action necessary on its part or reasonably required by the parties to the Issuer Documents to carry out, give effect to and consummate the transactions contemplated thereby, including, without limitation, the authorization of payment of the Bonds as provided in the Bond Indenture and the execution and delivery of the closing and other documents necessary or appropriate to be delivered in connection with the sale and delivery of the Bonds. Each officer of the Issuer is hereby empowered and authorized, upon the request of the Borrower, from time to time, to execute, on behalf of the Issuer, any amendment to the Issuer Documents approved by Ryley, Carlock & Applewhite, counsel to the Issuer.

Section 9. Limited Obligations. Nothing contained in this Resolution or in the Issuer Documents or any other instrument, shall be construed as obligating the Issuer, except to the extent provided in such documents or instruments, or as incurring a charge upon the general credit or taxing power of the Issuer, the Town or the State or any other political subdivision thereof, nor shall the breach of any agreement contained in this Resolution, the Issuer Documents or any other instrument or document executed in connection therewith impose any charge upon the general credit or taxing power of the Issuer, the Town or the State or any other political subdivision thereof. The Issuer has no taxing power.

Section 10. Actions of Officers, Staff, Directors and Agents. All actions of the officers, staff, directors and agents of the Issuer that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds as contemplated

by this Resolution and the documents referred to herein, whether heretofore or hereafter taken, shall be and are hereby ratified, confirmed and approved. The proper officers, staff, directors and agents of the Issuer are hereby authorized and directed to do all such acts and to execute, acknowledge and deliver all such documents on behalf of the Issuer as may be deemed necessary or desirable to carry out the terms and intent of this Resolution and of any of the documents referred to herein.

Section 11. Role of Bond Trustee. The Bond Trustee, initially Zions First National Bank, shall serve as trustee, bond registrar and paying agent under the Bond Indenture and is hereby appointed as such.

Section 12. Tax Covenants.

(a) The Issuer covenants that it will restrict the use of the proceeds of any Bonds the interest on which is excludable from gross income for federal income tax purposes (the "Tax-Exempt Bonds") in the manner and to the extent, if any, that may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Tax-Exempt Bonds, so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code. To those ends, the President, or any other officer of this Board having responsibility for issuing the Bonds, is authorized and directed, alone or in conjunction with any of the foregoing or with any other officer, employee, consultant or agent of the Issuer to give (i) an appropriate certificate of the Issuer, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Tax-Exempt Bonds and the facts, estimates and circumstances on which those expectations are based, all as of the Closing Date, and (ii) the statement setting forth the information, with respect to the Tax-Exempt Bonds, required by Section 149(e) of the Code.

(b) The Issuer covenants that it (i) will take or require to be taken all actions that may be required of it for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes, and (ii) will not take or authorize to be taken any actions that would adversely affect that exclusion under the provisions of the Code, and that it, or persons acting for it, will, among other acts of compliance, (A) restrict the yield on investment property acquired with the proceeds of the Tax-Exempt Bonds, (B) make timely rebate payments to the federal government, and (C) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code; and the appropriate officers of the Issuer are hereby authorized and directed to take any and all actions as may be appropriate to assure such exclusion of that interest. In its performance of these covenants and other covenants of the Issuer, including covenants in the Issuer Documents, pertaining to federal income tax laws, the Issuer may rely in good faith upon the advice of nationally recognized bond counsel that is in writing and is provided to the Bond Trustee.

Section 13. Advice of Counsel. In the execution, delivery and performance of any documents or instruments authorized hereby, the President, the Vice President, the Secretary and any other officer of this Board are hereby authorized to rely on advice of Ryley, Carlock & Applewhite, as counsel to the Issuer, to make modifications therein and to execute and deliver such additional documents or instruments as may be reasonably required to effect the issuance and sale of the Bonds.

Section 14. Conditions. In addition to the other conditions set forth herein and in the Issuer Documents, the issuance and sale of the Bonds is subject to satisfaction of the following conditions:

(a) if the Bonds are not rated at least investment grade by one of the nationally recognized rating agencies, then (A) the Underwriter may only sell the Bonds to (1) “qualified institutional buyers” within the meaning of Rule 144A of the Securities Act of 1933, as amended (the “Securities Act”), or (2) “accredited investors” within the meaning of Rule 501 of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act and (B) the Issuer must receive evidence satisfactory to it and its counsel that the Underwriter only sold the Bonds to “qualified institutional buyers” or “accredited investors”;

(b) the Borrower shall pay or cause to be paid on the Closing Date the reasonable fees and expenses of the Issuer, including without limitation, the fees and expenses of its counsel; and

(c) the Borrower shall agree to pay or cause to be paid the Issuer Fee (as defined in the Bond Indenture) in the amounts and at the times set forth in the Issuer Documents.

Section 15. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 16. Town Approval. The approval of the Town Council of the Town of Florence, Arizona, of the issuance of the Bonds shall be a condition precedent to such issuance. This Board hereby requests such approval and directs its Secretary to deliver promptly a certified copy of this Resolution to the Clerk of the Town.

Section 17. Delegation to Alternate Officers. In the event of the absence, unavailability or inability to act of the President or the Secretary, the then President, the Vice President, any assistant or acting Secretary, or any other member of this Board, are each authorized and empowered to take all actions, and to execute all documents and instruments and to deliver the same, as are herein authorized to be taken or executed and delivered by the President or the Secretary, as the case may be.

Section 18. Repeal of Conflicting Resolutions, Effective Date and Irrepealability. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, and this Resolution shall be in immediate effect from and after its adoption.

Section 19. Waivers. Any provisions of any bylaws, orders, procedural pamphlets and resolutions of the Issuer inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as repealing any bylaw, order, procedural pamphlet or resolution or any part thereof.



Section 20. Legal Compliance. It is found and determined that all formal actions of the Issuer and its Board concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State and the Issuer.

[Remainder of page intentionally left blank.]

ADOPTED AND APPROVED this 17th day of March, 2014.

THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE TOWN OF FLORENCE, INC.

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

William F. Wilder  
Direct Line: 602.440.4802  
Direct Fax: 602.257.6902  
[wwilder@rcalaw.com](mailto:wwilder@rcalaw.com)

March 5, 2014

To: Mayor and Council  
Town of Florence, Arizona

Board of Directors  
The Industrial Development Authority  
of the Town of Florence, Inc.

Re: Not to Exceed \$75,000,000 The Industrial Development Authority of the  
Town of Florence, Inc. Education Revenue Bonds (Legacy Traditional  
Schools Project) Series 2014A

Dear Ladies and Gentlemen:

At a meeting of the Board of Directors of The Industrial Development Authority of the Town of Florence, Inc., (the "Authority") on March 17, 2014, the Authority will be asked to adopt a resolution authorizing the issuance and sale of the bonds as described above (the "Bonds").

Thereafter, at a meeting of the Council of the Town of Florence, Arizona, on March 17, 2014, the Town Council will be asked to approve the proceedings of the Authority, as prescribed by A.R.S. §35-821.B, for the issuance of the Bonds.

The purpose of this letter is to provide a summary review of the planned financing.

### **THE AUTHORITY AND ITS POWERS**

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended (the "Act"). The Authority is designated by law as a political subdivision of the State of Arizona. Under the

Mayor and Council of the Town of Florence, Arizona  
Board of Directors, The Industrial Development  
Authority of the Town of Florence, Inc.  
March 5, 2014  
Page 2



provisions of the Act, the Town Council of the Town of Florence is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the Bonds.

The Authority is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds to finance “projects” as such term is defined in A.R.S. § 35-701. Facilities for a nonprofit 501(c)(3) charter school organization formed under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended, constitute a “project” within the meaning of the Act.

Under the provisions of the Act, the Authority is empowered to issue its bonds to finance a “project” located anywhere in Arizona (except when the “project” is housing, in which case the “project” must be located in the Town of Florence). Also, under the provisions of the Act the Authority is empowered to issue its bonds to finance a project outside of Arizona if certain criteria set forth in the Act are met.

#### **THE APPLICANT/BORROWER**

The Applicant for financing is Athlos Traditional Academy, located in Gilbert, Arizona, on behalf of itself and its affiliates Legacy Traditional School – Northwest Tucson, Legacy Traditional School – Avondale and Legacy Traditional School – Laveen, each school being part of the Legacy family of schools managed by CFE Management Group, LLC and collectively referred to as the “Obligated Group” or the “Borrower”.

Each of the four schools that are members of the Obligated Group is an Arizona nonprofit corporation and the Athlos Traditional Academy, Legacy Traditional School – Avondale and Legacy Traditional School – Northwest Tucson entities are organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Legacy Traditional School – Laveen entity has applied for 501(c)(3) status.

Each member of the Obligated Group is a charter school that educates students in grades K-8.

#### **THE PROJECT**

The proceeds received from the sale of the Bonds will be used to assist in financing the costs of acquiring, constructing, improving and equipping a charter school facility in Chandler, Arizona (the “Athlos Campus”), a charter school facility in Avondale, Arizona (the “Avondale Campus”), a charter school facility in Laveen, Arizona (the “Laveen Campus”) and a charter school facility in northwest Tucson, Arizona (the “Northwest Tucson Campus”).

### **APPROVAL BY AUTHORITY**

At the Authority Board meeting on March 17, 2014, it is anticipated the Authority Board will grant approval for financing and will adopt a resolution authorizing the issuance and sale of the Bonds.

### **NOTIFICATION TO ARIZONA ATTORNEY GENERAL**

As required by the provisions of Arizona Revised Statutes, Section 35-721.F, the will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

### **PUBLIC HEARING**

No public hearing pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, is required for the proposed financing.

### **ALLOCATION FOR TAX EXEMPT FINANCING**

Since the members of the Obligated Group are nonprofit 501(c)(3) organizations, it is not necessary for the Applicants to obtain an allocation of the State of Arizona 2014 volume cap or "state ceiling" for the proposed financing and the Bonds to be issued.

### **FINANCING PARTICIPANTS**

The major participants in the financing are as follows:

Issuer:	The Industrial Development Authority of the Town of Florence, Inc.
Issuer Counsel:	Ryley, Carlock & Applewhite
Applicant/Borrower:	The Obligated Group (as defined above)
Applicant/Borrower Counsel:	Onsager, Werner & Oberg, P.L.C.
Bond Counsel:	Greenberg Traurig LLP
Bond Underwriter:	Piper Jaffrey & Co.
Bond Underwriter Counsel:	Kennedy & Graven, Chartered
Master Trustee and Bond Trustee:	Zions First National Bank

### PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Master Indenture of Trust	Obligated Group and Master Trustee
Bond Indenture of Trust	Issuer and Trustee
Loan Agreement	Issuer and Borrower
Bond Purchase Agreement	Issuer, Borrower and Bond Purchaser
Limited Offering Memorandum	Borrower
Tax Compliance Certificate	Issuer and Borrower
Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Borrower

### PLAN OF FINANCING

There will be a single series of Bonds for the Project, as more specifically described below:

The Authority's Education Revenue Bonds (Legacy Traditional Schools Project) Series 2014A will be used to finance charter school facilities to be located in Chandler, Avondale, Laveen and northwest Tucson, Arizona which are currently leased to Legacy entities and used as campuses for existing Legacy Schools.

The Bonds will be issued in a not to exceed amount of \$75,000,000, will bear interest at a fixed rate to be determined at the time the Bonds are sold and will have a final maturity date, not exceeding 40 years from the date the Bonds are issued.

The Bonds will be issued under the Bond Indenture of Trust, will be sold to one or more accredited investors or qualified institutional investors in accordance with the provisions of the Bond Purchase Agreement and the proceeds received from the sale of the Bonds will be loaned by the Authority to the Borrower under the provisions of the Loan Agreement.

Restrictions will be in place to assure that the Bonds will not be transferred other than to an appropriate qualified institutional buyer or accredited investor.

Mayor and Council of the Town of Florence, Arizona  
Board of Directors, The Industrial Development  
Authority of the Town of Florence, Inc.  
March 5, 2014  
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Under the provisions of the Loan Agreement, the Borrower will be unconditionally obligated to make periodic loan repayments in amounts sufficient to provide for the timely payment of interest and principal on the Bonds.

The obligations of the Borrower under the Loan Agreement will be secured by one or more the Deeds of Trust, Security Agreements, Assignments of Rents and Leases and Fixture Filings.

The proceeds of the loan from the Authority to the Borrower will be held by the Trustee and disbursed on a periodic basis to pay the costs associated with acquiring, constructing, renovating, improving and equipping the respective Project.

This financing will utilize a Master Trust vehicle under which each of the four schools described above will be members of the Obligated Group (as defined above). This approach enables the assets and revenues of the Obligated Group members to be pooled and pledged as security for the payment of the Bonds and will enable other Legacy family entities to join, at future times, as Obligated Group members.

CFE Management Group, LLC manages the Legacy family of schools and will continue to do so.

#### **TOWN COUNCIL APPROVAL**

The Town Council of the Town of Florence is requested, at its meeting on March 17, 2014, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

#### **NO LIABILITY ON THE TOWN OF FLORENCE**

Under the provisions of A.R.S. § 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest on the Bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its Bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provision whatsoever.

#### **TRANSACTION CLOSING**

If the required approvals of the Authority and the Town Council of the Town of Florence are received, it is currently anticipated that the Bonds will be issued in the late spring, 2014.

Mayor and Council of the Town of Florence, Arizona  
Board of Directors, The Industrial Development  
Authority of the Town of Florence, Inc.  
March 5, 2014  
Page 6

**RYLEY CARLOCK**  
& A P P L E W H I T E  
*Attorneys*

### LEGAL COUNSEL RECOMMENDATION

As counsel to the Authority, we have reviewed drafts of the principal financing documents, we have been advised that these documents are now in substantially final form, and based upon our review of such and our review of the proceedings of the Authority to date relating to the proposed issuance of the Bonds, we believe the financing documents and proceedings are in substantial conformance with the policies and guidelines of the Authority and are in both form and substance acceptable for the Authority Board and Florence Town Council to act upon and that the Resolution presented to the Authority Board relating to authorizing the issuance and sale of the Bonds, and the Resolution presented to the Florence Town Council approving the proceedings of the Authority for the issuance of the Bonds and related matters, are in form and substance acceptable for the Authority Board to adopt.

Yours very truly,




William F. Wilder

Legal Counsel, The Industrial Development  
Authority of the Town of Florence, Inc.

cc: Board of Directors, The Industrial  
Development Authority of the Town  
of Florence, Inc.  
Mr. Charles Montoya  
James Mannato, Esq.  
Ms. Jennifer Evans  
Ms. Lisa Garcia



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10b.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Police Department and Finance Department  <b>STAFF PRESENTER:</b> Daniel Hughes, Police Chief  <b>SUBJECT:</b> Resolution No. 1429-14: Request to adopt a resolution and ratify grant application submitted to the Arizona Governor's Office of Highway Safety for 2015 funds.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1429-14: **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PERTAINING TO THE FLORENCE POLICE DEPARTMENT'S SUBMISSION OF A PROJECT FOR CONSIDERATION IN ARIZONA'S FY 2015 HIGHWAY SAFETY PLAN.**

**BACKGROUND/DISCUSSION:**

Town staff seeks approval to submit an application for funding to the Arizona Governor's Office of Highway Safety. If awarded, the funds would be used to purchase: Accident Investigation Devices, (1) 2015 Chevrolet Tahoe – DUI vehicle, and provide for Overtime Costs for selective traffic enforcement. The amount requested from the funding source is \$75,636.51.

The application was submitted by the February 28, 2014 deadline.

**FINANCIAL IMPACT:**

This application will be for full funding of \$75,636.51 by the Arizona Governor's Office of Highway Safety to pay for the requested capital outlay, equipment, and personnel costs associated with overtime. Awards are expected to be announced in July.

**STAFF RECOMMENDATION:**

Staff recommends that the Mayor and Town Council adopt Resolution No. 1429-14 and ratify the grant application to the Arizona Governor's Office of Highway Safety in the amount of \$75.636.51.

**ATTACHMENTS:**

Resolution No. 1429-14  
Grant Summary Form  
Grant Request Proposed Budget

**RESOLUTION NO. 1429-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,  
PERTAINING TO THE FLORENCE POLICE DEPARTMENT'S SUBMISSION  
OF A PROJECT FOR CONSIDERATION IN ARIZONA'S FY 2015 HIGHWAY  
SAFETY PLAN.**

**WHEREAS**, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

**WHEREAS**, the Town of Florence, through the Police Department, is interested in submitting a project to be considered for funding in the form of a reimbursable grant from the National Highway Traffic Safety Administration in the amount of \$75,636.51.

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

1. **THAT** approval of the submission of a project for consideration in Arizona's FY 2015 Highway Safety Plan in the amount of \$75,636.51 is granted.
2. **THAT** Town Manager Charles Montoya is 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 Mayor and Council of the Town of Florence, Arizona, on this 17<sup>th</sup> day of March, 2014.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

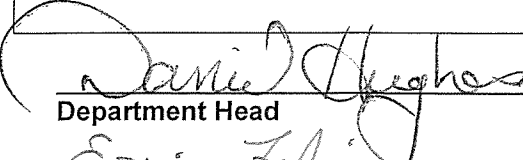
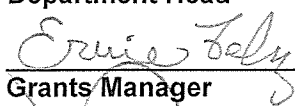


\_\_\_\_\_  
James E. Mannato, Town Attorney

I, the undersigned, being the duly appointed and qualified Town Clerk of the Town of Florence, certify that the foregoing Resolution No.1429-14, is a true, correct and accurate copy as passed and adopted at a regular meeting of the Town of Florence Mayor and Council, held on the 17<sup>th</sup> day of March 2014, at which a quorum was present and voted in favor of said Resolution No. 1429-14.

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

# GRANT APPLICATION SUMMARY FORM

Project Title: 2015 Arizona Governor's Office of Highway Safety Grant	
Funding Source: Arizona Governor's Office of Highway Safety	
Department Submitting/Project Manager: Police Department/Chief Hughes	
Application Deadline: February 28, 2014	
<b><u>ATTACHMENTS</u></b>	
1) Project Budget (must be attached)	
2) Other:	
<b><u>FINANCIALS</u></b>	
1) Cost of the Project: \$75,636.51	2) Amount of Grant Request: \$75,636.51
3) Are Matching Funds Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4) Amount and/or Value of Match: Cash _____ In Kind _____	
5) Is the Project Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	C.I.P. Number: _____
6) Source of Matching Funds: _____	
(Obtain from <u>Finance Director</u> )	
Project Summary:	
<p>The Police Department is seeking authorization to apply for highway safety funding in the amount of \$75,636.51 from AZGOHS. This funding request will be for: (1) 2015 Chevrolet Tahoe – DUI vehicle, Accident Investigation Equipment, and Overtime Funds to be used for traffic enforcement in the areas of motorcycle safety, occupant protection, speed control, and impaired driving.</p>	
Approximate Start Date: October 2014	
Period of Performance: 12 months	

 Daniel Hughes	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Declined	02/24/14 Date
 Ernie Foley	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Declined	2/24/14 Date
 Finance Director	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Declined	2/25/14 Date
 Town Manager	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Declined	_____ Date

# GRANT REQUEST PROPOSED BUDGET


## EXPENDITURES

Item Description	Cost Each	Quantity	Total Cost
Personnel: Overtime Costs			\$18,500
Contractual			
Equipment: Accident Investigation Devices	\$9,186.51	1	\$9,186.51
Privacy Barrier	\$2,000	1	\$2,000
Other Charges			
Capital Outlay: 2015 Chevrolet Tahoe	\$45,950	1	\$45,950
Police Package			
Total Expenditures:			\$75,636.51

## REVENUE

Source of Revenue	Amount
Grant from Funding Agency	\$75,636.51
Cash Match	
In-Kind Labor	
Other (describe)	
Total Revenue:	
	\$75,636.51

**NOTE: Total Revenue must equal Total Expenditures**

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>10c.</b>
<b>MEETING DATE:</b> March 17, 2014  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Mark Eckhoff, AICP Community Development Director  <b>SUBJECT:</b> Design-Build Construction Services for Padilla Park at the Silver King Plaza.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Motion to authorize the Town Manager to negotiate and enter into a contract or contracts with Haydon Building Corp., not to exceed a cumulative total of \$500,000, for design-build construction services to complete the proposed Padilla Park at the Silver King Plaza project.

**BACKGROUND/DISCUSSION:**

In 2008, the Town began to aggressively complete restoration efforts on one of the finest examples of Victorian architecture in Florence. The Silver King Hotel rehabilitation project allowed this significant building to be occupied and leased for commercial purposes.

Soon after the rehabilitation was completed, funding to finish the rest of the exterior lot behind the Silver King Hotel diminished. The rebounding economy and recent acquisition of the adjacent lot from the Padilla family created an opportunity to complete this restoration project with complementary site improvements.

By assessing current amenities and needs in downtown, staff (Parks and Recreation, Community Development, Administration, Public Works and others) came up with a variety of creative ideas to enhance the subject space and ways to attract and keep people in downtown. Staff was unified in creating a public space that is flexible and could accommodate different activities that are not currently offered in or around the downtown area.

These general ideas were then conveyed to generous business partners who donated their time, talents and funding to the Town for the creation of the proposed public space. The WLB Group, Inc., created the final plat for the expanded subject site that was approved by the Town Council on August 19,

2013. Swaback Partners and the Londen Company graciously contributed their time and funds to the conceptual design of the Padilla Park at the Silver King Plaza. All parties desired to give back to the Town and appreciated how this quality project would benefit the Town as a whole.

The concept design for the park, which was presented at a Town Council Work Session on October 21, 2013, incorporated many beneficial and welcoming design elements. Due to the large size of the acquired property and the connection to an existing historic building, the design focus was to create an open space that was multi-functioning. Thus the Park has three main zones:

1. The park has a passive patio area for dining and socializing. This area can be an extension of the indoor restaurant spaces. This zone also includes new restrooms to benefit the park and future restaurants.
2. The park has an active component with the splash pad feature and adjacent sloped turf areas.
3. The park has a special event and structured activity component with the sloped turf field and stage area.

### **FINANCIAL IMPACT:**

The financial impact of developing the proposed park, along with essential site and building infrastructure will not exceed \$500,000.

The project can be broken up into the following core components

General landscape and hardscape improvements\*

Fencing

Electrical improvements

Bathrooms

Project management, final design, plans and overhead

\*Includes significant number of plants that will be graciously donated to the Town by Harold and Katie Christ.

The opportunity to acquire the Padilla property came up after the planning for this current fiscal year budget; however, funds identified for other planned municipal Capital Improvement Projects are being transferred to expedite this project in the current fiscal year.

Per the Council's direction, the concept plans were further refined for a bid package and the Town opened up a RFQ for design-build construction services for this project. Seven submittals were received and reviewed in response to the RFQ. The project Selection Committee interviewed the top four scoring

proposals. The Haydon Building Corp., team had the second highest proposal score, second highest interview score and second highest cumulative score. Scope and budget negotiations with the top scoring team were unsuccessful. As such, this is the preferred team we are finalizing negotiations with and will approve a contract or contracts with them should there be a favorable motion on this agenda item. It is noted that the Haydon Building Corp., team was the primary contractor for the recent improvements at the Florence Military Reservation.

**RECOMMENDATION:**

Motion to authorize the Town Manager to negotiate and enter into a contract or contracts with Haydon Building Corp not to exceed a cumulative total of \$500,000, for design-build construction services to complete the proposed Padilla Park at the Silver King Plaza project.

**ATTACHMENT:**

RFQ Proposal from Haydon Building Corp.





Town of Florence

# PADILLA PARK AT SILVER KING PLAZA

Design-Build Services

Due: January 10th, 2014 at 3:00 PM

ORIGINAL



# 1 Cover Letter

January 10, 2014

Mark Eckhoff, AICP  
Community Development Director/Project Manager  
Town of Florence, 775 North Main Street, Florence, Arizona 85132

Dear Mr. Eckhoff & Members of the Selection Committee:

On behalf of the Haydon Building Corp and Environmental Planning Group Design/Build team, I would like to thank you for the opportunity to submit our Statement of Qualifications. Your Padilla Park project is an excellent fit with the Haydon DB team's experience. We look forward to continuing our relationship with the Town of Florence on this important and exciting project.

**Haydon & EPG Firm Experience:** Over the years, Haydon and EPG combined have provided valuable experience in planning and constructing these challenging, complex projects. We have become experts in their programming and design to meet the needs of diverse user groups as well as in the managing of construction. We will apply this experience to your project to ensure your park is designed and constructed in a manner that is the most cost-effective and achieves the highest quality standards.

Another key element of our firms' experience is our history of working together on successful projects. Haydon and EPG have successfully delivered numerous park projects together, including the newly completed Pioneer Community Park DB for the City of Peoria. Through this experience working together, Haydon and EPG have developed the synergy, trust and respect among our firms that will make us an outstanding partner for the Town of Florence.

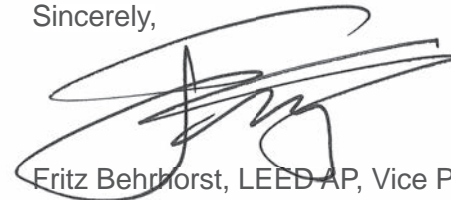
**Haydon & EPG Team Member Experience:** The Haydon DB team is well versed in park construction and has experience working together as a team on municipal park projects. Haydon and EPG recently completed Peoria's newly completed Pioneer Community Park DB project, Tempe's Western Canal Multi-Use Path CM at Risk, and pre-construction for Goodyear's Foothills Community Park CM at Risk.

Additionally, Haydon has experience executing successful projects from start to finish within the Town of Florence. Our most recently completed projects include the Browning-Miller Readiness Center DB and the Florence Field Maintenance Shop, both of which are located on the Florence Military Reservation.

Our Director of Pre-Construction, Fritz Behrhorst, has provided pre-construction services on over 80 DB and alternative delivery projects and has a strong working relationship with EPG. Our Project Manager, Cub Carter, has vast experience with building municipal parks, including Peoria's Pioneer Community Park DB, and Rio Vista Park Phase II DB. Our Project Superintendent, Pat Wauneka, has also completed work on numerous park projects, including Rio Vista Park Phase II DB. Furthermore, our Design Project Manager, Mike Park, has 31 years of project experience and has been involved in over 70 parks and recreation projects. He recently served as the Design PM on Peoria's Pioneer Community Park project completed with Haydon. With this team, the Town of Florence greatly benefits - an experienced, cohesive group that has a proven track record of success with the Town and will successfully take your project from start to finish.

We appreciate your time and consideration and acknowledge all addenda for this RFQ. For further information about this Statement of Qualifications, please don't hesitate to contact me. I will serve as the team's authorized representative to negotiate and contractually bind the firm/team.

Sincerely,



Fritz Behrhorst, LEED AP, Vice President  
Haydon Building Corp  
4640 E Cotton Gin Loop, Phoenix, AZ 85040  
(602) 296-1496 tel, (602) 297-6972 fax  
fbehhorst@haydonbc.com

## 2 Member Roles & Capabilities

### 1 Project Team

The table below identifies the Haydon DB team's members and their roles.

CONSTRUCTION	
Haydon (Builder)	<b>Cub Carter</b> Construction Project Manager
	<b>Fritz Behrhorst</b> Pre-Construction Director
	<b>Pat Wauneka</b> Project Superintendent
DESIGN	
EPG (Prime Designer)	<b>Mike Park, ASLA</b> Design Project Manager
	<b>John Griffin, RLA</b> Landscape Architect
Design Subconsultants	<b>Steve Lewis, PE</b> (Ritoch-Powell & Assoc.) Civil Engineering
	<b>Don Ryden, AIA</b> (Ryden Architects) Historic Preservation
	<b>Scott Wright, PE</b> (Wright Engineering) Electrical Design
	<b>Greg Piraino, PE</b> (Applied Engineering, Inc.) Mechanical Design

### PRIME DESIGN/BUILD FIRMS



Haydon Building Corp (Haydon) provides General Contracting, Design/Build (D/B), and Construction Management at Risk (CMAR) services. We are unique in that we are a general building contractor for vertical construction, as well as a civil construction contractor with the ability to self perform horizontal work. We have successfully completed numerous similar municipal park projects, including Pioneer Community Park DB, Copper Sky Park DB, Rio Vista Park Phase II DB, Tumbleweed Park CMAR, and Pecos Park CMAR. Haydon has operated as a S-Corp from Phoenix since its inception in 1991. Thanks to an ever-growing client base and a high volume of repeat business, we are currently one of the largest general contractors in Arizona with \$205 million in annual revenue.



Environmental Planning Group, LLC (EPG) is an interdisciplinary landscape architecture and environmental planning firm of nearly 100 professionals and staff members including seven registered landscape architects and over 20 individuals with academic degrees in landscape architecture. EPG's collective experience with urban design and recreation design includes the planning, design, and implementation of public facilities ranging from neighborhood parks to regional parks, open space and regional trails systems, linear parks and river park systems, arterial and collector roadways, and mixed use projects. We maintain the integrity of the planning and design process by ensuring that initial planning and conceptual design objectives are carried into final solutions and implementation.

## 2 Member Roles & Capabilities

### DESIGN/BUILD TEAM SUBCONSULTANTS

#### RITTOCH-POWELL & Associates

Civil Engineering and Surveying Consultants

Ritoch-Powell & Associates (RPA) has over 35 years of experience providing full service **civil engineering and surveying** specializing in park and recreational facilities, site civil development, roadway/drainage, traffic and transportation infrastructure, water resources, and water/wastewater improvement projects for public works and private entities throughout Arizona.

#### RYDEN ARCHITECTS

Ryden Architects (Ryden) has over 25 years of experience in **historic preservation**, enabling architects and governmental agencies to incorporate contextual sensitivity into their work on or about historic site and buildings. Our work in architecture and planning spans a broad range of scale and scope, urban and rural, historic, and new. Our designs are known for complementing the architectural integrity of existing streetscapes or rural settings and strengthening the authentic sense of place in communities.

#### WRIGHT engineering corporation

Wright Engineering (Wright) is a professional **electrical engineering** firm with 5 professional registrants and 10 electrical designers who cover a wide range of electrical engineering needs for all lighting and electrical design. We have extensive experience designing public improvement projects throughout Arizona including community parks, pedestrian areas, and streetscapes. Our success is attributed to integrity, attention to design detail, quality construction documents, and the responsive culture we offer to our clients.

#### APPLIED ENGINEERING INC

Applied Engineering, Inc. (AEI) has provided **mechanical engineering** on over 1,500 of Arizona's finest institutional, commercial, educational, industrial and commercial buildings and facilities improvement projects as well as Historic Preservation (HP) projects for historically and culturally significant buildings in Arizona. Mechanical HVAC and plumbing projects have included designs for high efficiency training centers, educational facilities, maintenance buildings, offices, administration areas, LEED sustainable buildings, and custom residences.



## 2 Member Roles & Capabilities

### ■ 2 Prime Team Member Roles

**CUB CARTER** (Construction Project Manager, Haydon) will lead the efforts of our DB team. He will act as team leader, owner's liaison and your primary point of contact. His management of the entire program will ensure the integration of the pre-construction and construction efforts.

**FRITZ BEHRHORST** (Pre-Construction Director, Haydon) will lead Haydon's efforts in the areas of budgeting, value engineering, and technical review. Cub and Fritz will attend all critical team meetings and draw upon Haydon's resources to effectively support the pre-construction process.

**PAT WAUNEKA** (Superintendent, Haydon) will run daily onsite operations and manage all trades and self-performed work. He will also assist our Safety Director in the development and implementation of a site and project-specific safety plan. He will work directly with the Town of Florence, the design team, and field personnel to ensure work is completed on schedule and in accordance with all requirements.

**MIKE PARK** (Design Project Manager, EPG) will be the design team's main point of contact and will oversee all areas of design. He will be supported by **JOHN GRIFFIN** (Registered Landscape Architect, EPG) and will oversee all design subconsultants.

The members of this team have been carefully selected to provide the Town of Florence with the optimal combination of expertise, experience, and familiarity.

The Haydon team begins with our Project Manager, **CUB CARTER**. Cub was selected for this team because of his experience building municipal parks, such as the Pioneer Community Park and Rio Vista Park Phase II, which has given him an in-depth understanding of the processes, procedures, and requirements necessary to build successful projects.

Our Pre-Construction Director, **FRITZ BEHRHORST**, has refined our pre-construction services into a proactive collaboration between the owner, designer, and builder. Fritz has successfully completed over 80 DB and alternative delivery projects.

He has developed the cornerstone principle of Haydon's commitment to ensuring design quality: work collaboratively during pre-construction to provide the client with a facility that will meet their functional and budgetary requirements without compromising the team's vision.

The Project Superintendent for this team is **PAT WAUNEKA**. Pat was selected for this project because of his track record of delivering quality projects on time and under budget. Pat's experience working on the Rio Vista Park Phase II project gives him the experience that is critical for a project superintendent on a project such as this.

**MIKE PARK**, Design Project Manager, has 31 years of project experience, including recreation planning and design, urban design and construction documentation for public

works, commercial, and office projects. His professional skills include master planning, site planning, site design, design guidelines, preparation of construction documents and specifications, and construction administration. Mike served as the Design Project Manager on the Pioneer Community Park project completed with Haydon.

Our Registered Landscape Architect is **JOHN GRIFFIN** whose experience includes numerous projects that incorporated recreation and scenery resources into regional-scale planning studies. His design experience continues to emphasize finding and implementing value-added opportunities that deliver unique and successful projects that respond to their physical and cultural environments while providing in-budget results.

## 2 Member Roles & Capabilities

### 3 Team Member Experience

The Haydon DB team for this project is not only experienced at park construction but they are also experienced working together as a team on municipal park projects.

There can be no substitute for a proven team when it comes to project success. We are pleased to offer the Town of Florence a truly rare opportunity for Padilla Park - a proven team with a proven method to maximize the interaction between the owner, designer, and builder.

**HAYDON AND EPG** recently completed the new **Pioneer Community Park DB** project for the City of Peoria, as well as **Foothills Community Park Phase II Pre-Con CMAR** for the Town of Goodyear, and the **Western Canal Multi-Use Path CMAR** for the City of Tempe.

**HAYDON** recently completed two projects located in the Town of Florence: the **Browning-Miller Readiness Center** and the **Florence Field Maintenance Shop**, both located on the Florence Military Reservation. Our team built a strong relationship with the Town's Public Works Director, Wayne Costa, and helped develop solutions to re-design the water meter requirements and lessen the impact of the Town's fees to the project which saved the project tens of thousands of dollars. We will bring this knowledge and relationship to your project.

**RITTOCH-POWELL & ASSOCIATES** (Civil Engineer) has recent experience with the Town of Florence and Pinal County providing engineering and surveying services on various projects from land surveying and basemapping of transfer stations, roadway design

improvements, and land development engineering, to drainage improvements, flood hazard mitigation, and industrial development improvement projects. These projects include the **Florence Diversion Dam Road** and the **Hunt Highway Transfer Station**, among others. This current experience enables our project staff to be knowledgeable of Florence and Pinal County design standards and practices.

**RYDEN ARCHITECTS** (Historic Preservation) provided historic building analysis and stabilization for the **Silver King Hotel and Adobe House** located on this very project site. In addition, the firm has provided historic preservation services for the Town of Florence on the **McFarland Archives Building, First Pinal County Courthouse, the Clarke House**, as well as various other Florence Main Street Facade rehabilitation projects.

**WRIGHT ENGINEERING** (Electrical Engineering) provided electrical and lighting design for the **Town of Florence's Main Street Redevelopment Project**. Design elements included decorative street and pedestrian lighting, visitor kiosk power, landscape enhancement lighting, and monument lighting.

**APPLIED ENGINEERING** (Mechanical Engineering) served as the mechanical engineer of record for the **Pinal County Courthouse Restoration** project which received the Governor's Grand Award for Historic Preservation, Arizona Forward Environmental Excellence Merit Award, and the Engineering Record Government Project of the Year.



Browning-Miller  
Readiness Center DB



Florence Field  
Maintenance Shop CMAR



Silver King Hotel



First Pinal County  
Courthouse



Clarke House



Main Street Florence

## 2 Member Roles & Capabilities

### 4 Subcontractor Selection Plan

We believe that the best way to achieve the balance between cost and quality is to partner with the best subcontractors for the project. We also understand that a large part of this project's success will depend on the selection and management of our subcontractors and vendors. Accordingly, our subcontractors will be selected through a qualifications and pricing competition. Typically this process is based on completed drawings. However, for this project we may recommend that some major or specialized subcontractors be selected early in the design phase due to the project's complexity and schedule. The input of these key subcontractors can be an invaluable aid in producing an efficient and well-coordinated design. Also, the early selection of some key trades can expedite the project by facilitating the preparation of shop drawings and the early procurement of long lead items. These early-phase subcontractors can be selected based on their qualifications alone or in conjunction with an open book, guaranteed maximum cost of the work arrangement.

**STEP 1** The process begins with identifying local contractors and suppliers who have an interest in the project and a capability to execute the work. Some of the qualifications the team will review include: safety record, financial data, bond rate, current workload, manpower, team commitments, pending litigation, backlog, revenue, and cash flow.

**STEP 2** Our team will submit a listing of those subcontractors which we believe to be the best suited for the project. The focus of the list will be to receive 3 to 5 qualified bids in each category of work. The process allows the Owner to proactively participate in the selection of sub bidders for the project.

**STEP 3** After approval of the list of subcontractors and vendors, we will issue bid documents including plans, specifications, project schedule, detailed bid instructions and scope of work to the subs/vendors for review and pricing. We will hold a pre-bid meeting for critical trades to discuss project specifics and highlight items that require special attention when preparing their bids.

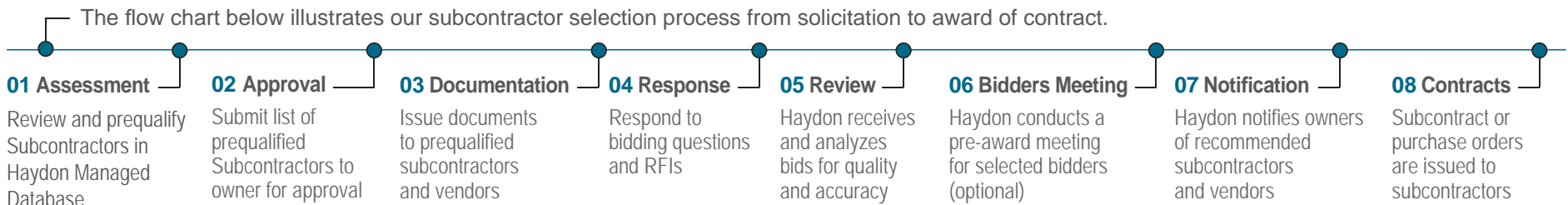
**STEP 4** After the bids are received, our team will review and analyze the quotations for completeness. The bids for each scope of work are tabulated on our Subcontractor Bid Tabulation Form that clearly compares scope and pricing for all of the sub bidders side by side to facilitate the decision making process.

**STEP 5** Depending upon sub/vendor scope and complexity, we will conduct interviews with selected bidders to discuss the scope of work, the cost proposal completeness and analyze the bid figures.

**STEP 6** After the interview, our team will make a recommendation of the subcontractors which we believe will provide the best overall value to the project considering each subcontractors qualifications and price, and make our final recommendation for selection.

**STEP 7** After final team and Owner approval, we will prepare and execute subcontracts or purchase orders with the best valued subcontractor and suppliers.

### Eight Step Subcontractor Selection Process



# 3 Licensing

## 1 Jurisdictions & Trade Categories

Haydon Building Corp is legally qualified to do business in the following trade categories:

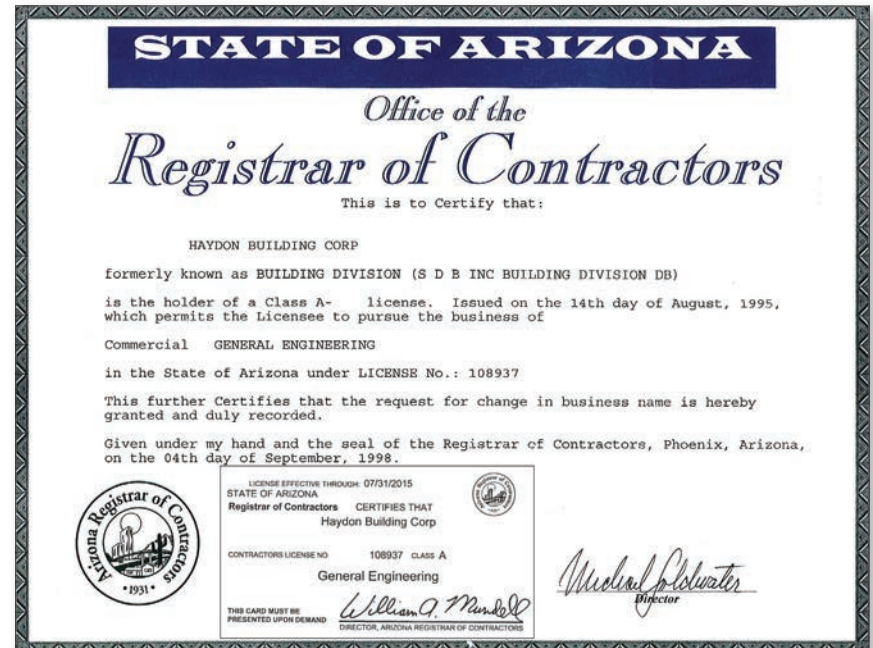
- Non-residential building construction
- Heavy and civil engineering construction

Environmental Planning Group is registered with the Arizona State Board of Technical Registration (#10983, expiring 9/30/2014)

Our registration license numbers are:

Arizona Class B-01 #108085  
General Commercial Contractor

Arizona Class A #108937  
General Engineering Contractor

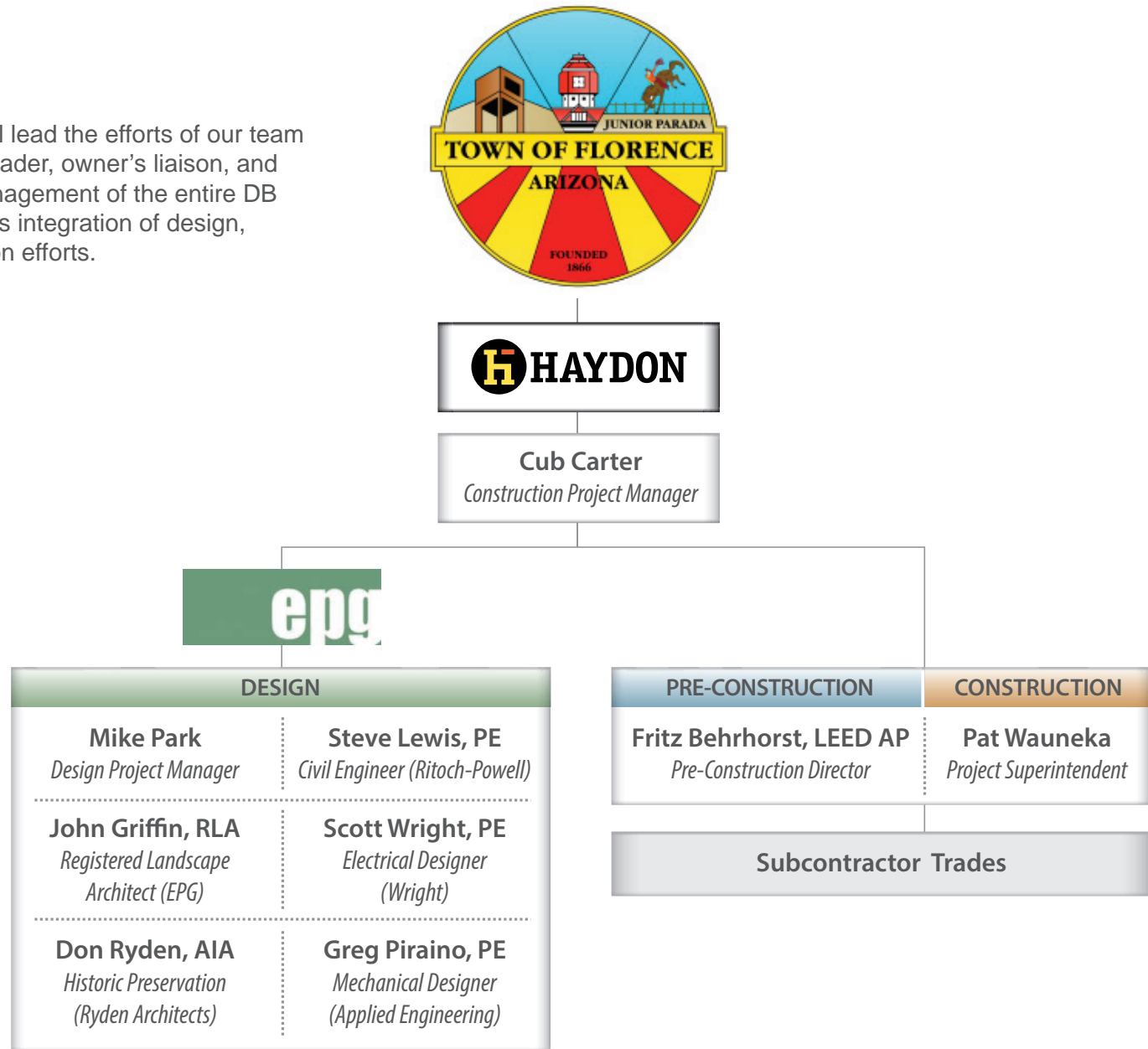




# 4 Management Plan

## 1 Team Organization

Cub Carter, Project Manager, will lead the efforts of our team from project inception as team leader, owner’s liaison, and primary point of contact. His management of the entire DB program will ensure the seamless integration of design, pre-construction, and construction efforts.



### 1 Key Issues

The Town of Florence assumed ownership of the Silver King Hotel in 2006 and began to renovate the historical two-story structure, through a Heritage Fund Grant, in an effort to attract small businesses to downtown.



The facility has been renamed the Silver King Marketplace. Ryden Architects performed the historical assessment for the property,

stabilization plans for the 1-story adobe structure, and renovation plans for the two-story brick building. A grand reopening occurred in January 2009, with the Florence Fudge Company as the first tenant. The Florence Fudge Company, a non-profit extension of a local church congregation, has continued as the tenant in the first floor's southern suite. In 2013, the Town completed additional improvements to the remaining first floor suite as a restaurant or retail space.



In June 2013, the Town Council authorized the purchase of the block bounded by Granite and Quartz Streets, and 6th and Ruggles Streets. Granite Street has been abandoned, uniting the Silver King Marketplace with the Ophelia Padilla parcel for the facility that will be named Padilla Park at Silver King Plaza. A conceptual design for the facility has been prepared to establish the initial vision for the development of the property into a public gathering space, which has been approved by the Town Council.

#### Site Sensitivity

There are over 140 historic buildings in downtown Florence, many of which are listed on the National Register of Historic Places. The Florence Townsite Historic District was listed in 1982, which is roughly bounded by 3rd and Florence Streets, Butte and Central Avenues, and the Chase/Ruggles Irrigation Ditch. The first Pinal County Courthouse, now known as the McFarland State Historic Park, abuts the property on the north side of Ruggles Street. Other historic structures surround the property on its other sides; along Main, 6th, and Quartz Streets.



Important to this project will be the sensitive development of the proposed facility in its historic context to the Marketplace and surrounding settings. The Haydon design/build team includes noted historical architect Don Ryden, who was instrumental in the assessment and preservation of the existing structures. Mr. Ryden will be instrumental in furthering the details of the approved concept with a bent towards historical relevance and interpretation for the project, all the while integrating the current program for the project



as a public gathering space. The Haydon team has reviewed the approved concept and we see opportunity

to finalize the plaza design with adjustments to site features, such as walls and steps, that can better reflect the historical site features, such as building foundations and perimeter walls. Some of these still remain on the Silver King and Padilla parcels individually.

### Historic Preservation

One of the unique challenges of this project will be ensuring the repurposing of the historic adobe house into a public restroom, concession and storage facility is done in such a way that maintains the building's historic integrity in a cost effective manner.



Our team's historic architect, Don W. Ryden, will manage the design of the renovation for

the Haydon team. Don's vast experience with historic rehabilitation will ensure the design complies with all historic standards. Some of the steps the Haydon team will utilize to ensure the compliance of the Adobe House renovation include:

- Consult with the Florence Historic Preservation Office and the State Historic Preservation Office (SHPO) about project compliance with The Secretary of the Interior's Standards for Rehabilitation.
- Consult with the Florence Historic Preservation Commission and SHPO about appropriateness of House rehabilitation and park design within the overall historic theme of the Town.

- Recommend resolutions to conflicting historic preservation standards and International Building Code.

During the design phase, Fritz Behrhorst, Pre-Construction Director, will work with Don to recommend construction materials and methods that meet the intent of the historic rehabilitation standards in the most cost-effective manner. Fritz was able to accomplish this on the Camp Navajo Building 1 Historic Renovation project (see right) where Haydon was able to fully renovate a historic structure on a limited budget and achieve LEED Silver certification.

### Grading & Stormwater

The combined parcels gently slope from Main and 6th Streets to the northwest, toward Quartz and Ruggles Streets. There is an approximate topographic fall of six feet from the southwest corner of the Marketplace to the intersection of Quartz and Ruggles Streets. Two to three feet of fall occur immediately adjacent to the Marketplace. The Florence Fudge Company suite's service door is essentially at grade. The one-story adobe



structure is approximately three feet below the southwest corner of the Marketplace. Additionally,

### SPOTLIGHT: Camp Navajo Building 1 Historic Renovation Design/Build



12,000 SF of interior and exterior renovations of the existing 1942 Administration Building at the Camp Navajo Training Site.

Building One is registered as a historical building. The project includes new HVAC energy efficient system, roof renovation, new windows, fire escape, new ceiling and floor tile, renovation of existing restrooms, new elevator, new fire alarm, new sprinkler system, electrical system, landscaping, and parking. The facility is LEED Silver certified.

the Marketplace's rooftop partially drains to the west and onto the proposed plaza. The Haydon team will provide a plaza grading and drainage plan that directs stormwater away from structures and prevents stormwater from flowing towards the one-story adobe structure. The Swaback concept indicates conceptual spot elevations that are not accurate in this regards.

To meet City ordinances, stormwater needs to be retained onsite for the 100-year, 1-hour storm event and drainage flow patterns must be maintained to protect surrounding properties and roadways. Currently all

existing drainage flows from the site cross from east to west and outfalls to the northwest corner. The proposed installation of a raised turf area across the middle of the site results in a barrier to drainage conveyance across the property and away from the existing buildings. Design must first protect the existing adobe building (restroom) while providing positive conveyance of drainage to a location where retention ponds can be located. Several solutions exist to minimize drainage concerns for the site. Utilization of small depressions in landscape areas / hardscape voids between the buildings and the raised turf area will minimize the need to convey the drainage across the property. These areas would essentially retain themselves and allow water to be held in small isolated pockets. An additional benefit of this is added watering of landscape vegetation in these areas. In certain instances, these pockets may be over-excavated and replaced with cobble materials to provide additional storage (French Drain). Any stormwater not captured in these pocket areas would drain across and along the landscape areas on the north side of the park. These landscape areas can also be designed to hold smaller amounts of drainage. They would be designed to cascade (fill and overflow) from east to west. The main turf area and any resulting flows from the north landscape areas to drain to the northwest corner of the site to a shallow retention basin to contain the remaining runoff.

### Lighting



The Town in the past few years installed lighting on Main Street that is reflective of early 20th century historical lighting. Wright Engineering was involved with this work and is on the Haydon team. The approved concept proposes the use of low-voltage up- and down-lighting throughout the plaza and landscape. We would like to review the low-voltage lighting selection and propose options for the following considerations:

- Consider using the Main Street pole-mounted standard voltage lighting fixture. This will better integrate the plaza and park and Main Street visually to visitors and residents.
- Ground mounted lighting will be subject to vandalism and frequent repair.
- Down-lighting in trees is impractical until they are at least 20-30 feet tall. Mounting branches must be at least 3+ inches in diameter to support the fixture and mounting attachments. Unless very large box trees are used, installation of down-

lighting will have to occur several years later. In the meantime, the plaza and park will only be lit by up-lighting, which can be a liability concern for having ambient lighted walking surfaces. Additionally, electrical wiring is exposed on the trunks and is subject to vandalism.

- There are approximately 180 low-voltage lights proposed, which will require numerous low-voltage transformers throughout the plaza and park, compounding maintenance needs. Functional and security lighting of the plaza and park can be accomplished with perhaps 20 or even fewer standard voltage pole-mounted fixtures. Although more expensive individually than low-voltage fixtures, overall will be less. Relamping procedures, vandalism, and maintenance will be far less as well.

### Native Plants

During our visits to the project site, we noted there are native mesquites on the Padilla Parcel that are protected by the Arizona Native Plants Law. The Haydon team will perform a native plant inventory and assess these trees for reuse back into the project. Trees that are evaluated as salvageable will be considered for protection in place or will be salvaged and placed into an on-site nursery during construction, and reinstalled in sequence with other landscape work.



### Integration to Downtown Improvements



The approved concept proposes the use of concrete or unit pavers throughout the plaza.

In addition to the concrete pavers, consider repeating the use of the textured and colored cast-in-place concrete paving that is being installed on Main Street. This will integrate the plaza and park into the downtown redevelopment esthetic. The project will be better perceived as being part of the downtown improvements.

### Stretching the Budget to Obtain the Full Program

One of the major challenges during the pre-construction stages of this project will be balancing the use of the available funding among the important priorities for the park including the restroom building, landscaping, and splash pad. Some of the aspects that must be considered include:

- Aesthetic features
- Types of landscaping
- Sustainability features

- Mechanical and electrical system approach
- Perimeter fencing
- Signage
- Artwork & monumentation

Each of these features can have a significant impact on the park's cost which must be weighed when considering the entire budget. It is our job as your Design/Builder to work in concert with the Town of Florence, property owners, and the design team to find the right balance for this project. The process will start from the program. Fritz Behrhorst (Pre-Construction Director) will prepare a detailed Parametric Estimate that is based on the program for the park with input from the design team on the likely approach to the various systems. We will draw upon recent experience with municipal parks. This early phase estimate will serve as a test fit of the program and the budget and will aid the team in evaluating the critical balancing act that the project team must perform to maximize the program, functionality, and aesthetics of the park. We will employ the estimating and cost control techniques described in the following section to assure that as the design finalizes, all decisions are made based on accurate cost information and with the best realization of the program in mind.

### Construction Staging, Access & Safety of Patrons

The location of Padilla Park directly adjacent to the Silver King Marketplace and adobe house will present several challenges during construction including:

- Public safety and access to retail areas  
Access of manpower and materials
- Minimizing disruption of the Silver King Marketplace tenants
- Trash removal
- Parking, for both construction and patrons
- Staging for construction



Not the least of these challenges is ensuring the safety of the tenants and community members that patronize Silver

King Marketplace. The work of this project will occur in full view. This can be a fascinating and exciting experience for the public, but it can also prove dangerous if someone wanders on to the site. It will be our role during planning and construction to execute this project in such a way that the community members utilizing Silver King Marketplace can observe its progress from a safe distance. It is also our duty to be particularly vigilant to the

## 5 Key Issues

potential of a curious public and kids entering the worksite. Our work plan will be sensitive to these issues and address them in a way that allows the community to follow the work and but also ensure their safety.

In order to assure a safe and orderly work-flow with the minimum of disruptions, our team will employ the following:

- Formal traffic and site access plan
- Project planning with Haydon's corporate Safety Director
- Strictly regulated site staging
- Scheduled deliveries and trash pickup
- Defined parking plan for workers

Using these techniques will result in the construction of the project with no disruption to the operations of the Silver King Marketplace tenants.

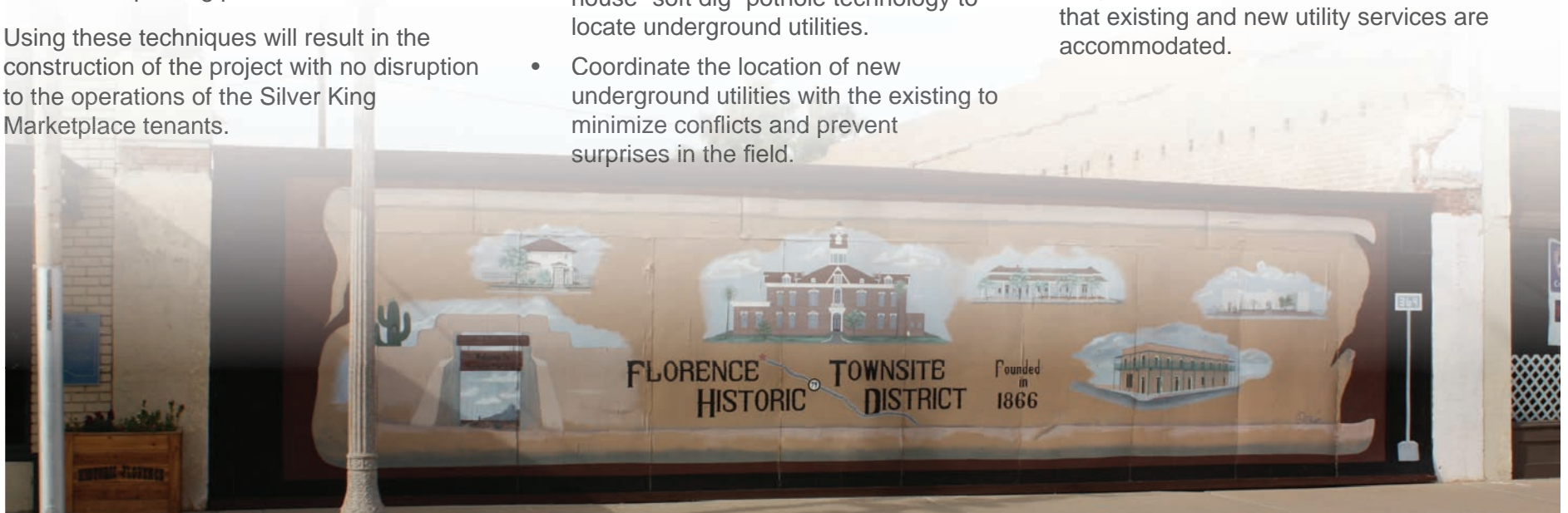
### Utility Coordination

The planned construction of Padilla Park will require design and construction coordination of new infrastructure with many utility companies as well as with existing facilities. To provide the most efficient utility coordination we will:

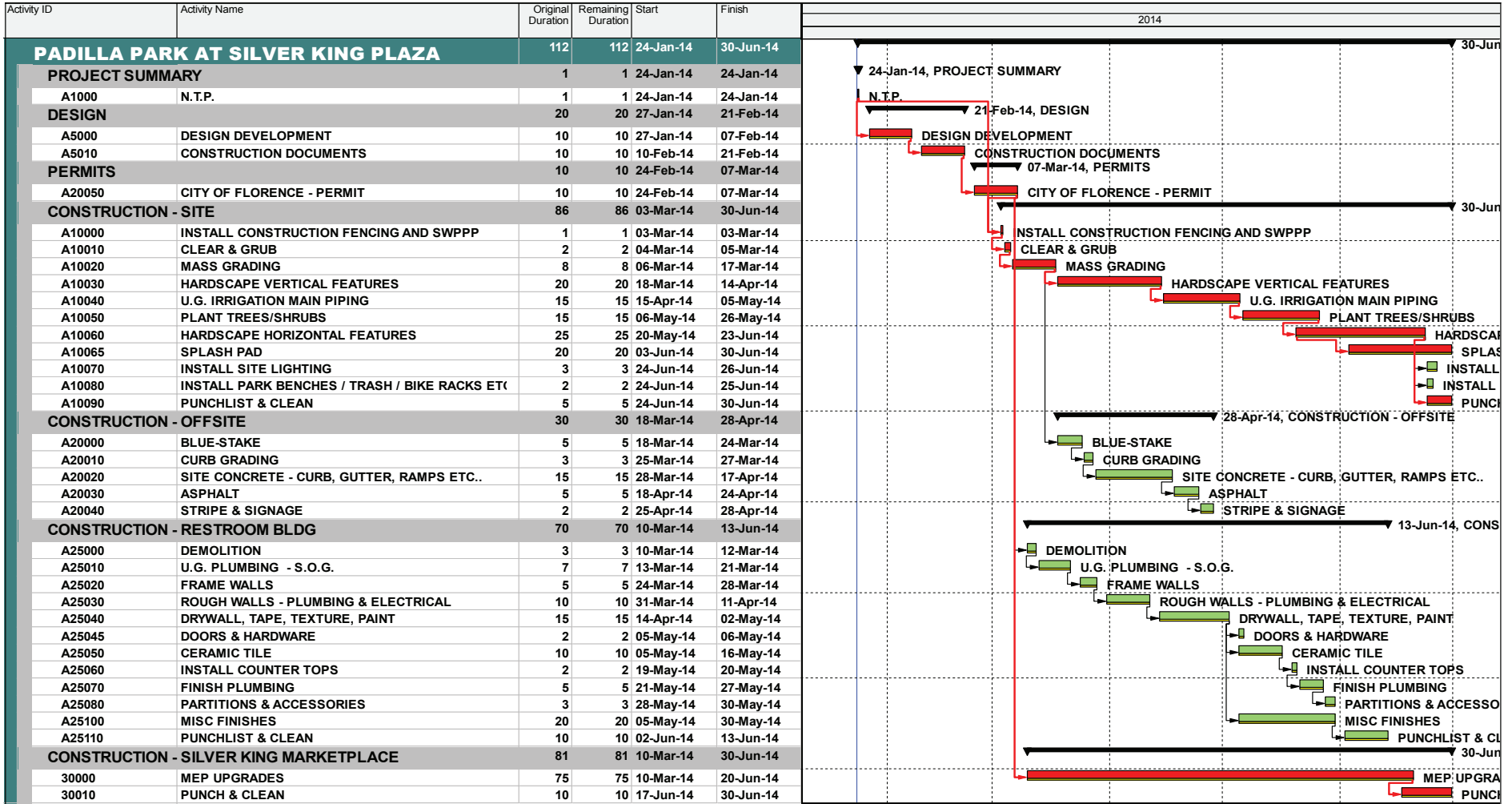
- Thoroughly examine as-built and utility location plans as a baseline for the locating process.
- Walk the site and coordinate closely with facilities managers to firm up the location of underground services.
- Perform investigations utilizing our in-house "soft dig" pothole technology to locate underground utilities.
- Coordinate the location of new underground utilities with the existing to minimize conflicts and prevent surprises in the field.

As a part of the process we will involve Town engineering personnel in our pre-construction meetings from the start and conduct monthly utility coordination meetings throughout construction to discuss present and future work phases - this helps to keep everyone on task and focused on the project goals.

Haydon's unique structure as both a building and heavy civil contractor allows us to utilize our in-house soft dig potholing technology (which includes a GPS system that interfaces directly with the Design Engineer's CAD software) to safely identify any utility conflicts prior to construction without risking disturbance. Careful investigation coupled with close coordination will ensure that existing and new utility services are accommodated.



# 6 Timeline



Remaining Level of Effort	Critical Remaining Work
Actual Level of Effort	Milestone
Primary Baseline	Summary
Secondary Baseline	
Tertiary Baseline	
Actual Work	
Remaining Work	

## PADILLA PARK at SILVER KING PLAZA PROGRAM SCHEDULE

Date	Revision	Checked	Approved



# 7 Experience / References

## 1 Select Project Experience

**Pioneer Community Park DB** Peoria, AZ



**Description:** 80-acre park includes Heritage Court (pictured above), community garden, large and small group ramadas, picnic area, shade structures, extensive landscaping, splash pad, themed play area, athletic facilities, urban fishing lake, dog park, parking, roadway improvements, and infrastructure.

**Project Teams:** Haydon, EPG, Ritoch-Powell

**Project Owner:** City of Peoria

**Construction Cost:** \$19.0M Completed on Budget

**Construction Dates:** 06/2012 - 09/2013 Completed On Schedule

**Reference:** Ed Striffler, City of Peoria Design & Construction Manager (623) 773-7721

**Copper Sky Park DB** Maricopa, AZ



**Description:** 110-acre park includes themed play area, amphitheater, large and small group ramadas, picnic area, shade structures, extensive landscape, 8 multi-use fields (4 lighted), 4 lighted softball/baseball fields, 5-acre urban fishing lake, play courts, skate park, dog park, parking lots, and infrastructure.

**Project Teams:** Haydon, Wright

**Project Owner:** City of Maricopa

**Construction Cost:** \$21.4M Currently on Budget

**Construction Dates:** 11/2012 - 03/2014 Currently on Schedule

**Reference:** Adam Brill, Abacus Project Manager (623) 340-5241



## 7 Experience / References

### Rio Vista Park Phase II DB Peoria, AZ



**Description:** Award-winning 22-acre district park that includes lighted soccer fields, lighted baseball fields, playground structures, memorial garden, maintenance building, concession/restroom building, lighted parking lots, automatic irrigation system, perimeter security fencing, and extensive landscaping.

**Project Teams:** Haydon, Ritoch-Powell

**Project Owner:** City of Peoria

**Construction Cost:** \$8.0M Completed on Budget

**Construction Dates:** 10/2005 - 11/2006 Completed On Schedule

**Reference:** Ed Striffler, City of Peoria Design & Construction Manager (623) 773-7721

### Tumbleweed Park CMAR Chandler, AZ



**Description:** This project included multi-use lighted fields for tee-ball, football, or soccer, electrical systems, additional parking, and irrigation. The 26-acre Playtopia is a unique playground facility. The Farm Barn area can be used for corporate picnics and other gatherings. Small ramadas provide shade. Sidewalks meander throughout the park with a farm tractor tire track motif leading to the playground and conference areas.

**Project Teams:** Haydon

**Project Owner:** City of Chandler

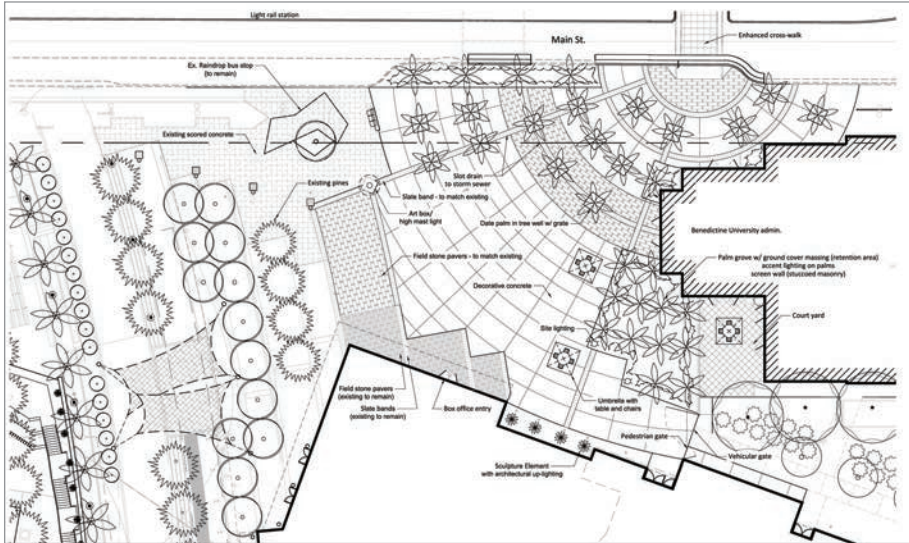
**Construction Cost:** \$6.0M Completed on Budget

**Construction Dates:** 07/2006 - 03/2007 Completed On Schedule

**Reference:** Joe Salvatore, Architekton Principal (480) 894-4637

## 7 Experience / References

### Mesa Arts Center at Benedictine University Mesa, AZ



**Description:** 1/4-acre multi-functional urban plaza will include hardscape features complementing the MAC design elements, event space, light rail and university connectivity, drainage retention, and extensive landscaping. EPG was hired as the designer responsible to evaluate the existing site conditions and prepare a variety of design concepts.

**Project Team:** EPG

**Project Owner:** City of Mesa

**Construction Cost:** \$834,500 estimated

**Construction Dates:** Start Spring 2014

**Reference:** Bob Draper, PE, City of Mesa Supervising Engineer (480) 644-3822

### Additional Haydon & EPG Experience Together

#### ■ Foothills Community Park Pre-Construction

Ph II CMAR, Goodyear, AZ

12-acre municipal park expansion and aquatics center. **\$5.6M**,  
**Project on hold**



#### ■ Western Canal

Multi-Use Path

CMAR, Tempe, AZ

Multi-use pedestrian trail featuring 24 distinctive nodes. **\$9.5M**,  
**Completed 01/2010**



# 7 Experience / References

*Team member resumes have been provided in the Appendix.*

## ■ 2 Summary of Prime Firm Experience

### Haydon Building Corp

#### Select Park & Town Center Experience:

- Pioneer Community Park DB, Peoria, AZ
- Copper Sky Park DB, Maricopa, AZ
- Rio Vista Park Phase II DB, Peoria, AZ
- Tumbleweed Park CMAR, Chandler, AZ
- Pecos Park CMAR, Phoenix, AZ
- Chuparosa Park Phase II DB, Chandler, AZ
- Morenci Town Center CMAR, Morenci, AZ
- ASU Artisan Court CMAR, Tempe, AZ
- Foothills Community Park Pre-Construction, Goodyear, AZ
- Western Canal Multi-Use Path CMAR, Tempe, AZ

#### Town of Florence Experience

- Browning-Miller Readiness Center
- Florence Field Maintenance Shop

### Environmental Planning Group

#### Select Park & Town Center Experience:

- Pioneer Community Park DB, Peoria, AZ
- ASU West Community Park, Phoenix, AZ
- Nozomi Park, Chandler, AZ
- Paseo Vista Recreation Area, Chandler, AZ
- Ryan Park, Chandler, AZ
- Foothills Community Park, Goodyear, AZ
- Hayes Park, Peoria, AZ
- Daley Park, Tempe, AZ
- Western Canal Multi-Use Path, Tempe, AZ
- Maricopa Regional Trail Segments, Maricopa County
- San Tan Mountains Regional Park Master Plan, Maricopa Cty
- Gilbert Powerline Trail, Gilbert, AZ
- Five Parks Master Plan, Gilbert, AZ
- Chandler Heights Park Master Plan, Gilbert, AZ
- East Park Master Plan, Gilbert, AZ
- San Marquis Park Master Plan, Gilbert, AZ
- Sossaman Cloud Park Master Plan, Gilbert, AZ
- West Park Master Plan, Gilbert, AZ

## ■ 3 Claims & Suits

Within the last 5 years, Haydon has never failed to complete any work awarded to it. There are no judgments, claims, arbitration proceedings or suite pending or outstanding against our organization or officers. We have not filed any lawsuits or requested arbitration with regard to construction contracts within the last 5 years. Within the last 5 years no officer or principal has been an officer or principal of another organization when it failed to complete a contract.



## 8 Approach / Uniqueness

### ■ 1 Why Select the Haydon DB Team

What makes Haydon unique is our unparalleled commitment to the Partnering Process, ensuring that all team members are working toward a common goal. DB is our preferred construction delivery method because it allows us to work collaboratively during pre-construction with project owners, design teams, and consultants. We are the Valley leader in the DB construction method.

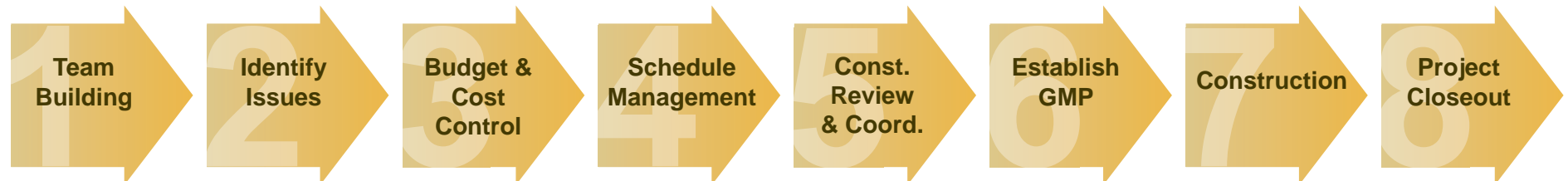
Haydon has successfully completed over 125 DB and Alternative Delivery projects—a testament of our clients' satisfaction with our pre-construction and construction services. Our extensive experience uniquely qualifies us to identify and address critical issues and incorporate lessons learned from previous projects. Throughout our DB experience, we have never failed to reach a GMP and have never exceeded a GMP. We understand the importance of the pre-construction phase and our responsibility to manage this process in a way that provides a cohesive team atmosphere between Haydon, the owner, and the designer.

### ■ 2 Overall Approach & Methodology

Our role as your Design/Builder will be to provide proactive and dependable support to the team to ensure decisions are made based on accurate and timely information. Foremost throughout the entire process is the open and honest exchange of information. We inform each team member of project status and to allow everyone to stay involved in all aspects of the process. Through careful planning and scheduling and proactive management techniques, Haydon guides every aspect of the project from pre-construction site investigation to final punch list. Because we are fully committed to our project management system we can assure your project will be well planned and successful. Our team structure will remain the same from pre-construction through construction so that the transition between phases will be seamless.

The process of planning and constructing Padilla Park will be the culmination of the comprehensive and integrated design, pre-construction, and construction services

provided by the Haydon DB team. Our approach is designed to discover issues before they become problems and to draw upon the experience of our team in developing options and deriving solutions and options. Our extensive experience has allowed us to refine the Haydon Method into a proactive collaboration between the owner, designer and builder. Our service is based on this cornerstone principle: Work collaboratively with the owner and designer during pre-construction to provide the client with a facility that will meet their functional and budgetary requirements without compromising the team's vision. Haydon's steadfast adherence to this principle is the reason we have been fortunate to work with so many clients and outstanding design firms to deliver projects that combine innovative design with functional value. Through our extensive DB experience, Haydon has developed a signature process for managing DB projects. The Haydon approach to constructing your project is summarized by the following steps:



# 8 Approach / Uniqueness

## The Haydon Design/Build Process: Step 1 - Team Building

At the outset of the project, it is important for all of the people that are involved in the project to get to know one another and learn each other's' priorities. Each person and organization involved in the project will bring a different perspective and set of goals to the process. The goal of team building is for each member to come to recognize the other individuals' perspective and goals, to understand their thought process and respect their opinion. Paramount in the team building phase is to appreciate the contribution that each team member makes to the project and to respect their input. From that basis of mutual respect and understanding, the team can embark on the process of working together to solve the many issues that are inherent in the design and construction process.

### Proven Success and Experience in the Design/Build Process & Partnering:

Haydon's commitment to great design, innovative construction and technology, commitment to a collaborative project approach, and consistent excellence in craftsmanship are all demonstrative of our company's culture. These goals cannot be achieved without teamwork and dedication to the project owner, design professionals, consultants, and subcontractors. The best testaments are in the examination of the

consistently excellent facilities that we have built, in our high rate of repeat business with our clients, and in the great relationships that we share with our design partners. In fact, Haydon's dedication to creating a win-win-win partnering experience on projects has resulted in the Rio Vista Park Phase II DB project being awarded two national awards for Project Management.

## The Haydon Design/Build Process: Step 2 - Issue Identification

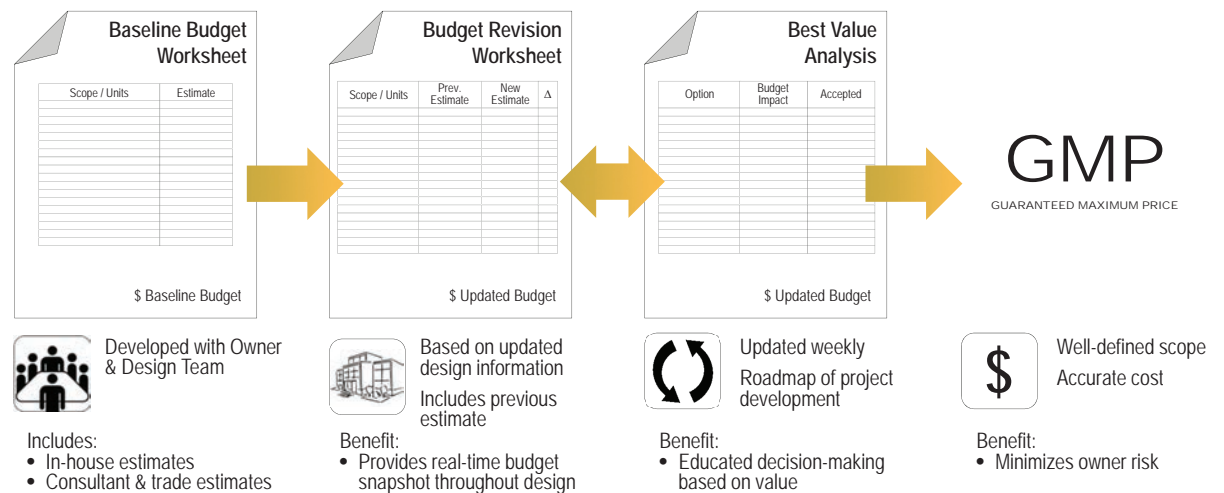
Our approach is designed to discover issues before they become problems.

Please see Section 5 "Key Issues" (pages 9 - 13) of our proposal which outlines the Haydon DB team's demonstrated knowledge of the site and local conditions.

## The Haydon Design/Build Process: Step 3 - Budgeting & Cost Control

### Project Cost Controls & Project Cost Reporting Systems:

The control of the project budget is integral to developing an outstanding project. We view budget control as a critical part of the entire design and construction process. Our pre-construction team will work collaboratively with the Town of Florence staff and design team in the important give-and-take process of budget control during the design phase. We understand that throughout design development, decisions are dependent on the quality of information available to the team. The best value of a particular approach is brought about through a balance of using



space, using allotted time, achieving the lowest construction cost, realizing a low life cycle cost and creating the desired aesthetic effect. Our contribution to the process is to suggest approaches to systems and solutions to challenges, to provide timely and accurate information, and to evaluate all the possibilities in terms of cost and time benefits.

Haydon will develop and implement a completely open book estimating and cost control system for your project. Each member of the team will have complete access to all of this information during the project. During pre-construction, Haydon's project manager and estimators will work closely with the Town of Florence and EPG to establish a qualified **Baseline Budget**. The in-house estimates we develop will contain detailed information broken down by scope to include units of labor, materials, equipment and other associated costs. Similarly, all consultant and trade estimates are accompanied by a full detail of the estimate. Each subsequent estimate, based upon more current design information, will be revised and tracked against the Baseline Budget and the last budget revision. Revised estimates are summarized in the same format as the Baseline Budget and can be easily compared side by side with each previous estimate. This straightforward process allows the project team to visualize and understand

the significance of a system or material design change and its direct cost impact to the project budget. Haydon's system is easily understood and completely open to the entire team. There are no surprises and no secrets in Haydon's pre-construction cost control system.

During the fast moving design process, it often not enough to simply update the estimate periodically to maintain good control. For that reason, Haydon will implement its dynamic Best Value Analysis (BVA) tracking process. With the baseline estimate as the starting point, each decision or option that can affect the budget is entered into the BVA tracking chart. The potential impact on the budget is included along with a description. Each decision that is implemented is entered into the "accepted" column of the spread sheet. All of the accepted cost impacts are totaled and that total is applied to the latest comprehensive estimate budget. This document is updated weekly as the design progresses. Using this process, all major decisions and their associated cost are recorded and tracked, and their impact on the budget is reflected as the decisions are made. It provides a road map for the project development as well as an accurate picture of exactly where the budget sets at any stage of the design.

Once construction commences, Haydon will use **Timberline** software to track each item on the established budget. As outlined, the breakdown of costs aligns with detailed estimates, which parallel the procurement process used to track and audit the budget. For progress billings, a complete recap of job costs and subcontractor billings backed up by invoices will be provided each month. Prior to payment, each supplier and subcontractor will be required to submit unconditional progress waivers, which match the previous month's billing. In this manner, you are assured of current cost and that all trade partners and vendors are being paid. Finally, upon completion, all commitment and payment records are available for review.

#### The Haydon Design/Build Process: Step 4 - Scheduling

The DB process enables the project team to be creative in project planning, developing the schedule, establishing construction phasing, and identifying areas where construction can begin early. The Haydon Team will utilize **Primavera P6** to guide and monitor the project. Through the collaborative efforts of all team members, we will produce a master schedule encompassing programming, design, construction, and completion of the project. Inherent in this schedule will be the identification of long lead times for materials or equipment.

Through the research of this project's work items, we will develop a procurement schedule that is integrated into the overall project schedule and is also tracked to assure timely delivery of key equipment and materials. During the design phase, our Project Manager will work together with the rest of the Haydon Team and subcontractors to develop a cost-loaded schedule in the form of a **Critical Path Method (CPM)** schedule, which will be updated weekly. This will include complete analysis of project phasing, utility coordination, and sequence planning for trades to provide maximum quality without rework.

As the project moves into the construction phase, our Project Manager will provide **3-week Look-Ahead Schedules** weekly for the team, work crews, and any subcontractors. Haydon also holds pre-activity construction meetings with the team and Haydon's supervisors or subcontractors prior to the start of a new type of work. We discuss the plans, specifications, details, survey needs, testing, safety issues, and schedule at these pre-activity meetings. These meetings ensure everyone is clear on their responsibilities and expectations and mitigates costly re-work and delays to the project.

#### The Haydon Design/Build Process: Step 5 - Constructability Review & Plan Coordination

At Haydon, we feel that true collaboration requires total participation by all team members during every phase of the project. During the design phase, Haydon actively participates by providing the following:

- **Options Analysis, Value Engineering Input, Life Cycle Analysis & Suggesting Alternate Materials:** Haydon views these processes as an integral part of the entire design and construction process. We understand that throughout design development, decisions are dependent on the quality of information available to the team. Our role in value engineering and analysis is to add several dimensions of information quality to the decision making process.
- **Design Review & Constructability Analysis:** One of our jobs is to review the development of the project as it proceeds from concept to construction documents. The goal of this review process is two-fold; to aid in the process of producing a complete and fully coordinated set of contract documents and to provide guidance as to constructability of the project.
- **Document Quality Control:** Documents are reviewed at each phase of the design and prior to bidding, checked for coordination of

items between disciplines and constructability of the systems the designer has detailed. During construction, the Haydon team will implement and facilitate our Quality Control Management Plan for the project.

#### The Haydon Design/Build Process: Step 6 - The Guaranteed Maximum Price (GMP)

The GMP is the sum of estimates, sub bids, fees, contingencies and other costs and is the maximum amount the owner will pay for the work as defined. There are three milestones for the establishment of a GMP: First, the project scope and design must be well enough developed and articulated that all parties are assured that the requirements of the job are fully understood; second, there must be confidence that an accurate cost has been assigned to all of the divisions work as defined; finally, the GMP must be at or under the budget for construction.

#### The Haydon Design/Build Process: Step 7 - Construction

The extensive effort that goes into the pre-construction steps of the project is expended to prepare the team for the smoothest possible transition into the construction phase. The work that we do will assure that the members are working as a team, the issues are identified and worked out, and that the plans, budgets and schedule are set and ready to

go to construction. We will handle each of the construction issues identified previously and those additional challenges developed during the pre-construction phase, as outlined. In the construction phase, Haydon will implement its time proven procedures for constructing the project.

Included in our construction phase services are:

- Team management and coordination
- Communications management
- Plan coordination
- Safety program management
- Subcontracting and subcontractor management
- Quality assurance and control
- Regular project meetings
- Scheduling
- Cost controls and change order management
- Submittal process management
- Field management and coordination
- Invoicing

Haydon's seasoned and proven construction team, supported by a professional staff, guided by experience management and based on effective management systems will guarantee a successful construction phase of this project.

#### **Quality Assurance:**

An important aspect of our construction service is Quality Control. At each step of your project, our team will establish a well-defined set of objectives to meet. Clear goals are recognized by virtue of the extensive coordination, budgeting, scheduling, implementation, and quality assurance processes that Haydon employs. As the project progresses, the quality of our service will be measured against those objectives. During the construction process, our Project Superintendent will be responsible for all on-site quality. He will assure the work in place is continuously inspected and verified against the standard of quality established by the project team.

#### **Safety:**

Haydon strives for the highest of safety standards within our organization. It is the result of careful attention to all company operations by those who are directly and indirectly involved. Employees at all levels must work diligently to execute the company's policies of maintaining safety and occupational health. Tom Sullivan, our Corporate Safety Director, whose sole purpose is to ensure Haydon operates at the highest level of safety at all times. He will be involved during the design phase to assist in the safety layout of walkways for pedestrian traffic and safe access through construction work zones.

Our Safety Program has been developed to assure compliance with all Federal, State and local regulations with particular emphasis on the Occupational Health Act of 1970 (OSHA), and the OSHA requirements that apply to our construction operations. Haydon maintains an excellent E-MOD factor of 0.64 which is an extremely low rate in the construction industry.

#### **The Haydon Design/Build Process: Step 8 - Project Close-Out**

The final marker of an exceptional construction manager is the success at close-out and the follow-up processes that are carried out. Haydon will prepare a punch list of all items required for close-out of the project. Each item is collected and recorded prior to final payment of any subcontractor or supplier. Upon notice of substantial completion, Haydon will jointly inspect the facilities with Town of Florence personnel to verify construction quality has been met. Haydon takes pride in its ability to work efficiently through the final punch list items to successfully deliver a project.



## ■ 1 Conceptual Design Finalization

### Review of the Conceptual Design Package

The design team and contractor will review the concept and supporting components that has been prepared to date. Prepare a list of options to improve upon the design for maintenance, cost, and performance issues that are in the concept.

### Site Meeting

Organize and facilitate a site meeting with the contractor, design team, and staff. Review the options from above and site constraints that the design team has prepared in advance. Discuss the options on-site and discuss resolving the constraints.

### Understanding of the scope of work

Establish a mutual understanding among all of the team members and confirm the program for the plaza and park. Fine tune the program to clearly define the details with the Town. This will inform all parties of the final program and will enable the team to identify critical elements that must be coordinated to ensure successful completion of the project's design

### Meetings with complete project team, including APS and others as applicable

Coordinate meeting times, place, occurrence, and list of attendees. Prepare agendas and distribute in advance. Attend an initial project

management meeting with staff. Discuss agenda items and document discussions and decisions. Meet with utility agencies and others as applicable to assist in their separate design of utility services to the site.

### Overview of historic preservation factors

Design rehabilitation plans to adapt the historic adobe house as public restroom, concession and storage facility. Consult about project compliance with The Secretary of the Interior's Standards for Rehabilitation to assure that the current plaza and park design complements with, and defer to historic buildings and setting. Consult with Florence Historic Preservation Commission and SHPO about appropriateness of adobe house rehab and park design. Recommend resolutions to conflicting historic preservation standards and International Building Code.

### Finalization of plant palette and plants to be donated by local nursery

Meet with the donor nursery. Review future stock availability for timing of the plant installation. Prepare photo board of general plant palette for discussions with staff. With input from staff, finalize the plant palette and discuss with donor nursery for material to be donated.

### Review of options for on-site and off-site parking

In conjunction with the review of the conceptual design package, discuss with staff the program for parking, including any requirements per the Town Zoning Code. Meet with Town planning and development staff for allowable options. Adjust design for any on-site parking requirements that are different than the conceptual design.

### Review of ADA compliance issues

Analyze existing constraints to accessibility, such as ADA-compliant designs for restroom and site facilities of plaza and park. Discuss with staff options for meeting the requirements of ADAAG.

### Review and selection of possible addendums, options, and alternates

Prepare design suggestions, material selections, and product options to improve the maintenance, cost, and performance requirements of the public facility. Present to staff options to optimize the conceptual design to meet the Town's expectations.

### Project budgeting and prioritization

Haydon will prepare an initial GMP for the project based on the existing conceptual design. Options and alternates will be assessed for their project cost savings. Present the initial GMP to the staff for review and approval.

### Project scheduling

Haydon will prepare an initial project schedule, which will identify major tasks of the project and their interdependence. Consider alternate design tasks that can shorten the overall design phase of the project in order to expedite the start of construction. These can include alternate design phases, such as 30%, 80%, and 100%. Present the initial schedule to the staff for review and approval.

### Final pre-construction design approval

Based on input received throughout the Concept Design Finalization task, revise the conceptual design to integrate those improvements for the project. Coordinate with Haydon for assessment that the design is consistent with the approved project budget.

## ■ 2 Construction Documents

### Construction document submittals

Based on the pre-construction design approval, the design team will prepare construction documents for the project. Typical review stages include 30%, 60%, 90%, and 100%. However, based on the approved project schedule, the submittal phases may be modified in order to expedite the construction start as discussed above.

### Client reviews, comments, and review meetings

The staff will be provided with printed and electronic submittals as appropriate. All submittal phases will include construction plans at their appropriate phase of completion. Outline specifications will be presented at the 60% phase. Full specifications will be presented at the 90% and 100% phases. Additionally, the staff and other reviewers will be given a comment resolution spreadsheet to input their comments at each submittal phase. After staff review, Haydon and the design team will review comments and provide responses in the spreadsheet. A review meeting will be coordinated at the end of each review period to discuss and continue or close comments prior to proceeding with the next design phase.

### Final construction document submittals

The 100% construction document submittal will be submitted to staff for final approval of design. This submittal will be a sealed set and will also be submitted to the Town Community Development Department for the first permit review. Following a final staff review, comment resolution, review meeting, and Community Development review comments the plans will be revised for final submittals.

### Cost estimates

Haydon will develop and implement a completely open book estimating and cost control system for your project. Each member

of the team will have complete access to all of this information during the project.

### Construction schedule reaffirmed

Haydon will update the project schedule based on the anticipated permit approval and approval of the GMP.

### Final construction document approval by Town of Florence

With Community Development comments addressed and plans revised as discussed above, the project plans and specifications will be submitted for final permit review. Following approval by the Community Development Department, Haydon will collect the approved plans and pay applicable permit fees.

## ■ 3 Permitting

### Revisions requested by client

As is typical with most projects, client revisions to designs occur frequently based on numerous factors, such as delayed community input, adjustments to budget, etc. The design team will integrate revisions into the design plan to the extent possible and commensurate with the phase of the design. As the design progresses, and in order to maintain schedule and costs, revisions must be more insignificant to the overall design intent and its phase of coordination and completion.

### Coordination and submissions to SHPO, Pinal County Health Department and others as applicable

Having prepared the initial assessment, stabilization, and rehabilitation plans for the site's historic structures, Ryden Architects will coordinate and prepare essential submittals to SHPO for review and concurrence of the project. Additionally, Ryden Architects will make the necessary submittals to the Pinal County Health Department for the concessions facility.

### Submission to Town of Florence for permit review

As discussed above, the first plan review will be submitted to the Community Development Department in concert with the 100% submittal to staff. Final staff comments and Community Development Department first review comments will be addressed simultaneously to finalize the design. The second plan submittal will result in approval of plans and permits ready for construction.

### ■ 4 Pre-Construction

Prior to the construction phase, we will coordinate a Construction Partnering Kick-Off Meeting to introduce all the players and start laying the foundation for a successful win-win relationship. The partnering meetings will include:

- Town Department Representatives
- Town Project Manager
- User Group Representatives
- Engineering Team
- Swaback & Wood/Patel
- Haydon DB Team
- Key Subcontractors
- Utility Representatives
- Silver King Tenants As Needed
- Others As Necessary or Requested

These meetings create a platform for success for the involved agencies and individuals. The initial partnering meeting will produce a document outlining prioritized goals and responsibilities, and will act as the jumping-off place for the team.

During the pre-construction phase, Haydon actively participates by providing the following:

- Options Analysis, Value Engineering Input, Life Cycle Analysis & Suggesting Alternate Materials:
- Design Review & Constructability Analysis
- Document Quality Control

### ■ 5 Construction

The Haydon Team will utilize **Primavera P6** to guide and monitor the project. Through the research of this project's work items, we

will develop a procurement schedule that is integrated into the overall project schedule and is also tracked to assure timely delivery of key equipment and materials. During the design phase, our Project Manager will work together with the rest of the Haydon team and subcontractors to develop a cost-loaded schedule in the form of a Critical Path Method (CPM) schedule, which will be updated weekly. This will include complete analysis of project phasing, utility coordination, and sequence planning for trades to provide maximum quality without rework. As the project moves into the construction phase, our Project Manager will provide 3-week Look-Ahead Schedules weekly for the team, work crews, and any subcontractors.

Haydon utilizes **Submittal Exchange** software for all in office and jobsite management. This sophisticated system is a fully integrated construction project management package. It is fully accessible from any computer terminal with internet access via our Citrix Server. This approach allows Haydon's Team Members access to all project data whether in the office, at the site, or on the road. Through the use of **Timberline**, Haydon is able to log and track all aspects of the construction project including submittals, meeting minutes, ASI & RFI logs, progress payments, owner-generated change orders, close-outs. Also included is a module for the project superintendent to keep orderly

## 9 Scope of Work

daily logs and field reports. This system provides Haydon's managers with a valuable tool to guide and track all aspects of the project. Use of this system will help to assure orderly dissemination of information with verifiable records of the information content. To communicate with potential subcontractors during the pre-construction phase, Haydon utilizes iSqFt, a powerful internet tool for distributing bid invitations, project plans, specs, and addenda to all potential vendors, enabling us to obtain the most competitive bids - this translates to cost savings for the Town.

### ■ 6 Post-Construction

Haydon will prepare a punch list of all items required for close-out of the project. Each item is collected and recorded prior to final payment of any subcontractor or supplier. Upon notice of substantial completion, Haydon will jointly inspect the facilities with Town personnel to verify construction quality has been met. Complete close-out will involve the collection of all as-builts, warranties, product information, commissioning reports, operating manuals, and training of staff members.

Haydon's commitment extends past project closeout and ensures that our clients know they will receive the best quality warranty service, quickly and comprehensively. Using our Web-Integrated Client Warranty Portal, we

have an established the 1/3/5 Rule: Respond to calls within 1 day, evaluate the concern within 3 days and correct it within 5 days. You will have an appointed Haydon Warranty Representative to contact who responds to and answers your questions during the entire process.

## 10 Insurance & Bonds

### ■ 1 Liability & Workman's Compensation Insurance

Upon award, Haydon will provide a certificate of Liability & Workman's Compensation Insurance with the stipulated limits of liability and add the Town of Florence as an additional insured.

### ■ 2 Bond

Upon award, Haydon will furnish bonds in the full penal sum of the contract price covering faithful performance of the contract and payment obligations arising thereunder.

# Resume – Cub Carter (Project Manager)



## Education & Training:

1980 B.S., Construction; College of Engineering/Applied Sciences, Del E. Webb School of Construction, Arizona State University, Tempe, AZ

## Work History:

(21 years with Haydon, 34 years total experience)

1993 - Present Haydon Building Corp, Phoenix, AZ  
Senior Project Manager

1991 - 1993 Decca Construction Co., Inc., Phoenix, AZ  
Project Manager

1987 - 1991 AZCON Construction, Phoenix, AZ - Project Manager

1980 - 1987 Del E. Webb Corporation, Phoenix, AZ - Project Engineer

## Current Commitments:

**Phoenix County Day School Aquatics Center CMAR** - Paradise Valley, AZ - New aquatics center and tennis facility at an existing campus. \$7.3 million

## Select Park & Town Center Experience:

**Pioneer Community Park D/B** - Peoria, AZ  
80-acre regional park. \$19.0 million

**Rio Vista Park Phase II D/B** - Peoria, AZ -  
22-acre district park project. \$8.0 million

**Pecos Park & Aquatic Center** - Phoenix, AZ  
- 78-acre park and aquatic center. \$18.0 million

**Foothills Community Park Phase II & Aquatics Facility Pre-Construction CMAR** - Goodyear, AZ  
- 10-acre recreation project. \$5.6 million

**Morenci Town Center CMAR** - Morenci, AZ  
8 acres of site improvements. \$2.1 million

## Additional Design/Build Experience:

**Peoria Community & Development Services Building D/B** - Peoria, AZ - 75,000 SF  
Development Services Building houses general office space. \$19 million

**Sunrise Mountain Library D/B** - Peoria, AZ  
- 22,000 SF regional library. \$8 million

**Tucson Veterans Home D/B** - Tucson, AZ  
- 137,000 SF facility. \$23.0 million

**Belden Warehouse Conversion D/B** - Phoenix, AZ - 900,000 SF industrial space conversion.  
\$35 million

**Peoria City Hall Mechanical Systems Replacement D/B** - Peoria, AZ - 20,000 SF  
central plant re-construction. \$2.7 million

## Additional Experience:

**Flagstaff Aquaplex CMAR** - Flagstaff, AZ  
- 50,000 SF new community center and indoor aquatics facility. \$13.7 million

**Salvation Army South Mountain Ray & Joan Kroc Corps Community Center CMAR**  
- Phoenix, AZ - 139,000 SF community center and indoor aquatics facility. \$31.7 million

**Morenci Community Center & Aquatics Facility CMAR** - Morenci, AZ, 55,200 SF community center and indoor aquatics facility. \$15 million

**Northern Arizona University (NAU) Aquatic Center & Tennis Facility CMAR** - Flagstaff, AZ  
- 115,000 SF indoor aquatic center and tennis facility located within the NAU north campus - \$35.0 million

**Mesa Police Substation & Police / Courts Parking Garage** - Mesa, AZ - 29,000 SF, 2-story building is a full-service substation. \$8.2 million

**Summit Healthcare Regional Medical Center Phases I-V CMAR** - Show Low, AZ - Phased interior renovation of a 56,000 SF hospital. \$10 million

**Summit Healthcare Regional Medical Center Atrium Conversion CMAR** - Show Low, AZ  
- 24,000 SF healthcare renovation. \$3.5 million

**Yavapai Regional Medical Center Women's Health Pavilion & Family Birthing Center**  
- Prescott, AZ - 50,900 SF of new construction with approximately 3,000 SF of that shelled for future development. \$10.4 million

**Wickenburg Community Hospital Wellness Center** - Wickenburg, AZ - 8,000 SF renovation of 5 acute care patient rooms, construction of a 6,000 SF wellness center. \$3 million



## Education & Training:

1983 B.S. Construction Engineering  
Kansas State University,  
Manhattan, KS

## Work History:

(21 years with Haydon, 31 years total experience)

1993 - Present Haydon Building Corp, Phoenix,  
AZ, Vice President of  
Pre-Construction

1985 - 1993 Decca Construction Co., Inc.,  
Phoenix, AZ, Vice President of  
Business Development

1984 - 1985 Butterfield Development, Inc.,  
Scottsdale, AZ, Estimator /  
Project Manager

1983 - 1984 The City of Manhattan Planning  
Dept., Manhattan, KS  
Assistant Planner

## Current Commitments:

**Mesa Spring Training Multi-Use Facility CMAR** - Mesa, AZ - Athletic field and lighting improvements. \$3.5 million

**Aspera at Joy** - Glendale, AZ - 70 acres of infrastructure for a new commercial development. \$7.0 million

## Select Park & Town Center Experience:

**Pioneer Community Park D/B** - Peoria, AZ  
80-acre regional park. \$19.0 million

**Rio Vista Park Phase II D/B** - Peoria, AZ -  
22-acre district park project. \$8.0 million

**Copper Sky Park Recreation Complex D/B**  
- Maricopa, AZ - 110-acre regional park.  
\$21.4 million

**Tumbleweed Park Phase V “Playtopia” CMAR**  
- Chandler, AZ - 26-acre city park. \$6.0 million

**Tumbleweed Park Phase IV, Pioneer Parkway & North Parking Lot D/B** - Chandler, AZ - 12 acres of site improvements at an existing park. \$2.3 million

**Pecos Park & Aquatic Center** - Phoenix, AZ  
- 78-acre park and aquatic center. \$18.0 million

**Foothills Community Park Phase II & Aquatics Facility Pre-Construction CMAR** - Goodyear, AZ  
- 10-acre recreation project. \$5.6 million

**Chuparosa Park Phase II D/B** - Chandler, AZ  
- 12 acres of development on existing park.  
\$1.1 million

**Morenci Town Center CMAR** - Morenci, AZ  
8 acres of site improvements. \$2.1 million

**Arizona State University Artisan Court CMAR**  
- Tempe, AZ - Pedestrian mall at the Brickyard on Mill Avenue. \$1 million

**Spring Mountain Ski Ranch Phases I & II**  
- Buckeye AZ - 167-acre recreation project.  
\$5 million

## Town of Florence Experience:

**Browning-Miller Readiness Center D/B**  
- Florence, AZ - 82,400 SF public safety facility,  
LEED Gold. \$15.3 million

**Florence Field Maintenance Shop CMAR**  
- Florence, AZ - 20,224 SF maintenance facility,  
LEED Gold. \$10.8 million

## Additional Design/Build Experience:

**Camp Navajo Building #1 Renovation D/B**  
- Belmont, AZ 12,000 SF historic renovation,  
LEED Silver. \$2.9 million

**Peoria Community & Development Services Building D/B** - Peoria, AZ - 75,000 SF Development Services Building houses general office space. \$19 million

**Tucson Veterans Home D/B** - Tucson, AZ  
- 137,000 SF facility. \$23.0 million

**Papago Readiness Center D/B** - Phoenix, AZ  
- 66,500 SF public safety facility, LEED Gold.  
\$16.4 million

**Sunrise Mountain Library D/B** - Peoria, AZ  
- 22,000 SF regional library. \$8 million

**Casa Grande Community Center DB** - Casa Grande, AZ - 50,000 SF community recreation and aquatic center. \$15.0 million

**Belden Warehouse Conversion D/B** - Phoenix, AZ - 900,000 SF industrial space conversion. \$35 million

**Peoria City Hall Mechanical Systems Replacement D/B** - Peoria, AZ - 20,000 SF central plant re-construction. \$2.7 million

**SRP PAB Central Plant Upgrade Phase I D/B** - Tempe, AZ - Cooling tower replacement. \$864,000

# Resume – Pat Wauneka (Project Superintendent)



## Education & Training:

Phoenix Institute of Technology, Automotive

Navajo Community College, Business Management

Arizona Carpenters Joint Apprenticeship & Training, Journeyman Certificate

## Work History:

(8 years with Haydon, 22 years total experience)

2006 - Present Haydon Building Corp, Phoenix, AZ  
Project Superintendent

2004 - 2006 Foresite Design & Construction, Tempe, AZ  
Project Superintendent

2001 - 2004 Western Native Construction Inc, Glendale, AZ  
President

2000 - 2001 Primary Systems Service Group  
Project Manager

1992 - 2001 SD/B Inc, Phoenix, AZ  
Site Lead, Project Superintendent, General Foreman, Foreman, Project Manager

## Current Commitments:

**ASU Lab 116 Renovation CMAR** - Tempe, AZ - Renovation of an electronics research lab. \$1.0 million

## Select Park & Town Center Experience:

**Rio Vista Park Phase II D/B** - Peoria, AZ - 22-acre district park project. \$8.0 million

**Hermoso Park** - Phoenix, AZ - 5-acre district park. \$300,000

## Additional Design/Build Experience:

**Belden Warehouse Conversion D/B** - Phoenix, AZ - 900,000 SF conversion of a manufacturing plant into mixed-use space. \$35 million

## Additional Experience:

**Arizona State University West Sun Devil Fitness Complex CMAR** - Glendale, AZ - 60,000 SF LEED Silver recreation facility. \$18.6 million

**Arizona State University Chandler Innovation Center CMAR** - Chandler, AZ - 33,000 SF academic renovation, LEED Silver. \$3.4 million

**South Mountain Community Library & Learning Resource Center CMAR** - Phoenix, AZ - 51,000 SF library and 20,000 SF renovation. \$23.2 million

**Chili Davis Premier Baseball Facility at Rio Vista Park** - Peoria, AZ - 1,680 SF baseball batter training facility. \$537,000

**Pinon Community Center, Boarding School & Dormitories** - Pinon, AZ - 200,000 SF Navajo community center, boarding school and dormitories. \$15.2 million

**Pinon High School** - Pinon, AZ - 92,000 SF new public high school. \$13.5 million

**City of Tempe Courts** - Tempe, AZ - New second floor courtroom. \$245,000

**American Express** - Phoenix, AZ - Tenant improvement of three four-story buildings. \$1.5 million

**Baseline Flower Shop** - Phoenix, AZ - 1,700 SF metal building with 20 parking spaces. \$400,000

## MICHAEL G. PARK, ASLA

### Senior Landscape Architect

**Expertise** Site and Facility Planning and Design  
Recreation Planning and Design

**Academic Background** BLA, Landscape Architecture, Kansas State University

**Representative Experience** Mr. Park is a senior landscape architect for EPG. He has 31 years of project experience, including recreation planning and design, urban design and construction documentation for public works, commercial, and office projects. His professional skills include master planning, site planning, site design, design guidelines, preparation of construction documents and specifications, and construction administration. Mr. Park is also proficient in the use and management of computer-aided design. As a project manager he has had prime consultant responsibilities for a wide range of projects throughout Arizona and the Southwest for multi-discipline projects, including the oversight of projects with significant architectural facility design and construction. Mr. Park's experience includes project management of many multi-disciplined projects, which have included architecture, all aspects of engineering (civil, mechanical, plumbing, electrical, structural, geotechnical, environmental), landscape architecture, and planning. He has led these projects from project kick-off through construction administration, including the oversight and coordination of all disciplines for final construction documents and building permit review.

### Representative Projects

- **Daley Park Renovation, Tempe, Arizona** - Landscape Architect-of-Record and Quality Assurance/Quality Control manager and for the redevelopment of this aging and historic neighborhood park in central Tempe. Dating to the 1950s the flood irrigated park was in need of a renovation to provide a level-of-service back to the surrounding neighborhoods. Including in the renovation was a master plan revision, softball and soccer field reconstruction, group and individual picnic areas, multi-age playgrounds, splash pad, restroom facility, multi-use path, hummingbird garden, and landscape areas that are in keeping with the established community. The project was through the CMAR delivery method.
- **Pioneer Community Park, Peoria, Arizona** – A landscape architect for the design and construction document development for an 85 acre regional sports and community park facility. Mr. Park oversaw the preparation of the project specifications for the community park. Facilities included 6 tournament style baseball fields, 4 soccer fields, a 5 acre urban fishing and irrigation pond, skate park, dog park, specialty gardens, themed play and splash pad areas.
- **Earl Edgar Recreation Facility Renovation, Buckeye, Arizona** – Project Manager for the master planning and renovations to the Town of Buckeye's sports facility. The master plan included identifying and locating program components in the 18-acre park that dates back to the 1970s. To kick-off the renovations, the Town undertook revitalizing this park by reconstructing two Little League fields—one by assistance of the Arizona Diamondbacks as the Craig Counsell Field of Dreams. EPG prepared the construction documents for the renovation, which included two softball fields with a soccer overlay, one new soccer field and lighting, playground, walking path, batting cages.
- **Foothills Community Park, Master Plan and Phase 1, Goodyear, Arizona** - Project Manager for a 40-acre community park in the Estrella Mountain Ranch area. Work included a 3-day public charrette for the master planning process and subsequent preparation of construction documents for Phase 1. The 13-acre Phase 1 included three Little League Fields, soccer field, parking, and open space areas.



- **Foothills Community Park, Master Plan and Phase 2, Goodyear, Arizona** - Project Manager for the 12-acre expansion. Work included a modification to the master plan, public meetings, and construction documents. The expansion included an aquatic center with an eight-lane competition pool, diving well, play pool, slide towers, lazy river, flow rider, control/shower building, and a lifeguard building. The expansion also included a baseball field with shade covered grandstands and a maintenance building. The project was through the CMAR delivery method.
- **Downtown Pedestrian Improvements Study, Glendale, Arizona** – Landscape architect for the evaluation and downtown streetscape renovation and expansion of the Downtown Glendale Design Guidelines to a 50-block neighborhood area adjacent to downtown Glendale. The study evaluated the pedestrian system in the downtown area, including connections to the Glendale Urban Shuttle. The project culminated with a design concept report on the pedestrian improvements, including pedestrian alleyways, and the development of 15% design plans. As a sub-project of the Glendale On-Board Transportation Program Management, the concepts were a component of the DCR for final design consultant selection.
- **Superstition Shadows Park, Apache Junction, Arizona** – Project Landscape Architect for the master planning and Phase 1 construction documents for this community park, which is located on Apache Junction School District property. Mr. Park worked closely with the City of Apache Junction and the school district on the master plan to coordinate dual uses of many facilities, such as tennis courts, softball field and picnic ramadas that are also bus shelters. He oversaw the design of the grading, hardscape, landscape, and irrigation as well as coordinated with Maricopa County Flood Control District on an aesthetic redesign of a flood control channel that bisected the site.
- **Pecos Park, Phoenix, Arizona** - Project Manager for the 90-acre park development project that included outdoor sports fields, aquatics center with play and competition pool, separate diving well, tennis courts, sand volleyball courts, basketball courts, skate park, and future community center. The design team fully integrated the park design to link all park elements into a cohesive form using well planned vehicle ingress, access ways, drives, parking facilities, lighted pathways, and trails. A 30-acre-foot retention basin was implemented on the east side of 48th Street with joint use for storm water management and lighted soccer fields, softball fields, tennis and basketball courts. The design team provided a final lighting design and field orientation on the floor of the basin.
- **Anthem Community Park, Anthem, Arizona** - Project Manager for a 70-acre community park, a component of the master planned community located north of Phoenix. This project was master planned as a multiple phase project to match yearly development budgets. Phases 1-12 of Anthem Park included Little League facilities, softball and soccer fields, a catch-and-release fishing lake, a ¾-mile miniature railroad, sport courts, a roller-hockey rink, ramadas for large groups, and picnic facilities.

### Professional Registrations and Affiliations

Registered Landscape Architect (Arizona No. 27770 and Utah No. 4804157)  
 American Society of Landscape Architects  
 Arizona Forward Association, Valley Forward Region Board of Directors  
 National Charrette Institute, Certified Charrette Planner  
 ADOT Erosion Control Coordinator  
 City of Phoenix Self-Certified Professional, Landscape and Parking Lot Plans

## JOHN J. GRIFFIN, RLA

### Landscape Architect

**Expertise** Park and Recreation Planning and Design  
Landscape Architecture Planning and Design  
Visual Resource Assessment and Mitigation Planning

**Academic Background** BLA, 2004, Utah State University  
AAS, 2004, CADD Drafting

**Representative Experience** Mr. Griffin serves as a Senior Designer and Project Coordinator with the Landscape Architecture group at EPG. His work and experience includes design, planning, and construction administration services for multiple projects including parks and trails, flood control facilities, commercial developments, and multi-use utility, public agency and residential developments.

Mr. Griffin has served as the team landscape architect on numerous projects that incorporated recreation and scenery resources into regional-scale planning studies. His design experience continues to emphasize finding and implementing value-added opportunities that deliver unique and successful projects that respond to their physical and cultural environments while providing in-budget results. This work includes agency and stakeholder coordination to incorporate neighborhood, community and regional park facilities into flood control facilities, designing recreation uses for reclaimed sites such as landfills, and vegetative restoration design for disturbed landscape areas.

In addition to his recreation planning and design work, Mr. Griffin volunteers as a member of the McDowell Sonoran Conservancy's Scientific Advisory Committee, providing planning support to the MSC on the development of the Ecological Resource Plan currently being developed.

- Representative Projects**
- **Parks, Recreation, Open-Space, and Trails (PROST) Master Plan 2013**, City of Peoria, Arizona -
  - **South Chaparral Sports Complex**, City of Scottsdale, Arizona - As Project Coordinator, Mr. Griffin prepared and coordinated project work including conceptual presentation graphics, project cost evaluations, the Design Review Board submittal, and construction documentation preparation; coordinated sub-consultant submittals; coordinated construction administration efforts including submittal reviews, site inspections, and architect's supplemental instructions.
  - **Paseo Vista Recreation Area**, City of Chandler, Arizona - As Project Coordinator and Senior Designer, Mr. Griffin developed and coordinated the conceptual design, master planning, overall site planning and unique recreational facility design for the award-winning 65 ac. recreation area located atop the closed City of Chandler Landfill. Mr. Griffin also oversaw construction document preparation and construction administration efforts. Recreational uses for this unique facility include an archery range, 18-hole disc golf course, multi-cell dog park, interpretive play area, and trail system. Work performed included conceptual master plan development, facilitating meetings with community members and interest groups with specific knowledge and interest in the facilities planned for the site; preparing presentation graphics for meetings and city parks board review; preparing and coordinating construction document submittals; coordinating construction efforts between the City of Chandler and the construction manager at-risk. Paseo Vista was recognized by Valley Forward with a Crescordia Award at their annual environmental excellence awards in the category of Open Space - Parks.

- **Tempe Western Canal Trail**, City of Tempe, Arizona - Assisted in the development of design themes, landscaping, trail layouts and aesthetic treatments for this 5.5 mile linear corridor project. Unique design elements were carefully integrated within the strict infrastructural requirements of SRP for both the adjacent canal and the overhead power corridor. The Tempe Western Canal Trail was recognized by Valley Forward with a Crescordia Award.
- **Lantana Ranch Park/Queen Creek Retention Basin**, City of Chandler, Arizona - As Project Coordinator and Senior Designer, developed and coordinates the master planning and site design for this 70 acre park facility. Completed work includes the development of the conceptual site plan and coordination with sub-consultant and city engineers on the incorporation of a regional storm water retention basin into the site design. Client concerns regarding the common aesthetic of retention basin parks were addressed by working closely with the client and engineering team to incorporate creative basin and grading design solutions with the aesthetics and site planning for the park. Careful coordination with the several reviewing agencies has helped to ensure that all project goals and requirements are being met.
- **Maricopa County Regional Trail Segments 10, 17, and 19**, Maricopa County, Arizona - Mr. Griffin served as the Project Coordinator and Project Designer for EPG in providing the Maricopa County Parks and Recreation Department with design and construction administration services for the first three planned segments of the Maricopa County Regional Trail. The Spur Cross Trail (Segment 19), longest of the newly constructed trail segments, was recognized with an Award of Merit by Valley Forward in the category of Open-Space and Connectivity – Trails, for their annual Environmental Excellence Awards.
- **Rainbow Valley Area Drainage Master Plan** – Mr. Griffin served as the project landscape architect on the Rainbow Valley Area Drainage Master Plan (ADMP), a regional flood protection study that sought to integrate stormwater risk mitigation with the protection and enhancement of regionally-significant recreation, biological, and scenic resources. During this effort, Mr. Griffin met with the City of Goodyear’s staff on multiple occasions in the effort to identify critical concerns related to the co-location of recreation facilities with flood control facilities. This coordinate led to the inclusion of important recreation-related planning features in the final ADMP recommendations, including City of Goodyear preferences for the types of recreation structures that could be co-located in retention basins as well as design guidelines for trails located adjacent to or within natural washes.

### Professional Registrations and Affiliations

Registered Landscape Architect (Arizona No. 50055)  
American Society of Landscape Architecture – Arizona Chapter  
Arizona Riparian Counsel  
McDowell Sonoran Conservancy – Scientific Advisory Committee Member

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**DON W. RYDEN, AIA**  
**Architect, Planner, and Historic Preservation Specialist**

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**Firm:**

Ryden Architects, Inc, Phoenix, AZ.  
President and Founder, 1984

**Professional Association:**

Central Arizona Chapter,  
American Institute of Architects, since 1977

**Registration:**

Architecture, Arizona #11028 1977  
NCARB, 1996  
Architecture, Nevada #3833 1997

**Education:**

B. Arch., Arizona State University, 1973

**Professional Recognition:**

AZ Governor's  
Heritage Preservation  
Honor Award  
for Individual Achievement, 1994

**AIA Arizona Firm of the Year 2008**

**AIA Arizona Architects Medal 2012**

**Qualifications:**

- Qualifies as both a Historical architect and Architectural historian per The Secretary of the Interior's 36 CFR Part 61, Apdx. A
- Materials conservation consultant
- Historic preservation Section 106 compliance consultant
- Author of National Register nominations and architectural context studies
- Preservation planner
- Adaptive use / rehabilitation architect
- AZ Main Street Program consulting architect
- Forensic evaluator of buildings
- Lecturer in historic preservation
- Historic preservation advocate
- Integrates Green Architecture principles into rehabilitation designs

Highly regarded in the Southwest as **an architect and planner specializing in historic preservation**, Don Ryden is sought after to prepare the full range of preservation activities. His work includes building stabilization, restoration, preservation, adaptive-use rehabilitation, materials conservation, historic resource surveys, National Register nominations, HABS documentation, building condition analyses, and contextual infill design. Mr. Ryden's preservation planning work often integrates with historic and prehistoric archaeology and in dealing with governmental consultation with SHPO per Section 106 of the National Preservation Act. Since 1977, he has conducted more than 50 successful restoration and rehabilitation projects and has received more than 20 preservation awards. Don Ryden's credentials meet the Secretary of the Interior's Professional Qualifications Standards under 36 CFR Part 61 Appendix A as **both a historical architect and an architectural historian**. Mr. Ryden is active in the community as a **passionate advocate for the architectural profession and historic preservation**. Don Ryden has served as the Arizona State Historic Preservation Coordinator for the AIA, was a member of the Arizona Historic Advisory Commission, and currently serves as vice-chairman of the State Historic Sites Review Committee (member since 1993).

**Experience with Florence Historic Preservation**

Don Ryden has successfully served the historic preservation consultation needs of the Florence community on many important rehabilitation and economic development projects. His first personal experience in town with architect Jerry Doyle was at the McFarland State Historic Park in 1982 with the McFarland Archives Building. Since then, he has worked frequently with the local preservation proponents, Town agencies, HP Commission, Main Street and with SHPO. Already long familiar with the town history, streetscape setting and politics, in 1995 Don completed the Silver King Hotel and Adobe House preservation plan and stabilization project. His work in 2009 stabilized the adobe of the First Pinal County Courthouse (1878).

**Current Project Commitments**

- Schieffelin Hall Adobe Façade Restoration – Tombstone National Landmark (03/14)
- Prison North Wall Reconstruction– Yuma Territorial State Historic Park (09/14)
- Birchett House Stabilization as Food Truck Park and Restaurant – ASU (07/14)
- Hannah's Hill Winery Master Plan and Tasting Room/Restroom – Sonoita (09/14)
- Downtown Tucson Historic District National Register Nomination – Tucson (02/14)

**Relevant Experience**

- Silver King Hotel & Adobe House – Building Analysis & Stabilization, Florence
- First Pinal County Courthouse Adobe Stabilization – McFarland State Historic Park
- Ernest McFarland Memorial Restoration – Bolin Memorial Plaza, Phoenix
- Visitor Center, Restrooms & Snack Bar – McCormick Railroad Park, Scottsdale
- Elias-Rodriguez Adobe House Restoration & Heritage Park Development – Tempe
- Windsor Beach Concession Complex & Contact Station – Lake Havasu State Park
- Tumbleweed Park Historic Farmyard & Building Restoration – Chandler
- New Public Restroom, Rehab of Bungalow & House– Slide Rock State Historic Park
- Adobe Stabilization of James Douglas Mansion – Jerome State Historic Park
- Adobe Stabilization of the Adjutant's Office – Fort Verde State Historic Park

# STEVE LEWIS, PE

## Civil Project Manager

### *Professional Summary*

Steve has more than 19 years of engineering experience. Steve specializes in park design and site civil engineering. Steve's project experience is specific to enhancement project design, multi-use path trails, parks, sidewalks, safe routes to school programs, landscaping/irrigation, historic architecture, utility coordination, construction document preparation, post-design and public involvement services for local municipal agency projects. He is acknowledged for his client responsiveness, goal oriented approach, and ability to guide design teams. His capabilities include regulatory and funding agencies coordination and construction administration.

Steve is 60% available for this project. His current project commitments include: Peoria Camino-a-Lago Park (06/2014 end date); Pulte Sun City Festival (12/2015 end date); Portland Park (12/2014 end date).

### *Relevant Project Experience*

**Community Park #2/Pioneer Community Park Design Build (City of Peoria).** Project Manager. The project involved surveying and civil engineering services for the City's second community park Design-Build project. Services included complete mass grading evaluation for the entire site, finish grading construction documents, water main infrastructure loop, sewer main infrastructure, drainage design, maintenance facility improvements, roadway design, mass excavation, and SRP coordination.

**Rio Vista Park and Recreation Center Phase II Design Build (City of Peoria).** Project Manager. The project included site civil design, grading and drainage, traffic, and utility design for a 40-acre community Design-Build park and community center which provides a variety of recreational activities, including basketball and racquetball courts, gymnasium and a rock climbing wall.

**Sahuaro Ranch Park Improvements (City of Glendale).** Project Manager. The project involved park master plan services, site analysis, grading, drainage, survey, and utility coordination to upgrade an 83-acre regional park. Final engineering included improvements to softball fields and surrounding park areas. Construction administration was provided. Park modifications included pedestrian connectivity, walkway upgrades, landscaping, irrigation, trails, historical architecture upgrades, way-finding, and lighting fixtures.

**Camino-a-Lago Neighborhood Park (City of Peoria).** Project Manager. Current services include planning, public involvement, design, utility coordination, drainage design, landscape and irrigation design, and construction assistance for this new 6.8-acre neighborhood park. Amenities include multi-use turf areas, covered picnic areas, shaded playground areas, hardcourts, lighting, parking areas, signage, wayfinding, connectivity, and ADA-compliant access ramps.

**Crosscut Canal Multi-Use Path Phase II (City of Tempe).** Project Engineer. Project included surveying and civil engineering for a multi-use path project which involved pedestrian connectivity trail systems, rest comfort nodes, environmental educational nodes, canal riparian walkways, bike route connections, and links to recreational amenities to comply with ADA requirements.

**Hallman Park (City of Tempe).** Project Manager. Civil engineering and surveying services for park improvements included design of grading, drainage, paving improvements, and plans for stabilization of the lake edge and approximately 40-linear feet of retaining wall. Limited boundary survey and topographic survey were provided to include existing improvements, buildings, sidewalks, slabs, parking lots, trails, street improvements, surface utilities, drainage facilities, irrigation ditches, ponds, and trees.

**Maricopa Fire Station No. 572 (City of Maricopa).** Project Principal. Civil engineering design of a new 6,000-foot fire station facility location in the City of Maricopa. Services included plan review, grading, drainage and utility plans, and post construction.

**Eloy Industrial Park (Jerry and Debbie Ivy).** Project Principal. Coordination with property manager, industrial tenants, City of Eloy, Pinal County, and FEMA to identify specific flood hazard mitigation solutions that would remove existing buildings out of floodplains. Two miles of Zone "A" floodplain was refined and mitigation recommendations included base flood elevations determination.

### *Education*

*BS, Civil Engineering, Northern Arizona University*

### *Registration(s)*

*Professional Civil Engineer:  
AZ #34589; NM (Pending)*

### *Employment History*

*Ritoch-Powell & Associates,  
Principal (2005-Present)*

*Parsons, Project Engineer  
(2002-2003)*

*Woodson Engineering &  
Surveying, Inc., Associate  
Principal (1998-2002)*

*Gutierrez-Palmenberg, Inc.,  
Project Engineer/Manager  
(1994-1998)*





**R. SCOTT WRIGHT, P.E.**  
*President / Electrical Engineer*

**Education:**

Bachelor of Science  
Electrical Engineering, 1999  
Arizona State University  
Tempe, Arizona

Master of Business  
Administration, 2002  
University of Phoenix  
Phoenix, Arizona

**Registration:**

**Professional Engineer - Electrical**  
Arizona #37992  
California #E18874  
Nevada #020670  
Texas #112456  
Idaho #15513  
Lighting Certified (LC)

**Memberships:**

Illuminating Engineering Society  
(IES)  
IESNA Phoenix Section Past  
President  
Arizona Consulting Engineers  
Council (ACEC)  
IES Streets and Area Lighting  
Committee Member

**Current Project Commitments:**

West Mesa Sports Complex 15% Time

All other projects are near completion.

R. Scott Wright is the President of Wright Engineering Corporation. Mr. Wright has 20 years experience all with the firm in municipal park and lighted athletic field enhancements and the associated electrical engineering. He has participated on numerous award winning lighting design projects throughout the State of Arizona. He is closely affiliated with the Illuminating Engineering Society of North America (IESNA) and serves as the Arizona Section President. He also serves on the national IES Streets and Area Lighting Committee and as a state instructor of the Fundamentals of Lighting-Exterior Lighting Course.

**RECENT REPRESENTATIVE PROJECTS:**

**Anthem Merrill Ranch Community Park, Florence, AZ** – Provided lighting and electrical design for the community park including pathway lighting water feature lighting, water feature pump power, sports lighting, parking lot lighting and playground lighting.

**Eastlake Park, Phoenix, AZ** – Provided electrical engineering and lighting design for pathway and open space lighting, landscape and monument lighting, ramada lighting with photovoltaic grid tied system and amphitheatre lighting.

**Civic Space Park, Phoenix, AZ** – Provided electrical engineering and lighting design for open space pedestrian lighting decorative splash pad lighting and splash pad actuator power, shade structure lighting with photovoltaic grid tied system and decorative art piece lighting.

**Water Tower Plaza, Gilbert, AZ** – Provided electrical engineering and lighting design for this small downtown park with a splash pad, lighted water features, landscape lighting and pedestrian oriented ambient lighting.

**Copper Sky Park, Maricopa AZ** - provided electrical and lighting design services for this project to include all entry roads, parking lots, pathway and security lighting, 8 soccer fields, 3 softball, 1 baseball, 2 basketball, 2 tennis, 2 volleyball court lighting, skatepark, playgrounds, 2 horseshoe pits, irrigation pump station, and ramadas. This was a design build project.

**El Oso Park, Phoenix, AZ** – Provided electrical engineering and lighting design for pathway and open space lighting, landscape and monument lighting, ramada lighting, basketball and volleyball court lighting, parking lot lighting, tot lot lighting and lighting design for the “Tree” art piece.

**Dust Devil Park, Phoenix, AZ** – Provided electrical engineering and lighting design for pathway and open space lighting, ramada lighting with photovoltaic grid tied system, skate park lighting and basketball court lighting.

**Snedigar Sportsplex, Chandler, AZ** - Lighting Design for two Multi-Purpose baseball/soccer fields, three soccer fields, Skate Park, and Parking Lot; and Electrical Design for Restroom Building, Concessions Buildings, and Maintenance Building.

**Earl Edgar Recreation Facility, Buckeye, AZ** – Lighting and electrical design renovation for Recreational Facility including two soccer fields on a design build contract.

**Gregory Piraino, P.E.**  
*Principal Mechanical Engineer*  
*Applied Engineering Inc*

**Phone: 480-968-3070 x 101**  
E-mail: [gregp@appliedengineering.ws](mailto:gregp@appliedengineering.ws)  
[www.appliedengineering.ws](http://www.appliedengineering.ws)

#### **REGISTRATION**

*Arizona Mechanical Registration 29717*  
*Expires 12/31/16*

#### **EDUCATION**

*Bachelor of Science Mechanical Engineering; University of Arizona, 12/88*

*Construction Supervisor Certificate; General Contractors of America, 3/96*

*LEED Accredited Professional; US Green Building Council, 9/03*

*US DOT Safety Regulations Certificate; Transportation Safety Institute, 10/96*

*Certificate of Achievement, Arizona Corporation Commission, Gas Pipeline Safety Section, 4/96*

#### **PARK BUILDING PROJECT EXPERIENCE**

*City of Phoenix*

*Downtown "Civic Space Park" AE England Building*  
*Standard Park Restroom Design - numerous*  
*South Mountain Restrooms Renovation*

*City of Scottsdale*

*Civic Center Mall Restroom Bldg*  
*Little League Concession & Restroom Bldg*

*Pinon School District*

*Sport Concession & Restroom Bldg*

*Sanders School District*

*Sport Concession & Restroom Bldg*

## **Applied Engineering**

As the founding Principal Engineer of Applied Engineering, Mr. Piraino has extensive knowledge in mechanical HVAC, plumbing, and LEED engineering. Since 1995, Applied's services have included engineering design, engineering consulting reports, energy modeling, **USGBC LEED** projects, project management, construction and commissioning management. Gregory Piraino has considerable experience coordinating diverse professionals including: owners, developers, architects, electrical, structural, and civil consultants, specialized suppliers, construction firms, and local authorities.

#### **BUILDING MECHANICAL (HVAC) & PLUMBING**

Applied Engineering has provided mechanical engineering on over 1500 of Arizona's finest institutional, commercial, educational, industrial and commercial buildings and facilities improvement projects as well as **Historic Preservation (HP)** projects for historically and culturally significant buildings in Arizona. Mechanical HVAC and plumbing projects have included designs for high efficiency training centers, educational facilities, maintenance buildings, offices, administration areas, LEED sustainable buildings, and custom residences.

#### **PINAL COUNTY HISTORIC PROJECT EXPERIENCE**

*Pinal County Courthouse Restoration (c1891)*  
*Mechanical Engineer of Record*

*Governor's Grand Award for Historic Preservation 2013*  
*Arizona Forward Environmental Excellence Merit Award*  
*Engineering Record Government Project of the Year*

#### **HISTORIC PRESERVATION PROJECT EXPERIENCE**

Sensitive integration and blending of modern efficient MPE systems into historically significant buildings:

*Wrigley Mansion Renovation (c 1932)*  
*Kemper-Goodwin Award (AIA) 2004*

*AE England Building (c 1926)*  
*Arizona Historic Preservation Honor Award 2010*

*Brown Strong Reeves House (c 1883)*  
*Arizona Historic Preservation Honor Award 2003*

*Brockway House (c 1909)*  
*Arizona Historic Preservation Honor Award 2009*

*Ellingson Warehouse/Hicks' Machine Shop (c 1909)*  
*National Register of Historic Places*