

**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, MAY 5, 2014, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

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

**3. ADJOURN TO EXECUTIVE SESSION**

**For the purpose of discussion and consultation of the public body in accordance with A.R.S. 38-431.03(A)(3) and A.R.S. 38-431.03(A)(4) to obtain legal advice from the Town Attorney and to discuss and consider the settlement of pending litigation. For the purpose of discussion and consultation of the public body in accordance with A.R.S. 38-431.03(A)(4) and A.R.S. 38-431.03(A)(7) to consider the purchase of water and wastewater infrastructure and discuss negotiations related thereto.**

**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 zone change request by the Town of Florence to change existing zoning on multiple properties from Neighborhood Office to Downtown Commercial and first reading of ORDINANCE NO. 610-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE DOWNTOWN COMMERCIAL (DC) ZONE CHANGE LOCATED IN AN AREA GENERALLY BOUND BY RUGGLES STREET TO THE NORTH, BUTTE AVENUE TO THE SOUTH, BAILEY STREET TO THE WEST AND PINAL STREET TO THE EAST AND INCLUDING PROPERTY**

LOCATED AT THE SOUTHEAST CORNER OF PINAL STREET AND 8TH STREET (PZC-11-14-ZC).

- b. **Public hearing on Ordinance** No. 606-13: 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 150.047 DISTRICT USE REGULATIONS TABLES (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION (PZC-34-13-ORD).
  - c. **Presentation on** Southeast Valley Transit System Study.
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. **\*Approval of accepting** the register of demands ending March 31, 2014, in the amount of \$1,616,075.05.
  - b. **\*Authorization to enter** into an intergovernmental agreement for provisions of services with the Pinal County Recorder for elections and voter registration services.
  - c. **\*Resolution No. 1432-14:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUNDS), CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

#### 10. NEW BUSINESS

- a. **Discussion on the** development of a Town of Florence Art Program.
- b. **Discussion/Approval/Disapproval** of the FY2014-2015 employee benefit program with Blue Cross/Blue Shield of Arizona for medical; Teladoc for 24/7 physician access benefits; Principal Financial Group for dental and life insurance; Vision Service Plan for vision insurance; EAP Preferred for Employee Assistance Program; AFLAC for supplemental insurance products; and Infinisource to administer our Section 125 flexible benefit account plan.
- c. **Discussion/Approval/Disapproval** of setting a date to approve the Johnson Utility LLC Purchase Agreement and Management Agreement.

## 11. DEPARTMENT REPORT

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

## 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 MAY 2, 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<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>8a.</b>  |
| <b>MEETING DATE:</b> May 5, 2014<br><br><b>DEPARTMENT:</b> Community Development<br><br><b>STAFF PRESENTER:</b> Mark Eckhoff, AICP<br>Community Development Director<br><br><b>SUBJECT:</b> Ordinance No. 610-14:<br>Downtown Commercial DC Zone Change<br>(PZC-11-14-ZC) |   | <input type="checkbox"/> Action<br><input type="checkbox"/> Information Only<br><input checked="" type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input checked="" type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input checked="" type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other |

**RECOMMENDED MOTION/ACTION:**

Public hearing and first reading only on May 5, 2014.

On May 19, 2014, motion to adopt Ordinance No. 610-14 for the Downtown Commercial DC Zone Change.

**REQUEST:**

A zone change request by the Town of Florence to change existing zoning on multiple properties from Neighborhood Office (NO) to Downtown Commercial (DC) in an area generally bound by Ruggles Street to the north, Butte Avenue to the south, Bailey Street to the west and Pinal Street to the east and including property located at the southeast corner of Pinal Street and 8th Street.

**BACKGROUND/DISCUSSION:**

The Downtown Commercial (DC) Zoning District currently encompasses a land area that is generally bordered by Ruggles Street to the north, Butte Avenue to the south, Granite Street to the west and Bailey Street to the east. The purpose of the DC Zoning District is to provide a legal zoning category that helps to maintain and enhance the character of the Downtown historic core. The intent of the District is to promote a pedestrian-oriented specialty retail district by encouraging the improvement of the pedestrian environment, delineating the appropriate land uses within the District and ensuring that new buildings are designed to be compatible with the historic fabric of the area and development continues to occur at the appropriate scale.

A range of uses are permitted in the DC Zoning District that are intended to encourage and promote a pedestrian environment, specialty retail and historic character. Residential uses are encouraged as part of mixed use developments, ideally by being vertically or horizontally integrated into commercial and office environments. The range of uses permitted in the DC Zoning District are intended to underscore the uniqueness of the area.

In January 2013, the Mayor and Town Council of the Town of Florence approved multiple staff-initiated text changes to the DC Zoning District to improve reinvestment opportunities and enhance economic development in the District. These included: changes to allow hotels, bed and breakfast facilities, movie theaters and grocery stores as principally permitted uses in the DC Zone; providing consistency in setback requirements for commercial and residential uses; and eliminating most on-site parking requirements in the District.

Ultimately, the boundaries of the DC District should be expanded per the goals of the 2020 General Plan and Redevelopment Plan and to generally mirror the core of the Downtown Historic Business District.

Over the past year, staff has been working with property owners to expand the DC District. The Town is sponsoring this application that includes 12 private property owners and two Town owned properties that are located between Butte Avenue and Ruggles Street and between Bailey Street and Pinal Street. Additionally, the 1940's era adobe Ortega building located at the southeast corner of Pinal Street and 8<sup>th</sup> Street and the adjacent undeveloped Catholic Church property to the south are now included for this DC Zoning.

**ANALYSIS:**

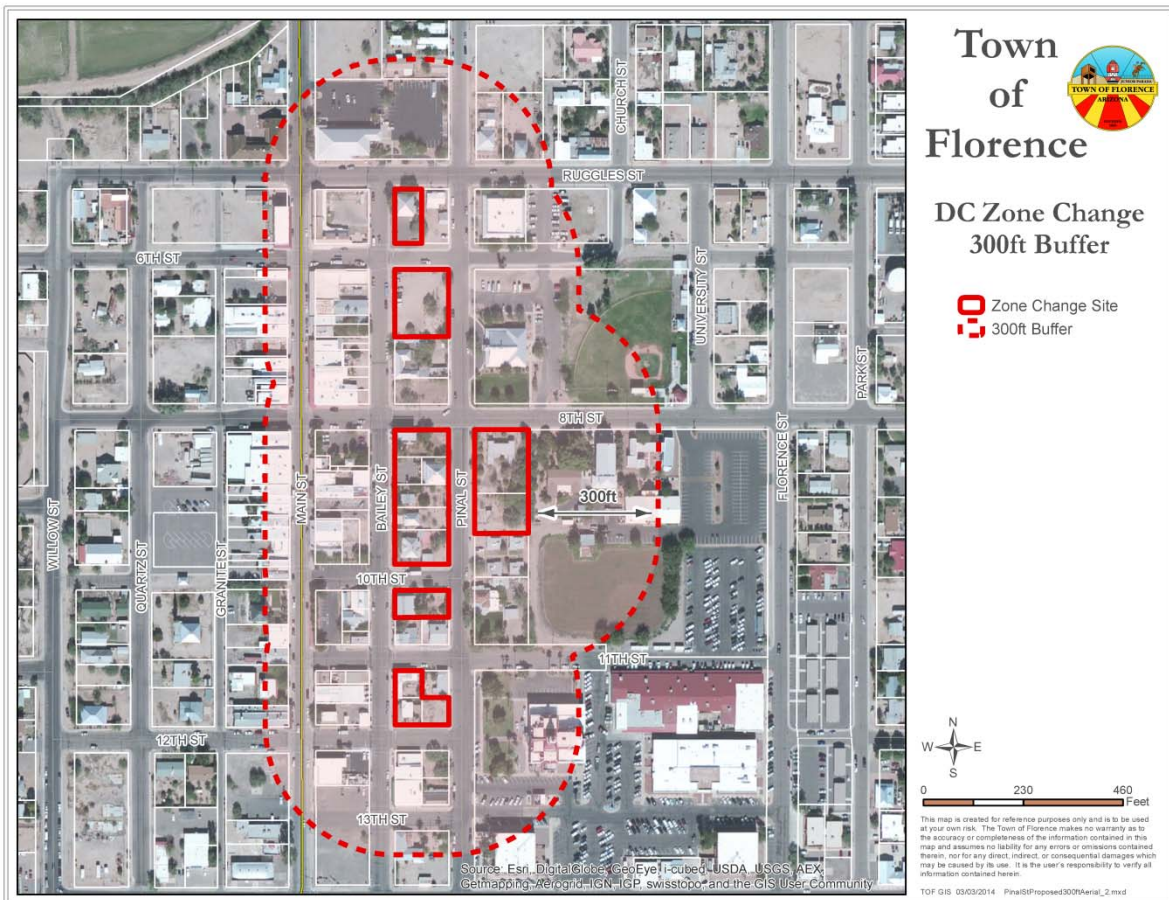
The purpose of this application is to obtain a zone change approval for several property owners within the Historic District and identified by their Assessor's Office Parcel Numbers:

| Parcel Numbers | Property Owner/s      | Current Zoning      |
|----------------|-----------------------|---------------------|
| 1. 200-48-053B | Kari Maud             | Neighborhood Office |
| 2. 200-48-0630 | Barbara & Jack Moraga | Neighborhood Office |
| 3. 200-49-0110 | Town of Florence      | Neighborhood Office |
| 4. 200-49-0130 | Town of Florence      | Neighborhood Office |
| 5. 200-49-0120 | Dixie Legler          | Neighborhood Office |
| 6. 200-49-022B | Dixie Legler          | Neighborhood Office |
| 7. 200-49-022A | Dixie Legler          | Neighborhood Office |

|                |                           |                     |
|----------------|---------------------------|---------------------|
| 8. 200-49-0230 | Mosaic Church             | Neighborhood Office |
| 9. 200-49-024C | Joel Meacham              | Neighborhood Office |
| 10.200-49-024B | Catholic Church           | Neighborhood Office |
| 11.200-49-0320 | Richard & Elizabeth Smith | Neighborhood Office |
| 12.200-49-0430 | Annette McDougall Trust   | Neighborhood Office |
| 13.200-49-0450 | Melissa Ritchey           | Neighborhood Office |
| 14.200-49-0460 | James and Alice Tchida    | Neighborhood Office |

This current application originated from two of the above property owners that were seeking DC Zoning for their properties. As these initial zone change requests commenced, staff made a concurrent effort to seek additional property owners interested in obtaining DC Zoning. With substantial interest from owners, the two private applicants and the Town agreed to merge two applications into this single application.

### Vicinity Map



DC Zone Change  
 PZC-11-14-ZC  
 May 5, 2014  
 3

**PUBLIC PARTICIPATION:**

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. A 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 hearing for a Zone Change was posted on the sites per Town requirements. Advertisements in the local Town paper have been posted per Town requirements. Under Arizona Revised Statutes, Title 9, Section-462.04. In addition, Town of Florence Development Code; a public hearing is required for a zone change.

The Schedule for Planning and Zoning/Town Council Meetings on this case is as follows:

- |                |   |
|----------------|---|
| March 20, 2014 | Planning and Zoning (Public Hearing)                                      |
| May 5, 2014    | 1 <sup>st</sup> Town Council (Public Hearing and 1 <sup>st</sup> Reading) |
| May 19, 2014   | 2 <sup>nd</sup> Town Council (action)                                     |

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

**FINDINGS:**

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

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan.
2. The 2020 General Plan has the Downtown Mixed Use (DMU) designation on the site which supports the mix of land uses while respecting the value of the historic area.
3. Future development of the properties will be subject to all applicable Town codes.
4. The zone change from Neighborhood Office (NO) to Downtown Commercial (DC) will allow more pedestrian-oriented land uses and make the subject area more compatible with the Historic District.



**FINANCIAL IMPACT:**

This zone change will have no immediate financial impact; however, future commercial and/or mixed use development of the subject area will have a positive impact on the Town.

**RECOMMENDATION:**

The Planning and Zoning Commission found that the zone change for Downtown (PZC-13-14-ZC) is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the Downtown Commercial DC Zone Change, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

1. Property owners agree 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.
2. Any additional conditions deemed necessary by the Town Council.

**ATTACHMENTS:**

Ordinance No. 610-14  
Exhibit A  
Exhibit B  
Application materials



**ORDINANCE NO. 610-14**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE DOWNTOWN COMMERCIAL (DC) ZONE CHANGE LOCATED IN AN AREA GENERALLY BOUND BY RUGGLES STREET TO THE NORTH, BUTTE AVENUE TO THE SOUTH, BAILEY STREET TO THE WEST AND PINAL STREET TO THE EAST AND INCLUDING PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PINAL STREET AND 8TH STREET (PZC-11-14-ZC).**

**WHEREAS**, a request to change the existing zoning on the subject property from Neighborhood Office (NO) to Downtown Commercial (DC) has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

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

**WHEREAS**, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence a favorable recommendation for the Zone Change, subject to certain conditions; and

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

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

The Zoning Map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcel of land depicted on EXHIBIT A attached hereto, from Neighborhood Office (NO) to Downtown Commercial (DC), subject to the following conditions:

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

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

200-48-006G

200-48-0490

# Exhibit A: DC Zone Change


RUGGLES ST

200-48-0520

200-48-053B  
200-48-053A

200-48-054B

200-48-



**Town of Florence**

Site     Parcel Lines

6TH ST

200-48-067A  
200-48-0690  
200-48-0700  
200-49-0010  
200-49-0020  
200-49-003F  
200-49-003D  
200-49-003B

200-48-0630  
200-49-004A  
200-49-004B

200-48-0620

UNIVERSITY ST  
200-48-061C  
200-48-061E  
200-49-005B  
200-49-005A

8TH ST

MAIN ST

200-49-014B  
200-49-014C  
200-49-016A  
200-49-017A  
200-49-0180  
200-49-0190  
200-49-0200  
200-49-0210

BAILEY ST

200-49-0110  
200-49-0120  
200-49-0130  
200-49-022B  
200-49-022A  
200-49-0230

PINAL ST

200-49-024C  
200-49-024B  
200-49-0250

200-49-009A

10TH ST

200-49-0380  
200-49-0350  
200-49-0360  
200-49-0370

200-49-0320  
200-49-0330  
200-49-0340

200-49-0310

11TH ST

200-49-0390  
200-49-0730  
200-49-0400  
200-49-041B  
200-49-041C

200-49-0440  
200-49-0430  
200-49-0460  
200-49-0450

200-49-047A

12TH ST

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.

PinatS\ExhibitA\_2.mxd    TOF GIS 03/03/2014

## **Legal Description**

### **DC Zone Change (PZC-11-14-ZC)**

#### **Exhibit A**

A portion of land situated within the Southwest Quarter of Section 36, Township 4S, Range 9E of the Gila and Salt River meridian, Town of Florence, Pinal County, Arizona according to the plat of record known as Florence Townsite in the office of the County Recorder of Pinal County, Arizona, recorded in Book 1 of Maps, Page 1 more particularly described as follows:

The West half of Block 81;

All of Block 103 and the South 30' adjacent;

All of Block 147;

All of Block 158 and the North 54' of vacant 9th Street adjacent to the Northerly boundary line of said Block 158;

The North half of Block 179;

All of Block 182 excluding the Northeast Quarter of said Block 182;

All of Block 146 and the South 54' of vacant 9th Street adjacent to the Southerly boundary line of said Block 146;

All of Block 159 excluding the South 71' of said Block 159.

Said parcel containing 2.6 acres +/-.

## Town of Florence

Downtown Commercial (DC) District

Zoning and Addresses

|     | Properties addresses  | Current Zoning              | Proposed Zoning             | APN         | Property Size       |
|-----|---|-----------------------------|-----------------------------|-------------|---------------------|
| 1)  | <b>Kari Maud</b><br><b>65 E. RUGGLES ST</b><br><b>FLORENCE AZ 85132</b>   | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-48-053B | Acreage<br>.17      |
| 2)  | <b>Barbara and Jack Moraga</b><br><b>377 N BAILEY ST</b><br><b>FLORENCE AZ 85132</b>                                | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-48-0630 | Acreage<br>.44      |
| 3)  | <b>Brunenkant's City Bakery</b><br>(Town Property)<br>291 North Baily Street <i>FL-31</i>                           | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0110 | Acreage<br>6,250 SF |
| 4)  | <b>Town Property</b><br><b>Public Parking Lot</b>   | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0130 | Acreage<br>3,844 SF |
| 5)  | <b>Jacob Suter Residence</b><br>270 North Pinal Street <i>FL-32</i>   | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0120 | Acreage<br>0.08     |
| 6)  | <b>Residence</b><br>235 North Bailey Street <i>FL-124</i>   | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-022B | Acreage<br>.15      |
| 7)  | <b>Guerrero-Legler Garage</b><br>No #; North Bailey between 221<br>& 255 N. Bailey <i>FL-174</i>                    | Neighborhood<br>Office(NO)  | Downtown<br>Commercial (DC) | 200-49-022A | Acreage<br>.14      |
| 8)  | <b>Mosaic Church</b><br><b>Cosgrove/Aguilar Residence</b><br>191 N. Bailey Street <i>FL-34</i>                      | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0230 | Acreage<br>.18      |
| 9)  | <b>Joel Meacham</b><br><b>131 East 8th Street, Florence,</b><br><b>Arizona, 85132</b>                               | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-024C | Acreage<br>.42      |
| 10) | <b>Catholic Church</b>  | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-024B | Acreage<br>.27      |
| 11) | <b>Richard &amp; Elizabeth Smith</b><br><b>Joseph Spinaz "Rental" House</b><br>221 North Bailey Street <i>FL-33</i> | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0320 | Acreage<br>.23      |
| 12) | <b>Annette McDougall Residence</b><br>74 East 12th Street <i>FL-127</i>   | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0430 | Acreage<br>.09      |

|     |  |                             |                             |             |                |
|-----|--|-----------------------------|-----------------------------|-------------|----------------|
| 13) | <b>Melissa Richey</b><br><b>74 E 12TH ST</b><br><b>FLORENCE AZ 85132</b>             | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0450 | Acreage<br>.09 |
| 14) | <b>James and Norlene Tchida</b><br>Southeast Corner of 12 Street<br>and Pinal Street | Neighborhood Office<br>(NO) | Downtown<br>Commercial (DC) | 200-49-0460 | Acreage<br>.09 |

**1**

**Owner's Permission Form and 207 Waiver for**

**Kari Maud**

**APN 200-48-053B**



# 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: Town of Florence

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: **APN 200-48-053B**

Owner(s)

Signature

KARI A. MAUD

Print or Type Name

Address

PO BOX 2953  
Florence AZ 85132

Telephone

520 868-4004

STATE OF ARIZONA )

County of PINAL )

ss )

On this 01 day of April, 2014, before me, the undersigned Notary Public, personally appeared KARI A MAUD, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that KARI A MAUD executed the same.

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

My commission expires:

April 10, 2014

Yvonne Hazelton  
Notary Public



EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-48-053B  
Parcel(s)

65 East Ruggles Street, Florence Arizona 85132  
Physical or Mailing Address

*[Handwritten Signature]*  
Owner(s) Signature

KARI A. MAUD  
Print or Type Name

STATE OF ARIZONA )  
County of PINAL ) SS

On this 21 day of April, 20 14, before me, the undersigned Notary Public, personally appeared KARI A MAUD, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires:  
*[Handwritten Signature]* April 10, 2015  
Notary Public



**2**

**Owner's Permission Form and 207 Waiver for**

**Barbara and Jack Moraga**

**APN 200-48-0630**

**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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-48-0630

Parcel(s)

377 North Bailey Street

Physical or Mailing Address

Barbara Moraga  
Owner(s) Signature

BARBARA MORAGA  
Print or Type Name

STATE OF ARIZONA )

County of Pinal ) ss

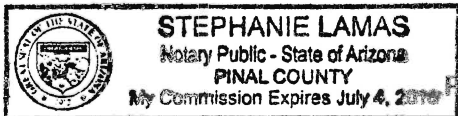
On this 4 day of April, 2014, before me, the undersigned Notary Public, personally appeared Barbara Moraga, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument .

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

My commission expires:

Notary Public

7-4-14 James



207 Waiver  
PZC-11-14-ZC

# 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: Town of Florence

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: APN 200-48-0630

Owner(s)

[Handwritten Signature]

Signature

BARBARA MORAGA

Print or Type Name

Address

PO Box 572  
FLORENCE AZ 85132

Telephone

408-930-3704

STATE OF ARIZONA )

County of Pinal )

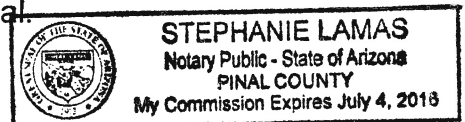
ss

On this 10 day of February, 2014, before me, the undersigned Notary Public, personally appeared Barbara Moraga, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Barbara Moraga executed the same.

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

My commission expires:

7-4-14



[Handwritten Signature]  
Notary Public

# **3 and 4**

**Owner's Permission Form and 207 Waiver for**

**Town of Florence**

**APN 200-49-0110**

**APN 200-49-0130**

**N/A**

# **5, 6 and 7**

**Owner's Permission Form and 207 Waiver for**

**Dixie Legler Guerrero**

**APN 200-49-0120**

**APN 200-49-022B**

**APN 200-49-022A**



# 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: Town of Florence

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: APN : 200-49-0120, 200-49-022B and 200-49-022A

Owner(s) Dixie L. Guerrero  
Signature

Dixie L. Guerrero  
Print or Type Name

Address P.O. Box 2361  
Florence, AZ 85132

Telephone 520-850-1035

STATE OF ARIZONA )  
County of Pinal ) ss

On this 1 day of April, 2014, before me, the undersigned Notary Public, personally appeared Dixie Guerrero, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Dixie Guerrero executed the same.

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

My commission expires: 7-4-16

Stephanie Lamas

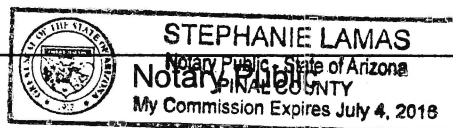


EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN: 200-49-0120, 200-49-022B and 200-49-022A  
Parcel(s)

Physical or Mailing Address

*Dixie L. Guerrero*

Owner(s)/Signature

*DIXIE L. Guerrero*

Print or Type Name

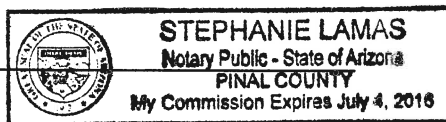
STATE OF ARIZONA )  
County of Pinal ) ss

On this 1 day of April, 20 14, before me, the undersigned Notary Public, personally appeared Dixie Guerrero, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: 7-4-16

*S. Lamas*  
Notary Public



**8**

**Owner's Permission Form and 207 Waiver for**

**Mosaic Church**

**APN 200- 49- 0230**

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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-0320

Parcel(s)

191 North Main Street

Physical or Mailing Address

*Kevin Brian McGinnis*  
Owner(s) Signature

Kevin Brian McGinnis  
Print or Type Name

STATE OF ARIZONA )  
County of Pinal ) SS

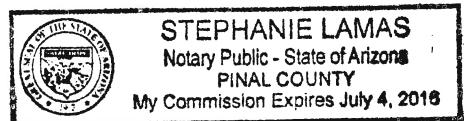
On this 28 day of March, 20 14, before me, the undersigned Notary Public, personally appeared Kevin Brian McGinnis known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires:

Notary Public

7-4-16 *James*



# 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: Town of Florence

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: **APN 200-49-0320**

Owner(s) *Kevin Brian McGinnis*  
Signature

Kevin Brian McGinnis  
Print or Type Name

Address 7615 West Georgetown Way  
Florence, Az 85132

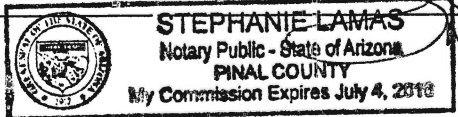
Telephone 520-708-0815

STATE OF ARIZONA )  
County of Pinal ) ss

On this 28 day of March, 2014, before me, the undersigned Notary Public, personally appeared Kevin Brian McGinnis, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Kevin Brian McGinnis executed the same.

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

My commission expires:  
7-4-14

*Stephanie Lamas*  
Notary Public  


**9**

**Owner's Permission Form and 207 Waiver for**

**Joel Meacham**

**APN 200-49-024C**

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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-024C

Parcel(s)

131 East 8<sup>th</sup> Street

Physical or Mailing Address

*Joel David Meacham*  
Owner(s) Signature

JOEL DAVID MEACHAM  
Print or Type Name

STATE OF ARIZONA )  
County of Pinel ) ss

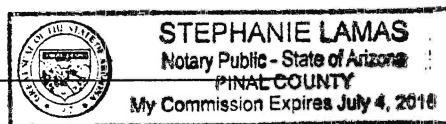
On this 8 day of April, 20 14, before me, the undersigned Notary Public, personally appeared Joel Meacham, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires:

7-4-16  
Notary Public

*Stephanie Lamas*





# 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: Town of Florence

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: **APN 200-49-024C**

Owner(s) Joel David Meacham  
Signature

JOEL DAVID MEACHAM  
Print or Type Name

Address 2533 E. Winston Dr  
Phoenix, AZ 85042

Telephone (480) 820.0564

STATE OF ARIZONA )  
County of Pinal ) ss

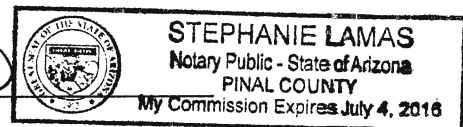
On this 8 day of April, 20 14, before me, the undersigned Notary Public, personally appeared Joel Meacham, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Joel Meacham executed the same.

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

My commission expires:

7-4-16

Stephanie Lamas  
Notary Public



**10**

**Owner's Permission Form and 207 Waiver for**

**Catholic Church**

**APN 200-49-024B**

# 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: Town of Florence

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: **APN: 200-49-024B**

Owner(s)

JOSE MARIA A. CORVERA

Signature

FR. ASSUMPTION of the BLESSED VIRGIN MARY ROMAN CATHOLIC PARIS

Print or Type Name

Address

221 E. 8TH ST., P.O. BOX 2550  
FLORENCE, AZ 85132

Telephone

(520) 868-5940

STATE OF ARIZONA )

County of Pinal )

ss

On this 19th day of February, 20 14, before me, the undersigned Notary Public, personally appeared Jose Maria A. Corvera, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Jose Maria A. Corvera executed the same.

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

My commission expires:



Maria Hernandez  
Notary Public

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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-024B

Parcel(s)

P.O. BOX 2550, FLORENCE, AZ 85732

Physical or Mailing Address

Owner(s) Signature

JOSE MARIA A. CORVERA

Print or Type Name

STATE OF ARIZONA )
County of PINAL ) ss

On this 28 day of MARCH, 20 14, before me, the undersigned Notary Public, personally appeared JOSE MARIA A. CORVERA, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: APRIL 10, 2015 [Signature]
Notary Public



**11**

**Owner's Permission Form and 207 Waiver for**

**Richard and Elizabeth Smith**

**APN 200-49-0320**

# 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: Town of Florence

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: **APN 200-49-0230**

Owner(s) Richard Smith  
Signature

Richard Smith  
Print or Type Name

Address 191 N Bailey St.  
Florence, AZ 85132

Telephone 520. 444. 0506

STATE OF ARIZONA )  
County of Pinal ) ss

On this 2 day of April, 20 14, before me, the undersigned Notary Public, personally appeared Richard Smith, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Richard Smith executed the same.

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

My commission expires:

7/21/16

Stephanie Lamas

Notary Public

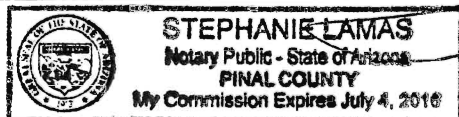


EXHIBIT B

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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-0230

Parcel(s)

221 North Bailey Street

Physical or Mailing Address

*Richard Smith*

Owner(s) Signature

*Richard Smith*

Print or Type Name

STATE OF ARIZONA )

County of Pinal )

ss

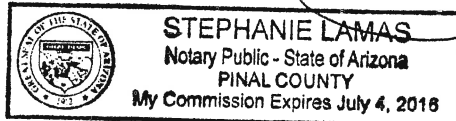
On this 2 day of April, 2014, before me, the undersigned Notary Public, personally appeared

Richard Smith, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument .

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

My commission expires: 7-4-16

Notary Public



207 Waiver  
PZC-11-14-ZC



**12**

**Owner's Permission Form and 207 Waiver for**

**Annette McDougall**

**APN 200-49-0430**

# 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: Town of Florence

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: APN 200-49-0430

Owner(s) Annette McDougall  
Signature

Annette McDougall  
Print or Type Name

Address 141 Ho. Bailey St.  
FLORENCE, AZ 85132

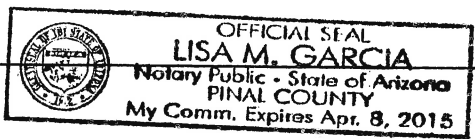
Telephone 520 / 868-1444

STATE OF ARIZONA )  
County of Pinal ) ss

On this 1 day of April, 2014, before me, the undersigned Notary Public, personally appeared Annette McDougall, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Annette McDougall executed the same.

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

My commission expires:



[Signature]  
Notary Public

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

Dated this 1<sup>st</sup> day of APRIL, 2014.

Owner:

By: Annette M. DOUGALL  
Print Name

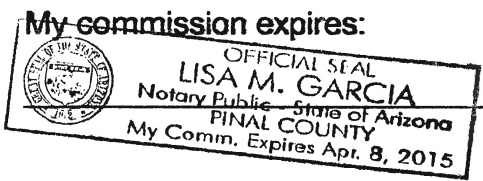
Annette M. Dougall  
Signature

Its: OWNER  
Title

STATE OF ARIZONA )  
County of Pinal ) ss

On this 1 day of April, 2014, before me, the undersigned Notary Public, personally appeared Annette McDougall, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Annette McDougall executed the same.

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



[Signature]  
Notary Public

**13**

**Owner's Permission Form and 207 Waiver for**

**Melissa Ritchey**

**APN 200-49-0450**

# 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: Town of Florence

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: **APN 200-49-0450**

Owner(s) Melissa M. Richey  
Signature

MELISSA RITCHEY  
Print or Type Name

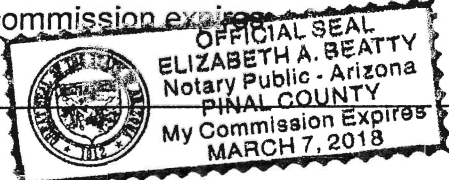
Address 74 EAST 12<sup>TH</sup> STREET  
FLORENCE AZ 85132

Telephone 520 868 4060

STATE OF ARIZONA )  
County of Pinal ) ss

On this 7<sup>th</sup> day of April, 20 14, before me, the undersigned Notary Public, personally appeared Melissa M. Richey, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that she executed the same.

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

My commission expires  


Elizabeth A. Beatty  
Notary Public

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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-0450

Parcel(s)

74 East 12<sup>th</sup> Street

Physical or Mailing Address

*Melissa M Richey*  
Owner(s) Signature

MELISSA RITCHEY  
Print or Type Name

STATE OF ARIZONA )  
County of Pinal ) SS

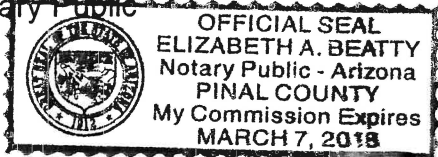
On this 7<sup>th</sup> day of April, 20 14, before me, the undersigned Notary Public, personally appeared Melissa M. Richey, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument .

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

My commission expires:

*Elizabeth A. Beatty*

Notary Public



207 Waiver  
PZC-11-14-ZC

**14**

**Owner's Permission Form and 207 Waiver for**

**James and Noriene Tchida**

**APN 200-49-0460**

# 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: Town of Florence

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: **APN 200-49-0460**

Owner(s)

J. Tchida  
Norlene Tchida

Signature

JAMES AND NORLENE TCHIDA

Print or Type Name

Address

6840 W. TRENTON WAY  
FLORENCE AZ 85132

Telephone

928-205-8880

STATE OF ARIZONA )

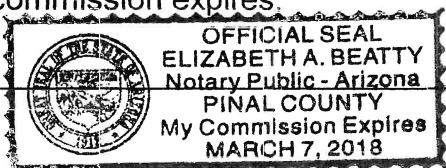
County of Pinal )

) ss

On this 2nd day of April, 20 14, before me, the undersigned Notary Public, personally appeared James and Norlene Tchida, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same.

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

My commission expires:



Elizabeth A Beatty  
Notary Public



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 the Zone Change Application PZC-11-14-ZC. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change Application PZC-11-14-ZC ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change Application PZC-11-14-ZC. Except as expressly set forth in the Zone Change Application PZC-11-14-ZC and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

APN 200-49-0460

Parcel(s)

6840 W. TRENTON WAY  
FLORENCE AZ 85132

Physical or Mailing Address

*J Tchida*  
*Norlene Tchida*

Owner(s) Signature

JAMES TCHIDA  
NORLENE TCHIDA

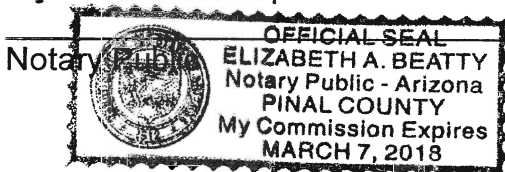
Print or Type Name

STATE OF ARIZONA )  
County of Pinal ) SS


On this 2nd day of April, 20 14, before me, the undersigned Notary Public, personally appeared James Tchida and Norlene Tchida, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument .

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

My commission expires:



*Elizabeth A Beatty*

|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION<br/>FORM</b> | <u><b>AGENDA ITEM</b></u><br><b>8b.</b>  |
| <b>MEETING DATE:</b> May 5, 2014<br><br><b>DEPARTMENT:</b> Community Development<br><br><b>STAFF PRESENTER:</b> Mark Eckhoff, AICP<br>Community Development Director<br><br><b>SUBJECT:</b> Ordinance 606-13<br>Rural Residential Equestrian Subdivision<br>(PZC-34-13-ORD) |   | <input type="checkbox"/> Action<br><input type="checkbox"/> Information Only<br><input checked="" type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input checked="" type="checkbox"/> Ordinance<br><input type="checkbox"/> Regulatory<br><input checked="" type="checkbox"/> 1 <sup>st</sup> Reading<br><input type="checkbox"/> 2 <sup>nd</sup> Reading<br><input type="checkbox"/> Other |

**RECOMMENDED MOTION/ACTION:**

Public hearing only on May 5, 2014.

On May 19, 2014, motion to adopt Ordinance No. 606-13 for the Rural Residential Equestrian Subdivision (RRES) Zoning District.

**BACKGROUND/DISCUSSION:**

The Town of Florence requests approval of the following application:

**PZC-34-13-ORD:** 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 establishing a new Rural Residential Equestrian Subdivision (RRES) Zoning District Section.

**BACKGROUND/ANALYSIS:**

The goal of this effort was to have a new Town Zoning District in place to apply to the Wild Horse Estates area should the Arizona Farms annexation that includes 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.

The RRES Zoning District was intended to provide comparable zoning for the residents of Wild Horse Estates. Per Town Council direction, staff has researched and created many different options pertaining to RRES Zoning

District and furthermore, staff has continually provided the opportunity for members of the public and Wild Horse Estates property owners to contribute in formulating the framework of the proposed zoning district.

The current ordinance was presented to the Planning and Zoning Commission on March 20, 2014, and subsequently forwarded to the Town Council with an unanimous favorable recommendation.

Ordinance No. 606-13 was recommended as the comparable zoning for Wild Horse Estates for the following reasons:

- Allows two horses per lot, which is consistent with current Pinal County Zoning;
- Allows site built homes and manufactured homes, reflecting current zoning and existing conditions;
- The proposed ordinance has a provision for FFA, 4-H or similar, which is consistent with the subdivision's CC&R's; and
- The proposed zoning is no more intense than the current County Zoning.

Please note that this new zoning district will only be applied on the Wild Horse Estates area if this area is successfully annexed.

**PUBLIC PARTICIPATION:**

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public participation. Exceeding statutory requirements, public notices for the various Planning and Zoning Commission and Town Council meetings has been mailed to all property owners who reside within the Wild Horse Estates subdivision. There have also been multiple Planning and Zoning Commission and Town Council meetings pertaining to the proposed ordinance, including a Planning and Zoning Commission Work Session.

Going forward, the tentative schedule for Planning and Zoning/Town Council Meetings on this case going forward is as follows:

- |                |   |
|----------------|---|
| March 20, 2014 | Planning and Zoning Commission Meeting (action) |
| May 5, 2014    | 1st Town Council (public hearing)               |
| May 19, 2014   | 2nd Town Council (action)                       |

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

**FINANCIAL IMPACT:**

This request has no direct or specific financial impacts.

**RECOMMENDATION:**

The Planning and Zoning Commission forwarded a unanimous favorable recommendation on this ordinance to the Town Council.

Public hearing and first reading only on May 5, 2014.

On May 19, 2014, motion to adopt Ordinance No. 606-13 for the Rural Residential Equestrian Subdivision (RRES) Zoning District.

**ATTACHMENT:**

Ordinance No. 606-13

**ORDINANCE NO. 606-13**

**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 150.047 DISTRICT USE REGULATIONS TABLES (A) AND ESTABLISHING A NEW RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES) ZONING DISTRICT SECTION (PZC-34-13-ORD).**

**WHEREAS**, development codes are designed to protect the health, safety and general welfare of the public and are subject to modifications to ensure that codes are current and meet the needs of the local community; and

**WHEREAS**, municipal Zoning District designations are utilized when applying comparable zoning to newly annexed properties; and

**WHEREAS**, the Town of Florence has proposed this ordinance to create a comparable Zoning District to the Pinal County MHS zoning in place for the Wild Horse Estates subdivision contained within the proposed Arizona Farms annexation area; and

**WHEREAS**, the Florence Planning and Zoning Commission conducted a work session and public hearings on this ordinance and have sent the Mayor and Council of the Town of Florence a favorable recommendation on this proposed ordinance.

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

Section 1. That the recitals contained in this ordinance are hereby adopted and incorporated herein as findings of fact of the Town Council.

Section 2. That if any word, sentence, paragraph, clause, phrase or other provision of this ordinance is for any reason deemed to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining words, sentences, paragraphs, clauses, phrases or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand, notwithstanding the invalidity of any word, sentence, paragraph, clause, phrase or other provision.

Section 3. That noted portions of Chapter 150, Section 150.047 District Use Regulations Tables (A) within Title XV Land Usage of the Town Code of Ordinances are hereby amended and shall read as follows. In addition, a new Rural Residential Equestrian Subdivision (RRES) Code Section is hereby established and integrated into Chapter 150 as noted below.

**§ 150.047 DISTRICT USE REGULATIONS TABLES.**

**(A) Residential zoning district use regulations.**

**P=Permitted N=Not Permitted C=Conditional T=Temporary Uses**

| Use   | RA-10 | RA-4 | R1-R | RRES     | R1-18 | R-1-6 | R-2 | MFR | MHS | PUD          |
|---|-------|------|------|----------|-------|-------|-----|-----|-----|--------------|
| Agricultural buildings and structures   | P     | P    | C    | <u>P</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Accessory buildings and uses  | P     | P    | P    | <u>P</u> | P     | P     | P   | P   | P   | <del>P</del> |
| Bed and breakfast   | C     | C    | C    | <u>N</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Boarding or lodging house   | C     | C    | C    | <u>N</u> | N     | N     | C   | C   | N   | <del>C</del> |
| Cemetery  | C     | C    | N    | <u>N</u> | N     | N     | N   | N   | N   | <del>C</del> |
| Condominium   | N     | N    | N    | <u>N</u> | N     | N     | P   | P   | N   | <del>C</del> |
| Continuing care facility  | C     | C    | N    | <u>N</u> | N     | N     | N   | C   | N   | <del>N</del> |
| Convent   | C     | C    | C    | <u>N</u> | C     | C     | C   | P   | C   | <del>C</del> |
| Duplex  | N     | N    | N    | <u>N</u> | N     | N     | P   | P   | N   | <del>C</del> |
| Daycare center and/or nursery   | C     | C    | C    | <u>N</u> | C     | C     | N   | C   | N   | <del>C</del> |
| Dwelling, multi-family  | N     | N    | N    | <u>N</u> | N     | N     | P   | P   | N   | <del>C</del> |
| Dwelling, single-family   | P     | P    | P    | <u>P</u> | P     | P     | P   | P   | N   | <del>P</del> |
| Farm  | P     | P    | N    | <u>N</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Golf course   | C     | C    | C    | <u>C</u> | C     | C     | C   | C   | C   | <del>C</del> |
| Guest home, detached  | P     | P    | C    | <u>N</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Greenhouse and/or nursery   | C     | C    | N    | <u>C</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Group home  | C     | C    | C    | <u>C</u> | C     | C     | C   | C   | C   | <del>C</del> |
| Home for the aged or nursing home   | C     | C    | N    | <u>C</u> | N     | N     | N   | C   | C   | <del>C</del> |
| Home occupation   | P     | P    | P    | <u>P</u> | P     | P     | P   | P   | P   | <del>P</del> |
| Manufactured home   | C     | C    | C    | <u>P</u> | C     | N     | N   | N   | P   | <del>N</del> |
| Medical marijuana operations, including medical marijuana dispensary offsite cultivation locations, medical marijuana dispensaries and medical marijuana infusion facilities (medical marijuana designated caregiver cultivation locations and qualifying patient cultivation locations per applicable Town and State Department of Health regulations) | N     | N    | N    | <u>N</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Model home complex and/or sales office  | T     | T    | T    | <u>T</u> | T     | T     | T   | T   | T   | <del>T</del> |
| Mobile home   | N     | N    | N    | <u>N</u> | N     | N     | N   | N   | N   | <del>N</del> |
| Orphanage   | C     | C    | N    | <u>N</u> | N     | N     | N   | P   | N   | <del>N</del> |
| Park, playground and community owned buildings  | P     | P    | P    | <u>P</u> | P     | P     | P   | P   | P   | <del>P</del> |
| Private club, fraternity, sorority and lodges   | C     | C    | C    | <u>C</u> | N     | N     | N   | C   | C   | <del>C</del> |
| Public institutional buildings  | C     | C    | C    | <u>P</u> | P     | P     | P   | P   | P   | <del>P</del> |
| Public utility buildings, structures or appurtenances for public service uses   | C     | C    | C    | <u>C</u> | C     | C     | C   | C   | C   | <del>C</del> |
| Public or private school  | C     | C    | C    | <u>C</u> | C     | C     | C   | C   | C   | <del>C</del> |

| Use  | RA-10 | RA-4           | R1-R           | <u>RRES</u> | R1-18 | R-1-6 | R-2 | MFR | MHS | PUD            |
|--|-------|----------------|----------------|-------------|-------|-------|-----|-----|-----|----------------|
| Ranch, non-commercial                                  | P     | <del>P</del> N | <del>C</del> N | <u>N</u>    | N     | N     | N   | N   | N   | <del>N</del>   |
| Recreation fields, public or private                   | P     | P              | C              | <u>C</u>    | C     | C     | C   | C   | C   | <del>P</del>   |
| Recreation building                                    | P     | P              | C              | <u>C</u>    | C     | C     | C   | C   | C   | <del>P</del>   |
| Stable, private  | P     | P              | C              | <u>P</u>    | N     | N     | N   | N   | N   | <del>N</del>   |
| Stable, commercial                                     | C     | C              | C              | <u>N</u>    | N     | N     | N   | N   | N   | <del>N</del>   |
| Swimming pool (private)                                | P     | P              | P              | <u>P</u>    | P     | P     | P   | P   | P   | <del>P</del>   |
| Temporary buildings used for the sale of homes or lots | T/C   | T/C            | T/C            | <u>T/C</u>  | T/C   | T/C   | T/C | T/C | T/C | <del>T/G</del> |
| Town home  | N     | N              | N              | <u>N</u>    | N     | N     | P   | P   | N   | <del>C</del>   |
| Triplex  | N     | N              | N              | <u>N</u>    | N     | N     | P   | P   | N   | <del>C</del>   |

**§ 150.055 RURAL RESIDENTIAL EQUESTRIAN SUBDIVISION (RRES).**

(A) Purpose. The purpose of the Rural Residential Equestrian Subdivision Zoning District is intended to encourage unique, creatively developed subdivisions that are unified by common amenities, operations and associations for the accommodation of manufactured and/or site-built homes on individually owned lots, including necessary accessory uses and amenities and adequate open space to preserve the residential character. This District also serves to create or preserve compatible, rural enclaves with specified animal privileges within outlying and suburbanizing areas of Florence.

(B) Permitted uses. The following uses are permitted in the RRES District:

(1) One dwelling unit per lot, which may be one of the following:

(a) One manufactured home, being no more than five years in age since the date of original construction, shall only be permitted to replace an existing manufactured home on an approved RRES lot of record; or

(b) One site-built single-family dwelling unit.

(2) Accessory buildings and uses, including private swimming pools and home occupations;

(3) Agricultural Animals, subject to the following:

(a) No agricultural animal/livestock shall be kept, maintained or stabled on any lot less than 42,000 square feet.

(b) Two horses are permitted per each residential lot of record that exceeds 42,000 square feet.

(c) Offspring (under the age of 6 months) of permitted horses on-site, do not count towards the number of permitted animals:

(d) Temporary agricultural/livestock activities or projects conducted primarily for educational purposes, i.e., Future Farmers of America (FFA), 4-H or school

credits, are permitted in the RRES Zoning District and such animals are not counted toward the number of permitted agricultural animals. Animals may not include swine or roosters. Active membership must be maintained and verification of such may be required upon request. In addition, a sign (less than six square feet) designating a given member (i.e. 4-H or Future Farmers of America) is in residence must be visibly posted or displayed on the property at all times for any such project or activity in progress.

(e) The area used for grazing, exercising or training of agricultural animals shall be securely fenced to prevent the animals from straying, or a suitable restraint shall be provided to prevent straying. No confinement area shall be located in the front yard, and the grazing of livestock shall be limited to the side and rear yards.

(f) Fencing shall be required for all agricultural animals and shall consist of a view or partial view type fence, pipe rail or other similar fencing material, or a wall of sufficient height to restrain the animals(s). Such fence or wall shall be maintained and kept in a sound condition at all times.

(g) Private stables for the housing of agricultural animals shall be constructed so as to facilitate maintenance in a clean and sanitary condition.

(h) Stables used for the keeping of agricultural animals shall be located behind the front plane of the principal building or structure. Stables shall be set back a minimum of ten feet from all property lines and the principal structure or the distance required to comply with all applicable codes, whichever is greater. Stables shall not exceed the height regulations of the RRES Zoning District.

(i) Corrals, or yards areas used for the keeping of agricultural animals shall be located within the rear half of the lot (or side yard) or parcel and shall be enclosed by a view or partial view-type fence, pipe rail or other similar fencing material, or wall of sufficient height to restrain the animal(s). Such fence or wall shall be maintained and kept in a sound condition at all times.

(j) Animal wastes shall be stored at least twenty (20) feet from any property line, open space, drainage channel or surface waters and shall not violate the health and sanitation provisions of the Town Code and applicable codes of Pinal County.

(4) Secondary uses:

(a) Community or recreational facilities for the use and benefit of the subdivision/community association; and

(b) Common facility service buildings. All the buildings shall be centrally located and use shall be restricted to occupants.

(5) Those uses permitted in the RRES Zoning District per Table 150.047.A.



(C) Conditional uses. Uses may be permitted subject to a Conditional Use Permit (see § 150.015 and Table 150.047.A).

(1) Those uses conditionally permitted in the RRES Zoning District per Table 150.047.A.

Because no list of uses can be exhaustive, interpretations on unspecified uses shall be rendered by the Town Community Development Director with the right to appeal to the Planning and Zoning Commission and Town Council.

(D) Property development standards. (See elsewhere in this Development Code for additional standards and exceptions.)

(1) Principal structure setbacks.

|                |                      |                    |                |
|----------------|----------------------|--------------------|----------------|
| <u>Front</u>   | <u>Interior Side</u> | <u>Street Side</u> | <u>Rear</u>    |
| <u>20 feet</u> | <u>10 feet</u>       | <u>10 feet</u>     | <u>10 feet</u> |

(2) Area and bulk requirements

|                          |                         |                          |                          |                       |
|--------------------------|-------------------------|--------------------------|--------------------------|-----------------------|
| <u>Minimum Site Area</u> | <u>Minimum Lot Area</u> | <u>Minimum Lot Width</u> | <u>Minimum Lot Depth</u> | <u>Maximum Height</u> |
| <u>10 acres</u>          | <u>42,000 sq. feet</u>  | <u>60 feet</u>           | <u>100 feet</u>          | <u>30 feet</u>        |

Note: Additional regulations for distances between buildings, accessory buildings, access, walls, fences and required screening are contained in Part 8. Additional Height and Area Regulations and Expectations of the Development Code.

(3) Accessory structure setbacks and height.

|                |                      |                    |                |                       |
|----------------|----------------------|--------------------|----------------|-----------------------|
| <u>Front</u>   | <u>Interior Side</u> | <u>Street Side</u> | <u>Rear</u>    | <u>Maximum Height</u> |
| <u>60 feet</u> | <u>10 feet</u>       | <u>10 feet</u>     | <u>10 feet</u> | <u>20 feet</u>        |

(4) Permanent Foundation.

All manufactured homes must be attached to a permanent foundation where the home is set at the level of the adjacent grade, an installation commonly known as “ground-set”.

(E) Off-street parking. Parking regulations are as provided in Part 7. Parking; Loading and Unloading of the Development Code.

(Insertion of the new RRES Zoning District section into the Town Code requires the

following organizational modifications)

|                    |                |  |
|--------------------|----------------|--|
| <del>150.045</del> |                | Districts  |
| 150.046            |                | District boundaries                                    |
| 150.047            |                | District use regulations tables                        |
| 150.048            |                | Rural Agricultural (RA-10)                             |
| 150.049            |                | Rural Agricultural (RA-4)                              |
| 150.050            |                | Single-Residential Ranchette (R1-R)                    |
|                    | <u>150.051</u> | <u>Rural Residential Equestrian Subdivision (RRES)</u> |
| <del>150.051</del> | <u>150.052</u> | Single-Family Residential (R1-18)                      |
| <del>150.052</del> | <u>150.053</u> | Single-Family Residential (R1-6)                       |
| <del>150.053</del> | <u>150.054</u> | Neighborhood Multi-Family (R-2)                        |
| <del>150.054</del> | <u>150.055</u> | Multiple-Family Residential (MFR)                      |
| <del>150.055</del> | <u>150.056</u> | Manufactured Home Subdivision (MHS)                    |
| <del>150.056</del> | <u>150.057</u> | Planned Unit Development (PUD)                         |
| <del>150.057</del> | <u>150.058</u> | Neighborhood Business (B-1)                            |
| <del>150.058</del> | <u>150.059</u> | Neighborhood Office (NO)                               |
| <del>150.059</del> | <u>150.060</u> | Downtown Commercial (DC)                               |
| <del>150.060</del> | <u>150.061</u> | Highway Business Commercial (B-2)                      |
| <del>150.061</del> | <u>150.062</u> | Tourist Commercial (TRC)                               |
| <del>150.062</del> | <u>150.063</u> | Professional Office (PO)                               |
| <del>150.063</del> | <u>150.064</u> | Public/Institutional (P/I)                             |
| <del>150.064</del> | <u>150.065</u> | Light Industrial (LI)                                  |
| <del>150.065</del> | <u>150.066</u> | Heavy Industrial (HI)                                  |
| <del>150.066</del> | <u>150.067</u> | Overlay Districts; Historic District                   |
| <del>150.067</del> | <u>150.068</u> | Parking Overlay District (P-1)                         |
| <del>150.068</del> | <u>150.069</u> | Recreational Vehicle Parks and/or Subdivisions         |

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 8c.

**MEETING DATE:** May 5, 2014

**DEPARTMENT:** Administration

**STAFF PRESENTER:** Jess Knudson  
Assistant Town Manager

**SUBJECT:** Presentation on Southeast Valley Transit System  
Study

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

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

Presentation on Southeast Valley Transit System Study.

### **BACKGROUND/DISCUSSION:**

Valley Metro staff, Jorge Luna, Project Manager, and Sonya Pastor La Sota, Community Outreach Coordinator, will provide a presentation on the Southeast Valley Transit System Study.

Valley Metro, and the Maricopa Association of Governments, are jointly conducting a study of the transit system in the Southeast Valley which includes: Apache Junction, Chandler, Florence, the Gila River Indian Community, Gilbert, Guadalupe, Maricopa, Mesa, Phoenix, Queen Creek, Tempe and the surrounding portions of Maricopa and Pinal Counties.

The primary purpose of this study is to identify short, mid, and long term recommendations that will advance the transit system throughout the study area.

### **FINANCIAL IMPACT:**

None

### **STAFF RECOMMENDATION:**

None

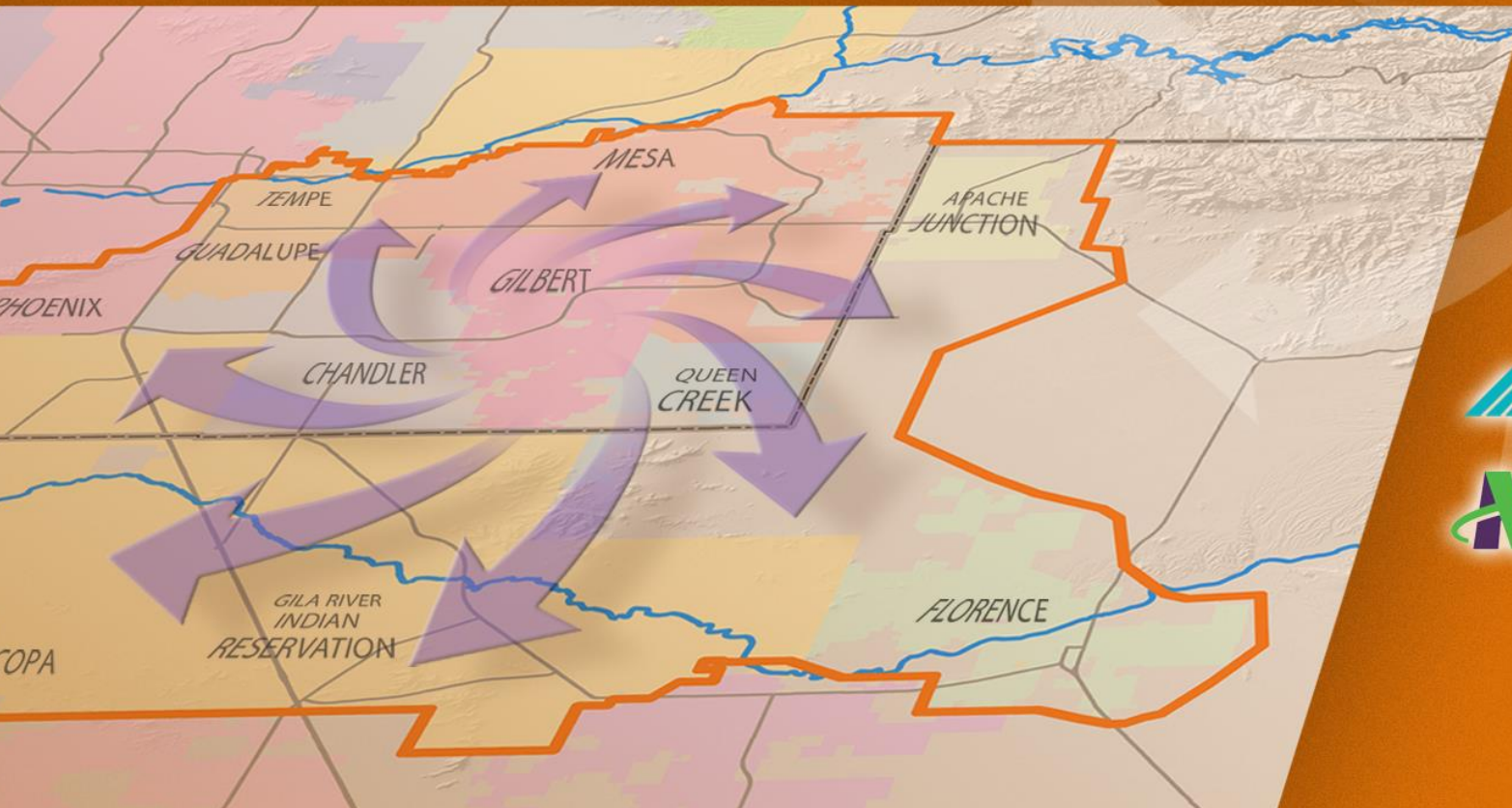
### **ATTACHMENTS:**

Presentation

# SOUTHEAST VALLEY TRANSIT SYSTEM STUDY



**Town of Florence**  
**May 5, 2014**



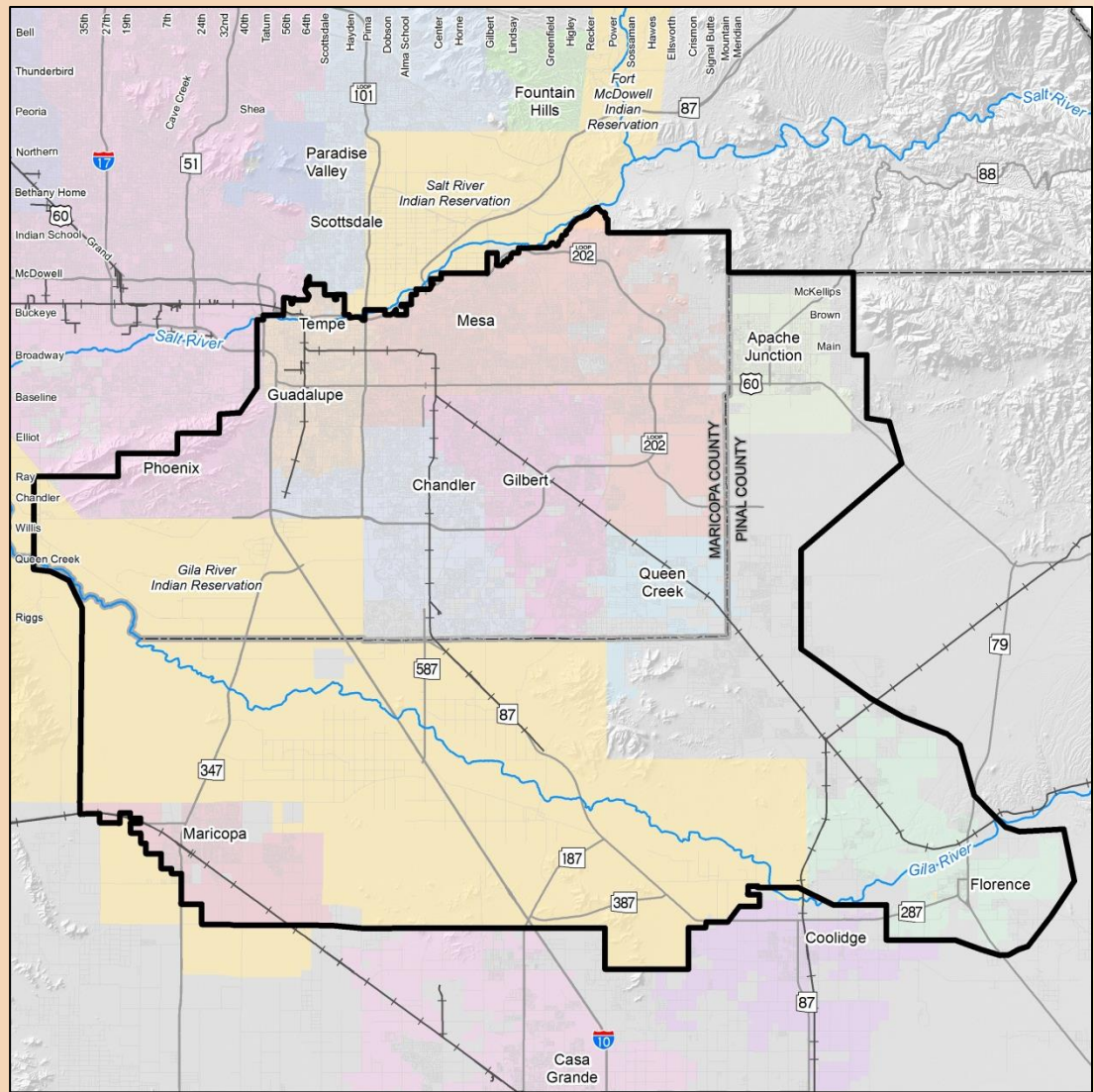
# Study Purpose

- Identify efficiencies and service gaps for existing and future transit services
  - Optimize existing services
  - Identify current unmet needs
  - Address changing study area conditions
- Develop recommendations for addressing short-, mid-, and long-term transit needs
- Investigate funding strategies and partnership opportunities

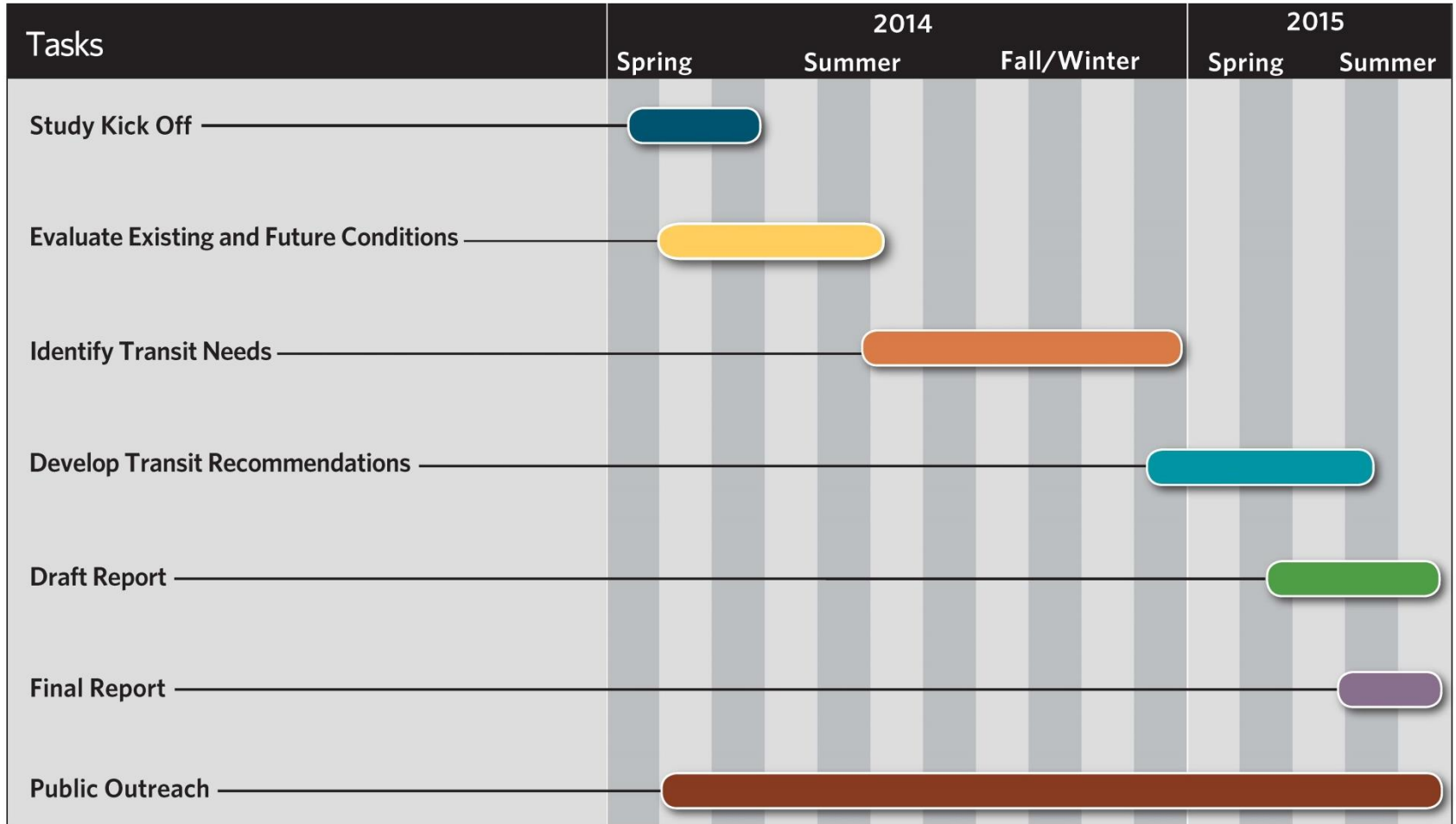




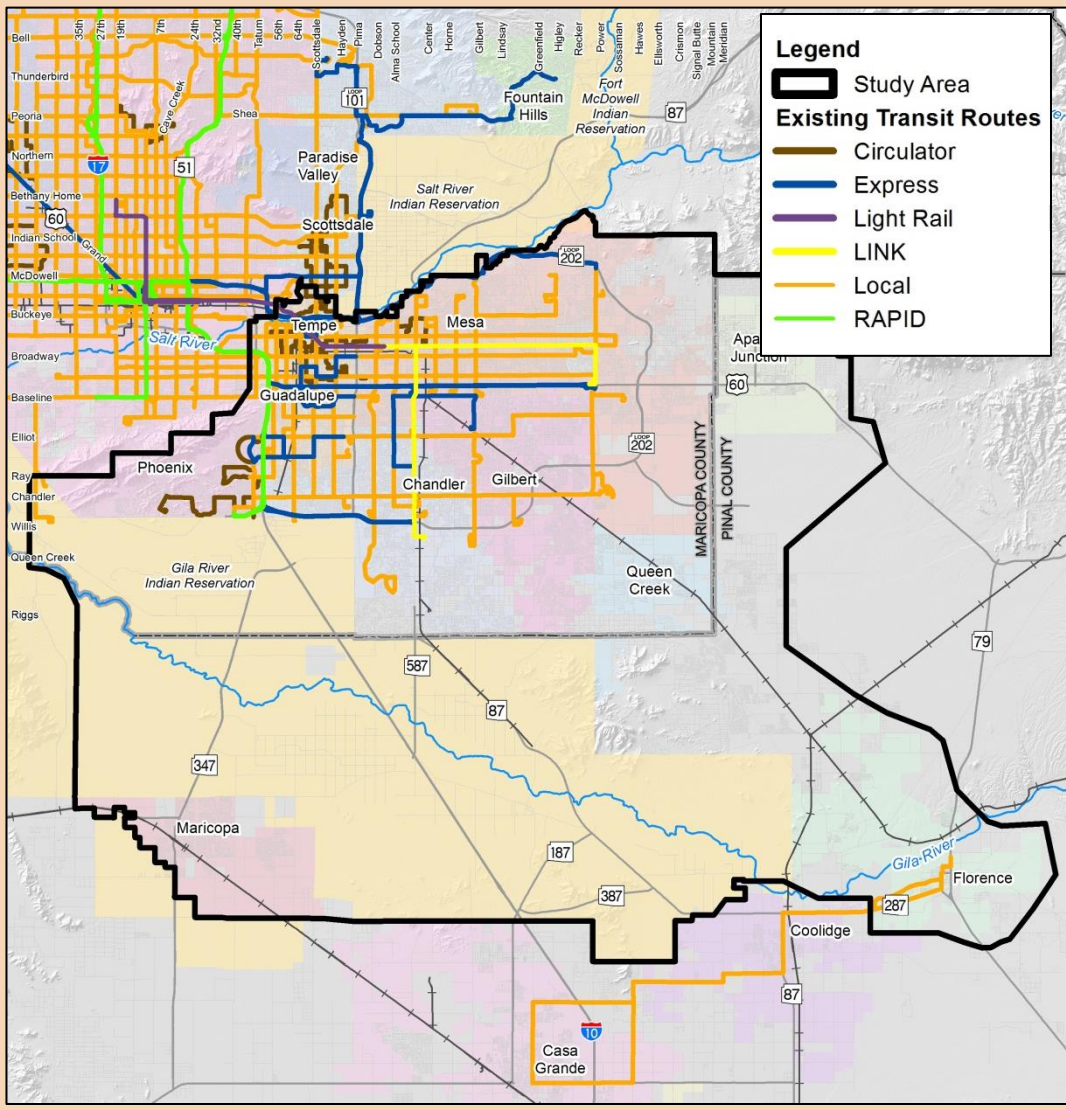
# Study Area



# Schedule



# Existing Transit Service





# Transit Service Characteristics

- 24 of the 56 local Valley Metro routes serve the Southeast Valley study area
- 320 of the 1,077 Valley Metro local bus route miles are located in the Southeast Valley
- Four of the 15 Valley Metro identified “Key Local Routes” serve the Southeast Valley
- Routes 3, 40, 45, 61, 77, 96, 112, and 120 all produce more than 2.0 boardings per mile



# Opportunities in the SE Valley

- Continuing population growth
- Emergence of key destinations and employment centers
- Strong core network is expanding and there are increasing opportunities to enhance connections to the regional system



# Key Issues and Concerns

- Service Coverage Area
- Route continuity at jurisdictional boundaries
  - Timing, headways, effective connections
- Improve and plan for future connections into the Valley Metro HCT network or intercity/commuter rail services
- Integrate local Transit/Transportation Plans
- Consider emerging employment and educational centers



# Key Issues and Concerns

- Transit Optimization
  - Improve service using existing resources
- Funding strategies for multi-jurisdictional services
- Concern about increasing cost of dial-a-ride services



# Community Outreach

- Develop public understanding of the Study
- Encourage public comments
- Obtain input from a variety of stakeholders
- Inform and involve the media to maximize stakeholder participation
- Assist Study Team with identifying short-, mid-, and long-term transit needs for the Southeast Valley



# Next Steps

- Ongoing coordination with the Project Advisory Committee (PAC)
- Identify transit needs
  - Initiate public survey and engage additional stakeholders
  - Initiate transit optimization task
  - Analyze travel patterns and markets to identify unmet needs and future growth areas



# Questions?



# Project Contact Information

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Valley Metro

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Phoenix, AZ 85003

main: 602 322-7433

email: [jluna@valleymetro.org](mailto:jluna@valleymetro.org)





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

| Source  | Amount                |
|---|-----------------------|
| <b>Accounts Payable-Warrant Register</b>                | <b>767,775.32</b>     |
| <b>ACH/Wire Transfers</b>                               |                       |
| CFD #1 debt service payments - Wells Fargo              | 0.00                  |
| CFD #1 trustee admin fee - Wells Fargo                  |                       |
| CFD #2 debt service payments - Wells Fargo              | 0.00                  |
| CFD #2 trustee admin fee - Wells Fargo                  | 1,000.00              |
| debt service payment - US Bankcorp, firetruck/equipment |                       |
| NFID debt service payment - Bank of New York            |                       |
| NFID admin fees   |                       |
| debt service payment - WIFA                             |                       |
| sales tax payments - ADOR                               | 17,636.86             |
| child support/assignment PR levys                       | 5,296.40              |
| credit/debit/analysis/bank fees                         | 2,661.07              |
| HSA payments  | 12,610.13             |
| AFLAC payments  | 4,592.58              |
| health insurance payments - CIGNA                       | 142,553.17            |
| worker's compensation                                   |                       |
| deferred comp payments                                  | 760.00                |
| <b>Total Transfers</b>                                  | <b>187,110.21</b>     |
| <b>Electronic Retirement Transfer</b>                   |                       |
| ppd 1 - ASRS  | 45,189.62             |
| ppd 2 - ASRS  | 44,840.21             |
| ppd 3 - ASRS  | 0.00                  |
| ppd 1 - Securian (Firefighter Pension)                  | 198.29                |
| ppd 2 - Securian (Firefighter Pension)                  | 228.78                |
| ppd 3 - Securian (Firefighter Pension)                  |                       |
| <b>Total Retirement Transfers</b>                       | <b>90,456.90</b>      |
| <b>Payroll Transfer</b>                                 |                       |
| ppd 1   | 207,841.54            |
| ppd 2   | 227,690.45            |
| ppd 3   |                       |
| <b>Total Payroll Transfers</b>                          | <b>435,531.99</b>     |
| <b>Credit Union Transfers</b>                           |                       |
| ppd 1   | 4,025.38              |
| ppd 2   | 4,025.38              |
| ppd 3   |                       |
| <b>Total Credit Union Transfers</b>                     | <b>8,050.76</b>       |
| <b>Electronic State Tax Transfers</b>                   |                       |
| ppd 1   | 8,661.90              |
| ppd 2   | 8,080.66              |
| ppd 3   | 0.00                  |
| <b>Total State Tax Deposits</b>                         | <b>16,742.56</b>      |
| <b>Electronic Federal Tax Transfers</b>                 |                       |
| ppd 1   | 58,231.74             |
| ppd 2   | 52,175.57             |
| ppd 3   | 0.00                  |
| <b>Total Federal Tax Deposits</b>                       | <b>110,407.31</b>     |
| <b>General Checking Account</b>                         | <b>\$1,616,075.05</b> |
| <b>Total Warrants</b>                                   | <b>\$1,616,075.05</b> |

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

| Check Number | Check Issue Date | Name                             | Invoice No        | Invoice Date | Description  | Total Cost |
|--------------|------------------|----------------------------------|-------------------|--------------|--|------------|
| 32           | 3/25/2014        | A & M PIZZA                      | 41712             | 2/28/2014    | Pizza for crew on fire   | 197.03     |
| 33           | 3/25/2014        | AMERICAN PLANNING ASSOCIATION    | 41712             | 2/28/2014    | 2014 APA National Conference<br>G.Olgin  | 695.00     |
| 34           | 3/25/2014        | At-A-Glance                      | 41712             | 2/28/2014    | AT-A-GLANCE Outlink Business<br>Notebook refill for 80-2004 for<br>Engineering Association | 20.83      |
| 35           | 3/25/2014        | BANKCARD CENTER                  | 41712             | 2/28/2014    | Banners for Home Tour 2/8/14   | 175.50     |
| 35           | 3/25/2014        | BANKCARD CENTER                  | 41712             | 2/28/2014    | Banners for Fishing Derby  | 62.00      |
| 35           | 3/25/2014        | BANKCARD CENTER                  | 41712             | 2/28/2014    | Banners for Fury   | 61.49      |
| 36           | 3/25/2014        | DELL MARKETING L.P.              | 41712             | 2/28/2014    | OptiPlex 3010<br>Computer/Accessories  | 700.16     |
| 37           | 3/25/2014        | LEAGUE OF AZ CITIES AND TOWNS    | 41712             | 2/28/2014    | Elections Training Lisa & Maria  | 80.00      |
| 38           | 3/25/2014        | LITTLE CEASAR'S PIZZA            | 41712             | 2/28/2014    | Pizza for volunteer night  | 87.76      |
| 39           | 3/25/2014        | Native New Yorker                | 41712             | 2/28/2014    | Business Meal  | 94.73      |
| 40           | 3/25/2014        | Navitabs by Lawton               | 41712             | 2/28/2014    | Navitabs for code books  | 44.00      |
| 41           | 3/25/2014        | NFPAI                            | 41712             | 2/28/2014    | NFPA Fire Codes, full set  | 1,165.50   |
| 42           | 3/25/2014        | OFFICE DEPOT INC                 | 0MARCH 14         | 2/28/2014    | Return Receipt Paper   | (47.11)    |
| 42           | 3/25/2014        | OFFICE DEPOT INC                 | 41712             | 2/28/2014    | Office Supplies  | 140.90     |
| 43           | 3/25/2014        | Parts Express                    | 41712             | 2/28/2014    | Equipment to set up wireless<br>head sets in fitness center                                | 171.50     |
| 44           | 3/25/2014        | POSTY CARDS                      | 41712             | 2/28/2014    | Birthday & Anniversary Cards   | 369.25     |
| 45           | 3/25/2014        | POSWORLD                         | 41712             | 2/28/2014    | Ithaca 153S Two-Ply Paper (48<br>rolls)  | 92.00      |
| 46           | 3/25/2014        | SanTan Flats                     | 41712             | 2/28/2014    | Business Meal  | 71.53      |
| 47           | 3/25/2014        | ULINE                            | 41712             | 2/28/2014    | Labeler  | 251.86     |
| 48           | 3/25/2014        | WALMART COMMUNITY #<br>0005 7118 | 41712             | 2/28/2014    | Digital Camera NTE \$100.00  | 67.38      |
| 48           | 3/25/2014        | WALMART COMMUNITY #<br>0005 7118 | 41712             | 2/28/2014    | Supplies (Fabuloso and Clorox<br>wipes) for Custodians                                     | 194.94     |
| 49           | 3/25/2014        | Wist Office Products             | 41712             | 2/28/2014    | Copy paper   | 338.20     |
| 93355        | 3/3/2014         | CASELLE, INC. - VOID             | 3X50 MS&C         | 2/12/2014    | Training   | (150.00)   |
| 93457        | 3/6/2014         | NFPAI - VOID                     | JMOSEY DUES<br>14 | 2/1/2014     | NFPA membership dues   | (165.00)   |
| 93600        | 3/5/2014         | Aaron Lewis c/o Mark<br>Tucker   | PPE 0221/14       | 3/3/2014     | Levy   | 85.25      |
| 93601        | 3/5/2014         | TEMPORAY VENDOR                  | CR2011-0150       | 3/3/2014     | Bond Refund  | 150.00     |
| 93602        | 3/5/2014         | AZ PUBLIC SAFETY<br>RETIREMENT   | PPE 221/14PD      | 3/3/2014     | RETIREMENT CONTRIBUTIONS<br>POLICE   | 17,512.02  |
| 93602        | 3/5/2014         | AZ PUBLIC SAFETY<br>RETIREMENT   | PPE<br>22114FIRE  | 3/3/2014     | RETIREMENT CONTRIBUTIONS<br>FIRE   | 15,813.35  |
| 93602        | 3/5/2014         | AZ PUBLIC SAFETY<br>RETIREMENT   | PPE<br>22114FIRE  | 3/3/2014     | Fire INSURANCE PREMIUM TAX   | (898.76)   |
| 93603        | 3/5/2014         | CENTER FOR EDUCATION<br>AND      | 6811428           | 5/16/2013    | Desk book encyclopedia of<br>Public Employment Law   | 124.95     |
| 93604        | 3/5/2014         | Cintas Corporation               | 696680480         | 2/14/2014    | Weekly fee for uniforms and<br>mats for PW Dept.   | 34.84      |

|       |          |                         |                  |           |   |          |
|-------|----------|-------------------------|------------------|-----------|---|----------|
| 93604 | 3/5/2014 | Cintas Corporation      | 696680480        | 2/14/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 44.30    |
| 93604 | 3/5/2014 | Cintas Corporation      | 696680480        | 2/14/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 3.91     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696680480        | 2/14/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 3.31     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696680480        | 2/14/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 0.54     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696682715        | 2/21/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 34.84    |
| 93604 | 3/5/2014 | Cintas Corporation      | 696682715        | 2/21/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 66.71    |
| 93604 | 3/5/2014 | Cintas Corporation      | 696682715        | 2/21/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 3.91     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696682715        | 2/21/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 3.31     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696682715        | 2/21/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 0.54     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696684965        | 2/28/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 34.84    |
| 93604 | 3/5/2014 | Cintas Corporation      | 696684965        | 2/28/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 48.92    |
| 93604 | 3/5/2014 | Cintas Corporation      | 696684965        | 2/28/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 3.91     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696684965        | 2/28/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 3.31     |
| 93604 | 3/5/2014 | Cintas Corporation      | 696684965        | 2/28/2014 | Weekly fee for uniforms and mats for PW Dept.                       | 0.54     |
| 93605 | 3/5/2014 | COX COMMUNICATIONS      | 204998001<br>314 | 2/22/2014 | Monthly Internet for FY 13/14                                       | 970.00   |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 607319           | 2/10/2014 | Paint primer for Police Department                                  | 37.34    |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 607319           | 2/10/2014 | Paint primer for Police Department                                  | 9.32     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608393           | 2/20/2014 | Motor oil for G096FR Police Department Patrol                       | 30.36    |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608393           | 2/20/2014 | Air and oil filter, serpentine belt and brake pads/G096FR PD Patrol | 140.45   |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608398           | 2/20/2014 | Cutoff wheels for Shop  | 3.82     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608398           | 2/20/2014 | Cutoff wheels for Shop  | 3.82     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608398           | 2/20/2014 | Cutoff wheels for Shop  | 3.82     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608398           | 2/20/2014 | Cutoff wheels for Shop  | 3.82     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608398           | 2/20/2014 | Cutoff wheels for Shop  | 3.82     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608398           | 2/20/2014 | Cutoff wheels for Shop  | 3.81     |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608513           | 2/21/2014 | Motor oil for G870GE Police Department Patrol                       | 35.80    |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608513           | 2/21/2014 | Air and oil filter for G870GE Police Department Patrol              | 22.25    |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608734           | 2/24/2014 | Floor mats for ST-9   | 27.59    |
| 93606 | 3/5/2014 | Day Auto Supply, Inc    | 608928           | 2/25/2014 | Battery, Alternator and Serpentine belt for G043FM PD Patrol        | 501.31   |
| 93607 | 3/5/2014 | Dunn Transportation dba | 11400            | 2/14/2014 | Trackless Trolley Rental for Country Thunder                        | 5,000.00 |

|       |          |                                   |                   |           |  |          |
|-------|----------|-----------------------------------|-------------------|-----------|--|----------|
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208531            | 2/12/2014 | Open PO for Fitness Center<br>purchases                            | 13.02    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208547            | 2/13/2014 | Light bulb for McFarland Park                                      | 3.24     |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208608            | 2/18/2014 | Foam pipe insulation to prevent<br>bird nesting at McFarland Bldg. | 10.48    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208615            | 2/18/2014 | Open PO for Park Maintenance<br>purchases                          | 41.81    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208616            | 2/18/2014 | Open PO for Park Maintenance<br>purchases                          | 1.96     |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208633            | 2/18/2014 | Open PO for Park Maintenance<br>purchases                          | 19.41    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208634            | 2/18/2014 | 6 Swivel Safety Hasp for Silver<br>King Carriage House"            | 11.94    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208650            | 2/19/2014 | Open PO for Park Maintenance<br>purchases                          | 7.78     |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208654            | 2/19/2014 | Open PO for Park Maintenance<br>purchases                          | 1.73     |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208686            | 2/20/2014 | Open PO for Park Maintenance<br>purchases                          | 34.94    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208723            | 2/21/2014 | Open PO for Park Maintenance<br>purchases                          | 31.50    |
| 93608 | 3/5/2014 | FLORENCE TRUE VALUE<br>HARDWARE   | 208754            | 2/24/2014 | AC filter for Florence Police<br>Department                        | 3.47     |
| 93609 | 3/5/2014 | LD Consulting LLC                 | SP 314/14         | 2/21/2014 | Registration Law Enforcement<br>Audit & Training - Sgt Pankey      | 40.00    |
| 93610 | 3/5/2014 | Lippman & Reed (fka)              | PPE 02/21/14      | 3/3/2014  | Levy   | 292.34   |
| 93611 | 3/5/2014 | LOGICALIS                         | 19771             | 2/27/2014 | Ceregon Radio License - Enable<br>Ethernet Switch                  | 720.00   |
| 93611 | 3/5/2014 | LOGICALIS                         | 19771             | 2/27/2014 | Tax  | 59.76    |
| 93612 | 3/5/2014 | Nationwide Retirement<br>Solution | PPE 0221/14       | 3/3/2014  | Nationwide - deferred comp   | 3,488.50 |
| 93613 | 3/5/2014 | OFFICE DEPOT INC                  | 697819808-<br>001 | 2/7/2014  | Office supplies- Chair for Park<br>Maintenance Supervisor          | 220.38   |
| 93613 | 3/5/2014 | OFFICE DEPOT INC                  | 700130853-<br>001 | 2/13/2014 | Office supplies- Paper and chair<br>for Admin Assistant            | 295.84   |
| 93613 | 3/5/2014 | OFFICE DEPOT INC                  | 700131627-<br>001 | 2/13/2014 | Electric sharpener for Florence<br>BB&AB program                   | 13.95    |
| 93614 | 3/5/2014 | OLD PUEBLO RESTAURANT             | SR MEALS<br>22814 | 3/3/2014  | Meal for seniors from Donation<br>Account                          | 405.97   |
| 93615 | 3/5/2014 | PETTY CASH - LIBRARY              | NV13-214          | 2/27/2014 | Supplies for children's<br>programming                             | 68.68    |
| 93615 | 3/5/2014 | PETTY CASH - LIBRARY              | NV13-214          | 2/27/2014 | Maintenance supplies   | 4.65     |
| 93615 | 3/5/2014 | PETTY CASH - LIBRARY              | NV13-214          | 2/27/2014 | AZLA Conference lunch<br>redemption                                | 8.04     |
| 93616 | 3/5/2014 | PINAL CO SHERIFF'S OFFICE         | 41609             | 2/26/2014 | INMATE HOUSING   | 3,676.59 |
| 93616 | 3/5/2014 | PINAL CO SHERIFF'S OFFICE         | 41640             | 2/26/2014 | INMATE HOUSING   | 9,489.84 |
| 93617 | 3/5/2014 | Precision Doors                   | 223896            | 2/7/2014  | Labor for cable replacement on<br>doors at Florence Fire St.1      | 190.00   |
| 93618 | 3/5/2014 | RESERVE ACCOUNT                   | 41712             | 2/28/2014 | Refill Postage Meter   | 1,500.00 |

|       |           |                                |              |           |  |           |
|-------|-----------|--------------------------------|--------------|-----------|--|-----------|
| 93619 | 3/5/2014  | SPACE AGE                      | 78280        | 1/29/2014 | Paint for Police department vehicles                               | 43.52     |
| 93619 | 3/5/2014  | SPACE AGE                      | 78280        | 1/29/2014 | Paint for Police department vehicles                               | 174.15    |
| 93620 | 3/5/2014  | SUNSTATE EQUIPMENT CORP        | 5701139-001  | 2/14/2014 | Rammer Compactor   | 2,820.18  |
| 93620 | 3/5/2014  | SUNSTATE EQUIPMENT CORP        | 5701152-001  | 2/14/2014 | Wacker PST2 400 Electric submersible Pump                          | 409.23    |
| 93620 | 3/5/2014  | SUNSTATE EQUIPMENT CORP        | 5701161-001  | 2/14/2014 | Wacker 3 pump w/ Honda engine"                                     | 2,186.92  |
| 93621 | 3/5/2014  | United States Treasury         | PPE 02/21/14 | 3/3/2014  | Levy   | 75.00     |
| 93622 | 3/5/2014  | UNITED WAY OF PINAL COUNTY     | PPE 02/21/14 | 3/3/2014  | EMPLOYEES CONTRIBUTIONS  | 7.00      |
| 93623 | 3/5/2014  | USA Funds                      | PPE 02/21/14 | 3/3/2014  | Levy   | 344.18    |
| 93624 | 3/5/2014  | WALMART COMMUNITY # 0005 7118  | TR00035      | 2/13/2014 | Sports open PO   | 196.81    |
| 93624 | 3/5/2014  | WALMART COMMUNITY # 0005 7118  | TR04311      | 2/14/2014 | TV and wall mount for Fitness Center                               | 563.32    |
| 93624 | 3/5/2014  | WALMART COMMUNITY # 0005 7118  | TR05182      | 2/6/2014  | Recreation Programs: IBK, BB&AB, Park Jam, ASP, Intersession, Fury | 107.42    |
| 93624 | 3/5/2014  | WALMART COMMUNITY # 0005 7118  | TR08922      | 2/20/2014 | Recreation- Sports Open PO   | 119.63    |
| 93650 | 3/11/2014 | A & M PIZZA                    | 13776 DERBY  | 3/10/2014 | Pizza for staff on Fishing Derby                                   | 52.14     |
| 93651 | 3/11/2014 | VOID                           |              |           |  |           |
| 93651 | 3/11/2014 | VOID                           |              |           |  |           |
| 93652 | 3/11/2014 | Arizona Office of Technology   | 04A704       | 2/28/2014 | Quarterly usage & maintenance                                      | 161.27    |
| 93652 | 3/11/2014 | Arizona Office of Technology   | 04A713       | 2/28/2014 | Copier charges 11/30/13 to 02/28/14                                | 350.32    |
| 93653 | 3/11/2014 | ARIZONA STATE PRISON-FLORENCE  | 020614F-116  | 2/13/2014 | INMATE LABOR/ ROW CLEANUP  | 52.50     |
| 93653 | 3/11/2014 | ARIZONA STATE PRISON-FLORENCE  | 022014F-115  | 2/24/2014 | INMATE LABOR/ ROW CLEANUP  | 105.00    |
| 93654 | 3/11/2014 | ARIZONA STATE TREASURER        | 41671        | 3/1/2014  | STATE SURCHARGES   | 14,261.79 |
| 93654 | 3/11/2014 | ARIZONA STATE TREASURER        | 41671        | 3/1/2014  | STATE JCEF   | 723.28    |
| 93654 | 3/11/2014 | ARIZONA STATE TREASURER        | 41671        | 3/1/2014  | STATE FINES  | 1,171.65  |
| 93654 | 3/11/2014 | ARIZONA STATE TREASURER        | 41671        | 3/1/2014  | ZFAR 1   | 2,703.63  |
| 93654 | 3/11/2014 | ARIZONA STATE TREASURER        | 41671        | 3/1/2014  | ZFAR 2   | 958.80    |
| 93655 | 3/11/2014 | Az Department of Public Safety | 7X22 NH214   | 3/5/2014  | Background Fingerprint Clearance Reports                           | 154.00    |
| 93656 | 3/11/2014 | BAKER & TAYLOR BOOKS           | 4010796974   | 2/20/2014 | Fiction  | 53.61     |
| 93656 | 3/11/2014 | BAKER & TAYLOR BOOKS           | 4010796975   | 2/20/2014 | Children's books   | 123.79    |
| 93656 | 3/11/2014 | BAKER & TAYLOR BOOKS           | 4010796976   | 2/20/2014 | Audio Books  | 79.71     |
| 93656 | 3/11/2014 | BAKER & TAYLOR BOOKS           | 4010796977   | 2/20/2014 | Fiction  | 26.52     |
| 93657 | 3/11/2014 | BANKCARD CENTER                | 41712        | 3/1/2014  | Rack space /1 AND 1 .COM   | 157.17    |

|       |           |                        |             |           |   |          |
|-------|-----------|------------------------|-------------|-----------|---|----------|
| 93657 | 3/11/2014 | BANKCARD CENTER        | 41712       | 3/1/2014  | Business cards for Utility Superintendent Timm Wainscott          | 14.99    |
| 93657 | 3/11/2014 | BANKCARD CENTER        | 41712       | 3/1/2014  | Business cards for Utility Superintendent Timm Wainscott          | 7.50     |
| 93657 | 3/11/2014 | BANKCARD CENTER        | 41712       | 3/1/2014  | Business cards for Utility Superintendent Timm Wainscott          | 7.50     |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 104233  | 135.08   |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 104233  | 135.08   |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 20509   | 46.20    |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 353   | 233.75   |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 10522   | 110.00   |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 21243   | 61.60    |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 21245   | 8,068.84 |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 21242   | 1,245.69 |
| 93658 | 3/11/2014 | BIA                    | 41712       | 3/3/2014  | 21241   | 3,597.64 |
| 93659 | 3/11/2014 | Brady Industries, LLC  | 4400991     | 3/3/2014  | Gloves for Staff for general cleaning                             | 57.92    |
| 93660 | 3/11/2014 | Cactus Pine Builders   | 14-0011     | 3/1/2014  | Admin Conference Room expansion and Demising wall in Breaker Room | 5,550.00 |
| 93661 | 3/11/2014 | CASA GRANDE NEWSPAPERS | 179847      | 2/5/2014  | Classified ads  | 22.52    |
| 93661 | 3/11/2014 | CASA GRANDE NEWSPAPERS | 179927      | 2/12/2014 | Classified ads  | 21.33    |
| 93661 | 3/11/2014 | CASA GRANDE NEWSPAPERS | 179992      | 2/22/2014 | Classified ads  | 22.52    |
| 93661 | 3/11/2014 | CASA GRANDE NEWSPAPERS | 179993      | 2/22/2014 | Classified ads  | 17.77    |
| 93661 | 3/11/2014 | CASA GRANDE NEWSPAPERS | 180093      | 2/28/2014 | Classified ads  | 18.97    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 5829  | 47.81    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 9527  | 270.24   |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 9176  | 46.65    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 7347  | 93.53    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 788   | 60.06    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 246   | 46.83    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 2394  | 47.81    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 705   | 135.12   |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 8030  | 45.04    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 7500  | 81.91    |
| 93662 | 3/11/2014 | CENTURYLINK            | VARIOUS 314 | 2/16/2014 | 236   | 45.04    |

|       |           |                                 |                  |           |   |        |
|-------|-----------|---------------------------------|------------------|-----------|---|--------|
| 93663 | 3/11/2014 | Ceridian Benefit Services       | 332654617        | 3/3/2014  | COBRA Vision Services                                       | 25.00  |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 608721           | 2/24/2014 | Radiator and anti-freeze for ST-036                         | 176.12 |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 608731           | 2/24/2014 | PL32WASH for G096FR Police Department Patrol                | 2.71   |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 608874           | 2/25/2014 | Oil and air filter for back up generator at Fire Station #1 | 128.59 |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 608875           | 2/25/2014 | Oil for back up generator at Town Hall                      | 57.69  |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 608957           | 2/25/2014 | Brake rotor and pad axle for G982EJ PD Patrol               | 278.26 |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 608961           | 2/25/2014 | License plate light for PD Patrol                           | 15.11  |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 609036           | 2/26/2014 | Purchase of Hoist for SWWTP NTE \$75.00                     | 61.95  |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 609045           | 2/26/2014 | Motor oil for G859GL PD Crime scene van                     | 35.81  |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 609045           | 2/26/2014 | Oil and air filter, PL32WASH                                | 24.82  |
| 93664 | 3/11/2014 | Day Auto Supply, Inc            | 609064           | 2/26/2014 | Battery for speed trailer PD Patrol                         | 102.23 |
| 93665 | 3/11/2014 | TEMPORAY VENDOR                 | REF BARSDDB      | 3/5/2014  | Refund customer unable to attend                            | 10.00  |
| 93666 | 3/11/2014 | Discount School Supply          | W194500701<br>02 | 2/25/2014 | Supplies fro Children's programs                            | 139.83 |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 207894           | 1/10/2014 | New clock & battery   | 51.61  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208479           | 2/11/2014 | Weed Killer for Land Maintenance at N & S Plants            | 293.10 |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208479           | 2/11/2014 | Weed Killer for Land Maintenance at N & S Plants            | 293.10 |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208523           | 2/12/2014 | 12- 32oz 40:1 2 Cycle fuel/oil for Water Department use     | 115.96 |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208649           | 2/19/2014 | Emergency purchase: Duct tape for South Plant               | 6.49   |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208697           | 2/20/2014 | Parts for repair of DO Probe & Installation of Mixers SWWTP | 80.11  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208703           | 2/21/2014 | Caution tape  | 65.16  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208703           | 2/21/2014 | 3 Bow Rakes for Utility trucks                              | 49.83  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208765           | 2/25/2014 | Light bulbs for Town Hall                                   | 84.33  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208766           | 2/25/2014 | Touch up paint for Mcfarland Building                       | 18.46  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208776           | 2/25/2014 | Open PO for Park Maintenance purchases                      | 206.40 |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208798           | 2/26/2014 | Drywall anchors   | 34.77  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208849           | 2/27/2014 | Open PO for Park Maintenance purchases                      | 17.38  |
| 93667 | 3/11/2014 | FLORENCE TRUE VALUE<br>HARDWARE | 208958           | 3/5/2014  | Open PO for Park Maintenance purchases                      | 31.04  |

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| 93668 | 3/11/2014 | Global Gov't/Ed Solutions Inc. | J6469835010<br>1          | 2/27/2014 | Wireless system for new Utility Building. UBIQITI                 | 1,478.81 |
| 93668 | 3/11/2014 | Global Gov't/Ed Solutions Inc. | J6469835010<br>1          | 2/27/2014 | Wireless system for new Utility Building. UBIQITI                 | 1,478.81 |
| 93669 | 3/11/2014 | Goodman's Interior Furniture   | 64533                     | 2/12/2014 | Chairs for new station  | 5,382.93 |
| 93670 | 3/11/2014 | HACH COMPANY                   | 8693614                   | 2/12/2014 | Lab supplies: Deionized Water, 4 L & class 1 DIV 2 VERSION OF LDO | 172.73   |
| 93670 | 3/11/2014 | HACH COMPANY                   | 8697610                   | 2/14/2014 | Lab supplies: Deionized Water, 4 L & class 1 DIV 2 VERSION OF LDO | 2,003.51 |
| 93670 | 3/11/2014 | HACH COMPANY                   | 8697611                   | 2/14/2014 | Lab Supplies: item #s 68700, 1465100, 1451535 for WWTPs           | 51.28    |
| 93670 | 3/11/2014 | HACH COMPANY                   | 8697611                   | 2/14/2014 | Lab Supplies: item #s 68700, 1465100, 1451535 for WWTPs           | 51.28    |
| 93671 | 3/11/2014 | Hawkeye Engraving              | 19328                     | 2/26/2014 | PAR TAGS for new employees  | 84.54    |
| 93672 | 3/11/2014 | HERBERT F. FITZPATRICK         | 3179                      | 2/28/2014 | Installation of additional speaker lights at new station          | 1,051.53 |
| 93673 | 3/11/2014 | TEMPORAY VENDOR                | REF APP<br>W/DRAW         | 3/4/2014  | Re-zoning refund (application withdrawn)                          | 572.00   |
| 93674 | 3/11/2014 | TEMPORAY VENDOR                | REFUND<br>TOURNY<br>CANCE | 3/5/2014  | Refund - Tournament cancelled                                     | 185.00   |
| 93675 | 3/11/2014 | TEMPORAY VENDOR                | PZ23-13                   | 3/4/2014  | Re-zoning refund (application withdrawn)                          | 536.00   |
| 93676 | 3/11/2014 | KAKAR, KYLE                    | 316-321/14                | 3/6/2014  | Per diem 3/16 - 3/21/2014   | 165.00   |
| 93677 | 3/11/2014 | LAKESHORE LEARNING MATERIALS   | 1277730214                | 2/26/2014 | Supplies for after school program                                 | 297.69   |
| 93678 | 3/11/2014 | TEMPORAY VENDOR                | 10708600 OP               | 3/4/2014  | Overpayment 10708600  | 40.00    |
| 93679 | 3/11/2014 | MetLife - Group Benefits       | KM05993410<br>314         | 3/1/2014  | Monthly Invoice   | 3,571.98 |
| 93680 | 3/11/2014 | MICHAEL A. PHILLIPS            | 429450                    | 2/24/2014 | Ammunition needed for training - Phillips #986                    | 61.23    |
| 93681 | 3/11/2014 | TEMPORAY VENDOR                | REF BL                    | 3/7/2014  | Refund business license not required                              | 50.00    |
| 93682 | 3/11/2014 | NFPAI                          | 2910006/14                | 2/11/2014 | NFPA membership dues  | 165.00   |
| 93683 | 3/11/2014 | OFFICE DEPOT INC               | 698051753-<br>001         | 2/10/2014 | Printer ink for SWWTP printer. All 4 cartridges.                  | 101.79   |
| 93683 | 3/11/2014 | OFFICE DEPOT INC               | 698051753-<br>001         | 2/10/2014 | Batteries: 9 volt for NWWTP and SWWTP                             | 9.50     |
| 93683 | 3/11/2014 | OFFICE DEPOT INC               | 698051753-<br>001         | 2/10/2014 | Batteries: 9 volt for NWWTP and SWWTP                             | 9.49     |
| 93683 | 3/11/2014 | OFFICE DEPOT INC               | 698051815-<br>001         | 2/8/2014  | Office supplies: index dividers for MSDS book for Utility office  | 4.21     |
| 93684 | 3/11/2014 | Pac Tec, Inc.                  | 0088067-IN                | 2/6/2014  | Restock of liners for Belt Press LBM1329 for NWWTP & SWWTP        | 897.62   |
| 93684 | 3/11/2014 | Pac Tec, Inc.                  | 0088067-IN                | 2/6/2014  | Restock of liners for Belt Press LBM1329 for NWWTP & SWWTP        | 897.61   |
| 93685 | 3/11/2014 | PINAL CO ANIMAL CARE & CONTROL | AUG SEP<br>OCT13          | 9/12/2013 | Animal Control Billing for August 2013                            | 1,890.20 |



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|-------|-----------|--------------------------------|----------------|-----------|--|------------|
| 93685 | 3/11/2014 | PINAL CO ANIMAL CARE & CONTROL | AUG SEP OCT13  | 9/12/2013 | Animal Control Billing for September 2013            | 809.65     |
| 93685 | 3/11/2014 | PINAL CO ANIMAL CARE & CONTROL | AUG SEP OCT13  | 9/12/2013 | Animal Control Billing for October 2013              | 1,721.55   |
| 93686 | 3/11/2014 | PINAL CO LAW ENFORCEMENT ASSOC | MEM FEE 2014   | 3/4/2014  | MEMBERSHIP FEES 2014                                 | 100.00     |
| 93687 | 3/11/2014 | PINAL COUNTY TREASURER         | 41671          | 3/1/2014  | ASSESSMENT JUSTICE COURT FEE                         | 90.83      |
| 93688 | 3/11/2014 | Progressive Hardscapes LLC     | 015506R        | 2/24/2014 | Retainage  | (3,758.57) |
| 93688 | 3/11/2014 | Progressive Hardscapes LLC     | 15506R         | 2/24/2014 | Bomanite Imprinted Concrete                          | 37,585.75  |
| 93689 | 3/11/2014 | TEMPORAY VENDOR                | 321206         | 3/4/2014  | Refund water deposit                                 | 110.00     |
| 93690 | 3/11/2014 | RV STRIPES & GRAPHICS, INC.    | 18284B         | 2/3/2014  | Small Florence PD badge stickers                     | 102.65     |
| 93691 | 3/11/2014 | SAN DIEGO POLICE EQUIP. CO.    | 610679         | 2/13/2014 | Ammunition for .223 rifles                           | 2,261.12   |
| 93692 | 3/11/2014 | Sport Supply Group, Inc.       | 95901431       | 2/24/2014 | Replacement Soccer net                               | 90.00      |
| 93692 | 3/11/2014 | Sport Supply Group, Inc.       | 95901431       | 2/24/2014 | Supplies for Youth Soccer                            | 514.91     |
| 93693 | 3/11/2014 | SURF & SKI ENTERPRISES         | 144076         | 2/21/2014 | Heritage Bowl t-shirts                               | 121.02     |
| 93693 | 3/11/2014 | SURF & SKI ENTERPRISES         | 144084         | 2/26/2014 | Soccer 2014 t-shirts                                 | 749.60     |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3450           | 1/13/2014 | Drinking Water and Ice for Recreation/Fitness Center | 6.48       |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3522           | 2/5/2014  | Drinking Water Open PO                               | 26.33      |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3648           | 1/27/2014 | Drinking Water and Ice for Recreation/Fitness Center | 15.91      |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3674           | 2/10/2014 | Drinking Water for parks maintenance                 | 13.16      |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3709           | 2/18/2014 | Drinking Water and Ice for Recreation/Fitness Center | 22.49      |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3721           | 2/24/2014 | Water & Ice  | 49.36      |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3724           | 2/24/2014 | Water & ice 2/24/14                                  | 26.33      |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3758           | 1/24/2014 | Drinking Water and Ice for Recreation/Fitness Center | 9.32       |
| 93694 | 3/11/2014 | THE WATER SHED                 | 3781           | 3/3/2014  | Water & ice 3/3/14                                   | 31.81      |
| 93695 | 3/11/2014 | Timothy, Wainscott             | REIM EXAM CERT | 2/18/2014 | Reimbursement for Certification                      | 87.00      |
| 93696 | 3/11/2014 | TYLER KARTCHNER                | REFUND 120513  | 12/5/2013 | Refund supplies for Santa                            | 111.29     |
| 93697 | 3/11/2014 | UNITED EXTERMINATING           | 164368         | 3/3/2014  | Exterminating fees                                   | 25.00      |
| 93697 | 3/11/2014 | UNITED EXTERMINATING           | 170140         | 3/3/2014  | Exterminating fees - main PD                         | 35.00      |
| 93697 | 3/11/2014 | UNITED EXTERMINATING           | 170141         | 3/3/2014  | Exterminating fees - PD evidence                     | 35.00      |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.      | 517753         | 2/4/2014  | Uniform allowance Harrison                           | 100.50     |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.      | 517992         | 2/6/2014  | Uniform allowance Kemp                               | 347.46     |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.      | 518019         | 2/6/2014  | Brush pants for members                              | 178.70     |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.      | 518214         | 2/6/2014  | Uniform allowance Urena                              | 50.79      |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.      | 518215         | 2/10/2014 | Uniform allowance Schneider                          | 86.06      |

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| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518224       | 2/10/2014 | Uniform allowance Holbriik   | 94.11    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518225       | 2/6/2014  | Uniform allowance Trella   | 94.11    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518226       | 2/6/2014  | Uniform allowance Worden   | 94.11    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518227       | 2/6/2014  | Uniform allowance Johnson  | 105.00   |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518228       | 2/10/2014 | Uniform allowance Nelson   | 61.68    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518231       | 2/10/2014 | Uniform allowance Regan  | 198.68   |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518232       | 2/10/2014 | Uniform allowance Regan  | 1.32     |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518233       | 2/10/2014 | Uniform allowance Stapley  | 94.11    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518397       | 2/12/2014 | Uniform allowance Mahoney  | 203.50   |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518399       | 2/12/2014 | Uniform allowance Mahoney  | 100.18   |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518523       | 2/10/2014 | Uniform allowance Johnston   | 54.10    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518533       | 2/12/2014 | Uniform allowance Kennedy  | 36.71    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518650       | 2/17/2014 | Uniform allowance Rodney   | 8.23     |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518651       | 2/17/2014 | brush pants for members  | 178.70   |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518652       | 2/17/2014 | Uniform allowance Radney   | 36.71    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518658       | 2/17/2014 | Uniform allowance Moser  | 203.12   |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518710       | 2/18/2014 | Set up fee   | 35.00    |
| 93698 | 3/11/2014 | UNITED FIRE EQUIPMENT CO.     | 518723       | 2/18/2014 | Brush pants for members  | 178.70   |
| 93699 | 3/11/2014 | USABlueBook - ACCT 703717     | 2068649      | 2/13/2014 | Lab Supplies: item #s 28826, 31081 for WWTPs                       | 132.57   |
| 93699 | 3/11/2014 | USABlueBook - ACCT 703717     | 2068649      | 2/13/2014 | Lab Supplies: item #s 28826, 31081 for WWTPs                       | 132.57   |
| 93699 | 3/11/2014 | USABlueBook - ACCT 703717     | 266419       | 2/11/2014 | SWWTP Item #71476 corePro Sr. 5' Middle section qty: 4             | 203.08   |
| 93700 | 3/11/2014 | VISION SERVICE PLAN           | 12253996 314 | 3/1/2014  | VISION INSURANCE   | 1,645.28 |
| 93701 | 3/11/2014 | WALMART COMMUNITY # 0005 7118 | 821          | 2/25/2014 | Custodial supplies   | 176.36   |
| 93701 | 3/11/2014 | WALMART COMMUNITY # 0005 7118 | 1134         | 2/26/2014 | Recreation Programs: IBK, BB&AB, Park Jam, ASP, Intersession, Fury | 87.53    |
| 93702 | 3/11/2014 | WAXIE SANITARY SUPPLY         | 74448278     | 2/25/2014 | Cleaning Supplies for station #2                                   | 46.01    |
| 93703 | 3/11/2014 | TEMPORAY VENDOR               | P32851       | 2/7/2014  | Supplies to Secure Sign at American Legion                         | 200.00   |

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| 93704 | 3/11/2014 | AZ APCO/NENA                 | 1278768-65810637 | 3/4/2014   | Registration for Indorf & Quinones - APCO conference      | 400.00    |
| 93705 | 3/11/2014 | HALT, JASPER                 | 11514-22114      | 2/28/2014  | Daily Mail Run/Town Hall                                  | 11.70     |
| 93706 | 3/11/2014 | The Active Network, Inc.     | 11054522         | 1/28/2014  | Activenet card swipe for BB&AB program                    | 311.03    |
| 93707 | 3/14/2014 | ALLEN ALLESANDRA             | NGIP CONF        | 3/11/2014  | NGIP Conference-Reimburse for mileage/parking             | 90.62     |
| 93708 | 3/14/2014 | Arizona Courts Association   | 2014 SPRING CON  | 3/5/2014   | Conference Fees/ Membership renewal                       | 255.00    |
| 93709 | 3/14/2014 | ARIZONA MAGISTRATES ASSOC    | KK DUES 2014     | 3/10/2014  | Yearly dues   | 50.00     |
| 93710 | 3/14/2014 | Arizona Office of Technology | 04A705           | 2/28/2014  | Copier charges 11/30/13 to 2/28/14                        | 875.97    |
| 93711 | 3/14/2014 | BAXTER DESIGN GROUP LLC      | 393              | 11/30/2013 | Construction Staking of Plant Road (Inv. 393)             | 4,800.00  |
| 93711 | 3/14/2014 | BAXTER DESIGN GROUP LLC      | 407              | 3/5/2014   | Project management service                                | 12,000.00 |
| 93712 | 3/14/2014 | BC GRAPHICS                  | 94260            | 3/3/2014   | Custodial Maintenance Workers Shirts                      | 560.99    |
| 93713 | 3/14/2014 | BENSON SYSTEMS               | 118896           | 2/26/2014  | Anthem Fire Station/ Travel time to site                  | 172.50    |
| 93714 | 3/14/2014 | Capital One Commercial       | 43273            | 3/6/2014   | Restock supplies- paper towels, trash bags, Ziplocs, etc. | 100.00    |
| 93714 | 3/14/2014 | Capital One Commercial       | 43273            | 3/6/2014   | Restock supplies- paper towels, trash bags, Ziplocs, etc. | 59.47     |
| 93715 | 3/14/2014 | Central AZ Solid Waste Inc.  | TOF1401          | 2/12/2014  | Landfill Disposal Fees - January Inv.#TOF 14.01           | 10,379.98 |
| 93716 | 3/14/2014 | Cintas Corporation           | 696680481        | 2/14/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 3.17      |
| 93716 | 3/14/2014 | Cintas Corporation           | 696680481        | 2/14/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 37.58     |
| 93716 | 3/14/2014 | Cintas Corporation           | 696680481        | 2/14/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 19.45     |
| 93716 | 3/14/2014 | Cintas Corporation           | 696680481        | 2/14/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 19.45     |
| 93716 | 3/14/2014 | Cintas Corporation           | 696682716        | 2/21/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 3.17      |
| 93716 | 3/14/2014 | Cintas Corporation           | 696682716        | 2/21/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 18.32     |
| 93716 | 3/14/2014 | Cintas Corporation           | 696682716        | 2/21/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 9.81      |
| 93716 | 3/14/2014 | Cintas Corporation           | 696682716        | 2/21/2014  | Weekly fee for uniforms and mats for Utility Dept.        | 9.81      |
| 93716 | 3/14/2014 | Cintas Corporation           | 696687207        | 3/7/2014   | Weekly fee for uniforms and mats for PW Dept.             | 34.84     |
| 93716 | 3/14/2014 | Cintas Corporation           | 696687207        | 3/7/2014   | Weekly fee for uniforms and mats for PW Dept.             | 48.92     |
| 93716 | 3/14/2014 | Cintas Corporation           | 696687207        | 3/7/2014   | Weekly fee for uniforms and mats for PW Dept.             | 3.91      |
| 93716 | 3/14/2014 | Cintas Corporation           | 696687207        | 3/7/2014   | Weekly fee for uniforms and mats for PW Dept.             | 3.31      |

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| 93716 | 3/14/2014 | Cintas Corporation            | 696687207   | 3/7/2014   | Weekly fee for uniforms and mats for PW Dept.             | 0.54      |
| 93717 | 3/14/2014 | Commercial Fitness            | 1736        | 3/5/2014   | Fitness equipment for station #2                          | 33,108.73 |
| 93718 | 3/14/2014 | TEMPORAY VENDOR               | 712442      | 3/7/2014   | Refund garbage deposit                                    | 58.00     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 606988      | 2/6/2014   | Motor oil for G917DY PD Patrol                            | 30.36     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 606988      | 2/6/2014   | Oil and air filter for G917DY PD Patrol                   | 22.54     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 607237      | 2/10/2014  | Flasher for turn and emergency signals on ST-029          | 18.99     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 607290      | 2/10/2014  | Blinker flasher for ST-036                                | 11.49     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 607698      | 2/13/2014  | Heavy duty air rivet gun for larger rivets                | 566.32    |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609053      | 2/26/2014  | Two fan belts and two compressor oil kits for WW-011      | 15.04     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609074      | 2/26/2014  | Two fan belts and two compressor oil kits for WW-011      | 20.08     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609074      | 2/26/2014  | Two fan belts and two compressor oil kits for WW-011      | 20.08     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609074      | 2/26/2014  | Two fan belts and two compressor oil kits for WW-011      | 5.04      |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609222      | 2/27/2014  | Oil filter, air filter and wiper blades for ST-13         | 41.12     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609516      | 3/3/2014   | Engine thermostat and gasket for ST-036                   | 6.28      |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609571      | 3/3/2014   | Wiper blades for WW-25                                    | 11.94     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609571      | 3/3/2014   | Wiper blades for WW-25                                    | 11.95     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609577      | 3/3/2014   | Shop towels for Custodians                                | 97.50     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609583      | 3/3/2014   | Motor oil for Senior Center 005                           | 26.02     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609583      | 3/3/2014   | Air and oil filter for Senior Center 005                  | 22.14     |
| 93719 | 3/14/2014 | Day Auto Supply, Inc          | 609894      | 3/5/2014   | Helium  | 108.69    |
| 93720 | 3/14/2014 | Degan Construction LLC        | 14112       | 3/3/2014   | Main Street Ramps Project (Job #13-0438)                  | 8,521.00  |
| 93720 | 3/14/2014 | Degan Construction LLC        | 14113       | 3/3/2014   | Main Street Ramps - West of Main on 6th Street            | 1,329.00  |
| 93720 | 3/14/2014 | Degan Construction LLC        | 5515        | 12/27/2013 | Main Street Ramps Project (Job #13-0438)                  | 21,365.76 |
| 93720 | 3/14/2014 | Degan Construction LLC        | 5555        | 12/30/2013 | West Butte Avenue Sanitary Sewer/ Shoring & Coring        | 3,545.49  |
| 93721 | 3/14/2014 | Dickson Wright Mariscal Weeks | 912545      | 3/6/2014   | Professional Services-Johnson Utilities                   | 1,078.78  |
| 93722 | 3/14/2014 | Farnsworth Wholesale Company  | S2286955001 | 2/28/2014  | Smith Blair 6 Full Circle Repair clamps 226-00066312-000" | 429.12    |
| 93722 | 3/14/2014 | Farnsworth Wholesale Company  | S2289315001 | 2/28/2014  | CIP U-73 Pipe for Bailey Street Extension:16C905DR 18-20  | 2,592.28  |

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| 93723 | 3/14/2014 | FERRELLGAS                     | 1081298243    | 2/27/2014  | Propane for Radio tower 3949 Iowa Street  | 236.10    |
| 93724 | 3/14/2014 | FLORENCE TRUE VALUE HARDWARE   | 208666        | 2/19/2014  | 60lb Concrete & Yellow Caution Tape. CIP U-35 Valve Replacement                     | 69.33     |
| 93724 | 3/14/2014 | FLORENCE TRUE VALUE HARDWARE   | 208778        | 2/25/2014  | 2 pk 8' Motor Tie Down for Hydrant repair CIP U30                                   | 29.22     |
| 93724 | 3/14/2014 | FLORENCE TRUE VALUE HARDWARE   | 208825        | 2/27/2014  | Six anchor screws for Fire Station #2   | 0.85      |
| 93724 | 3/14/2014 | FLORENCE TRUE VALUE HARDWARE   | 208826        | 2/27/2014  | One masonry drill bit   | 6.51      |
| 93724 | 3/14/2014 | FLORENCE TRUE VALUE HARDWARE   | 208834        | 2/27/2014  | Emergency Purchase: Rope-putting in SAM Units @ SWWTP                               | 32.59     |
| 93725 | 3/14/2014 | Freeport-McMoran Copper & Gold | 90331822      | 2/28/2014  | Evidence destruction- burn  | 75.00     |
| 93726 | 3/14/2014 | GCR TIRE CENTERS               | 827-35615     | 2/25/2014  | Tires for Ray White's Van   | 1,206.42  |
| 93727 | 3/14/2014 | GLASSCO INC.                   | 20579         | 2/28/2014  | Window repair work at Town Hall   | 1,149.77  |
| 93728 | 3/14/2014 | HENRY & HORNE, P.L.C.          | 196851        | 2/28/2014  | Johnson Utilities Services  | 4,064.00  |
| 93729 | 3/14/2014 | HERBERT F. FITZPATRICK         | 3059          | 12/26/2013 | Work done for station #2  | 4,147.50  |
| 93730 | 3/14/2014 | HOME DEPOT CREDIT SERVICES     | 23124         | 3/10/2014  | Various tools for FM, Scrapers, mag lights, tool pouches, etc..                     | 2.43      |
| 93730 | 3/14/2014 | HOME DEPOT CREDIT SERVICES     | 23124         | 3/10/2014  | One 3' and one 6' Easy Reach step stool   | 71.18     |
| 93730 | 3/14/2014 | HOME DEPOT CREDIT SERVICES     | 11212         | 3/10/2014  | Six cases of AC filters and 24 tubes or Flash sealer for PW roof                    | 401.17    |
| 93730 | 3/14/2014 | HOME DEPOT CREDIT SERVICES     | 11212         | 3/10/2014  | Various tools for Facilities Maintenance: Scrapers, mag lights, tool pouches, etc.. | 532.57    |
| 93730 | 3/14/2014 | HOME DEPOT CREDIT SERVICES     | 7010807       | 3/3/2014   | AC filters restock  | 166.85    |
| 93731 | 3/14/2014 | IN THE LINE OF DUTY            | DVDTRAIN      | 3/1/2014   | Training DVD with lesson plan & tests   | 200.00    |
| 93732 | 3/14/2014 | JONES AUTO CENTER              | 144350        | 2/28/2014  | Fan shroud for WW-5   | 123.77    |
| 93732 | 3/14/2014 | JONES AUTO CENTER              | 144387        | 3/3/2014   | Emergency release handle for ST-019   | 28.52     |
| 93732 | 3/14/2014 | JONES AUTO CENTER              | 144458        | 3/6/2014   | Credit  | (16.45)   |
| 93733 | 3/14/2014 | Kutack Rock LLP                | 1927593       | 2/25/2014  | Legal services - Social Security Jan 2014   | 10,780.91 |
| 93734 | 3/14/2014 | Larry O. Garcia Jr.            | REIM 30214    | 3/2/2014   | Reimbursement for work boots  | 130.43    |
| 93735 | 3/14/2014 | LEXIS NEXIS                    | 1401495067    | 1/31/2014  | Research - Jan. 2014  | 175.00    |
| 93735 | 3/14/2014 | LEXIS NEXIS                    | 14024946267   | 2/28/2014  | Research - Feb. 2014  | 175.00    |
| 93736 | 3/14/2014 | MICHAEL BACA                   | 133019        | 3/5/2014   | Car Wash for 3 Recreational vehicles  | 60.00     |
| 93737 | 3/14/2014 | NOTARY BOND AGENCY             | 301744 314    | 3/1/2014   | Notary renewal - Prendergast & Sichling   | 45.00     |
| 93737 | 3/14/2014 | NOTARY BOND AGENCY             | 301858 314    | 3/1/2014   | Notary renewal - Prendergast & Sichling   | 45.00     |
| 93738 | 3/14/2014 | OFFICE DEPOT INC               | 693509882-001 | 2/25/2014  | Ink, labels, adhesive, battery  | 122.56    |

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| 93738 | 3/14/2014 | OFFICE DEPOT INC               | 695609896-001     | 3/6/2014  | Office supplies   | 126.22   |
| 93739 | 3/14/2014 | Onstream Media Corporation     | INV00022378       | 2/19/2014 | Channel 11 Streaming - 1 Year                           | 123.00   |
| 93740 | 3/14/2014 | PACER Service Center           | JM1839 214        | 2/12/2014 | Access to court electronic records                      | 16.00    |
| 93741 | 3/14/2014 | Pipeline Services              | 15720             | 2/26/2014 | Hydro Stop valve for Hydrant Replacement on Colorado St | 3,800.00 |
| 93742 | 3/14/2014 | PRESCOTT RESORT & CONF CTR     | JR 423-25/14      | 3/5/2014  | Lodging for April 2013                                  | 282.66   |
| 93743 | 3/14/2014 | Randy Jabara                   | 222-23/14         | 3/12/2014 | Per diem for training                                   | 20.00    |
| 93744 | 3/14/2014 | RIGHT AWAY DISPOSAL            | 702135            | 3/1/2014  | RAD SANIATION CONTRACT COMMERCIAL                       | 7,196.00 |
| 93745 | 3/14/2014 | RV STRIPES & GRAPHICS, INC.    | 18284             | 2/3/2014  | Reflective laminated PD decals for G-991DF Trailer      | 182.29   |
| 93746 | 3/14/2014 | SAFeway INC.                   | 801346-0216141732 | 2/16/2014 | Supplies  | 67.96    |
| 93747 | 3/14/2014 | SMART & FINAL STORES CORP      | 4.93065E+12       | 2/25/2014 | Supplies  | 356.72   |
| 93748 | 3/14/2014 | smartschoolsplus, inc dba      | 517-018           | 3/3/2014  | John Mitchell Contract                                  | 3,912.93 |
| 93748 | 3/14/2014 | smartschoolsplus, inc dba      | 517-018           | 3/3/2014  | John Mitchell Contract                                  | 3,912.93 |
| 93749 | 3/14/2014 | Spring Meadows Water           | 271               | 3/11/2014 | Move of Reverse Osmosis System to station #2            | 200.00   |
| 93750 | 3/14/2014 | SUNSTATE EQUIPMENT CORP        | 5709359001        | 2/25/2014 | Equipment rental for Hydrant Project CIP U-30           | 867.77   |
| 93750 | 3/14/2014 | SUNSTATE EQUIPMENT CORP        | 5718998-001       | 3/6/2014  | Wheel kit for PT3A pump NTA \$250.00                    | 236.28   |
| 93751 | 3/14/2014 | TEMPORAY VENDOR                | 107704 OP         | 3/14/2014 | Overpayment 107704                                      | 50.00    |
| 93752 | 3/14/2014 | Trafficade Service., Inc., dba | 1275480           | 2/22/2014 | Barricade rental/signs for Main St. Inv.# 01275480      | 371.54   |
| 93753 | 3/14/2014 | UNITED EXTERMINATING           | 164365            | 3/3/2014  | Exterminating fees-Silver King                          | 25.00    |
| 93753 | 3/14/2014 | UNITED EXTERMINATING           | 164367            | 3/3/2014  | Exterminating fees- Town Hall                           | 35.00    |
| 93753 | 3/14/2014 | UNITED EXTERMINATING           | 170124            | 2/25/2014 | Pest control for the year                               | 35.00    |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 517978            | 2/6/2014  | Turn outs for Trella                                    | 2,732.64 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 517981            | 2/6/2014  | Turn outs for Worden                                    | 2,732.64 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518010            | 2/6/2014  | Turn outs for Johnson                                   | 2,732.64 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518028            | 2/6/2014  | Turn outs for Holbrook                                  | 1,311.58 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518040            | 2/6/2014  | Turn outs for Urena                                     | 1,311.62 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518066            | 2/6/2014  | Turn outs for Nelson                                    | 2,696.45 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518067            | 2/6/2014  | Turn outs for Schneider                                 | 2,696.45 |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518168            | 2/7/2014  | Turn outs for Stapley                                   | 443.76   |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.      | 518714            | 2/18/2014 | Uniform allowance Jabara                                | 47.60    |

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| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518722      | 2/18/2014 | Uniform allowance Usher                           | 27.40     |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518873      | 2/20/2014 | Uniform allowance Radney                          | 97.42     |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518918      | 2/20/2014 | Uniform allowance Scherm                          | 217.25    |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518945      | 2/20/2014 | Uniform allowance Murtha                          | 36.71     |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518946      | 2/19/2014 | Uniform allowance Walter                          | 46.73     |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518947      | 2/19/2014 | Uniform allowance Walter                          | 7.53      |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518948      | 2/20/2014 | Uniform allowance Calise                          | 66.01     |
| 93754 | 3/14/2014 | UNITED FIRE EQUIPMENT CO.     | 518955      | 2/20/2014 | Uniform allowance Kennedy                         | 100.18    |
| 93755 | 3/14/2014 | WALMART COMMUNITY # 0005 7118 | 4288        | 2/25/2014 | Supplies for the kitchen                          | 128.56    |
| 93755 | 3/14/2014 | WALMART COMMUNITY # 0005 7118 | 4288        | 2/25/2014 | Janitorial supplies                               | 12.00     |
| 93755 | 3/14/2014 | WALMART COMMUNITY # 0005 7118 | 4288        | 2/25/2014 | Office Supply                                     | 4.00      |
| 93756 | 3/14/2014 | WATER WORKS ENGINEERS, LLC    | 3484        | 1/31/2014 | Johnson Utilities Evaluation                      | 11,082.50 |
| 93757 | 3/14/2014 | West Coast Arborists, Inc.    | 94878       | 3/4/2014  | Tree Pruning on Park & Ruggles NTE \$2000.00      | 1,500.00  |
| 93758 | 3/14/2014 | WEX BANK                      | 36007241    | 3/1/2014  | Online Fee  | 5.00      |
| 93758 | 3/14/2014 | WEX BANK                      | 36007241    | 3/1/2014  | Fuel  | 20,262.11 |
| 93759 | 3/17/2014 | Aaron Lewis c/o Mark Tucker   | PPE 0307/14 | 3/17/2014 | Levy  | 106.34    |
| 93760 | 3/17/2014 | Advanced Infosystems          | 11310       | 3/7/2014  | PROCESSING DATA FOR BILLS                         | 967.06    |
| 93761 | 3/17/2014 | ARIZONA FIRE CHIEFS ASSOC     | 300000243   | 8/19/2013 | Membership dues for Chief Zick and Captain Mosser | 75.00     |
| 93761 | 3/17/2014 | ARIZONA FIRE CHIEFS ASSOC     | 300000244   | 8/19/2013 | Membership dues for Chief Zick and Captain Mosser | 75.00     |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 212.14    |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 1,183.41  |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 59.88     |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 59.88     |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 1,306.38  |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 957.91    |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 849.10    |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 1,063.97  |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE        | 41712       | 3/6/2014  | ELECTRIC  | 230.05    |

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| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 335.68    |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 1,441.65  |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 3,998.14  |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 4,141.51  |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 128.26    |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 572.00    |
| 93762 | 3/17/2014 | ARIZONA PUBLIC SERVICE         | 41712              | 3/6/2014   | ELECTRIC  | 2,172.98  |
| 93763 | 3/17/2014 | Arizona Public Service Company | 454526287<br>314   | 3/6/2014   | SLID #1   | 5,249.31  |
| 93763 | 3/17/2014 | Arizona Public Service Company | 521526288<br>314   | 3/6/2014   | SLID #2   | 1,529.18  |
| 93763 | 3/17/2014 | Arizona Public Service Company | 915626281<br>314   | 3/6/2014   | SLID #3   | 731.44    |
| 93764 | 3/17/2014 | ARSENAULT ASSOCIATES           | 31611              | 3/7/2014   | Dossier training for David Hills                                  | 1,295.00  |
| 93765 | 3/17/2014 | AZ PUBLIC SAFETY RETIREMENT    | PPE<br>0307/14FIRE | 3/17/2014  | RETIREMENT CONTRIBUTIONS FIRE                                     | 11,440.56 |
| 93765 | 3/17/2014 | AZ PUBLIC SAFETY RETIREMENT    | PPE<br>0307/14FIRE | 3/17/2014  | Fire INSURANCE PREMIUM TAX  | (898.76)  |
| 93765 | 3/17/2014 | AZ PUBLIC SAFETY RETIREMENT    | PPE 307/14PD       | 3/17/2014  | RETIREMENT CONTRIBUTIONS POLICE                                   | 15,266.18 |
| 93766 | 3/17/2014 | BC GRAPHICS                    | 94171              | 2/24/2014  | Shirts for Town Manager   | 168.68    |
| 93767 | 3/17/2014 | Brady Industries, LLC          | 4394776            | 2/24/2014  | Mop / dust mop heads and one handle                               | 44.40     |
| 93768 | 3/17/2014 | Casa Grande Pumping Svc., Inc  | 8213               | 3/5/2014   | Sludge hauling from N to S Plant Nte \$4000.00                    | 2,300.00  |
| 93769 | 3/17/2014 | Casa Grande Counseling Service | 635                | 3/6/2014   | Psychiatric Exam  | 180.00    |
| 93770 | 3/17/2014 | CASA GRANDE COURIER, INC.      | 839                | 3/2/2014   | Courier fees February 2014 W/WW                                   | 252.00    |
| 93770 | 3/17/2014 | CASA GRANDE COURIER, INC.      | 839                | 3/2/2014   | Courier fees February 2014 SWWTP                                  | 982.00    |
| 93770 | 3/17/2014 | CASA GRANDE COURIER, INC.      | 839                | 3/2/2014   | Courier fees February 2014 NWWTP                                  | 982.00    |
| 93771 | 3/17/2014 | CASA GRANDE NEWSPAPERS         | PH ANX13-03        | 12/19/2013 | Legal ads - annex. 2013-03 and Design build construction services | 176.26    |
| 93771 | 3/17/2014 | CASA GRANDE NEWSPAPERS         | PN CONS/SVC        | 1/16/2014  | Legal ads - annex. 2013-03 and Design build construction services | 64.52     |
| 93772 | 3/17/2014 | CHARLES A. MONTOYA             | REIM MEETS         | 3/17/2014  | Lunch meetings  | 238.91    |
| 93773 | 3/17/2014 | TEMPORAY VENDOR                | 412612             | 3/12/2014  | Refund water deposit  | 29.83     |
| 93774 | 3/17/2014 | TEMPORAY VENDOR                | 10113608           | 3/17/2014  | Refund water deposit  | 103.81    |
| 93775 | 3/17/2014 | Cintas Corporation             | 696684966          | 2/28/2014  | Weekly fee for uniforms and mats for Utility Dept.                | 3.17      |
| 93775 | 3/17/2014 | Cintas Corporation             | 696684966          | 2/28/2014  | Weekly fee for uniforms and mats for Utility Dept.                | 18.32     |



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| 93775 | 3/17/2014 | Cintas Corporation             | 696684966   | 2/28/2014  | Weekly fee for uniforms and mats for Utility Dept.                             | 9.81   |
| 93775 | 3/17/2014 | Cintas Corporation             | 696684966   | 2/28/2014  | Weekly fee for uniforms and mats for Utility Dept.                             | 9.81   |
| 93775 | 3/17/2014 | Cintas Corporation             | 696687208   | 3/7/2014   | Weekly fee for uniforms and mats for Utility Dept.                             | 3.17   |
| 93775 | 3/17/2014 | Cintas Corporation             | 696687208   | 3/7/2014   | Weekly fee for uniforms and mats for Utility Dept.                             | 28.16  |
| 93775 | 3/17/2014 | Cintas Corporation             | 696687208   | 3/7/2014   | Weekly fee for uniforms and mats for Utility Dept.                             | 14.73  |
| 93775 | 3/17/2014 | Cintas Corporation             | 696687208   | 3/7/2014   | Weekly fee for uniforms and mats for Utility Dept.                             | 14.73  |
| 93776 | 3/17/2014 | COOLIDGE ENGINE & PUMP, L.L.C. | 5745        | 12/19/2013 | Supplied Fuses for Influent Pump - Three- 80 Amp fuses 12/19/13                | 159.79 |
| 93777 | 3/17/2014 | David Hills                    | 32414-32814 | 3/17/2014  | Meals for training( per diem)  | 132.00 |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 309685      | 3/4/2014   | Oil Seal for G044FM PD Patrol  | 11.95  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 309852      | 3/5/2014   | Hydraulic fitting cap  | 2.02   |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609165      | 2/27/2014  | Radiator and Anti freeze for WW-5  | 255.77 |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609412      | 2/28/2014  | Wiper blades for G560CL PD Volunteer   | 11.28  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609631      | 3/3/2014   | Motor oil for G044FM PD Patrol   | 30.36  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609631      | 3/3/2014   | Air and oil filter, rear wheel seal, brake pads, gear oil for G044FM PD Patrol | 153.02 |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609634      | 3/3/2014   | PI32WASH for G044FM PD Patrol  | 2.71   |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609669      | 3/4/2014   | Two bottles of block test fluid  | 13.02  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609670      | 3/4/2014   | Turn signal flasher for St-025 Mobil Sweeper                                   | 3.49   |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609740      | 3/4/2014   | Battery for AD-004   | 97.51  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609777      | 3/4/2014   | Rocker switch for wheel chair lift on SC-005                                   | 20.32  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609778      | 3/4/2014   | Two 10mm end wrenches for ST-005   | 20.75  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609786      | 3/4/2014   | Brake switch for ST-025  | 4.45   |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609849      | 3/5/2014   | Motor oil for G869GE PD Patrol   | 35.81  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609849      | 3/5/2014   | Brake rotor, brake pads, air and oil filter for G869GE PD Patrol               | 328.53 |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 609982      | 3/6/2014   | Ignition coil for G467EN PD Patrol   | 54.90  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 610016      | 3/6/2014   | Thermostat/ thermostat housing seal for G476EN PD Patrol                       | 11.94  |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 610069      | 3/6/2014   | Two hydraulic fitting caps   | 3.43   |
| 93778 | 3/17/2014 | Day Auto Supply, Inc           | 610075      | 3/6/2014   | Motor Oil for WW-7 & WW-25   | 102.94 |

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| 93778 | 3/17/2014 | Day Auto Supply, Inc          | 610075      | 3/6/2014   | Air filter and oil filter for WW-7 & WW-25                       | 67.40     |
| 93778 | 3/17/2014 | Day Auto Supply, Inc          | 610124      | 3/7/2014   | Motor oil for ST-4   | 39.10     |
| 93778 | 3/17/2014 | Day Auto Supply, Inc          | 610124      | 3/7/2014   | Air filter, oil filter and PL32WASH for ST-4                     | 29.07     |
| 93778 | 3/17/2014 | Day Auto Supply, Inc          | 610214      | 3/7/2014   | One roll of emery cloth sand paper                               | 71.52     |
| 93778 | 3/17/2014 | Day Auto Supply, Inc          | 610221      | 3/7/2014   | One case of blue shop towels                                     | 87.72     |
| 93779 | 3/17/2014 | DESERT BORING AND EXCAVATION  | 6954        | 10/22/2013 | Emergency Excavation @ 812 Pennsylvania                          | 562.50    |
| 93779 | 3/17/2014 | DESERT BORING AND EXCAVATION  | 6954        | 10/22/2013 | Emergency Excavation @ 3708 Michigan                             | 500.00    |
| 93780 | 3/17/2014 | Dickson Wright Mariscal Weeks | 911531      | 2/24/2014  | Out side legal services - Curis Jan. 2014                        | 14,537.89 |
| 93781 | 3/17/2014 | DPC ENTERPRISES, L.P.         | 27200012514 | 2/24/2014  | 10-150 lb. CL2 cylinders for SWWTP & NWWTP                       | 436.80    |
| 93781 | 3/17/2014 | DPC ENTERPRISES, L.P.         | 27200012514 | 2/24/2014  | 10-150 lb. CL2 cylinders for SWWTP & NWWTP                       | 436.80    |
| 93781 | 3/17/2014 | DPC ENTERPRISES, L.P.         | 27200013714 | 3/6/2014   | 1 ton CL2 for SWWTP  | 666.12    |
| 93782 | 3/17/2014 | EAST VALLEY SPORTS            | 2205        | 3/6/2014   | Heritage Bowl- supplies  | 90.76     |
| 93783 | 3/17/2014 | FLORENCE TRUE VALUE HARDWARE  | 208429      | 2/7/2014   | Open PO for Park Maintenance purchases                           | 26.58     |
| 93783 | 3/17/2014 | FLORENCE TRUE VALUE HARDWARE  | 208937      | 3/4/2014   | Emergency Purchase: Nozzle for Weed Sprayer                      | 8.31      |
| 93783 | 3/17/2014 | FLORENCE TRUE VALUE HARDWARE  | 208937      | 3/4/2014   | Emergency Purchase: Nozzle for Weed Sprayer                      | 8.31      |
| 93783 | 3/17/2014 | FLORENCE TRUE VALUE HARDWARE  | 208969      | 3/5/2014   | Emergency-Parts to repair NWWTP Clarifier Lower Pump             | 20.82     |
| 93783 | 3/17/2014 | FLORENCE TRUE VALUE HARDWARE  | 208983      | 3/6/2014   | CIP U-30 North Dakota Fire Hydrant 47lb Cement, 60lb Mortar      | 115.58    |
| 93783 | 3/17/2014 | FLORENCE TRUE VALUE HARDWARE  | 208998      | 3/6/2014   | CIP U-30 North Dakota Fire Hydrant                               | 8.34      |
| 93784 | 3/17/2014 | GLENDALE COMMUNITY COLLEGE    | LE0286AA    | 3/13/2014  | Registration for AZPOST Rifle Instructor Certification - Salazar | 308.00    |
| 93785 | 3/17/2014 | GRAINGER, INC.                | 9381682864  | 3/5/2014   | Water free Urinal Cartridges for Custodial Maintenance Workers   | 395.53    |
| 93786 | 3/17/2014 | Harrington Industrial Plastic | 1688047     | 3/5/2014   | Item # TB1150STE 1-1/2 Valve Ball TUBV S/T PVC for SWWTP"        | 88.48     |
| 93787 | 3/17/2014 | HERBERT F. FITZPATRICK        | 3177        | 2/28/2014  | Service call - checked rear parking camera, labeled RP camera    | 105.00    |
| 93788 | 3/17/2014 | Legend Technical Svcs., Inc.  | 1403114     | 2/28/2014  | Analytical Testing for Water February 2014                       | 1,824.00  |
| 93788 | 3/17/2014 | Legend Technical Svcs., Inc.  | 1403115     | 2/28/2014  | Analytical Testing for NWWTP February 2014                       | 795.20    |
| 93788 | 3/17/2014 | Legend Technical Svcs., Inc.  | 1403116     | 2/28/2014  | Analytical Testing for SWWTP February 2014                       | 2,295.60  |
| 93789 | 3/17/2014 | Lippman & Reed (fka)          | PPE307/14   | 3/17/2014  | Levy   | 301.98    |

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|-------|-----------|--|-------------------|-----------|--|-----------|
| 93790 | 3/17/2014 | MBI OCCUPATIONAL<br>HLTHCARE CG                          | 238690            | 3/4/2014  | Drug screen/physical - E<br>DeFassio                   | 155.00    |
| 93791 | 3/17/2014 | MEMBERSHIP COSTCO  | 798842897 14      | 3/1/2014  | Renewal Company Card                                   | 118.91    |
| 93792 | 3/17/2014 | Michael Angel Berlanga                                   | 206-227/14        | 3/12/2014 | Karate Instructor                                      | 200.00    |
| 93793 | 3/17/2014 | N & D designs  | 3786              | 1/10/2014 | Home Tour number signs                                 | 2,400.00  |
| 93794 | 3/17/2014 | Nationwide Retirement<br>Solution                        | PPE 0307/14       | 3/17/2014 | Nationwide - deferred comp                             | 3,488.50  |
| 93795 | 3/17/2014 | NEXTEL COMMUNICATIONS                                    | 573910311-<br>147 | 2/28/2014 | Data cards   | 683.82    |
| 93795 | 3/17/2014 | NEXTEL COMMUNICATIONS                                    | 573910311-<br>147 | 2/28/2014 | Data cards   | 189.95    |
| 93795 | 3/17/2014 | NEXTEL COMMUNICATIONS                                    | 573910311-<br>147 | 2/28/2014 | Data cards   | 75.98     |
| 93795 | 3/17/2014 | NEXTEL COMMUNICATIONS                                    | 573910311-<br>147 | 2/28/2014 | Data cards   | 56.98     |
| 93795 | 3/17/2014 | NEXTEL COMMUNICATIONS                                    | 573910311-<br>147 | 2/28/2014 | Data cards   | 56.99     |
| 93796 | 3/17/2014 | OFFICE DEPOT INC   | 698160926-<br>001 | 2/17/2014 | Lettering tape   | 40.87     |
| 93797 | 3/17/2014 | PETTY CASH - FINANCE                                     | FB/MR 14          | 3/14/2014 | Water & misc. items for council                        | 81.64     |
| 93797 | 3/17/2014 | PETTY CASH - FINANCE                                     | FB/MR 14          | 3/14/2014 | Postage  | 0.16      |
| 93797 | 3/17/2014 | PETTY CASH - FINANCE                                     | FB/MR 14          | 3/14/2014 | Staples Annex Supplies                                 | 78.82     |
| 93797 | 3/17/2014 | PETTY CASH - FINANCE                                     | FB/MR 14          | 3/14/2014 | Gift for Town of Marana from<br>TOF                    | 39.94     |
| 93797 | 3/17/2014 | PETTY CASH - FINANCE                                     | FB/MR 14          | 3/14/2014 | Kitchen misc. supplies                                 | 4.35      |
| 93797 | 3/17/2014 | PETTY CASH - FINANCE                                     | FB/MR 14          | 3/14/2014 | Envelopes/labels                                       | 12.38     |
| 93798 | 3/17/2014 | VOID   |                   |           |  |           |
| 93798 | 3/27/2014 | VOID   |                   |           |  |           |
| 93799 | 3/17/2014 | Ricoh USA, Inc.  | 5029605941        | 2/21/2014 | Base charge 2/28/14-3/29/14                            | 95.30     |
| 93800 | 3/17/2014 | RIGHT AWAY DISPOSAL                                      | 700718            | 2/1/2014  | RAD SANIATION CONTRACT<br>Residential                  | 43,093.97 |
| 93800 | 3/17/2014 | RIGHT AWAY DISPOSAL                                      | 703654            | 3/1/2014  | RAD SANIATION CONTRACT<br>Residential                  | 42,170.74 |
| 93801 | 3/17/2014 | RSC Equipment Rental/<br>Southwest Industrial<br>Rigging | 117815345-<br>001 | 2/27/2014 | Water truck rental NTE<br>\$4000.00                    | 1,829.04  |
| 93802 | 3/17/2014 | Southwest Industrial<br>Rigging                          | 25438             | 3/7/2014  | Crane Rental to replace SAM<br>units@ SWWTP NTE \$3500 | 2,685.70  |
| 93803 | 3/17/2014 | SURF & SKI ENTERPRISES                                   | 144083            | 2/26/2014 | Lil Tykes Kickball t-shirts                            | 255.00    |
| 93804 | 3/17/2014 | The Active Network, Inc.                                 | 4100068969        | 1/21/2014 | ActiveNet Minimum Fees<br>(10/01/13-12/31/13)          | 56.41     |
| 93805 | 3/17/2014 | THE WATER SHED   | 3778              | 3/3/2014  | Water & Ice  | 27.15     |
| 93805 | 3/17/2014 | THE WATER SHED   | 3779              | 3/3/2014  | Water & Ice Utility department                         | 13.57     |
| 93805 | 3/17/2014 | THE WATER SHED   | 3779              | 3/3/2014  | Water & Ice Utility department                         | 6.79      |
| 93805 | 3/17/2014 | THE WATER SHED   | 3779              | 3/3/2014  | Water & Ice Utility department                         | 6.79      |
| 93805 | 3/17/2014 | THE WATER SHED   | 3869              | 3/11/2014 | Water & ice  | 31.81     |
| 93806 | 3/17/2014 | UNITED EXTERMINATING                                     | 164364            | 3/3/2014  | Exterminating fees 3/3/14                              | 25.00     |
| 93806 | 3/17/2014 | UNITED EXTERMINATING                                     | 164370            | 3/3/2014  | Exterminating fees- SWWTP                              | 45.00     |
| 93806 | 3/17/2014 | UNITED EXTERMINATING                                     | 170133            | 3/3/2014  | Exterminating fees 3/3/14                              | 35.00     |
| 93806 | 3/17/2014 | UNITED EXTERMINATING                                     | 170135            | 3/3/2014  | Exterminating fees 3/3/14                              | 25.00     |
| 93806 | 3/17/2014 | UNITED EXTERMINATING                                     | 170136            | 3/3/2014  | Spraying of Mobile Mini                                | 25.00     |

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| 93806 | 3/17/2014 | UNITED EXTERMINATING                     | 170137           | 3/3/2014  | Exterminating fees 3/3/14   | 18.00     |
| 93806 | 3/17/2014 | UNITED EXTERMINATING                     | 170138           | 3/3/2014  | Exterminating fees 3/3/14   | 25.00     |
| 93807 | 3/17/2014 | United States Treasury                   | PPE 0307/14      | 3/17/2014 | Levy  | 75.00     |
| 93808 | 3/17/2014 | UNITED WAY OF PINAL COUNTY               | PPE 0307/14      | 3/17/2014 | EMPLOYEES CONTRIBUTIONS   | 7.00      |
| 93809 | 3/17/2014 | USA Funds                                | PPE 0307/14      | 3/17/2014 | Levy  | 206.66    |
| 93810 | 3/17/2014 | WALMART COMMUNITY # 0005 7118            | TR00390          | 3/6/2014  | Supplies for Fishing Derby  | 65.24     |
| 93810 | 3/17/2014 | WALMART COMMUNITY # 0005 7118            | TR00875          | 3/6/2014  | Supplies for Fishing Derby  | 139.31    |
| 93810 | 3/17/2014 | WALMART COMMUNITY # 0005 7118            | TR04850          | 3/6/2014  | Supplies for Fishing Derby  | 161.50    |
| 93810 | 3/17/2014 | WALMART COMMUNITY # 0005 7118            | TR05858          | 3/6/2014  | Supplies for Fishing Derby  | 11.38     |
| 93810 | 3/17/2014 | WALMART COMMUNITY # 0005 7118            | TR07051          | 3/1/2014  | Supplies for Fishing Derby  | 52.20     |
| 93811 | 3/17/2014 | Xcessories Squared                       | 1-00011961       | 3/4/2014  | Light duty wedge puller and Light duty hook   | 175.76    |
| 93812 | 3/19/2014 | A.C. Sanitation Service, LLC             | 31               | 3/11/2014 | Landfill fees for Feb 2014 Bio-solid Waste Removal from SWWTP                                 | 13,636.21 |
| 93813 | 3/19/2014 | TEMPORAY VENDOR                          | 111702           | 3/18/2014 | Refund water deposit  | 75.00     |
| 93814 | 3/19/2014 | ARIZONA FIRE CHIEFS ASSOC                | 300000245        | 3/14/2014 | Annual membership for Kemp  | 75.00     |
| 93815 | 3/19/2014 | ARIZONA GLOVE & SAFETY                   | 7329933          | 3/12/2014 | Gloves for Custodial Maintenance Workers  | 327.07    |
| 93815 | 3/19/2014 | ARIZONA GLOVE & SAFETY                   | 7329943          | 3/12/2014 | Restock Safety : Gloves   | 97.97     |
| 93815 | 3/19/2014 | ARIZONA GLOVE & SAFETY                   | 7329943          | 3/12/2014 | Restock Safety : Gloves   | 97.97     |
| 93816 | 3/19/2014 | ARIZONA PUBLIC SERVICE                   | 216795288<br>314 | 3/12/2014 | ELECTRIC  | 24,086.89 |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010805775       | 2/28/2014 | Non-Fiction   | 18.74     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010805776       | 2/28/2014 | Children's books  | 11.16     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010805777       | 2/28/2014 | Audio Books   | 32.96     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010805778       | 2/28/2014 | Fiction   | 17.04     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010805779       | 2/28/2014 | Non-Fiction   | 401.18    |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010805780       | 2/28/2014 | Children's Books  | 368.97    |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010815280       | 3/10/2014 | Children's books  | 25.07     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010815281       | 3/10/2014 | Fiction   | 48.26     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010815282       | 3/10/2014 | Non-Fiction   | 51.18     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | 4010815283       | 3/10/2014 | Children's books  | 59.87     |
| 93817 | 3/19/2014 | BAKER & TAYLOR BOOKS                     | T02635090        | 2/27/2014 | CD'S  | 17.74     |
| 93818 | 3/19/2014 | BEARING-BELT & CHAIN INC.                | 1315015          | 3/12/2014 | Emergency purchase- parts for NWWTP Lower Clarifier repair                                    | 109.21    |
| 93819 | 3/19/2014 | Benefit Intelligence, Inc. (ConsultADoc) | 9                | 3/11/2014 | Monthly Consult A Doc Services  | 573.75    |
| 93820 | 3/19/2014 | BENSON SYSTEMS                           | 119106           | 3/5/2014  | Troubleshooting #2FACP on Security system, reinstallation of motion sensor in conference room | 537.50    |
| 93821 | 3/19/2014 | BERGKAMP INC.                            | 14893            | 3/7/2014  | Repair to hydraulic valve for Patch truck product auger ST-023                                | 579.44    |

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|-------|-----------|---------------------------------|------------------|-----------|---|----------|
| 93822 | 3/19/2014 | TEMPORAY VENDOR                 | 127302OP         | 3/18/2014 | Overpayment 127302  | 60.55    |
| 93823 | 3/19/2014 | CASA GRANDE<br>NEWSPAPERS       | 87351301         | 2/5/2014  | Advertising for Home Tour 2014  | 453.21   |
| 93823 | 3/19/2014 | CASA GRANDE<br>NEWSPAPERS       | 87562101         | 2/28/2014 | Advertising for Fishing Derby<br>2014                                   | 153.00   |
| 93824 | 3/19/2014 | CASELLE, INC.                   | 55678            | 3/1/2014  | Contract Support  | 1,496.00 |
| 93825 | 3/19/2014 | CENTURYLINK                     | 0118/0238<br>314 | 3/1/2014  | 118   | 678.94   |
| 93825 | 3/19/2014 | CENTURYLINK                     | 0118/0238<br>314 | 3/1/2014  | 238   | 78.71    |
| 93826 | 3/19/2014 | Cintas Corporation              | 696689443        | 3/14/2014 | Weekly fee for uniforms and<br>mats for Utility Dept.                   | 3.17     |
| 93826 | 3/19/2014 | Cintas Corporation              | 696689443        | 3/14/2014 | Weekly fee for uniforms and<br>mats for Utility Dept.                   | 18.32    |
| 93826 | 3/19/2014 | Cintas Corporation              | 696689443        | 3/14/2014 | Weekly fee for uniforms and<br>mats for Utility Dept.                   | 9.81     |
| 93826 | 3/19/2014 | Cintas Corporation              | 696689443        | 3/14/2014 | Weekly fee for uniforms and<br>mats for Utility Dept.                   | 9.81     |
| 93827 | 3/19/2014 | CURTIS NEAL                     | 309/14           | 3/18/2014 | Referee for Heritage Bowl flag<br>football                              | 150.00   |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 588478           | 7/22/2013 | Emergency purchase-wiper<br>blades G096FR PD Patrol                     | 23.89    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 606990           | 2/6/2014  | Credit  | (122.33) |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 607281           | 2/10/2014 | Motor oil for Admin 1   | 30.36    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 607281           | 2/10/2014 | Oil and air filter for Admin1   | 28.74    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 607287           | 2/10/2014 | Serpentine belt for Admin 1   | 27.82    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 607454           | 2/11/2014 | Core deposit for battery ref.<br>Inv.# 606794 & 606990                  | 16.31    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 607562           | 2/12/2014 | Halogen lamp for G051ET PD<br>Volunteer                                 | 9.23     |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 607605           | 2/12/2014 | Alternator for G017FM PD<br>Patrol                                      | 287.50   |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 608773           | 2/24/2014 | Belts for ladder  | 23.94    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 609947           | 3/5/2014  | Purchase Pump for sprayer NTE<br>300.00                                 | 86.53    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 609947           | 3/5/2014  | Purchase Pump for sprayer NTE<br>300.00                                 | 86.52    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 610336           | 3/10/2014 | Air and oil filter for G987GB PD<br>Patrol                              | 20.58    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 610336           | 3/10/2014 | Motor oil for G987GB PD Patrol  | 26.02    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 610374           | 3/10/2014 | Fan belt for cooling system rear<br>engine on ST-025 (Mobil<br>sweeper) | 16.29    |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 610424           | 3/10/2014 | Rope to repair portable cement<br>saw.                                  | 2.61     |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 610497           | 3/11/2014 | Purchase of battery to move<br>equipment in yard for auction            | 225.07   |
| 93828 | 3/19/2014 | Day Auto Supply, Inc            | 610498           | 3/11/2014 | Purchase of bearing for idler<br>pulley on ST-025                       | 4.45     |
| 93829 | 3/19/2014 | TEMPORAY VENDOR                 | 10212104         | 3/18/2014 | Refund water deposit  | 150.00   |
| 93830 | 3/19/2014 | TEMPORAY VENDOR                 | 412813           | 3/18/2014 | Refund water deposit  | 150.00   |
| 93831 | 3/19/2014 | DESERT BORING AND<br>EXCAVATION | 7011             | 3/7/2014  | Excavation at Water tower main<br>and Orlando                           | 1,062.50 |

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|-------|-----------|--------------------------------|-------------------------|-----------|---|----------|
| 93832 | 3/19/2014 | East Valley Office Supply, Inc | IN1031564               | 3/3/2014  | Supplies  | 114.38   |
| 93833 | 3/19/2014 | Economists.com, LLC            | 031014W220<br>0         | 3/10/2014 | Professional Fees                                     | 9,649.43 |
| 93834 | 3/19/2014 | FERRELLGAS                     | 1081159540              | 2/26/2014 | Propane for Radio tower delivered to PW tank          | 454.84   |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 207876                  | 1/9/2014  | Emergency purchase-Well #1 Storage tank-2 clamps      | 1.72     |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 208707                  | 2/21/2014 | Supplies  | 14.12    |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209107                  | 3/12/2014 | Nuts, Bolts, Screws to repair bottom clarifier NWWTP  | 10.61    |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209123                  | 3/12/2014 | Operating Supplies for Park Maintenance- OPEN PO      | 23.87    |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209141                  | 3/13/2014 | Garden hoses, and squeegees for station #2            | 158.46   |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209143                  | 3/13/2014 | Supplies  | 4.88     |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209162                  | 3/14/2014 | Land Maintenance: parts for Weed Killer sprayer-pump. | 5.36     |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209162                  | 3/14/2014 | Land Maintenance: parts for Weed Killer sprayer-pump. | 5.35     |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209164                  | 3/14/2014 | Parts to repair 4 Aerators at NWWTP Basins.           | 143.35   |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209180                  | 3/12/2014 | Operating Supplies for Park Maintenance- OPEN PO      | 25.98    |
| 93835 | 3/19/2014 | FLORENCE TRUE VALUE HARDWARE   | 209187                  | 3/17/2014 | Parts for Stand Pipe-Water Dept.                      | 62.35    |
| 93836 | 3/19/2014 | GRAINGER, INC.                 | 9388016710              | 3/12/2014 | SWWTP: Submersible Sewage Pump, 2 HP 3BB95            | 950.88   |
| 93837 | 3/19/2014 | HERBERT F. FITZPATRICK         | 3210                    | 3/10/2014 | Labor for speakers, phones, data                      | 87.50    |
| 93837 | 3/19/2014 | HERBERT F. FITZPATRICK         | 3211                    | 3/10/2014 | Category 5e data wire runs @ Public works             | 150.00   |
| 93837 | 3/19/2014 | HERBERT F. FITZPATRICK         | 3213                    | 3/10/2014 | Repairs to speakers at Senior Center                  | 315.00   |
| 93838 | 3/19/2014 | TEMPORAY VENDOR                | 10903704                | 3/18/2014 | Refund water deposit                                  | 150.00   |
| 93839 | 3/19/2014 | HILL BROTHERS CHEMICAL CO,     | 5077249                 | 3/7/2014  | Restock of Sodium Bisulfate for SWWTP NTE \$4000      | 1,847.20 |
| 93839 | 3/19/2014 | HILL BROTHERS CHEMICAL CO,     | 5077249                 | 3/7/2014  | Restock of Sodium Bisulfate for SWWTP NTE \$4000      | 1,847.20 |
| 93840 | 3/19/2014 | TEMPORAY VENDOR                | CR20070141<br>VALENZUEL | 3/17/2014 | Restitution   | 2.69     |
| 93841 | 3/19/2014 | HOME DEPOT CREDIT SERVICES     | 9014973                 | 3/11/2014 | Door Stop for Town Hall                               | 4.86     |
| 93841 | 3/19/2014 | HOME DEPOT CREDIT SERVICES     | 9014975                 | 3/11/2014 | Light bulbs for McFarland Bldg.                       | 71.35    |
| 93842 | 3/19/2014 | ICL Performance Products LP    | 50295453                | 3/7/2014  | Foam for new apparatus                                | 2,000.00 |
| 93842 | 3/19/2014 | ICL Performance Products LP    | 50295453                | 3/7/2014  | Foam for new apparatus                                | 1,725.57 |
| 93843 | 3/19/2014 | INTELLIPAY                     | 916                     | 2/28/2014 | ACH/Transaction Fees                                  | 172.59   |
| 93844 | 3/19/2014 | JAIIME M. LARA                 | CON 30914               | 3/18/2014 | Referee for Heritage Bowl                             | 180.00   |
| 93845 | 3/19/2014 | Jarrod, Ballard                | 327/14                  | 3/18/2014 | Per Diem - 3/27/14 - Asset Forfeiture                 | 10.00    |

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| 93846 | 3/19/2014 | Jesus, Guilin R.               | 317-21/14           | 3/17/2014  | Per diem Training in Chandler Undercover Techniques & Survival Course   | 50.00    |
| 93847 | 3/19/2014 | TEMPORAY VENDOR                | 10610502            | 3/18/2014  | Refund water deposit  | 150.00   |
| 93848 | 3/19/2014 | JONES AUTO CENTER              | 144565              | 3/12/2014  | Stabilizer bar, shock absorber, bushing & link for WW-7                 | 411.41   |
| 93848 | 3/19/2014 | JONES AUTO CENTER              | 70607               | 1/13/2014  | Repairs to ST-014   | 2,398.12 |
| 93848 | 3/19/2014 | JONES AUTO CENTER              | 72558               | 2/28/2014  | Diagnostics/ ABS and Brake light repair on G982EJ PD Patrol             | 1,027.56 |
| 93848 | 3/19/2014 | JONES AUTO CENTER              | 72662               | 3/3/2014   | Transmission service, heater hoses and radio repair on G420FF PD Patrol | 966.41   |
| 93849 | 3/19/2014 | TEMPORAY VENDOR                | TR20090285 ENRIQUEZ | 3/17/2014  | Bond refund   | 60.00    |
| 93850 | 3/19/2014 | TEMPORAY VENDOR                | 319012              | 3/18/2014  | Refund water deposit  | 150.00   |
| 93851 | 3/19/2014 | TEMPORAY VENDOR                | 10021640OP          | 3/18/2014  | Overpayment 10021640  | 3.22     |
| 93852 | 3/19/2014 | MESA MATERIALS                 | 1936319             | 3/6/2014   | Restock of AC Cold Mix NTE\$3000.00                                     | 2,533.14 |
| 93853 | 3/19/2014 | Mike Clemans Complete Plumbing | 3794                | 1/3/2014   | SWWTP: Clean 150' of 4 decanter line at sewer plant 1/3/14"             | 180.00   |
| 93854 | 3/19/2014 | TEMPORAY VENDOR                | 10900554            | 3/18/2014  | Refund water deposit  | 150.00   |
| 93855 | 3/19/2014 | OFFICE DEPOT INC               | 695506718-001       | 3/6/2014   | Office Supplies   | 69.29    |
| 93855 | 3/19/2014 | OFFICE DEPOT INC               | 695506778-001       | 3/7/2014   | Office Supplies   | 61.79    |
| 93855 | 3/19/2014 | OFFICE DEPOT INC               | 695506779-001       | 3/6/2014   | Office Supplies   | 34.55    |
| 93855 | 3/19/2014 | OFFICE DEPOT INC               | 695506780-001       | 3/11/2014  | Office Supplies   | 37.89    |
| 93856 | 3/19/2014 | TEMPORAY VENDOR                | 10704911            | 3/18/2014  | Refund water deposit  | 150.00   |
| 93857 | 3/19/2014 | PINAL CO PUBLIC HEALTH         | 41712               | 3/6/2014   | Hepatitis B #2 Injection for Carroll Michael                            | 35.00    |
| 93858 | 3/19/2014 | Pitney Bowes Inc               | 6920623-MR14        | 3/13/2014  | Postage machine lease   | 426.39   |
| 93859 | 3/19/2014 | Pro-Tec Environmental, Inc.    | 14022501            | 2/27/2014  | Sewer Line Cleaning in Florence Gardens                                 | 4,950.00 |
| 93860 | 3/19/2014 | TEMPORAY VENDOR                | 706633              | 3/18/2014  | Refund garbage deposit  | 49.50    |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5028825630          | 12/22/2013 | Base charge 12/30/13-1/29/14  | 95.30    |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 502950244           | 2/13/2014  | Monthly billing for copier-Base charge: 2/14/2014-3/13/14               | 60.41    |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 502950244           | 2/13/2014  | Monthly billing for copier-Base charge: 2/14/2014-3/13/14               | 30.20    |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 502950244           | 2/13/2014  | Monthly billing for copier-Base charge: 2/14/2014-3/13/14               | 30.20    |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5029876305          | 3/12/2014  | Monthly billing for copier- Base charge 3/14/14-4/13/14                 | 60.41    |

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|-------|-----------|--------------------------------|------------|-----------|---|---------|
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5029876305 | 3/12/2014 | Monthly billing for copier- Base charge 3/14/14-4/13/14 | 30.20   |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5029876305 | 3/12/2014 | Monthly billing for copier- Base charge 3/14/14-4/13/14 | 30.20   |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5029876305 | 3/12/2014 | Billing for color images: 12/14/13 to 3/13/14           | 158.30  |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5029876305 | 3/12/2014 | Billing for color images: 12/14/13 to 3/13/14           | 79.16   |
| 93861 | 3/19/2014 | Ricoh USA, Inc.                | 5029876305 | 3/12/2014 | Billing for color images: 12/14/13 to 3/13/14           | 79.16   |
| 93862 | 3/19/2014 | TEMPORAY VENDOR                | 10119001   | 3/18/2014 | Refund water deposit                                    | 150.00  |
| 93863 | 3/19/2014 | TEMPORAY VENDOR                | 303956     | 3/18/2014 | Refund water deposit                                    | 150.00  |
| 93864 | 3/19/2014 | SCOTT, BARBER                  | REIM 30614 | 3/6/2014  | Boards and Commissions Reimbursement                    | 59.64   |
| 93864 | 3/19/2014 | SCOTT, BARBER                  | REIM 30614 | 3/6/2014  | Risk Management License Renewal Fee                     | 120.00  |
| 93865 | 3/19/2014 | SOUTHWEST GAS CORPORATION      | 41712      | 3/12/2014 | GAS   | 36.56   |
| 93865 | 3/19/2014 | SOUTHWEST GAS CORPORATION      | 41712      | 3/12/2014 | GAS   | 94.61   |
| 93865 | 3/19/2014 | SOUTHWEST GAS CORPORATION      | 41712      | 3/12/2014 | GAS   | 100.79  |
| 93866 | 3/19/2014 | TEMPORAY VENDOR                | 209308     | 3/18/2014 | Refund water deposit                                    | 150.00  |
| 93867 | 3/19/2014 | SUPERIOR SUPPLY                | 10564      | 2/28/2014 | Ball valve for crack sealer P.N. 152042                 | 172.70  |
| 93868 | 3/19/2014 | TEMPORAY VENDOR                | 204706     | 3/18/2014 | Refund water deposit                                    | 150.00  |
| 93869 | 3/19/2014 | THE WATER SHED                 | 2051       | 3/17/2014 | Water & Ice for Utility department                      | 12.34   |
| 93869 | 3/19/2014 | THE WATER SHED                 | 2051       | 3/17/2014 | Water & Ice for Utility department                      | 6.17    |
| 93869 | 3/19/2014 | THE WATER SHED                 | 2051       | 3/17/2014 | Water & Ice for Utility department                      | 6.17    |
| 93869 | 3/19/2014 | THE WATER SHED                 | 3867       | 3/11/2014 | Water and Ice for Utility Department                    | 21.97   |
| 93869 | 3/19/2014 | THE WATER SHED                 | 3867       | 3/11/2014 | Water and Ice for Utility Department                    | 10.98   |
| 93869 | 3/19/2014 | THE WATER SHED                 | 3867       | 3/11/2014 | Water and Ice for Utility Department                    | 10.98   |
| 93869 | 3/19/2014 | THE WATER SHED                 | 3878       | 3/11/2014 | Drinking Water Open PO                                  | 13.16   |
| 93870 | 3/19/2014 | Timothy, Wainscott             | REIMGLOBE  | 3/17/2014 | Reimbursement for Certification/Testing Exam cost       | 43.50   |
| 93870 | 3/19/2014 | Timothy, Wainscott             | REIMGLOBE  | 3/17/2014 | Reimbursement for Certification/Testing Exam cost       | 21.75   |
| 93870 | 3/19/2014 | Timothy, Wainscott             | REIMGLOBE  | 3/17/2014 | Reimbursement for Certification/Testing Exam cost       | 21.75   |
| 93871 | 3/19/2014 | Trafficade Service., Inc., dba | 1276210    | 2/28/2014 | Barricade rental/signs for Main St. Inv.# 01276210      | 145.83  |
| 93872 | 3/19/2014 | UNITED EXTERMINATING           | 170159     | 3/1/2014  | Monthly Pest Control-Open PO                            | 25.00   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO.      | 22514      | 3/5/2014  | Credit  | (19.52) |



|       |           |                           |            |           |                            |         |
|-------|-----------|---------------------------|------------|-----------|----------------------------|---------|
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 22814      | 3/5/2014  | Credit                     | (31.30) |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519092     | 2/24/2014 | Uniform allowance Worden   | 2.62    |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519393     | 2/27/2014 | Uniform allowance Holbrook | 51.39   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519401     | 2/27/2014 | Turn outs for Schneider    | 51.39   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519402     | 2/27/2014 | Turn outs for Schneider    | 22.55   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519403     | 2/27/2014 | Turn outs for Nelson       | 81.60   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519531     | 2/28/2014 | Uniform allowance Johnson  | 30.22   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519720     | 3/4/2014  | Uniform allowance Pip      | 47.60   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519721     | 3/4/2014  | Uniform allowance Pip      | 395.46  |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519760     | 3/4/2014  | Uniform allowance Radney   | 65.68   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519780     | 3/5/2014  | Uniform allowance Worden   | 62.65   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519782     | 3/5/2014  | Uniform allowance Worden   | 40.62   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519784     | 3/5/2014  | Uniform allowance Trella   | 51.39   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519829     | 3/5/2014  | Uniform allowance Gameros  | 23.24   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519830     | 3/5/2014  | Uniform allowance Gameros  | 58.54   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519831     | 3/5/2014  | Uniform allowance Gameros  | 335.87  |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519832     | 3/5/2014  | Uniform allowance Gameros  | 18.36   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519889     | 3/5/2014  | Uniform allowance Powers   | 195.85  |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519943     | 3/6/2014  | Uniform allowance Kells J  | 18.36   |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 519959     | 3/6/2014  | Uniform allowance Radney   | 4.12    |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 520028     | 3/6/2014  | Uniform allowance Kells J  | 117.07  |
| 93873 | 3/19/2014 | UNITED FIRE EQUIPMENT CO. | 520215     | 3/10/2014 | Uniform allowance Stapley  | 30.22   |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 248.51  |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 170.29  |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 17.93   |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 53.43   |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 63.43   |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 20.58   |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 102.83  |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 573.72  |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 293.74  |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 408.16  |
| 93874 | 3/19/2014 | Verizon Wireless          | 9720486766 | 2/21/2014 | Cell phones                | 53.43   |


|       |           |                                   |                     |           |   |          |
|-------|-----------|-----------------------------------|---------------------|-----------|---|----------|
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 210.03   |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 17.93    |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 53.43    |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 35.86    |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 53.43    |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 635.12   |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 184.04   |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 184.03   |
| 93874 | 3/19/2014 | Verizon Wireless                  | 9720486766          | 2/21/2014 | Cell phones   | 53.43    |
| 93875 | 3/19/2014 | Wall Shields LLC                  | 1146                | 3/14/2014 | Custom table  | 7,512.89 |
| 93876 | 3/19/2014 | WALMART COMMUNITY #<br>0005 7118  | 3018                | 3/12/2014 | Misc. janitorial & supplies for<br>both plants & utility office.  | 44.76    |
| 93876 | 3/19/2014 | WALMART COMMUNITY #<br>0005 7118  | 3018                | 3/12/2014 | Misc. janitorial & supplies for<br>both plants & utility office.  | 22.38    |
| 93876 | 3/19/2014 | WALMART COMMUNITY #<br>0005 7118  | TR06441             | 3/14/2014 | Recreation- Sports Open PO  | 55.11    |
| 93877 | 3/19/2014 | WEST COAST<br>EQUIPMENT,INC       | 36576               | 2/27/2014 | One water pump for front<br>water sprayers ST-25 Mobil<br>Sweeper | 1,367.29 |
| 93878 | 3/19/2014 | WHITE CAP CONST. SUPPLY           | 50001027208         | 3/10/2014 | Brooms, rakes and handles for<br>Streets                          | 339.01   |
| 93879 | 3/19/2014 | TEMPORAY VENDOR                   | SK DEP REF          | 3/17/2014 | Refund balance silver King<br>Deposit                             | 497.12   |
| 93880 | 3/19/2014 | William Martel                    | REIM 31314          | 3/13/2014 | Reimbursement for<br>testing/exam. Water<br>Distribution Grade I  | 43.50    |
| 93880 | 3/19/2014 | William Martel                    | REIM 31314          | 3/13/2014 | Reimbursement for testing.<br>Water Distribution Grade I          | 21.75    |
| 93880 | 3/19/2014 | William Martel                    | REIM 31314          | 3/13/2014 | Reimbursement for<br>testing/exam. Water<br>Distribution Grade I  | 21.75    |
| 93881 | 3/19/2014 | TEMPORAY VENDOR                   | 10612302            | 3/18/2014 | Refund water deposit  | 150.00   |
| 93882 | 3/19/2014 | Wood, Patel & Associates,<br>Inc. | 77616               | 3/11/2014 | TERRITORY SQUARE PHASE 2 -<br>CLOMR/LOMR                          | 155.00   |
| 93882 | 3/19/2014 | Wood, Patel & Associates,<br>Inc. | 77619               | 3/11/2014 | TERRITORY SQUARE PHASE 2 -<br>CLOMR/LOMR                          | 3,196.50 |
| 93883 | 3/26/2014 | inContact, Inc.                   | 124547629           | 3/10/2014 | Telephone   | 412.57   |
| 93884 | 3/26/2014 | JIM HEET PHOTOGRAPHY              | 4                   | 3/18/2014 | 58 Acrylic magnets for Soccer                                     | 315.23   |
| 93884 | 3/26/2014 | JIM HEET PHOTOGRAPHY              | 6                   | 3/20/2014 | Kickball photos   | 119.57   |
| 93885 | 3/26/2014 | NEW YORK LIFE INSURANCE           | 6929080 314         | 3/5/2014  | Monthly invoice   | 447.96   |
| 93886 | 3/26/2014 | PETTY CASH - SENIOR<br>CENTER     | 226-31214           | 3/24/2014 | Petty Cash  | 122.44   |
| 93887 | 3/26/2014 | VOID                              |                     |           |   |          |
| 93887 | 3/26/2014 | VOID                              |                     |           |   |          |
| 93888 | 3/26/2014 | Timothy, Wainscott                | REIM WK BT<br>31814 | 3/18/2014 | Reimbursement for uniform<br>work boots NTE \$150.00              | 75.00    |
| 93888 | 3/26/2014 | Timothy, Wainscott                | REIM WK BT<br>31814 | 3/18/2014 | Reimbursement for uniform<br>work boots NTE \$150.00              | 37.50    |
| 93888 | 3/26/2014 | Timothy, Wainscott                | REIM WK BT<br>31814 | 3/18/2014 | Reimbursement for uniform<br>work boots NTE \$150.00              | 37.50    |

|       |           |                                   |                   |           |   |           |
|-------|-----------|-----------------------------------|-------------------|-----------|---|-----------|
| 93889 | 3/26/2014 | Subway                            | MEETING<br>32614  | 3/26/2014 | Counsel Meeting 32614   | 99.46     |
| 93890 | 3/26/2014 | Az Chapter, PLANNING<br>ASSOC     | HR 32517          | 3/26/2014 | APA WORKSHOP - HEATH REED                                       | 65.00     |
| 93891 | 3/27/2014 | AMERICAN PLANNING<br>ASSOCIATION  | 32714             | 3/27/2014 | Registration  | 80.00     |
| 93892 | 3/28/2014 | AGAPE, INC                        | 13546             | 3/4/2014  | Glass door replacement on High<br>School House 745 Central      | 267.55    |
| 93893 | 3/28/2014 | AGTS                              | 27432             | 3/17/2014 | Registration for Seminar  | 2,578.00  |
| 93894 | 3/28/2014 | ARIZONA PARKS AND                 | 3131              | 3/1/2014  | Annual APRA Membership Dues-<br>Director +5                     | 525.00    |
| 93895 | 3/28/2014 | Arizona Public Service<br>Company | AR048000386<br>4  | 3/24/2014 | SLID #1   | 189.76    |
| 93895 | 3/28/2014 | Arizona Public Service<br>Company | AR048000386<br>4  | 3/24/2014 | SLID #2   | 49.50     |
| 93895 | 3/28/2014 | Arizona Public Service<br>Company | AR048000386<br>4  | 3/24/2014 | SLID #3   | 258.51    |
| 93896 | 3/28/2014 | AZ PUBLIC SERVICE<br>COMPANY      | AR048000386<br>4  | 3/25/2014 | Streetlight Maintenance   | 2,139.59  |
| 93897 | 3/28/2014 | Brown & Associates                | 26346             | 3/5/2014  | INSPECTION SERVICES FOR BIG<br>QUICK BBQ                        | 800.00    |
| 93898 | 3/28/2014 | BRUTINEL PLUMBING &<br>ELEC., INC | 113796            | 1/24/2014 | Rebuild/repair 10 toilet flush<br>valves in Town Hall Restrooms | 1,721.98  |
| 93899 | 3/28/2014 | TEMPORAY VENDOR                   | 704072            | 3/28/2014 | Refund garbage deposit  | 75.00     |
| 93900 | 3/28/2014 | Crew Boss                         | 0087459-IN        | 3/20/2014 | Rehab equipment   | 2,368.00  |
| 93901 | 3/28/2014 | David Hills                       | REIM 31414        | 3/14/2014 | Reimbursement for work boots                                    | 175.00    |
| 93902 | 3/28/2014 | Gary A. Smith, MD, FAAFP          | 15B               | 9/13/2013 | Physical for John Kemp  | 228.00    |
| 93903 | 3/28/2014 | TEMPORAY VENDOR                   | 10902532          | 3/28/2014 | Refund water deposit  | 110.00    |
| 93904 | 3/28/2014 | TEMPORAY VENDOR                   | 705301            | 3/26/2014 | Refund garbage deposit  | 75.00     |
| 93905 | 3/28/2014 | TEMPORAY VENDOR                   | CR20140009        | 3/25/2014 | Restitution   | 324.00    |
| 93906 | 3/28/2014 | TEMPORAY VENDOR                   | 709421            | 3/28/2014 | Refund garbage deposit  | 58.00     |
| 93907 | 3/28/2014 | Laurus Systems                    | QT-14-1218        | 3/14/2014 | Radiological detection<br>equipment                             | 11,114.00 |
| 93908 | 3/28/2014 | Ludlum Measurements Inc.          | 20241674-<br>0321 | 3/21/2014 | Radiological detection<br>equipment                             | 2,191.13  |
| 93909 | 3/28/2014 | TEMPORAY VENDOR                   | 715712            | 3/26/2014 | Refund garbage deposit  | 75.00     |
| 93910 | 3/28/2014 | NICHOLAS BAGNALL                  | REIM 32114        | 3/21/2014 | Reimbursement for Uniform<br>pants NTE \$300                    | 150.00    |
| 93910 | 41726     | NICHOLAS BAGNALL                  | REIM 32114        | 41719     | Reimbursement for Uniform<br>pants NTE \$300                    | 75.00     |
| 93910 | 41726     | NICHOLAS BAGNALL                  | REIM 32114        | 41719     | Reimbursement for Uniform<br>pants NTE \$300                    | 75.00     |
| 93910 | 41726     | NICHOLAS BAGNALL                  | REIM 32214        | 41720     | Reimbursement for Uniform-<br>work boots. NTE \$150.00          | 75.00     |
| 93910 | 41726     | NICHOLAS BAGNALL                  | REIM 32214        | 41720     | Reimbursement for Uniform-<br>work boots. NTE \$150.00          | 37.50     |
| 93910 | 41726     | NICHOLAS BAGNALL                  | REIM 32214        | 41720     | Reimbursement for Uniform-<br>work boots. NTE \$150.00          | 37.50     |
| 93911 | 41726     | TEMPORAY VENDOR                   | REF WK 1 OC       | 41718     | Refund for week 1 intersession                                  | 60.00     |

|       |       |                              |                 |       |  |          |
|-------|-------|------------------------------|-----------------|-------|--|----------|
| 93912 | 41726 | PETTY CASH - PARKS           | 306-31714       | 41718 | Supplies/Snacks for Recreation program   | 70.65    |
| 93912 | 41726 | PETTY CASH - PARKS           | 306-31714       | 41718 | Batteries for fishing derby scale  | 11.41    |
| 93913 | 41726 | TEMPORAY VENDOR              | 600706          | 41722 | Refund water deposit   | 109.30   |
| 93914 | 41726 | TEMPORAY VENDOR              | 788940          | 41723 | Refund garbage deposit   | 51.00    |
| 93915 | 41726 | TEMPORAY VENDOR              | PERMIT<br>32114 | 41719 | Permit Refund Withdrew permit  | 111.25   |
| 93916 | 41726 | TriTech Forensics            | 102881          | 41709 | Black Nitrile Gloves   | 323.75   |
| 93916 | 41726 | TriTech Forensics            | 102881          | 41709 | CSI Supplies   | 497.50   |
| 93917 | 41726 | TEMPORAY VENDOR              | SHARP<br>REFUND | 41722 | Refund for week 2 intersession   | 18.00    |
| 93918 | 41726 | UNITED FIRE EQUIPMENT CO     | UFEQ16248       | 41712 | 5 Gas detection equipment  | 7,251.03 |
| 93919 | 41726 | W L Construction Supply      | 3081            | 41691 | Saw blade  | 419.99   |
| 93920 | 41729 | Advanced Controls Corporat   | 14-1440         | 41708 | Repairs to AC unit at Town Hall  | 1,145.19 |
| 93921 | 41729 | American Refrigeration Supp  | 25091280-00     | 41711 | AC filters for Police Department Evidence Bldg.                                      | 135.70   |
| 93922 | 41729 | BEARING-BELT & CHAIN INC.    | 1315954         | 41717 | Emergency purchase- part for NWWTP Lower Clarifier repair                            | 54.07    |
| 93923 | 41729 | Biddle Counsulting Group, In | 45168           | 41715 | CritiCall Software System Upgrade  | 1,715.00 |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 33.69    |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93924 | 41729 | BlueTarp Financial           | 30241275        | 41715 | Convex Mirror for car lift in Shop   | 6.80     |
| 93925 | 41729 | BOUND TREE MEDICAL LLC       | 81368999        | 41710 | Stethoscope  | 21.70    |
| 93926 | 41729 | Brady Industries, LLC        | 4412716         | 41715 | Custodial Maintenance Cleaning Supplies - Restock                                    | 146.06   |
| 93926 | 41729 | Brady Industries, LLC        | 4412744         | 41715 | Hand Soap refills for Facilities (Custodial Maintenance)                             | 16.88    |
| 93926 | 41729 | Brady Industries, LLC        | 4412745         | 41715 | Supplies for Custodial Maintenance Workers - mops, towels, glass cleaner, trash bags | 514.75   |
| 93927 | 41729 | CASA GRANDE NEWSPAPERS       | LP PZC0101+-G   | 41697 | PZC-34-13-ORD AND PZC-11-14-ZC / PZC-0114-GPA ET AL                                  | 48.47    |
| 93927 | 41729 | CASA GRANDE NEWSPAPERS       | NPH PZC34-13    | 41697 | PZC-34-13-ORD AND PZC-11-14-ZC / PZC-0114-GPA ET AL                                  | 35.25    |
| 93928 | 41729 | DAVID ALEXANDER              | 41712           | 41729 | Research & Protem Services   | 200.00   |
| 93929 | 41729 | TEMPORAY VENDOR              | 202003          | 41729 | Refund water deposit   | 29.78    |
| 93930 | 41729 | FIRE STATION OUTFITTERS      | 14-1752-G       | 41687 | Recliners for station #2   | 4,050.00 |
| 93931 | 41729 | GLADYS APELU                 | FRI 40414       | 41726 | Luau Entertainment   | 550.00   |
| 93932 | 41729 | Johnson Utilities            | 12896902 314    | 41708 | Water bill for station #2  | 36.72    |
| 93932 | 41729 | Johnson Utilities            | 138081 314      | 41708 | Water bill for station #2  | 111.04   |

|       |       |                                |              |       |   |           |
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| 93933 | 41729 | Kutack Rock LLP                | 1935495      | 41709 | Legal services - Social Security<br>Feb. 2014           | 400.00    |
| 93934 | 41729 | L. N. CURTIS and SONS          | 5031781-001  | 41711 | Replace flashlight chargers                             | 252.31    |
| 93935 | 41729 | MOTOROLA SOLUTIONS INC         | 14002006     | 41697 | P25 Portable Radios (4)                                 | 9,909.35  |
| 93936 | 41729 | MOUNT ATHOS RESTAURAN          | 861453       | 41719 | Meal for seniors from donation<br>account               | 190.00    |
| 93937 | 41729 | Newegg Business, Inc.          | 1200314218   | 41680 | Part and Supplies                                       | 328.34    |
| 93937 | 41729 | Newegg Business, Inc.          | 1200348724   | 41704 | Cables, supplies and Presenters                         | 87.96     |
| 93937 | 41729 | Newegg Business, Inc.          | 1200349223   | 41705 | Ink Cartridges - GIS Plotter                            | 61.65     |
| 93937 | 41729 | Newegg Business, Inc.          | 1200349504   | 41705 | Ink Cartridges - GIS Plotter                            | 59.99     |
| 93937 | 41729 | Newegg Business, Inc.          | 1200349571   | 41705 | Toner Cartridge - Printer                               | 73.98     |
| 93937 | 41729 | Newegg Business, Inc.          | 1200350517   | 41704 | Cables, supplies and Presenters                         | 26.96     |
| 93937 | 41729 | Newegg Business, Inc.          | 1200350641   | 41706 | Tripp Lite - P044-O6I Power<br>Adapters                 | 80.32     |
| 93937 | 41729 | Newegg Business, Inc.          | 1200352335   | 41709 | Replacement Workstations (2)                            | 1,202.26  |
| 93937 | 41729 | Newegg Business, Inc.          | 1200352631   | 41709 | Battery Backup Replacement                              | 643.37    |
| 93937 | 41729 | Newegg Business, Inc.          | 1200353254   | 41709 | APC AP7932 Switched PDU<br>QTY=2                        | 1,479.98  |
| 93938 | 41729 | OFFICE DEPOT INC               | 702066279-00 | 41716 | Office Supplies   | 67.79     |
| 93939 | 41729 | Pinal Co. Environmental Hea    | PTO980789-14 | 41699 | Permit to operate Senior Center<br>kitchen              | 145.00    |
| 93940 | 41729 | PINAL NUTRITION PROGRAM        | 41684        | 41698 | Meals for February                                      | 1,337.65  |
| 93941 | 41729 | Rumdoul, In                    | REIM 21914   | 41689 | SHOE REIMBURSEMENT                                      | 100.00    |
| 93942 | 41729 | SAFEWAY INC.                   | 4.32003E+15  | 41711 | Supplies  | 117.34    |
| 93943 | 41729 | SHAMROCK FOODS CO              | 15357440     | 41713 | Snacks for Recreation programs                          | 712.68    |
| 93944 | 41729 | SMART & FINAL STORES CO        | 880281B 496  | 41724 | Supplies  | 73.65     |
| 93944 | 41729 | SMART & FINAL STORES CO        | 880281B 496  | 41724 | Batteries   | 20.00     |
| 93945 | 41729 | TEMPORAY VENDOR                | 10404715     | 41726 | Refund water deposit                                    | 102.48    |
| 93946 | 41729 | THE WATER SHED                 | 2052         | 41715 | Water & ice   | 19.75     |
| 93946 | 41729 | THE WATER SHED                 | 2053         | 41715 | Ice for Senior Center                                   | 4.94      |
| 93946 | 41729 | THE WATER SHED                 | 3725         | 41694 | Drinking Water and Ice for<br>parks maintenance         | 27.15     |
| 93946 | 41729 | THE WATER SHED                 | 3782         | 41701 | Ice for Senior Center                                   | 4.94      |
| 93946 | 41729 | THE WATER SHED                 | 3825         | 41715 | Water for station                                       | 29.62     |
| 93946 | 41729 | THE WATER SHED                 | 3826         | 41715 | Water & Ice   | 27.15     |
| 93946 | 41729 | THE WATER SHED                 | 3868         | 41709 | Water & Ice   | 39.49     |
| 93946 | 41729 | THE WATER SHED                 | 3870         | 41709 | Drinking Water and Ice for<br>parks maintenance         | 32.91     |
| 93946 | 41729 | THE WATER SHED                 | 3871         | 41709 | ice for Senior Center                                   | 4.98      |
| 93946 | 41729 | THE WATER SHED                 | 3873         | 41709 | Drinking Water and Ice for<br>Recreation/Fitness Center | 13.16     |
| 93946 | 41729 | THE WATER SHED                 | 3896         | 41722 | Ice for Senior Center                                   | 4.94      |
| 93947 | 41729 | Trafficade Service., Inc., dba | 1276681      | 41706 | Hunt Hwy & American Way<br>Signs & Barricades for FFD   | 670.64    |
| 93948 | 41729 | UNITED EXTERMINATING           | 164366       | 41701 | MARCH 2014 EXTERMINATING                                | 25.00     |
| 93949 | 41729 | UNITED FIRE EQUIPMENT CO       | 520247       | 41708 | Uniform allowance Robison                               | 111.61    |
| 93949 | 41729 | UNITED FIRE EQUIPMENT CO       | 520248       | 41708 | Uniform allowance Robison                               | 265.17    |
| 93950 | 41729 | WATER WORKS ENGINEERS,         | 3574         | 41698 | Johnson Utilities Evaluation                            | 20,450.00 |

|       |       |                        |            |       |                                    |                   |
|-------|-------|------------------------|------------|-------|------------------------------------|-------------------|
| 93951 | 41729 | WILLDAN                | 214181     | 41673 | INPECTIONS AND PLAN REVIEW         | 13,910.00         |
| 93952 | 41729 | Capital One Commercial | 54936      | 41721 | Coffee, Creamer & kitchen supplies | 103.32            |
| 93953 | 41729 | GLORIA MORENO          | 203-31914  | 41719 | Daily Mail Run/Town Hall           | 27.29             |
| 93954 | 41729 | TEMPORAY VENDOR        | 10608503   | 41729 | Refund water deposit               | 150.00            |
| 93954 | 41729 | TEMPORAY VENDOR        | 10608503OP | 41729 | Overpayment 10608503               | 35.74             |
| 93955 | 41729 | THE WATER SHED         | 3780       | 41701 | Annual Water & Ice                 | 19.75             |
| 93955 | 41729 | THE WATER SHED         | 3827       | 41715 | Annual Water & Ice                 | 22.49             |
| 93955 | 41729 | THE WATER SHED         | 3872       | 41709 | Annual Water & Ice                 | 33.18             |
| 93955 | 41729 | THE WATER SHED         | 3927       | 41722 | Annual Water & Ice                 | 37.02             |
| 93955 | 41729 | THE WATER SHED         | 4008       | 41729 | Annual Water & Ice                 | 28.87             |
|       |       |                        |            |       | <b>TOTAL WARRANTS</b>              | <b>767,775.32</b> |

|  |   |  |
|--|---|--|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>9b.</b>  |
| <b>MEETING DATE:</b> May 5, 2014<br><br><b>DEPARTMENT:</b> Administration<br><br><b>STAFF PRESENTER:</b> Lisa Garcia<br>Deputy Town Manager/Town Clerk<br><br><b>SUBJECT:</b> Intergovernmental Agreement for election and voter registration services |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><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:**

Authorization to enter into an intergovernmental agreement for provisions of services with the Pinal County Recorder for elections and voter registration services.

**BACKGROUND/DISCUSSION:**

The Primary and General Election will be a ground election, using county polling places. Those voters who are on the permanent early voting list will continue to receive ballots by mail. As of February 5, 2014, there are 4309 active voters, of which 2484 are on the permanent early voting list.

Primary Election will be held on August 26, 2014, and the General Election will be held on November 4, 2014.

**FINANCIAL IMPACT:**

The Town agrees to pay the County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by the County, pursuant to the agreement. The Town will also be responsible for costs of hiring an election board, legal advertisement, and educational materials.

**STAFF RECOMMENDATION:**

Enter into an intergovernmental agreement for provisions of services with the Pinal County Recorder for elections and voter registration services.

**ATTACHMENTS:**

Ordinance No. 052610-EDFS  
IGA for Election Services

4



**OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTTLE**

When recorded mail to:

Clerk of the Board Office  
P.O. Box 827  
Florence, Arizona 85232

DATE/TIME: 06/01/2010 933  
FEE: \$0.00  
PAGES: 4  
FEE NUMBER: 2010-051827



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(The above space reserved for recording information)

**CAPTION HEADING**

ORDINANCE 052610-EDFS

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



ORDINANCE NO. 052610-EDFS

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA APPROVING THE ELECTION FEE SCHEDULE FOR PINAL COUNTY ELECTIONS**

**WHEREAS**, on June 2, 2004, the Pinal County Board of Supervisors adopted a resolution in the official records of Pinal County creating an Election Services Fee Schedule; and

**WHEREAS**, the Pinal County Board of Supervisors has the authority, pursuant to A.R.S. §§ 11-251.08 and 48-819, to adopt fee schedules through the amendment and adoption of ordinances; and

**WHEREAS**, said Fee Schedule is in need of revision to meet the change in costs for services; and

**WHEREAS**, this matter has been reviewed by the Pinal County Board of Supervisors on 03/31/2010 in a work session and a public hearing was held before the Pinal County Board of Supervisors on 05/26/2010 to take public testimony regarding the proposed fee schedule.

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA:**

**SECTION 1:** Board of Supervisors Resolution No. 060204-EF (Elections Fee Schedule) is hereby repealed in its entirety.

**SECTION 2:** The following fee schedule is hereby adopted as the Pinal County Elections Fee Schedule:

**PINAL COUNTY ELECTIONS  
ADOPTED FEE SCHEDULE**

**The amounts listed below are in addition to any fees charged by the County Recorder's Office for services rendered during an election.**

| <b>Election Services</b>  | <b>Rate or Fee</b> | <b>Per</b>       |
|---|--------------------|------------------|
| <b>For standard countywide elections / consolidated elections</b>   |                    |                  |
| <b>ADMINISTRATIVE SERVICE FEES &amp; BALLOT PRINTING</b><br>(These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.) | \$0.75             | Registered Voter |

|  |             |                    |
|--|-------------|--------------------|
| PUBLICITY PAMPHLETS / MAILERS  | ACTUAL COST |                    |
| BALLOT PRINTING FOR ELECTIONS REQUIRING A SEPARATE BALLOT  | ACTUAL COST |                    |
| <b>For special elections not consolidated with the State</b>   |             |                    |
| ADMINISTRATIVE SERVICE FEES<br>(These services include consulting or assistance given the entity, any function performed on behalf of the contracting entity, conducting the logic and accuracy test and tabulation of ballots.) | \$0.15      | Registered Voter   |
| ADMINISTRATIVE SERVICE FEES - ALL MAIL ELECTION  | \$0.10      | Registered Voter   |
| BALLOT PRINTING  | ACTUAL COST |                    |
| PROGRAMMING, LAYOUT, PRINTING, INFORMATIONAL AND PUBLICITY PAMPHLETS / MAILERS   | ACTUAL COST |                    |
| POSTAGE  | ACTUAL COST |                    |
| ELECTION SUPPLIES  | ACTUAL COST |                    |
| ADVERTISEMENTS   | ACTUAL COST |                    |
| OTHER PRINTING (Anything other than ballots such as handouts and instruction manuals to poll workers)  | ACTUAL COST |                    |
| PUBLICATIONS   | ACTUAL COST |                    |
| ELECTION SUPPLIES  | ACTUAL COST |                    |
| POLLING LOCATION RENTALS   | ACTUAL COST | Location           |
| COPIES   | \$0.15      | Copy               |
| <b>Special Election Board Workers</b>  |             |                    |
| INSPECTORS   | \$200.00    | Worker             |
| JUDGES/CLERKS/MARSHALS   | \$150.00    | Worker             |
| REQUIRED ELECTION CLASS  | \$50.00     | Worker             |
| TROUBLESHOOTERS  | \$200.00    | Worker             |
| TROUBLESHOOTERS  | \$100.00    | Equipment pick-up  |
| TROUBLESHOOTERS  | \$100.00    | Equipment drop-off |
| ** EARLY & PROVISIONAL BOARD WORKERS   | \$0.05      | Ballot per worker  |

\*\* Early & Provisional board workers will be paid not less than \$200 per election worked

**Pinal County Elections  
Adopted Election Worker's Pay**

| <b>Position</b>                                | <b>Rate</b> | <b>Per</b>         |
|--|-------------|--------------------|
| INSPECTORS                                     | \$200.00    | Election           |
| JUDGES/CLERKS/MARSHALS                         | \$150.00    | Election           |
| * REQUIRED ELECTION CLASS                      | \$50.00     | Election           |
| TROUBLESHOOTERS (Jurisdictional Election Only) | \$200.00    | Election           |
| TROUBLESHOOTERS (Jurisdictional Election Only) | \$100.00    | Equipment pick-up  |
| TROUBLESHOOTERS (Jurisdictional Election Only) | \$100.00    | Equipment drop-off |
| TROUBLESHOOTERS (Countywide Election)          | \$15.00     | Hour               |
| ** EARLY & PROVISIONAL BOARD WORKERS           | \$0.05      | Ballot per worker  |
| HAND COUNT AUDIT BOARD WORKERS                 | \$30.00     | Day                |

- \* Election workers must work the full election day in order to receive compensation for training.
- \*\* Early & Provisional board workers will be paid not less than \$200 per election worked

**SECTION III:** This ordinance shall take effect thirty-one (31) days from the date of its adoption.

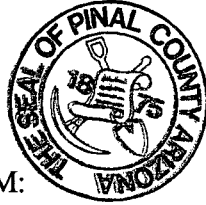
**PASSED and ADOPTED** by the Board of Supervisors, Pinal County, Arizona, this 20<sup>th</sup> day of May, 2010.

ATTEST:

Sheri Cleff  
Clerk of the Board

BOARD OF SUPERVISORS

Pete Rios  
Pete Rios, Chairman



APPROVED AS TO FORM:

[Signature]  
Deputy County Attorney



# PINAL COUNTY RECORDER

## VIRGINIA ROSS

### *Subject: Intergovernmental Agreements*

In order to supply your Municipality with Election and Voter Registration services, please complete the attached Intergovernmental Agreement (IGA).

Fill in all applicable areas and obtain signatures from the appropriate parties (including your legal counsel).

Upon completion, please return the IGA to the address listed on the upper right hand corner of the Agreement. To ensure that all statutory and legal requirements are met (by all parties), the signed IGA must be in our office at least one hundred twenty days prior to the Election Date.

After all signatures have been obtained, and the IGA is approved by the Pinal County Board of Supervisors, you will receive an approved copy. If you have any questions, please contact our Voter Registration Department at 520 866-6861.

31 N PINAL ST BUILDING E \* PO BOX 848 \* FLORENCE, AZ 85132  
PH (520) 866-6830 \* FAX (520) 866-6831 \* TDD (520) 866-6851  
[pinalcountyaz.gov/Departments/Recorder](http://pinalcountyaz.gov/Departments/Recorder)

**To be completed by Municipality:**

Contact name Lisa Garcia  
Title Town Clerk  
Address PO Box 2670  
Florence, AZ 85132  
Phone Number 520-868-7552

**Completed Agreement filed and**

**returned to:**  
Pinal County Recorder  
Voter Registration Dept  
P. O. Box 848  
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF  
SERVICES BY THE PINAL COUNTY RECORDER  
AND ELECTIONS DEPARTMENT**

**THIS AGREEMENT** is entered into this 5th day of May, 20 14,

between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County",  
and Town of Florence, hereinafter referred to as "Municipality".

**WHEREAS**, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

**WHEREAS**, Municipality may hold Special/Regular elections for bond issues, recalls, overrides, etc. pursuant to A.R.S. Sections 9-231, 9-523, 19-201 et seq., and,

**WHEREAS**, County is authorized, pursuant to A.R.S. Sections 11-251 (3), 16-172, and 16-511, et seq., to perform services concerning elections, and,

**WHEREAS**, County and Municipality have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder's Office is in the public interest, and the County agrees to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants of and stipulations set forth herein, the parties agree as follows:

1. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of Primary and General election (s) to be held on August 26 and November 4, 2014.  
Name of election Date of election

**2. The Services provided by the County Elections Department are:**

- a. Prepare ballot formats for the Municipality to be approved by the Jurisdiction.
- b. Provide the sample ballots with the Municipality measures' positions according to precincts within the boundaries of the Municipality.
- c. Provide sample ballots, if required, for public distribution and issue them through the Municipality.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the Municipality Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between Municipality and County.
- g. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

**3. The Services provided by the County Recorder are:**

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the Municipality limits. Said registers shall be prepared from the voter registration records of the County Recorder

**b. Early Voting – Indicate only one below**

**Municipality authorizes County Recorder to handle all Early Voting Functions.**

**Municipality will be handling Early Voting functions. The County Recorder will provide the following:**

- ◆ A list of qualified electors who are eligible to vote early: such lists are to be used solely by the Municipality for Early Voting, or such other election related purposes as may be specifically authorized by law.
- ◆ A list of permanent early voters within the Municipality that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

**4. Obligation of Municipality. The Municipality or designate thereof agrees to:**

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Provide a certified list of measures and the order of appearance of the measures to the Elections Department ninety (90) days prior to the election.
- c. Provide nomination petitions and other necessary information to prospective candidates for council positions.
- d. Accept candidates' nomination documents for filing.
- e. Accept candidates' financial disclosure statements.
- f. Accept all campaign finance statements and expenditure reports from candidates and/or candidates' campaign committees.
- g. Provide the County Elections Office with the names of any Write-in candidates as prescribed by law.
- h. Prepare and Issue certificates of election to candidates declared to be elected.
- i. Publish all legal notices in connection with a municipal election with the exception of the logic and accuracy test notification as described in Section 2 (e) of this agreement.
- j. If the Municipality chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550 (A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
- k. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. Municipality will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- l. If the Municipality chooses to conduct their own early voting, a list of all "Inactive Status" electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
- m. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by the Municipality

Clerk's office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

- 5. Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
- 6. Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, Municipality shall be solely responsible for defending, legally or otherwise, said election.
- 7. Indemnification of County.** Municipality further agrees to indemnify, to defend and to hold harmless the County, including but not limited to all of its agencies and personnel thereof from any and all actions, causes of action, claims, demands, damages, costs, expenses, attorney's fees, on account of or in any way growing out of an accident, incident, or occasion which might arise as a result of this Agreement, except those arising from the sole negligence of the County's participation in the election. The Municipality specifically agrees to insure and indemnify the County against any and all damage or loss to any of the electronic ballot tallying equipment or other County property, which may occur due to the fault of negligence of any person other than the County. The value of the electronic ballot tallying system is hereby agreed to be the then current cost of similar new equipment. Further, it is hereby agreed by and between the County and the Municipality that in the event it is necessary to repair the electronic ballot tallying equipment, such repair will be done under the supervision of qualified County personnel, for which the Municipality agrees to reimburse the County for its actual costs incurred.



- 8. Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.
- 9. Nondiscrimination.** The parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 10. Severability.** If any provisions of this Agreement or application thereof to the County, Municipality, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.
- 11. E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41-4401 and 23-214, and all other federal and state immigration laws and regulations.
- 12. Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
- 13. Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
- 14. Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
- 15. Notices.** All notice required by this Agreement shall be sent by U.S certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other

address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

Municipality: Town of Florence

Name, Title: Pinal County Recorder

Name, Title: Town Clerk

Address: P.O. Box 848, Florence AZ 85132 Address: P.O. Box 2670, Florence AZ 85132

**17. Waiver.** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

**MUNICIPALITY**

**PINAL COUNTY**

**TOWN OF FLORENCE**

**BY:** \_\_\_\_\_  
Virginia Ross  
Pinal County Recorder

Printed Name

**BY:** \_\_\_\_\_  
Name/Title

**PINAL COUNTY BOARD OF SUPERVISORS**

**ATTEST:**

**BY:** \_\_\_\_\_  
Chairman

**BY:** \_\_\_\_\_  
Clerk, Municipality

**ATTEST:**

**Approved as to form:**


And within the powers and authority granted under the laws of this State to the District

**BY:** \_\_\_\_\_  
Clerk, Board of Supervisors

**BY:** \_\_\_\_\_  
Attorney, Municipality

**Approved as to form:**

**BY:** \_\_\_\_\_  
Deputy County Attorney

|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u></b><br><b>9c.</b>  |
| <b>MEETING DATE:</b> May 5, 2014<br><br><b>DEPARTMENT:</b> Finance/Grants<br><br><b>STAFF PRESENTER:</b> Ernest Feliz<br>Grants and Assessment Manager<br><br><b>SUBJECT:</b> Resolution No. 1432-14: State Housing Fund<br>Grant Application |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input checked="" type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> <b>Regulatory</b><br><input type="checkbox"/> <b>1<sup>st</sup> Reading</b><br><input type="checkbox"/> <b>2<sup>nd</sup> Reading</b><br><input type="checkbox"/> <b>Other</b> |

**RECOMMENDED MOTION/ACTION:**

Motion to adopt Resolution No. 1432-14 as required in order to submit an application for State Housing Funds.

**BACKGROUND/DISCUSSION:**

The Town of Florence will submit an application for State Housing Funds in the amount of \$275,000. The application is due June 16, 2014. These funds will be used for Owner Occupied Housing Rehabilitation within the limits of the Town of Florence. If awarded, the Town will be able to repair approximately five homes.

**FINANCIAL IMPACT:**

The application will be for \$275,000 in grant funds

**STAFF RECOMMENDATION:**

Staff recommends that Council adopt Resolution No. 1432-14, authorizing the submission of the application.

**ATTACHMENTS:**

Resolution No. 1432-14  
Grant Summary Form and Budget

**RESOLUTION NO. 1432-14**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUNDS), CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

**WHEREAS**, the Town of Florence is desirous of undertaking affordable housing development activities; and

**WHEREAS**, the State of Arizona is administering the State Housing Fund Program; and

**WHEREAS**, the State Housing Fund requires that State Housing Funds benefit low income households; and

**WHEREAS**, the activity in the application addresses the community's low-income population housing needs; and

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

1. That the application to be made to the State of Arizona for funding from the State Housing Fund and acceptance of funds, if awarded, is authorized.
2. That Charles Montoya, Town Manager, is authorized to sign application and contract or grant documents for receipt and use of these funds.
3. That Ernest Feliz, Grants and Assessments Manager, is authorized to take all actions necessary to implement and complete the activities submitted in said applications.
4. That the Town of Florence will comply with all State Housing Fund Program Guidelines, State and Federal Statutes and regulations applicable to the state Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in the application.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this 5<sup>th</sup> day of May 2014.

---

Tom J. Rankin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Lisa Garcia, Town Clerk

---

James E. Mannato, Town Attorney



# GRANT REQUEST PROPOSED BUDGET

## EXPENDITURES


| Item Description                               | Cost Each | Quantity | Total Cost |
|--|-----------|----------|------------|
| <b>Personnel:</b>                              |           |          |            |
| Administration & Management                    |           |          | \$10,000   |
|  |           |          |            |
|  |           |          |            |
| <b>Contractual:</b>                            |           |          |            |
| Housing Rehabilitation Contractors             |           |          | \$250,000  |
| Housing Rehabilitation Specialists/Consultants |           |          | \$13,000   |
|  |           |          |            |
|  |           |          |            |
| <b>Equipment:</b>                              |           |          |            |
|  |           |          |            |
|  |           |          |            |
|  |           |          |            |
| <b>Other Charges</b>                           |           |          |            |
| Miscellaneous Office & Marketing Supplies      |           |          | \$2,000    |
|  |           |          |            |
|  |           |          |            |
| <b>Capital Outlay:</b>                         |           |          |            |
|  |           |          |            |
|  |           |          |            |
|  |           |          |            |
|  |           |          |            |
| Total Expenditures:                            |           |          | \$275,000  |

## REVENUE

| Source of Revenue         | Amount    |
|---------------------------|-----------|
| Grant from Funding Agency | \$275,000 |
| Cash Match                |           |
| In-Kind Labor             |           |
| Other (describe)          |           |
| Total Revenue:            |           |
|                           | \$275,000 |

**NOTE: Total Revenue must equal Total Expenditures**



|  |   |  |
|--|---|--|
|   | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>10a.</b>   |
| <b>MEETING DATE:</b> May 5, 2014<br><br><b>DEPARTMENT:</b> Economic Development<br><br><b>STAFF PRESENTER:</b> Jennifer Evans<br>Management Analyst<br><br><b>SUBJECT:</b> Florence Public Art Program |   | <input type="checkbox"/> Action<br><input checked="" type="checkbox"/> Information Only<br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other |

**RECOMMENDED MOTION/ACTION:**

Provided for information only.

**BACKGROUND/DISCUSSION:**

Arts and culture are essential to sustaining a thriving, livable community. Public art programs contribute to quality of life by creating cultural landmarks that reflect community values, encouraging public participation in the design of public space, and instilling a sense of civic pride in residents. Public art can be defined as works of art placed in areas accessible to the public that may include, but are not limited to murals, sculptures, and paintings. Communities across Arizona and nationwide fund public art programs to improve quality of life for residents and expand the economic viability of their communities.

The Florence Public Art Program will be the conduit used to create a sense of place and enhance Florence as an arts and culture destination. The program facilitates the integration of art into public buildings and spaces. The program also will involve residents in the public art process by providing opportunities for individuals to serve on the commission and participate directly in projects.

Many communities use a Percent for Art ordinance to fund public art projects. The ordinance allocates 1% of the total construction costs for each eligible capital improvement plan project to a Percent for Art Fund. The funds dedicated for public art would be added to the existing Capital Improvement Plan (CIP) project budget and used for the design, fabrication, installation, maintenance, and incorporation of art into future capital projects. Percent for Art ordinances guarantee a funding stream for public art projects regardless of what happens to city budgets or arts funding.

The Percent for Art ordinance also establishes the Florence Arts and Culture Commission. The purpose of the commission is to develop the annual Public Art Project Plan and recommend its approval by the Town Council. The annual plan

outlines the types of public art projects that will be accomplished during the year and their associated expenditures. The commission will develop and recommend policies and priorities for promoting, advancing, and maintaining public art in Florence. Additional responsibilities of the commission may include developing educational programming related to the arts and seeking out partnerships with the public and private sectors to facilitate other projects.

The process of implementing the Florence Public Art Program includes drafting the Percent for Art ordinance to establish the Florence Arts and Culture Commission and allocating funding for the program. The draft ordinance and supporting materials can be completed by August 2014, with the first reading of the ordinance at the August 18, 2014, Town Council meeting. The second reading and subsequent approval by Town Council could be placed on the September 2, 2014, agenda. Applications to fill the commission seats would be solicited in October and November with staff review of received applications in December 2014. Staff would then forward recommendations for commissioners to the Town Council for their approval at the January 5, 2015, Council meeting. The commission could meet in February 2015, to begin the process of developing the annual Public Art Project Plan.

**FINANCIAL IMPACT:**


Approximately \$100,000.00 has been designated to fund the Florence Public Art Program in the 2014-2015 Fiscal Year budget under Capital Improvement Plan projects.

**STAFF RECOMMENDATION:**

None at this time

**ATTACHMENTS:**

None

|   |   |  |
|---|---|--|
|    | <b>TOWN OF FLORENCE<br/>COUNCIL ACTION FORM</b> | <b><u>AGENDA ITEM</u><br/>10b.</b>   |
| <b>MEETING DATE:</b> May 5, 2014<br><br><b>DEPARTMENT:</b> Human Resources<br><br><b>STAFF PRESENTER:</b> Scott Barber, HR Director<br><br><b>SUBJECT:</b> FY 2014-2015 Benefit Package Renewal |   | <input checked="" type="checkbox"/> <b>Action</b><br><input type="checkbox"/> <b>Information Only</b><br><input type="checkbox"/> <b>Public Hearing</b><br><input type="checkbox"/> <b>Resolution</b><br><input type="checkbox"/> <b>Ordinance</b><br><input type="checkbox"/> Regulatory<br><input type="checkbox"/> 1 <sup>st</sup> Reading<br><input type="checkbox"/> 2 <sup>nd</sup> Reading<br><input type="checkbox"/> <b>Other</b> |

**RECOMMENDED MOTION/ACTION:**

Staff recommends approval of FY2014-2015 employee benefit program with Blue Cross/Blue Shield of Arizona for medical; Teladoc for 24/7 physician access benefits; Principal Financial Group for dental and life insurance; Vision Service Plan for vision insurance; EAP Preferred for employee assistance program, and AFLAC for supplemental insurance products. Staff further recommends contracting with Infinisource to administer our Section 125 flexible benefit account plan.

**BACKGROUND/DISCUSSION:**

The employee insurance benefit package renews on July 1, 2014. Garry L. Johnson & Associates, our consultants for health related insurance, solicited bids (including renewal bids), reviewed those bids and provided us with a comprehensive analysis of what was received. We were very fortunate to receive several great plan alternatives with extremely competitive pricing. Staff is particularly appreciative of the work done on behalf of the Town by Eric Johnson, and his staff.

Medical Insurance - Staff is recommending leaving the partially-self-funded Health Savings Account (HSA)/High Deductible Plan for medical insurance coverage for our employees that we've had for the past five years, in favor of a fully-insured, PPO-type plan. The recommended Blue Cross/Blue Shield plan is a "rich" plan in design and provides low co-pays for physician, urgent care and emergency room visits, and a standard 3-tier co-pay design for prescription benefits. The recommended plan has a \$1,000 maximum out-of-pocket limit for the employee, and a maximum of \$3,000 for a family. The projected net decrease in costs to the Town and employees to move to this plan is \$24,000, based on current enrollment. Our recommendation is to move from a 75%/25% cost-sharing split with employees who have dependent coverage, to a 78%/22% split which nets a reduction in costs to those employees. The overall difference in premiums for medical and dental insurance from last year for the Town and our employees is projected to be a decrease of about \$72,000 for the upcoming 2014-15 policy year, based on current enrollment.

Teladoc - Last July we added a new benefit which provides our employees 24/7 medical consultations via telephone or internet. Teladoc (formerly Consult A Doctor) is a free-standing benefit which supplements our medical insurance. Employees are able to connect with a licensed physician for information, advice, and treatment including prescription medication when appropriate. At a rate of \$3.75 per month per insured family (up to 5 family members, paid fully by the Town), we wanted to try this benefit for one year. Even though usage was below our expectations, we are recommending renewal another year and we will re-evaluate it next year.

Dental Insurance – The recommendation is to move from the current partially self-funded dental plan to a fully insured plan with the Principal Financial Group. Plan benefits are essentially unchanged and a premium savings of about \$48,000 overall is projected for the 2014-15 policy year, based on current enrollment.

To restate, the Town currently pays 100% of the employee's cost for medical/dental and 75% of dependent coverage. Staff recommendation is to move to a 78%/22% split for dependent coverage.

Group Life Insurance – Staff recommends moving to the Principal Financial Group to provide Group Life Insurance to all eligible employees and dependents for FY14-15. Group Life coverage is 2X an employee's annual salary up to a maximum of \$150,000. Premiums reflect a slight reduction from current rates (monthly rate of \$0.151 per \$1,000 of employee coverage, \$0.79 for dependent coverage). Group Life is paid 100% by the Town.

Vision Insurance has no changes to the basic plan design. We received a 4-year rate lock last year with the carrier VSP, so there is no premium increase for the FY14-15 policy year (\$11.08 per month for employee coverage, \$23.82 per month for family coverage). Vision Insurance is paid 100% by the employee.

The Employee Assistance Program has no plan design or coverage changes, or increase in costs (\$1.85 per employee per month). The Town currently pays 100% of the cost for this service.

The Town offers its' employees a comprehensive line of AFLAC Insurance products. Coverage is paid 100% by the employee. There is no change in AFLAC programs.

In the current high-deductible HSA plan design, the Town contributed \$2,000 to each eligible employee's Health Savings Account (HSA). Moving from this plan design, these accounts will no longer be a part of the funding strategy. Employees with HSA accounts own these accounts and will be able to continue to pay for eligible medical costs with these funds until they are fully expended. Our new fully-insured PPO plan design allows us to implement a flexible spending account program under the provisions of Section 125 of the tax code. Just like the HSA accounts, employees will be able to contribute pre-tax dollars and use those funds during the plan year to pay for eligible out-of-pocket medical expenses, and also qualified dependent care expenses. The Section 125 plan, however, has a "use-it-or-lose-it" provision so employees will need to

plan their contributions to their plan accounts more carefully (recent changes to the law allow an annual carryover of \$500).

The following chart illustrates the total monthly medical and dental insurance premiums for the 2014-15 plan year:

| Medical/Dental Insurance Coverage Premiums | Medical FY14-15 | Dental FY14-15 |
|--|-----------------|----------------|
| Employee Only                              | \$ 656.50       | \$ 24.31       |
| Employee + Spouse                          | \$ 1,358.03     | \$ 48.30       |
| Employee + Child(ren)                      | \$ 1,230.47     | \$ 63.66       |
| Employee + Family                          | \$ 1,932.00     | \$ 92.37       |

The following chart illustrates monthly medical, dental and vision coverage premiums paid by employees for the 2014-15 plan year:

| Medical/Dental Insurance Coverage Premiums | Medical FY14-15 | Dental FY14-15 | Vision* FY14-15 |
|--|-----------------|----------------|-----------------|
| Employee Only                              | \$ PAID         | \$ PAID        | \$ 11.08        |
| Employee + Spouse                          | \$ 154.34       | \$ 5.28        | \$ 23.82        |
| Employee + Child(ren)                      | \$ 126.27       | \$ 8.66        | \$ 23.82        |
| Employee + Family                          | \$ 280.61       | \$ 14.97       | \$ 23.82        |

\*vision is an optional benefit paid 100% by employee

**FINANCIAL IMPACT:**

The estimated Town’s portion of the annual maximum cost for the employee benefit package for FY14-15 is included in the various departmental proposed budgets. The Town has a terminal liability exiting the partially self-funded health plan and the funds necessary to pay out the residual claims have been budgeted year-to-year by the Town. Of course we hope the actual cost of the claim run-out will be less than the budgeted amount.

**STAFF RECOMMENDATION:**

Staff recommends Council to authorize the Town Manager to contract with the following carriers to provide benefits to our full-time employees and qualified dependents:

- Blue Cross/Blue Shield of Arizona for Medical;
- Teladoc benefit for phone/internet physician access;
- Principal Financial Group for Dental and Group Life Insurance;
- Vision Service Plan for Vision Insurance;
- EAP Preferred for Employee Assistance Program Services; and,
- AFLAC for AFLAC supplemental insurance products;
- Infinisource for the Section 125 flexible spending account plan.

Stand Alone

**Monthly Premium**

PPO and Dental

Employee Contribution of Dependent Coverage

Employer Contribution of Dependent Coverage

Employer Contribution for Employee only

|   | Year 13/14 | Year 14/15 |
|---|------------|------------|
| Employee Contribution of Dependent Coverage | 25%        | 22%        |
| Employer Contribution of Dependent Coverage | 75%        | 78%        |
| Employer Contribution for Employee only     | 100%       | 100%       |

Year 13/14 Year 14/15

|      |      |
|------|------|
| 25%  | 22%  |
| 75%  | 78%  |
| 100% | 100% |

**2013-2014 Rates**

| Medical  | Full Premium | Dependant Cost | Employer's Dep. Monthly | Employer's Monthly Cost | Employer's Total Monthly Cost w/(H.S.A) | Employee Monthly Cost | Employee 24 deductions |
|----------|--------------|----------------|-------------------------|-------------------------|---|-----------------------|------------------------|
| Employee | \$554.29     | \$554.29       | \$554.29                | \$554.29                | \$720.95                                | \$0.00                | \$0.00                 |
| Spouse   | \$1,179.74   | \$625.45       | \$469.09                | \$1,023.38              | \$1,190.04                              | \$156.36              | \$78.18                |
| Child    | \$1,063.87   | \$509.58       | \$382.19                | \$936.48                | \$1,103.14                              | \$127.40              | \$63.70                |
| Family   | \$1,688.90   | \$1,134.61     | \$850.96                | \$1,405.25              | \$1,571.91                              | \$283.65              | \$141.83               |

**2013-2014**

| Dental | Dep. Full Premium | ER's Cost | ER's Dep Monthly | Employer's Monthly Cost | Employee Monthly Cost | Employee 24 deductions |
|--------|-------------------|-----------|------------------|-------------------------|-----------------------|------------------------|
|        | \$36.41           | \$0.00    | \$0.00           | \$36.41                 | \$0.00                | \$0.00                 |
|        | \$75.31           | \$38.90   | \$29.18          | \$65.59                 | \$9.73                | \$4.86                 |
|        | \$95.10           | \$58.69   | \$44.02          | \$80.43                 | \$14.67               | \$7.34                 |
|        | \$135.49          | \$99.08   | \$74.31          | \$110.72                | \$24.77               | \$12.39                |

**2014-2015 Rates**

| Medical  | Full Premium | Medical    | Employer | Employer's Monthly Cost | Employee Monthly Cost | Employee 24 deductions |
|----------|--------------|------------|----------|-------------------------|-----------------------|------------------------|
| Employee | \$656.50     | \$656.50   | \$656.50 | \$656.50                | n/a                   | \$0.00                 |
| Spouse   | \$1,358.03   | \$701.53   | \$547.19 | \$1,203.69              | n/a                   | \$154.34               |
| Child    | \$1,230.47   | \$573.97   | \$447.70 | \$1,104.20              | n/a                   | \$126.27               |
| Family   | \$1,932.00   | \$1,275.50 | \$994.89 | \$1,651.39              | n/a                   | \$280.61               |

**2014-2015**

| Dental | Dep. Full Premium | ER's Cost | ER's Dep Monthly | Employer's Monthly Cost | Employee Monthly Cost | Employee 24 deductions |
|--------|-------------------|-----------|------------------|-------------------------|-----------------------|------------------------|
|        | \$24.31           | \$0.00    | \$0.00           | \$24.31                 | \$0.00                | \$0.00                 |
|        | \$48.30           | \$23.99   | \$18.71          | \$43.02                 | \$5.28                | \$2.64                 |
|        | \$63.66           | \$39.35   | \$30.69          | \$55.00                 | \$8.66                | \$4.33                 |
|        | \$92.37           | \$68.06   | \$53.09          | \$77.40                 | \$14.97               | \$7.49                 |

**Change in Medical costs Premium**

|          | Employer | Employee |
|----------|----------|----------|
| Employee | -\$64.45 | \$ -     |
| Spouse   | \$13.66  | \$(2.03) |
| Child    | \$1.06   | \$(1.12) |
| Family   | \$79.48  | \$(3.04) |

**Change in Dental costs**

|          | Employer | Employee Monthly |
|----------|----------|------------------|
| Employee | -\$12.10 | \$ -             |
| Spouse   | -\$22.56 | \$(4.45)         |
| Child    | -\$25.42 | \$(6.02)         |
| Family   | -\$33.32 | \$(9.80)         |



# The Town of Florence

## Medical Benefits

July 2014 Renewal

Fully Funded - not  
Grandfathered

Going with this plan!

Doctor Co-Pay  
Lab  
X-ray  
CT/MRI/ULTRA  
Outpatient Surgery  
Inpatient Hospital

Emergency Room  
Ambulance  
Urgent Care

Prescription Card

Deductible

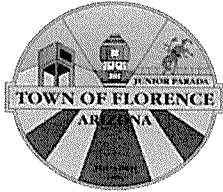
Coinsurance  
Individual Max  
Family Max

Provider System  
Managed Access  
Lifetime Maximum

Employee  
Employee/Spouse  
Employee/Child(ren)  
Family  
Estimated Monthly Cost  
Estimated Annual Cost

|                        | Cigna            |                 | BCBS              |                 |
|------------------------|------------------|-----------------|-------------------|-----------------|
|                        | OAP \$500 90/50  | out-network     | PPO \$500 90/50   | out-network     |
|                        | \$15 / \$25 spec | ded+50%         | \$15 / \$25 spec  | ded+50%         |
|                        | ded+10%          | ded+50%         | ded+10%           | ded+50%         |
|                        | ded+10%          | ded+50%         | ded+10%           | ded+50%         |
|                        | ded+10%          | ded+50%         | \$250 per Service | ded+50%         |
|                        | ded+10%          | ded+50%         | ded+10%           | ded+50%         |
|                        | ded+10%          | ded+50%         | ded+10%           | ded+50%         |
|                        |                  | \$150           |                   | \$150 then 10%  |
|                        |                  | ded+10%         |                   | ded+10%         |
|                        | \$15             | ded+50%         | \$15              | ded+50%         |
|                        | \$10/\$30/\$60   | not covered     | \$10/\$30/\$60    |                 |
|                        | \$500 (2xfam)    | \$3,000 (2xfam) | \$500 (3xfam)     | \$3,000 (3xfam) |
|                        | 10%              | 50%             | 10%               | 50%             |
|                        | \$1,000          | \$8,000         | \$1,000           | \$8,000         |
|                        | \$3,000          | \$24,000        | \$3,000           | \$24,000        |
|                        | Cigna            | n/a             | BCBS              | n/a             |
|                        | Open Access      | n/a             | PPO               | n/a             |
|                        | Unlimited        |                 | Unlimited         |                 |
| Employee               | 72               | \$658.43        |                   | \$656.50        |
| Employee/Spouse        | 10               | \$1,382.71      |                   | \$1,358.03      |
| Employee/Child(ren)    | 19               | \$1,251.03      |                   | \$1,230.47      |
| Family                 | 33               | \$1,975.31      |                   | \$1,932.00      |
| Estimated Monthly Cost | 134              | \$150,188.86    |                   | \$147,983.23    |
| Estimated Annual Cost  |                  | \$1,802,266.32  |                   | \$1,775,798.76  |

\*Premiums shown reflect final information from carriers



# The Town of Florence

## Medical Benefits

### July 2014 Renewal

#### Grandfathered

- Doctor Co-Pay
- Lab
- X-ray
- CT/MRI/ULTRA
- Outpatient Surgery
- Inpatient Hospital
- Emergency Room
- Ambulance
- Urgent Care
- Prescription Card

#### \$50,000 SSL

| Cigna - HSA |                             |                 |
|-------------|-----------------------------|-----------------|
| OA          | \$2,500 100/50              | out-network     |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded+UCR (lab & x-ray incl)  |                 |
|             | ded+UCR                     |                 |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | \$2,500 (2xfam)             | \$4,000 (2xfam) |
|             | This deductible IS embedded |                 |
|             | 0%                          | 50%             |
|             | \$5,000                     |                 |
|             | \$10,000                    |                 |
|             | Cigna                       | n/a             |
|             | Open Access                 | n/a             |
|             | Unlimited                   |                 |

#### \$55,000 SSL

| Cigna - HSA |                             |                 |
|-------------|-----------------------------|-----------------|
| OA          | \$2,500 100/50              | out-network     |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded+UCR (lab & x-ray incl)  |                 |
|             | ded+UCR                     |                 |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | \$2,500 (2xfam)             | \$4,000 (2xfam) |
|             | This deductible IS embedded |                 |
|             | 0%                          | 50%             |
|             | \$5,000                     |                 |
|             | \$10,000                    |                 |
|             | Cigna                       | n/a             |
|             | Open Access                 | n/a             |
|             | Unlimited                   |                 |

#### \$60,000 SSL

| Cigna - HSA |                             |                 |
|-------------|-----------------------------|-----------------|
| OA          | \$2,500 100/50              | out-network     |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | ded+UCR (lab & x-ray incl)  |                 |
|             | ded+UCR                     |                 |
|             | ded                         | ded+50%         |
|             | ded                         | ded+50%         |
|             | \$2,500 (2xfam)             | \$4,000 (2xfam) |
|             | This deductible IS embedded |                 |
|             | 0%                          | 50%             |
|             | \$5,000                     |                 |
|             | \$10,000                    |                 |
|             | Cigna                       | n/a             |
|             | Open Access                 | n/a             |
|             | Unlimited                   |                 |

#### Deductible

#### Coinsurance

#### Individual Max

#### Family Max

#### Provider System

#### Managed Access

#### Lifetime Maximum

#### Current

|                        |     | Minimum      | Maximum        |
|------------------------|-----|--------------|----------------|
| Employee               | 72  | \$198.16     | \$554.29       |
| Employee/Spouse        | 10  | \$431.87     | \$1,179.74     |
| Employee/Child(ren)    | 19  | \$387.23     | \$1,063.87     |
| Family                 | 33  | \$620.51     | \$1,688.90     |
| Estimated Monthly Cost | 134 | \$46,420.42  | \$127,653.51   |
| Estimated Annual Cost  |     | \$557,045.04 | \$1,531,842.12 |

#### Renewal

|                        |     | Minimum      | Maximum        | Minimum      | Maximum        | Minimum      | Maximum        |
|------------------------|-----|--------------|----------------|--------------|----------------|--------------|----------------|
| Employee               | 72  | \$226.79     | \$583.21       | \$219.36     | \$582.84       | \$212.92     | \$582.68       |
| Employee/Spouse        | 10  | \$476.27     | \$1,224.76     | \$460.68     | \$1,224.00     | \$447.11     | \$1,223.60     |
| Employee/Child(ren)    | 19  | \$430.90     | \$1,108.11     | \$416.81     | \$1,107.43     | \$404.52     | \$1,107.06     |
| Family                 | 33  | \$680.36     | \$1,749.64     | \$658.08     | \$1,748.53     | \$638.73     | \$1,748.00     |
| Estimated Monthly Cost | 134 | \$51,730.56  | \$133,030.93   | \$50,036.75  | \$132,947.14   | \$48,565.31  | \$132,907.10   |
| Estimated Annual Cost  |     | \$620,766.72 | \$1,596,371.16 | \$600,441.00 | \$1,595,365.68 | \$582,783.72 | \$1,594,885.20 |

Important: See plan contracts and brochures for details. This spreadsheet is for general overview only!

Please do not cancel current coverage until you receive written notice of approval. Rates will vary if enrollment information differs from census information submitted.

Rates are subject to home office approval. The Carriers reserve the right to adjust the rates, revise the rate guarantee, or decline the group based on enrollment information provided.





# The Town of Florence

Medical Benefits  
July 2014 Renewal

|                    | \$50,000 SSL     |                 | \$55,000 SSL     |                 | \$60,000 SSL     |                 |
|--------------------|------------------|-----------------|------------------|-----------------|------------------|-----------------|
|                    | Cigna            |                 | Cigna            |                 | Cigna            |                 |
|                    | OAP \$500 90/50  | out-network     | OAP \$500 90/50  | out-network     | OAP \$500 90/50  | out-network     |
| Doctor Co-Pay      | \$20 / \$30 spec | ded+50%         | \$20 / \$30 spec | ded+50%         | \$20 / \$30 spec | ded+50%         |
| Lab                | ded+10%          | ded+50%         | ded+10%          | ded+50%         | ded+10%          | ded+50%         |
| X-ray              | ded+10%          | ded+50%         | ded+10%          | ded+50%         | ded+10%          | ded+50%         |
| CT/MRI/ULTRA       | ded+10%          | ded+50%         | ded+10%          | ded+50%         | ded+10%          | ded+50%         |
| Outpatient Surgery | ded+10%          | ded+50%         | ded+10%          | ded+50%         | ded+10%          | ded+50%         |
| Inpatient Hospital | ded+10%          | ded+50%         | ded+10%          | ded+50%         | ded+10%          | ded+50%         |
| Emergency Room     |                  | \$150           |                  | \$150           |                  | \$150           |
| Ambulance          |                  | ded+10%         |                  | ded+10%         |                  | ded+10%         |
| Urgent Care        | \$20             | ded+50%         | \$20             | ded+50%         | \$20             | ded+50%         |
| Prescription Card  | \$10/\$30/\$60   | not covered     | \$10/\$30/\$60   | not covered     | \$10/\$30/\$60   | not covered     |
| Deductible         | \$500 (2xfam)    | \$1,000 (2xfam) | \$500 (2xfam)    | \$1,000 (2xfam) | \$500 (2xfam)    | \$1,000 (2xfam) |
| Coinsurance        | 10%              | 50%             | 10%              | 50%             | 10%              | 50%             |
| Individual Max     | \$3,000          | \$6,000         | \$3,000          | \$6,000         | \$3,000          | \$6,000         |
| Family Max         | \$6,000          | \$12,000        | \$6,000          | \$12,000        | \$6,000          | \$12,000        |
| Provider System    | Cigna            | n/a             | Cigna            | n/a             | Cigna            | n/a             |
| Managed Access     | Open Access      | n/a             | Open Access      | n/a             | Open Access      | n/a             |
| Lifetime Maximum   |                  | Unlimited       |                  | Unlimited       |                  | Unlimited       |

| Renewal               |     | Minimum            | Maximum               | Minimum            | Maximum               | Minimum            | Maximum               |
|-----------------------|-----|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|
| Employee              | 72  | \$221.63           | \$701.27              | \$215.71           | \$701.49              | \$208.74           | \$701.03              |
| Employee/Spouse       | 10  | \$465.42           | \$1,472.66            | \$452.98           | \$1,473.12            | \$438.37           | \$1,472.18            |
| Employee/Child(ren)   | 19  | \$421.09           | \$1,332.41            | \$409.82           | \$1,332.81            | \$396.63           | \$1,331.98            |
| Family                | 33  | \$664.88           | \$2,103.80            | \$647.11           | \$2,104.46            | \$626.25           | \$2,103.12            |
| Estimated Monthly C   | 134 | <b>\$50,553.31</b> | <b>\$159,959.23</b>   | <b>\$49,202.13</b> | <b>\$160,009.05</b>   | <b>\$47,615.20</b> | <b>\$159,906.54</b>   |
| Estimated Annual Cost |     | \$606,639.72       | <b>\$1,919,510.76</b> | \$590,425.56       | <b>\$1,920,108.60</b> | \$571,382.40       | <b>\$1,918,878.48</b> |

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# The Town of Florence

## Medical Benefits

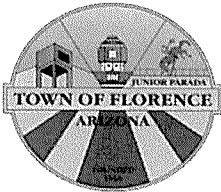
### July 2014 Renewal

|                        | United Healthcare - HSA      |                     | United Healthcare |                     | United Healthcare |                     |
|------------------------|------------------------------|---------------------|-------------------|---------------------|-------------------|---------------------|
|                        | Mod YMD-P HSA                | out-network         | Z26-P \$500 90/50 | out-network         | Z26-P \$500 90/50 | out-network         |
| Doctor Co-Pay          | ded                          | ded+50%             | \$20 / \$40 spec  | ded+50%             | \$20 / \$40 spec  | ded+50%             |
| Lab                    | ded                          | ded+50%             | ded+10%           | ded+50%             | ded+10%           | ded+50%             |
| X-ray                  | ded                          | ded+50%             | ded+10%           | ded+50%             | ded+10%           | ded+50%             |
| CT/MRI/ULTRA           | ded                          | ded+50%             | \$250 per Service | ded+50%             | \$250 per Service | ded+50%             |
| Outpatient Surgery     | ded                          | ded+50%             | ded+10%           | ded+50%             | ded+10%           | ded+50%             |
| Inpatient Hospital     | ded                          | ded+50%             | ded+10%           | ded+50%             | ded+10%           | ded+50%             |
| Emergency Room         | ded+UCR (lab & x-ray incl)   |                     | \$300             |                     | \$300             |                     |
| Ambulance              | ded+UCR                      |                     | ded+10%           |                     | ded+10%           |                     |
| Urgent Care            | ded                          | ded+50%             | \$75              | ded+50%             | \$75              | ded+50%             |
| Prescription Card      | \$10/\$35/\$60               |                     | \$10/\$30/\$60    |                     | \$10/\$30/\$60    |                     |
|                        | Copays apply once ded is met |                     |                   |                     |                   |                     |
| Deductible             | \$2,500 (2xfam)              | \$4,000 (2xfam)     | \$500 (2xfam)     | \$1,000 (2xfam)     | \$500 (2xfam)     | \$1,000 (2xfam)     |
|                        | This deductible IS embedded  |                     |                   |                     |                   |                     |
| Coinsurance            | 0%                           | 50%                 | 10%               | 50%                 | 10%               | 50%                 |
| Individual Max         | \$5,000                      | \$5,000             | \$1,000           | \$3,000             | \$3,000           | \$3,000             |
| Family Max             | \$10,000                     | \$10,000            | \$2,000           | \$6,000             | \$6,000           | \$6,000             |
| Provider System        | UHC                          | n/a                 | UHC               | n/a                 | UHC               | n/a                 |
| Managed Access         | Choice                       | n/a                 | Choice            | n/a                 | Choice            | n/a                 |
| Lifetime Maximum       | Unlimited                    |                     | Unlimited         |                     | Unlimited         |                     |
| Employee               | 72                           | \$503.63            |                   | \$763.41            |                   | \$657.04            |
| Employee/Spouse        | 10                           | \$1,057.62          |                   | \$1,603.16          |                   | \$1,379.78          |
| Employee/Child(ren)    | 19                           | \$956.90            |                   | \$1,450.48          |                   | \$1,248.38          |
| Family                 | 33                           | \$1,510.89          |                   | \$2,290.23          |                   | \$1,971.12          |
| Estimated Monthly Cost | 134                          | <b>\$114,878.03</b> |                   | <b>\$174,133.83</b> |                   | <b>\$149,870.86</b> |
| Estimated Annual Cost  |                              | \$1,378,536.36      |                   | \$2,089,605.96      |                   | \$1,798,450.32      |

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# The Town of Florence

## Medical Benefits

July 2014 Renewal

Fully Funded - not Grandfathered

Doctor Co-Pay  
Lab  
X-ray  
CT/MRI/ULTRA  
Outpatient Surgery  
Inpatient Hospital

Emergency Room  
Ambulance  
Urgent Care

Prescription Card

Deductible

Coinsurance

Individual Max

Family Max

Provider System

Managed Access

Lifetime Maximum

Employee

Employee/Spouse

Employee/Child(ren)

Family

Estimated Monthly Cost

Estimated Annual Cost

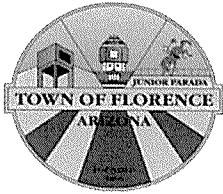
|                        | BCBS - HSA   |                          | BCBS              |                     | BCBS              |                         |
|------------------------|--|--------------------------|-------------------|---------------------|-------------------|-------------------------|
|                        | PPO  | \$2,500 100% out-network | \$500 90/50       | out-network         | PPO               | \$500 90/50 out-network |
| Doctor Co-Pay          | ded  | ded+50%                  | \$15 / \$25 spec  | ded+50%             | \$15 / \$25 spec  | ded+50%                 |
| Lab                    | ded  | ded+50%                  | ded+10%           | ded+50%             | ded+10%           | ded+50%                 |
| X-ray                  | ded  | ded+50%                  | ded+10%           | ded+50%             | ded+10%           | ded+50%                 |
| CT/MRI/ULTRA           | ded  | ded+50%                  | \$250 per Service | ded+50%             | \$250 per Service | ded+50%                 |
| Outpatient Surgery     | ded  | ded+50%                  | ded+10%           | ded+50%             | ded+10%           | ded+50%                 |
| Inpatient Hospital     | ded  | ded+50%                  | ded+10%           | ded+50%             | ded+10%           | ded+50%                 |
| Emergency Room         | ded+UCR (lab & x-ray incl)   |                          | \$150 then 10%    |                     | \$150 then 10%    |                         |
| Ambulance              | ded+UCR  |                          | ded+10%           |                     | ded+10%           |                         |
| Urgent Care            | ded  | ded+50%                  | \$15              | ded+50%             | \$15              | ded+50%                 |
| Prescription Card      | \$10/\$35/\$60   |                          | \$10/\$30/\$60    |                     | \$10/\$30/\$60    |                         |
| Deductible             | Copays apply once ded is met<br>\$2,500 (2xfam) \$4,000 (2xfam)<br>This deductible IS embedded |                          | \$500 (3xfam)     | \$3,000 (3xfam)     | \$500 (3xfam)     | \$3,000 (3xfam)         |
| Coinsurance            | 0%   | 50%                      | 10%               | 50%                 | 10%               | 50%                     |
| Individual Max         | \$5,000  | \$5,000                  | \$1,000           | \$8,000             | \$3,000           | \$8,000                 |
| Family Max             | \$10,000   | \$10,000                 | \$3,000           | \$24,000            | \$6,000           | \$24,000                |
| Provider System        | BCBS   | n/a                      | BCBS              | n/a                 | BCBS              | n/a                     |
| Managed Access         | PPO  | n/a                      | PPO               | n/a                 | PPO               | n/a                     |
| Lifetime Maximum       | Unlimited  |                          | Unlimited         |                     | Unlimited         |                         |
| Employee               | 72   | \$475.38                 |                   | \$667.68            |                   | \$649.15                |
| Employee/Spouse        | 10   | \$983.62                 |                   | \$1,381.53          |                   | \$1,343.19              |
| Employee/Child(ren)    | 19   | \$891.21                 |                   | \$1,251.73          |                   | \$1,216.99              |
| Family                 | 33   | \$1,399.44               |                   | \$1,965.56          |                   | \$1,911.01              |
| Estimated Monthly Cost | 134  | <b>\$107,178.07</b>      |                   | <b>\$150,534.61</b> |                   | <b>\$146,356.84</b>     |
| Estimated Annual Cost  |  | \$1,286,136.84           |                   | \$1,806,415.32      |                   | \$1,756,282.08          |

↑  
RECOMMENDED  
PLAN

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# The Town of Florence

## Medical Benefits

### July 2014 Renewal

Partially Self Funded - not Grandfathered

Doctor Co-Pay  
Lab  
X-ray  
CT/MRI/ULTRA  
Outpatient Surgery  
Inpatient Hospital

Emergency Room  
Ambulance  
Urgent Care

Prescription Card

Deductible

Coinsurance  
Individual Max  
Family Max

Provider System  
Managed Access  
Lifetime Maximum

|                       |     | BCBS - HSA                         |                     |
|-----------------------|-----|------------------------------------|---------------------|
|                       |     | PPO \$2,500 100%                   | out-network         |
|                       |     | ded                                | ded+50%             |
|                       |     | ded                                | ded+50%             |
|                       |     | ded                                | ded+50%             |
|                       |     | ded                                | ded+50%             |
|                       |     | ded                                | ded+50%             |
|                       |     | ded                                | ded+50%             |
|                       |     | ded+UCR (lab & x-ray incl)         |                     |
|                       |     | ded+UCR                            |                     |
|                       |     | ded                                | ded+50%             |
|                       |     | \$10/\$35/\$60                     |                     |
|                       |     | Copays apply once ded is met       |                     |
|                       |     | \$2,500 (2xfam)                    | \$4,000 (2xfam)     |
|                       |     | <b>This deductible IS embedded</b> |                     |
|                       |     | 0%                                 | 50%                 |
|                       |     | \$5,000                            | \$5,000             |
|                       |     | \$10,000                           | \$10,000            |
|                       |     | BCBS                               | n/a                 |
|                       |     | PPO                                | n/a                 |
|                       |     | Unlimited                          |                     |
|                       |     | Minimum                            | Maximum             |
| Employee              | 72  | \$183.60                           | \$489.22            |
| Employee/Spouse       | 10  | \$310.32                           | \$1,027.39          |
| Employee/Child(ren)   | 19  | \$287.28                           | \$929.54            |
| Family                | 33  | \$414.00                           | \$1,467.70          |
| Estimated Monthly Cos | 134 | <b>\$35,442.72</b>                 | <b>\$111,593.10</b> |
| Estimated Annual Cost |     | \$425,312.64                       | \$1,339,117.20      |

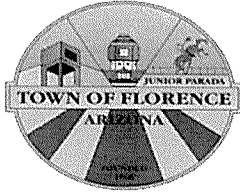
|                       |     | BCBS               |                     |
|-----------------------|-----|--------------------|---------------------|
|                       |     | PPO \$500 90/50    | out-network         |
|                       |     | \$15 / \$25 spec   | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | \$250 per Service  | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | \$150 then 10%     |                     |
|                       |     | ded+10%            |                     |
|                       |     | \$15               | ded+50%             |
|                       |     | \$10/\$30/\$60     |                     |
|                       |     | \$500 (3xfam)      | \$3,000 (3xfam)     |
|                       |     | 10%                | 50%                 |
|                       |     | <b>\$1,000</b>     | <b>\$8,000</b>      |
|                       |     | <b>\$3,000</b>     | <b>\$24,000</b>     |
|                       |     | BCBS               | n/a                 |
|                       |     | PPO                | n/a                 |
|                       |     | Unlimited          |                     |
|                       |     | Minimum            | Maximum             |
| Employee              | 72  | \$187.55           | \$631.06            |
| Employee/Spouse       | 10  | \$321.67           | \$1,325.26          |
| Employee/Child(ren)   | 19  | \$297.28           | \$1,199.03          |
| Family                | 33  | \$431.40           | \$1,893.22          |
| Estimated Monthly Cos | 134 | <b>\$36,604.82</b> | <b>\$143,946.75</b> |
| Estimated Annual Cost |     | \$439,257.84       | \$1,727,361.00      |

|                       |     | BCBS               |                     |
|-----------------------|-----|--------------------|---------------------|
|                       |     | PPO \$500 90/50    | out-network         |
|                       |     | \$15 / \$25 spec   | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | \$250 per Service  | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | ded+10%            | ded+50%             |
|                       |     | \$150 then 10%     |                     |
|                       |     | ded+10%            |                     |
|                       |     | \$15               | ded+50%             |
|                       |     | \$10/\$30/\$60     |                     |
|                       |     | \$500 (3xfam)      | \$3,000 (3xfam)     |
|                       |     | 10%                | 50%                 |
|                       |     | <b>\$3,000</b>     | <b>\$8,000</b>      |
|                       |     | <b>\$6,000</b>     | <b>\$24,000</b>     |
|                       |     | BCBS               | n/a                 |
|                       |     | PPO                | n/a                 |
|                       |     | Unlimited          |                     |
|                       |     | Minimum            | Maximum             |
| Employee              | 72  | \$186.88           | \$617.39            |
| Employee/Spouse       | 10  | \$32.29            | \$1,296.56          |
| Employee/Child(ren)   | 19  | \$296.03           | \$1,173.06          |
| Family                | 33  | \$429.44           | \$1,852.22          |
| Estimated Monthly Cos | 134 | <b>\$33,574.35</b> | <b>\$140,829.08</b> |
| Estimated Annual Cost |     | \$402,892.20       | \$1,689,948.96      |

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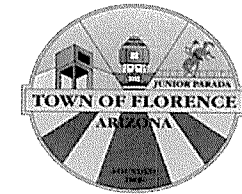
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# The Town of Florence

## Medical Benefits

July 2014 Renewal



|                       | Aetna - HSA                        |   |
|-----------------------|------------------------------------|---|
|                       | PPO \$2,500 100%                   | out-network                                     |
| Doctor Co-Pay         | ded                                | ded+50%   |
| Lab                   | ded                                | ded+50%   |
| X-ray                 | ded                                | ded+50%   |
| CT/MRI/ULTRA          | ded                                | ded+50%   |
| Outpatient Surgery    | ded                                | ded+50%   |
| Inpatient Hospital    | ded                                | ded+50%   |
| Emergency Room        |                                    | ded   |
| Ambulance             |                                    | ded   |
| Urgent Care           | ded                                | ded+50%   |
| Prescription Card     | ded                                | 20% of submitted cost after app preferred copay |
| Deductible            | \$2,500 (2xfam)                    | \$4,000 (2xfam)                                 |
|                       | <b>This deductible IS embedded</b> |   |
| Coinsurance           | 0%                                 | 50%   |
| Individual Max        | \$5,000                            | \$5,000   |
| Family Max            | \$10,000                           | \$10,000  |
| Provider System       | Aetna                              | n/a   |
| Managed Access        | OAMC                               | n/a   |
| Lifetime Maximum      |                                    | Unlimited                                       |
| Employee              | 72                                 | \$473.23  |
| Employee/Spouse       | 10                                 | \$989.05  |
| Employee/Child(ren)   | 19                                 | \$880.21  |
| Family                | 33                                 | \$1,400.76                                      |
| Estimated Monthly Cos | 134                                | <b>\$106,912.13</b>                             |
| Estimated Annual Cost |                                    | \$1,282,945.56                                  |

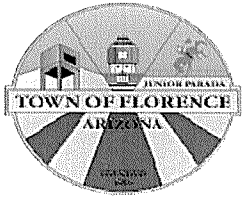
|                       | Aetna            |                     |
|-----------------------|------------------|---------------------|
|                       | PPO \$500 90/50  | out-network         |
| Doctor Co-Pay         | \$20 / \$30 spec | ded+50%             |
| Lab                   | ded+10%          | ded+50%             |
| X-ray                 | ded+10%          | ded+50%             |
| CT/MRI/ULTRA          | ded+10%          | ded+50%             |
| Outpatient Surgery    | ded+10%          | ded+50%             |
| Inpatient Hospital    | ded+10%          | ded+50%             |
| Emergency Room        |                  | \$150               |
| Ambulance             |                  | ded+10%             |
| Urgent Care           | \$50             | ded+50%             |
| Prescription Card     |                  | \$10/\$30/\$60      |
| Deductible            | \$500 (2xfam)    | \$3,000 (2xfam)     |
| Coinsurance           | 10%              | 50%                 |
| Individual Max        | \$3,000          | \$6,000             |
| Family Max            | \$6,000          | \$12,000            |
| Provider System       | Aetna            | n/a                 |
| Managed Access        | OAMC             | n/a                 |
| Lifetime Maximum      |                  | Unlimited           |
| Employee              |                  | \$591.54            |
| Employee/Spouse       |                  | \$1,236.31          |
| Employee/Child(ren)   |                  | \$1,100.26          |
| Family                |                  | \$1,750.95          |
| Estimated Monthly Cos |                  | <b>\$133,640.27</b> |
| Estimated Annual Cost |                  | \$1,603,683.24      |

|                        |     |
|------------------------|-----|
| Doctor Co-Pay          |     |
| Lab                    |     |
| X-ray                  |     |
| CT/MRI/ULTRA           |     |
| Outpatient Surgery     |     |
| Inpatient Hospital     |     |
| Emergency Room         |     |
| Ambulance              |     |
| Urgent Care            |     |
| Prescription Card      |     |
| Deductible             |     |
| Coinsurance            |     |
| Individual Max         |     |
| Family Max             |     |
| Provider System        |     |
| Managed Access         |     |
| Lifetime Maximum       |     |
| Employee               | 72  |
| Employee/Spouse        | 10  |
| Employee/Child(ren)    | 19  |
| Family                 | 33  |
| Estimated Monthly Cost | 134 |
| Estimated Annual Cost  |     |

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# The Town of Florence

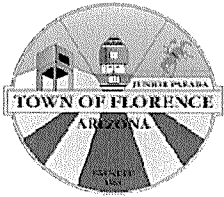
## Medical Benefits

July 2014 Renewal

|                        | Humana - HSA                |                 | Humana             |                    |
|------------------------|-----------------------------|-----------------|--------------------|--------------------|
|                        | PPO \$2,500 100/70          | out-network     | NPOS Copay 90/60   | out-network        |
| Doctor Co-Pay          | ded                         | ded+30%         | \$20 / \$35 spec   | ded+40%            |
| Lab                    | ded                         | ded+30%         | ded+10%            | ded+40%            |
| X-ray                  | ded                         | ded+30%         | ded+10%            | ded+40%            |
| CT/MRI/ULTRA           | ded                         | ded+30%         | ded+10%            | ded+40%            |
| Outpatient Surgery     | ded                         | ded+30%         | ded+10%            | ded+40%            |
| Inpatient Hospital     | ded                         | ded+30%         | ded+10%            | ded+40%            |
| Emergency Room         |                             | ded             | \$150              |                    |
| Ambulance              |                             | ded             | ded+10%            |                    |
| Urgent Care            | ded                         | ded+30%         | \$75               | ded+40%            |
| Prescription Card      | ded                         | ded+30%         | \$10/\$30/\$50/25% |                    |
| Deductible             | \$2,500 (2xfam)             | \$7,500 (2xfam) | \$500 (2xfam)      | \$1,500 (2xfam)    |
|                        | This deductible IS embedded |                 |                    |                    |
| Coinsurance            | 0%                          | 30%             | 10%                | 40%                |
| Individual Max         | \$2,500                     | \$10,000        | \$3,500*           | \$3,000 (med only) |
| Family Max             | \$5,000                     | \$20,000        | \$7,000**          | \$6,000 (med only) |
|                        |                             |                 |                    | RX - no limit      |
| Provider System        | Humana                      | n/a             | Humana             | n/a                |
| Managed Access         | NPOS - OpenAccess           | n/a             | NPOS - OpenAccess  | n/a                |
| Lifetime Maximum       |                             | Unlimited       |                    | Unlimited          |
| Employee               | 72                          | \$444.53        |                    | \$528.54           |
| Employee/Spouse        | 10                          | \$933.52        |                    | \$1,109.94         |
| Employee/Child(ren)    | 19                          | \$844.61        |                    | \$1,004.23         |
| Family                 | 33                          | \$1,333.60      |                    | \$1,585.63         |
| Estimated Monthly Cost | 134                         | \$101,397.75    |                    | \$120,560.44       |
| Estimated Annual Cost  |                             | \$1,216,773.00  |                    | \$1,446,725.28     |

\*\$1,000 Med and \$2,500 RX

\*\*\$2,000 Med and \$5,000 RX



# The Town of Florence

## Medical Benefits

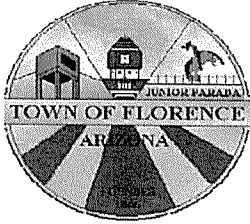
July 2014 Renewal

|                               | APEHP - HSA  |                    | APEHP  |                     |
|-------------------------------|--|--------------------|--|---------------------|
|                               | PPO \$2,500 80/60                                  | out-network        | Copay Plan   | out-network         |
| <b>Doctor Co-Pay</b>          |  |                    |  |                     |
| Lab                           | ded+20%  | ded+40%            | \$20 / \$40 spec                                   | ded+40%             |
| X-ray                         | ded+20%  | ded+40%            | ded+20%  | ded+40%             |
| CT/MRI/ULTRA                  | ded+20%  | ded+40%            | ded+20%  | ded+40%             |
| Outpatient Surgery            | ded+20%  | ded+40%            | ded+20%  | ded+40%             |
| Inpatient Hospital            | ded+20%  | ded+40%            | ded+20%  | ded+40%             |
| <b>Emergency Room</b>         |  | ded+20%            |  | ded+20%             |
| <b>Ambulance</b>              |  | ded+20%            |  | ded+20%             |
| <b>Urgent Care</b>            | ded+20%  | ded+40%            | \$40   | ded+40%             |
| <b>Prescription Card</b>      | \$10/greater of \$20 or 30%/greater of \$30 or 50% |                    | \$10/greater of \$20 or 30%/greater of \$30 or 50% |                     |
|                               | Copays apply once ded is met                       |                    |  |                     |
| <b>Deductible</b>             | \$2,500 (2xfam)                                    | \$5,000 (2xfam)    | \$750 (3xfam)                                      | \$1,500 (3xfam)     |
|                               | This ded is NOT embedded                           |                    |  |                     |
| <b>Coinsurance</b>            | 20%  | 60%                | 20%  | 60%                 |
| <b>Individual Max</b>         | \$3,450  | \$5,000            | \$5,000  | \$7,000             |
| <b>Family Max</b>             | \$6,900  | \$10,000           | \$10,000   | \$14,000            |
| <b>Provider System</b>        | BCBS Preferred                                     | n/a                | BCBS Preferred                                     | n/a                 |
| <b>Managed Access</b>         | PPO  | n/a                | PPO  | n/a                 |
| <b>Lifetime Maximum</b>       |  | Unlimited          |  | Unlimited           |
| <b>Employee</b>               | 72   | \$450.00           |  | \$683.00            |
| <b>Employee/Spouse</b>        | 10   | \$900.00           |  | \$1,365.00          |
| <b>Employee/Child(ren)</b>    | 19   | \$747.00           |  | \$1,132.01          |
| <b>Family</b>                 | 33   | \$1,138.00         |  | \$1,725.00          |
| <b>Estimated Monthly Cost</b> | 134  | <b>\$93,147.00</b> |  | <b>\$141,259.19</b> |
| <b>Estimated Annual Cost</b>  |  | \$1,117,764.00     |  | \$1,695,110.28      |

Important: See plan contracts and brochures for details. This spreadsheet is for general overview only!

Please do not cancel current coverage until you receive written notice of approval. Rates will vary if enrollment information differs from census information submitted.

Rates are subject to home office approval. The Carriers reserve the right to adjust the rates, revise the rate guarantee, or decline the group based on enrollment information provided.



# Town of Florence

## Dental Benefits - July 2014 Renewal

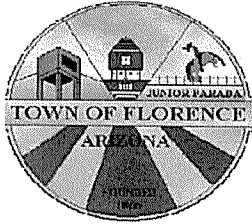
|                                | Cigna                   |                     | Guardian Group Life     |                | Principal Financial Group |                         |
|--------------------------------|-------------------------|---------------------|-------------------------|----------------|---------------------------|-------------------------|
|                                |                         |                     | In-Network              | Out-of-Network | In-Network                | Out-of-Network          |
| <b>Deductible</b>              | \$50 Individual (3xfam) |                     | \$50 Individual (3xfam) |                | \$50 Individual (3xfam)   | \$50 Individual (3xfam) |
| <b>Annual Maximum</b>          | \$1,500                 |                     | \$1,500                 |                | \$1,500                   | \$1,500                 |
| <b>Preventive (Class I)</b>    | 100%                    |                     | 100%                    | 80%            | 100%                      | 100%                    |
| <b>Basic (Class II)</b>        | 80%                     |                     | 80%                     | 70%            | 80%                       | 80%                     |
| <b>Major (Class III)</b>       | 50%                     |                     | 50%                     | 40%            | 50%                       | 50%                     |
| <b>Endodontics</b>             | Basic Class II          |                     | Basic Class II          | Basic Class II | Basic Class II            | Basic Class II          |
| <b>Periodontics</b>            | Basic Class II          |                     | Basic Class II          | Basic Class II | Basic Class II            | Basic Class II          |
| <b>Orthodontics (Class IV)</b> | 50%                     |                     | 50%                     |                | 50%                       | 50%                     |
| <b>Ortho Lifetime Max.</b>     | \$1,500 Child only      |                     | \$1,000 Child only      |                | \$1,000 Child only        | \$1,000 Child only      |
| <b>Current</b>                 | <b>Minimum</b>          | <b>Maximum</b>      |                         |                |                           |                         |
| Employee 57                    | \$4.23                  | \$36.41             | \$22.92                 |                | \$24.31                   |                         |
| Employee/Spouse 16             | \$8.66                  | \$75.31             | \$47.60                 |                | \$48.30                   |                         |
| Employee/Child(ren) 26         | \$10.67                 | \$95.10             | \$62.79                 |                | \$60.44                   |                         |
| Employee/Family 43             | \$16.66                 | \$135.49            | \$89.95                 |                | \$88.78                   |                         |
| <b>Estimated Monthly Total</b> | <b>\$1,373.47</b>       | <b>\$11,579.00</b>  | <b>\$7,568.43</b>       |                | <b>\$7,547.45</b>         |                         |
| <b>Estimated Yearly Total</b>  | <b>\$16,481.64</b>      | <b>\$138,948.00</b> | <b>\$90,821.16</b>      |                | <b>\$90,569.40</b>        |                         |
| <b>Renewal</b>                 | <b>Minimum</b>          | <b>Maximum</b>      |                         |                |                           |                         |
| Employee 57                    | \$4.44                  | \$27.55             |                         |                |                           |                         |
| Employee/Spouse 16             | \$9.19                  | \$66.17             |                         |                |                           |                         |
| Employee/Child(ren) 26         | \$11.61                 | \$83.56             |                         |                |                           |                         |
| Employee/Family 43             | \$16.55                 | \$119.10            |                         |                |                           |                         |
| <b>Estimated Monthly Total</b> | <b>\$1,413.63</b>       | <b>\$9,922.93</b>   |                         |                |                           |                         |
| <b>Estimated Yearly Total</b>  | <b>\$16,963.56</b>      | <b>\$119,075.16</b> |                         |                |                           |                         |



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# Town of Florence

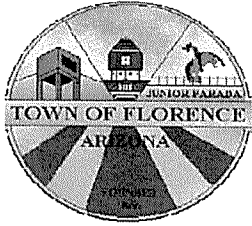
## Dental Benefits - July 2014 Renewal

|                                | MetLife                 |                         | Lincoln Financial Group |                         |
|--------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|                                | In-Network              | Out-of-Network          | In-Network              | Out-of-Network          |
|                                | Negotiated Fee Schedule | R&C 90th Percentile     |                         | 90th Percentile U&C     |
| <b>Deductible</b>              | \$50 Individual (3xfam) | \$50 Individual (3xfam) | \$50 Individual (3xfam) | \$50 Individual (3xfam) |
| <b>Annual Maximum</b>          | \$1,500                 | \$1,500                 | \$1,500                 | \$1,500                 |
| <b>Preventive (Class I)</b>    | 100%                    | 100%                    | 100%                    | 100%                    |
| <b>Basic (Class II)</b>        | 80%                     | 80%                     | 80%                     | 80%                     |
| <b>Major (Class III)</b>       | 50%                     | 50%                     | 50%                     | 50%                     |
| <b>Endodontics</b>             | Basic Class II          | Basic Class II          | Basic Class II          | Basic Class II          |
| <b>Periodontics</b>            | Basic Class II          | Basic Class II          | Basic Class II          | Basic Class II          |
| <b>Orthodontics (Class IV)</b> | 50%                     | 50%                     | 50%                     | 50%                     |
| <b>Ortho Lifetime Max.</b>     | \$1,000 Child only      | \$1,000 Child only      | \$1,000 Child only      | \$1,000 Child only      |
| <b>Employee</b> 57             | \$27.38                 |                         | \$31.00                 |                         |
| <b>Employee/Spouse</b> 16      | \$57.13                 |                         | \$64.00                 |                         |
| <b>Employee/Child(ren)</b> 26  | \$65.67                 |                         | \$81.00                 |                         |
| <b>Employee/Family</b> 43      | \$102.52                |                         | \$115.00                |                         |
| <b>Estimated Monthly Total</b> | \$8,590.52              |                         | \$9,842.00              |                         |
| <b>Estimated Yearly Total</b>  | \$103,086.24            |                         | \$118,104.00            |                         |



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# Town of Florence

## Dental Benefits - July 2014 Renewal

|                                | Delta Dental PPO plus Premier |                         |                         | United Healthcare       |                         |
|--------------------------------|-------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|                                | PPO                           | Premier                 | Out-of-Network          | In-Network              | Out-of-Network          |
|                                | PPO Fee                       | Premier R&C             | 51st percentile         | Passive PPO P7313 CSO   |                         |
| <b>Deductible</b>              | \$50 Individual (3xfam)       | \$50 Individual (3xfam) | \$50 Individual (3xfam) | \$50 Individual (3xfam) | \$50 Individual (3xfam) |
| <b>Annual Maximum</b>          | \$1,500                       | \$1,500                 | \$1,500                 | \$1,500                 | \$1,500                 |
| <b>Preventive (Class I)</b>    | 100%                          | 100%                    | 100%                    | 100%                    | 100%                    |
| <b>Basic (Class II)</b>        | 80%                           | 80%                     | 80%                     | 80%                     | 80%                     |
| <b>Major (Class III)</b>       | 50%                           | 50%                     | 50%                     | 50%                     | 50%                     |
| <b>Endodontics</b>             | Basic Class II                | Basic Class II          | Basic Class II          | Basic Class II          | Basic Class II          |
| <b>Periodontics</b>            | Basic Class II                | Basic Class II          | Basic Class II          | Basic Class II          | Basic Class II          |
| <b>Orthodontics (Class IV)</b> | 50%                           | 50%                     | 50%                     | 50%                     | 50%                     |
| <b>Ortho Lifetime Max.</b>     | \$1,000 Child only            | \$1,000 Child only      | \$1,000 Child only      | \$1,000 Child only      | \$1,000 Child only      |
| <b>Employee</b>                | 57                            | <b>\$31.58</b>          |                         | <b>\$39.41</b>          |                         |
| <b>Employee/Spouse</b>         | 16                            | <b>\$65.31</b>          |                         | <b>\$78.83</b>          |                         |
| <b>Employee/Child(ren)</b>     | 26                            | <b>\$82.47</b>          |                         | <b>\$84.62</b>          |                         |
| <b>Employee/Family</b>         | 43                            | <b>\$117.55</b>         |                         | <b>\$130.06</b>         |                         |
| <b>Estimated Monthly Total</b> |                               | <b>\$10,043.89</b>      |                         | <b>\$11,300.35</b>      |                         |
| <b>Estimated Yearly Total</b>  |                               | <b>\$120,526.68</b>     |                         | <b>\$135,604.20</b>     |                         |



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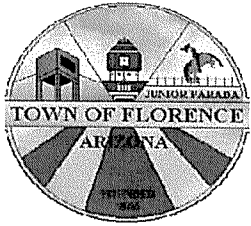
# Town of Florence

## Dental Benefits - July 2014 Renewal

|                                | Principal Financial Group |                         | Principal Financial Group |                         | Principal Financial Group        |                            |
|--------------------------------|---------------------------|-------------------------|---------------------------|-------------------------|----------------------------------|----------------------------|
|                                | In-Network                | Out-of-Network          | In-Network                | Out-of-Network          | In-Network                       | Out-of-Network             |
| <b>Deductible</b>              | \$50 Individual (3xfam)   | \$50 Individual (3xfam) | \$50 Individual (3xfam)   | \$50 Individual (3xfam) | \$50 Individual (3xfam)          | \$50 Individual (3xfam)    |
| <b>Annual Maximum</b>          | \$1,500                   | \$1,500                 | \$1,500                   | \$1,500                 | \$1,500                          | \$1,500                    |
| <b>Preventive (Class I)</b>    | 100%                      | 100%                    | 100%                      | 100%                    | 100%                             | 100%                       |
| <b>Basic (Class II)</b>        | 80%                       | 80%                     | 80%                       | 80%                     | 80%                              | 80%                        |
| <b>Major (Class III)</b>       | 50%                       | 50%                     | 50%                       | 50%                     | 50%                              | 50%                        |
| <b>Endodontics</b>             | Basic Class II            | Basic Class II          | Basic Class II            | Basic Class II          | Basic Class II                   | Basic Class II             |
| <b>Periodontics</b>            | Basic Class II            | Basic Class II          | Basic Class II            | Basic Class II          | Basic Class II                   | Basic Class II             |
| <b>Orthodontics (Class IV)</b> | 50%                       | 50%                     | 50%                       | 50%                     | 50%                              | 50%                        |
| <b>Ortho Lifetime Max.</b>     | <b>\$1,000 Child only</b> | \$1,000 Child only      | \$1,500 Child only        | \$1,500 Child only      | <b>\$1,500 Adult &amp; Child</b> | \$1,500 Adult & Child only |
| <b>Current</b>                 |                           |                         |                           |                         |                                  |                            |
| Employee                       | 57                        | \$24.31                 |                           | \$24.31                 |                                  | \$25.72                    |
| Employee/Spouse                | 16                        | \$48.30                 |                           | \$48.30                 |                                  | \$51.13                    |
| Employee/Child(ren)            | 26                        | \$60.44                 |                           | \$63.66                 |                                  | \$65.07                    |
| Employee/Family                | 43                        | \$88.78                 |                           | \$92.37                 |                                  | \$95.20                    |
| <b>Estimated Monthly Total</b> |                           | \$7,547.45              |                           | \$7,785.54              |                                  | \$8,069.54                 |
| <b>Estimated Yearly Total</b>  |                           | \$90,569.40             |                           | \$93,426.48             |                                  | \$96,834.48                |

Bold print is different from what you have now.

↑  
**RECOMMENDED  
PLAN**



# Town of Florence

Dental Benefits - July 2014  
Renewal

Selected provider

|                                | Cigna                   |                     | Principal Financial Group |                         |
|--------------------------------|-------------------------|---------------------|---------------------------|-------------------------|
|                                |                         |                     | In-Network                | Out-of-Network          |
| <b>Deductible</b>              | \$50 Individual (3xfam) |                     | \$50 Individual (3xfam)   | \$50 Individual (3xfam) |
| <b>Annual Maximum</b>          | \$1,500                 |                     | \$1,500                   | \$1,500                 |
| <b>Preventive (Class I)</b>    | 100%                    |                     | 100%                      | 100%                    |
| <b>Basic (Class II)</b>        | 80%                     |                     | 80%                       | 80%                     |
| <b>Major (Class III)</b>       | 50%                     |                     | 50%                       | 50%                     |
| <b>Endodontics</b>             | Basic Class II          |                     | Basic Class II            | Basic Class II          |
| <b>Periodontics</b>            | Basic Class II          |                     | Basic Class II            | Basic Class II          |
| <b>Orthodontics (Class IV)</b> | 50%                     |                     | 50%                       | 50%                     |
| <b>Ortho Lifetime Max.</b>     | \$1,500 Child only      |                     | \$1,500 Child only        | \$1,500 Child only      |
| <b>Renewal</b>                 | <b>Minimum</b>          | <b>Maximum</b>      |                           |                         |
| Employee 57                    | \$4.44                  | \$27.55             | \$24.31                   |                         |
| Employee/Spouse 16             | \$9.19                  | \$66.17             | \$48.30                   |                         |
| Employee/Child(ren) 26         | \$11.61                 | \$83.56             | \$63.66                   |                         |
| Employee/Family 43             | \$16.55                 | \$119.10            | \$92.37                   |                         |
| <b>Estimated Monthly Total</b> | <b>\$1,413.63</b>       | <b>\$9,922.93</b>   | <b>\$7,785.54</b>         |                         |
| <b>Estimated Yearly Total</b>  | <b>\$16,963.56</b>      | <b>\$119,075.16</b> | <b>\$93,426.48</b>        |                         |
|                                |                         |                     | Savings from Renewal      | \$25,648.68             |
|                                |                         |                     | Savings from Last Year    | \$45,521.52             |



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# Town of Florence

## Life Benefits - July 2014 Renewal

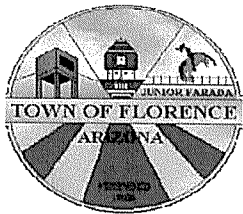
|                                 | Metlife  | Principal Financial                                      | Lincoln Financial Group                                  | United Healthcare  |
|---------------------------------|--|--|--|--|
| <b>Eligibility</b>              | All Active Full Time Employees<br>All Active Recruits    | All Active Full Time Employees<br>All Active Recruits    | All Active Full Time Employees<br>All Active Recruits    | All Active Full Time Employees<br>All Active Recruits    |
| <b># Employees</b>              | 172  | 172  | 172  | 172  |
| <b>Volume</b>                   | 14,355,200   | 14,355,200   | 14,355,200   | 14,355,200   |
| <b>Proposed Amount</b>          | 2x pay to max of \$150,000<br>Active Recruits - \$25,000 | 2x pay to max of \$150,000<br>Active Recruits - \$25,000 | 2x pay to max of \$150,000<br>Active Recruits - \$25,000 | 2x pay to max of \$150,000<br>Active Recruits - \$25,000 |
|                                 | <b>Current</b>   |  |  |  |
| <b>D&amp;D Rate per \$1,000</b> | \$0.166  | \$0.151  | \$0.130  | <b>NO Quote - not Competitive</b>                        |
| <b>Monthly Premium</b>          | \$2,382.96   | \$2,167.64   | \$1,866.18   |  |
| <b>Annual Premium</b>           | \$28,595.52  | \$26,011.68  | \$22,394.16  |  |
|                                 | <b>Renewal</b>   |  |  |  |
|                                 | \$0.166  |  |  |  |
|                                 | \$2,382.96   |  |  |  |
|                                 | \$28,595.52  |  |  |  |

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# Town of Florence

## Life Benefits - July 2014 Renewal

|                                 |  |  |  | Selected provider                                     |  |
|---------------------------------|--|--|--|---|--|
|                                 |  |  |  | Metlife   | Principal Financial                                      |
| <b>Eligibility</b>              |  |  | All Active Full Time Employees<br>All Active Recruits    | All Active Full Time Employees<br>All Active Recruits |  |
| <b># Employees</b>              |  |  | 172  | 172   |  |
| <b>Volume</b>                   |  |  | 14,355,200   | 14,355,200  |  |
| <b>Proposed Amount</b>          |  |  | 2x pay to max of \$150,000<br>Active Recruits - \$25,000 |   | 2x pay to max of \$150,000<br>Active Recruits - \$25,000 |
|                                 |  |  |  | Current   | Renewal  |
| <b>D&amp;D Rate per \$1,000</b> |  |  | \$0.166  | \$0.166   | \$0.151  |
| <b>Monthly Premium</b>          |  |  | \$2,382.96   | \$2,382.96  | \$2,167.64   |
| <b>Annual Premium</b>           |  |  | \$28,595.52  | \$28,595.52   | \$26,011.68  |
|                                 |  |  |  | <b>Savings</b>  |  |
|                                 |  |  |  | <b>\$2,583.840</b>                                    |  |



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# Town of Florence

## Vision Benefits - July 2014 Renewal

*RENEWAL  
RECOMMENDATION DES*



|                             | VSP                        |                | MetLife     |                | United Healthcare |             | Delta Dental |                       |
|-----------------------------|----------------------------|----------------|-------------|----------------|-------------------|-------------|--------------|-----------------------|
|                             |                            |                | In-Network  | Out-Network    | In-Network        | Out-Network | In-Network   | Out-Network           |
| <b>Exam</b>                 | \$10                       |                | \$10        | \$45 Allowance | \$10              | N/A         | \$10         | \$35 Allowance        |
| <b>Materials Copay</b>      | \$25 glasses, \$0 contacts |                | \$25        | Not Applicable | \$25              | N/A         | \$0          | \$40 - \$75 Allowance |
| <b>Exam Every</b>           | 12 Months                  |                | 12 Months   |                | 12 Months         |             | 12 Months    |                       |
| <b>Lenses Covered Every</b> | 12 Months                  |                | 12 Months   |                | 12 Months         |             | 12 Months    |                       |
| <b>Frame Covered Every</b>  | 12 Months                  |                | 24 Months   |                | 12 Months         |             | 12 Months    |                       |
|                             | <b>Current</b>             | <b>Renewal</b> |             |                |                   |             |              |                       |
| <b>Employee</b> 38          | \$11.08                    | \$11.08        | \$6.05      |                | \$6.24            |             | \$6.32       |                       |
| <b>Employee+</b> 53         | \$23.82                    | \$23.82        | \$14.19     |                | \$15.57           |             | \$17.38      |                       |
|                             | \$1,683.50                 | \$1,683.50     | \$981.97    |                | \$1,062.33        |             | \$484.02     |                       |
|                             | \$20,202.00                | \$20,202.00    | \$11,783.64 |                | \$12,747.96       |             | \$5,808.21   |                       |

|                             | Lincoln Financial Group |                | Guardian Group Life |                 |
|-----------------------------|-------------------------|----------------|---------------------|-----------------|
|                             | In-Network              | Out-Network    | In-Network          | Out-Network     |
| <b>Exam</b>                 | \$10                    | Not applicable | \$10                | \$39 Max        |
| <b>Materials Copay</b>      | \$25                    | Not applicable | \$25                | \$39 - \$64 max |
| <b>Exam Every</b>           | 12 Months               |                | 12 Months           |                 |
| <b>Lenses Covered Every</b> | 12 Months               |                | 12 Months           |                 |
| <b>Frame Covered Every</b>  | 12 Months               |                | 12 Months           |                 |
| <b>Employee</b> 38          | \$6.57                  |                | \$10.78             |                 |
| <b>Employee+</b> 53         | \$16.39                 |                | \$29.28             |                 |
|                             | \$1,118.33              |                | \$1,961.48          |                 |
|                             | \$13,419.96             |                | \$23,537.76         |                 |



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# The Town of Florence

## EAP Benefits - July 2014 Renewal

| <b>EAP Preferred</b>   |
|--|
| <b>5 Visits per person per issue</b><br>Legal and Financial consultation<br>24/7 Crisis line<br>Unlimited access to websites each year |
| Not available  |
| Promotional Poster, brochures  |
| <b>172 Employee's @ \$1.85 per EE</b>  |
| <b>Employer Monthly - \$318.20</b><br><b>Employer Annual - \$3,818.40</b>  |

| <b>Jorgensen Brooks Group</b>   |
|---|
| <b>6 Visits per person per issue</b><br>Legal and Financial consultation<br>24hr/7day/confidential consultations, phone, internet chat with a work-Life expert. |
| Unlimited on-site response to critical incident stress debriefing   |
| Promotional Poster, brochures   |
| <b>172 Employee's @ \$2.18 per EE</b>   |
| <b>Employer Monthly - \$374.96</b><br><b>Employer Annual - \$4,499.52</b>   |

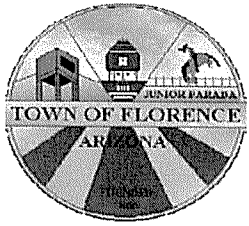
↑  
RENEWAL  
RECOMMENDED



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# The Town of Florence

FSA - July 2014

*RECOMMENDED*



## Infinisource

172 Employees @ \$4.95 per EE  
No annual fee or set up fee

Employer Monthly - \$851.40  
Employer Annual - \$10,216.80

## TASC

172 Employees @ \$5.00 per EE  
One time set up fee of \$550

Employer Monthly - \$860.00  
Employer Annual - \$10,320.00

## Basic Western

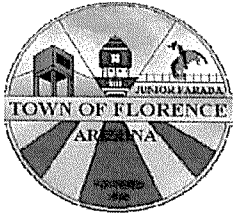
172 Employees @ \$4.80 per EE  
\$450 First Year and Annual renewal fee

Employer Monthly - \$825.60  
Employer Annual - \$9,907.20

## Sheakley

172 Employees @ \$5.00 per EE  
\$500 Doc fee

Employer Monthly - \$860.00  
Employer Annual - \$10,320.00



# The Town of Florence

Teladoc, EAP, FSA - July 2014 Renewal

## Tele Doc

172 Employees @ \$3.75 per EE

**Employer Monthly - \$645.00**  
**Employer Annual - \$7,740.00**

## FSA Selected provider

### Infinisource

172 Employees @ \$4.95 per EE

No annual fee or set up fee

**Employer Monthly - \$851.40**  
**Employer Annual - \$10,216.80**

## Selected EAP provider

### EAP Preferred

**5 Visits per person per issue**  
Legal and Financial consultation  
24/7 Crisis line  
Unlimited access to websites each year

Promotional Poster, brochures

**172 Employee's @ \$1.85 per EE**

**Employer Monthly - \$318.20**  
**Employer Annual - \$3,818.40**

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**ASSET PURCHASE AND LEASE AGREEMENT**

**BETWEEN**

**TOWN OF FLORENCE**

**AND**

**JOHNSON UTILITIES, L.L.C., AND SOUTHWEST ENVIRONMENTAL UTILITIES, L.L.C.**

**April \_\_, 2014**

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## Table of Contents

Page

### ARTICLE I PURCHASE, SALE AND LEASE OF ASSETS

|               |                       |   |
|---------------|-----------------------|---|
| Section 1.01. | Purchased Assets..... | 1 |
| Section 1.02. | Excluded Assets.....  | 2 |
| Section 1.03. | Leased Assets.....    | 3 |

### ARTICLE II PURCHASE PRICE; ASSUMPTION OF LIABILITIES

|               |   |   |
|---------------|---|---|
| Section 2.01. | Payment of Purchase Price.....              | 3 |
| Section 2.02. | Assumed Liabilities .....                   | 3 |
| Section 2.03. | Excluded Liabilities .....                  | 3 |
| Section 2.04. | Pro Rations.....                            | 4 |
| Section 2.05. | Installment Sale Agreement.....             | 5 |
| Section 2.06. | Management Agreement.....                   | 5 |
| Section 2.07. | Procedure Upon Execution of Agreement ..... | 5 |

### ARTICLE III CLOSING

|               |  |   |
|---------------|--|---|
| Section 3.01. | Time and Place of the Closing.....       | 5 |
| Section 3.02. | Conditions to Obligation of Buyer.....   | 5 |
| Section 3.03. | Conditions to Obligation of Seller ..... | 6 |
| Section 3.04. | Procedure at the Closing.....            | 9 |

### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

|               |                            |    |
|---------------|----------------------------|----|
| Section 4.01. | Organization.....          | 9  |
| Section 4.02. | Authorization .....        | 9  |
| Section 4.03. | No Conflicts, etc .....    | 10 |
| Section 4.04. | Real Estate .....          | 10 |
| Section 4.05. | Personal Property .....    | 11 |
| Section 4.06. | Proprietary Rights .....   | 11 |
| Section 4.07. | Contracts .....            | 11 |
| Section 4.08. | Taxes .....                | 12 |
| Section 4.09. | Litigation.....            | 13 |
| Section 4.10. | Financial Statements ..... | 13 |
| Section 4.11. | Insurance .....            | 13 |
| Section 4.12. | Environmental Matters..... | 13 |
| Section 4.13. | No Changes.....            | 14 |

### ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

|               |                     |    |
|---------------|---------------------|----|
| Section 5.01. | Organization.....   | 14 |
| Section 5.02. | Authorization ..... | 14 |
| Section 5.03. | Enforceability..... | 15 |

Table of Contents  
(continued)

|   | Page |
|---|------|
| Section 5.04. No Conflicts .....  | 15   |
| Section 5.05. As-Is Where-Is Condition .....                                    | 15   |
| <b>ARTICLE VI<br/>ADDITIONAL COVENANTS</b>                                      |      |
| Section 6.01. Conduct of Business .....   | 16   |
| Section 6.02. No Solicitation .....   | 17   |
| Section 6.03. Further Actions .....   | 17   |
| <b>ARTICLE VII<br/>TERMINATION</b>  |      |
| Section 7.01. Termination .....   | 18   |
| Section 7.02. Effect of Termination .....                                       | 19   |
| <b>ARTICLE VIII<br/>INDEMNIFICATION</b>   |      |
| Section 8.01. Indemnification by Seller .....                                   | 20   |
| Section 8.02. Indemnification by Buyer .....                                    | 20   |
| Section 8.03. Indemnification Procedures .....                                  | 20   |
| Section 8.04. Time Limitations .....  | 21   |
| Section 8.05. Limitations on Amount .....                                       | 22   |
| Section 8.06. Exclusive Remedy .....  | 22   |
| Section 8.07. Limitation of Liability .....                                     | 22   |
| <b>ARTICLE IX<br/>DISPUTE RESOLUTION</b>  |      |
| Section 9.01. Disputes .....  | 22   |
| <b>ARTICLE X<br/>MISCELLANEOUS</b>  |      |
| Section 10.01. Survival .....   | 23   |
| Section 10.02. Knowledge .....  | 23   |
| Section 10.03. Brokers' Commission .....  | 23   |
| Section 10.04. General Provisions regarding Representation and Warranties ..... | 23   |
| Section 10.05. Binding Effect .....   | 24   |
| Section 10.06. Entire Agreement .....   | 24   |
| Section 10.07. Headings .....   | 24   |
| Section 10.08. Execution in Counterpart .....                                   | 24   |
| Section 10.09. Notices .....  | 24   |
| Section 10.10. Amendment .....  | 25   |
| Section 10.11. Governing Law .....  | 25   |
| Section 10.12. Notice of A.R.S .....  | 25   |
| Section 10.13. Time is of the Essence .....                                     | 25   |
| Section 10.14. Threat of Condemnation .....                                     | 25   |

Table of Contents  
(continued)

Page

|            |   |
|------------|---|
| EXHIBIT A  | EXCLUDED ASSETS   |
| EXHIBIT B  | TERMS OF WATER AND SEWER REVENUE BONDS  |
| EXHIBIT C  | ASSUMED LIABILITIES   |
| EXHIBIT D  | ALLOCATION OF PURCHASE PRICE  |
| EXHIBIT E  | CONSENTS AND APPROVALS REQUIRED OF SELLER<br>PURSUANT TO SECTION 3.02(B)  |
| EXHIBIT F  | CONSENTS AND APPROVALS REQUIRED OF BUYER<br>PURSUANT TO SECTION 3.03(B)   |
| EXHIBIT G  | FORM OF OPINION OF COUNSEL TO BUYER   |
| EXHIBIT H  | FORM OF OPINION OF COUNSEL TO SELLER  |
| EXHIBIT I  | SCHEDULE OF REAL ESTATE   |
| EXHIBIT J  | PERSONAL PROPERTY   |
| EXHIBIT K  | ASSIGNED CONTRACTS  |
| EXHIBIT L  | PROPRIETARY RIGHTS  |
| EXHIBIT M  | DESCRIPTION OF SELLER'S CONTRACTS PURSUANT TO<br>SECTION 4.07(A)  |
| EXHIBIT N  | DISCLOSURE OF EVENTS OF DEFAULT UNDER CONTRACTS<br>PURSUANT TO SECTION 4.07(E)                                  |
| EXHIBIT O  | EXCEPTIONS TO TAX REPRESENTATIONS PURSUANT TO<br>SECTION 4.08   |
| EXHIBIT P  | DISCLOSURE OF UNENFORCEABLE CONTRACTS<br>PURSUANT TO SECTION 4.07(B)  |
| EXHIBIT Q  | DISCLOSURE OF REQUIRED CONSENTS PURSUANT TO<br>SECTION 4.07(C)  |
| EXHIBIT R  | EXCEPTIONS TO LITIGATION REPRESENTATIONS<br>PURSUANT TO SECTION 4.09  |
| EXHIBIT S  | DESCRIPTION OF SELLER'S INSURANCE POLICIES,<br>RETAINED POLICIES AND CLAIMS HISTORY PURSUANT TO<br>SECTION 4.11 |
| EXHIBIT T  | DISCLOSURE OF ENVIRONMENTAL NONCOMPLIANCE<br>PURSUANT TO SECTION 4.12(A)  |
| EXHIBIT U  | DISCLOSURE OF ACTIONS RESULTING IN ENVIRONMENTAL<br>LIABILITY PURSUANT TO SECTION 4.12(B)                       |
| EXHIBIT V  | DISCLOSURE OF SUBLEASES, ASSIGNMENTS AND<br>LICENSES PURSUANT TO SECTION 4.04(C)                                |
| EXHIBIT W  | RECORDS RELATING TO PROJECT AND CUSTOMERS   |
| EXHIBIT X  | MASTER UTILITY AGREEMENTS   |
| EXHIBIT Y  | MAINLINE EXTENSION AGREEMENTS   |
| EXHIBIT Z  | DIAGRAM OF CERTIFICATED AREA  |
| EXHIBIT AA | LEGAL DESCRIPTION   |
| EXHIBIT BB | INFRASTRUCTURE USED BY BUSINESS   |

## ASSET PURCHASE AND LEASE AGREEMENT

This Asset Purchase and Lease Agreement (this “*Agreement*”) is entered into as of April \_\_, 2014, by and between the Town of Florence, Arizona, an Arizona municipal corporation (the “*Town*”) and Johnson Utilities, L.L.C., an Arizona limited liability company and Southwest Environmental Utilities, L.L.C., an Arizona limited liability company (collectively, the “*Seller*”).

### RECITALS

A. Seller operates as a public utility as defined in Article 15, Section 2 of the Arizona Constitution (the “*Business*”) providing domestic water and sewer service in the boundaries of the Town and adjacent areas in Pinal County, Arizona (the “*County*”). Seller operates the Business pursuant to a Certificate of Public Convenience and Necessity (“*CC&N*”) issued by the Arizona Corporation Commission (“*ACC*”) which authorizes Seller to provide water and wastewater treatment utility services within a defined geographic area (the “*Certificated Area*”) as depicted on the diagram attached hereto as Exhibit Z and as legally described in Exhibit AA, it being understood by and between the parties that if requested by either party or the ACC, either the depiction or the legal description of the Certificated Area as finally attached hereto may be amended to conform to such requests.

B. Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets and properties used in the Business, to assume certain rights and obligations of Seller solely relating to the Business, including the obligation to provide water and wastewater utility services within the Certificated Area and those areas for which Seller has pending applications for service, and to use such assets and properties and operate the Business in its own name and for its own account on the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I

#### PURCHASE, SALE AND LEASE OF ASSETS

**Section 1.01. Purchased Assets.** Seller will sell, convey, transfer, assign and deliver to Buyer, free and clear of all liens, mortgages, pledges, encumbrances and charges of every kind (except for Permitted Encumbrances, as hereinafter defined), on the terms and subject to the conditions set forth in this Agreement, all of Seller’s right, title and interest in and to the properties, business and assets of Seller of every kind and description, real, personal and mixed, tangible and intangible, wherever located (except those assets which are excluded from this sale by Section 1.02) as they shall exist on the Closing Date (as hereinafter defined) which are useful, available for use or necessary for Seller’s operation of the Business (collectively, the “*Purchased*”

Assets”). Without limiting the generality of the foregoing, the Purchased Assets shall include the following:

- (a) all Real Estate as set forth in Exhibit I (the “Real Estate”);
- (b) all Personal Property as set forth in Exhibit J (the “Personal Property”);
- (c) Infrastructure used by the Business to serve Customers as set forth in Exhibit BB;
- (d) The Assigned Contracts set forth in Exhibit K and the Proprietary Rights as set forth in Exhibit L;
- (e) The Seller’s interest in the mainline extension agreements (“LXA’s) identified or described in Exhibit Y;
- (f) the Master Utility Agreements (“MUA’s) identified or described in Exhibit X;
- (g) Records relating to the Project and Customers as set forth in Exhibit W;
- (h) to the extent Seller has any interest in any software licenses, software or data, including radio licenses or communications franchises or licenses, such licenses or franchises, as the case may be, shall be transferred to Seller under such instruments as are customarily utilized for the transfer of such rights, in a form which is commercially reasonable and acceptable to Seller and Buyer.
- (i) \$2,500,000 cash in the Offsite Facilities Hookup Fee Account, any balance in the Central Arizona Groundwater Replenishment District Account (as reduced by the shortfall from the October 2013 bill advanced by the Seller), and any Customer Deposits; and
- (j) all accounts receivable, excluding accounts receivable for water deliveries made by Seller prior to the close of escrow as reflected in Seller’s books and records as of close of escrow, related to Seller’s Customers (collectively, “Customer Accounts”) reflected on Seller’s books and records as of close of escrow.

**Section 1.02. Excluded Assets.** Notwithstanding anything to the contrary in Section 1.01, the Purchased Assets shall exclude the following assets of Seller:

- (a) notes receivable and insurance proceeds existing as of the Closing Date, unless such insurance proceeds receivable relate to damage to the Real Estate or the Personal Property or are not reimbursements to Seller for pre-closing expenditures;
- (b) all cash and cash equivalents and investments, whether short-term or long-term, of Seller, including without limitation bank accounts, certificates of deposit, treasury bills and securities, except for the items described in Section 1.01(e) above;



- (c) any stock, partnership interest, limited liability company interest or other equity ownership interest in any subsidiary or affiliate;
- (d) the minute books and records of Seller; and
- (e) the assets set forth in Exhibit A.

**Section 1.03. Leased Assets.** Notwithstanding anything to the contrary in Sections 1.01 or 1.02, the Rancho Sendero Anthem Wastewater 1.1MW plant (the “Anthem Plant”) and the Section 11 Solar Plant (the “Section 11 Plant”) shall be leased by the Seller to the Buyer for a period of one year with respect to the Anthem Plant and three years with respect to the Section 11 Plant after the Closing Date, at annual lease rate of \$1.00 for each asset. At the end of the respective lease terms, the Anthem Plant and the Section 11 Plant shall be transferred to the Buyer as Purchased Assets hereunder in consideration of the purchase price of \$1.00.

## ARTICLE II

### PURCHASE PRICE; ASSUMPTION OF LIABILITIES

**Section 2.01. Payment of Purchase Price.** As full consideration for the Purchased Assets, Buyer agrees, subject to the terms, conditions and limitations set forth in this Agreement, to deliver to Seller (or its assigns) one or more series of water and sewer revenue bonds (the “*Bonds*”) in the aggregate principal amount of \$121,000,000 (the “*Purchase Price*”), issued by The Industrial Development Authority of the City of Phoenix, Arizona (the “*Issuer*”) pursuant to a Trust Indenture dated as of February 1, 2014 (the “*Indenture*”) between the Issuer and Zions First National Bank, as corporate trustee (the “*Trustee*”) and a Installment Sale Agreement dated on or about June 1, 2014 (the “*Installment Sale Agreement*”) between the Issuer and the Buyer. The Bonds shall be dated as of the date of delivery, mature on or about May 1, 2044, bear interest at the rate of 6.625% per year for the first five (5) years, and 8.00% per annum thereafter, be payable on December 1, 2014, and semi-annually thereafter on each June 1 and December 1, and having such other terms and provisions as set forth in Exhibit B.

**Section 2.02. Assumed Liabilities.** On the Closing Date, Buyer will assume and agree to pay, discharge or otherwise perform when lawfully due only those liabilities, contracts, commitments, purchases and other obligations of Seller that are expressly set forth in Exhibit C, if any (the “*Assumed Liabilities*”), including the obligation to provide water and wastewater utility services within the Certificated Area and in those areas for which the Seller has pending applications for service.

**Section 2.03. Excluded Liabilities.** Anything to the contrary in Section 2.02 notwithstanding, the Assumed Liabilities shall exclude any liabilities not expressly set forth in Exhibit C, if any, as well as the following liabilities, contracts, commitments and other obligations of Seller (the “*Excluded Liabilities*”):

- (a) Seller’s obligations and any liabilities arising under this Agreement;
- (b) any obligation of Seller for federal, state, local or foreign income tax liability (including interest and penalties) arising from the operations of Seller through

and including the Closing Date or arising out of the sale by Seller of the Purchased Assets pursuant to this Agreement, including without limitation any amounts shown on the Financial Statements (as defined herein) as “Deferred Income Taxes” or the like;

- (c) any property taxes assessed on the Purchased Assets prior to the Closing;
- (d) any obligation of the Seller related to any notes payable to members or related parties
- (e) customer refunds on closed accounts
- (f) any liabilities associated with any violations of ADEQ rules or regulations that occurred prior to Closing
- (g) any obligation of Seller for expenses incurred in connection with the sale of the Purchased Assets pursuant hereto, including without limitation the fees and expenses of Seller’s legal counsel;
- (h) any obligation or liability of Seller related to an alleged breach of contract occurring prior to or on the Closing Date; and
- (i) any liability, contract, commitment or other obligation of Seller, known or unknown, fixed or contingent, the existence of which constitutes or will constitute a breach of any representation or warranty of Seller contained in or made pursuant to Article 4 of this Agreement.

**Section 2.04. Pro Rations.**

- (a) [Reserved].
- (b) The parties hereto agree on the following pro rations:
  - (i) Sales Taxes. To the extent Buyer keeps all customer accounts receivable cash collected, it shall be responsible to reimburse Seller for the unpaid sales taxes associated with such receivables.
  - (ii) Income Taxes. Within 120 days of Closing, Buyer shall pay Seller an amount equal to 30% of the customer accounts receivable balance as of Closing to reimburse Seller for the associated income tax liability that Seller is required to pay on the receivables balance.
  - (iii) Property Taxes. Property taxes shall be prorated at Closing based on the pro ration calculation provided by the Seller.
  - (iv) GRD Taxes. Buyer will charge and collect the rate established by Utility Tariff to pay the GRD tax bill for August 2014. The balance that exists in the account at Closing shall be transferred to the Buyer, less any amount to be reimbursed to the Seller from the October 2013 invoice.

(v) Line Extension Refunds. There shall be a pro ration for refunds due on the line extension agreements for a partial year.

**Section 2.05. Installment Sale Agreement.** In connection with the issuance of the Bonds by the Issuer, the Buyer will enter into the Installment Sale Agreement with the Issuer, pursuant to which revenues generated by the Business will be used, on a non-recourse basis, to pay debt service on the Bonds.

**Section 2.06. Management Agreement.** Simultaneous with the execution and delivery of this Agreement, Seller, or its affiliate, will enter into a Management Agreement with Buyer, under which Seller, or its affiliate will operate the Business for a period of five (5) years (the “*Management Agreement*”). Concurrently, with the delivery of the Management Agreement, Buyer and Seller shall deliver such legal opinions, certified instruments and other documents relating to the legality and enforceability of the obligations to be performed under the Management Agreement as the other party may reasonably request. Buyer agrees and acknowledges that the Management Agreement and the obligations of Buyer thereunder are a material inducement for Seller entering into this Agreement and consummating the transactions contemplated herein.

**Section 2.07. Procedure Upon Execution of Agreement.** In order for this Agreement to become effective, the parties will take the following steps in the order listed below; *provided, however,* that upon their completion all such steps shall be deemed to have occurred simultaneously:

(a) The Town Council of the Town shall have adopted a resolution authorizing this Agreement and the execution and delivery of the Management Agreement and the Installment Sale Agreement.

(b) The Management Agreement and the Installment Sale Agreement shall be fully executed, delivered and in full effect.

### ARTICLE III

#### CLOSING

**Section 3.01. Time and Place of the Closing.** The closing of the sale of the Purchased Assets shall take place on the date on which the conditions precedent described in this Article 3 are satisfied or waived, provided that the parties shall use their best efforts to cause the closing to occur on or before July 1, 2014, or such other date and time as the parties may mutually agree in writing (the “*Closing Date*”). Throughout this Agreement, such event is referred to as the “*Closing*.” The Closing shall take place at 10:00 a.m., Arizona time, on the Closing Date, at the offices of Kutak Rock LLP, in Scottsdale, Arizona (“*Bond Counsel*”).

**Section 3.02. Conditions to Obligation of Buyer.** The obligations of Buyer to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by Buyer, in its reasonable discretion) on or prior to the Closing Date of the following additional conditions, which Seller agrees to use commercially reasonable efforts in good faith to fulfill or cause to be fulfilled:

(a) The representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date of this Agreement, and they shall be true and correct as of the Closing Date with the same force and effect as though made as of such date. Seller shall have performed and complied with all of its obligations required by this Agreement to be performed or complied with at or prior to the Closing Date. Seller shall have delivered to Buyer a certificate, dated as of the Closing Date and signed by the Manager of Seller, certifying that such representations and warranties are true and correct and that all such obligations have been thus performed and complied with.

(b) All necessary consents or approvals of third parties to the transactions contemplated hereby shall have been obtained and shown by written evidence reasonably satisfactory to Buyer, including without limitation, all required approvals from the ACC. All such required consents or approvals are set forth in Exhibit E.

(c) Seller shall have canceled its CC&N.

(d) There shall not be pending or threatened any action or proceeding by or before any court or other governmental body seeking to restrain, prohibit or invalidate the sale of the Purchased Assets to Buyer or any other transaction contemplated hereby, or that would have a material adverse impact on the right of Buyer to own, operate in their entirety or control the Purchased Assets.

(e) There shall not have been any change in the Business or Purchased Assets since November 1, 2013, other than changes occurring in the ordinary course of business which in the aggregate have not had a material adverse effect on the Purchased Assets or the financial condition, business prospects or operating results of the Business.

(f) Buyer shall have received an opinion of counsel to Seller, dated as of the Closing Date, in form and substance as set forth in Exhibit H attached hereto.

(g) Buyer acknowledges and agrees that there are no conditions to its obligations under this Agreement that are not expressly set forth herein.

(h) Buyer shall have (i) received all information required under this Agreement, (ii) received all title reports or other information to determine title to the Purchased Assets to its reasonable satisfaction, (iii) received all documents relating to the issuance of the Bonds by the Authority, and (iv) shall have completed all due diligence it deems reasonable necessary to consummate the transactions contemplated hereby.

**Section 3.03. Conditions to Obligation of Seller.** The obligations of Seller to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by Seller, in its reasonable discretion) on or prior to the Closing Date of the following additional conditions, which Buyer agrees to use commercially reasonable efforts in good faith to fulfill or cause to be fulfilled:

(a) The representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date of this Agreement, and they shall be true and correct as of the Closing Date with the same force and effect as though made as of

such date. Buyer shall have performed and complied with all of its obligations required by this Agreement to be performed or complied with at or prior to the Closing Date. Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, certifying that such representations and warranties are true and correct and that all such obligations have been thus performed and complied with.

(b) All necessary consents or approvals of third parties to the transactions contemplated hereby shall have been obtained and shown by written evidence reasonably satisfactory to Seller, including without limitation, all required approvals from the ACC. All such required consents or approvals are set forth in Exhibit E.

(c) The Management Agreement and the Installment Sale Agreement shall be in full force and affect.

(d) There shall not be pending or threatened any action or proceeding by or before any court or other governmental body seeking to restrain, prohibit or invalidate the sale by Seller of the Purchased Assets to Buyer or any other transaction contemplated hereby, or that would have a material adverse impact on the right of Seller to sell the Purchased Assets or accept delivery of the Bonds in consideration.

(e) Seller shall have received an opinion of counsel to Buyer, dated as of the Closing Date, in form and substance as set forth in Exhibit G attached hereto.

(f) At the time of the Closing, the Buyer shall have adopted such resolutions as, in the opinion of counsel to Seller, shall be necessary in connection with the transactions contemplated hereby (collectively, the “Authorizing Resolution”), and such Authorizing Resolution will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by Seller.

(g) At or prior to the Closing, unless otherwise agreed to by Seller in writing, Seller will have received each of the following documents with respect to the Bonds (the “Bond *Deliverables*”):

(i) the approving opinion, dated the date of the Closing and addressed to Seller, of legal counsel to the Buyer, in form and content satisfactory to Seller and its counsel, to the effect that this Agreement and the Management Agreement have been duly authorized, executed and delivered by Buyer and are the legal, valid and binding obligation of the respective parties, enforceable in accordance with their terms, subject to customary exceptions for bankruptcy and judicial discretion;

(ii) the approving opinion, dated the date of the Closing and addressed to Seller, of Bond Counsel, in form and content satisfactory to Seller and its counsel, to the effect that (i) interest on the Bonds is excludable from gross income for purposes of federal and state income tax; (ii) the offer and sale of the Bonds to the Seller is exempt from registration under the Securities Act of 1933, as amended, and will not result in the Indenture being required to be qualified pursuant to the Trust Indenture Act of 1939, as amended; and (iii) the Indenture

and any other document executed by the Issuer with respect to the Bonds (the “Bond Documents”) have been duly authorized, executed and delivered by the Issuer and are the legal, valid and binding obligation of the Issuer, enforceable in accordance with their terms, subject to customary exceptions for bankruptcy and judicial discretion;

(iii) a certificate or certificates, dated the date of the Closing and signed on behalf of Buyer to the effect that to the best of their knowledge, information and belief (i) the representations, warranties and covenants contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the date of the Closing; (ii) no litigation of any nature is now pending seeking to restrain or enjoin the Buyer’s ownership or operation of the Business or the collection of revenues or the pledging of net revenues to pay the principal and interest on the Bonds; or contesting the corporate existence or boundaries of Buyer or the title of the present officers to their respective offices; (iii) no authority or proceedings related to the matters described herein have been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to purchase the Business or to repeal or modify the Authorizing Resolution in any manner has been filed with or received by any of the undersigned; and (iv) Buyer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing;

(iv) a certificate or certificates, dated the date of the Closing and signed on behalf of Issuer to the effect that to the best of their knowledge, information and belief (i) no litigation of any nature is now pending seeking to restrain or enjoin the issuance of the Bonds, questioning the proceedings and authority by which the Bonds are to be issued, or affecting the validity of the Bonds; and (ii) no authority or proceedings for the issuance of the Bonds have been repealed, revoked or rescinded, and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by the Issuer; and

(v) a certified copy of the Indenture, the Management Agreement, and the Installment Sale Agreement;

(vi) a tax (nonarbitrage) certificate of the Issuer, in form and substance satisfactory to Bond Counsel;

(vii) the filing copy of the Information Return Form 8038-G (IRS) for the Bonds; and

(viii) such additional legal opinions, certificates, instruments and other documents as Seller or their counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations, warranties and covenants of Buyer contained herein and the due performance or satisfaction by Buyer at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by Buyer.

**Section 3.04. Procedure at the Closing.** At the Closing, the parties will take the following steps in the order listed below; *provided, however*, that upon their completion all such steps shall be deemed to have occurred simultaneously:

(a) Seller shall deliver to Buyer such bills of sale, endorsements, assignments and other instruments, in such form as in each case is reasonably satisfactory to Buyer and Seller, as shall be sufficient to vest in Buyer good and marketable title to the Purchased Assets, free and clear of all liens, mortgages, pledges, encumbrances, and charges of every kind except those which Buyer has expressly agreed in Section 2.02 hereof to assume.

(b) Buyer shall deliver to Seller instruments, in such form as in each case is reasonably satisfactory to Buyer and Seller, as shall be sufficient to effect Buyer's assumption of the Assumed Liabilities, if any, and the Contracts, together with the written consent of any third parties whose consent is required to Buyer's assumption of the Assumed Liabilities and the Contracts.

(c) Seller shall deliver to Buyer the Bond Deliverables, in such form as in each case is reasonably satisfactory to Buyer and Seller.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereunder, as of the date hereof and as of the Closing Date, Seller makes the following representations and warranties to the best of Seller's knowledge:

**Section 4.01. Organization.** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of Arizona with full corporate power and authority to carry on its business and to own, purchase and operate its properties as and in the places where such business is conducted and such properties are owned, purchased, or operated. Seller is duly qualified or licensed to do business and is in good standing in Arizona, which is the only jurisdiction in which Seller's operations or the character of the properties owned, purchased, or operated by it makes such qualification or licensing necessary. Seller has delivered to Buyer complete and correct copies of Seller's articles of organization and operating agreement, in each case as amended and in effect on the date hereof. Seller is not in violation of any of the provisions of its articles or organization and operating agreement or any other organizational documents.

**Section 4.02. Authorization.** Seller has duly executed and delivered this Agreement and this Agreement and any agreements executed by Seller in connection herewith constitute (or will constitute on their execution and delivery) the legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer and conveyance, receivership, moratorium, and similar laws affecting creditors' rights generally, and to the availability of equitable remedies (whether asserted at law or in equity).

**Section 4.03. No Conflicts, etc.** The execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a violation of or a default under (with or without the giving of notice or the lapse of time or both) (i) any applicable law to Seller, or any of the properties or assets of Seller, (ii) the organizational documents of Seller, or (iii) any Contract of which either Seller has knowledge to which either Seller is a party or by which either Seller or any of their properties or assets, may be bound or affected. Seller reasonably believes, except as expressly provided herein, that no governmental approval or other consent is required to be obtained or made by Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

**Section 4.04. Real Estate.**

(a) Exhibit I accurately and completely sets forth all real property owned by Seller, and with respect to every parcel of the Real Estate: (i) the owner; (ii) the location, including address, thereof; (iii) the legal description and approximate size thereof; and (iv) a brief description (including function) of the principal improvements and buildings thereon. To the knowledge of Seller, there are no unrecorded or oral leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal, other than that which Seller has contractually promised to Buyer in writing, affecting or relating to any of the Real Estate. To the Seller's knowledge, all Real Estate has access suitable for the needs of the Project.

(b) Seller has good and marketable title to each parcel of the Real Estate, each of which shall be conveyed to Buyer by Special Warranty Deed.

(c) As to any leased property or leasehold interests of Seller, each lease or leasehold is legal, valid, binding, enforceable and in full force and effect consistent with the terms of the leases. Neither Seller nor any other party is in default, violation, or breach in any material respect under any lease, and no event has occurred and is continuing that constitutes or, with notice of lapse of time or both, would constitute a default, violation, or breach in any respect under any lease. The Seller enjoys peaceful and undisturbed possession under its leases. None of the leased property is subject to any sublease, assignment, or license, except as disclosed in Exhibit V.

(d) The buildings and other improvements located on the Real Estate are each in good operating condition and are sufficient and adequate for the operation of the Business as it is presently conducted.

(e) Seller has not received notice of: (i) any condemnation proceeding with respect to any portion of the Real Estate, and to its knowledge no such proceeding is contemplated by any governmental authority; or (ii) any special assessment which may affect the Real Estate, and to Seller's knowledge no such special assessment is contemplated by any governmental authority.



(f) To the knowledge of Seller, there are no historical or archeological materials or artifacts of any kind, or any Native American or Indian ruins, aboriginal or otherwise of any kind, located on any piece, parcel or part of the Real Estate.

**Section 4.05. Personal Property.** Exhibit J contains a complete and accurate listing of the Personal Property. Seller has good and marketable title to all of the Personal Property, and the Personal Property is in good operating condition.

**Section 4.06. Proprietary Rights.** The Proprietary Rights include all proprietary rights, the failure to possess which would have a material adverse effect on the Business. Exhibit L contains a complete list of all of the Proprietary Rights. Except as set forth on Exhibit L, there have been no claims made against Seller for the assertion of the invalidity, abuse, misuse, or enforceability of any of the Proprietary Rights, and there are not grounds for the same; and Seller has not received a notice of conflict with the asserted rights of others within three (3) years prior to the date of this Agreement.

**Section 4.07. Contracts.** To Seller's knowledge:

(a) Exhibit M contains a complete and accurate description of all agreements, contracts, commitments, and other instruments and arrangements of the types described below by which either Seller or any of its assets, businesses, or operations receive benefits or to which either Seller is a party or by which either Seller is bound, other than insignificant contracts entered into in the ordinary course of business consistent with past practice, including:

(i) purchases, licenses, permits, franchises, insurance policies, warranties, guarantees, governmental approvals, and other contracts concerning or relating to Seller's Real Estate or purchased Real Estate,

(ii) contracts for capital expenditures in excess of \$500,000 each;

(iii) performance bonds, completion bonds, bid bonds, suretyship agreements and similar instruments;

(iv) joint venture, partnership, and similar contracts involving a sharing of profits and/or expenses;

(v) agreements providing for the leasing of Seller's Personal Property;

(vi) Line extension agreements;

(vii) agreements or instruments under which Seller has acquired or holds its water rights;

(viii) licenses, licensing arrangements and other contracts providing in whole or in part for the use of, or limiting the use of, any intellectual property;

(ix) loan agreements, indentures, letters of credit, mortgages, security agreements, pledge agreements, deeds of trust, bonds, notes, guarantees, sureties, indemnities and other agreements and instruments relating to the borrowing of money or obtaining of or extension of credit; and

(x) Master utility agreements and all other agreements that provide for the payment of hook-up fees (all items listed in Exhibit M and referred to in this subsection (a) are referred to as the “Contracts”).

(b) Except as disclosed on Exhibit P, to the Seller’s best knowledge, the Contracts listed in Exhibit M are in full force and effect and enforceable against each party thereto, subject to bankruptcy, insolvency, reorganization, fraudulent transfer and conveyance, receivership, moratorium, and similar laws affecting creditors’ rights generally, and to the availability of equitable remedies (whether asserted at law or in equity).

(c) Except as disclosed on Exhibit N, there does not exist under any Contract any event of default or event or condition that, after notice or lapse of time or both, would constitute a violation, breach, or event of default thereunder on the part of either Seller or any other party. Except as set forth on Exhibit Q, no consent of any third party is required under any Contract as a result of or in connection with, and the enforceability of any Contract of which either Seller has knowledge will not be affected in any manner by, the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

**Section 4.08. Taxes.** Except as set forth on Exhibit O:

(a) Seller has filed all tax returns required to be filed by them for all periods ending before the Closing Date and have paid all tax liability shown due thereon. All such tax returns were correct and complete in all material respects. All taxes owed by the Seller (whether or not shown on any tax return) with respect to tax returns the due date of which preceded the date hereof have been paid.

(b) There are no outstanding requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment or collection of any taxes or deficiencies against Seller and there are no pending audits, disputes, or other proceedings that have been served upon Seller concerning Seller’s liability for any taxes, and to Seller’s knowledge, no such audits, disputes, or other proceedings have been threatened.

(c) No power of attorney relating to the taxes or tax returns of Seller has been executed or filed with any person including any taxing authority.

(d) Seller has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other person.

**Section 4.09. Litigation.** Except as set forth on Exhibit R: (i) there is no action, claim, demand, lawsuit, proceeding, arbitration, grievance, citation, summons, subpoena, inquiry, or investigation of any nature, civil, criminal, regulatory, or otherwise, in law or in equity, which has been served upon Seller or, to the knowledge of Seller overtly threatened against Seller which materially affects Seller, the Purchased Assets or Seller's business, or relating to the transactions contemplated by this Agreement, and there is no valid basis for the same, (ii) Seller is not a party to, subject to or bound by, any decree, order, injunction, settlement agreement or arbitration decision or award (or agreement entered into in any administrative, judicial or arbitration proceeding with any governmental authority) with respect to or affecting the properties, assets, personnel or business activities of Seller, and (iii) no citation, fee, or penalty has been levied or asserted against Seller under any environmental law or any other governmental authority.

**Section 4.10. Financial Statements.** Seller has delivered to Buyer financial statements of Seller as, at and for the periods ended on October 31, 2013 and December 31, 2012 (collectively, the "Financial Statements"), including in each case a balance sheet, a statement of income and retained earnings, and a statement of cash flows. The Financial Statements are complete and correct in all material respects, accurately reflect the assets, liabilities, and results of operations and financial condition of Seller as of their respective dates, and have been prepared in accordance with GAAP. Seller does not owe any obligation and is not subject to any liability to any of Seller's affiliates other than obligations and liabilities.

**Section 4.11. Insurance.** Exhibit S contains a complete and correct list and summary description of all insurance policies maintained by or for the benefit of Seller. Seller has delivered to Buyer complete and correct copies of all such policies together with all riders and amendments thereto. Such policies are in full force and effect, and all premiums due thereon have been paid. Seller has complied in all material respects with the terms and provisions of such policies. Except as set forth on Exhibit S, such policies shall not continue after the Closing Date for the benefit of Seller, other than in terms of providing continued, post-Closing coverage to Seller in respect of actions, events or circumstances arising or occurring during policy coverage periods up to and including the Closing Date, whether or not claims arising from such actions, events or circumstances are made before, on or after the Closing Date. Exhibit S sets out all claims made by Seller under any policy of insurance during the past two years and, in the opinion of Seller reasonably formed and held, there is no basis on which a claim should or could be made under any such policy and contains a complete and correct list and summary description of all insurance policies maintained by or for the benefit of Seller.

**Section 4.12. Environmental Matters.**

(g) Seller has complied and is in compliance in all material respects with all applicable environmental laws, whether federal, state or local, pertaining to the Real Estate, any leased real property or the ownership or operation of the Business, and Seller has not received any written communication alleging that Seller is not in compliance with any applicable environmental law, other than as disclosed in Exhibit T hereto. To Seller's knowledge, there is no claim pending or threatened against Seller relating to any alleged or actual violation of an environmental law, and none of the Real Estate is currently listed on the National Priorities List or the Comprehensive Environmental

Response, Compensation and Liability Information System, both promulgated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) or any comparable state list, other than as disclosed in Exhibit T hereto.

(h) To the knowledge of Seller, neither the Seller nor any other person acting under its direction and control or on behalf of Seller, nor any affiliated entity of Seller, has caused or taken any action or is aware of any action that could reasonably result in, and the Seller is not subject to, any material liability or obligation relating to (i) the environmental conditions on, under, or about any of the Real Estate at the present time or in the past, including the air, soil and ground water conditions of such Real Estate, or (ii) the past or present use, management, handling, transport, treatment, generation, storage, disposal or release of any hazardous substance, other than as disclosed in Exhibit U hereto.

(i) Seller has made available to Buyer all (and not withheld from Buyer any) information, including all studies, analyses, and test results, in the possession, custody, or control of or otherwise known to Seller relating to (i) the environmental conditions on, under, or about any of the Real Estate, (ii) environmental conditions relating to the operation of the Business at the present time or in the past, (iii) any hazardous substances used, managed, handled, transported, treated, generated, stored, disposed of, or released by Seller or any other person on, under, about, or from any of the Real Estate or otherwise in connection with the use or operation of any of the Real Estate or the Business. There are no underground storage tanks located on any of the Real Estate.

**Section 4.13. No Changes.** Since December 31, 2012, there has not been: (a) any change in the Business or the Purchased Assets, other than changes occurring in the ordinary course of business which in the aggregate have not had a material adverse effect on the Business or the Purchased Assets; or (b) to knowledge of Seller, any threatened or prospective event or condition of any character whatsoever which could materially and adversely affect the Business or the Purchased Assets.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Seller to enter into this Agreement and to consummate the transactions contemplated hereunder, as of the date hereof and as of the Closing Date Buyer makes the following representations and warranties:

**Section 5.01. Organization.** Buyer is a municipal corporation formed under the laws of the State of Arizona with full power and authority to enter into this Agreement and perform the obligations of Buyer hereunder.

**Section 5.02. Authorization.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Buyer. Buyer has made all required filings with, and has

obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by Buyer of its obligations hereunder. As of the Closing Date, Buyer will have, full legal right, power and authority (i) to enter into this Agreement, (ii) to adopt the Authorizing Resolution, (iii) to cause the Bonds to be delivered to Seller, (iv) to carry out and consummate the transactions contemplated by this Agreement, the Management Agreement, the Installment Sale Agreement, and the Bond Documents to which it is a party; and (vi) to set utility rates as it deems necessary and appropriate to meet its obligations with respect to the Bonds.

**Section 5.03. Enforceability.** This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as may be limited by (a) any applicable bankruptcy, reorganization, moratorium or similar laws, now or hereafter in effect, affecting the enforceability of creditors' rights generally or (b) general principles of equity.

**Section 5.04. No Conflicts.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with or violate any municipal code or ordinances, or of any decree or order of any court or administrative or other governmental body which is either applicable to, binding upon or enforceable against Buyer; or (ii) result in any breach of or default under any mortgage, contract, agreement, indenture, trust or other instrument which is either binding upon or enforceable against Buyer.

**Section 5.05. As-Is Where-Is Condition.** BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR COVENANTS THAT ARE NOT EXPRESSLY SET FORTH IN THIS DOCUMENT. EXCEPT FOR THOSE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH HEREIN: (A) BUYER IS ACQUIRING THE PURCHASED ASSETS AND UNDERTAKING THE ASSUMED LIABILITIES IN THEIR "AS-IS WHERE-IS" CONDITION AND THAT IT IS RELYING UPON ITS OWN INVESTIGATION AND ANALYSIS AND SHALL NOT BE ENTITLED TO ANY REDUCTION TO OR SET-OFF OF THE PURCHASE PRICE FOR ANY REASON. IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO SELLERS OR ANY TANGIBLE OR INTANGIBLE ASSETS OF SELLER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF PURCHASED ASSETS; (B) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OR EMPLOYEE OF SELLER; (C) BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN PURCHASING THE PURCHASED ASSETS; AND (D) BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS REGARDING THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY. NOTWITHSTANDING THE ABOVE, BUYER'S RELIANCE HEREIN IS BASED UPON SELLER'S WARRANTY THAT IT HAS PROVIDED ALL

DOCUMENTATION AND INFORMATION KNOWN TO SELLER TO ALLOW BUYER TO MAKE AN INDEPENDENT DETERMINATION OF THE ASSETS BEING ACQUIRED. SELLER HAS NOT WITHHELD ANY INFORMATION WHICH WOULD PREVENT THE BUYER FROM MAKING AN INFORMED DECISION AS TO THE PURCHASE OF THE ASSETS.

## ARTICLE VI

### ADDITIONAL COVENANTS

**Section 6.01. Conduct of Business.** From the date hereof to the Closing Date (and thereafter with respect to any covenant or agreement extending beyond the Closing Date), except as expressly permitted or required by this Agreement or as otherwise consented to by Buyer in writing, Seller will (as applicable):

(a) carry on the Business in, and only in, the ordinary course, in substantially the same manner as heretofore conducted, and use reasonable efforts to preserve intact its present business organization, maintain its properties in good operating condition and repair, keep available the services of its present officers and substantially all of its employees, and preserve its relationship with substantially all of its customers and others having business dealings with it, with the goal and intent that its goodwill and ongoing business shall be in all material respects unimpaired on and following the Closing Date;

(b) pay all accounts payable and other obligations of Seller when they become due and payable in the ordinary course of business consistent with prior practice;

(c) perform in all material respects all of its obligations under all Contracts and other agreements and instruments and comply in all material respects with all applicable laws applicable to it;

(d) not enter into or assume any material agreement, contract, or instrument, or enter into or permit any material amendment, supplement, waiver, or other modification with respect to any Contract;

(e) not make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended tax return, enter into any closing agreement, settle any tax claim or assessment relating to Seller, surrender any right to claim a refund of taxes, consent to any extension or waiver of the limitation period applicable to any tax claim or assessment relating to Seller or take any other similar action relating to the filing of any tax return or the payment of any tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action would have the effect of increasing the tax liability of Seller for any period ending after the Closing Date or decreasing any tax attribute of Seller existing on the Closing Date; provided that Buyer will make the appropriate accounting changes after the purchase to coincide with the Buyer's required governmental disclosures;

(f) not sell or transfer to any person or otherwise dispose of any material property or asset of Seller, other than dispositions of property or assets made in the ordinary course of business consistent with prior practice;

(g) not cause or permit any lien to be placed on any property or asset of Seller where such lien did not exist on the date hereof; and

(h) not take any action or knowingly omit to take any action, which action or omission would result in a breach of any of the representations and warranties set forth in Article 4.

**Section 6.02. No Solicitation.** Prior to the Closing Date or the earlier termination of this Agreement, neither Seller nor any affiliate of Seller, shall solicit any inquiries or proposals with respect to, (i) the sale by Seller of all or substantially all of its properties and assets, or (ii) any merger transaction or other transaction involving the acquisition of control of Seller by any person other than Buyer.

**Section 6.03. Further Actions.**

(a) Seller and Buyer agree to use reasonable efforts to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated hereby by the Closing Date.

(b) Seller and Buyer will, as promptly as practicable, file or supply, or cause to be filed or supplied with all relevant governmental authorities and other Persons, all applications, notifications and information required to be filed or supplied by it pursuant to applicable law in connection with this Agreement and the consummation of the transactions contemplated hereby.

(c) Seller and Buyer, as promptly as practicable, will use reasonable efforts to obtain, or cause to be obtained, all consents (including all governmental approvals and any consents required under any contract) necessary to be obtained by it under applicable law or pursuant to any contract or permit in connection with the transactions contemplated thereby.

(d) Seller will cause its affiliates to, coordinate and cooperate with Buyer in exchanging such information and supplying such assistance as may be reasonably requested by Buyer in connection with the filings and other actions contemplated by this Agreement.

(e) Following the Closing Date, Seller and Buyer shall, from time to time and at their own expense, execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to render effective the consummation of the transactions contemplated hereby.

## ARTICLE VII

### TERMINATION

**Section 7.01. Termination.** This Agreement may be terminated at any time prior to the Closing Date:

(a) By Seller or Buyer by written notice to the other parties if the transactions contemplated hereby shall not have been consummated pursuant hereto by 5:00 p.m., Phoenix, Arizona time on July 1, 2014;

(b) By Buyer by written notice to Seller if (a) the representations and warranties of Seller shall not have been true and correct in all material respects as of the date when made or (b) any of the conditions set forth in Section 3.02 shall not have been, or if it becomes apparent to Buyer in its reasonable discretion that any of such conditions will not be, fulfilled by 5:00 p.m. Phoenix, Arizona time on July 1, 2014, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing Date;

(c) By Seller by written notice to Buyer if (a) the representations and warranties of Buyer shall not have been true and correct in all material respects as of the date when made, or (b) any of the conditions set forth in Section 3.03 shall not have been, or if it becomes apparent to Seller in its reasonable discretion that any such condition will not be, fulfilled by 5:00 p.m. Phoenix, Arizona time on March 31, 2014, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing Date; or

(d) By Seller by written notice to Buyer if:

(i) the marketability of the Bonds or the market price thereof, in the reasonable opinion of Seller, has been materially adversely affected by (1) an amendment to the Constitution of the United States or the Constitution of the State or (2) any introduced or enacted federal or State legislation or (3) any decision of any federal or State court or (4) any ruling or regulation (final, temporary or proposed) of the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority or (5) any bill favorably reported out of committee in either house of the Congress of the United States, in any case affecting the tax status of Buyer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended, or the statutes of the State of Arizona (the “*State*”); or

(ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made having the effect or creating the probability that the issuance, offering or



sale of obligations of the general character of the Bonds shall be or shall become a violation of any provisions of the Securities Act of 1933, the Securities and Exchange Act of 1934, or the Trust Indenture Act of 1939; or

(iii) in the Congress of the United States legislation shall be enacted or a bill shall be favorably reported out of committee to either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of Buyer or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, the Securities and Exchange Act of 1934 or the Trust Indenture Act of 1939; provided, however, that the effective date of the events described in (a), (b) and (c) of this Subparagraph 7.01(f) shall be prior to the Closing Date; or

(iv) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak of hostilities or a national or international calamity or crisis, or an escalation thereof, the effect of such outbreak calamity or crisis on the financial markets of the United States being such as, in the opinion of Seller, would affect materially and adversely the ability of Seller to market the Bonds or to enforce contracts for the sale of the Bonds; or

(v) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, or by the States of Arizona or New York; or

(vi) there shall exist any event which, in the sole judgment of Seller, would materially adversely affect the market for the Bonds.

## **Section 7.02. Effect of Termination.**

(a) In the event of the termination of this Agreement pursuant the provisions in Section 7.01 (i) this Agreement shall become void and have no effect, without any liability to any person in respect hereof or of the transactions contemplated hereby on the part of any party hereto, or any of its officials, directors, officers, employees, agents, consultants, representatives or advisers, except for any liability resulting from such party's material breach of this Agreement and for failing to comply with Section 7.02(b).

(b) Upon such an event, (a) Buyer shall deliver to Seller all materials delivered to or acquired from Seller ("Seller's Materials") and (b) Buyer will maintain the confidentiality of, and not disclose to any third person (other than its attorney and other consultants to the extent reasonably required for the negotiation and processing of the transaction contemplated by this Agreement) any information obtained by Buyer from or through Seller's Materials except to the extent such information is generally available to the public or required to be disclosed pursuant to legal process or applicable law.

## ARTICLE VIII

### INDEMNIFICATION

**Section 8.01. Indemnification by Seller.** To the extent permitted by applicable law, but subject to the limitations set forth in Sections 8.04 and 8.05, Seller covenants and agrees to defend, indemnify and hold harmless Buyer, and its officials and employees, (collectively, the “*Buyer Indemnitees*”) from and against, and to pay or reimburse Buyer Indemnitees for, any and all claims, amounts paid in settlement of claims, liabilities, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional, or otherwise and whether or not resulting from third party claims), including without limitation any out-of-pocket expenses and reasonable attorneys’ and accountants’ fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder but excluding any consequential damages (collectively, “*Losses*”), resulting from or arising out of:

- (a) any material inaccuracy of any representation or warranty by Seller contained in Article 4; or
- (b) any failure of Seller to perform any material covenant or agreement hereunder or to fulfill any other obligation in respect hereof; or
- (c) all obligations of the Sellers, including but not limited to regulatory obligations and obligations for Taxes, for periods through and including the Closing Date.

**Section 8.02. Indemnification by Buyer.** To the extent permitted by Applicable Law, but subject to the limitations set forth in Sections 8.04 and 8.05, Buyer covenants and agrees to defend, indemnify and hold harmless Seller, and its members, officers, employees (collectively, the “*Seller Indemnitees*”) from and against, and to pay or reimburse Seller Indemnitees for, any and all Losses resulting from or arising out of:

- (a) any material inaccuracy in any representation or warranty by Buyer made or contained Article 5;
- (b) any failure of Buyer to perform any material covenant or agreement hereunder or to fulfill any other obligation in respect hereof; or
- (c) all obligations of the businesses being acquired, including but not limited to regulatory obligations and obligations for Taxes, for all periods on and after the Closing Date (including any obligations concerning the need for any regulatory approvals or consents to effectuate any of the actions contemplated in this Agreement, regardless of when such obligation accrues).

**Section 8.03. Indemnification Procedures.** In the case of any claim by a Buyer Indemnitee or a Seller Indemnitee (any of which, an “*Indemnified Party*”) for indemnification under this Article 8, notice shall be given by the Indemnified Party to the party required to provide indemnification (the “*Indemnifying Party*”) promptly after such Indemnified Party has

actual knowledge of any claim as to which indemnity may be sought. The notice shall specify the factual basis of the claim in reasonable detail to the extent known by the Indemnified Party:

(a) *Third Party Claims.* With regard to third party claims, the Indemnified Party shall permit the Indemnifying Party (at the expense of such Indemnifying Party) to assume the defense of any third party claim or any litigation resulting therefrom; provided that (i) the counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may participate in such defense at such Indemnified Party's expense, and (iii) the failure by any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its indemnification obligation under this Agreement except to the extent that such omission results in a failure of actual notice to the Indemnifying Party and such Indemnifying Party is materially prejudiced as a result of such failure to give notice. Except with the prior written consent of the Indemnified Party, no Indemnifying Party, in the defense of any such claim or litigation, shall consent to entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting the Indemnified Party or that does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation. In the event that the Indemnified Party shall in good faith determine that the conduct of the defense of any claim subject to indemnification hereunder or any proposed settlement of any such claim by the Indemnifying Party might be expected to affect adversely the Indemnified Party's tax liability or the ability of the Indemnified Party to conduct its business, or that the Indemnified Party may have available to it one or more defenses or counterclaims that are inconsistent with one or more of those that may be available to the Indemnifying Party in respect of such claim or any litigation relating thereto, the Indemnified Party shall have the right at all times to take over and assume control over the defense, settlement, negotiations or litigation relating to any such claim at the sole cost of the Indemnifying Party, provided that if the Indemnified Party does so take over and assume control, the Indemnified Party shall not settle such claim or litigation without the written consent of the Indemnifying Party, such consent not to be unreasonably withheld. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party shall have the full right to defend against any such claim or demand and shall be entitled to settle or agree to pay in full such claim or demand. In any event, the Indemnifying Party and the Indemnified Party shall cooperate in the defense of any claim or litigation subject to this Section 8.03, including tax audits and claims, and the records of each shall be available to the other with respect to such defense.

(b) *Claims for Losses other than Third Party Claims.* With regard to a claim for indemnification for Losses other than a third party claim, the Indemnifying Party shall within thirty (30) days after receiving notice of the claim, give notice to the Indemnified Party of the acceptance or rejection of the claim by the Indemnifying Party. A notice of rejection of a claim will create of Dispute under Article 8.

**Section 8.04. Time Limitations.** If the Closing occurs, Seller will have liability with respect to Section 8.01 only if on or before the expiration or earlier termination of the

Management Agreement, Buyer notifies the Seller from which it is seeking indemnification in writing of the claim, specifying the factual basis of the claim in reasonable detail to the extent then known by Buyer. If the Closing occurs, Buyer will have liability with respect to Section 8.02 only if on or before the expiration or earlier termination of the Management Agreement, Seller notifies Buyer in writing of the claim, specifying the factual basis of the claim in reasonable detail to the extent then known by Seller. Notwithstanding the foregoing, if on or before the expiration or earlier termination of the Management Agreement, any party against which an indemnification claim has been made hereunder has been properly notified in writing of such claim and such claim has not been finally resolved or disposed of as of such date, then such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms of this Agreement.

**Section 8.05. Limitations on Amount.** No claim shall be asserted against Seller under this Article 8 which, individually, is less than \$25,000; and no claims shall be asserted against Seller under this Article 8 which, in the aggregate, exceed the sum of \$2,000,000. If a particular claim or claims are covered by insurance carried by Seller in excess of the above amount, such claims may be pursued against Seller for amounts in excess of the limits set forth in the preceding sentence, but in such case, Buyer's recourse shall be limited to the proceeds of the applicable insurance coverage. No claim shall be asserted against Buyer under this Article 8 which, individually, is less than \$25,000; and no claims shall be asserted against Buyer under Section 8.02 which, in the aggregate, exceed the sum of \$2,000,000. If a particular claim or claims are covered by insurance carried by Buyer, such claims may be pursued against Buyer for amounts in excess of the limits set forth in the preceding sentence, but Sellers' recourse shall be limited to the proceeds of the applicable insurance coverage.

**Section 8.06. Exclusive Remedy.** The right to indemnification provided in this Article 8 is intended to be the sole and exclusive remedy of Buyer or Seller following the Closing. Until the Closing, the parties shall have any other remedies provided herein or available at law or in equity.

**Section 8.07. Limitation of Liability.** The liability of each party under this Agreement, for any reason whatsoever, whether in contract, tort or statute (including without limitation, negligence), or otherwise, shall be limited to the other party's actual damages. In no event shall either party have any liability to the other party or to third parties for any indirect, incidental, special, consequential or punitive damages, even if such party has been advised of the possibility thereof. The allocations of liability in this Agreement represent the agreed and bargained-for understanding of the parties with respect to allocation of risks inherent in their relationship.

## ARTICLE IX

### DISPUTE RESOLUTION

#### Section 9.01. Disputes.

(j) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation

or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

(k) If the parties are unable to resolve a claim, dispute or other matter in controversy, whether based on contract, tort, statute or other legal theory (including but not limited to any claim of fraud or misrepresentation), arising out of or related to the Agreement or the breach thereof by utilizing the mediation procedure described above, either party hereto may pursue in court any remedy available to it at law or in equity. This subsection should not be construed so as to prevent the parties, by mutual agreement, from resolving any dispute through binding arbitration.

## ARTICLE X

### MISCELLANEOUS

**Section 10.01. Survival.** Each of the representations and warranties made by Seller in Article 4 of this Agreement shall survive for a period of two (2) years after the Closing Date, notwithstanding any investigation at any time made by or on behalf of Buyer, and thereafter all such representations and warranties shall be extinguished. No claim for the recovery of Loss (as defined in Section 8.01) may be asserted by Buyer against Seller, or its successors in interest after such representations and warranties shall be thus extinguished; *provided, however*, that claims first asserted in writing within the applicable period shall not thereafter be barred and claims related to an assertion of infringement of intellectual property may be asserted at any time so long as they otherwise are not statutorily or equitably time barred.

**Section 10.02. Knowledge.** As used throughout this Agreement, the term “knowledge” means the actual awareness of a particular fact or circumstance and the awareness of a fact or circumstance that a prudent individual could reasonably be expected to discover or otherwise become aware of in the course of conducting a reasonable investigation and due inquiry concerning the fact or circumstance.

**Section 10.03. Brokers’ Commission.** Seller will be solely responsible for and will indemnify and hold Buyer harmless from, the payment of any commission, fee or claim of any person, firm or corporation employed or retained or claiming to be employed or retained by Seller to bring about, or to represent Seller in, the transactions contemplated hereby.

**Section 10.04. General Provisions regarding Representation and Warranties.** The following provisions shall apply to all representations and warranties of any of the parties to this Agreement:

(a) *No Other Representation of Warranties.* Each party to this Agreement hereby expressly acknowledges and agrees that it has not relied on, and no other party has made, any representation or warranty, expressed or implied (all implied warranties being hereby expressly disclaimed), except for those representations and warranties that are expressly set forth in the Agreement,

(b) *Specific Overrides General.* To the extent that any matter is addressed by a specific representation or warranty, any more general representation shall be deemed not to apply to such a matter.

(c) *One Disclosure Suffices.* Anything that is duly disclosed to Buyer pursuant to this Agreement, including on any Exhibit hereto, shall be deemed to have been disclosed on all applicable schedules to this Agreement.

**Section 10.05. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

**Section 10.06. Entire Agreement.** This Agreement (including the exhibits attached hereto) contains the entire agreement of the parties hereto with respect to the purchase of the Purchased Assets and the other transactions contemplated herein, and supersede all prior written and oral understandings and agreements of the parties with respect to the subject matter hereof. Any reference herein to this Agreement shall be deemed to include the exhibits attached hereto.

**Section 10.07. Headings.** The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

**Section 10.08. Execution in Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**Section 10.09. Notices.** Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing and delivered personally or sent by certified mail, overnight courier, facsimile or electronic mail as follows:

If to Buyer, addressed to:

Town of Florence, Arizona  
c/o Town Manager  
775 North Main Street  
P.O. Box 2670  
Florence, Arizona  
Attn:  
Email:

with a copy to:

Town Attorney  
775 North Main Street  
P.O. Box 2670  
Florence, Arizona  
Email:

If to Seller, addressed to:

Johnson Utilities, L.L.C.  
5230 East Shea Boulevard, Suite 200

Scottsdale, Arizona 85254  
Attention: George H. Johnson  
Fax: (480) 483-7908  
Email: [gjohnson@azvision.net](mailto:gjohnson@azvision.net)

with a copy to:

Gary A. Drummond, Esq  
Sallquist & Drummond, P.C.  
1430 East Missouri Avenue, Suite B-125  
Phoenix, Arizona 85014  
Email: [gary@sd-law.com](mailto:gary@sd-law.com)

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail shall be deemed to have been given on the date it is received.

**Section 10.10. Amendment.** This Agreement may be amended only with the written approval of all of the parties hereto.

**Section 10.11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts made and to be performed therein.

**Section 10.12. Notice of A.R.S. Section 38-511 - Cancellation.** Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Agreement under the law of the State.

**Section 10.13. Time is of the Essence.** Time is hereby declared to be of the essence for the purposes of the performance of all conditions and obligations under this Agreement.

**Section 10.14. Threat of Condemnation.** The parties hereto expressly acknowledge that the sale of the Business from Seller to Buyer under the terms described herein has been negotiated under the threat of condemnation action.

\* \* \*

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase and Lease Agreement to be duly executed as of the date first above written.

BUYER:

TOWN OF FLORENCE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

JOHNSON UTILITIES, L.L.C.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

SOUTHWEST ENVIRONMENTAL UTILITIES, L.L.C.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT A**

### **EXCLUDED ASSETS**

1. Renewable Energy Credits Associated with the Solar Facility Located at the Anthem Wastewater Treatment Plant
2. Renewable Energy Credits Associated with the Solar Facility Located at the Section 11 Wastewater Treatment Plant
3. Renewable Energy Credits Associated with the Solar Facility Located at the Rancho Sendero Water Plant
4. Johnson Ranch Well #2
5. Residence Located at 7320 East Sonoma Way, Florence, AZ 85132

**EXHIBIT B**

**TERMS OF WATER AND SEWER REVENUE BONDS**

**Issuer:** The Industrial Development Authority of the City of Phoenix

**Borrower:** Town of Florence, Arizona a municipal corporation formed under the laws of the State of Arizona

**Par Amount:** \$121,000,000

**Bond Closing:** On or about July 1, 2014

**Maturity:** 30 years, with sinking fund principal redemptions beginning in Y6

**Tax Status:** Interest on the Bonds will be excluded from gross income for purposes of federal and state income taxation and will not be subject to the alternative minimum tax

**Town of Florence:** No recourse to Town of Florence. Net revenues from the Purchased Assets will be paid to the Town.

**Bond Counsel** Kutak Rock LLP in Scottsdale, Arizona

**Project Seller/Bond Purchaser** Johnson Utilities, L.L.C. will sell the Purchased Assets to the Borrower in exchange for the Bonds

**Bond Terms:** The Bonds will bear interest at the rate of 6.625% (interest only) for the first 5 years and at the rate of 8.00% per annum for years 6-30, mature in 2044, and will not be subject to optional redemption

All major financing documents, including the offering document and the bond form will contain substantially the following disclaimer:

THE BONDS AND THE INTEREST THEREON ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM REVENUES AND RECEIPTS UNDER THE INSTALLMENT SALE AGREEMENT. THE BONDS DO NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER OR THE TOWN OF FLORENCE, OR OF THE STATE OF ARIZONA, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT

CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE TOWN OF FLORENCE, BUT SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN AND IN THE INDENTURE, BUT NOT OTHERWISE. THE ISSUER HAS NO TAXING POWER.

- Defeasance:** The Indenture will provide that the Borrower and/or the Town may defease the lien of Indenture at any time by depositing with the Trustee for the benefit of the Bondholders government obligations sufficient to pay principal and interest on the Bonds to the maturity date
- Management:** The Purchased Assets will be managed by the Seller (or its affiliate) for a period of 5 years on a fixed fee contract that pays \$500,000 annually in full compliance with federal qualified management contract rules (Rev Ruling 97-13). Town will assume management (on its own or by contract) after Y5
- Bond Purchase Price:** Purchaser will purchase the Bonds at a price of par in exchange for the Purchased Assets
- Cost of Issuance** All closing costs related to the Bonds, including the fees and expenses of Seller's Counsel, Issuer, Issuer's Counsel, Bond Counsel, Borrower, Borrower's Counsel, and Trustee will be paid by the Seller at closing
- Town Costs:** All costs incurred by the Town will be paid by the Town
- Denominations:** The Bonds will be issued in minimum denominations of \$1,000,000 and will only be transferable to parties related to Seller
- DTC Eligibility** No DTC eligibility; the bonds will be physical.
- Flow of Funds:** From cash flow generated by the Purchased Assets, the Manager will pay operating expenses, replenish reserve funds, and forward the balance to the Trustee, who will make payments in the following order of priority:
- first, interest on the Bonds;
  - second, principal on the Bonds;
  - third, ongoing fees of the Borrower, Issuer and Trustee;
  - fourth, operating expenses;
  - fifth, management fees;
  - fifth, required arbitrage rebate amounts, if any;
  - sixth, replenishment of reserve funds; and
  - seventh, remainder to Town.

**Security:**

The Bonds will be issued pursuant to the Indenture as special obligations of the Issuer and shall be secured by a first priority security interest in all amounts held pursuant to the Indenture, and the pledged revenues which consist of the following:

- (1) Revenues received by the Issuer under the Installment Sale Agreement
- (2) Debt service reserve, operating reserve and capital expenditure reserve funds will be established under the Indenture and be funded from cash deposits currently held by Seller and pledged revenues, in an amount to be determined, subject to federal tax rule limitations

## **EXHIBIT C**

### **ASSUMED LIABILITIES**

1. Customer Account Security Deposits (advance deposits made by customers to secure payment of future charges) which come due after Closing
2. Meter Advance Refunds Due After Closing
3. Refundable Service Line and Meter Installation Charges Due After Closing
4. Amounts Payable to Developer/Builder on the Line Extension Agreements (LXAs) set forth in Exhibit Y. Seller shall be responsible for the pro rata share of amounts due under the LXAs for the period ending on the Closing Date.

**EXHIBIT D**  
**ALLOCATION OF PURCHASE PRICE**

**[RESERVED]**

**EXHIBIT E**

**CONSENTS AND APPROVALS REQUIRED OF SELLER  
PURSUANT TO SECTION 3.02(B)**

1. Approval from the Arizona Corporation Commission to transfer the Assets and delete the Certificate of Convenience and Necessity (CC&N)

**EXHIBIT F**

**CONSENTS AND APPROVALS REQUIRED OF BUYER  
PURSUANT TO SECTION 3.03(B)**

1. Approval from the Arizona Corporation Commission to Transfer the Assets and delete the Certificate of Convenience and Necessity (CC&N)
2. Affirmative vote of a majority of the qualified electors of the Town of Florence, Arizona at a special election held for the purpose of voting on the purchase of the Assets



## EXHIBIT G

### FORM OF OPINION OF COUNSEL TO BUYER

[Date]

Johnson Utilities, L.L.C.  
Florence, AZ

Re: Asset Purchase and Lease Agreement by and between the Town of Florence (“Buyer”) and Johnson Utilities, L.L.C. (“Seller”) and Management Agreement by and between Buyer and Seller

Ladies and Gentlemen:

We have acted as counsel to the Town of Florence (the “Buyer), an Arizona municipal corporation in connection with (a) the Asset Purchase and Lease Agreement, dated as of [\_\_\_\_], 2014 (the “Sale Agreement”) by and between the Buyer and Johnson Utilities, L.L.C., an Arizona limited liability company (the “Seller”), and (b) the Management Agreement (the “Management Agreement”), dated as of [\_\_\_\_], 2014 between the Buyer and the Seller. This opinion is delivered to you pursuant to Section 3.03(e) of the Sale Agreement.

In rendering this opinion, we have reviewed an executed copy of each of the following documents (collectively, the “Organizational Documents”): Articles of Incorporation Buyer dated [\_\_\_\_], as certified by the Arizona Secretary of State, and the Bylaws of the Buyer, certified by an authorized officer of the Buyer, dated [\_\_\_\_].

We have also reviewed an executed copy of each of the following documents (collectively, the “Transaction Documents”):

- (a) the Sale Agreement executed by the Buyer;
- (b) the Management Agreement executed by the Buyer;
- (c) the Officer’s Certificate of the appropriate officers or authorized representatives of the Buyer, certifying that (i) each covenant and agreement of the Buyer to be performed prior to or as of the Closing pursuant to the Sale Agreement and the Management Agreement has been performed, (ii) each representation and warranty of the Buyer is true and correct on the Closing Date, as if made on and as of the Closing, and (iii) the resolution of the Buyer attached thereto authorizing and approving execution of the Sale Agreement and the Management Agreement and performance of the transactions contemplated thereby;

(d) the Incumbency Certificate of the appropriate officers or authorized representatives of the Buyer; and

In addition, we have reviewed such matters of law as we have deemed necessary for the rendering of the opinions contained herein.

In rendering the following opinions, we have assumed and relied upon (i) the genuineness of all signatures (other than the Buyer); (ii) the authenticity and completeness of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as PDF, electronic, certified or photostatic copies; (iii) the accuracy and completeness of all the Organizational Documents of the Buyer made available to us; (iv) there has not been any mutual mistake of fact or misunderstanding, fraud, duress, criminal activity or undue influence; (v) the conduct of all the parties and their respective agents has complied with any requirement of good faith and fair dealing; (vi) there are no agreements or understandings among the parties to the Transaction Documents, written or oral, and there is no usage of trade or course of prior dealings among the parties that would, in either case, define, supplement or otherwise qualify the terms and conditions of the Transaction Documents; (vii) the constitutionality or validity of a relevant statute, rule, regulation or agency action is not at issue unless a reported decision in the State of Arizona has specifically addressed, but not resolved, or has established, its unconstitutionality or invalidity; (viii) all parties (other than the Buyer) have the power, authority and capacity to execute, deliver and perform the Transaction Documents and that there are no facts or circumstances relating to you that might prevent you from enforcing any of the rights to which our opinion relates; (ix) the enforceability of the Transaction Documents against all parties other than the Buyer; (x) each party to the Transaction Documents (other than the Buyer) has satisfied the legal requirements which are applicable to it to the extent necessary to make the Transaction Documents enforceable against it; (xi) no party to the Transaction Documents will in the future take any discretionary action (including any decision not to act) permitted under the Transaction Documents which would result in a violation of law or constitute a breach or default under any agreements, other than the Transaction Documents, to which any party to the Transaction Documents is a party or by which its property is bound, or under any court, arbitrator or administrative order, writ, judgment, or decree that names any party to the Transaction Documents and is specifically directed to its property; (xii) all parties will act in accordance with, and refrain from taking any action which is forbidden by, the terms and conditions of the Transaction Documents and that you will perform all of your obligations under the Transaction Documents; and (xiii) adequate consideration at law has been paid under the Transaction Documents.

We have not conducted any other investigation to confirm any facts set forth in the Organizational Documents and in the Transaction Documents and the other documents called forth therein, and we have not conducted any independent investigation to confirm the facts upon which the opinions set forth herein are based.

Based solely upon the foregoing and subject to the assumptions, qualifications and limitations herein stated, we are of the opinion that:

1. The Buyer is an Arizona municipal corporation and is organized, validly existing and in good standing under the laws of the State of Arizona.

2. The Buyer has the power and authority to execute and deliver the Transaction Documents to which it is a party, to consummate the transactions contemplated thereby and to perform its obligations thereunder.

3. The execution and delivery by the Buyer of the Transaction Documents to which the Buyer is a party, the consummation by the Buyer of the transactions contemplated by such Transaction Documents and the performance of the Buyer's obligations therein have been duly authorized and/or ratified by all necessary action of the Buyer.

4. The Transaction Documents to which the Buyer is a party have been duly executed and delivered by the Buyer and constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

5. No consent or action of, or filing or registration with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with either the execution and delivery by the Buyer of the Transaction Documents to which it is a party or the incurrence by the Buyer of its obligations under the Transaction Documents to which it is a party, except as may be have been obtained, made or taken prior to the date hereof.

6. The execution and delivery of the Transaction Documents by the Buyer do not, and the compliance with the terms of the Transaction Documents to which it is a party will not (A) result in a violation of the Buyer's Organizational Documents, (B) result in a breach of or default under any agreements or instruments (other than the Transaction Documents) to which the Buyer is a party, except for those agreements with respect to which any breach, default or violation thereof in the aggregate would not have a material adverse effect on the Buyer or the ability of the Buyer to perform its obligations under the Transaction Documents to which it is a party; or (C) result in any violation of any applicable Federal or State of Arizona law or statute, rule or regulation to which the Buyer is subject, or any judgment, order, writ, injunction or decree of any court or other tribunal located in the State of Arizona directed against and naming the Buyer, except where any such violations in the aggregate would not have a material adverse effect on the Buyer, or the ability of the Buyer to perform its obligations under the Transaction Documents.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity or by or before any governmental instrumentality or other agency pending or, to our knowledge, now threatened against or affecting the Buyer or to which the Buyer are or may be a party or to which the property of the Buyer is or may be subject, wherein an unfavorable decision, ruling or finding would adversely affect: (i) the existence or organization of the Buyer or the title to office of any officer of the Buyer or any power of the Buyer; (ii) the validity or enforceability of the proceedings taken by the Buyer for the authorization, execution and delivery by the Transaction Documents; (iii) the validity or enforceability of the Transaction Documents; or (iv) the transactions contemplated by the Transaction Documents.

Our opinions are based on the assumptions (upon which we have relied with your consent) and subject to the qualifications and limitations, set forth in this letter, including the following:

1. For purposes of rendering the opinions set forth herein, we have assumed that the Transaction Documents are governed and interpreted by the laws of the State of Arizona. We express no opinion whatsoever with respect to any rules of choice or conflicts of laws.

2. We have assumed for purposes of this opinion that: (a) the parties to the Transaction Documents other than the Buyer (the "Other Parties") are duly organized, validly existing and in good standing with full power and authority to enter into, execute, deliver and perform the Transaction Documents and their respective obligations thereunder; (b) the Transaction Documents have been duly authorized by the Other Parties and the Other Parties have duly executed and delivered the Transaction Documents to which they are signatories; (c) the Other Parties have satisfied those legal requirements that are applicable to each of them to the extent necessary to make the Transaction Documents enforceable against each of them; (d) any contracts, agreements, or instruments to which the Other Parties are a party or by which its or their property is bound, other than the Transaction Documents, will be enforced as written (e) the Other Parties have complied with all legal requirements pertaining to each of their status as such status relates to their rights to enforce the Transaction Documents against the Buyer; (f) each natural person executing any of the Transaction Documents is legally competent; (g) all signatures are genuine, the Transaction Documents submitted to us as originals are authentic and the Transaction Documents submitted to us as copies conform to the originals; (h) all Transaction Documents are complete or will be appropriately completed (including, without limitation, all amendments and exhibits thereto); (i) any certifications dated prior to Closing remain true as of Closing; (j) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (k) the conduct of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability; (l) the Other Parties and any agent acting for the Other Parties in connection with the Transaction have acted in good faith and without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the Transaction Documents; (m) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents; (n) the Buyer hold the requisite title and rights to any property involved in the transactions contemplated by the Transaction Documents; and (o) the Buyer will obtain all permits and governmental approvals required, and take all actions similarly required, relevant to consummation of the Transaction Documents or performance of the Transaction Documents.

3. We also assume that if the consent of any other person or entity is required to the assignment of any contract, agreement, instrument, lease, license, permit, warranty or approval, that such consent has been received and such consent was given by the person or entity required and properly authorized to grant such consent. We note that we have no actual knowledge of the occurrence of any of the matters described in clauses (j) or (m), above, nor do we have any actual knowledge that any of the parties to the Transaction Documents have not complied with the requirement of good faith, fair dealing, and conscionability as assumed by clauses (k) or (l), above. We have not made any independent investigation or inquiry concerning the business or financial condition of the Buyer or concerning the operation, management, use or other dealings with the property of the Buyer.

4. Our opinions are subject to: (i) the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent transfer or fraudulent conveyance and other similar laws affecting creditor's rights generally; and (ii) limitations imposed by equitable doctrines, including without limitation, limitations upon the specific enforceability of provisions of the Transaction Documents, concepts of materiality, reasonableness (including commercial reasonableness of the sale or disposition of collateral), good faith and fair dealing, and the availability of injunctive relief or other equitable remedies (regardless whether considered in a proceeding in equity or at law).

5. We do not express any opinion on any matter not expressly addressed in this letter, and no other opinions should be implied therefrom. The opinions set forth herein are delivered based solely upon the facts, examinations, assumptions and other matters described herein as they exist as of the date hereof, and we have no obligation and disclaim any obligation to modify, supplement or update this opinion letter or otherwise to communicate with you with respect to events, changes in facts, law or matters which occur or come to our attention after the date hereof. This letter expresses our legal opinions as to matters set forth herein based on our professional judgment on the date hereof and is not to be construed as a guaranty or a warranty as to any legal or factual matter or that a court considering such matters would not rule in a manner contrary to the opinions expressed herein.

This opinion is delivered only to you in connection with the transactions referred to above and is solely for your benefit, and may be relied upon only by you. This opinion may not be relied upon by, nor copies delivered to, any other person without our express prior written consent; provided, however, that copies may be delivered to your counsel. This opinion letter is provided as a legal opinion only and not as a guarantee or warranty of the matters discussed herein. This opinion letter is given as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to a subsequent change in the law or future events affecting the Buyer or the transactions contemplated by the Transaction Documents.

Respectfully Submitted,

## EXHIBIT H

### FORM OF OPINION OF COUNSEL TO SELLER

Town of Florence, Arizona

Re: Asset Purchase and Lease Agreement by and between the Town of Florence (“Buyer”) and Johnson Utilities, L.L.C. (“Seller”) and Management Agreement by and between Buyer and Seller

Ladies and Gentlemen:

We have acted as counsel to Johnson Utilities, L.L.C., an Arizona limited liability company (the “Seller”) in connection with (a) the Asset Purchase and Lease Agreement, dated as of [\_\_\_\_], 2014 (the “Sale Agreement”) by and between the Seller and the Town of Florence, Arizona (the “Buyer”), an Arizona municipal corporation, and (b) the Management Agreement, dated as of [\_\_\_\_], 2014 between the Buyer and the Seller. This opinion is delivered to you pursuant to Section 3.02(f) of the Sale Agreement.

In rendering this opinion, we have reviewed an executed copy of each of the following documents (collectively, the “Organizational Documents”):

(a) Articles of Organization of the Seller dated [\_\_\_\_], as certified by the Arizona Secretary of State, and the Operating Agreement of the Seller, certified by an authorized officer of Seller, dated [\_\_\_\_]; and

(b) Certificates of Existence issued [\_\_\_\_], by the Arizona Secretary of State for Seller.

We have also reviewed an executed copy of each of the following documents (collectively, the “Transaction Documents”):

(a) the Sale Agreement executed by the Seller;

(b) the Management Agreement executed by the Seller;

(c) the Officer’s Certificates of the appropriate officers or authorized representatives of the Seller, certifying that (i) each covenant and agreement of the Seller to be performed prior to or as of the Closing pursuant to the Sale Agreement and the Management Agreement has been performed, (ii) each representation and warranty of the Seller is true and correct on the Closing Date, as if made on and as of the Closing, and (iii) the resolutions of the Seller attached thereto authorizing and approving execution of the Sale Agreement and the Management Agreement and performance of the transactions contemplated thereby; and

(d) the Incumbency Certificate of the appropriate officers or authorized representatives of the Seller.

In addition, we have reviewed such matters of law as we have deemed necessary for the rendering of the opinions contained herein.

In rendering the following opinions, we have assumed and relied upon (i) the genuineness of all signatures (other than the Seller); (ii) the authenticity and completeness of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as PDF, electronic, certified or photostatic copies; (iii) the accuracy and completeness of all the Organizational Documents of the Seller made available to us; (iv) there has not been any mutual mistake of fact or misunderstanding, fraud, duress, criminal activity or undue influence; (v) the conduct of all the parties and their respective agents has complied with any requirement of good faith and fair dealing; (vi) there are no agreements or understandings among the parties to the Transaction Documents, written or oral, and there is no usage of trade or course of prior dealings among the parties that would, in either case, define, supplement or otherwise qualify the terms and conditions of the Transaction Documents; (vii) the constitutionality or validity of a relevant statute, rule, regulation or agency action is not at issue unless a reported decision in the State of Arizona has specifically addressed, but not resolved, or has established, its unconstitutionality or invalidity; (viii) all parties (other than the Seller and the Manager) have the power, authority and capacity to execute, deliver and perform the Transaction Documents and that there are no facts or circumstances relating to you that might prevent you from enforcing any of the rights to which our opinion relates; (ix) the enforceability of the Transaction Documents against all parties other than the Seller and the Manager; (x) each party to the Transaction Documents (other than the Seller and the Manager) has satisfied the legal requirements which are applicable to it to the extent necessary to make the Transaction Documents enforceable against it; (xi) no party to the Transaction Documents will in the future take any discretionary action (including any decision not to act) permitted under the Transaction Documents which would result in a violation of law or constitute a breach or default under any agreements, other than the Transaction Documents, to which any party to the Transaction Documents is a party or by which its property is bound, or under any court, arbitrator or administrative order, writ, judgment, or decree that names any party to the Transaction Documents and is specifically directed to its property; (xii) all parties will act in accordance with, and refrain from taking any action which is forbidden by, the terms and conditions of the Transaction Documents and that you will perform all of your obligations under the Transaction Documents; and (xiii) adequate consideration at law has been paid under the Transaction Documents.

We have not conducted any other investigation to confirm any facts set forth in the Organizational Documents and in the Transaction Documents and the other documents called forth therein, and we have not conducted any independent investigation to confirm the facts upon which the opinions set forth herein are based.

Based solely upon the foregoing and subject to the assumptions, qualifications and limitations herein stated, we are of the opinion that:

1. The Seller is a limited liability company organized, validly existing and in good standing under the laws of the State of Arizona.

2. The Seller has the power and authority to execute and deliver the Transaction Documents to which it is a party, to consummate the transactions contemplated thereby and to perform its obligations thereunder.

3. The execution and delivery by the Seller of the Transaction Documents, the consummation by the Seller of the transactions contemplated by such Transaction Documents and the performance of the Seller's obligations therein have been duly authorized and/or ratified by all necessary limited liability company action of the Seller.

4. The Transaction Documents have been duly executed and delivered by the Seller and constitute the valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

5. No consent or action of, or filing or registration with, any governmental or public regulatory body or authority is required to authorize, or is otherwise required in connection with either the execution and delivery by the Seller of the Transaction Documents or the incurrence by the Seller of its obligations under the Transaction Documents, except as may have been obtained, made or taken prior to the date hereof.

6. The execution and delivery of the Transaction Documents by the Seller do not, and the compliance with the terms of the Transaction Documents will not (A) result in a violation of the Seller's Organizational Documents, (B) result in a breach of or default under any agreements or instruments (other than the Transaction Documents), except for those agreements with respect to which any breach, default or violation thereof in the aggregate would not have a material adverse effect on the Seller or the ability of the Seller to perform its obligations under the Transaction Documents; or (C) result in any violation of any applicable Federal or State of Arizona law or statute, rule or regulation to which the Seller is subject, or any judgment, order, writ, injunction or decree of any court or other tribunal located in the State of Arizona directed against and naming the Seller, except where any such violations in the aggregate would not have a material adverse effect on the Seller, or the ability of the Seller to perform its obligations under the Transaction Documents to which it is a party.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity or by or before any governmental instrumentality or other agency pending or, to our knowledge, now threatened against or affecting the Seller or to which the Seller is or may be a party or to which the property of the Seller is or may be subject, wherein an unfavorable decision, ruling or finding would adversely affect: (i) the existence or organization of the Seller or the title to office of any officer of the Seller or any power of the Seller; (ii) the validity or enforceability of the proceedings taken by the Seller for the authorization, execution and delivery by the Transaction Documents; (iii) the validity or enforceability of the Transaction Documents; or (iv) the transactions contemplated by the Transaction Documents.

Our opinions are based on the assumptions (upon which we have relied with your consent) and subject to the qualifications and limitations, set forth in this letter, including the following:



1. For purposes of rendering the opinions set forth herein, we have assumed that the Transaction Documents are governed and interpreted by the laws of the State of Arizona. We express no opinion whatsoever with respect to any rules of choice or conflicts of laws.

2. We have assumed for purposes of this opinion that: (a) the parties to the Transaction Documents other than the Seller (the "Other Parties") are duly organized, validly existing and in good standing with full power and authority to enter into, execute, deliver and perform the Transaction Documents and their respective obligations thereunder; (b) the Transaction Documents have been duly authorized by the Other Parties and the Other Parties have duly executed and delivered the Transaction Documents to which they are signatories; (c) the Other Parties have satisfied those legal requirements that are applicable to each of them to the extent necessary to make the Transaction Documents enforceable against each of them; (d) any contracts, agreements, or instruments to which the Other Parties are a party or by which its or their property is bound, other than the Transaction Documents, will be enforced as written (e) the Other Parties have complied with all legal requirements pertaining to each of their status as such status relates to their rights to enforce the Transaction Documents against the Seller; (f) each natural person executing any of the Transaction Documents is legally competent; (g) all signatures are genuine, the Transaction Documents submitted to us as originals are authentic and the Transaction Documents submitted to us as copies conform to the originals; (h) all Transaction Documents are complete or will be appropriately completed (including, without limitation, all amendments and exhibits thereto); (i) any certifications dated prior to Closing remain true as of Closing; (j) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (k) the conduct of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability; (l) the Other Parties and any agent acting for the Other Parties in connection with the Transaction have acted in good faith and without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the Transaction Documents; (m) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents; (n) the Seller hold the requisite title and rights to any property involved in the transactions contemplated by the Transaction Documents; and (o) the Seller will obtain all permits and governmental approvals required, and take all actions similarly required, relevant to consummation of the Transaction Documents or performance of the Transaction Documents.

3. We also assume that if the consent of any other person or entity is required to the assignment of any contract, agreement, instrument, lease, license, permit, warranty or approval, that such consent has been received and such consent was given by the person or entity required and properly authorized to grant such consent. We note that we have no actual knowledge of the occurrence of any of the matters described in clauses (j) or (m), above, nor do we have any actual knowledge that any of the parties to the Transaction Documents have not complied with the requirement of good faith, fair dealing, and conscionability as assumed by clauses (k) or (l), above. We have not made any independent investigation or inquiry concerning the business or financial condition of the Seller or concerning the operation, management, use or other dealings with the property of the Seller.

4. Our opinions are subject to: (i) the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent transfer or fraudulent conveyance and other similar laws affecting creditor's rights generally; and (ii) limitations imposed by equitable doctrines, including without limitation, limitations upon the specific enforceability of provisions of the Transaction Documents, concepts of materiality, reasonableness (including commercial reasonableness of the sale or disposition of collateral), good faith and fair dealing, and the availability of injunctive relief or other equitable remedies (regardless whether considered in a proceeding in equity or at law).

5. We do not express any opinion on any matter not expressly addressed in this letter, and no other opinions should be implied therefrom. The opinions set forth herein are delivered based solely upon the facts, examinations, assumptions and other matters described herein as they exist as of the date hereof, and we have no obligation and disclaim any obligation to modify, supplement or update this opinion letter or otherwise to communicate with you with respect to events, changes in facts, law or matters which occur or come to our attention after the date hereof. This letter expresses our legal opinions as to matters set forth herein based on our professional judgment on the date hereof and is not to be construed as a guaranty or a warranty as to any legal or factual matter or that a court considering such matters would not rule in a manner contrary to the opinions expressed herein.

This opinion is delivered only to you in connection with the transactions referred to above and is solely for your benefit, and may be relied upon only by you. This opinion may not be relied upon by, nor copies delivered to, any other person without our express prior written consent; provided, however, that copies may be delivered to your counsel. This opinion letter is provided as a legal opinion only and not as a guarantee or warranty of the matters discussed herein. This opinion letter is given as of the date hereof and we undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion in response to a subsequent change in the law or future events affecting the Seller, the Manager or the transactions contemplated by the Transaction Documents.

Respectfully Submitted,

# EXHIBIT I

## SCHEDULE OF REAL ESTATE

### Wells

| <b>Name</b>                 | <b>Assessor Parcel No.</b> |
|-----------------------------|----------------------------|
| Silverado Well No. 1        | 210-34-022C                |
| Anthem No 3                 | 211-01-003                 |
| Johnson Ranch 5             | 210-20-005                 |
| Circle Cross 1              | 210-07-001H2               |
| Morning Sun Farms Well 1    | 509-02-002L                |
| Pecan WRP Monitor Well      | 104-22-008D                |
| Pecan WRP Monitor Well 2    | 104-22-008D                |
| Oasis 1                     | 200-75-2590                |
| Oasis 2                     | 200-24-089B                |
| Oasis 3                     | 200-24-089B                |
| San Tan Number 1            | 509-02-214A                |
| San Tan Number 2            | 509-02-214A                |
| Rancho Sendero No. 2        | 211-02-006                 |
| Johnson Ranch 7*            | 210-20-001H                |
| Skyline 1                   | 509-02-028D6               |
| Johnson Ranch 3 *           | 210-21-004B1               |
| Johnson Ranch 4             | 210-20-0040                |
| Crestfield Manor 1 - Future | 200-13-666A                |
| Crestfield Manor 2 - Future | 200-13-666C                |
| Ricke 1                     | 210-36-002D                |
| Ricke 3                     | 210-36-002B                |
| Morning Sun Farms Well 2    | 509-03-002H                |
| Hardison Well No 1          | 210-21-002D                |
| Magma well NO. 1            | 210-40-019C                |
| Magma Well No 2             | 210-40-019B                |
| Attaway Well, Section 13    | 210-12-001D                |
| Rancho Sendero No. 1        | 211-02-004B                |
| Anthem No. 2                | 211-01-0080                |
| Anthem No. 4                | 211-01-0040                |
| Sec 11 WWTP Mon Well*       | 200-24-091                 |
| Edwards Road 2              | 210-28-018                 |
| Wild Horse 1                | 200-74-0850                |
| San Tan WRP Monitor Well    | 509-02-062D3               |
| Anthem No. 1                | 211-01-0070                |
| Bella Vista Well No. 1      | 210-23-001J                |
| Ellsworth Well              | In Progress                |
| Monterra Wells              | In Progress                |

## Water Plants

| <b>Name</b>                | <b>Assessor Parcel No.</b> |
|----------------------------|----------------------------|
| Silverado Water plant      | 210-34-022C                |
| San Tan Water Storage      | 509-02-057B                |
| Circle Cross Water Plant   | 210-07-001H                |
| Oasis Water Plant          | 200-24-089A                |
| CAP Pump Station No, 1     | 210-20-003R                |
| Rancho Sendero Water Plant | 211-02-0060                |
| Wild Horse Water Plant     | 200-74-0850                |
| Edwards Road Water Plant   | 210-28-001B                |
| Ricke Water Plant          | 210-36-002D                |
| Morning Sun Farms W. P.    | 509-03-002H                |
| Bella Vista Water Plant    | 210-23-001J                |
| Anthem Water Plant         | 211-01-0070                |
| Johnson Ranch Water Plant  | 210-20-001J                |
| RO system                  | 210-20-001J                |

## Lift Stations

| <b>Name</b>                      | <b>Assessor Parcel No.</b> |
|----------------------------------|----------------------------|
| Superstition Views               | 210-64-061B                |
| Circle Cross #1                  | 210-07-005H                |
| Circle Cross #2                  | 509-03-001D                |
| Magma Lift Station               | 210-38-003B                |
| 4D/4F                            | 210-66-951B                |
| Crestfield Manor Lift Station    | 200-13-666B                |
| Quail Run Lift Station           | 210-24-452B                |
| Ocotillo Crossing                | 104-87-152B                |
| Copper Basin #1                  | 210-67-499B                |
| Pecan Station                    | 104-22-008D                |
| Oasis Sunrise                    | 200-24-089B                |
| Rancho Bella Vista North Phase 1 | 210-71-937D                |
| Laredo Ranch Lift Station        | 109-27-310B                |
| Cambria Lift Station (the Links) | 104-87-073E                |
| Cambria L.S. Upgrade             | 104-22-040G                |
| Station 4A                       | 210-66-951C                |
| Station Unit 6                   | 210-54-0410                |
| Copper Basin #2                  | 210-73-007B                |
| Morning Sun Farms                | 509-03-003M                |
| JR Unit 29                       | 210-76-337A                |
| 14-52B Lift Station              | 210-66-951C                |
| Meadow Vista Lift Station        | 109-21-5050                |
| Magic Ranch Phase III            | 200-03-5310                |

|                                  |              |
|----------------------------------|--------------|
| Rancho Bella Vista North Phase 2 | 210-71-937E  |
| Magic Ranch                      | 210-75-516A  |
| Joy Drive Lift Station           | 109-26-820A  |
| The Parks Lift Station           | 104-98-1140  |
| Johnson Farms Lift Station       | 104-22-012L  |
| Archer Meadows Lift Station      | 104-22-028Y  |
| Ironwood Crossing Lift Station   | 104-25-002E  |
| Coolidge High School             | 509-19-7000  |
| Combs School                     | 104-22-7120  |
| San Tan Station                  | 509-02-062D3 |
| Reuse Station                    | 200-24-003D5 |
| Main Station                     | 210-20-0001J |
| Whitewing                        | In Process   |
| Belcara                          | In Process   |
| Mitchell Trail                   | In Process   |

### **Wastewater Reclamation Plants**

| <b>Name</b>                     | <b>Assessor Parcel No.</b> |
|---------------------------------|----------------------------|
| Pecan Water Reclamation Plant   | 104-22-008M                |
| Section 11 WWTP                 | 200-24-0910                |
| Precision                       | 210-20-003J                |
| San Tan Water Reclamation Plant | 509-02-062D                |
| Anthem WRP                      | 211-02-0050                |
| Copper Basin                    | 210-25-002B                |

### **Oasis Golf Course**

| <b>Name</b>       | <b>Assessor Parcel No.</b> |
|-------------------|----------------------------|
| Oasis Golf Course | 200-24-090                 |
| Oasis Golf Course | 200-24-089B                |

## EXHIBIT J

### PERSONAL PROPERTY

#### Vehicles

| YEAR | MODEL                | VIN #              |
|------|----------------------|--------------------|
| 2013 | Chevy Silv 4X4       | 1GCNKPEAXDZ163542  |
| 2013 | Chevy Sil            | 1GCNCPEX7DZ139829  |
| 2013 | Chevy Sil            | 1GCNKPEA6DZ122373  |
| 2013 | Chevy Sil            | 1GCNCPEXXDZ137699  |
| 2012 | Chevy Tahoe          | 1GNSCCE03CR151206  |
| 2012 | Chevy Silv 4X2       | 1GCNCPEX8CZ351248  |
| 2004 | Ford (Explorer) 4DSW | 1FMZU64K34ZB34167  |
| 2003 | INTL 430 TK          | 1HTMMAAL53H594937  |
| 2001 | Chevy Van            | 1GCHG35R111138049  |
| 1997 | Ford FT8000/ Crane   | 1FDZU82EXVVA28834  |
| 1999 | Dodge 1 TN P/U (RAM) | 1B7MC3361XJ649823  |
| 2003 | Chevy S-10           | 1GCCS14H038243181  |
| 2011 | Chevy Colorado       | 1GCCCSBF91B8131208 |
| 2011 | Chevy Colorado       | 1GCCCSBF98B2131156 |
| 2003 | Chevy Colorado       | 1GCEC14V43Z350479  |
| 2004 | Chevy Silverado      | 1GCEK14V54Z179844  |
| 2005 | Chevy Colorado       | 1GCCS148958171593  |
| 2005 | Chevy Colorado       | 1GCCS148158171801  |
| 2005 | Chevy Colorado       | 1GCEC14XX5Z30110   |
| 2005 | Chevy Colorado       | 1GCEC14X15Z300630  |
| 2006 | Chevy Tahoe          | 1GNEK13ZX6J124092  |
| 2006 | Chevy Tahoe Z71      | 1GNEK13T56R125051  |
| 2007 | Ford Ranger          | 1FTYR10U77PA49120  |
| 2011 | Chevy Colorado       | 1GCCSBF99B8131733  |
| 2008 | Ford F150            | 1FTRF12268KB81941  |
| 2000 | FRTLNR Tractor       | 1FUYPDSEBXYLG14587 |
| 1990 | KENWORTH W90 TKTR    | 1NKWLBOX0LS548128  |

### Equipment List

| <u>Item Description</u>                  | <u>ID No.</u>      |
|--|--------------------|
| Safety Tripod Winch and Cable            | 04922W             |
| TL-6035 Forklift                         | 60467-CVC          |
| 6" Trash Pump                            | O6HJ100911         |
| Massey Ferguson Tractor 263 (0000HO6131) | 268740             |
| Godwin 6" Dri-Prime Pump Model DC150M    | 0332772-17         |
| Auger Post Hole Digger                   | GCABT-2077980      |
| Honda Generator                          | EG 3500            |
| Ramset Gun/ Powder activated             | F467136            |
| Saw Drill                                | A1_ _ 604501949    |
| Drill                                    | D091402479         |
| Concrete Vibrator                        | 0310-0067/WSD1     |
| Nail Gun                                 | 132740_ _ 033      |
| Auger & Bit                              | 140C8              |
| Cement Drill                             | 316090             |
| Topcon Rotating Laser                    | RT-SSA             |
| Theodolite Surveying Equip               | N/A                |
| Magnum Power Piston (paint spayer)       | BA114003           |
| Trailer Jet unit                         |                    |
| Spectra Precision Laser LL300            | S/N # 10035435     |
| Sokkia B20 Automatic Level               | N/A                |
| ForkLift                                 | 600276A            |
| ForkLift                                 | 602428A            |
| Solar Message Consturtion Board          | N/A                |
| Light Lift 6330                          | NL63KFMXZ/9901NL11 |

### Club at Oasis

|   |         |
|---|---------|
| <b>State of Arizona Beer &amp; Wine License</b> | 7110069 |
|---|---------|

| <b>Item Description</b>              | <b>Serial Number</b> |
|--------------------------------------|----------------------|
| Toro groundmaster 4500-D             | 30856-27000088       |
| Toro Ground 3500-D                   | 80839-270000816      |
| John Deere 3235C # 29D0049           | TC3235CO20653        |
| John Deere 3235C # 2XD034            | TC3235CO30323        |
| John Deere 2500 Green Mower 11 Blade | TC2500D030521        |
| John Deere 2500 Green Mower 11 Blade | TC2500D020124        |
| John Deere 2500 Green Mower 8 Blade  | TC250AD020630        |
| Toro Workman 3300                    | 07212-230000670      |
| Club Car                             | RG0240-209521        |
| Club Car                             | RG0431-412650        |
| Express Dual 3000 reel Grinder       | 13252                |

|  |                 |
|--|-----------------|
| Angmaster 3000 Bedknife Grinder        | 13253           |
| Toro Sand Pro 5020                     | 0886-210000255  |
| John Deere RC2072 Rotary Deck Mower    |                 |
| Massey Ferguson Tractor 263            | 5726E37454      |
| EZ-Go Work Horse Utility Cart          | 1168708         |
| John Deere Gator                       | M00TURF00844    |
| John Deere Gator                       |                 |
| Lely Fertilizer Spreader               | 10Z13-134       |
| Ryan Vert-cutter                       | 507798          |
| Ryan Vert-cutter                       | 508450          |
| Ryan Vert-cutter                       | 508095          |
| Hover Mower                            | GJAFE4164957    |
| Hover Mower                            | GJAFE4164985    |
| Air Compressor                         | 101048          |
| Welder                                 | 9227-704        |
| Lawn Mower                             | 5B5XG / 158VG   |
| Slit Seeder                            | 82120 / 2366    |
| Edger                                  | CAN006662862    |
| Sod Cutter                             | 5448448210      |
| Hedge Trimmer                          | 286900327       |
| Chain Saw                              | 290880369       |
| Weedeater                              | T42512005560    |
| Weedeater                              | T42512017164    |
| Weedeater                              | T42512005572    |
| Weedeater                              | T42512005541    |
| 400 Gallon Sprayer                     | No s/n          |
| Cold Water Pressure Washer # EP-30115A | 11060270-100367 |
| Hot Water Pressure Washer # 11090330   | 11090330-169806 |
| Yamaha 48 Volt & Charger               | 1073129         |
| Yamaha 48 Volt & Charger               | 1194384         |
| Yamaha 48 Volt & Charger               | 1386894         |
| Yamaha 48 Volt & Charger               | 1489156         |
| Yamaha 48 Volt & Charger               | 1073136         |
| Yamaha 48 Volt & Charger               | 1194388         |
| Yamaha 48 Volt & Charger               | 1489155         |
| Yamaha 48 Volt & Charger               | 1012863         |
| Yamaha 48 Volt & Charger               | 1386893         |
| Yamaha 48 Volt & Charger               | 1104375         |
| Yamaha 48 Volt & Charger               | 1194387         |
| Yamaha 48 Volt & Charger               | 1073137         |
| Yamaha 48 Volt & Charger               | 1194371         |
| Yamaha 48 Volt & Charger               | 1386890         |
| Yamaha 48 Volt & Charger               | 1489157         |
| Yamaha 48 Volt & Charger               | 1073128         |



|                          |               |
|--------------------------|---------------|
| Yamaha 48 Volt & Charger | 1489160       |
| Yamaha 48 Volt & Charger | 1073132       |
| Yamaha 48 Volt & Charger | 1194378       |
| Yamaha 48 Volt & Charger | 1194372       |
| Yamaha 48 Volt & Charger | 1194374       |
| Yamaha 48 Volt & Charger | 1194383       |
| Yamaha 48 Volt & Charger | 1194370       |
| Yamaha 48 Volt & Charger | 1489163       |
| Yamaha 48 Volt & Charger | 1194386       |
| Yamaha 48 Volt & Charger | 1194367       |
| Yamaha 48 Volt & Charger | 1489154       |
| Yamaha 48 Volt & Charger | 1386892       |
| Yamaha 48 Volt & Charger | 1073134       |
| Yamaha 48 Volt & Charger | 1194381       |
| Yamaha 48 Volt & Charger | 1194373       |
| Yamaha 48 Volt & Charger | 1238576       |
| Yamaha 48 Volt & Charger | 1194380       |
| Yamaha 48 Volt & Charger | 1238573       |
| Yamaha 48 Volt & Charger | 1194369       |
| Yamaha 48 Volt & Charger | 1386891       |
| EZ Go Carts & Charges    | 122-9290      |
| EZ Go Carts & Charges    | 122-9293      |
| EZ Go Carts & Charges    | 122-9288      |
| EZ Go Carts & Charges    | 122-9296      |
| EZ Go Carts & Charges    | 122-9287      |
| EZ Go Carts & Charges    | 122-9289      |
| EZ Go Carts & Charges    | 122-9295      |
| Club Cars                | PH0910-007334 |
| Club Cars                | PH0910-007331 |
| Club Cars                | PH0910-007373 |
| Club Cars                | PH0910-007480 |
| Club Cars                | PH0910-007330 |

## **EXHIBIT K**

### **ASSIGNED CONTRACTS**

All of the rights and benefits accruing to Seller in each of the contracts and agreements that relate to the Personal Property and the Infrastructure, including, without limitation, all customer service agreements, supply contracts, purchase orders and purchase commitments made by Seller in the ordinary course of the Business and all other choses in action, causes of action and other rights of every kind of Seller which are related to the Project, which include but are not limited to, Seller's existing Central Arizona Project ("CAP") contract and any pending applications to CAP, the Central Arizona Water Conservation District or the United States Bureau of Reclamation for new or additional allotments of CAP water, which the parties will, both before and after Closing, reasonably cooperate with one another in effecting the assignment thereof from Seller to Buyer.

## **EXHIBIT L**

### **PROPRIETARY RIGHTS**

1. Arizona Department of Environmental Quality Aquifer Protection Permits for the Pecan, San Tan, Anthem and Section 11 Wastewater Treatment Plants
2. Arizona Department of Water Resources Designation of Assured Water Supply for the Phoenix and Pinal active management areas
3. Central Arizona Groundwater Replenishment Agreement
4. Central Arizona Governments 208 Plan
5. Pinal County Franchise Agreements
6. Town of Florence Operating Agreements
7. There have been no claims against the Proprietary Rights.

## **EXHIBIT M**

### **DESCRIPTION OF SELLER'S CONTRACTS PURSUANT TO SECTION 4.07(A)**

1. Pinal County Franchise Agreement
2. Town of Florence Operating Agreement
3. Central Arizona Groundwater Replenishment District Replenishment Agreement
4. Arizona State Land Department Special Land Use Permit
5. State Land Department Right of Way Agreements
6. Central Arizona Water Conservation District Land Use Licenses

**EXHIBIT N**

**DISCLOSURE OF EVENTS OF DEFAULT UNDER CONTRACTS  
PURSUANT TO SECTION 4.07(E)**

**NONE.**

**EXHIBIT O**  
**EXCEPTIONS TO TAX REPRESENTATIONS**  
**PURSUANT TO SECTION 4.08**

**NONE.**

**EXHIBIT P**

**DISCLOSURE OF UNENFORCEABLE CONTRACTS  
PURSUANT TO SECTION 4.07(B)**

**NONE.**

**EXHIBIT Q**  
**DISCLOSURE OF REQUIRED CONSENTS**  
**PURSUANT TO SECTION 4.07(C)**

**NONE.**



## **EXHIBIT R**

### **EXCEPTIONS TO LITIGATION REPRESENTATIONS PURSUANT TO SECTION 4.09**

1. Johnson Utilities LLC dba Johnson Utilities Company v. Swing First Golf, LLC; In the Court of Appeals, State of Arizona, Division One, Case No. 1 CA-CV 13-0625 (Maricopa County Superior Court Case No. CV2008-000141)
2. Arizona Department of Environmental Quality Notice of Violation Numbers 92021, 97512, 102722, 102257, 103956

## EXHIBIT S

### DESCRIPTION OF SELLER'S INSURANCE POLICIES, RETAINED POLICIES AND CLAIMS HISTORY PURSUANT TO SECTION 4.11

| POLICIES 2013-2014         |               |                         |                        |
|----------------------------|---------------|-------------------------|------------------------|
| Policy coverage            | Policy Number | Term Dates              | Insurance Company      |
| Package: GL /Property/Auto | PHPK1016444   | 05/06/13 to<br>06/01/14 | Philadelphia Insurance |
| Umbrella                   | PHPK643317    | 05/06/13 to<br>06/01/14 | Philadelphia Insurance |
| Pollution                  | PHPK643317    | 11/09/10 to<br>06/01/14 | Philadelphia Insurance |
| Solar                      | 59MSKM4948    | 04/30/14 to<br>04/30/14 | Hartford Insurance     |

**Customer Loss Detail**  
Report 4/24/2014

#### Philadelphia Insurance Companies for Johnson Utilities, L.L.C.

| Policy Number | Product                | Claim Number    | Claimant/Driver Name                           | Loss Type                           | Closed     |
|---------------|------------------------|-----------------|--|-------------------------------------|------------|
| PHPK643317    | Premises Environmental | PHER13050722170 | First Service Residential - Attn: Carl Gehring | GL PROPERTY DAMAGE ON COMBINED GLBI | 1/27/2014  |
| PHPK1016444   | Municipalities Package | PHMI13050722055 | JOHNSON UTILITIES, L.L.C.                      | Cover BLDG - Other                  | 6/25/2013  |
|               |                        | PHMI13060723648 | JOHNSON UTILITIES, L.L.C.                      | Utl Cov Boiler Machinery            | 6/18/2013  |
|               |                        | PHMI13080743574 | Susan Bahm                                     | GL PROPERTY DAMAGE ON COMBINED GLBI | 1/29/2014  |
|               |                        | PHM913080744012 | First Service Residential - Attn: Carl Gehring | GL PROPERTY DAMAGE ON COMBINED GLBI | OPEN       |
|               |                        | PHMI13100754304 | JOHNSON UTILITIES, L.L.C.                      | Cover BLDG - Lightning              | 11/4/2013  |
|               |                        | PHMI13100754304 | JOHNSON UTILITIES, L.L.C.                      | Ult Cov Boiler Machinery            | 11/4/2013  |
|               |                        | PHMI13100755452 | JOHNSON UTILITIES, L.L.C.                      | Crime Employee Dishonesty           | OPEN       |
|               |                        | PHMI13110765551 | JOHNSON UTILITIES, L.L.C.                      | Cover Bldg - Water Damage           | OPEN       |
| PHPK716330    | Municipalities Package | PHMI12090663949 | Eric Stone                                     | General Liability Bodily Injury     | 11/14/2012 |
|               |                        | PHMI13060725867 | Mary Kluzza                                    |                                     | 6/14/2013  |
| PHPK862426    | Municipalities Package | PHMI12080647829 | Brent Fitzgerald                               | General Liability Bodily Injury     | 6/10/2013  |
|               |                        | PHMI12080656549 | JOHNSON UTILITIES, L.L.C.                      | Cover BLDG - Lightning              | 9/18/2012  |
|               |                        | PHMI12080658321 | JOHNSON UTILITIES, L.L.C.                      |                                     | 8/28/2012  |
|               |                        | PHMI12110678046 | JOHNSON UTILITIES, L.L.C.                      | Cover BLDG - Wind/Hail              | 11/30/2012 |
|               |                        | PHMI12120683930 | Christopher Dancel                             | GL PROPERTY DAMAGE ON COMBINED GLBI | 5/1/2013   |
|               |                        | PHMI12120687127 | JOHNSON UTILITIES, L.L.C.                      | Ult Cov Boiler Machinery            | 1/8/2013   |

**EXHIBIT T**

**DISCLOSURE OF ENVIRONMENTAL NONCOMPLIANCE  
PURSUANT TO SECTION 4.12(A)**

1. Arizona Department of Environmental Quality Notice of Violation Numbers 92021, 97512, 102722, 102257, 103956

**EXHIBIT U**

**DISCLOSURE OF ACTIONS RESULTING IN ENVIRONMENTAL LIABILITY  
PURSUANT TO SECTION 4.12(B)**

**NONE.**

**EXHIBIT V**

**DISCLOSURE OF SUBLEASES, ASSIGNMENTS AND  
LICENSES PURSUANT TO SECTION 4.04(C)**

**NONE.**

## **EXHIBIT W**

### **RECORDS RELATING TO PROJECT AND CUSTOMERS**

All books, files, operating data and records (including both paper and electronic data and records) of Seller relating to the Project or the Customers, including without limitation, all customer lists, billing, financial, accounting, credit, regulatory and rate adjustment records, correspondence, budgets, all accounts receivable, excluding accounts receivable for water deliveries made by Seller prior to the close of escrow as reflected in Seller's books and records as of close of escrow, and other similar documents and records, and including any books, records, files or data pertaining to the Project which Seller is required to maintain in accordance with any law, rule or regulation of any Governmental Agency; except proprietary information of Seller or personal information relating to Seller's natural person principals.

## EXHIBIT X

### MASTER UTILITY AGREEMENTS

|            |  |
|------------|--|
| 4/12/2005  | Anthem at Merrill Ranch                                |
| 11/1/2007  | Arizona Farms  |
| 2/28/2007  | Bella Villagio   |
| 11/1/2007  | Bella Vista Section 23                                 |
| 12/19/2006 | Caballero  |
| 6/7/2002   | Circle Cross Ranch I                                   |
| 10/14/2004 | Circle Cross Ranch II                                  |
| 6/27/2005  | Circle Cross Ranch IIB                                 |
| 3/10/2002  | Copper Basin   |
| 3/22/2005  | Crestfield Manor @ Arizona Farms Village               |
| 2/8/2005   | Felix Farms  |
| 5/20/2005  | Heritage Estates                                       |
| 9/17/1999  | Johnson Ranch  |
| 8/15/2005  | Magic Ranch, Parcel G and Portions of K & F and Unit 2 |
| 11/1/2004  | Magic Ranch, Parcels B & C                             |
| 11/18/2005 | Magma Ranch I  |
| 8/11/2005  | Magma Ranch II   |
| 2/2/2009   | Merrill Ranch  |
| 3/10/2006  | Mesquite Trails  |
| 5/22/2003  | Morning Sun Farms                                      |
| 6/12/2013  | Quail Ranch  |
| 4/21/2005  | Quail Run  |
| 4/8/2003   | Rancho Bella Vista                                     |
| 8/4/2004   | Rancho Sendero   |
| 4/12/2006  | Salita del Sol @ San Tan                               |
| 5/10/2001  | San Tan Heights  |
| 5/31/2007  | San Tan Shadows  |
| 8/20/2013  | Sherwood Park  |
| 9/7/2006   | SILVERADO RANCH  |
| 2/9/2004   | Skyline Ranch  |
| 1/25/2007  | Skyview Farms  |
| 4/13/2004  | Sonoran Villages                                       |
| 2/1/2003   | Superstition Views                                     |
| 9/31/2005  | The Palms at Magic Ranch                               |
| 2/21/2012  | The Village at Magic Ranch                             |

|            |                                       |
|------------|---------------------------------------|
| 5/25/2005  | Trailside Village aka Ocotillo Trails |
| 4/30/2006  | Belcara at Pima Road                  |
| 9/11/2006  | Borgata Village Phase 1               |
| 1/20/2006  | Ironwood Crossing                     |
| 12/28/2006 | Johnson Farms                         |
| 1/26/2005  | Milagro                               |
| 10/17/2002 | Pecan Estates                         |
| 1/26/2005  | Taylor Ranch                          |
| 11/3/2004  | Vineyard Estates                      |
| 11/11/2004 | Wayne Ranch                           |
| 4/3/2014   | Johnson Ranch Estates                 |
| 3/7/2014   | Ironwood 80                           |



## EXHIBIT Y

### MAINLINE EXTENSION AGREEMENTS

#### Water Line Agreements

| <b>Date</b> | <b>Subdivision</b>                                    |
|-------------|---|
| 08/12/13    | American Leadership Academy Charter School - Florence |
| 02/23/07    | Anthem Market Place at Merrill Ranch                  |
| 07/31/06    | Unit 2 Anthem at Merrill Ranch                        |
| 10/27/06    | Unit 3 Anthem at Merrill Ranch                        |
| 07/31/06    | Unit 4 Anthem at Merrill Ranch                        |
| 10/27/06    | Unit 5 Anthem at Merrill Ranch                        |
| 07/31/06    | Unit 6 Anthem at Merrill Ranch                        |
| 10/27/06    | Unit 7 Anthem at Merrill Ranch                        |
| 07/31/06    | Unit 8 Anthem at Merrill Ranch                        |
| 10/27/06    | Unit 9 Anthem at Merrill Ranch                        |
| 07/31/06    | Unit 10 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 11 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 12 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 13 Anthem at Merrill Ranch                       |
| 12/08/06    | Unit 14 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 15 Anthem at Merrill Ranch                       |
| 07/28/08    | Unit 17 Anthem at Merrill Ranch                       |
| 12/28/09    | Unit 18 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 19 Anthem at Merrill Ranch                       |
| 01/09/09    | Unit 20 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 21 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 23 Anthem at Merrill Ranch                       |
| 07/31/06    | Unit 25 Anthem at Merrill Ranch                       |
| 09/12/06    | Unit 27 Anthem at Merrill Ranch                       |
| 09/01/06    | Unit 29 Anthem at Merrill Ranch                       |
| 01/09/09    | Unit 35A Anthem at Merrill Ranch                      |
| 01/09/09    | Unit 37 Anthem at Merrill Ranch                       |
| 09/12/06    | Unit 39 Anthem at Merrill Ranch                       |
| 01/09/09    | Unit 40 Anthem at Merrill Ranch                       |
| 04/29/08    | Unit 50 Anthem at Merrill Ranch                       |
| 05/29/08    | Unit 54 Anthem at Merrill Ranch                       |
| 02/28/07    | Bella Villagio  |
| 10/30/09    | Borgata at Hunt Highway (Retail)                      |
| 08/24/07    | Borgata at San Tan; Unit 1                            |
| 10/26/09    | Borgata Professional Plaza                            |

## Water Line Agreements

|          |  |
|----------|--|
| 10/22/12 | Central AZ College (San Tan Campus) and Bella Vista Farms Offsite Agreement                    |
| 08/28/12 | Central AZ College (San Tan Campus), Phase 1   |
| 06/07/02 | Circle Cross Ranch; Phase 1; Parcels 1 & 4; portions of 2 & 5 (Laramie)                        |
| 06/07/02 | Circle Cross Ranch; Phase 1; Parcels 3 & 6; portions of 2 & 5 (2 & 5 = Laramie; 3 = Silverado) |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 6-B  |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 7  |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 8  |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 9  |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 10   |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 11   |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 14   |
| 10/18/04 | Circle Cross Ranch; Phase 2; Parcel 15   |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 12  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 13  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 16  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 17  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 18  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 19  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 20  |
| 06/28/05 | Circle Cross Ranch; Phase 2B; Parcel 21  |
| 04/28/06 | Copper Basin; Phase 1, Parcels A, B, C, D  |
| 10/01/02 | Copper Basin; Phase 2  |
| 01/13/04 | Copper Basin (Villages at); Phase 3A (split 4/28/06 from Unit 3)                               |
| 01/13/04 | Copper Basin (Villages at); Phase 3B (split 4/28/06 from Unit 3)                               |
| 12/22/04 | Copper Basin (Villages at); Phase 4  |
| 02/01/06 | Copper Basin (Villages at); Phase 5A   |
| 04/10/08 | Copper Basin, Village - Unit 5B  |
| 03/21/05 | Crestfield Manor @ AZ Farms Village  |
| 09/06/05 | Felix Farms  |
| 03/04/08 | Florence High School   |
| 12/08/05 | Heritage Estates   |
| 10/01/00 | Mutschler, J. Jay (Mutschler 5 acres)  |
| 01/31/99 | Rose Ross - See Contract # 2017  |
| 07/01/99 | Ellis, David & Nancy J.  |
| 04/10/03 | Rimrock Financial, Inc.  |
| 10/31/02 | Montana Resources LLC  |
| 03/17/04 | Kimpel, Robert & Lynn  |
| 05/04/04 | Legler, Justin   |
| 05/18/04 | Chamberlin, Randy (KEM Homes, Inc)   |
| 06/03/04 | Maurer, Mark   |

## Water Line Agreements

|          |  |
|----------|--|
| 07/27/04 | Brennan, Lupita                        |
| 06/18/04 | Turcotte, David                        |
| 06/23/04 | Diamante Homes, Inc.                   |
| 08/02/04 | Call Builders                          |
| 09/29/04 | CBC incorporated                       |
| 09/30/04 | Kent, Joel and Pat                     |
| 12/13/04 | Schamac Custom Homes (W. Todd Schafer) |
| 08/18/05 | WJB Construction                       |
| 03/10/05 | Grant, Kelly & Mary                    |
| 03/14/05 | Turcotte, David (These 3 in one file)  |
| 04/04/05 | Bell, Mark and Jody                    |
| 04/19/05 | Taylor, Scott (Astoria Homes Inc)      |
| 05/03/05 | Quintana Hill Estates                  |
| 09/08/05 | Neilson, Pat                           |
| 09/09/05 | Cannon, Tom                            |
| 09/19/05 | Turcotte, David                        |
| 09/26/05 | Davis, Greg                            |
| 09/20/05 | Fortuna, Dawn & David                  |
| 01/31/06 | Hundley, Sterling                      |
| 12/15/05 | Rounds, Rob                            |
| 07/20/06 | Kempton, Mitch                         |
| 06/14/06 | Gary 1, LLC                            |
| 06/29/06 | Whiting, Ken                           |
| 08/24/06 | Call Builders L.L.C. - Lots 46 & 47    |
| 10/20/06 | Flores, Javier                         |
| 11/17/06 | Mendoza, Luis & Rosie                  |
| 12/20/06 | Cotone, Cris                           |
| 12/20/06 | Plote, Larry                           |
| 03/14/07 | CDLM Properties, L.L.C.                |
| 08/15/07 | MacPhail, Scott                        |
| 07/26/07 | Cascade Scottsdale at Gilbert          |
| 06/25/07 | Lee, Tart Sing                         |
| 07/17/07 | Eduprize School                        |
| 10/23/07 | Jones, Spencer & Lindsay               |
| 10/23/07 | Sundance Development, LLC - (20 acres) |
| 05/08/08 | Pierce, Brandon                        |
| 11/27/07 | San Tan Homes, LLC                     |
| 12/19/07 | Kelley Construction                    |
| 12/04/07 | King, David                            |
| 01/16/08 | Kastle Homes                           |
| 06/05/08 | Calvario, Victor                       |

## Water Line Agreements

|          |  |
|----------|--|
| 10/09/09 | Mullen, Steve  |
| 06/18/10 | Farnworth, Martin  |
| 01/10/12 | Augusta Investments, LLC                                 |
| 03/06/14 | ELM (Jarel Morrow)                                       |
| 02/24/14 | ELM (Jarel Morrow)                                       |
| 12/31/98 | Johnson Ranch Golf Course                                |
| 04/15/04 | Johnson Ranch Indigo Sky Blvd. - Construct Utility Plant |
| 03/15/00 | Johnson Ranch Unit 1 (24/83= 107) \$750.00               |
| 12/22/98 | Johnson Ranch Unit 2                                     |
| 12/22/98 | Johnson Ranch Unit 3A                                    |
| 12/22/98 | Johnson Ranch Unit 3B (Fairways)                         |
| 12/22/98 | Johnson Ranch Unit 4A                                    |
| 03/28/00 | Johnson Ranch Unit 4B (The Greens)                       |
| 09/06/01 | Johnson Ranch Unit 4D & 04F (2)                          |
| 03/01/00 | Johnson Ranch Unit 5 (Lakeview Gardens)                  |
| 12/01/99 | Johnson Ranch Unit 6 (Equestrian Manor)                  |
| 03/15/00 | Johnson Ranch Unit 7                                     |
| 03/15/00 | Johnson Ranch Unit 8                                     |
| 03/15/00 | Johnson Ranch Unit 12 (A & B)                            |
| 03/15/00 | Johnson Ranch Unit 13                                    |
| 11/13/03 | Johnson Ranch Unit 14/52 Phase 1 (Richmond American)     |
| 11/13/03 | Johnson Ranch Unit 14/52 Phase 2 (Richmond American)     |
| 09/06/01 | Johnson Ranch Unit 15                                    |
| 02/27/03 | Johnson Ranch Unit 16 Phase 1                            |
| 02/27/03 | Johnson Ranch Unit 16 Phase 2                            |
| 02/27/03 | Johnson Ranch Unit 16 Phase 3                            |
| 02/27/03 | Johnson Ranch Unit 17 Phase 1                            |
| 02/27/03 | Johnson Ranch Unit 17 Phase 2 & 3                        |
| 02/27/03 | Johnson Ranch Unit 18 Phase 1                            |
| 02/27/03 | Johnson Ranch Unit 18 Phases 2 & 3                       |
| 04/28/04 | Johnson Ranch Unit 19, 43, 44 & 45 (Solera, Phs III)     |
| 08/14/02 | Johnson Ranch Unit 20 / 21                               |
| 08/12/03 | Johnson Ranch Unit 22A                                   |
| 09/10/03 | Johnson Ranch Unit 22B                                   |
| 09/10/03 | Johnson Ranch Unit 23A                                   |
| 04/15/04 | Johnson Ranch Unit 23B                                   |
| 04/28/04 | Johnson Ranch Unit 24                                    |
| 04/28/04 | Johnson Ranch Unit 25                                    |
| 06/20/06 | Johnson Ranch Unit 26B                                   |
| 04/15/04 | Johnson Ranch Unit 27, Phase 1                           |
| 04/15/04 | Johnson Ranch Unit 27, Phase 2                           |

## Water Line Agreements

|          |   |
|----------|---|
| 04/15/04 | Johnson Ranch Unit 28   |
| 08/13/04 | Johnson Ranch Unit 29 Phase 2                                   |
| 08/12/03 | Johnson Ranch Unit 29, Phase 1                                  |
| 06/20/06 | Johnson Ranch Unit 30B  |
| 06/20/06 | Johnson Ranch Unit 32   |
| 07/12/02 | Johnson Ranch Unit 34   |
| 08/20/03 | Johnson Ranch Unit 35 & 36                                      |
| 09/06/01 | Rural Metro / Tosco / Unit 36 (Circle "K")                      |
| 03/31/06 | Johnson Ranch Unit 37 & 38                                      |
| 04/15/04 | Johnson Ranch Unit 39, 40B, 50; Phase 1                         |
| 10/02/03 | Johnson Ranch Unit 40A, 48 & 49 (Solera, Phs I)                 |
| 10/02/03 | Johnson Ranch Unit 41 & 47 (Solera, Phs I)                      |
| 04/15/04 | Johnson Ranch Unit 42; Phase 2 (Solera)                         |
| 04/15/04 | Johnson Ranch Unit 46; Phase I                                  |
| 04/28/04 | Johnson Ranch Unit 51   |
| 09/17/04 | Magic Ranch Estates; Phase 1                                    |
| 01/22/99 | Magic Ranch (Oasis Golf Course)                                 |
| 10/30/06 | Magic Ranch (Oasis) - Parcels B and C                           |
| 04/28/06 | Magic Ranch (Oasis) - Parcel CC                                 |
| 06/01/02 | Magic Ranch (Oasis) - Phase 3                                   |
| 10/15/01 | Magic Ranch (Oasis) - Phase 1, Unit I (Lots 1-137 = 137 lots)   |
| 02/20/03 | Magic Ranch (Oasis) - Phase 1, Unit 2 (Lots 138-258 = 121 lots) |
| 04/01/04 | Magic Ranch (Oasis) - Phase 2, Units 3 & 4                      |
| 12/08/05 | Magic Ranch (Oasis) - Phases 5 & 6                              |
| 06/01/02 | Magic Ranch (Oasis Sunrise) - Phase 1 (Mirage)                  |
| 07/28/03 | Magic Ranch (Oasis Sunrise) - Phase 2 (Mirage)                  |
| 11/15/05 | Magic Ranch Parcel G portions of K and F (Ironhorse at MR)      |
| 11/15/05 | Magic Ranch Parcel G portions of K and F (Ironhorse at MR)      |
| 03/27/06 | Magic Ranch - Unit 2  |
| 01/09/06 | Magic Ranch (The Palms) - Unit 1                                |
| 01/09/06 | Magic Ranch (The Palms) - Unit 2                                |
| 10/22/12 | Magic Ranch (The Village)                                       |
| 11/18/04 | Magma Ranch; Phases 1-10  |
| 08/23/05 | Magma Ranch II; Unit 1  |
| 08/23/05 | Magma Ranch II; Unit 2 - Parcel 4                               |
| 08/23/05 | Magma Ranch II; Unit 2, Parcel 5                                |
| 08/23/05 | Magma Ranch II; Unit 03   |
| 08/23/05 | Magma Ranch II; Unit 04   |
| 04/13/05 | Magma Ranch III AKA Sonoran Villages                            |
| 05/22/03 | Morning Sun Farms & South (Model Lots)                          |
| 07/19/04 | Morning Sun Farms; Phase 1                                      |

## Water Line Agreements

|          |   |
|----------|---|
| 07/19/04 | Morning Sun Farms; Phase 2                            |
| 08/05/05 | Morning Sun Farms; Phase 3                            |
| 04/13/06 | Morning Sun Farms; Phase 4                            |
| 04/21/05 | Quail Run   |
| 04/08/03 | Rancho Bella Vista; Parcel A                          |
| 07/26/06 | Rancho Bella Vista - Units 2a 2b 2c 3a 3b             |
| 10/07/04 | Rancho Bella Vista South; Phase 1                     |
| 10/01/04 | Rancho Bella Vista South; Phase 1 (Ryland)            |
| 05/01/05 | Rancho Bella Vista South; Phase 2 (Ryland)            |
| 10/31/05 | Rancho Bella Vista South Phase 3A                     |
| 02/28/06 | Rancho Bella Vista South; Phase 3B                    |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-1                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-2                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-3                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-4                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-5                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-6                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-7                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-8                  |
| 09/24/04 | San Tan Heights; Phase 3; Parcel A-9 & Infrastructure |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-6                  |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-7                  |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-8                  |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-9                  |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-10                 |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-11                 |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-12                 |
| 10/21/05 | San Tan Heights; Phase 4; Parcel C-13                 |
| 07/21/03 | San Tan Heights; Phs 2; Parcel A                      |
| 07/22/03 | San Tan Heights; Phs 2; Parcel B                      |
| 07/23/03 | San Tan Heights; Phs 2; Parcel C                      |
| 07/21/03 | San Tan Heights; Phs 2; Parcel D                      |
| 07/24/03 | San Tan Heights; Phs 2; Parcel E                      |
| 07/25/03 | San Tan Heights; Phs 2; Parcel F                      |
| 07/21/03 | San Tan Heights; Phs 2; Parcel I                      |
| 07/26/03 | San Tan Heights; Phs 2; Parcel J                      |
| 07/27/03 | San Tan Heights; Phs 2; Parcel K                      |
| 10/21/03 | San Tan Heights; Phs 2; Parcel L                      |
| 08/01/02 | San Tan Villages Parcel 01                            |
| 08/01/02 | San Tan Villages Parcel 02                            |
| 08/01/02 | San Tan Villages Parcel 03                            |

## Water Line Agreements

|          |                                       |
|----------|---------------------------------------|
| 08/01/02 | San Tan Villages Parcel 04            |
| 04/09/02 | San Tan Villages Parcel 05            |
| 04/09/02 | San Tan Villages Parcel 06            |
| 04/09/02 | San Tan Villages Parcel 07            |
| 02/07/02 | San Tan Villages Parcel 08            |
| 02/07/02 | San Tan Villages Parcel 09            |
| 09/07/06 | Silverado Ranch; Unit 1A              |
| 09/07/06 | Silverado Ranch; Unit 1B              |
| 09/07/06 | Silverado Ranch; Unit 1C              |
| 09/07/06 | Silverado Ranch; Unit 1D              |
| 09/07/06 | Silverado Ranch; Unit 1E              |
| 09/07/06 | Silverado Ranch; Unit 1F              |
| 09/07/06 | Silverado Ranch; Unit 1G              |
| 09/07/06 | Silverado Ranch, Unit 1H              |
| 10/01/07 | Skyline Ranch Market Place            |
| 08/18/04 | Skyline Ranch; Phase 1, Parcel A      |
| 08/18/04 | Skyline Ranch; Phase 1, Parcel B      |
| 08/18/04 | Skyline Ranch; Phase 1, Parcel C      |
| 08/18/04 | Skyline Ranch; Phase 1, Parcel D      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel A      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel B      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel C      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel D      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel E      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel F      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel G      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel H      |
| 08/11/04 | Skyline Ranch; Phase 2, Parcel I      |
| 07/22/13 | St. Michael the Archangel Parish Hall |
| 02/01/03 | Superstition Views Phase I            |
| 08/12/03 | Superstition Views Phase II           |
| 08/29/08 | Superstition Views Phase III          |
| 06/05/06 | Whitewing at San Tan Magma            |
| 12/29/98 | Wild Horse Estates Phase 1            |
| 04/17/06 | Wild Horse Estates Phase 2            |

## Sewer Line Agreements

| Date          | Subdivision                                |
|---------------|--|
| 02/23/07      | Anthem Market Place at Merrill Ranch       |
| 07/31/06      | Unit 2 Anthem at Merrill Ranch             |
| 10/27/06      | Unit 3 Anthem at Merrill Ranch             |
| 07/31/06      | Unit 4 Anthem at Merrill Ranch             |
| 10/27/06      | Unit 5 Anthem at Merrill Ranch             |
| 07/31/06      | Unit 6 Anthem at Merrill Ranch             |
| 10/27/06      | Unit 7 Anthem at Merrill Ranch             |
| 07/31/06      | Unit 8 Anthem at Merrill Ranch             |
| 10/27/06      | Unit 9 Anthem at Merrill Ranch             |
| 07/31/06      | Unit 10 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 11 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 12 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 13 Anthem at Merrill Ranch            |
| 12/08/06      | Unit 14 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 15 Anthem at Merrill Ranch            |
| 07/28/08      | Unit 17 Anthem at Merrill Ranch            |
| 12/28/09      | Unit 18 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 19 Anthem at Merrill Ranch            |
| 01/09/09      | Unit 20 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 21 Anthem at Merrill Ranch            |
| in<br>process | Unit 22A Anthem at Merrill Ranch           |
| in<br>process | Unit 22B Anthem at Merrill Ranch           |
| 07/31/06      | Unit 23 Anthem at Merrill Ranch            |
| 07/31/06      | Unit 25 Anthem at Merrill Ranch            |
| 09/12/06      | Unit 27 Anthem at Merrill Ranch            |
| 10/01/06      | Unit 29 Anthem at Merrill Ranch            |
| 01/09/09      | Unit 35A Anthem at Merrill Ranch           |
| 01/09/09      | Unit 37 Anthem at Merrill Ranch            |
| 09/12/06      | Unit 39 Anthem at Merrill Ranch            |
| 01/09/09      | Unit 40 Anthem at Merrill Ranch            |
| 04/29/08      | Unit 50 Anthem at Merrill Ranch            |
| 05/28/08      | Unit 54 Anthem at Merrill Ranch            |
| 05/14/07      | Banner Ironwood Medical Center, Phase I    |
| 04/30/06      | Belcara at Pima Road                       |
| 02/28/07      | Bella Villagio                             |
| 08/24/07      | Borgata at San Tan Unit 1                  |
| 10/02/07      | Bulk Wastewater Treatment Agreement - ONLY |
| 07/03/07      | Castlegate Ward Meeting House              |



## Sewer Line Agreements

|          |  |
|----------|--|
| 10/22/12 | Central AZ College & Bella Vista Farms Comm. Property Offsites |
| 08/28/12 | Central AZ College (San Tan Campus)                            |
| 06/07/02 | Circle Cross Parcels 01,02,04,05 - Phase I                     |
| 06/07/02 | Circle Cross Parcels 2,3,5,6 - Phase I                         |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 06B                       |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 07                        |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 08                        |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 09                        |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 10                        |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 11                        |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 14                        |
| 10/18/04 | Circle Cross Ranch - Phase II Parcel 15                        |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 12                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 13                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 16                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 17                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 18                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 19                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 20                       |
| 06/28/05 | Circle Cross Ranch - Phase IIB Parcel 21                       |
| 01/23/08 | Coolidge High School No. 2 - LS & FM                           |
| 04/28/06 | Copper Basin Unit 1, Parcels A, B, C, D                        |
| 10/01/02 | Copper Basin Unit 2  |
| 01/13/04 | Copper Basin Unit 3A, Village (split 4/28/06 from 3)           |
| 01/13/04 | Copper Basin Unit 3B, Village (split 4/28/06 from 3)           |
| 12/22/04 | Copper Basin, Village - Unit 4                                 |
| 02/01/06 | Copper Basin, Village - Unit 5A                                |
| 04/10/08 | Copper Basin, Village - Unit 5B                                |
| 03/21/05 | Crestfield Manor@AZ Farms Village                              |
| 09/06/05 | Felix Farms  |
| 03/04/08 | Florence High School   |
| 11/14/12 | Happy Valley East Campus LS/FM                                 |
| 12/08/05 | Heritage Estates   |
| 12/15/06 | Ironwood Crossing Unit 1                                       |
| 12/15/06 | Ironwood Crossing Unit 2 (Parcels 1, 2, & 3)                   |
| 11/17/10 | Ironwood Crossing Unit 3A (Parcel 15)                          |
| 07/26/12 | Ironwood Crossing Unit 3B (Parcels 11 & 12)                    |
| 07/26/12 | Ironwood Crossing Unit 3C (Parcels 13 & 14)                    |
| 10/02/07 | J.O. Combs Educational Village                                 |
| 04/15/04 | Johnson Ranch Indigo Sky Blvd. - Construct Utility Plant       |
| 03/15/00 | Johnson Ranch Unit 1 (24/ 83 = 107)                            |

## Sewer Line Agreements

|          |   |
|----------|---|
| 12/22/98 | Johnson Ranch Unit 2                    |
| 12/22/98 | Johnson Ranch Unit 3A                   |
| 12/22/98 | Johnson Ranch Unit 3B (Fairways)        |
| 12/22/98 | Johnson Ranch Unit 4A                   |
| 03/28/00 | Johnson Ranch Unit 4B (The Greens)      |
| 09/06/01 | Johnson Ranch Units 4D & 4F (2)         |
| 03/28/00 | Johnson Ranch Unit 5 (Lakeview Gardens) |
| 12/0/99  | Johnson Ranch Unit 6 (Equestrian Manor) |
| 03/15/00 | Johnson Ranch Unit 7                    |
| 03/15/00 | Johnson Ranch Unit 8                    |
| 03/15/00 | Johnson Ranch Unit 12 (A & B)           |
| 03/15/00 | Johnson Ranch Unit 13                   |
| 11/13/03 | Johnson Ranch Unit 14/52 Phase 1        |
| 11/13/03 | Johnson Ranch Unit 14/52 Phase 2        |
| 09/06/01 | Johnson Ranch Unit 15                   |
| 02/27/03 | Johnson Ranch Unit 16 Phase 1           |
| 02/27/03 | Johnson Ranch Unit 16 Phase 2           |
| 02/27/03 | Johnson Ranch Unit 16 Phase 3           |
| 02/27/03 | Johnson Ranch Unit 17 Phase 1           |
| 02/27/03 | Johnson Ranch Unit 17 Phase 2 and 3     |
| 02/27/03 | Johnson Ranch Unit 18 Phase 1           |
| 02/27/03 | Johnson Ranch Unit 18 Phases 2 & 3      |
| 04/28/04 | Johnson Ranch Unit 19, 43, 44 & 45      |
| 08/14/02 | Johnson Ranch Units 20 / 21             |
| 08/12/03 | Johnson Ranch Unit 22A                  |
| 09/10/03 | Johnson Ranch Unit 22B                  |
| 09/10/03 | Johnson Ranch Unit 23A                  |
| 04/15/04 | Johnson Ranch Unit 23B                  |
| 04/28/04 | Johnson Ranch Unit 24                   |
| 04/28/04 | Johnson Ranch Unit 25                   |
| 06/20/06 | Johnson Ranch Unit 26B                  |
| 04/15/04 | Johnson Ranch Unit 27, Phase 1          |
| 04/15/04 | Johnson Ranch Unit 27, Phase 2          |
| 04/15/04 | Johnson Ranch Unit 28                   |
| 08/12/03 | Johnson Ranch Unit 29, Phase 1          |
| 08/13/04 | Johnson Ranch Unit 29, Phase 2          |
| 06/20/06 | Johnson Ranch Unit 30B                  |
| 06/20/06 | Johnson Ranch Unit 32                   |
| 07/12/02 | Johnson Ranch Unit 34                   |
| 08/20/03 | Johnson Ranch Units 35 & 36             |
| 09/06/01 | Johnson Ranch Rural Metro/Tosco Unit 36 |

## Sewer Line Agreements

|          |  |
|----------|--|
| 03/31/06 | Johnson Ranch Unit 37 & 38                           |
| 04/15/04 | Johnson Ranch Unit 39, 40B, 50                       |
| 10/02/03 | Johnson Ranch Unit 40A, 48 & 49                      |
| 10/02/03 | Johnson Ranch Units 41 & 47                          |
| 04/15/04 | Johnson Ranch Unit 42, (Solera, Phs II)              |
| 04/15/04 | Johnson Ranch Unit 46, Phase 1                       |
| 04/28/04 | Johnson Ranch Unit 51                                |
| 10/21/04 | Laredo Ranch Phase I                                 |
| 10/21/04 | Laredo Ranch Phase II                                |
| 10/21/04 | Laredo Ranch Lift Station                            |
| 01/22/99 | Magic Ranch (Oasis Golf Course)                      |
| 04/28/06 | Magic Ranch (Oasis) Parcel CC                        |
| 06/01/02 | Magic Ranch (Oasis Sunrise) - Phase I (Mirage)       |
| 07/28/03 | Magic Ranch (Oasis Sunrise) - Phase II (Mirage)      |
| 02/18/03 | Magic Ranch (Oasis) - Phase 1, Unit I (Lots 1-137)   |
| 02/18/03 | Magic Ranch (Oasis) - Phase 1, Unit 2 (Lots 138-258) |
| 04/01/04 | Magic Ranch (Oasis) - Phase 2, Units 3 and 4         |
| 12/08/05 | Magic Ranch (Oasis) - Phases 5 and 6                 |
| 11/01/06 | Magic Ranch Parcels B and C                          |
| 09/17/04 | Magic Ranch Estates - Unit 1                         |
| 11/15/05 | Magic Ranch Parcel G portions of K and F (Ironhorse) |
| 11/15/05 | Magic Ranch Parcel G portions of K and F (Ironhorse) |
| 03/28/06 | Magic Ranch - Unit 2                                 |
| 01/09/06 | Magic Ranch (The Palms) - Unit 1                     |
| 01/09/06 | Magic Ranch (The Palms) - Unit 2                     |
| 10/22/12 | Magic Ranch (The Village)                            |
| 11/18/04 | Magma Ranch I  |
| 08/23/05 | Magma Ranch II Unit 1                                |
| 08/23/05 | Magma Ranch II Unit 2, Phase 4                       |
| 08/23/05 | Magma Ranch II Unit 2, Phase 5                       |
| 08/23/05 | Magma Ranch II Unit 3                                |
| 08/23/05 | Magma Ranch II Unit 4                                |
| 01/26/05 | Milagro - Sewer Only                                 |
| 05/22/03 | Morning Sun Farms & South (Model Lots)               |
| 07/19/04 | Morning Sun Farms Phase 1                            |
| 07/19/04 | Morning Sun Farms Phase 2                            |
| 08/05/05 | Morning Sun Farms Phase 3                            |
| 04/13/06 | Morning Sun Farms Unit 4                             |
| 03/31/08 | Ocotillo Crossing                                    |
| 05/25/05 | Ocotillo Trails ( <b>Trailside Village</b> )         |
| 01/02/07 | Parks, The (Parcels A & B)                           |

## Sewer Line Agreements

|          |  |
|----------|--|
|          | Parks, The: Offsite Gravity Line (Parcels A & B) |
| 05/15/12 | Pecan Creek 1st Meeting House                    |
| 06/30/06 | Pecan Creek South Unit 1                         |
| 06/30/06 | Pecan Creek South Unit 2                         |
| 06/30/06 | Pecan Creek South Unit 3                         |
| 06/30/06 | Pecan Creek South Unit 4                         |
| 06/30/06 | Pecan Creek South Unit 5                         |
| 06/30/06 | Pecan Creek South Unit 6                         |
| 11/15/02 | Pecan Estates - Parcel 1                         |
| 11/15/02 | Pecan Estates - Parcel 2                         |
| 11/15/02 | Pecan Estates - Parcel 3                         |
| 11/15/02 | Pecan Estates - Parcel 4 - SHEA                  |
| 11/15/02 | Pecan Estates - Parcel 5 - SHEA                  |
| 11/15/02 | Pecan Estates - Parcel 6 - FULTON                |
| 11/15/02 | Pecan Estates - Parcel 7 - SHEA                  |
| 11/15/02 | Pecan Estates - Parcel 8 - TAYLOR                |
| 09/19/07 | Pinal Professional Village                       |
| 04/21/05 | Quail Run  |
| 07/26/06 | Rancho Bella Vista - Units 2a 2b 2c 3a 3b        |
| 04/08/03 | Rancho Bella Vista Phase 01                      |
| 02/28/06 | Rancho Bella Vista South Phase 3B (Lots 632-756) |
| 04/08/03 | Rancho Bella Vista South Phase 01                |
| 10/01/04 | Rancho Bella Vista South Phase 01                |
| 05/01/05 | Rancho Bella Vista South Phase 02                |
| 10/31/05 | Rancho Bella Vista South Phase 03A               |
| 09/24/04 | San Tan Heights Parcel A 01                      |
| 09/24/04 | San Tan Heights Parcel A 02                      |
| 09/24/04 | San Tan Heights Parcel A 03                      |
| 09/24/04 | San Tan Heights Parcel A 04                      |
| 09/24/04 | San Tan Heights Parcel A 05                      |
| 09/24/04 | San Tan Heights Parcel A 06                      |
| 09/24/04 | San Tan Heights Parcel A 07                      |
| 09/24/04 | San Tan Heights Parcel A 08                      |
| 09/24/04 | San Tan Heights Parcel A 09                      |
| 07/21/03 | San Tan Heights Parcel A                         |
| 07/22/03 | San Tan Heights Parcel B                         |
| 07/23/03 | San Tan Heights Parcel C                         |
| 07/21/03 | San Tan Heights Parcel D                         |
| 07/24/03 | San Tan Heights Parcel E                         |
| 07/25/03 | San Tan Heights Parcel F                         |
| 07/21/03 | San Tan Heights Parcel I                         |

## Sewer Line Agreements

|          |   |
|----------|---|
| 07/26/03 | San Tan Heights Parcel J  |
| 07/27/03 | San Tan Heights Parcel K  |
| 10/21/03 | San Tan Heights Parcel L  |
| 10/21/05 | San Tan Heights Parcel C 06                                     |
| 10/21/05 | San Tan Heights Parcel C 07                                     |
| 10/21/05 | San Tan Heights Parcel C 08                                     |
| 10/21/05 | San Tan Heights Parcel C 09                                     |
| 10/21/05 | San Tan Heights Parcel C 10                                     |
| 10/21/05 | San Tan Heights Parcel C 11                                     |
| 10/21/05 | San Tan Heights Parcel C 12                                     |
| 10/21/05 | San Tan Heights Parcel C 13                                     |
| 08/01/02 | San Tan Villages Parcel 01                                      |
| 08/01/02 | San Tan Villages Parcel 02                                      |
| 08/01/02 | San Tan Villages Parcel 03                                      |
| 08/01/02 | San Tan Villages Parcel 04                                      |
| 04/09/02 | San Tan Villages Parcel 05                                      |
| 04/09/02 | San Tan Villages Parcel 06                                      |
| 04/09/02 | San Tan Villages Parcel 07                                      |
| 02/07/02 | San Tan Villages Parcel 08                                      |
| 02/07/02 | San Tan Villages Parcel 09                                      |
| 01/23/08 | Shea Homes at Johnson Farms (Neighborhood 1)                    |
| 01/23/08 | Shea Homes at Johnson Farms (Neighborhood 2)                    |
| 04/01/12 | Shea Homes at Johnson Farms (Neighborhood 3: Phases 3A, 3B, 3C) |
| 04/19/12 | Shea Homes at Johnson Farms (Neighborhood 7A: Phases 1 and 2)   |
| 10/21/10 | Shea Homes at Johnson Farms (Neighborhood 7B)                   |
| 01/23/08 | Shoppes at Pecan Ranch, The                                     |
| 09/07/06 | SILVERADO UNIT 01A  |
| 09/07/06 | SILVERADO UNIT 01B  |
| 09/07/06 | SILVERADO UNIT 01C  |
| 09/07/06 | SILVERADO UNIT 01D  |
| 09/07/06 | SILVERADO UNIT 01E  |
| 09/07/06 | SILVERADO UNIT 01F  |
| 09/07/06 | SILVERADO UNIT 01G  |
| 09/07/06 | SILVERADO UNIT 01H  |
| 10/01/07 | Skyline Ranch Marketplace                                       |
| 08/18/04 | Skyline Ranch Phase 01  |
| 08/18/04 | Skyline Ranch Phase 01, Parcel A                                |
| 08/18/04 | Skyline Ranch Phase 01, Parcel B                                |
| 08/18/04 | Skyline Ranch Phase 01, Parcel C                                |
| 08/18/04 | Skyline Ranch Phase 01, Parcel D                                |
| 08/11/04 | Skyline Ranch Phase 02, Parcel A                                |

## Sewer Line Agreements

|          |                                       |
|----------|---------------------------------------|
| 08/11/04 | Skyline Ranch Phase 02, Parcel B      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel C      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel D      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel E      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel F      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel G      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel H      |
| 08/11/04 | Skyline Ranch Phase 02, Parcel I      |
| 07/22/13 | St. Michael the Archangel Parish Hall |
| 02/01/03 | Superstition Views Phase I            |
| 08/11/03 | Superstition Views Phase II           |
| 08/29/08 | Superstition Views Phase III          |
| 01/31/06 | Taylor Ranch                          |
| 11/03/04 | Vineyard Estates                      |
| 10/27/04 | Wayne Ranch                           |
| 11/11/04 | Wayne Ranch                           |
| 06/05/06 | Whitewing at San Tan Magma            |

**EXHIBIT Z**  
**DIAGRAM OF CERTIFICATED AREA**

[SEE ATTACHED]

**EXHIBIT AA**  
**LEGAL DESCRIPTION**



## **EXHIBIT BB**

### **INFRASTRUCTURE USED BY BUSINESS**

Wells, storage tanks, booster pumps, water mains, service lines, sewer lines, lift stations, water meters, manholes, valves and fire hydrants, communication antennas and associated equipment, electronic or otherwise, connected with, affixed to or utilized by the Project, including any equipment related to the SCADA system, wherever located, comprising the water and wastewater system used by the Project in connection with the provision of water and wastewater treatment utility services to customers within the Certificated Area, whether owned or leased.

**MANAGEMENT AGREEMENT**

**between**

**The Town of Florence, an Arizona municipal corporation  
as Owner**

**and**

**Johnson Utilities, L.L.C., an Arizona limited liability company  
as Manager**

Dated as of April \_\_\_\_, 2014

## TABLE OF CONTENTS

|     |   |    |
|-----|---|----|
| 1.  | Common Understandings.....                          | 3  |
| 2.  | Management Services .....                           | 4  |
| 3.  | Term.....   | 5  |
| 4.  | Personnel.....                                      | 5  |
| 5.  | Purchase of the Project by the Town .....           | 6  |
| 6.  | Equipment and Supplies .....                        | 6  |
| 7.  | Financial Matters .....                             | 6  |
| 8.  | Payment for Services .....                          | 7  |
| 9.  | Designation of Representatives .....                | 7  |
| 10. | Transition of Management.....                       | 8  |
| 11. | Intellectual Property.....                          | 10 |
| 12. | Insurance .....                                     | 10 |
| 13. | Cooperation.....                                    | 11 |
| 14. | Records .....                                       | 11 |
| 15. | Confidentiality .....                               | 11 |
| 16. | Representations and Warranties of the Manager ..... | 11 |
| 17. | Representations and Warranties of the Town.....     | 11 |
| 18. | Indemnification.....                                | 12 |
| 19. | Termination.....                                    | 13 |
| 20. | Effect of Termination.....                          | 13 |
| 21. | Amendment.....                                      | 13 |
| 22. | Force Majeure .....                                 | 13 |
| 23. | Relationship of the Parties .....                   | 14 |
| 24. | Governing Law .....                                 | 14 |
| 25. | Entire Agreement .....                              | 14 |
| 26. | Notices .....                                       | 14 |
| 27. | Counterparts.....                                   | 15 |
| 28. | Invalidity .....                                    | 15 |
| 29. | Assignment .....                                    | 15 |
| 30. | Waiver.....   | 15 |
| 31. | Survival.....                                       | 15 |
| 32. | Further Assurances .....                            | 16 |

TABLE OF CONTENTS

33. Manager Liability for Prior Occurrences ..... 16

34. Third Party Rights ..... 16

35. Nonrecourse Obligation ..... 16

36. Disclaimer Regarding the Condition of the Property ..... 16

37. Miscellaneous ..... 17

38. Notice of A.R.S. Section 38-511 - Cancellation ..... 17

39. Compliance with Laws ..... 17

SCHEDULE 1       MANAGEMENT FEES .....S-1

EXHIBIT A        TOWN ORDINANCES, RULES AND REGULATIONS..... A-1

EXHIBIT B        FORM OF ANNUAL BUDGET ..... B-1

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this “Agreement”) was duly executed as of the \_\_\_ day of April, 2014, between The Town of Florence, an Arizona municipal corporation (the “Town”) and Johnson Utilities, L.L.C., an Arizona limited liability company (the “Manager”).

### RECITALS

WHEREAS, the Town has purchased the Assets and properties (collectively, the “Assets”) used in a public utility company (the “Business,” together with the Assets, the “Project”) from the Manager pursuant to an Asset Purchase Agreement (the “Asset Purchase Agreement”) dated as of April \_\_\_, 2014 between the Manager as seller and the Town as buyer; and

WHEREAS, the Town has financed the purchase of the Project from the Manager by the delivery to Manager (or its assigns) of one or more series of water and sewer revenue bonds (the “Bonds”) issued by The Industrial Development Authority of the City of Phoenix, Arizona (the “Issuer”) pursuant to a Trust Indenture dated on or about June 1, 2014 (the “Indenture”) between the Issuer and Zions First National Bank, as corporate Trustee (“Trustee”) and an Installment Sale Agreement between the Issuer and the Town to be dated on or about June 1, 2014 (the “Installment Sale Agreement”);

WHEREAS, the Manager operates the Project pursuant to a Certificate of Public Convenience and Necessity (“CC&N”) issued by the Arizona Corporation Commission (“ACC”); and

WHEREAS, the Manager is in the business of managing water and sewer utility businesses and desires to provide management services to the Town in connection with the operation of the Project;

WHEREAS, the Project provides water and sewer services to approximately 30,000 customers within the municipal boundaries of the Town and adjacent areas of the County of Pinal, Arizona;

WHEREAS, the Project includes Real Estate, Personal Property, Contracts, Records, cash, Proprietary Rights and other benefits, both tangible and intangible, as set out, and defined, in the Asset Purchase Agreement, and additionally described in Exhibits I, J, K and L to the Asset Purchase Agreement;

WHEREAS, the water and sewer services provided by the Manager to the customers of the Project are essential to the health and well-being of the customers, including families and businesses, and to the ability of those customers to enjoy, occupy and use their homes and properties;

WHEREAS, the Manager has represented that the provision of the utility services by the Manager is a complex and highly technical endeavor;

WHEREAS, the Town believes it to be in the best interests of all stakeholders that the Town not immediately operate the Project after the purchase thereof from the Manager without professional management assistance from the Manager, to be followed by a transition period to allow for the transition of management to the Town;

WHEREAS, the Manager has managed the Project for approximately 17 years prior to the sale of the Project to the Town;

WHEREAS, the Manager believes that the Project may have a diminished value and use if not currently properly managed;

WHEREAS, the Town desires to gain the experience and expertise to operate the Project acquired from the Manager as a utility enterprise for the benefit of the Town and the public, with the intention that full management control be turned over to the Town as soon as reasonably practicable;

WHEREAS, due to the complexity of operating the Project, it is desirable to have a transition period in which the Manager continues to operate the Project and the Town transitions into the operation and management of the Project;

WHEREAS, successful operation of the Project is believed to be necessary to protect the health and welfare of all present and future recipients of the services provided by the Project;

WHEREAS, successful operation of the Project as a utility business is necessary to pay for both the operation and maintenance of the water and sewer operations and to pay the purchase price of the Project;

WHEREAS, the Manager's continued management of the Project has been determined by the Town to be an efficient, lawful and practical way to endeavor to ensure the value and successful operation of the Project;

WHEREAS, the Town and the Manager have declared that this Agreement is a material term and condition of the sale of the Project to the Town due to the perceived importance of the water and sewer services provided, and to be provided, by the Project;

WHEREAS, the Town has determined that this Agreement is for a public purpose, is in the public interest and is a material term of the Asset Purchase Agreement and part of the consideration to be provided to the Manager as seller thereunder and that the Manager is the only current provider of such services, given the Manager's previous experience in operating the Project;

WHEREAS, the Town has determined that due to the unique nature of the Project and the management thereof, the Manager is the sole source available to manage the Project;

WHEREAS, the Town and the Manager declare and determine that if public procurement were ever determined to be required for the services contemplated by this Agreement, that this is a "sole source procurement" pursuant to A.R.S. § 41-2536;

WHEREAS, the Town has determined that there is no reasonable alternative source for the management services to be provided pursuant to this Agreement;

WHEREAS, the qualified electors of the Town authorized the Town to enter into the Asset Purchase Agreement on May 20, 2014;

WHEREAS, the Town has found that the transition of management of the Project as provided for in this Agreement is in the public interest, is intended to be efficient, is intended to result in proper water and sewer service to existing and future customers and is intended to preserve and maintain the value of the Project for the benefit of the Town and the public;

WHEREAS, the Town and the Manager believe that the Manager's expertise and experience is an important factor in the successful operation of the Project after the date hereof and through the end of said transition period, and the Town desires to obtain the services of the Manager to assist in the operation of the Project for the duration of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants contained herein,

IT IS AGREED AS FOLLOWS:

**1. Common Understandings.** Manager and the Owner both acknowledge the following as of the date of this Agreement:

(a) This Agreement and the rights and obligations of the parties hereunder shall be subject to the terms, provisions and conditions of the Asset Purchase Agreement. In the event of a conflict between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will prevail.

(b) The Project will be a business as described in the Asset Purchase Agreement, and the Manager shall maintain, on behalf of the Town, in full force and effect any licenses, certifications or permits required for the operation of the Project.

(c) All ordinances, rules and regulations of the Town applicable to and governing this Agreement and the Project shall be those ordinances, rules, regulations, requirements and/or official policies that are existing and in force for the Town as of the date of this Agreement. Such applicable ordinances, rules and regulations are attached hereto as Exhibit A. The Town shall not impose or enact any additional conditions, rules or regulations applicable to or governing this Agreement or the Project that would materially adversely impact this Agreement or the ability of the Manager to manage the Project.

(d) The Town and the Manager agree that this Agreement shall be performed in conformance with (i) the Town's ordinances, rules and regulations as set forth in Exhibit A hereto, (ii) the terms and provisions of the Installment Sale Agreement and the Indenture, and (iii) the Annual Budget required by Section 10(e) hereof.

(e) Subject to Section 1(d) hereof, the Manager shall have the authority and responsibility to make contracts and leases for the procurement of services, materials, equipment and supplies and for operation of the Business, subject to any other limitations set forth in this Agreement and the Asset Purchase Agreement.

(f) The Manager needs to have discretion in the exercise of its responsibilities under this Agreement in order to manage the Project. Subject Section 1(d) and to any additional limitations expressly set forth in this Agreement or applicable state law, the Manager shall be entitled to fulfill its obligations hereunder in the manner that it determines, acting in good faith and in accord with its reasonable business judgment, is appropriate or necessary, and in a manner consistent with the Asset Purchase Agreement, the Installment Sale Agreement and the Indenture.

(g) Subject to Section 1(d) and any additional limitations expressly set forth in this Agreement, the Manager shall be solely responsible for the establishment of, and shall establish, policy and procedures for the Project in a manner consistent with state law, the Asset Purchase Agreement, the Installment Sale Agreement and the Indenture.

(h) Capitalized terms used herein without further definition shall have the meanings assigned to such terms in the Asset Purchase Agreement, the Installment Sale Agreement and the Indenture.

(i) The Recitals are incorporated into this Agreement.

**2. Management Services.** Manager will manage and operate the Project subject to the terms of this Agreement, including but not limited to the terms of the transition management agreement described in Section 10 hereof, and in a manner consistent with the Asset Purchase Agreement, the Town's ordinances, rules and regulations set forth in Exhibit A hereto, the Installment Sale Agreement and the Indenture.

The Manager shall provide or ensure the provision of the following services in connection with the Project and its operations:

(a) During the term of this Agreement, the Manager shall deliver to the Trustee, on behalf of the Town and in accordance with the Installment Sale Agreement and the Indenture, all revenues from any sources whatsoever relating to or arising from the operation, management and maintenance of the Project, including without limitation (i) revenues of every kind from any source generated by the provision of water and wastewater services at the Project, and (ii) all payments of any kind received by the Town or the Manager from the operation of the Project (the "Project Revenues").

(b) The Manager shall provide business administration, including budgeting, financial and other recordkeeping and audits in accordance with the Installment Sale Agreement, the Indenture, governmental accounting practices and regulatory compliance;



(c) The Manager shall prepare the Annual Budget as set forth in Section 10(e) hereof, which Annual Budget shall be provided as required by the Installment Sale Agreement to the Trustee;

(d) Subject to Section 1(d), the Manager shall acquire materials, equipment, and supplies necessary to the operation and management of the Project;

(e) The Manager shall provide for maintenance, repair and replacement needed for the Project;

(f) The Manager shall manage the business affairs of the Project;

(g) The Manager shall assume the Town's financial and other reporting obligations as required under the Installment Sale Agreement and the Indenture;

(h) With the exception of legal services, which shall be provided for or on behalf of the Project by the office of the Florence Town Attorney, the Manager shall procure professional consulting services as needed for the Project, including but not limited to, accounting and engineering services.

(i) The Manager shall pay all taxes and assessments, if any, on the Project; and

(j) The Manager shall provide all other services required in the Asset Purchase Agreement

(k) The costs of providing the services described in this Section shall be paid as Operating Costs (as defined in the Indenture) from Project Revenues, so long as the Manager properly submits such Operating Costs to the Trustee as required by the Indenture.

In consideration of the provision of the services described above, Manager shall be paid a Management Fee as set forth in Section 8 hereof.

**3. Term.** This Agreement shall be effective as of the 1st day of July, 2014, and shall continue in effect for five (5) years from such date or until the earlier termination of this Agreement in accordance with the provisions of Section 19 hereof. This Agreement may be renewed with the consent of both parties for up to two (2) consecutive terms of five (5) years each beyond the initial 5-year term.

**4. Personnel.** Except as otherwise required by law, all personnel engaged to operate the Project, other than those provided by the Town pursuant to section 10(c) below, shall be employed or otherwise contracted for by the Manager pursuant to this Agreement, which personnel will include personnel currently employed by Manager. All personnel costs shall qualify as Operating Costs (as defined in the Indenture) and shall be paid from Project Revenues pursuant requisition certificates properly submitted to the Trustee in accordance with the Indenture. Such personnel costs shall include compensation, employment taxes, worker's

compensation and employee benefits for employees employed at the Project. Subject to Section 1(d), any additional limitations imposed by this Agreement, the Asset Purchase Agreement or by applicable law, the Manager shall make all decisions regarding hiring, compensation, termination of employment, assignments, and discipline of personnel in its sole discretion, except as provided for in Section 10 herein.

**5. Purchase of the Project by the Town.** Under the Asset Purchase Agreement, the Town has agreed to cause the Bonds described therein to be delivered to the Seller in exchange for the Project. During the term of this Agreement, the Manager shall be responsible for taking all necessary steps to ensure that all responsibilities of the Town related to payment on the Bonds in accordance with Asset Purchase Agreement, the Installment Sale Agreement and the Indenture are fulfilled.

**6. Equipment and Supplies.** The Manager shall acquire or provide all equipment and supplies necessary for the operation of the Project. Except as otherwise agreed by the parties in writing, as between the Town and the Manager, all such equipment and supplies shall be the property of the Town.

**7. Financial Matters.**

(a) ***Funds.***

(i) Subject to Section 10 herein, the Town and the Manager hereby agree that, for so long as any Bonds remain outstanding under the Indenture, any and all Project Revenues shall be deposited into the Revenue Fund established under the Indenture, as and when received, consistent with the Assignment Agreement by and between the Manager and Trustee, and the Project Revenues shall be held and disbursed by the Trustee as provided in the Indenture.

(ii) The Manager shall have the right to requisition funds from the Operating and Maintenance Costs Fund, the Operating Reserve Fund and the Capital Expenditures Fund in accordance with the terms of the Indenture in order to pay the Operating Costs of the Project and expenses incurred pursuant to Section 10 hereof.

(b) ***Liability for revenue shortfalls or unbudgeted expenses.*** If Project Revenues received in any month are insufficient to pay the Operating Costs for the Project, the Manager will continue to operate the Project under this Agreement and shall pay any shortfalls from the Operating Reserve Fund, as such payments may be permitted under the Indenture. If the Operating Reserve Fund shall be depleted, then the Manager shall advance its own funds to cover any shortfalls of Project Revenues available to pay Operating Costs. The Town shall have no obligation, responsibility or liability for any Operating Costs associated with the Project. In the event that there shall be insufficient Project Revenues available, either from the Operating and Maintenance Costs Fund or the Operating Reserve Fund established under the Indenture, to pay the Operating Costs of the Project, and the Manager shall advance its own funds to cover any resulting shortfall as required by this Section, such shortfalls shall accumulate and shall be

reimbursed to the Manager in accordance with the Indenture if and to the extent that funds become available for the payment thereof.

(c) If, for any reason, during the term of this Agreement (i) the Bonds shall be paid in full and no Bonds shall be outstanding, (ii) the Town shall continue to be the owner of the Project and (iii) the Asset Purchase Agreement shall remain in force, the Town and the Manager shall negotiate in good faith an appropriate amendment to the foregoing provisions of this Section 7 and Section 8 below, to provide for appropriate provisions related to the cost of operating the Project and for the payment of a management fee to the Manager.

**8. Payment for Services.** The Manager shall be reimbursed from Project Revenues for all Operating Costs of the Project, in accordance with the Annual Budget and the Indenture, (i) incurred pursuant to this Agreement, (ii) incurred to comply with the terms of the Asset Purchase Agreement, or (iii) incurred to comply with the terms of the Installment Sale Agreement and the Indenture. In addition, subject to the availability of Project Revenues, the Manager will be entitled to receive, a periodic fixed fee (the "Management Fee") for its services hereunder during each period of time commencing on July 1 and ending on June 30 during the term of this Agreement (a "Period"). THE MANAGER UNDERSTANDS AND AGREES THAT ITS MANAGEMENT FEE IS NOT GUARANTEED AND THAT IT SHALL BE PAYABLE ONLY TO THE EXTENT THAT THERE SHALL BE SURPLUS PROJECT REVENUES FOLLOWING THE PAYMENT OF DEBT SERVICE ON THE BONDS, OPERATING COSTS AND THE OTHER FEES AND EXPENSES HAVING A PRIORITY OVER THE PAYMENT OF MANAGEMENT FEES TO THE MANAGER AS PROVIDED FOR IN THE INDENTURE. The Management Fee shall be paid in twelve equal monthly installments on the first calendar day of each month during such Period, commencing August 1, 2014, as provided in Schedule 1. Requests for payment of the Management Fee shall be made to the Trustee for payment in accordance with the Indenture. In the event that there shall be insufficient funds available to pay the Manager its Management Fee in any given month, any shortfall in the payment of the Management Fee to the Manager shall accumulate and shall be reimbursed to the Manager in accordance with the Indenture if and to the extent that funds become available for the payment of accumulated arrearages in the payment of the Management Fee.

**9. Designation of Representatives.** To facilitate decisions by the Manager and the Town relating to the Project, the Manager agrees to designate a representative (the "Manager Designated Representative") to act as a liaison between the Manager and the Town. The Manager Designated Representative shall be available at all reasonable times to serve as such liaison, it being the intention of this Section 9 to provide the Town with one individual as the Manager's principal representative with respect to the Project. The initial Manager Designated Representative shall be George H. Johnson. The Manager Designated Representative may be changed at any time by the Manager giving notice as provided in Section 26 hereof. The Town shall also designate a representative (the "Town Designated Representative") to act as a liaison between the Town and the Manager with respect to the Project. The Town Designated Representative shall be available at all reasonable times to serve as such liaison, it being the intention of this Section 9 to provide the Manager with one individual as the Town's principal

representative with respect to the Project. The initial Town Designated Representative shall be Charles Montoya. The Town Designated Representative may be changed at any time by the Owner giving notice as provided in Section 26 hereof.

## **10. Transition of Management.**

(a) **Intent.** It is the intention of the parties to transition the management of the Project from the Manager to the Town during the last half of the initial five (5) year term of this Agreement. During the first half of the initial term of this Agreement, the Manager shall provide all staff, materials, supplies and other services needed to operate the Project which shall be paid from the Project Revenues as set forth in the Installment Sale Agreement, the Indenture and Sections 2(k), 4 and 7 hereof. During the last half of the initial term of this Agreement, the Town will progressively assume a more direct role in managing and operating the Project which transition will be detailed in a transition agreement (the "Transition Agreement") to be drafted and approved by the Town and the Manager as more fully set forth below.

(b) The Recitals are adopted and restated in this Section 10 by this reference.

(c) In order to help expedite the transition of the management of the Project from the Manager to the Town, the Town agrees to designate professionals and/or Town employees with reasonably appropriate qualifications as (i) a finance manager (the "Finance Manager") to consult with and assist the Manager in the finance operations of the Project; (ii) a utility operations manager (the "Utility Operations Manager") to consult with and assist the Manager in the utility operations of the Project; and (iii) a customer service manager ("Customer Service Manager") to consult with and assist the Manager in the customer service operations of the Project. The Finance Manager, the Utility Operations Manager and the Customer Service Manager shall be employed by the Town. The cost of the employment of the Finance Manager, the Utility Operations Manager and the Customer Service Manager shall be reimbursed to the Town by the Manager as Operating Costs from the Project Revenues as to the percentage of their work time spent on the Project.

(d) Notwithstanding anything to the contrary contained in this Agreement, during the first half of the initial term of this Agreement, all operations of the Project shall be managed by the Manager upon consultation with and assistance from the Finance Manager, the Customer Service Manager and the Utility Operations Manager. Any issues arising from the Project during the first half of the initial term of this Agreement shall be resolved by the Town Designated Representative and the Manager Designated Representative. In the event of disagreement between the Town Designated Representative and the Manager Designated Representative, issues arising from the Project during the first half of the initial term of this Agreement shall be resolved by the Manager Designated Representative, unless the operations of the Project fail to meet or exceed budgeted projections contained in the Annual Budget, in which event any disagreements shall be resolved by the Town Designated Representative. During the last half of the initial term of this Agreement, all operations of the Project shall be managed by the Manager, upon consultation with and assistance from the Finance Manager, the

Customer Service Manager and the Utility Operations Manager, subject to the terms of the Transition Agreement. All issues arising from the Project during the last half of the initial term of this Agreement shall be resolved by the Town Designated Representative and the Manager Designated Representative. In the event of disagreement between the Town Designated Representative and the Manager Designated Representative, issues arising from the Project during the last half of the initial term of this Agreement shall be resolved by the Town Designated Representative; provided, however, the terms of Section 7(b) herein do not apply to any revenue shortfalls or unbudgeted expenses resulting from any issues arising from the Project which were resolved by the Owner Designated Representative over the objection of the Manager Designated Representative.

(e) On or before July 1, 2014 and July 1, 2015, the Manager shall provide the Town Designated Representative and the Trustee with a detailed budget in substantially the form of the budget set forth in Exhibit B hereto for the operation of the Project (the "Annual Budget"). The Manager and the Town Designated Representative shall work in good faith to agree upon the Annual Budget. The Annual Budget shall be consistent with past practices of the Manager, taking into account growth, changes in costs and any other agreed upon expenditures. The Annual Budget shall be presented to the Town for adoption on or before July 1st of each year. Beginning July 1, 2016, the Town Designated Representative shall prepare the Annual Budget and provide the Annual Budget to the Manager for approval and shall provide a copy thereof to the Trustee as required by the Indenture.

(f) During the first half of the initial term of this Agreement, the Manager, the Finance Manager, the Customer Service Manager and the Utility Operations Manager shall prepare the Transition Agreement which shall detail the transition of management and operation of the Project to the Town during the final half of the initial term of this Agreement. The Transition Agreement is subject to the approval and the consent of the Town and the Manager.

(g) The Transition Agreement shall contain terms and plans detailing the timing and sequencing of the Town's assumption of management responsibilities, including but not limited to, transitioning discreet management functions to the Town; transitioning employees to the Town; providing for hiring preferences for all qualified employees of the Manager; development of all systems needed to operate the Project in a manner consistent with the Asset Purchase Agreement, the Installment Sale Agreement and the Indenture; providing for a plan for the transition of procurement of items needed for operation of the Project from the Manager to the Town; providing for any changes needed in the Town's codes, policies or procedures in order to operate the Project; providing for needed capital and operational reserves for the Project in addition to those required by the Asset Purchase Agreement, the Installment Sale Agreement and the Indenture; providing for insurance for the operation of the Project, as required by the Installment Sale Agreement and the Indenture; implementation of Town policies and procedures during the transition period, development of a budget for any excess expenses incurred by the Manager and the Town as a result of implementing the Transition Agreement and a source of monies for such excess expenditures; development of

policies, guidelines and thresholds for the transfer to the Town of Project Revenues not required to be maintained by the Trustee under the Indenture; and other matters deemed necessary or desirable in order to effectuate a smooth transition of management and functions.

(h) Nothing in this Agreement prohibits the Town from exercising its options to have the Manager continue after the Initial Term or pursuant to Paragraph 19.

**11. Intellectual Property.** As between the Manager and the Town, all rights of any nature, including, without limitation, any copyrights and any trademark or service mark rights (together with any goodwill appurtenant thereto) (“Rights”) in and to business or administrative materials created by the Manager, and all rights in and to materials created, adapted or modified by the Manager for use in connection with the Project, shall be owned exclusively by the Town. As between the Manager and the Town, all Rights in and to materials created, adapted or modified by the Town employees for use in connection with the Project shall be owned exclusively by the Town. As between the Manager and the Town, all Rights in and to materials created, adapted or modified jointly by the Town employees and the Manager for use in connection with the Project shall be owned jointly by the Town and the Manager and shall be used solely in connection with the operation of the Project during the term of this Agreement, except as otherwise agreed in writing by the Town and the Manager. Without limiting any of the foregoing, however, the Manager hereby grants to the Town a non-exclusive license, for the term of this Agreement, of the Rights in and to all business and administrative materials owned by or licensed to the Manager and used in connection with the Project; provided, however, that such license shall extend only to such uses as are necessary for the operation of the Project and shall not permit any publication, re-sale, sub-license, distribution or other use of such materials for any other purpose.

**12. Insurance.** During the term of this Agreement, the Manager will provide insurance as required by the Installment Sale Agreement and the Indenture and shall at all times have an adequate plan of insurance. Although the parties agree that the insurance currently provided for by the Manager is adequate, the Town reserves the right, at its cost and expense, to procure such additional insurance for the Project as it, in its sole discretion, determines to be necessary. In such case, the insurance provided by the Town shall be secondary to the insurance provided by the Manager. The Manager will purchase and maintain insurance and cause its subcontractors to purchase and maintain throughout the term of this Agreement, all insurance coverages by insurers acceptable to the Town and as required by the Asset Purchase Agreement, the Installment Sale Agreement and the Indenture, including insuring the value of the Project at 100% replacement cost. The Manager shall comply with all provisions of the Asset Purchase Agreement with respect to performance bonds, insurance and indemnification.

The cost of such insurance and performance bonds purchased and maintained by the Manager will be included in Operating Costs and shall be paid from Project Revenues. Upon request of the Town, the Manager will provide evidence satisfactory to the Town of such insurance, including without limitation certificates of insurance and copies of such insurance policies or performance bonds.

The Town and the Trustee, shall be named as an additional insureds under all liability insurance policies purchased and maintained by the Manager, and the Trustee shall be named as insured loss payee on all property and casualty insurance policies consistent with the requirements of the Installment Sale Agreement and the Indenture.

In the event that the Town obtains insurance that covers the Project, the Town and the Manager shall cooperate to avoid excess insurance expenses.

**13. Cooperation.** The Town agrees to cooperate with Manager, at no material expense to the Town, in filing all forms, notification, reports and information in obtaining all consents, authorizations and approvals required or desirable in connection with this Agreement. The Town agrees to act reasonably promptly in the event of an emergency or in the event that a major decision with respect to any aspect of the Project must be made immediately. The Town also agrees to enter into agreements and contracts, either solely or in conjunction with the Manager, when reasonably necessary due to the Town's ownership of the Project.

**14. Records.** The Manager shall keep current, complete and accurate books, accounts and records in connection with the operation and management of the Project. The original records necessary for the operation and management of the Project shall be the property of the Town, but shall be in the possession of the Manager during the term of this Agreement. The Manager and the Town shall both be entitled to copies of such records at any time. All books, accounts and records shall be retained in accordance with the Town's record retention policy and state law, subject to any additional requirements which may be set forth in the Asset Purchase Agreement, the Installment Sale Agreement or the Indenture.

**15. Confidentiality.** The Manager shall maintain all confidential personnel and contractor records in the manner required by law and shall obtain all necessary approvals and consents for access to such records. The Town agrees to cooperate with and assist the Manager in obtaining such approvals and consents; however, the Town and the Manager acknowledge that public record laws and court decisions related thereto may require disclosures of certain or all information and documents contemplated by this Agreement.

**16. Representations and Warranties of the Manager.** The Manager represents and warrants that it is an Arizona limited liability company in good standing and that the undersigned has full limited liability company authority to execute this Agreement on behalf of the Manager; that it holds, and will continue to hold, any necessary licenses and/or permits which are necessary to enable it to provide the services rendered hereunder; and that the performance of the terms and conditions of this Agreement will not constitute a violation of the governing documents or other agreements or obligations of the Manager.

**17. Representations and Warranties of the Town.** The Town represents and warrants that it is an Arizona municipal corporation in good standing, that the undersigned has full corporate authority to execute this Agreement on behalf of the Town, and that the performance of the terms and conditions of this Agreement will not constitute a violation of the articles of incorporation, bylaws, governing documents or other agreements or obligations of the Town.

**18. Indemnification.**

(a) ***Indemnification of the Town by the Manager.*** The Manager shall defend in any action at law, indemnify and hold the Town and/or their attorneys, directors, supervisors, officials, agents, advisors, and employees (the “Indemnified Parties”) harmless for, from and against:

(i) Claims arising from:

(A) A breach or default on the part of the Manager in the performance of this Agreement;

(B) A claim or loss for services rendered by the Manager, or by any person or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement;

(C) A claim or loss to any person injured or property damaged from the acts or omissions of the Manager, its officers, agents, or employees in the performance of this Agreement;

(D) A failure by the Manager, its officers, directors, agents, or employees to observe the Constitution, laws, regulations, ordinances or orders of the United States, the State of Arizona, Pinal County, Arizona or the Town; and

(E) A claim or loss proximately caused or permitted by the Manager’s negligent management or operation of the Project.

(ii) Costs, reasonable attorney’s fees, expenses, and liabilities incurred in or about such claim, action, or proceeding brought thereon.

Said indemnification shall not be applicable to any claim, injury, death or damage to property arising out of any act or omission on the part of the Indemnified Parties or independent contractors (other than Manager) who are directly responsible to the Town. Further, said indemnification will not be applicable to any and all events, circumstance, or occurrences which occur at the Project after the expiration of this Agreement.

In case any action or proceeding is brought against the Indemnified Parties by reason of any above listed claim, the Manager, upon notice, shall defend against such action. Notice under this section shall be given to the Manager within thirty (30) days of receipt of same. Neither the Manager nor the Town will enter into any settlement with respect to any claim without first obtaining approval of the other party.

(b) ***Indemnification of the Manager by the Town.*** To the extent permitted by law, the Town shall indemnify and hold the Manager, its officers, directors, attorneys, advisors, agents and employees harmless for and against:



(i) A breach or default on the part of the Town in the performance of this Agreement;

(ii) A claim or loss to any person injured or property damaged from the acts or the omissions of the Town, its officers, directors, agents, attorneys, advisors, or employees (other than the Manager and its directors, officers, agents or employees) in the performance of this Agreement; and

(iii) A failure of the Town, its officers, directors, attorneys, agents, advisors, or employees to observe the laws of the United States, the State of Arizona, Pinal County, Arizona and the Town.

**19. Termination.** So long as the Bonds are outstanding, the Manager shall not be terminated until a replacement Manager is approved by the written consent of the holders of a majority in aggregate principal amount of the Bonds. Subject to such limitations, this Agreement may be terminated under the following circumstances:

(a) By the Town at any time beginning July 1, 2019, without penalty or need to show cause unless this Agreement is renewed in accordance with Section 3 hereof;

(b) By mutual written consent of the parties

(c) After written notice is provided to the Manager by the Town specifying a breach of this Agreement or a failure by the Manager to perform under this Agreement and requesting that such breach or failure be remedied by the Manager, the Manager has failed to cure such breach or failure within 30 days, except that if a breach or failure is not capable of being cured within such 30 day period the Manager shall be given additional time, not to exceed a maximum of 90 days from the date of the original written notice from the Town, to remedy such breach or failure so long as the Manager has timely commenced remedying such breach or failure within the 30 day period and thereafter diligently proceeds to cure the breach or failure.

**20. Effect of Termination.** In the event this Agreement is terminated by either party under Section 19 hereof, the Manager shall be under no further obligation to begin, continue or complete any undertakings or activities contemplated by this Agreement. The termination of this Agreement shall in no way affect or impair any right which has accrued to either party hereto prior to the date when such termination shall become effective. In order to facilitate an orderly transition, the parties agree that in the event of any such termination, the parties shall reasonably cooperate with each other to develop a mutually agreeable transition plan to assure minimal disruption in the business of the Project.

**21. Amendment.** This Agreement may be amended only by a written instrument executed on behalf of both the Manager and the Town.

**22. Force Majeure.** Notwithstanding any other provision of this Agreement, neither party hereto shall be liable for any delay in performance or inability to perform due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident; or

without limiting the foregoing any circumstances of like or different character beyond its reasonable control; or labor trouble from whatever cause arising; or compliance with any order, direction or request of any governmental officer, deputy or agency.

**23. Relationship of the Parties.** The relationship of the Manager and the Town hereunder shall be solely that of independent contractors and nothing herein shall be construed to create or imply any relationship of employment, agency or partnership or any relationship other than that of independent contractors. The Manager and the Town acknowledge and agree that each of them is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

**24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflict of laws.

**25. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof.

**26. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if: (i) delivered by hand, (ii) sent by overnight courier service, or (iii) sent by certified or registered mail, postage prepaid, return receipt requested, to the party to whom such notice is intended to be given at the addresses set forth herein. Any notice delivered in the manner provided above will be deemed given at the time of receipt. Until changed by notice in the manner provided above, the addresses of the parties are as follows:

If to Town:                      Town of Florence  
    775 North Main Street  
    P.O. Box 2670  
    Florence, Arizona 85132  
    Attn: Town Manager

with a copy to:                  Florence Town Attorney  
    775 North Main Street  
    P.O. Box 2670  
    Florence, Arizona 85132

If to Manager:                  Johnson Utilities, L.L.C.  
    5230 East Shea Boulevard  
    Suite 200  
    Scottsdale, Arizona 85254  
    Attention: George H. Johnson, Manager

with a copy to: Gary A. Drummond, Esq  
Sallquist & Drummond, P.C.  
1430 East Missouri Avenue  
Suite B-125  
Phoenix, Arizona 85014

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail shall be deemed to have been given on the date it is received.

**27. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one original.

**28. Invalidity.** If any provision of this Agreement, including without limitation any grant of authority by the Town to the Manager, is held to be invalid, unlawful or unenforceable, such provision shall be revised or applied in a manner that tenders it valid, lawful and enforceable to the fullest extent possible. In such event, the parties agree to use their best efforts to revise or apply such provision in accordance with the intent of this Agreement. The invalidity of any particular provision of this Agreement shall not affect any other provision hereof.

**29. Assignment.** Except as provided below, neither the Manager nor the Town shall assign any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that the Manager may, with the written consent of the Town, assign or subcontract performance of (but not responsibility for) any duties and obligations of the Manager hereunder in a manner consistent with the Asset Purchase Agreement as provided above. The Manager may, upon 60-day notice to, without the written consent of the Town, assign all of its rights and obligations hereunder to any entity legally affiliated with the Manager, without, however, releasing Manager from its obligations hereunder in connection with the Project. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors, heirs and assigns of the respective parties hereto.

**30. Waiver.** No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision. No such waiver shall be binding unless it is in writing and no waiver will be held to continue unless otherwise expressly stated by the party waiving the provision.

**31. Survival.** The provisions contained in Sections 7(b) (Liability for Revenue Shortfalls or Unbudgeted Expenses), 8 (Payment for Services), 11 (Intellectual Property), 18 (Indemnification), and 20 (Effect of Termination), shall survive the termination of this Agreement and remain in full force and effect.

**32. Further Assurances.** In order to more fully assure each party of the benefit of contracting hereunder, each party agrees to deliver to the other party such confirmations of fact,

records, certificates, instruments of assignment and other documents and things as may be reasonably requested by the other party to carry out the purposes of this Agreement.

**33. Manager Liability for Prior Occurrences.** The Manager shall remain solely responsible for any losses or costs resulting from litigation pending at the time this Agreement becomes effective or for lawsuits arising thereafter relating to events or conditions which occurred or existed prior to the effective date of this Agreement. Owner agrees to cooperate with the Manager, at no material expense to Owner, in the defense of such suits, if any.

**34. [INTENTIONALLY DELETED]**

**35. Nonrecourse Obligation.** Any obligations of the Town hereunder are nonrecourse and are limited solely to the Project Revenues and any moneys received by the Trustee pursuant to the Asset Purchase Agreement, or through funds made available pursuant to the Indenture or any insurance policies.

**36. Disclaimer Regarding the Condition of the Property.**

THE MANAGER IS FAMILIAR WITH THE PROJECT, AND IS AND WILL BE RELYING SOLELY ON ITS OWN INSPECTION OF THE PROJECT IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT. THE MANAGER SHALL ASSUME THE RISK THAT ADVERSE MATTERS CONCERNING THE PROJECT MAY NOT HAVE BEEN REVEALED BY THE MANAGER'S INSPECTION OF THE PROJECT. THE TOWN HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED CONCERNING OR WITH RESPECT TO THE PROJECT DESCRIBED HEREIN, INCLUDING COVENANTS, AGREEMENTS, OR GUARANTIES CONCERNING (A) THE NATURE, QUALITY OR CONDITION OF THE PROJECT OR ANY OF THE PROPERTIES OR EQUIPMENT THEREIN; (B) THE SUITABILITY OF THE PROJECT OR ANY OF THE FIXTURES OR EQUIPMENT THEREIN FOR ANY USE OR PURPOSE; OR (C) THE MERCHANTABILITY OF THE PROJECT OR ANY OF THE PROPERTIES OR EQUIPMENT THEREIN. THE MANAGER HEREBY ACCEPTS THE PROJECT DESCRIBED IN ITS EXISTING CONDITION, "AS IS," WITH ALL FAULTS AND DEFECTS OF ANY NATURE WHATSOEVER. THE MANAGER SHALL NOT HAVE ANY RIGHT TO RECOURSE AGAINST THE TOWN ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY THE MANAGER WITH REGARD TO ANY OF THE PRECEDING MATTERS.

**37. Miscellaneous.** The recitals and preamble to this Agreement are a substantive part hereof and shall be interpreted and given effect as such and are incorporated into this Agreement by this reference.

**38. Notice of A.R.S. Section 38-511 - Cancellation.** Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Agreement under the law of the State of Arizona.

**39. Compliance with Laws.** In the provision of the services required by this Agreement, Manager agrees to comply with all applicable federal, state and local laws.

(a) Pursuant to the provisions of A.R.S. §41-4401, the Manager warrants to the Town that to its knowledge, the Manager and all of its subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees, and also with the E-Verify Program under A.R.S. §23-214(A). The Manager acknowledges that a breach of this warranty by the Manager or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. The Town retains the legal right to inspect the immigration documents of any employee of the Manager or any subcontractor who works on this Agreement or in connection with its subject matter to ensure compliance with this warranty.

(b) The Town may conduct random verification of the employment records of the Manager and any of its subcontractors to ensure compliance with this warranty.

(c) The Town will not consider the Manager or any of its subcontractors in material breach of the foregoing warranty if the Manager and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify Program requirements prescribed by Arizona Revised Statutes § 23-214(A).

(d) The foregoing provisions set forth in subsections (a) through (c) above regarding immigration status must be included in any contract the Manager enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. As used herein, “services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Management Agreement to be duly executed as of the date first above written.

**TOWN:**

THE TOWN OF FLORENCE, ARIZONA,  
an Arizona municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANAGER:**

JOHNSON UTILITIES, L.L.C.,  
an Arizona limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE 1

MANAGEMENT FEES

| <u>Period</u>                  | <u>Management Fee</u> |
|--------------------------------|-----------------------|
| _____ 1, 2014 – _____ 31, 2015 | \$500,000.00          |
| _____ 1, 2015 – _____ 31, 2016 | \$500,000.00          |
| _____ 1, 2016 – _____ 31, 2017 | \$500,000.00          |
| _____ 1, 2017 – _____ 31, 2018 | \$500,000.00          |
| _____ 1, 2018 – _____ 31, 2019 | \$500,000.00          |

**EXHIBIT A**  
**TOWN ORDINANCES, RULES AND REGULATIONS**



**EXHIBIT B**

**FORM OF ANNUAL BUDGET**

**Revenues**

Revenues

Establishment Fees

Other Water Revenues

Interest Revenues

**Total Revenues**

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**Operating Expenses**

Salaries and Wages

Purchased Water

Purchased WW Treatment

Sludge Removal

Purchased Power

Chemicals

Repairs and Maintenance

Office Supplies and Expense

Legal

Accounting

Engineering

Management & Operations Cost

Management OH Fee

Maintenance

Other

Water Testing

Rents

Leases - Ground

Transportation Expenses

Insurance - General Liability

Insurance - Health and Life

Miscellaneous Expense

Interest on Customer Deposits

**Total Operating Expenses**

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**Operating income**

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# TOWN OF FLORENCE

## Community Development Department

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### MEMO

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

From: Mark Eckhoff, AICP, Community Development Director

Date: April 3, 2014

Re: 15 Month Milestones

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Major Community Development milestones for past 15 months:

- Ongoing residential and non-residential permitting activity per attached permit spreadsheet.
- Full implementation of SmartGov permitting software and regulatory compliance protocols.
- Design approval and permitting for new Anthem at Merrill Ranch ballpark improvements.
- Drafted and adopted revised Design Review procedures.
- Initiated and presented Tierra Del Sol RV Resort setback variance, which was approved by the BOA.
- Obtained donation of Cuen building to expedite appropriate actions on this building.
- Filled Building Inspector position. Continue to recruit for qualified Senior Building Inspector.
- Facilitated purchase of Padilla property.
- Obtained donated engineering, survey, planning and design services for Padilla Park.
- Prepared RFQ for Padilla Park, completed interviews and obtained Council approval to enter into Design-Build Construction Services contract with Haydon Building Corp. to complete Padilla Park. Providing project management on this project.
- Initiated restoration and contract efforts on Brunenekant building and turned over to Public Works for Project Management.
- Ongoing participation and project management on ADOT N-S Corridor and Passenger Rail studies.
- Ongoing involvement with plans for new Johnson Ranch Estates development, including drafting of the revised Development Agreement along with the Town Attorney.

- Ongoing implementation of Territory Square development including obtaining FEMA approval of CLOMR on Town's 40 acre site, submittal of CLOMR on entire project site to FEMA, acquisition of roadway easement for extension of Main Street, preparation of library RFQ with others and pursuing contract for pre-LOMR grading work on 40 acre site.
- Ongoing efforts related to pending Magic Ranch and Arizona Farms annexations including: development of annexation boundaries; public and stakeholder outreach and education; coordination with county and stakeholders; conducting of work sessions and public meetings; development of new comparable zoning district for Wild Horse Estates; processing of multiple GPA and zoning actions; ongoing Pre-Annexation and Development Agreement negotiations and drafting of such agreements with the Town Attorney; and providing assistance with the collection of signed annexation petitions.
- Updated DC Zoning District Ordinance for downtown and working to apply this to multiple properties in the historic core.
- Leading discussions with SWVP regarding donation of land adjacent to Poston Butte for future park trailhead and access.
- Facilitating PCFCU's move to new facility (former Big O Tires site) and Community Development's move to former PCFCU facility along with IT.
- Continued work on multiple controversial proposed MMD CUP applications.
- Completed entitlement changes to Merrill Ranch PUD to incorporate a portion of Merrill Ranch near Felix Road and Hunt Highway into the Anthem at Merrill Ranch development in order to expedite continued addition of rooftops.
- Facilitating the development of a new restaurant inside the Anthem at Merrill Ranch development.
- Completed the Anthem Leadership Academy charter school, which plans to be open for 2014-15 school year.
- Facilitated new developments at Windmill Winery with owner and administratively deferred a percentage of Development Impact Fees to Final CO to assist with capital expenditures.
- Working with CCA on additional right-of-way abandonments adjacent to their expansion site.
- Processing Redstone Ranch annexation and rezoning.
- Assisted with completion of new Fire Station 2 project and assisting with relocation of buildings from the temporary Fire Station 2 site.
- Provided deposition on Florence Copper case regarding use of administrative building.
- Provided testimony in Florence Copper case regarding ADEQ APP case on State land parcel.
- Issued Final CO to new Florence Super Stop gas station and convenience store in downtown Florence.
- Closed out outstanding work on the National Bank of Arizona project with ADOT, APS and the bank.
- Took lead in helping with American Legion grant funded building improvements.
- Assisted Parks and Recreation department with 2014 Historic Home Tour.
- Completed Bail Bonds/Hobby Shop zone change.

- Installed new historic markers downtown.
- Helping Pinal Market and Windmill Winery with proposed building mural project.
- Reviewed and processed new preliminary and final plats for Anthem at Merrill Ranch and Monterra.
- Participated in MPO discussions and ultimate decision to join the MAG MPO. Engaging with MPO on possible future transportation planning projects.
- The Community Development Director obtained the CFM (Certified Floodplain Manager) designation.
- The Director and Town Planner attended the 2013 annual Historic Preservation conference along with the HDAC and Vice Mayor Smith. The Town received grant funds to attend this very worthwhile conference.
- In April of 2013 the Community Development Director represented the Town and the Arizona Chapter of the American Planning Association (APA) at the National APA conference in Chicago. The majority of the expenses related to this event were covered personally and by the Arizona Chapter of the APA.
- As President of the Arizona Chapter of the American Planning Association the Community Development Director helped organize and participated in a very successful and well-attended 2013 annual conference in Scottsdale, AZ. The majority of the expenses related to this event were covered personally and by the Arizona Chapter of the APA.
- The Community Development Director was invited to attend the Urban Land Institutes (ULI) Arizona Trend's Day event in February 2014. ULI provided a scholarship to attend this one day event.
- The Community Development Director was on a Career Fair panel in April 2014 to help mentor students and upcoming professionals in ASU's School of Geographical Sciences and Planning.

Major Goals on the horizon:

1. Ongoing implementation of Territory Square project, particularly master planning and development efforts related to Town's 40 acre site. Also, to look for opportunities to tie in Town's development efforts with those of the Windmill Winery and others, which should include transportation enhancements, along with branding and marketing efforts.
2. Work to set further refine the NS Corridor and Passenger Rail Corridor with ADOT and all stakeholders.
3. Continue to look for opportunities to streamline the development process, including through the modification of codes, adjustments of fees, proper use of Infill Incentive District and/or through other means.
4. Work to complete all pending annexations and related efforts. Also, look for opportunities for additional annexations.
5. Work to support growth, development and redevelopment opportunities throughout Florence, including the expansion of the AMR project and first phases of Johnson Ranch Estates.
6. Complete Padilla Park and help with other improvements to revitalize the core.
7. Continued efforts, as applicable, on all of the above bullet points.

## TOWN OF FLORENCE Building Permits for 2005 Thru 2014

| Month        | SFR 2005   | SFR 2006   | SFR 2007   | SFR 2008   | SFR 2009   | SFR 2010   | SFR 2011   | SFR 2012   | SFR 2013   | SFR 2014  | M/F 2005 thru 2013 | M/F 2014 | M/H 2005  | M/H 2006  | M/H 2007  | M/H 2008  | M/H 2009  | M/H 2010  | M/H 2011  | M/H 2012 | M/H 2013 | M/H 2014 | C/I 2005  | C/I 2006  | C/I 2007  | C/I 2008  | C/I 2009  | C/I 2010  | C/I 2011  | C/I 2012  | C/I 2013  | C/I 2014 | Other 2005 | Other 2006 | Other 2007 | Other 2008 | Other 2009 | Other 2010 | Other 2011 | Other 2012 | Other 2013 | Other 2014 |  |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|--------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| Jan.         | 1          | 6          | 29         | 51         | 1          | 20         | 4          | 7          | 20         | 16        | 0                  | 0        | 1         | 3         | 4         | 3         | 1         | 2         | 1         | 1        | 0        | 1        | 0         | 0         | 1         | 5         | 0         | 0         | 1         | 0         | 0         | 0        | 30         | 13         | 28         | 23         | 42         | 33         | 32         | 32         | 35         | 61         |  |
| Feb.         | 3          | 53         | 27         | 46         | 0          | 23         | 5          | 7          | 10         | 8         | 0                  | 0        | 0         | 4         | 5         | 3         | 2         | 3         | 0         | 2        | 0        | 0        | 0         | 1         | 2         | 2         | 3         | 3         | 0         | 2         | 0         | 2        | 21         | 3          | 27         | 28         | 22         | 33         | 22         | 30         | 27         | 50         |  |
| Mar.         | 13         | 51         | 58         | 48         | 3          | 29         | 5          | 8          | 20         | 14        | 0                  | 0        | 3         | 6         | 6         | 4         | 2         | 1         | 2         | 0        | 2        | 1        | 0         | 4         | 3         | 3         | 5         | 1         | 2         | 1         | 1         | 4        | 16         | 20         | 32         | 29         | 44         | 12         | 34         | 30         | 48         | 35         |  |
| April        | 2          | 38         | 36         | 50         | 23         | 17         | 26         | 4          | 27         |           | 0                  |          | 2         | 9         | 5         | 1         | 0         | 1         | 4         | 0        | 0        |          | 0         | 1         | 2         | 7         | 1         | 4         | 3         | 2         | 3         |          | 12         | 10         | 16         | 30         | 48         | 29         | 32         | 20         | 38         |            |  |
| May          | 1          | 50         | 53         | 53         | 33         | 24         | 16         | 20         | 14         |           | 0                  |          | 3         | 13        | 1         | 0         | 1         | 1         | 1         | 1        | 1        |          | 0         | 3         | 3         | 9         | 1         | 0         | 2         | 1         | 1         |          | 12         | 10         | 26         | 14         | 14         | 28         | 31         | 33         | 41         |            |  |
| June         | 5          | 90         | 52         | 52         | 28         | 23         | 11         | 22         | 15         |           | 0                  |          | 4         | 4         | 2         | 0         | 2         | 2         | 1         | 0        | 0        |          | 0         | 2         | 2         | 1         | 2         | 1         | 4         | 0         | 6         |          | 19         | 12         | 21         | 33         | 27         | 33         | 23         | 35         | 19         |            |  |
| July         | 3          | 32         | 54         | 57         | 35         | 15         | 5          | 12         | 11         |           | 0                  |          | 2         | 5         | 1         | 0         | 0         | 1         | 0         | 0        | 0        |          | 0         | 2         | 3         | 2         | 1         | 0         | 6         | 6         | 1         |          | 9          | 16         | 22         | 36         | 26         | 14         | 17         | 24         | 24         |            |  |
| Aug.         | 0          | 19         | 32         | 38         | 16         | 6          | 13         | 12         | 19         |           | 0                  |          | 1         | 1         | 3         | 0         | 0         | 0         | 1         | 0        | 0        |          | 0         | 0         | 0         | 9         | 3         | 1         | 1         | 1         | 4         |          | 5          | 10         | 28         | 27         | 28         | 15         | 19         | 23         | 39         |            |  |
| Sept.        | 35         | 6          | 1          | 31         | 10         | 6          | 7          | 14         | 8          |           | 0                  |          | 2         | 2         | 1         | 0         | 1         | 0         | 0         | 0        | 0        |          | 1         | 1         | 3         | 2         | 1         | 0         | 6         | 0         | 1         |          | 11         | 16         | 9          | 38         | 23         | 20         | 17         | 18         | 28         |            |  |
| Oct.         | 2          | 16         | 21         | 23         | 11         | 5          | 7          | 12         | 14         |           | 0                  |          | 4         | 6         | 2         | 2         | 0         | 0         | 0         | 2        | 2        |          | 5         | 4         | 2         | 2         | 2         | 1         | 1         | 0         | 4         |          | 17         | 16         | 30         | 56         | 21         | 20         | 18         | 40         | 56         |            |  |
| Nov.         | 2          | 20         | 17         | 18         | 24         | 5          | 8          | 8          | 11         |           | 0                  |          | 4         | 2         | 2         | 1         | 0         | 3         | 1         | 0        | 0        |          | 9         | 1         | 3         | 4         | 2         | 0         | 0         | 1         | 1         |          | 19         | 35         | 16         | 30         | 33         | 37         | 41         | 33         | 41         |            |  |
| Dec.         | 33         | 26         | 31         | 0          | 17         | 0          | 5          | 12         | 13         |           | 0                  |          | 2         | 7         | 4         | 1         | 3         | 0         | 1         | 0        | 1        |          | 2         | 2         | 1         | 1         | 1         | 2         | 2         | 0         | 0         |          | 57         | 27         | 18         | 20         | 25         | 23         | 31         | 42         | 34         |            |  |
|              |            |            |            |            |            |            |            |            |            |           |                    |          |           |           |           |           |           |           |           |          |          |          |           |           |           |           |           |           |           |           |           |          |            |            |            |            |            |            |            |            |            |            |  |
| <b>Total</b> | <b>100</b> | <b>407</b> | <b>411</b> | <b>467</b> | <b>201</b> | <b>173</b> | <b>112</b> | <b>138</b> | <b>182</b> | <b>38</b> | <b>0</b>           | <b>0</b> | <b>28</b> | <b>62</b> | <b>36</b> | <b>15</b> | <b>12</b> | <b>14</b> | <b>12</b> | <b>6</b> | <b>6</b> | <b>2</b> | <b>17</b> | <b>21</b> | <b>25</b> | <b>47</b> | <b>22</b> | <b>13</b> | <b>28</b> | <b>14</b> | <b>22</b> | <b>6</b> | <b>228</b> | <b>188</b> | <b>273</b> | <b>364</b> | <b>353</b> | <b>297</b> | <b>317</b> | <b>360</b> | <b>430</b> | <b>146</b> |  |

1. SFR = New Single Family Residential Homes

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

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

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

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

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**MUNICIPAL COURT  
MEMORANDUM**

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



The Court has been busy processing citations and long forms filed by the Prosecutor's office. The monthly filings for the first 3 months are up 43% from last year.

This is the time of the year where the Court staff and Judge start attending the annual training classes. The staff are preparing for the first one which is next month that the Senior Court Clerk will attend at a 2 1/2 day conference.

May and June are the Judge's conferences and will start to process the paperwork through finance.

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

| VCS COLLECTIONS | F.A.R.E./T.I.P.S. |
|-----------------|-------------------|
| \$ -0-          | \$48,955.82       |

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

\$1,576.16

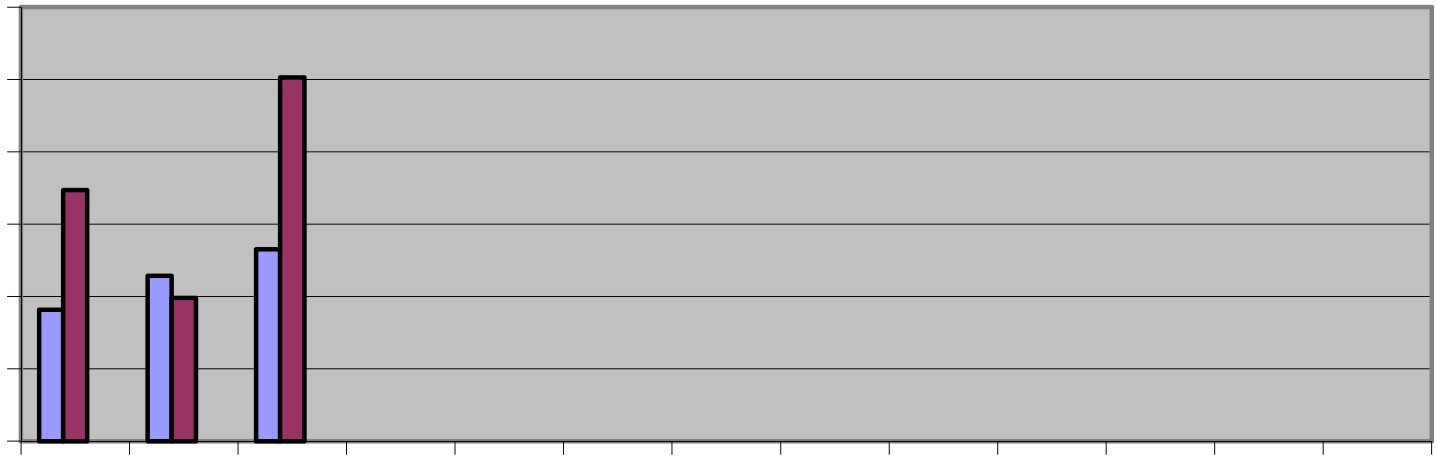
**MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR  
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4  
ASSESSMENT: YEAR 2014 TOTAL**

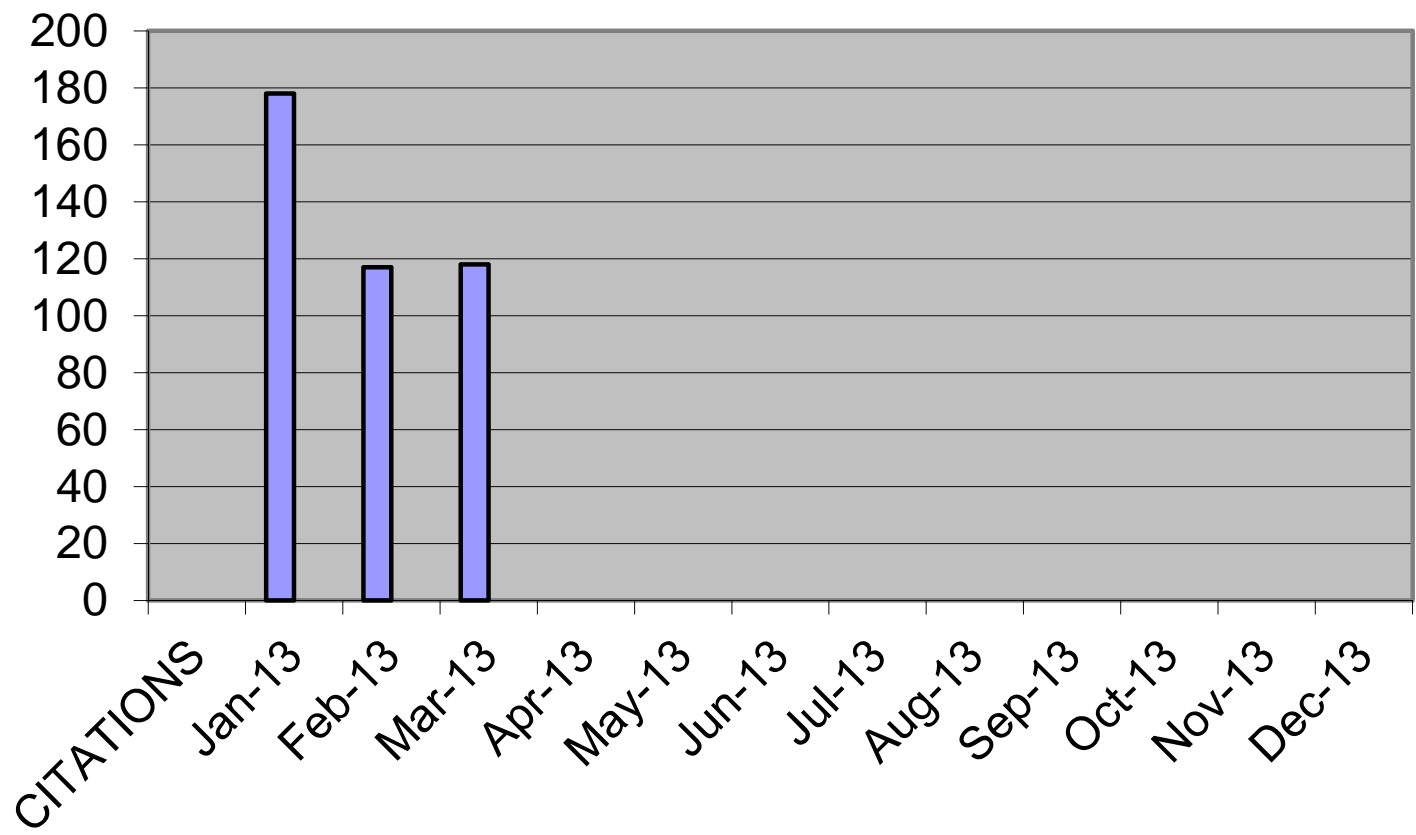
\$3,612.10

\$60,000.00  
\$50,000.00  
\$40,000.00  
\$30,000.00  
\$20,000.00  
\$10,000.00  
\$0.00

Jan-13  
Feb-13  
Mar-13  
Apr-13  
May-13  
Jun-13  
Jul-13  
Aug-13  
Sep-13  
Oct-13  
Nov-13  
Dec-13  
TOTALS

■ TOF& ■ TOTAL \$ ■ YEAR 2014





Series1  
Series2



# Finance Memorandum

**To:** Charles Montoya, Town Manager  
**From:** Mike Farina, Finance Director  
**Date:** 4/23/2014  
**Re:** Finance Department Report

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## **2014/15 Annual Budget and 2015-2019 Capital Improvement Program**

A draft of the Town Manager Recommended Proposed Annual Budget was delivered to Town Council on April 14 and discussed on April 23 in a Council Work Session. The draft 2015-2019 Capital Improvement Program was delivered to Town Council on April 23.

## **Accounting Manager Transition**

The transition of duties from the Finance Director to the Accounting Manager transition is complete. The Accounting Manager is now working with accounting staff to get them cross trained.

## **Travel Policy**

The revision to the Travel Policy is complete and was implemented effective April 1. A mandatory training program is under development.

## **Financial Report and Grants Activity Report**

Please see the attached March Monthly Financial Report and the Grants Activity Report. Six grant application submittals totaling \$1,009,491 are awaiting award notification.

## Monthly Financial Report March 2014

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

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

| Fund                  | Revenue              |                      |             | Expenditures         |                      |            |
|-----------------------|----------------------|----------------------|-------------|----------------------|----------------------|------------|
|                       | Budget               | Actual               | % Collected | Budget               | Actual               | % Expended |
| General               | \$ 12,443,899        | \$ 9,445,658         | 76%         | \$ 13,309,014        | \$ 8,453,620         | 64%        |
| Capital Improvement   | 1,180,000            | 837,918              | 71%         | 7,447,075            | 2,357,161            | 32%        |
| Highway User Revenue  | 2,601,737            | 1,710,660            | 66%         | 7,250,721            | 1,608,454            | 22%        |
| Construction Tax - 4% | 190,000              | 67,844               | 36%         | -                    | -                    | 100%       |
| Food Tax - 2%         | 230,000              | 146,739              | 64%         | -                    | -                    | 100%       |
| Town Water            | 2,962,100            | 2,009,598            | 68%         | 7,110,077            | 1,361,948            | 19%        |
| Town Sewer            | 4,691,652            | 2,599,807            | 55%         | 5,298,162            | 2,092,673            | 39%        |
| Sanitation            | 983,090              | 544,124              | 55%         | 828,119              | 577,192              | 70%        |
| <b>Total</b>          | <b>\$ 25,282,478</b> | <b>\$ 17,362,349</b> | <b>69%</b>  | <b>\$ 41,243,168</b> | <b>\$ 16,451,049</b> | <b>40%</b> |

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

### Development Impact Fee Collections and Expenditures

| Fee Fund                 | Beg. Fund Balance   | Fee Collected     | Interest         | Transfers In        | CIP                 | Professional Services | Ending Fund Balance |
|--------------------------|---------------------|-------------------|------------------|---------------------|---------------------|-----------------------|---------------------|
| 501 Sanitation           | \$ 45,317           | \$ -              | \$ 179           | \$ -                | \$ -                | \$ -                  | \$ 45,496           |
| 505 Transportation       | 667,966             | 74,012            | 2,845            | -                   | -                   | 233                   | 744,590             |
| 506 General Government   | 1,206,996           | -                 | 4,766            | -                   | -                   | 233                   | 1,211,529           |
| 508 Police               | 354,107             | 91,817            | 1,319            | -                   | 103,683             | 233                   | 343,327             |
| 509 Fire/EMS             | 1,789,931           | 103,839           | 2,860            | 1,295,749           | 3,011,147           | 233                   | 180,999             |
| 510 Parks                | 1,212,950           | 56,265            | 4,975            | -                   | -                   | 233                   | 1,273,957           |
| 511 Library              | 791,178             | 7,511             | 2,829            | -                   | -                   | 233                   | 801,285             |
| 596 Florence Water       | 110,203             | -                 | 279              | -                   | -                   | -                     | 110,482             |
| 597 Florence Sewer       | 356,012             | -                 | 1,059            | -                   | -                   | -                     | 357,071             |
| 598 North Florence Water | 9,513               | -                 | 525              | -                   | -                   | -                     | 10,038              |
| 599 North Florence Sewer | 12,173              | -                 | 44               | -                   | -                   | -                     | 12,217              |
| <b>Total</b>             | <b>\$ 6,556,346</b> | <b>\$ 333,444</b> | <b>\$ 21,680</b> | <b>\$ 1,295,749</b> | <b>\$ 3,114,830</b> | <b>\$ 1,398</b>       | <b>\$ 5,090,991</b> |

**Monthly Financial Report**  
**March 2014**

Comparison of General Fund Revenue and Expenditures Actual to Budget

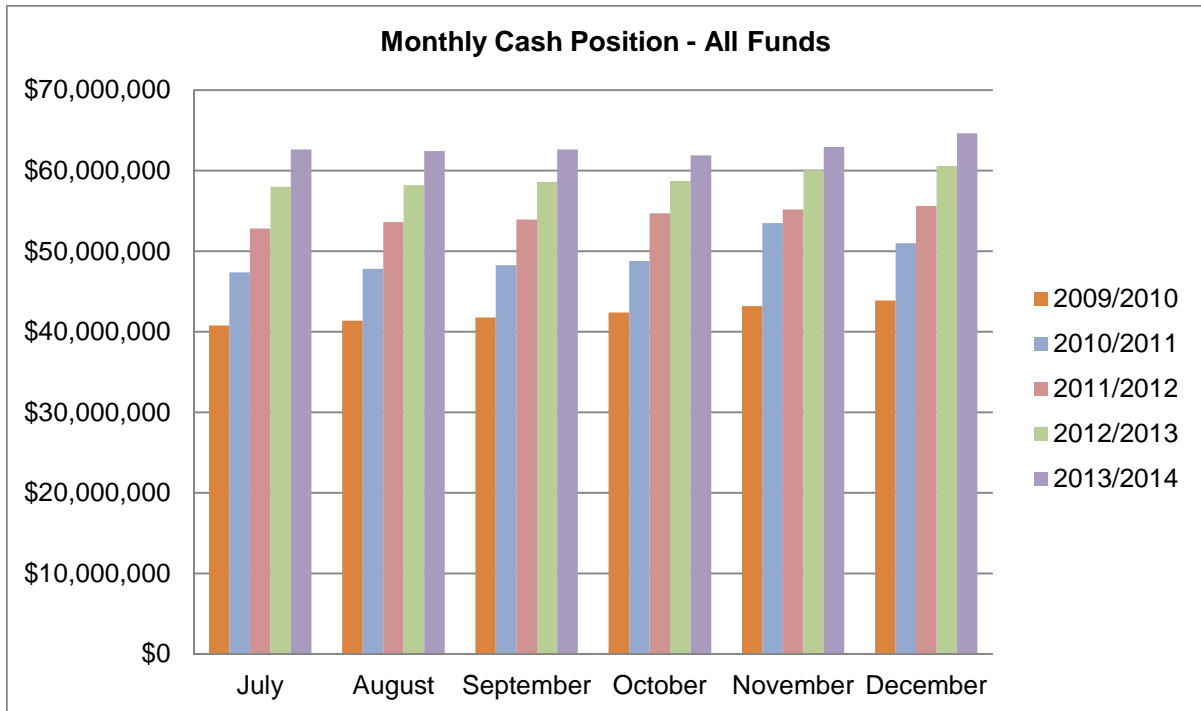
| <b>GENERAL FUND</b>                      | <b>Budget</b>        | <b>Actual</b>       | <b>Budget to Actual</b> |
|--|----------------------|---------------------|-------------------------|
| <b><u>Revenue by Category</u></b>        |                      |                     |                         |
| Taxes                                    | \$ 3,014,526         | \$ 2,073,424        | 68.8%                   |
| Licenses and Permits                     | 284,000              | 340,526             | 119.9%                  |
| Franchise Fees and Taxes                 | 420,180              | 305,870             | 72.8%                   |
| Intergovernmental                        | 6,174,993            | 4,412,787           | 71.5%                   |
| CE Inspection Fees                       | 120,000              | 1,334               | 1.1%                    |
| Civil Engineering Fees                   | 40,000               | 18,700              | 46.8%                   |
| Community Development Fees               | 122,000              | 82,167              | 67.4%                   |
| Charges-General Government               | 152,988              | 66,972              | 43.8%                   |
| Cemetery Fees                            | 17,500               | 8,939               | 51.1%                   |
| Public Safety-Police                     | 91,800               | 27,649              | 30.1%                   |
| Parks and Recreation                     | 63,150               | 68,789              | 108.9%                  |
| Fines and Forfeitures                    | 180,410              | 150,027             | 83.2%                   |
| Interest Earnings                        | 23,000               | 47,892              | 208.2%                  |
| Public Safety-Fire                       | 57,500               | 34,978              | 60.8%                   |
| Library                                  | 83,700               | 73,299              | 87.6%                   |
| Miscellaneous                            | 59,420               | 144,146             | 242.6%                  |
| Downtown Redevelopment                   | 8,280                | 4,614               | 55.7%                   |
| Government Access Channel                | 6,615                | 3,550               | 53.7%                   |
| Seniors Fees                             | 16,700               | 18,135              | 108.6%                  |
| Operating Transfer                       | 1,507,137            | 1,561,860           | 103.6%                  |
| <b>Total Revenue</b>                     | <b>\$ 12,443,899</b> | <b>\$ 9,445,658</b> | <b>75.91%</b>           |
| <b><u>Expenditures by Department</u></b> |                      |                     |                         |
| Town Council                             | \$ 152,324           | \$ 78,014           | 51.2%                   |
| Administration                           | 673,404              | 484,604             | 72.0%                   |
| Courts                                   | 278,448              | 177,432             | 63.7%                   |
| Legal                                    | 255,460              | 204,609             | 80.1%                   |
| Finance                                  | 908,947              | 611,577             | 67.3%                   |
| Human Resources                          | 214,794              | 155,058             | 72.2%                   |
| Community Development                    | 561,700              | 382,268             | 68.1%                   |
| Police Services                          | 3,771,703            | 2,433,253           | 64.5%                   |
| Fire Services                            | 2,534,446            | 1,927,471           | 76.1%                   |
| Information Technology                   | 536,365              | 383,794             | 71.6%                   |
| Parks & Recreation Services              | 1,345,340            | 825,911             | 61.4%                   |
| Library                                  | 367,040              | 245,067             | 66.8%                   |
| Engineering                              | 176,435              | 68,831              | 39.0%                   |
| General Government                       | 623,085              | 368,724             | 59.2%                   |
| Cemetery                                 | 25,550               | 8,864               | 34.7%                   |
| Economic Development                     | 167,665              | 93,145              | 55.6%                   |
| Operating Transfers                      | 716,308              | 5,000               | 0.7%                    |
| <b>Total Expenditures</b>                | <b>\$ 13,309,014</b> | <b>\$ 8,453,620</b> | <b>63.52%</b>           |

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

## Monthly Financial Report March 2014

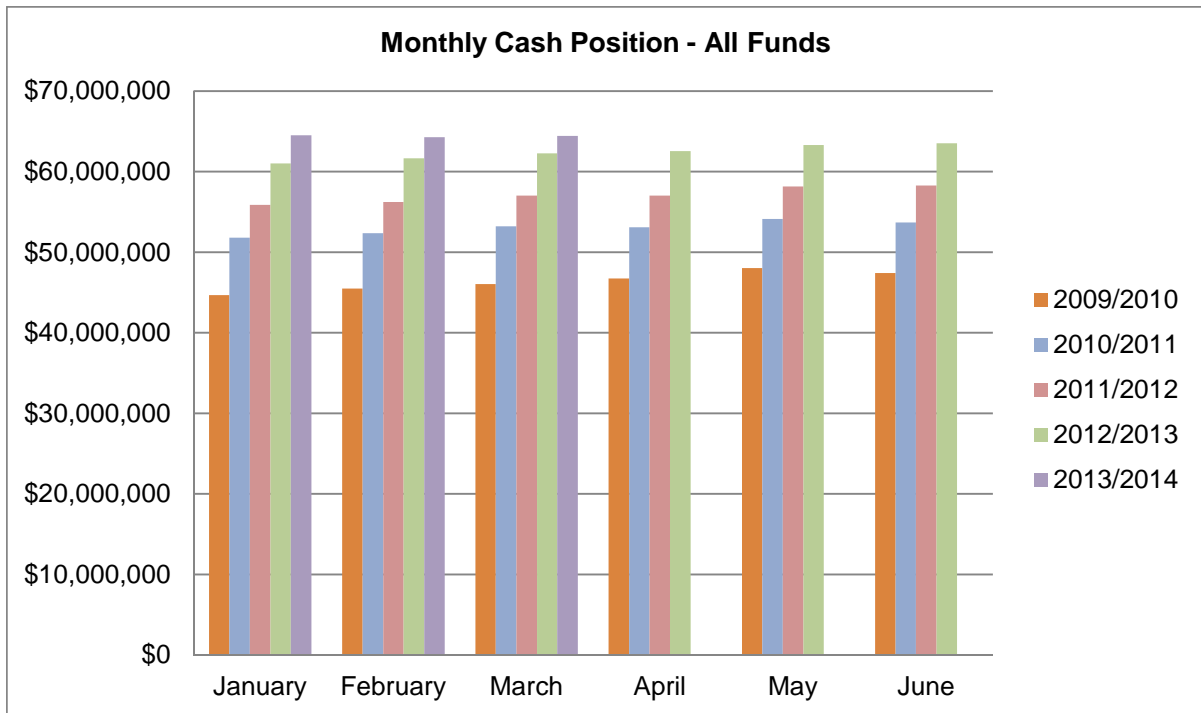
### Cash and Investments – Bank Balances and Monthly Yield

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



## Monthly Financial Report March 2014

| <b>Account - cash balance</b>  | <b>Jan-14</b>        | <b>Feb-14</b>        | <b>Mar-14</b>        | <b>Apr-14</b> | <b>May-14</b> | <b>Jun-14</b> |
|--------------------------------|----------------------|----------------------|----------------------|---------------|---------------|---------------|
| NB/AZ - General Checking       | \$ 15,373,675        | \$ 15,104,656        | \$ 15,509,553        |               |               |               |
| LGIP - 7256                    | 8,881                | 8,881                | 8,881                |               |               |               |
| LGIP - 5953                    | 124,181              | 124,190              | 124,201              |               |               |               |
| Stifel Nicolaus - Investments  | 49,012,411           | 49,041,298           | 48,807,339           |               |               |               |
| NB/AZ - PD Evidence            | 4,926                | 4,970                | 4,970                |               |               |               |
| <b>Total cash</b>              | <b>\$ 64,524,074</b> | <b>\$ 64,283,995</b> | <b>\$ 64,454,944</b> |               |               |               |
|                                |                      |                      |                      |               |               |               |
| <b>Account - monthly yield</b> | <b>Jan-14</b>        | <b>Feb-14</b>        | <b>Mar-14</b>        | <b>Apr-14</b> | <b>May-14</b> | <b>Jun-14</b> |
| National Bank Arizona          | 0.0500%              | 0.0500%              | 0.0500%              |               |               |               |
| LGIP - 7256                    | 0.0500%              | 0.0500%              | 0.0500%              |               |               |               |
| LGIP - 5953                    | 0.1300%              | 0.1000%              | 0.1000%              |               |               |               |
| Stifel Nicolaus - Investments  | 1.1700%              | 1.1300%              | 1.1000%              |               |               |               |



**Grants Activity Report  
March 2014**

**SUBMITTED GRANTS**



**1. 2013 Maricopa Association of Governments Certified Street Sweeper Grant**

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

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

Status: Funding had been previously denied due to low priority of air quality control issues in Florence, but more funding became available and the Town received an award.

Month's Expenditures: None

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**2. 2015 Arizona Department of Homeland Security**

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

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

Status: A recommendation was made to award **\$7,500** for the shields Official award announcements will be made in July.

Month's Expenditures: None

---



**3. High Intensity Drug Trafficking Area (HIDTA)**

The Town submitted a budget request in the amount of **\$107,000** to pay for one officer to participate in the HIDTA program. This grant is generally renewed every year. Award amounts will be announced in about a year.

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

Status: Budget request submitted. Announcements will be made in about a year.

Month's Expenditures: None

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**Grants Activity Report  
March 2014**

**4. 2015 Arizona Governor’s Office of Highway Safety (AZGOHS)**

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

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

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

Month’s Expenditures: None

---

**5. 2013 Assistance to Firefighters Grant (AFG)**

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

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

Status: Application submitted. Grants are undergoing peer review.

Month’s Expenditures: None

---

**6. 2013 Assistance to Firefighters Grant (AFG)**

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

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

Status: Application submitted. Grants are undergoing peer review.

Month’s Expenditures: None

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**Grants Activity Report  
March 2014**

**7. 2013 State Special Projects Grant (SSP) – Owner Occupied Housing Rehabilitation**  
The Town submitted an application for 2013 CDBG/SSP funding (**\$300,000**) from Arizona Department of Housing (ADOH) for Owner Occupied Housing Rehabilitation.

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

Status: Awards have been announced and Florence’s application was not funded.

Month’s Expenditures: None

---

**APPLICATIONS IN PROGRESS**

**1. 2014 Community Development Block Grant (CDBG) – Owner Occupied Housing Rehabilitation**

The Town will submit a grant application in the amount of **\$224,015** to Arizona Department of Housing (ADOH) for Owner Occupied Housing Rehabilitation. The grant is part of the Central Arizona Governments Regional Account funds that are allotted to the Town every two years. The application is due at the end of May.

Status: The application was approved by Council in February.

**2. 2013 State Housing Fund (HOME) – Owner Occupied Housing Rehabilitation**

The Town will submit a grant application in the amount of **\$275,000** to Arizona Department of Housing (ADOH) to conduct Owner Occupied Housing Rehabilitation. The application is due June 16.

Status: A resolution is being prepared for Council to approve. An environmental review is being prepared as a requirement of the funding source.

**3. 2014 US Department of Justice Bulletproof Vest Program**

The Town will submit a grant request to the Department of Justice for approximately \$3,000 to purchase 6 bulletproof vests for new officers and to replace worn vests. This grant pays for half the cost of a vest. The application is due May 13.

Status: The application process has been opened by Department of Justice



**Grants Activity Report  
March 2014**

**CURRENT FISCAL YEAR**

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

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

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

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

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

Month's Expenditures: None

---

**2. 2013 State Homeland Security Grant Program: Operation Stonegarden**

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

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

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

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

Month's Expenditures: None

---

**3. 2013 State Homeland Security Grant Program: Operation Stonegarden**

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

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

|                    |                  |
|--------------------|------------------|
| Grant Amount       | \$ 41,458        |
| Town Match         |                  |
| Total Expenditures | <u>(\$9,900)</u> |
| Fund Balance       | \$ 31,558        |

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

Month's Expenditures: \$9,900

---

**Grants Activity Report  
March 2014**

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

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

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

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

**Update:** The grant is in the second quarter. Funding also has been received from Sam's Club in the amount of \$1,000 to aide in the purchase of high quality safety seats.

Month's Expenditures: None

---

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

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

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

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

**Update:** The grant is in the second quarter.

Month's Expenditures: None

---

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

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

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

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

**Update:** The grant is in the second quarter.

Month's Expenditures: None

---

**Grants Activity Report  
March 2014**

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

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

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

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

**Update:** The grant is in the second quarter.

Month's Expenditures: None

---

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

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

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

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

**Update:** The grant is in the second quarter.

Month's Expenditures: None

---

**9. 2013 FEMA SAFER Grant**

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

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

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

**Update:** The Town hired three firefighters with a starting date of February 3<sup>rd</sup>.

Month's Expenditures: None

---

**Grants Activity Report  
March 2014**

**PRIOR FISCAL YEARS:**

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

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

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

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

Status: Crosswalks have been installed as preparation for this project. The project is expected to be completed in summer 2015.

Month's Expenditures: None.

---

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

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

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

|                    |                  |
|--------------------|------------------|
| Grant Amount       | \$ 300,000       |
| Town Match         | 118,810          |
| Total Expenditures | <u>(329,186)</u> |
| Fund Balance       | \$ 88,814        |

Status: The project has been completed and the Town has completed the closeout required by ADOH.

Month's Expenditures: None

---

**3. 2012 Tohono O'odham Nation**

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

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

|                    |                 |
|--------------------|-----------------|
| Grant Amount       | \$ 47,361       |
| Town Match         |                 |
| Total Expenditures | <u>(47,082)</u> |
| Fund Balance       | \$ 279          |

Status: Planned signage has been completed. A smaller signage project will be added to expend the remaining project funds

Month's Expenditures: \$748.

---

**Grants Activity Report  
March 2014**

**REPORT SUMMARY**

|  |                   |
|--|-------------------|
| <b>TOTAL</b> Grant funds requested in Submitted Applications | \$ 1,116,221      |
| Current Fiscal Year funds for Active Grants                  | \$ 710,424        |
| Prior Years funds for Active Grants                          | <u>\$ 847,361</u> |
| <b>TOTAL</b> Grant funds awarded for Active Grants           | \$ 1,557,785      |

# Fire Department

## MEMORANDUM

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**DATE:** April 15, 2014

**TO:** Charles Montoya, Town Manager

**FROM:** Peter Zick, Fire Chief

**SUBJ:** Summary of March 2014 and Plans for April 2014

The fire responses for 2014-2012 are as follows:

| Type of Calls                  | 2014       |            | 2013       |            | 2012       |            |
|--------------------------------|------------|------------|------------|------------|------------|------------|
|                                | <i>Mar</i> | <i>YTD</i> | <i>Mar</i> | <i>YTD</i> | <i>Mar</i> | <i>YTD</i> |
| Brush Fires                    | 1          | 3          | 3          | 9          | 2          | 4          |
| Structure Fires                | 1          | 9          | 1          | 4          | 0          | 2          |
| Vehicle Fires                  | 1          | 5          | 0          | 1          | 0          | 2          |
| Trash Fires                    | 0          | 2          | 4          | 6          | 1          | 4          |
| EMS                            | <b>179</b> | <b>500</b> | <b>205</b> | <b>556</b> | <b>124</b> | <b>351</b> |
| HazMat                         | 4          | 3          | 1          | 7          | 0          | 3          |
| Electrical Arching             | 0          | 1          | 1          | 2          | 1          | 2          |
| Police Asst./Public Asst.      | 3          | 24         | 9          | 22         | 2          | 13         |
| Unauthorized Burning           | 0          | 0          | 1          | 1          | 0          | 0          |
| Good Intent                    | 0          | 1          | 0          | 0          | 0          | 0          |
| Controlled Burning             | 0          | 2          | 0          | 2          | 1          | 3          |
| False Alarm/System Malfunction | 5          | 13         | 3          | 10         | 3          | 14         |
| Emergency Stand by (move up)   | 32         | 128        | 103        | 266        | 32         | 65         |
| Other Calls                    | 23         | 78         | 23         | 105        | 51         | 96         |
| <b>TOTALS</b>                  | <b>249</b> | <b>776</b> | <b>354</b> | <b>991</b> | <b>217</b> | <b>558</b> |

## **Summary of March**

### **Training:**

Hazardous Materials Technician class was completed and 5 members from Florence Fire graduated with their certification. We now have a total of 9 members certified to this level.

Ladder Training was completed on new ladder truck. Pierce was here for 3 days to make sure all members completed the training.

Mobile Water Supply (Engineer Training) was completed through TEEEX. Members took national certification test and are awaiting results.

Training on all of the systems in the new fire station was completed.

Crews continue to work on MCSs for this quarter. Evaluations will be completed end of April.

Regional Ladder Company training was completed at Scottsdale Fire for vehicle extrication.

Weekly part-time training is ongoing every Saturday.

Firefighter Murtha completed Fire Investigator 4 for Arson Investigation.

### **Maintenance:**

No significant vehicle maintenance issues this month.

With the addition of the new ladder company we should only have routine maintenance to perform.

Vaughn from AJ Fire participated in the new ladder training and covered routine (weekly and monthly) maintenance needs for the new truck.

Exhaust fan motor in the bay at Station 2 was repaired. Warrantee Item.

### **Administration:**

Still waiting on notification about AFG Grant.

Working on schedule for the summer for fire inspections of correctional facilities.

Monthly corrections meeting.

CCA code enforcement tours are complete. We will now start official inspections in the future.

Small work continues on Fire Station 2. PD construction has started.

New table and recliners were delivered to Station 2.

## **Plans for April**

### **Training:**

Aerial Ladder Training starts April 28. This is the final class in this series. The class is 5 days long.

New Haz Mat equipment training will take place

**Maintenance:**

Command vehicles will get PM Service.

**Administration:**

Continue to evaluate budget and needs.

Will start to do long range planning for fire department based on new stations and annexation.

Final version of all capital replacement plan will be complete for the next ten years. This includes facilities, vehicles and high priced equipment.

Meet with SW Ambulance about partnership.

Continue to meet with surrounding departments to finalized auto and mutual aid agreements.



# Florence Community Library

## March 2014

### March Statistics

- 7,973 patrons visited the library in March
- 11,185 total items were circulated in March
- 93 library cards were issued
- 1,702 patrons signed up for use of the computers
- 254 person(s) attended 14 program(s) presented by the library
- 8 classes were held in the library
- 530 FHS students visited the library on a pass
- 8 person(s) volunteered 12 hour(s)

### Meetings and Events

03/04/14 Coffee Club  
03/04/14 Parks & Rec. Iddie Biddie Kiddies program visit  
03/05/14 Evening Book Club  
03/12/14 Friends of the Library meeting  
03/13/14 Head Start class visits  
03/17/14 –  
03/28/14 FUSD Spring Intersession  
03/18/14 Morning Book Club  
03/19/14 Library Advisory Board meeting  
03/21/14 Jasper Halt attended an AzLA meeting  
03/26/14 Magician Eric Gilliam  
03/26/14 –  
03/27/14 Parks & Rec. summer staff interviews held in the programming room

### 17th Annual Bookmark Design Contest Winners

The Florence Community Library thanks all of the librarians, teachers, and students who participated in this year's 17th Annual Bookmark Design Contest. The winners and their families were honored at the Bookmarks Awards Ceremony on Friday, April 11 at 6:00 pm.

|                   |                      |            |                            |
|-------------------|----------------------|------------|----------------------------|
| 1st Place Winner: | Emma Johnson         | 12th Grade | Florence Community Library |
| 2nd Place Winner: | Nicole Capps         | 12th Grade | Florence Community Library |
| 3rd Place Winner: | Riley Campbell-Biter | 3rd Grade  | Skyline Ranch K-8          |

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

All entries are displayed at the library through the month of April. The winning bookmark is available at the main desk of the Florence Community Library, free of charge while supplies last.

### Staffing

Bonnie Wolfsberg announced her intention to retire from her position with FUSD at the end of the 2013 -2014 school year.

# Memorandum



**To:** Charles Montoya, Town Manager  
**From:** Bryan Hughes, Parks and Recreation Director  
**Date:** April 22, 2014  
**Re:** April 2014 Department Report

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In an effort to provide more accurate monthly participation and usage numbers for recreation programs and special events, park facility reservations, Senior Center programs, and the Fitness Center, there will be approximately a one month lag in reporting in the future. Participation and usage numbers for the month of April will be provided in next month's report.

The **Easter Eggstravaganza** was held on Friday, April 18, at Heritage Park. The event was very well attended, with an estimated 350-450 kids and 700-1,000 total attendees. In addition to the 2,000 eggs spread out over the fields for the egg hunt, there were numerous other games and activities for kids and their families to take part in. Thank you to both the Police Department and Fire Department for taking part and adding something new to this special event.

The **Main Street Park Playground Improvements** are nearly complete. The contractor is finalizing the installation of the playground and fencing and additional landscaping improvements should be completed next week, at which time the playground will officially be open to the public. A ribbon cutting ceremony is tentatively scheduled for Saturday, May 10.

In addition to the normal maintenance duties, the Parks Staff has been busy getting the ball fields at Little League Park and Heritage Park ready for the upcoming **Little League** season.

The Recreation Staff, along with Human Resources, has been busy with the hiring process for the staffing of the **Community Pool** and summer recreation programs. The pool opens to the public on Friday, May 30.

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# FLORENCE POLICE

*Monthly Report – March 2014*

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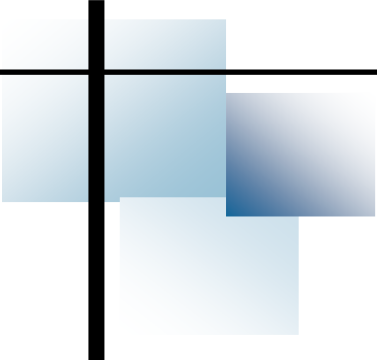


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425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

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



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

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

### **Personnel**

| <i>Employee</i>                         | <i>Position</i>          | <i>Effective</i>                     |
|---|--------------------------|--------------------------------------|
| <b><i>Lateral Transfer</i></b>          |                          |                                      |
| Deanna Aguilera                         | Support Services Manager | 3/2014                               |
| <b><i>Promotion</i></b>                 |                          |                                      |
| Renee Klix                              | Police Sergeant          | 3/2014                               |
| <b><i>Resignations/Terminations</i></b> |                          |                                      |
| Danyell Mendez                          | Public Safety Dispatcher | 3/2014                               |
| <b><i>Vacancies</i></b>                 |                          |                                      |
| 1 full-time                             | Police Officer           | 1 applicant pending the AZ Post Test |
| 2 full-time                             | Public Safety Dispatcher |                                      |

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## **Personnel Development**

### **Sworn Personnel**

- Officers attended: Firearms day and night qualification, Defensive tactics, Financial Remedies to Crime Prevention, Desert Snow(Narcotic Interdiction), Undercover Techniques and Survival, Advanced Auto Collision Investigation, General Instructor, Firearms Instructor
- Law Enforcement Inspections and audits
- One officer completed the test for ACJIS terminal certification
- K-9 officers attended 1 weekly training with their service dogs, a 40 hour class on Advance Undercover Techniques and Survival, and an 8 hour class on Financial Remedies in Criminal Prosecutions

### **Chief of Police**

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Supervisors Meetings
- Public Safety Meeting with Town Manager
- ACTT FA-2 Planning Meeting
- Jail escape debrief
- Az Public Safety Foundation
- Meeting with FPD Volunteers
- Florence Emergency Evacuation & Operations Group Meeting
- Lunch with PCSO - Coolidge Chief
- CAC work group at Central Arizona College's Corporate Center
- Boards and Commission Dinner at the Holiday Inn Express
- Quarterly Community Advisory Board Meeting at Behavioral Systems Southwest in Florence

## **Volunteers**

In March, the FPD Volunteers started taking reports in the Police Department's lobby. The volunteers also accepted a new responsibility for the Town in assisting with the collection of signatures for the Magic Ranch annexation. A YTD total of 1715 hours of service were completed by forty-seven active community volunteers. The approximate YTD savings to the Town of Florence by utilizing the volunteers is \$29,957.00. Other volunteer services included assisting at community events, court security details, performing paint repair work to patrol vehicles, and completing a monthly training with Sergeant Klix covering missing children.

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## Support Services

### Communications

The chart below represents the number of calls that were received by our dispatchers during the month of March. The numbers are shown by beat location which is where the incident took place, and how the calls were received.

| How Calls Are Received, Totals by How Received |            |            |            |             |
|--|------------|------------|------------|-------------|
|  | FP1        | FP2        | FP3        | TOTAL       |
| 911 Line                                       | 51         | 16         | 31         | 98          |
| Crime Stop Line                                | 0          | 0          | 0          | 0           |
| Officer Report                                 | 190        | 71         | 209        | 470         |
| In Person                                      | 35         | 3          | 1          | 39          |
| Radio Transmission                             | 2          | 1          | 0          | 3           |
| State TT/NLETS                                 | 0          | 0          | 0          | 0           |
| Telephone                                      | 270        | 73         | 105        | 448         |
| <b>TOTAL</b>                                   | <b>548</b> | <b>164</b> | <b>346</b> | <b>1058</b> |

### Evidence and Property

Evidence personnel completed work in the following:

- auction activity
- volunteer Intern Program
- fingerprinting services
- submittal of items to town Attorney's Office
- attended trial

The following chart represents the major evidence activity during the month of March.

| Crime Scene/Evidence |   | Property          |   |
|----------------------|---|-------------------|---|
| Drugs                | 6 | Firearm           | 4 |
| DUI                  | 1 | Found property    | 4 |
| Misconduct w/ weapn  | 1 | Lab activity      | 4 |
| Criminal Damage      | 1 | Other             | 1 |
| Fraud                | 1 | Returned to Owner | 3 |
|                      |   | Safekeeping       | 5 |

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## Criminal Investigations Unit

| Monthly Case Log      |                    |                     |                    |
|-----------------------|--------------------|---------------------|--------------------|
| Previous Months Cases | New Cases Assigned | Number Cases Closed | Total Active Cases |
| 0                     | 3                  | 0                   | 5                  |

### Monthly Activity Notes

Detective Gaston attended the 6<sup>th</sup> Annual Child Abuse Conference

## Operations/Patrol

During the month of March 10 Officers participated in Stone Garden which is a grant dedicated to the interdiction of human and narcotic trafficking. During operation Stone Garden there were 68 vehicle stops, 7 arrests, 3 citations issued, 7 were turned over to Border Patrol for being non-residents, and 213 lbs of marijuana was taken from desert backpackers. This was completed in 7 separate deployments.

Department staff and volunteers attended the Grand Opening of Fire Station #2 in Anthem.

Events that occurred in the month of March are Anthem Spring Fling, Fishing Derby, CAC Rodeo, Caliente Del Sol Spring Parade, Pooch Party, and a Block Watch Seminar in Marana.

The Police Department conducted 974 Directed Patrols during March. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. The more patrol presence is concentrated in those areas, the less crime there will be in those places.

### Traffic

Total number of Citations issued: 119

Total number of Warnings issued: 13

### GOHS Grant:

- 1 DUI with at a .08 or more
  - 120 citations with 169 violations written
  - 6 arrests were made during traffic stops
  - 6 school zone citations
  - 1 town code for trash accumulation
- 
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- 
- 
- 2 commercial vehicle violations
  - 3 DUI violations
  - 59 speeding tickets

### **Beat 1**

Officers are doing Directed Patrols in the apartment complexes and Florence Gardens.

The school zones have been monitored by beat officers in the morning and afternoon hours. No major violations have been noted. The Beat 1 officers are also making visits to the Florence K-8 School several times a week.

The Beat 1 Sergeant met individually with the branch managers of Wells Fargo, US Bank, National Bank of Arizona and The Pinal County Federal Credit Union to discuss security and response procedures. A group meeting will be held once they get clearance from their own security teams to discuss individual bank policies. Officer Palmer is also doing a security survey for each bank.

The new radar trailer has been used on Adamsville Road, Florence Heights and Hunt Highway. The Beat 1 Sergeant is in the process of gathering speed stats on Hunt Highway. Officers are using the LIDAR's and radars, and signing them out on a regular basis.

The Beat 1 Sergeant met with representatives from Oro Valley and Marana PD on March 5<sup>th</sup> in reference to assisting us with starting a Community Policing program. He also has another meeting set for April 2<sup>nd</sup>, to gather some more information, as well as an Active Shooter policy.

The Police Department is still assisting the Town of Florence in Code Enforcement. Beat 1 officers are monitoring alleys, roadways, and sidewalk violations. One violation had to be given at N. King St., for failing to clean up their yard. All others have complied without issues.

On March 14-16, the Central Arizona College held their annual CAC Rodeo at the Charles Whitlow Arena. This is a college rodeo that had approximately 500 people in attendance. There were no issues.

On March 22, there was the annual Pooch Party held at the dog park on 8<sup>th</sup> St. Officer Ballard was in attendance with the Police Department K-9. No issues at this event.

There was only 1 reported burglary on N. Bailey St.  
5 reported traffic accidents.  
53 traffic violations resulting in 29 citations.

### **Beat 2**

Beat 2 Events - Valerie Frias Candlelight Vigil, Heritage Park March 15.  
9<sup>th</sup> Annual Fishing Derby, Heritage Park March 7.

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### **Beat 3**

There were 402 directed patrols of businesses, parks and residences conducted in beat 3.

There was one accident with injury at North Brigadier Street and West Trento Way, which later resulted in the person dying due to serious head trauma. The person had been riding on the back of a golf cart and fell off. Information on golf cart safety and proper operation is being gathered for the residents of Anthem Park Side and Sun City Anthem.

A beat 3 team meeting was held to discuss school zones, school security, business checks, patrol, directed patrols and neighborhood watch. All personnel actively participated in solutions with regards to the topics discussed.

The annual Anthem Spring Festival took place on March 08, 2014 at the Anthem Park. There were approximately 3500-4000 persons, 10 Florence Police Volunteers, 2 Police Officers and the Beat 3 Sergeant in attendance.

### **K9 Unit:**

Officer Ballard and K-9 Marco had 3 utilizations resulting in 1 alert. No arrests. Officer Ballard conducted 13 traffic stops and responded 20 calls for service. Officer Ballard and PSD Marco the annual Florence Pooch Party and conducted demonstrations on location of narcotics.

Officer Guilin and K-9 Russ had 5 utilizations resulting in 1 alert. No Arrests. Officer Guilin conducted 12 traffic stops and responded to 14 calls for service.

### **Pinal County Narcotics Task Force**

On March 3, at 0730 hours, Sgt. Butler received a call from the PCSO reference a Welfare Check that had been conducted on a residence in Arizona City and five marijuana plants had been observed growing inside the residence. The initial call had been of a man entering the residence through a bedroom window carrying a machete. Deputies were able to locate the suspect, in close proximity to the residence, and the suspect was found to be carrying a hatchet. The suspect had gone through the window to have a sexual encounter with his girlfriend due to him not being welcome at the residence by other family members. Detective Campbell, (Florence PD), served a Search Warrant on the residence and five marijuana plants and six baggies of marijuana, 15 grams, were seized. Two occupants of the residence were charged with cultivation of marijuana and possession of marijuana for sale.

On March 4, at 1630 hours, Detective Campbell, (Florence PD), received information of a load vehicle that would be in the Stanfield area en-route to the Phoenix area. Surveillance was established in the area and the vehicle was located in the late afternoon. A marked patrol unit was utilized to initiate a traffic stop and a pursuit ensued. During the pursuit a passenger in the vehicle began throwing out burlap bundles of marijuana in an attempt to disable the patrol vehicle. The pursuit was terminated and three broken marijuana bundles were recovered which had a combined weight of 56 pounds. Several pounds of marijuana did blow away in the wind.

On March 5, at 1700 hours, Detective Campbell, (Florence PD), lead a night surveillance on two known drug houses in Florence. During the operation twelve stops were conducted to include,

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vehicle, bicycle, and foot traffic from the residences. One suspect was arrested for possession of drug paraphernalia and another for driving on fictitious registration plates.

On March 11, at 1549 hours, a Search Warrant was served on a Coolidge residence that has been under surveillance for approximately three weeks. Drug purchases had also been made at the residence with the use of a confidential informant. The resident has a criminal record, is a known prohibited possessor, and was currently known to be carrying a concealed weapon on his person. SWAT was utilized to make entry and the main suspect was taken into custody as he was walking away from the residence upon arrival of SWAT. When arrested the suspect had a .38 caliber H & R hand gun concealed on his person. Also seized was 1.3 grams of Methamphetamine and drug paraphernalia.

**2014 Administrative Assignments:**

Sgt. Morris

Ofc Helsdingen

Ofc Bruce

Ofc Rose

Ofc Palmer

Ofc Alston

Ofc Philips

Ofc Acevedo

Ofc Campbell

Sgt. Pankey

Ofc Ballard

Ofc Guilin

Ofc Hunter

Ofc Riccomini

Ofc Mount

Ofc Salazar

Sgt. Peterson

Ofc Burnside

Ofc Horn

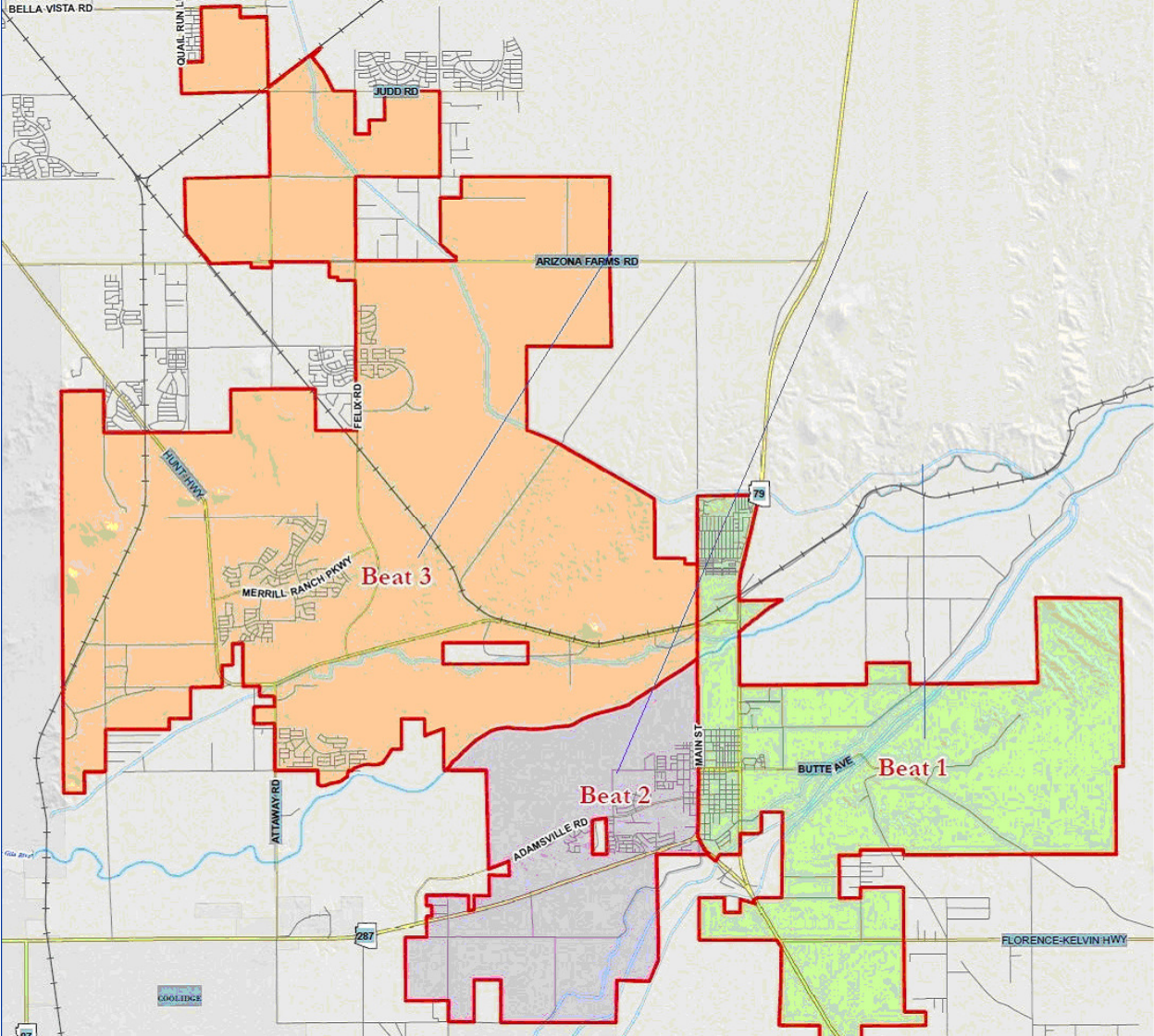
Ofc Voight

Ofc Linderoth

Ofc Banks

Ofc Kakar

**FPD BEATS**



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## Average Response Time to Calls for Service

### 6 Month Reporting Period: October 2013 to March 2014

|              | Oct   | Nov   | Dec   | Jan   | Feb   | Mar   |
|--------------|-------|-------|-------|-------|-------|-------|
| H - Hot Call | 5:58  | None  | 4:20  | 3:44  | 4:59  | None  |
| Priority 1   | 5:39  | 4:46  | 6:06  | 5:32  | 4:48  | 5:06  |
| Priority 2   | 9:47  | 7:08  | 5:57  | 9:57  | 7:09  | 8:14  |
| Priority 3   | 20:02 | 13:54 | 22:29 | 17:39 | 27:26 | 22:21 |
| Priority 4   | 19:50 | 28:41 | 34:40 | 21:16 | 18:53 | 30:21 |

Definitions:

- H - Hot Call            This priority represents the highest level of response by the Department where there is the chance of serious injury or loss of life, or major loss of property.
- Priority 1                This priority includes in-progress or just occurred, no presence of weapon used in a threatening manner (suspect present).
- Priority 2                This priority includes minor crime events which are not on-progress and have a 15-45 minute time delay in being reported (suspect not present).
- Priority 3                This priority includes calls on events where there is a significant time delay by the reportee (suspect not present).
- Priority 4                The priority represents report calls only taken by phone at officer's discretion or light duty office, if available.
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**MARCH 2014**  
**Count of Index Offenses**

| <b>Classification of Offense</b> | <b>Offenses</b> | <b>Unfounded</b> | <b>Actual</b> | <b>Offenses</b> | <b>Juvenile</b> |
|----------------------------------|-----------------|------------------|---------------|-----------------|-----------------|
| <b>CRIMINAL HOMICIDE</b>         | <b>0</b>        | <b>0</b>         | <b>0</b>      | <b>0</b>        | <b>0</b>        |
| a. Murder/Nonneg Manslaughter    | 0               | 0                | 0             | 0               | 0               |
| b. Manslaughter by Negligence    | 0               | 0                | 0             | 0               | 0               |
| <b>FORCIBLE RAPE</b>             | <b>0</b>        | <b>0</b>         | <b>0</b>      | <b>0</b>        | <b>0</b>        |
| a. Rape by Force                 | 0               | 0                | 0             | 0               | 0               |
| b. Attempt Forcible Rape         | 0               | 0                | 0             | 0               | 0               |
| <b>ROBBERY</b>                   | <b>0</b>        | <b>0</b>         | <b>0</b>      | <b>0</b>        | <b>0</b>        |
| a. Firearm                       | 0               | 0                | 0             | 0               | 0               |
| b. Knife or Cutting Instrument   | 0               | 0                | 0             | 0               | 0               |
| c. Other Dangerous Weapon        | 0               | 0                | 0             | 0               | 0               |
| d. Hands, Fist, Feet, etc.       | 0               | 0                | 0             | 0               | 0               |
| <b>ASSAULT</b>                   | <b>5</b>        | <b>0</b>         | <b>5</b>      | <b>3</b>        | <b>1</b>        |
| a. Firearm                       | 0               | 0                | 0             | 0               | 0               |
| b. Knife or Cutting Instrument   | 0               | 0                | 0             | 0               | 0               |
| c. Other Dangerous Weapon        | 1               | 0                | 1             | 1               | 0               |
| d. Hands, Fist, Feet, etc.       | 0               | 0                | 0             | 1               | 0               |
| e. Other Assaults - Simple       | 4               | 0                | 4             | 1               | 1               |
| <b>BURGLARY</b>                  | <b>1</b>        | <b>0</b>         | <b>1</b>      | <b>0</b>        | <b>0</b>        |
| a. Forcible Entry                | 1               | 0                | 1             | 0               | 0               |
| b. Unlawful Entry/No Force       | 0               | 0                | 0             | 0               | 0               |
| c. Attempt Forcible Entry        | 0               | 0                | 0             | 0               | 0               |
| <b>LARCENY - THEFT</b>           | <b>17</b>       | <b>1</b>         | <b>16</b>     | <b>2</b>        | <b>1</b>        |
| <b>MOTOR VEHICLE THEFT</b>       | <b>2</b>        | <b>0</b>         | <b>2</b>      | <b>0</b>        | <b>0</b>        |
| a. Autos                         | 2               | 0                | 2             | 0               | 0               |
| b. Trucks                        | 0               | 0                | 0             | 0               | 0               |
| c. Other Vehicles                | 0               | 0                | 0             | 0               | 0               |
| <b>GRAND TOTAL</b>               | <b>25</b>       | <b>1</b>         | <b>24</b>     | <b>5</b>        | <b>2</b>        |
| Clearance(s) by Adult Arrest     | 3               |                  |               |                 |                 |
| Clearance(s) by Juvenile Arrest  | 2               |                  |               |                 |                 |

\*\*Data is tentative until monthly audit is complete

## Public Works Monthly Report March 2014

### Administration

- Attended and provided testimony at the ADEQ Water Quality Hearing Board session in regards to the Florence Copper Project.
- Prepared RFP for Project Management services at Territory Square Phase I.
- Met with MAG and Queen Creek on Southeastern MAG transportation study.
- Completed Asset Report verification for Finance.
- Participated in Southeast MAG Area Transportation Study proposals with Queen Creek and MAG personnel.
- Attended Pinal County Flood Advisory Council Meeting.
- Processing proposals for temporary signalization at Fire Station No. 2.
- Met with County Engineering to discuss Middle Magma Channel Projects results as well as JD Fuller for Lower Magma Channel Project.
- Continued to provide information to Finance on FY 14/15 budget requests.
- Attended MAG Street and Specifications Committee meetings.
- Demolition Contractor and Bomanite Imprinted Concrete Contractor on Main Street Crosswalk/Intersection Improvements Project was 100% completed.
- Scoping of Work for the SR 287/79B Roundabout comments incorporated. Awaiting ADOT Contract.
- Continued input on Padilla Park to include onsite Civil Improvements and Building Supply Systems.
- Held discussions with various municipals and entities concerning disposal of sanitation vehicles.
- Attended PCWAA meeting.
- Assembling data for Pinal County joint maintenance road agreement for maintenance of various gravel roads, reviewing eligible roads for participation.
- Traffic Study analysis continued on Victory Way, Spyglass Drive and Yorktown Way.
- Traffic Study on Hunt Highway north of Franklin Road near completion; analyzing improvements.
- Traffic count and speed analysis completed on Felix Road between Hunt and Hiller alignment, preparing estimates for work to be performed and also work to be completed by Pulte.
- Completed 'No Engine Braking' analysis at various locations. Received input to Arizona Department of Transportation (ADOT) for two locations. Information to be resubmitted.
- Received input from ADOT for strobes at Main/Butte Intersection; awaiting further Intergovernmental Agreement (IGA) from ADOT, follow-up

continued with other ADOT personnel and preparing Encroachment Permit.

- Awaiting Pinal County in regards to Cooper Road and requested Pinal County to provide a Scope of Work for their project to include drainage, signage, roadway section, etc. Pinal Court stated right-of-way acquisition needed. No further developments received from County. Provided County with traffic analysis of road; awaiting County.
- Met with Pinal County and farmer on Canal Road maintenance; yet to be resolved with County/Town maintenance resolution.
- Previously met with Southwest Gas and advised them that regulator at Felix/Hunt intersection needed to be relocated, pending review of documents with Pulte. Awaiting results. Follow up continued, no action yet by Southwest Gas. Pulte to contact.
- Met weekly with Baxter Design Group to discuss plan review, submittals, and district engineering topics an Anthem at Merrill Ranch.

### **Engineering**

- Provided comments on survey/utility information on Butte Avenue and 12<sup>th</sup> Street for landscaping improvements.
- Provided design criteria input to Pulte for Spirit Way North Concrete Arches over the Walker Butte Wash.
- Reviewed grading plans for Territory Square Phase I 40-acre parcel.
- Completed site plan and design of access to Community Facilities Parcel bay area for a Public Works facility structure.
- Providing resolution to Units 9 and 22 at Anthem in regards to deficient air voids in asphalt surfacing.
- Designed foundation for bay structure of Community Facilities parcel.
- Solicited funding from MAG for bridge over SCID Canal on East Butte.
- Reached agreement with the City of Mesa concerning gas line rehabilitation between Arizona Farms Road and Judd on Attaway alignment on the Right-of-Way Permit.
- Continued discussions with ED2 on power line relocation along Diversion Dam Road.
- Continued to meet with School District to discuss drainage and right-of-way issues along Adamsville Road.
- Completed revised schematic and conceptual plans for access road from SR 79 to Main Street including widening of SR 79. Consummated agreement for Legal Description Survey and Traffic Impact Analysis interface with ADOT.
- Continued to address preliminary drawings for fuel facility at Fire Station No. 1 including revising alignment of 1<sup>st</sup> Street.
- Reviewed Southwest Environmental Utilities Agreement and related Johnson Ranch Developers' Agreement for Utilities including CAG 208 submittal with CAG. Preparing 208 Plan Amendment for Town of Florence, soliciting proposals.

- Initiated wet/dry utility review of Silver King/Padilla lot plat, provided input into RFP.
- Completed various activities related to Brunenkant Building stabilization contract, including providing comments to Architect. Construction 98% complete with removal of mortar joints and installation of structural steel stabilizing supports. Foundation investigation is completed and foundation rehabilitated as well as drainage improvement; roof construction completed.
- Reviewed 30% preliminary drawing for SR 79/79B roundabout construction in County area southeast of Town Limits.
- Continued to discuss with Magma Flood Control District and County for input into Magma Wash Drainage/Flood Analysis start of engineering by District. Acquired Design Drawing of Lower Magma Wash.
- Continued revising and completed design for Police Department Parking Lot and Drainage Improvements at existing Police Station.
- Assisted ADOT Consultant for signalization project at Diversion Dam and SH79 in coordination with Diversion Dam Road Project.
- Willdan continued Diversion Dam Road design in accordance with their Service Contract Task Order, 98% complete drawings.
- Reviewing alternate design of mailbox location and approach by Postal Service just north of Yavapai Court on Florence Blvd.
- Unpaved Road status
  - a. Cooper Road right-of-way issues are being reviewed by the County.
  - b. Felix Road traffic analysis completed indicating the feasibility to increase speed near the 85% level. Estimate of TOF accepting road from Pulte in progress in accordance with September findings that were documented. Continued discussing right-of-way acquisition at Hunt Highway with Owner.
  - c. Canal Road to be handled under IGA with County.
  - d. Franklin Road, east of Hunt Highway completed with paving. Franklin Road west of Hunt Highway findings being evaluated for drainage improvements per findings with resultant estimates for design/construction.
- Received authorization from SCID to extend pipe with drainage ditch at Attaway/Hunt Highway intersection for possible intersection improvements; design continued.
- Investigated storm drain issues in Walker Butte wash within Anthem; evaluating results.
- Deficiencies noted in warranty period at Anthem infrastructure on Hunt Highway; remediation not completed to include rejuvenation. Provided input into remediation and Traffic Control Plan.
- Met with GEO prison officials to discuss drainage issues from State Land to the south of GEO Prisons. Research proceeding, field investigation continued.



- SCID (San Carlos Irrigation District) reconstructing canal, and requested relocation/permit evaluation of three (3) water/sewer line crossings.
- Received water line extension drawings to legal offices at SH79. We are awaiting ADOT permit for construction from owner.
- Attended TTAC/CAG Meetings.

### **Streets**

- Performed scheduled street sweepings.
- Completed temporary parking area for Fire Station grand opening.
- Picked up 31.51 tons of bulk waste.
- Provided water truck and driver at CAC Rodeo.
- Performed maintenance on unpaved roads: Cooper and Christensen Roads, twice each.
- Performed Traffic Control functions for Main Street Crosswalk Intersection Project.
- Reviewing and issuing right-of-way permits and follow-up inspections.
- The patch truck crew worked on street and sidewalk maintenance and water/sewer repair patches.
- Performed blue stakes on rights-of-way for storm drainage lines in areas of request.
- Crews worked on cleanups, mowing, spraying weeds, storm drain cleaning and trimming trees.
- Installed 16-inch casing at Ruggles/Main Street for future water line.

### **Fleet Maintenance**

- Replaced tires on SA-008, PR-009, and ST-013.
- Replaced battery on WW-009.
- Replaced pin assembly on SA-003.
- Replaced grip arm parts on SA-001.
- Installed Utility Truck Bed in WW-005.
- Replaced shocks (rear) on IT-002.

### **Facility Maintenance**

- Relocated “carport” building at Community Facilities parcel south of Fire Station No. 2. Consummated agreements for demolition and relocation of “carport” area at old Fire Station No. 2.
- Started trash enclosure at Town Hall.
- Completed Town Hall exterior painting.
- Awaiting results of HVAC (heating, ventilation and air conditioning) controls adjustment to Rooms 1202/1203 in Town Hall, before evaluation. IT to send out service contract, rooms not evaluated.
- Continued minor repairs at McFarland including fencing, roofing eaves, and electrical revisions.
- Investigated structural crack at Fire Department Bay floor and recommended it be sealed. Researching engineered products for use; to be continued when resources available.

- Public Works man hours were expanded on facilities maintenance rather than outsourcing for contract labor.
- Minor plumbing activities took place at various facilities throughout Town including replacement of accessories.
- Performed repairs of restroom areas throughout Town including accessory replacements. Major repairs at High Profile parking lot; all work continued.
- Replacement of four (4) doors at Senior Center, pending approval of purchase order.
- Replacement of two (2) doors at Jacques Square restroom, pending approval of purchase order.
- All warranty issues at Police Evidence Storage Facility completed.

### **Sanitation**

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Resolution of trash enclosure at Town Hall addressed; received bids.
- Received “No Dumping” signs.
- Assisted in Clean-Up day.

### **Cemetery**

- Two (2) funerals were held.
- Eleven (11) inquiries on cemetery plots were discussed.
- Three (3) plots were sold.
- Investigating monument placement at Cemetery for rules/regulation, building safety and right-of-way issues.

## Public Works CIP Projects

March-14

### Highway Users

| Name  | Status  |
|---|---|
| Florence Heights Street Improvements            | Received SCID Board Approval, IGA prepared. Met with ADOT on permitting again. ADOT review for signalization indicated not needed. Final Permitting Application to be submitted. Redesign in progress due to SR79/79B Project and adjacent development.   |
| Diversion Dam Road Improvements                 | Reviewed documents for ADOT permit submittal. Redesign continued with Minor Arterial Road classification. Awaiting environmental clearances Design 98% complete. Streetlight design in-process.   |
| Adamsville Road                                 | Revised water lines on Central to accommodate High School expansion.  |
| Hunt Highway                                    | Overlay and milling from 2900 l.f. west of Attaway end of Hunt Highway Phase III proposal received, being evaluated. RFP being prepared for FY 13/14.   |
| Roundabout (SR 79B/287)                         | Awaiting ADOT Design Contract.  |
| Hunt Highway Improvements at Fire Station No. 2 | Driveway access completed for Phase I. Signalization Drawings received for review and commented on. RFP being prepared for construction of temporary signal.  |
| Pinal Street Drainage                           | Pending Territorial Square hydraulics   |
| Main Street Crosswalk Improvements              | Construction started and 98% complete.  |
| <b>Miscellaneous</b>                            |   |
| Name  | Status  |
| FY12/13 Chip Seal Projects                      | Plant Road stabilization/Chip Seal Project is complete. Pavement assessment performed, completed. Piggyback pricing received from Pinal County. Felix Road remediation being evaluated for costs. Anthem Pavement Preservation Project started with evaluation. East Butte Microseal (pending RFP). |
| Merrill Ranch Water Reclamation Facility        | Awaiting Draft Permit for Public Hearing with ADEQ.   |
| CAG 208 Plan                                    | Evaluating proposal in conjunction with Johnson Utilities.  |
| Community Facilities Parcel                     | Demolition of "Bay" structure completed and stored. Property demolition started.  |
| <b>Facilities</b>                               |   |
| Name  | Status  |
| PD Evidence Storage                             | Scope consolidation and engineering revision being designed.  |
| PD Drainage                                     | Design document in process.   |
| Parks/Recreation                                | One HVAC Unit replaced, two (2) others completed.   |
| Brunenkant Building                             | Project started and approximately 98% complete. Masonry work completed. Steel and foundation rehab in progress.   |



**TOWN OF FLORENCE**  
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## MEMORANDUM

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

From: John V. Mitchell, Utilities Director

Date: April 16, 2014

Re: April 2014 Department Report

Project updates are as follows:

- 30% plans for the Bailey Street waterline were submitted and reviewed by the Town submitted for Town.
- Alignment plans for the waterline in Ruggles & Willow reviewed by the Town.
- Design of north Florence water tank is in progress. Sixty percent (60%) plans expected by the end of April 2014.

Completed Projects are as follows:

- Annual sewer line cleaning in town completed.
- Annual well tank cleaning and inspections completed. Received the chain to rebuild the upper and lower clarifiers at the North plant. (\$6193.08).
- Ordered new electronic screen for the Golf Course meter at the North plant.
- Installed/replaced fire hydrants and/or valves at:
  - 808 Pennsylvania Street
  - 3722 Ohio Street
  - 3722 Ohio Street
  - Virginia and Desoto Streets
  - Greasewood Street
  - Corner of Feliz and Orlando Streets
  - Well #5

- Well #1 storage tank
- Raised manhole at Bush Street and Posten Circle
- Installed water & sewer tap at 3714 Indiana Street

Staffing updates:

- Staff reissued recruitment request for vacant Senior Treatment Plant Operator; closing date is May 9, 2014.
- Timm Wainscott has successfully completed certification for Water Treatment Grade 1.

Service Order Summary:

- Meter Activity - 243
- Repair Activity - 6
- Blue Stake – 48

