

**TOWN OF FLORENCE
SPECIAL MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY, JULY 27, 2015, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

2. ROLL CALL: Rankin __, Walter __, Woolridge __, Hawkins __,
Guilin __, Anderson __, Wall ____.

3. 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.

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

a. **Ordinance No. MRCFD1 112-15:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY. (First reading on July 6, 2015 and second reading on July 13, 2015)

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

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

a. **Ordinance No. MRCFD2 212-15:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY. (First reading on July 6, 2015 and second reading on July 13, 2015)

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

8. UNFINISHED BUSINESS

- a. **Ordinance No. 630-15:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY; and roll call vote to consider a motion to levy the increased property tax on July 27, 2015. (First reading on July 6, 2015 and second reading on July 13, 2015)

9. NEW BUSINESS

- a. **Public hearing on** Annexation No. 2015-01, more commonly known as the Bonnybrooke Solar Plant Annexation, area encompasses a land area of approximately 312.97 acres. The subject area is generally bound by the Bonnybrooke Road alignment to the north, Padilla Road to the west, the Quail Run Road alignment to the east and existing irrigation canals and the CAP Canal to the south.
- b. **Discussion/Approval/Disapproval** of entering into a contract with the City of Eloy for magistrate services through June 30, 2016, in an amount not to exceed \$42,000.
- c. **Discussion/Approval/Disapproval** of authorizing the recruitment process for the position of Town Manager and setting a timeline.
- d. Discussion/Approval/Disapproval of using the Budget Committee's approach to the Fiscal Year 2015/2016 formation of the budget.
- e. Mayor's appointment of Fiscal Year 2015/2016 Budget Committee (2 members of Council).

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL

12. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Special Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (4) as follows:

For the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending consolidated litigation: Hollins v. Town of Florence, et al; Pinal County Superior Court Case No. CV2014-02265/02266; Dantico v. Town of Florence, et al; Pinal County Superior Court Case No. CV2014-02327.

13. ADJOURN FROM EXECUTIVE SESSION

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 THE 23rd DAY OF JULY, 2015, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

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

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 BOARD AND TO THE GENERAL PUBLIC THAT THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC ON MONDAY, JULY 27, 2015, AT 6:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

- 2. ROLL CALL: Chair Tom Rankin___; Vice-Chair Tara Walter___;
Board Members: Vallarie Woolridge___; Bill Hawkins___;
Becki Guilin___; John Anderson___; Karen Wall___;**

3. NEW BUSINESS

- a. Ordinance No. MRCFD1 112-15: Discussion/Approval/Disapproval of AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY. (First reading on July 6, 2015 and second reading on July 13, 2015)**

4. ADJOURNMENT

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

POSTED THE 23RD DAY OF JULY, 2015, BY LISA GARCIA, BOARD CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

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**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
SPECIAL MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 BOARD AND TO THE GENERAL PUBLIC THAT THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC ON MONDAY, JULY 27, 2015, AT 6:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

- 2. ROLL CALL: Chair Tom Rankin___; Vice-Chair Tara Walter___;
Board Members: Vallarie Woolridge___; Bill Hawkins___;
Becki Guilin___; John Anderson___; Karen Wall___;**

3. NEW BUSINESS


- a. Ordinance No. MRCFD2 212-15: Discussion/Approval/Disapproval of AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY. (First reading on July 6, 2015 and second reading on July 13, 2015)**

4. ADJOURNMENT

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

POSTED THE 23RD DAY OF JULY, 2015, BY LISA GARCIA, BOARD CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY 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 TH ACCOMMODATION.*****

	Community Facilities District No. 1 ACTION FORM	<u>AGENDA ITEM</u> 4a.
MEETING DATE: July 27, 2015 DEPARTMENT: Finance STAFF PRESENTER: Marcia Goerd Interim Finance Director SUBJECT: Adoption of Ordinance No. MRCFD1 112-15 to levy secondary property tax.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adopt Ordinance No. MRCFD1 112-15: AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The District Board has authorized a secondary property tax levy for the payment of debt service, public improvements, and operations and maintenance of Community Facilities District No. 1. The current property tax rate is \$3.55 per \$100 of Net Assessed Valuation (NAV).

The estimates for Fiscal Year 2015-2016 have been determined. This year's budget includes anticipated revenues from assessments and secondary tax. Expenditures include those for public improvements, debt service, and operations and maintenance.

The following has been conducted with regards to Ordinance MRCFD1 112-15:

July 6, 2015	First reading of ordinance
July 13, 2015	Public hearing and second reading of ordinance

FINANCIAL IMPACT:

Total collections in revenues, prior year fund balance and bond proceeds are anticipated to fund all expenditures. A secondary tax will be levied on the District, which consists of \$3.25 per \$100 of NAV, estimated at \$551,500 for debt service, and an

operations and maintenance levy of \$0.30 per \$100 of NAV, estimated at \$50,900, for a total of \$3.55 per \$100 of NAV, or \$602,400.

STAFF RECOMMENDATION:

Adopt Ordinance No. MRCFD1 112-15, adopting a secondary property tax levy in the amount of \$3.55 per \$100 of NAV for Fiscal Year 2015-2016.

ATTACHMENTS:

Ordinance No. MRCFD1 112-15

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

ORDINANCE NO. MR CFD1 112-15

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY.

WHEREAS, by the provision of State Law, the ordinance levying a secondary property tax rate for the Fiscal Year 2015-2016 is required to be adopted no later than the third Monday in August; and

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

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

Section 1: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 1, except such property as may by law be exempt from taxation, a secondary property tax rate of \$3.25 on each \$100 of Net Assessed Valuation (NAV), for the purpose of providing debt service and enhanced municipal services, and \$0.30 on each \$100 of NAV for operations and maintenance of the District, for a combined rate of \$3.55 on each \$100 of NAV for the fiscal year ending on the 30th day of June 2016, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

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

taxes or of costs will invalidate any of the proceeding upon the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

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

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

PASSED AND ADOPTED by the District Board of Merrill Ranch Community Facilities District No. 1, Pinal County, Arizona, the 27th day of July 2015.

Tom J. Rankin, District Board Chairperson

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, District Clerk

Clifford L. Mattice, District Attorney



**Community Facilities
District No. 2
ACTION FORM**

**AGENDA ITEM
6a.**

MEETING DATE: July 27, 2015

DEPARTMENT: Finance

STAFF PRESENTER: Marcia Goerd
Interim Finance Director

SUBJECT: Adoption of Ordinance No. MRCFD2 212-15 to
levy secondary property tax.

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Adopt Ordinance No. MRCFD2 212-15: AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The District Board has authorized a secondary property tax levy for the payment of debt service, public improvements, and operations and maintenance of Community Facilities District No. 2. The current property tax rate is \$3.55 per \$100 of Net Assessed Valuation (NAV).

The estimates for Fiscal Year 2015-2016 have been determined. This year's budget includes anticipated revenues from assessments and secondary tax. Expenditures include those for public improvements, debt service, and operations and maintenance.

The following has been conducted with regards to Ordinance No. MRCFD2 212-15:

July 6, 2015 First reading of ordinance
July 13, 2015 Public hearing and second reading of ordinance

FINANCIAL IMPACT:

Total collections in revenues, prior year fund balance and bond proceeds are anticipated to fund all expenditures. A secondary tax will be levied on the District, which consists of \$3.25 per \$100 of NAV estimated at \$517,100 for debt service, and an

operations and maintenance levy of \$0.30 per \$100 of NAV estimated at \$47,700, for a total of \$3.55 per \$100 of NAV or \$564,800.

STAFF RECOMMENDATION:

Adopt Ordinance No. MR CFD2 212-15, adopting a secondary property tax levy in the amount of \$3.55 per \$100 of NAV for Fiscal Year 2015-2016.

ATTACHMENTS:

Ordinance No. MR CFD2 212-15

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

ORDINANCE NO. MR CFD2 212-15

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY.

WHEREAS, by the provision of State Law, the ordinance levying a secondary property tax rate for the Fiscal Year 2015-2016 is required to be adopted no later than the third Monday in August; and

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

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

Section 1: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 2, except such property as may by law be exempt from taxation, a secondary property tax rate of \$3.25 on each \$100 of Net Assessed Valuation (NAV), for the purpose of providing debt service and enhanced municipal services, and \$0.30 on each \$100 of NAV for operations and maintenance of the District, for a combined rate of \$3.55 of NAV on each \$100 for the fiscal year ending on the 30th day of June 2016, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

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

taxes or of costs will invalidate any of the proceeding upon the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

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

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

PASSED AND ADOPTED by the District Board of Merrill Ranch Community Facilities District No. 2, Pinal County, Arizona, the 27th day of July 2015.


Tom J. Rankin, District Board Chairperson

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, District Clerk

Clifford L. Mattice, District Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: July 27, 2015 DEPARTMENT: Finance STAFF PRESENTER: Marcia Goerd Interim Finance Director SUBJECT: Ordinance No. 630-15: Property tax levy for Fiscal Year 2015-2016		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adopt Resolution No. 630-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The Town of Florence levies a primary property tax annually. The rate that was levied last year was \$1.1182 per \$100 of Net Assessed Valuation (NAV). The current property tax rate is \$1.1182 per \$100 of NAV. The recommended budget does not propose an increase in the property tax rate, leaving it at \$1.1182 per \$100 of NAV.

As calculated by the Arizona Department of Revenue, the Truth-in-Taxation rate is \$1.0982, which is the maximum rate the Town can have without having to hold a Truth-in-Taxation (TNT) hearing. Therefore, the Town must hold a TNT hearing.

With no change to the current rate, which is \$1.1182, the proposed property tax levy for the 2015-2016 Fiscal Year is \$893,721.

The Town levies an ad valorem or secondary property tax for the Merrill Ranch Streetlight Improvement Districts No. 1, No. 2, and No. 3. This year, due to adequate fund balance, there will be no property tax levy.

The following has been conducted with regards to Ordinance No. 630-15:

July 6, 2015 First reading of ordinance

July 13, 2015 Public hearing and second reading of ordinance

FINANCIAL IMPACT:

Primary taxes are calculated using Limited Property Value (LPV), and are used to pay for basic maintenance and operation of the Town.

A \$100,000 LPV using a rate of \$1.1182 per \$100 of NAV would be \$111.82.

The levy would add to the General Fund revenue base and is essential to funding all of the departments within the General Fund that are necessary to maintain Town services.

District Levies are as follows:

Merrill Ranch Street Lighting District No. 1 - \$0 or \$0 per \$100/FCV

Merrill Ranch Street Lighting District No. 2 - \$0 or \$0 per \$100/FCV

Merrill Ranch Street Lighting District No. 3 - \$0 or \$0 per \$100/FCV

STAFF RECOMMENDATION:

Adopt Ordinance No. 630-15

ATTACHMENTS:

Ordinance No. 630-15

Truth-in-Taxation Levy Limit Worksheet (Arizona Dept. of Revenue)

Truth-in-Taxation Analysis

ORDINANCE NO. 630-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2016, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2015-2016 is required to be adopted no later than the third Monday in August; and

WHEREAS, the County of Pinal is now the assessing and collecting authority for the Town of Florence. The Town Clerk is hereby directed to transmit a certified copy of the ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona.

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

Section 1: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Town of Florence, except such property as may by law be exempt from taxation, a primary property tax rate sufficient to raise the sum of \$893,721 for the purpose of providing a General Fund of the Town of Florence, for the Fiscal Year ending on the 30th day of June 2016, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 2: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 1, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of Net Assessed Valuation (NAV) for the purpose of providing operations and maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 1 for the Fiscal Year ending on the 30th day of June 2016, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 3: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 2, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 2 for the Fiscal Year ending on the 30th day of June 2016, but if the said sum exceeds the maximum levy allowed by law,

the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 4: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 3, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 3 for the Fiscal Year ending on the 30th day of June 2016, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 5: No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes; thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien, therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

Section 6: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 7: The immediate operation of the ordinance is necessary for the preservation of the public peace, health, and safety of the Town of Florence, and an emergency is hereby declared to exist; and this ordinance shall be in full force and effect from its passage and approval by the Mayor and Council of the Town of Florence, Arizona, and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, the 27th day of July 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

PROPERTY TAX OVERSIGHT COMMISSION

Arizona Department of Revenue Building



March 30, 2015

Douglas A. Ducey
Governor

David Raber
Chairman

Charles A. Montoya, Town Manager
Town of Florence
P.O. Box 2670
Florence, AZ 85132

Jim Brodnax Kevin McCarthy
Member Member
Jeff Lindsey Fred Stiles
Member Member

RE: Truth in Taxation Hearing

Dear Mr. Montoya:

Attached is the 2015 levy limit worksheet with net assessed values certified by the County Assessor. Per A.R.S. § 42-17052(A), these values cannot be changed after February 10 without the approval of the Property Tax Oversight Commission. Therefore, the total net assessed values of **\$79,924,962** noted in Section C must be used when adopting a primary property tax levy and tax rate. Please note the maximum allowable tax rate and levy limit in Section D of the levy limit worksheet.

If the proposed tax levy, excluding amounts that are attributable to new construction, is greater than the amount levied in the preceding tax year, a truth in taxation hearing must be held. Therefore, if the Town of Florence intends to levy a tax rate greater than **\$1.0982**, a truth in taxation hearing must be held. Reference the attached levy limit worksheet for the truth in taxation rate calculation.

If a truth in taxation hearing is required, refer to § 42-17107 for the notice and hearing procedures. The published notice must use the exact statutory language within the solid black border (and nothing more) to be in compliance. The governing body must consider a motion to levy the increased property taxes by roll call vote. Within three days after the truth in taxation hearing, forward to my attention a copy of the published truth in taxation notice, the affidavit of publication, and the result of the roll call to consider a motion to levy the increased property taxes.

If you have any questions regarding the truth in taxation hearing requirements, please feel free to contact me at (602) 716-6436 or dteller@azdor.gov. Thank you for your cooperation with the Commission.

Sincerely,

Darlene Teller
PTOC Staff

cc: Leo Lew, Assistant County Manager, Pinal County
Levi Gibson, Finance Director, Pinal County
Michael Farina, Finance Director, Town of Florence

2015 LEVY LIMIT WORKSHEET

PINAL COUNTY - TOWN OF FLORENCE
--

MAXIMUM LEVY	2014
A.1. Maximum Allowable Primary Tax Levy	\$856,858
A.2. A.1 multiplied by 1.02	\$873,995

CURRENT YEAR NET ASSESSED VALUE SUBJECT TO TAXATION IN PRIOR YEAR	2015
B.1. Centrally Assessed	\$4,140,878
B.2. Locally Assessed Real Property	\$70,052,187
B.3. Locally Assessed Personal Property	\$3,457,557
B.4. Total Assessed Value (B.1 through B.3)	\$77,650,622
B.5. B.4. divided by 100	\$776,506

CURRENT YEAR NET ASSESSED VALUES	2015
C.1. Centrally Assessed	\$4,359,634
C.2. Locally Assessed Real Property	\$72,107,771
C.3. Locally Assessed Personal Property	\$3,457,557
C.4. Total Assessed Value (C.1 through C.3)	\$79,924,962
C.5. C.4. divided by 100	\$799,250

LEVY LIMIT CALCULATION	2015
D.1. LINE A.2	\$873,995
D.2. LINE B.5	\$776,506
D.3. D.1/D.2 (MAXIMUM ALLOWABLE TAX RATE)	1.1255
D.4. LINE C.5	\$799,250
D.5. D.3 multiplied by D.4 = MAXIMUM ALLOWABLE LEVY LIMIT	\$899,555
D.6. Excess Collections/Excess Levy	
D.7. Amount in Excess of Expenditure Limit	
D.8. ALLOWABLE LEVY LIMIT (D.5 - D.6 - D.7)	\$899,555

<i>2015 New Construction</i>	\$2,274,340
------------------------------	-------------

<i>Prior year actual levy (from line F.1 of the 2014 worksheet)</i>	\$852,740
<i>Divided by current values excluding new construction per line B.5</i>	\$776,506
<i>Truth in Taxation Rate</i>	1.0982

If the proposed tax rate is greater than the Truth in Taxation Rate noted above, a truth in taxation hearing must be held. (see A.R.S. § 42-17107)


Note: The values certified by the County Assessor cannot be changed after February 10 without the approval of the Property Tax Oversight Commission pursuant to § 42-17051.A. Therefore, the total net assessed values per line C.4 must be used when adopting a primary property tax levy and tax rate.

For questions, contact Darlene Teller at (602) 716-6436 or dteller@azdor.gov.

Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy: <i>(line F.1. actual levy from prior year's final levy limit worksheet)</i>	\$ 852,740
Net assessed valuation: <i>(line C.4. from current year's worksheet)</i>	\$ 79,924,962
Value of new construction:	\$ 2,274,340
Net assessed value minus new construction: <i>(line B.4. from current year's levy limit worksheet)</i>	\$ 77,650,622
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$ 1.0982
Growth in property tax levy capacity associated with new construction:	\$ 24,977
MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:	\$ 877,736
Proposed primary property tax levy:	\$ 893,721
Proposed increase in primary property tax levy, exclusive of new construction	\$ 15,985
Proposed percentage increase in primary property tax levy:	1.82%
Proposed primary property tax rate:	\$ 1.1182
Proposed increase in primary property tax rate:	\$ 0.0200
Proposed primary property tax levy on a home valued at \$100,000	\$ 111.82
Primary property tax levy on a home valued at \$100,000 if the tax rate was not raised:	\$ 109.82
Proposed primary property tax levy increase on a home valued at \$100,000:	\$ 2.00

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: July 27, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Public Hearing on Annexation No. 2015-01, Bonnybrooke Solar Project Annexation		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Hold the public hearing on Annexation No. 2015-01, more commonly known as the Bonnybrooke Solar Project annexation.

BACKGROUND/DISCUSSION:

Upon the request of Solar Star Arizona VII, LLC, (a subsidiary of SunPower Corporation, Systems (SunPower)) on behalf of the property owners (MLC Farms, LLC, and Clark Family Trust), staff filed a map and legal description of the Bonnybrooke Solar Project annexation boundary and a blank annexation petition with the Pinal County Recorder on July 1, 2015. The annexation contains approximately 312.97 acres. The site is generally bounded by the Bonnybrooke Road alignment to the north, Padilla Road to the west, the Quail Run Road alignment to the east and existing irrigation canals and the CAP canal to the south. A detailed map and legal description is provided with this report.

The Town of Florence is required by Arizona Revised Statutes to hold a public hearing within the last ten days of the 30 day waiting period. This public hearing, which purpose is to obtain public comment regarding the proposed annexation, was noticed per State statutes.

FINANCIAL IMPACT:

The annexation of the subject farm land will have a nominal impact. The development of the proposed solar farm on the subject site will produce significant positive fiscal impacts. A detailed fiscal impact report is included with this report.

RECOMMENDATION:

Hold the public hearing on Annexation No. 2015-01, more commonly known as the Bonnybrooke Solar Project annexation.

ATTACHMENT:

Bonnybrooke Solar Project Annexation Filing with Legal, Map and blank petition
Bonnybrooke Solar Project Economic and Fiscal Impact Report

FR



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

DATE/TIME: 07/01/2015 840
FEE: \$8.00
PAGES: 7
FEE NUMBER: 2015-042969



When recorded mail to:

Florence Town Clerk
Town of Florence
P.O. Box 2670
775 N. Main Street
Florence, Arizona 85132

TOWN OF FLORENCE

Blank Annexation Petition

Annexation No. 2015-01
Bonnybrooke Solar Project Annexation

July 1, 2015

**TOWN OF FLORENCE
ANNEXATION PETITION
BONNYBROOKE SOLAR PROJECT ANNEXATION
ANNEXATION NO. 2015-01**

**TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE,
ARIZONA,**

We the undersigned, owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Florence in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the Town of Florence, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit "A-2" and made a part hereof, request the Town of Florence to annex the following described territory, provided that the requirements of A.R.S. Section 9-471, and amendments thereto are fully observed.

The description of the territory to be annexed, not already within the present limits of the Town of Florence and located in Pinal County, Arizona, is as described on Exhibit "A-1" and made a part hereof.

The area being placed under petition contains 312.971 acres, more or less.

Exhibit A-1 Bonnybrooke Solar Project Annexation

LEGAL DESCRIPTION

PARCEL 1

A parcel of land, being a portion of the East Half (E1/2) of Section 29, Township 4 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at a found plastic capped iron bar stamped "Found Pt RLS 37401" monumenting the North Quarter corner of said Section 29, from which a found 3" aluminum capped post stamped "RLS 37401" monumenting the Northeast corner of said Section 29 bears South 89°40'43" East, a measured geodetic bearing and basis of bearings for this description (record South 89°30'47" East per Record of Survey by Hansen Surveying and Engineering, recorded in Surveys Book 18, Page 75, records of said Pinal County, herein referenced as record source "RH"), a distance of 2,637.21 feet (record 2,637.84 feet per "RH");

THENCE South 89°40'43" East (record South 89°30'47" East per "RH"), along the North line of said Section 29, a distance of 2,637.21 feet (record 2,637.84 feet per "RH"), to said found 3" aluminum capped post stamped "RLS 37401" monumenting said Northeast corner of said Section 29;

THENCE South 00°23'30" East (record South 00°17'21" East per "RH"), along the East line of said Section 29, a distance of 2,627.64 feet (record 2,624.18 feet per "RH") to a found ¾" iron bar monumenting the East Quarter corner of said Section 29;

THENCE South 01°54'21" East (record South 01°48'37" East per "RH"), continuing along said East line of said Section 29, a distance of 1,949.70 feet to a calculated point in the center line of the Florence-Casa Grande Canal;

THENCE South 41°29'54" West, along said center line of said Florence-Casa Grande Canal, a distance of 901.58 feet to calculated point on the South line of said Section 29;

THENCE South 89°33'11" West, along said South line of said Section 29, a distance of 2,035.79 feet to a found 2" aluminum capped iron bar stamped "LS 17258" monumenting the South Quarter corner of said Section 29;

THENCE North 00°56'42" West (record North 00°50'49" West per "RH"), along said North-South mid-Section line of said Section 29, a distance of 2,626.72 feet (record 2,627.13

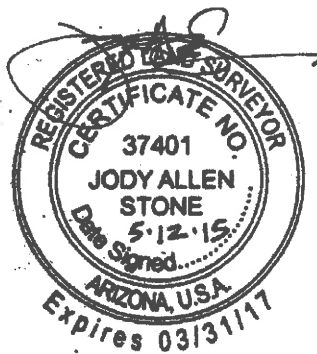
feet per "RH") to a found 2" aluminum capped iron bar stamped "LS 17258" monumenting the Center of said Section 29;

THENCE North 00°56'20" West (record North 00°50'49" West per "RH"), along said North-South mid-Section line of said Section 29, a distance of 2,656.14 feet to the **TRUE POINT OF BEGINNING**.

Containing 312.971 acres, more or less.

AND;

That portion of the South 33.00 feet of Section 20, the South 33.00 feet of the West 33.00 feet of Section 21, the West 33.00 feet of Section 28, Township 4 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, lying adjacent to the above described Parcel 1.



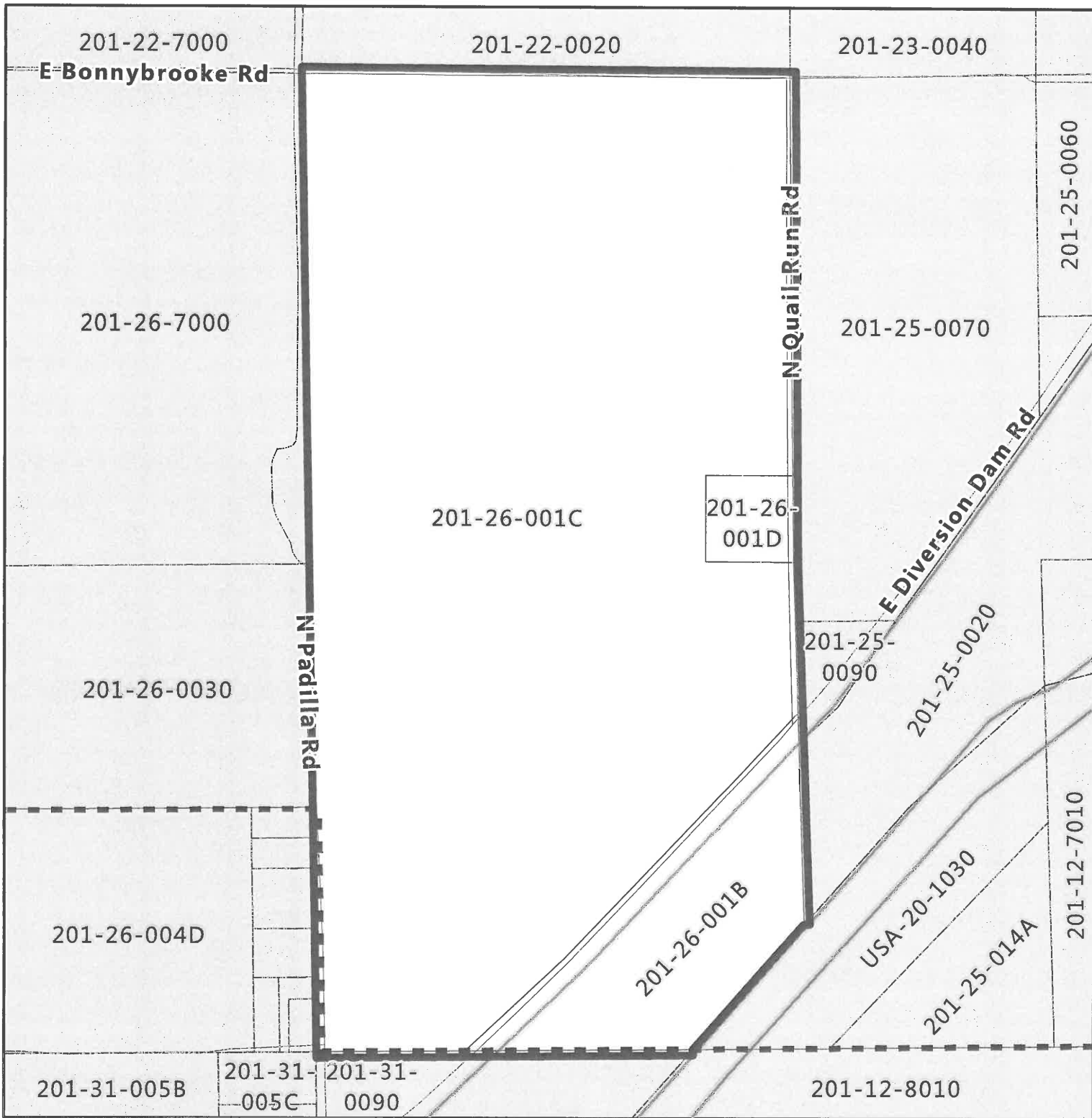
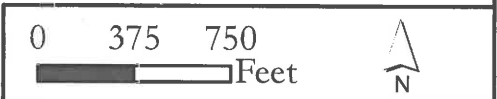


Exhibit A-2: Bonnybrooke Solar Project Annexation

-  Site Location
-  Parcel Lines
-  Town Limits



Legal Description

Refer to Exhibit A-1 for legal description

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.

ANNEXATION AFFIDAVIT
Annexation No. 2015-01
Bonnybrooke Solar Project Annexation

Personally appears before me, Mark Eckhoff, Community Development Director of the Town of Florence, who, first being duly sworn deposes and says as follows:


1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the Town of Florence, Arizona and I am qualified to make this affidavit on behalf of and for the Town.
3. I have made a diligent search of the records of the Office of the Clerk of the Town and of the Office of the Pinal County Recorder for any annexation filing, which might involve territory sought to be annexed in the Town Annexation Petition, which is filed herewith, with exhibits, in the Office of the Pinal County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFIANT SAYETH NOT.



Mark Eckhoff, Community Development Director

SWORN TO AND SUBSCRIBED before me this 30th day of June 2015.



Notary Public for the State of Arizona



My commission expires: 1-5-19

Bonnybrooke Solar Project Economic and Fiscal Impact Report & Cost/Benefit Analysis Town of Florence, Arizona



Prepared for:

Town of Florence

&

SunPower

June 2015

DRAFT
06/22/2015

Prepared by:



Elliott D. Pollack & Company
7505 East 6th Avenue, Suite 100
Scottsdale, Arizona 85251

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Executive Summary

Introduction

SunPower is a global provider of solar technology and energy services for residential, commercial and power plant applications. The following summary details the economic and fiscal impacts as well as the net cost/benefit of the construction and ongoing operations of the proposed Bonnybrooke Solar Project to the Town of Florence, if annexed. This solar power generating facility would produce up to 50 MW of power and is currently located in unincorporated Pinal County, approximately four miles east of the Town of Florence.

Economic Impacts

Solar facilities have a notable impact on both local and regional economies.. The Bonnybrooke Solar Project will create significant construction employment and create jobs for Pinal County residents during operations. There will be 150 onsite construction jobs at peak activity, which will create approximately 39 spin-off jobs within Pinal County and more throughout the State. Total construction related wages will total over \$5.7 million. In addition, there is expected to be onsite employment and contract work of three jobs within the County over the project's assumed 35 years of operations, creating over \$6.9 million in wages throughout the project's life.

Constructing the project is expected to generate an estimated \$27.5 in economic activity throughout Pinal County. Through 35 years of operations, an additional \$39.3 million in economic activity will occur within the County's economy. All totaled, the Bonnybrooke Solar Project is expected to create over \$66.8 million in economic activity within Pinal County.



Economic Impact over Life of Project Bonnybrooke Solar Project Pinal County (2015 dollars)			
Construction			
Impact Type	Jobs	Wages	Economic Output
Direct	150	\$4,359,000	\$23,800,000
Indirect	29	\$1,016,000	\$2,453,000
Induced	10	\$329,000	\$1,294,000
Total	189	\$5,704,000	\$27,547,000
Operations			
Impact Type	Annual Jobs	Wages over 35 Yrs	Economic Output (35 yrs)
Direct	2	\$5,978,000	\$35,735,000
Indirect	1	\$616,000	\$2,187,500
Induced	0.3	\$343,000	\$1,344,000
Total	3	\$6,937,000	\$39,266,500
1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures. Operating jobs are average annual while wages and economic output represent totals over 35 years. Source: Elliott D. Pollack & Company; IMPLAN			

Fiscal Impacts

Construction and operations of the solar project will create significant tax revenue for the Town of Florence and other local entities. The substantial value from solar equipment and the new commercial use will drastically increase the property value of the site. Significantly increased property taxes from the project will comprise the majority of the fiscal impact. Town revenue will also be generated from construction sales tax as well as employee generated revenue.

The Town of Florence will receive an estimated \$493,130 in cumulative tax and fee revenue from construction related impacts. Nearly 88% of this Town revenue (\$431,630) will be generated in the first year (2016) following annexation.

Through annual property tax payments and employee generated revenue, an additional total of nearly \$884,775 will be paid to the Town of Florence stemming from operations. Combined construction and operations impacts total nearly \$1.4 million over the life of the project.

The project will also benefit many other taxing jurisdictions such as Pinal County, Florence Unified School District, Florence Flood Control District, and others. Property taxes paid to the



Florence Unified School District will total over \$5.8 million. Pinal County (including county level entities such as the library and junior college) are projected to receive over \$5.6 million. Florence Flood is expected to collect over \$1.7 million. Other taxing districts will receive a total of nearly \$1.6 million over the life of the project. In total, the cumulative impact to the Town of Florence, Pinal County and the Pinal County region is nearly \$16.1 million.

35 Year Fiscal Impact Summary	
Bonnybrooke Solar Project - Town of Florence	
(2015 dollars)	
Construction Impact	
Property tax	\$61,500
Construction Sales Tax (non-solar components)	\$286,000
Annexation Application, Civil Design, & ROW	\$29,382
Demolition, Construction Staging, Permits, Impact Fees	\$7,167
Town Admin Fees	\$63,181
Secondary revenues from employment	\$45,900
Total impact during construction	\$493,130
35-Year Operations Impact	
Commercial Property Tax	\$848,200
Employee Spending Sales Tax	\$32,900
Resident Property Tax	\$3,500
State Shared Revenues	\$175
Total Operations Impact	\$884,775
Impact to Town of Florence	\$1,377,910
Impact to Pinal County	\$5,609,750
Impact to Florence Unified School District	\$5,819,390
Impact to Florence Flood District	\$1,704,510
Impact to Other Districts	\$1,584,650
GRAND TOTAL FISCAL IMPACT	\$16,096,205
<p><small>1/ Town administration fees are best estimates according to Town of Florence. These figures may not be the finalized dollar amount.</small></p> <p><small>Source: Elliott D. Pollack & Co.; IMPLAN; AZDOR; AZ Tax Research Association</small></p>	



During operations, Florence will receive \$25,450 in taxes on an average annual basis over the 35-year life of operations. Property taxes will start much higher, nearly \$40,000 at the onset of the project and then gradually decrease as depreciation of equipment is factored over time.

Average Annual Fiscal Impact Snapshots				
Bonnybrooke Solar Project				
Town of Florence				
(2015 dollars)				
Florence Revenue Source	1st Year of Full Assessment	Mid-Point	Final Years	TOTAL Revenue
	2019	2035	2050	
Property Tax	\$39,500	\$25,300	\$14,300	\$848,200
Secondary Revenue	\$1,045	\$1,045	\$1,045	\$36,575
Total	\$40,545	\$26,345	\$15,345	\$884,775
Source: EDPCo; IMPLAN; AZ Department of Revenue; AZ Tax Research Association				

Cost/Benefit Analysis

The basic approach for the cost/benefit analysis is to determine the level and character of current and future development and then to model the revenues and expenditures likely to be associated with this development.

Town staff from each potentially affected department participated in this analysis to include every expected expenditure. The analysis considered any potential operating expense, additional personnel, capital costs for new or replacement infrastructure as well as relevant maintenance costs for items such as annexed roadways.

Future conditions for this particular annexation are very straightforward for the next 35 years. This property will be the site of the 50 MW Bonnybrooke solar project and no other developments are expected on this property during that time period.

For a comparison of operating expenses to revenue, revenue was compared to ongoing operating expenses over a 35-year analysis period. Revenue includes sales taxes, property taxes, application fees, town administration fees, civil design and right of way fees, building permit costs and community development fees. The only expenses that were identified relate to ongoing road maintenance of newly annexed portions of Diversion Dam Road and Quail Run Road.



Due to the lack of any immediate need to service the property after annexation (no residents or capital project needs), there is a net gain expected in year one after annexation. Construction related revenues in 2016 alone total an estimated \$431,630 in net Town revenue.

2016 Net Fiscal Impact Summary	
Bonnybrooke Solar Project - Town of Florence	
(2015 dollars)	
Construction Revenue	
Construction Sales Tax (non-solar components)	\$286,000
Annexation Application, Civil Design, & ROW	\$29,382
Demolition, Construction Staging, Permits, Impact Fees	\$7,167
Town Admin Fees ^{1/}	\$63,181
Secondary revenues from employment	\$45,900
Total Construction Related Revenue	\$431,630
2016 Town of Florence Revenue	\$431,630
2016 Town of Florence Expenditure	\$0
NET FISCAL BENEFIT	\$431,630
<p>^{1/} Town administration fees are best estimates according to Town of Florence. These figures may not be the finalized dollar amount.</p> <p>Source: Elliott D. Pollack & Co.; IMPLAN; AZDOR; Town of Florence; SunPower; ATRA</p>	

All subsequent years also show significant net gains in revenue. **After 35 years, a \$1.2 million fund balance would be generated.**



35 Year Net Fiscal Impact Summary	
Bonnybrooke Solar Project - Town of Florence	
(2015 dollars)	
Construction Revenue	
Property tax	\$61,500
Construction Sales Tax (non-solar components)	\$286,000
Annexation Application, Civil Design, & ROW	\$29,382
Demolition, Construction Staging, Permits, Impact Fees	\$7,167
Town Admin Fees ^{1/}	\$63,181
Secondary revenues from employment	\$45,900
Total Construction Related Revenue	\$493,130
35-Year Operations Revenue	
Commercial Property Tax	\$848,200
Employee Spending Sales Tax	\$32,900
Resident Property Tax	\$3,500
State Shared Revenues	\$175
Total Operations Revenue	\$884,775
35-Year Operations Expenditures	
Road/Culvert Maintenance	\$150,210
Total Town of Florence Revenue	\$1,377,905
Total Town of Florence Expenditure	\$150,210
NET FISCAL BENEFIT	\$1,227,695
<p>^{1/} Town administration fees are best estimates according to Town of Florence. These figures may not be the finalized dollar amount.</p> <p>Source: Elliott D. Pollack & Co.; IMPLAN; AZDOR; Town of Florence; SunPower; ATRA</p>	



Conclusions

The annexation area appears to have the potential to provide much more revenue to the Town than the expected costs related to annexing. This is based on the following observations as outlined:

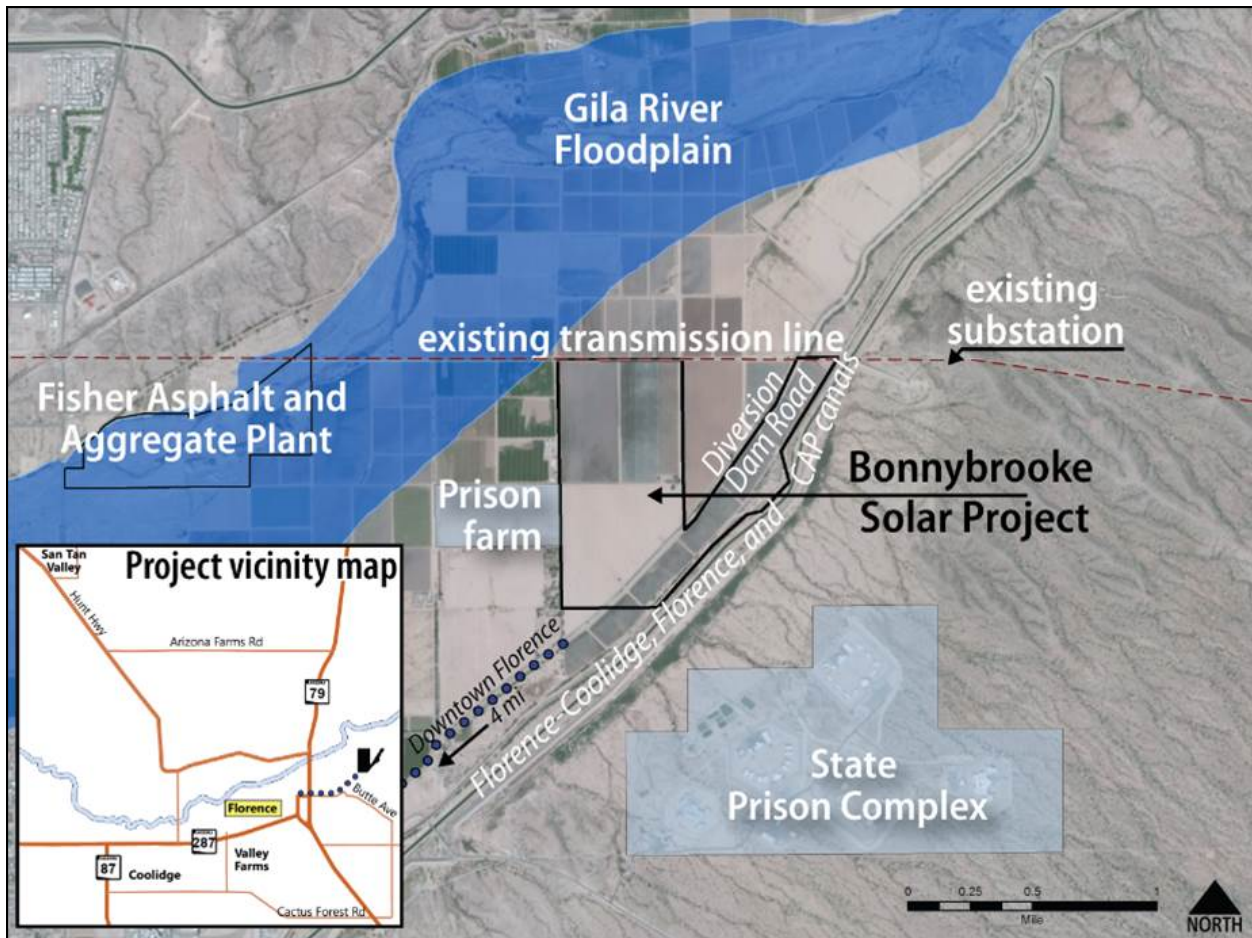
1. New property taxes from the addition of the 50 MW Bonnybrooke solar project represents the most significant revenue source that would be collected by the Town. This revenue is considered a stable source after the project is built.
2. Operating costs for the annexation will be limited to road repair and maintenance. Due to the fact that the developer of the Bonnybrooke project will also improve the annexed roadways up to the required specifications, little maintenance is expected initially. Over the 35-year analysis period, the Town Engineer estimated \$150,210 in total roadway maintenance costs. This compares favorably to the expected \$1.4 million in future revenue.

From a financial perspective, it is the opinion of this firm that the annexation is recommended.



1.0 Introduction

Elliott D. Pollack and Company has been retained by SunPower to perform an economic and fiscal impact study as well as a cost/benefit analysis of the construction and ongoing operations of a proposed solar power generating facility that would produce up to 50 MW currently located in unincorporated Pinal County, Arizona. This project is known as the Bonnybrooke Solar Project, located approximately 4 miles east of the Town of Florence. Annexation into the Town of Florence is being considered. This report calculates the economic and fiscal benefits of the project assuming the project is annexed into the Town.



The study focuses on the economic and fiscal impacts of the following:

1. Construction of the proposed project.
2. Stabilized operations of the project over the expected 35-year economic life.

Economic impact analysis examines the regional implications of an activity in terms of three basic measures: output, earnings, and job creation. Fiscal impact analysis evaluates the public revenues and costs created by a particular activity. In fiscal impact analysis, the primary revenue



sources of a city, county, or state government are analyzed to determine how the activity may financially affect them.

This study prepared by Elliott D. Pollack & Company is subject to the following considerations and limiting conditions.

- It is our understanding this study is for the client's due diligence and other planning purposes. Neither our report, nor its contents, nor any of our work were intended to be included and, therefore, may not be referred to or quoted in whole or in part, in any registration Statement, prospectus, public filing, private offering memorandum, or loan agreement without our prior written approval.
- The reported economic and fiscal impact findings outlined in this report represent the considered judgment of Elliott D. Pollack and Company based on the assumptions, analyses, and methodologies described in the report.
- Except as specifically stated to the contrary, this study will not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, State and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction. The user of this study will be responsible for making his/her own determination about the impact, if any, of these matters.
- This study is intended to be read and used as a whole and not in parts.
- The analysis is based on the current tax structure and rates imposed by the county. Changes in those rates would alter the findings of this study. All dollar amounts are stated in constant 2015 dollars and, unless indicated, do not take into account the effects of inflation.
- The analysis outlined in this study is based on currently available information and estimates and assumptions about long-term future trends. Such estimates and assumptions are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur; therefore, the actual results achieved may vary materially from the forecasted results. The assumptions disclosed in this market study are those that are believed to be significant to the projections of future results.

The following section will describe the assumptions and methodologies used to estimate the economic and fiscal impact of both the construction and stabilized operations of the proposed project. Section 3.0 will describe the impact of construction on the Town of Florence. Section 4.0 outlines the effect of stabilized operations on The Town of Florence and other jurisdictions. Section 5.0 details the cost/benefit analysis of the project for the Town of Florence and concludes with a recommendation from a financial perspective.



2.0 Methodology & Assumptions

2.1 Project Assumptions

The following table outlines the assumptions used in estimating the property tax impacts of the proposed Bonnybrooke Solar Project. With the exception of the San Carlos Irrigation District, these rates are applied to every \$100 of net assessed value. The irrigation district assigns a price per acre of land as opposed to relying on the assessed value. These rates are current as of the writing of this report and are used for the entire duration of the project life.

Property Tax Rates Bonnybrooke Solar Project	
DISTRICT	RATE
County Primary Tax	3.7999
Pinal County Jr. College	2.2633
Pinal County Flood	0.17
CAWC	0.14
Fire District Assistance Tax	0.0674
Pinal County Library	0.097
CAVIT	0.05
Pinal County Total	6.5876
Florence USD #001 Primary	5.5174
Florence USD #001 "B" Bonds	0.9946
Florence USD #001 Override	0.6409
School District Total	7.1529
Town of Florence	1.1182
Florence Flood	2.0951
State School Equalization	0.5089
Grand Total	17.4627
Special District (\$ per acre)	
San Carlos Irrigation	73
Source: Pinal County Assessor's Office	

2.2 Economic Impact Methodology

Economic impact analysis examines the economic implications of an activity in terms of output, earnings, and employment. For this study, the analysis focuses on the jobs and corresponding output and wages that are created by the construction and ongoing operations of the proposed solar project.

The different types of economic impacts are known as direct, indirect, and induced, according to the manner in which the impacts are generated. For instance, direct employment consists of permanent jobs held by employees or onsite construction workers. Indirect employment is those jobs created by businesses that provide goods and services essential to construction or operations



of the project. These businesses range from manufacturers (who make goods) to wholesalers (who deliver goods) to service-oriented firms (who support direct operations). Finally, the spending of wages and salaries of direct and indirect employees on items such as food, housing, transportation and medical services creates induced employment in all sectors of the economy, throughout the County and State. These secondary effects were captured in the analysis conducted in this study.

Multipliers have been developed to estimate the indirect and induced impacts of various direct economic activities. The Minnesota IMPLAN Group (also known as MIG, Inc.), a nationally recognized company which is the sole-source provider of the IMPLAN economic impact modeling system, developed the multipliers used in this study. Founded in 1993, the IMPLAN system was formed as an outgrowth of research work by professors from the University of Minnesota. The data from this system allows our analysts to examine and model complex multiplier models of local economies. In this case, the economy of Pinal County has been selected.

The economic impact is categorized into three types of impacts:

- (1) Employment Impact – the total wage, salary and self employed jobs in a region. Jobs include both part time and full time workers.
- (2) Earnings Impact – the personal income, earnings or wages, of the direct, indirect and induced employees. Earnings include total wage and salary payments as well as benefits of health and life insurance, retirement payments and any other non-cash compensation.
- (3) Economic Output – the economic output, also referred to as economic activity, relates to the gross receipts for goods or services generated by a project's operations.

Economic impacts are by their nature regional in character. The direct impact of job creation will be primarily concentrated in the surrounding Pinal County communities; however the impact will be felt all throughout the State. All dollar figures, unless otherwise stated, are expressed in current dollars.

2.3 Fiscal Impact Methodology

Fiscal impact analysis studies the public revenues associated with a particular economic activity. The primary revenue sources of local, county, and state governments (i.e. taxes) are analyzed to determine how an activity may affect the various jurisdictions. This section will evaluate the impact of the proposed project on The Town of Florence and other local jurisdictions.

The fiscal impact figures cited in this report have been generated from information provided by a variety of sources including the U.S. Bureau of the Census, the U.S. Department of Labor, the



Internal Revenue Service, the State of Arizona, Pinal County, the Arizona Tax Research Association, and the U.S. Consumer Expenditure Survey.

Elliott D. Pollack and Company has relied upon the client for estimates of construction cost. In addition, this firm relied upon estimates of Town cost from Town of Florence staff. Unless otherwise stated, all dollar values are expressed in 2015 dollars.

Fiscal impacts are categorized by type in this study, similar to economic impact analysis. The major sources of revenue generation for governmental entities are related to the construction and operations of the proposed solar project.

Construction impacts relate to the revenues generated from construction of the project and include the State and local sales taxes levied on non-solar construction materials. In addition, the Town will benefit from the spending of construction workers within Town limits.

This project would begin creating additional revenue once it is constructed and starts operating. For Town of Florence, revenues will include sales taxes, property taxes, and State shared revenues. Following is a description of the applicable revenue sources that will be considered for this analysis.

- Construction Sales Tax

The State as well as counties and cities in Arizona levy a sales tax on materials used in the construction of buildings or development of land improvements. That tax is calculated by State law under the assumption that 65% of the construction cost of the project and its land improvements are related to construction materials with the remaining 35% devoted to labor. The sales tax rate is applied to the 65% materials figure. The sales tax on construction materials is a one-time collection by the governmental entity. Construction sales tax is generated during any new building construction as well as from improvements. The tax rate for the State is 5.6%, and a portion is shared with counties, cities and towns through revenue sharing formulas. The Town of Florence's rate is 4.0%.

Typically, construction of a project would generate construction sales taxes. However, Arizona Revised Statute ARS 42-5075, section 13 allows for the following exemption for renewable energy projects:

For taxable periods beginning from and after December 31, 1996 and ending before January 1, 2017, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the department as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the department for examination.

It is anticipated that construction will begin prior to the expiration of this exemption. The majority of the project is expected to be exempt from construction sales tax. However,



based on past completed projects, a portion of the project will be comprised of non-solar components and subject to tax.

- Sales Tax

The State, counties, and local cities charge sales tax on retail goods and services. These tax rates are applied to the estimated taxable commercial sales. The tax rate for the State is 5.6%, and a portion is shared with counties, cities and towns through revenue sharing formulas. Town of Florence's rate is 2.0%.

- Property Taxes

Taxes on real and personal property will be levied on the Bonnybrooke project and equipment. Direct, indirect and induced employees supported by the project would also pay property taxes on homes they occupy. In order to estimate property taxes, the value of a typical housing unit in the place of residence for all of the employees has been calculated at the median home value of the county, including both single family homes and apartment units. This value assumes that employees would occupy units in a pattern similar to the current inventory of housing in the county.

Property taxes are paid both during construction as well as annually (at a depreciated rate) once the project is operating. For Renewable Energy projects such as the Bonnybrooke Solar Project, Arizona Revised Statute 42-14155 values renewable energy equipment at the taxable original cost which is now defined as development cost net of federal grants or investment tax credits. It then further reduces the assessed value to 20% of the depreciated original cost and adds back the purchase price of the land.

During construction, the property tax is calculated on a base that is equal to the construction contract value multiplied by the assessment ratio (commercial property will have an 18% assessment ratio by 2016). Once the project is operating, the project will be centrally assessed by the Arizona Department of Revenue and pay personal property taxes based on specified formulas described in Arizona Revised Statute 42-14145 "Computing Valuation of Electric Generation Facilities". The initial "net book" value is based on a depreciation rate each year (in this case, a 30-year schedule) plus annual materials and supplies and construction work in progress. After the 30% investment tax credit reduction and 80% Arizona renewable energy equipment deduction and addition of the original cost of land, the resulting full cash value is then multiplied by the assessment ratio (18%) to derive the net assessed value. This value is then subject to the property taxes for each district.

Within tables displaying annual impacts, property taxes have been calculated to represent the year in which the tax would be collected by each taxing entity. This effectively creates a two year lag between the assessed year and the year that the tax is collected. In addition, property tax bills are split evenly with half of the liability due October 1 of the tax year and the second half due March 1 of the following year. These payment deadlines have been incorporated into the annual property tax calculations.



- State Shared Revenues

Each municipality in Arizona receives a portion of State revenues from five different sources - State sales tax (see description above), State income tax, State unemployment tax, vehicle license tax and highway user tax. The formulas for allocating these revenues are primarily based on population.

- State Income Tax

The State of Arizona collects taxes on personal income. The tax rate used in the analysis averages about 1.6% for earnings. This percentage is based on the most recently available income tax data from the Arizona Department of Revenue. The factor is applied to the projected wage levels of direct, indirect and induced employees supported by the construction and operations of the project. Portions of this tax are redistributed through revenue sharing to cities throughout Arizona based on population.

- State Unemployment Tax

Unemployment insurance tax for employees is 2.7% on the first \$7,000 of earned income. This factor is applied to the projected wages and earnings of direct, indirect, and induced employees.

- HURF Taxes

The State of Arizona collects specific taxes for the Highway User Revenue Fund (HURF). Both the registration fees and the motor vehicle fuel tax (gas tax) are considered in this analysis. The motor vehicle fuel tax is \$0.18 per gallon and is calculated based on a vehicle traveling 12,000 miles per year at 20 miles per gallon. Registration fees average \$66 per employee in the State of Arizona. These factors are applied to the projected direct, indirect and induced employee count. Portions of these taxes are distributed to cities and counties throughout Arizona based on a formula that includes population and the origin of gasoline sales.

- Vehicle License Tax

The vehicle license tax is a personal property tax placed on vehicles at the time of annual registration. This factor is applied to the projected direct, indirect and induced employee count. The average tax used in this analysis is \$325 and portions of the total collections are distributed to the Highway User Revenue Fund. The remaining funds are shared between cities and counties in accordance with population-based formulas.

The above tax categories represent the largest sources of revenue generated to city, county and state governments. This analysis considers gross tax collections and does not differentiate among dedicated purposes or uses of such gross tax collections. All dollar figures, unless otherwise stated, are in constant 2015 dollars and do not take into account the effects of inflation.



3.0 Impact of Construction on Town of Florence

This section of the report outlines the economic and fiscal impact of the construction of the proposed solar project. Construction phase impacts are generally short-term effects related to onsite and offsite construction employment and other supporting industries. The long-term consequences are the operational phase impacts.

The proposed project has an expected 10-month construction build beginning in 2015. The economic impacts are expressed for the duration of construction.

3.1 Economic Impact of Construction

The Bonnybrooke Solar project would generate an estimated 150 onsite construction jobs during peak construction activity. About \$4.4 million in direct wages would be generated based on the total construction activity. Another 39 indirect and induced jobs would be created in Pinal County, which would also produce wages and economic activity. Altogether, the project would create approximately 189 jobs, \$5.7 million in wages and \$27.5 million in economic activity during the construction timeframe within Pinal County.

Economic Impact of Construction Bonnybrooke Solar Project Pinal County (2015 dollars)			
Impact Type	Jobs	Wages	Economic Output
Direct	150	\$4,359,000	\$23,800,000
Indirect	29	\$1,016,000	\$2,453,000
Induced	10	\$329,000	\$1,294,000
Total	189	\$5,704,000	\$27,547,000
1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures. Source: Elliott D. Pollack & Company; IMPLAN			

3.2 Fiscal Impact of Construction

The construction of the Bonnybrooke Solar Project would create significant tax revenues for the Town of Florence. Revenues have been defined in this analysis as either primary or secondary,



depending on their source and how the dollars flow through the economy into government tax accounts. For instance, some revenues, such as construction sales taxes, are straightforward calculations based on the cost of construction for non-solar components. These revenues are described in this study as primary revenues. Secondary revenues, on the other hand, flow from the wages of those direct, indirect and induced employees who are supported by the project as well as revenues that the State shares with counties and municipalities using a per capita formula. Revenue projections are based on typical wages of the employees working in the project, their spending patterns, and projections of where they might live.

The Town of Florence would benefit from primary sales tax revenue from the construction of non-solar components, property taxes from the value of construction work in progress as well as secondary impacts from the employees created by the development of the project.

The Town of Florence would collect over \$493,100 in construction related tax revenue. Nearly 88% of this Town revenue (\$431,630) will be generated in the first year following annexation.

The largest source of revenue would be construction sales tax on non-solar components. In addition, development related fees, increased property taxes as the value of the project’s equipment is assessed and added to the tax roll and employee generated impacts would provide significant revenue. These figures are summarized in the table below.

Fiscal Impact of Construction Bonnybrooke Solar Project Town of Florence (2015 dollars)							
Impact Type	Primary Revenues			Secondary Revenues			Total Revenues
	Property Tax	Construction Sales Tax (Non-solar comp)	Permit/ Impact/ Admin Fees	Employee Spending Sales Tax	Resident Property Tax	State Shared Revenues	
Direct	\$61,500	\$286,000	\$99,730	\$31,100	\$4,600	\$240	\$483,170
Indirect	N/A	N/A	N/A	\$6,500	\$900	\$40	\$7,440
Induced	N/A	N/A	N/A	\$2,200	\$300	\$10	\$2,510
Total	\$61,500	\$286,000	\$99,730	\$39,800	\$5,800	\$300	\$493,130
<small>1/ The figures are intended only as a general guideline as to how the county could be impacted by the project. The above figures are based on the current economic structure and tax rates of the State of Arizona and county. Source: Elliott D. Pollack & Company; IMPLAN; Arizona Department of Revenue; Arizona Tax Research Association</small>							

The property taxes paid as value is added to the property will not be limited to Town of Florence government. Significant additional property taxes will accrue to Pinal County, other county-level districts (such as the junior college system, flood, library, and fire district assistance), the



Florence Unified School District, Florence Flood District and other entities such as the State Equalization Fund and the San Carlos Irrigation District.

The following table displays property taxes paid by the project owners by taxing district as value begins to be added to the County's property tax rolls. Pinal County and other county-level entities will receive nearly \$362,400 in property tax related to construction activity onsite. In addition, the Florence Unified School District will receive nearly \$393,500 in property tax from the increased value of the property in the first couple years after construction. Other districts in the region will receive a total of nearly \$207,400.

It is important to note that while the value of the property will be assessed by the Arizona Department of Revenue, that value is then remitted to Pinal County to be taxed at the local level.

Property Tax Impact During Construction Bonnybrooke Solar Project				
DISTRICT	2017(2nd Half)	2018	2019(1st Half)	Total
County Primary Tax	\$36,456	\$104,512	\$68,056	\$209,025
Pinal County Jr. College	\$21,714	\$62,250	\$40,536	\$124,500
Pinal County Flood	\$1,631	\$4,676	\$3,045	\$9,351
CAWC	\$1,343	\$3,851	\$2,507	\$7,701
Fire District Assistance Tax	\$647	\$1,854	\$1,207	\$3,708
Pinal County Library	\$931	\$2,668	\$1,737	\$5,336
CAVIT	\$480	\$1,375	\$896	\$2,750
Pinal County Total	\$63,201	\$181,185	\$117,984	\$362,371
Florence USD #001 Primary	\$52,934	\$151,751	\$98,817	\$303,501
Florence USD #001 "B" Bonds	\$9,542	\$27,355	\$17,813	\$54,711
Florence USD #001 Override	\$6,149	\$17,627	\$11,479	\$35,255
School Districts	\$68,625	\$196,733	\$128,108	\$393,467
Town of Florence	\$10,728	\$30,755	\$20,027	\$61,510
Town of Florence	\$10,728	\$30,755	\$20,027	\$61,510
Florence Flood	\$20,100	\$57,624	\$37,523	\$115,247
State School Equalization	\$4,882	\$13,997	\$9,114	\$27,994
San Carlos Irrigation	\$16,036	\$32,072	\$16,036	\$64,144
Other Total	\$41,019	\$103,692	\$62,674	\$207,384
Grand Total	\$172,845	\$481,611	\$308,766	\$963,222
NOTES				
1 The total may not equal the sum of the impacts due to rounding.				
2 The figures for Pinal County as a whole are based on current tax rates and assume Bonnybrooke Solar would not impact these rates.				
3 The above analysis is based on currently available information and estimates from the assessor and each districts' respective budgets. The forecasts are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Changes in rates would alter the findings of this analysis.				
Source: Elliott D. Pollack & Company; IMPLAN; AZ Department of Revenue; AZ Tax Research Association; SunPower				



Revenues that would be generated to the Town through development and annexation related fees are detailed below. Based on input from SunPower and Town staff, the Town can expect to receive fee revenue from a variety of sources. These include the Town Building Department administration fee, annexation application fees, General Plan Amendment and PUD application fees, right of way permits and inspections, civil design fees, construction staging permits, demolition permits, building permits, and development impact fees. All combined, these fees total just over \$99,700 as currently estimated. These fees may change materially as final amounts are calculated.

Town of Florence Development Fees Bonnybrooke Solar Project	
Description	Estimated Fee Revenue
Town Building Dept. Admin Fee	\$63,181
Annexation, GPA, & PUD application fees	\$11,682
Right-of-Way Permits/Offsite Inspections	\$7,000
Civil Design Fees (Plan, Drainage, Design)	\$10,700
Construction Staging Permits	\$300
Permit/Development Impact Fees (O&M Building)	\$6,546
Demolition Permits	\$321
TOTAL	\$99,730
Source: Town of Florence; Elliott D. Pollack & Co.; SunPower	



4.0 Impact of Operations on Town of Florence

The operations of the Bonnybrooke Solar Project will generate jobs and annual revenue for the Town of Florence for the expected 35-year life of the project. As soon as the project is completed (expected in 2016), the following estimated impacts are anticipated to be achieved.

4.1 Economic Impact of Operations

The Bonnybrooke Solar Project will create employment opportunities for Pinal County residents. As the project is constructed placed into service, it will continue to produce jobs, economic activity, and tax revenue for Pinal County on an annual basis through operating activity for the next 35 years.

The following table displays the ongoing economic impact of operating the solar project. Onsite employment, contract work, and ripple effects within Pinal County would create approximately three direct, indirect, and induced jobs. Wages of nearly \$200,000 would be paid out on an annual basis and over \$1.1 million in economic output would be produced within the County each year. This would continue throughout the 35-year life of the project.

Annual Economic Impact of Operations Bonnybrooke Solar Project Pinal County (2015 dollars)			
Impact Type	Jobs	Wages	Economic Output
Direct	2	\$170,800	\$1,021,000
Indirect	1	\$17,600	\$62,500
Induced	0.3	\$9,800	\$38,400
Total	3	\$198,200	\$1,121,900

1/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures.
Source: Elliott D. Pollack & Company; IMPLAN

Through 35 years of operations, the project will create over \$6.9 million in wages and add an additional \$39.3 million in economic activity to Pinal County’s economy.



4.2 Fiscal Impact of Operations

Operations of the Bonnybrooke Solar Project will create tax revenue for the State, county and local governments. For this analysis, impacts were quantified for Town of Florence and other Pinal County entities with property taxing authority, such as the Florence Unified School District and Florence Flood Control District.

The Town of Florence will receive an estimated \$39,500 in property taxes and \$1,045 in secondary employee-generated taxes in the first full assessment year of the project and then receive gradually decreasing amounts as depreciation of the equipment occurs. Midway through the project (2035), combined taxes will total an estimated \$26,345 each year. This is comprised of an estimated \$25,300 in property taxes and \$1,045 in secondary employee-generated taxes. Near the end of the project (2050), taxes are estimated at \$14,300 each year in addition to employee impacts. Through the 35-year project operations life, nearly \$884,775 in taxes will accrue to the Town of Florence, in addition to construction related revenue.

Average Annual Fiscal Impact Snapshots Bonnybrooke Solar Project Town of Florence (2015 dollars)				
Florence Revenue Source	1st Year of Full Assessment	Mid-Point	Final Years	TOTAL Revenue
	2019	2035	2050	
Property Tax	\$39,500	\$25,300	\$14,300	\$848,200
Secondary Revenue	\$1,045	\$1,045	\$1,045	\$36,575
Total	\$40,545	\$26,345	\$15,345	\$884,775
Source: EDPCo; IMPLAN; AZ Department of Revenue; AZ Tax Research Association				

Similar to the construction impact, the property taxes paid will not be limited to the Town of Florence. Pinal County government, other county-level districts, the Florence Unified School District and others will receive significant revenues. For example, the Florence Unified School District will receive over \$246,300 in property tax in the first year of production from the increased value of the property and over the 35-year life of the project will receive over \$5.4 million. Other districts in the region will receive a total of nearly \$3.1 million during operations.

The final table below illustrates the average annual fiscal impact of operations on the Town of Florence. The property tax estimate is reported as the average annual collection by the Town



over the 35-year life of the project. The County would collect nearly \$25,450 on average each year from the operations of the Bonnybrooke project. The vast majority of this impact will be in direct property taxes due to the increased value of the land and the equipment placed into production.

Average Annual Fiscal Impact of Operations Over 35 Years Bonnybrooke Solar Project Town of Florence (2015 dollars)					
	Primary	Secondary			
	Property Tax	Employee Spending Sales Tax	Resident Property Tax	State Shared Revenues	Total Annual Revenues
Direct	\$24,400	\$760	\$70	\$4	\$25,230
Indirect	N/A	\$120	\$20	\$1	\$140
Induced	N/A	\$60	\$10	\$0	\$70
Total	\$24,400	\$940	\$100	\$5	\$25,450

1/ Property taxes are estimated as an annual average over the 35-year life of the project.

2/ The total may not equal the sum of the impacts due to rounding. All dollar figures are in constant dollars. Inflation has not been included in these figures. All figures are representative of the major revenue sources for the Town. The figures are intended only as a general guideline as to how the Town could be impacted by the project. The above figures are based on the current economic structure and tax rates of the Town.

Source: EDPCo; IMPLAN; AZ Department of Revenue; AZ Tax Research Association



5.0 Cost/Benefit Analysis

5.1 Overview

The basic approach for the cost/benefit analysis is to determine the level and character of current and future development and then to model the revenues and expenditures likely to be associated with this development.

Town staff from each potentially affected department participated in this analysis to include every expected expenditure. The analysis considered any potential operating expense, additional personnel, capital costs for new or replacement infrastructure as well as relevant maintenance costs for items such as annexed roadways.

Future conditions for this particular annexation are very straightforward for the next 35 years. This property will be the site of the 50 MW Bonnybrooke solar project and no other developments are expected on this property during that time period.

For a comparison of operating expenses to revenue, revenue was compared to ongoing operating expenses over a 35-year analysis period. Revenue includes sales taxes, property taxes, application fees, town administration fees, civil design and right of way fees, building permit costs and community development fees.

5.2 Benefits

As previously illustrated in the fiscal impact sections, the gross fiscal benefit of the Bonnybrooke Solar project is projected to be nearly \$1.4 million. This includes construction related revenues of \$493,130 such as construction sales tax, employee generated taxes, Town fees, and property taxes. It also includes the 35-year operations related revenue of \$884,775 comprised of property tax, employee generated taxes, and state shared revenue.

While excluded from this cost/benefit analysis, other entities such as Pinal County, Florence Unified School District, and Florence Flood Control District would be the recipient of several million dollars over the life of the project as well.

5.3 Costs

Working in coordination with Town Planning and other department staff, the analysis attempted to identify any expected cost of the annexation area as currently proposed for a solar generating facility. This resulted in focusing on three potential cost generators: police service, fire service, and roadway maintenance.

For police and fire, the departments compared records from existing solar facilities within the Town. The conclusion from both police and fire departments was that there is no expected costs related to this expansion.

The only expenses that were identified relate to ongoing road maintenance of newly annexed portions of Diversion Dam Road and Quail Run Road. Town Engineer Wayne Costa considers



both annexed roads to be low-volume roads. Total estimated maintenance costs would be \$150,210 for the 35-year analysis period. This would consist of pavement preservation for both roads, including yearly preventative maintenance and the maintenance of a few culverts.

5.4 Net Cost/Benefit

Taking into account the estimated road maintenance expense, this annexation is expected to generate net positive revenue for the Town. Due to the lack of any immediate need to service the property after annexation (no residents or capital project needs), there is a net gain expected in year one after annexation. Construction related revenues in 2016 alone total an estimated \$431,630 in Town revenue.

2016 Net Fiscal Impact Summary	
Bonnybrooke Solar Project - Town of Florence	
(2015 dollars)	
Construction Revenue	
Construction Sales Tax (non-solar components)	\$286,000
Annexation Application, Civil Design, & ROW	\$29,382
Demolition, Construction Staging, Permits, Impact Fees	\$7,167
Town Admin Fees ^{1/}	\$63,181
Secondary revenues from employment	\$45,900
Total Construction Related Revenue	\$431,630
2016 Town of Florence Revenue	\$431,630
2016 Town of Florence Expenditure	\$0
NET FISCAL BENEFIT	\$431,630
<p>^{1/} Town administration fees are best estimates according to Town of Florence. These figures may not be the finalized dollar amount.</p> <p>Source: Elliott D. Pollack & Co.; IMPLAN; AZDOR; Town of Florence; SunPower; ATRA</p>	

All subsequent years also show significant net gains in revenue. **After 35 years, a \$1.2 million fund balance would be generated.**



35 Year Net Fiscal Impact Summary	
Bonnybrooke Solar Project - Town of Florence	
(2015 dollars)	
Construction Revenue	
Property tax	\$61,500
Construction Sales Tax (non-solar components)	\$286,000
Annexation Application, Civil Design, & ROW	\$29,382
Demolition, Construction Staging, Permits, Impact Fees	\$7,167
Town Admin Fees ^{1/}	\$63,181
Secondary revenues from employment	\$45,900
Total Construction Related Revenue	\$493,130
35-Year Operations Revenue	
Commercial Property Tax	\$848,200
Employee Spending Sales Tax	\$32,900
Resident Property Tax	\$3,500
State Shared Revenues	\$175
Total Operations Revenue	\$884,775
35-Year Operations Expenditures	
Road/Culvert Maintenance	\$150,210
Total Town of Florence Revenue	\$1,377,905
Total Town of Florence Expenditure	\$150,210
NET FISCAL BENEFIT	\$1,227,695
<p>^{1/} Town administration fees are best estimates according to Town of Florence. These figures may not be the finalized dollar amount.</p> <p>Source: Elliott D. Pollack & Co.; IMPLAN; AZDOR; Town of Florence; SunPower; ATRA</p>	



5.5 Conclusions

The annexation area appears to have the potential to provide much more revenue to the Town than the expected costs related to annexing. This is based on the following observations as outlined:

1. New property taxes from the addition of the 50 MW Bonnybrooke solar project represents the most significant revenue source that would be collected by the Town. This revenue is considered a stable source after the project is built.
2. Operating costs for the annexation will be limited to road repair and maintenance. Due to the fact that the developer of the Bonnybrooke project will also improve the annexed roadways up to the required specifications, little maintenance is expected initially. Over the 35-year analysis period, the Town Engineer estimated \$150,210 in total roadway maintenance costs. This compares favorably to the expected \$1.4 million in future revenue.

From a financial perspective, it is the opinion of this firm that the annexation is recommended.



Appendix 1 – Property Tax Schedule for Life of Project



Property Tax Impact of Bonnybrooke Solar Project Construction and Operations 2017-2029

(2015 dollars)

DISTRICT	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
County Primary Tax	\$36,456	\$104,512	\$134,357	\$130,846	\$127,335	\$123,824	\$122,032	\$120,180	\$116,551	\$112,921	\$109,291	\$107,381	\$105,411
Pinal County Jr. College	\$21,714	\$62,250	\$80,026	\$77,934	\$75,843	\$73,752	\$72,685	\$71,582	\$69,420	\$67,258	\$65,096	\$63,958	\$62,785
Pinal County Flood	\$1,631	\$4,676	\$6,011	\$5,854	\$5,697	\$5,540	\$5,459	\$5,377	\$5,214	\$5,052	\$4,889	\$4,804	\$4,716
CAWC	\$1,343	\$3,851	\$4,950	\$4,821	\$4,691	\$4,562	\$4,496	\$4,428	\$4,294	\$4,160	\$4,027	\$3,956	\$3,884
Fire District Assistance Tax	\$647	\$1,854	\$2,383	\$2,321	\$2,259	\$2,196	\$2,165	\$2,132	\$2,067	\$2,003	\$1,939	\$1,905	\$1,870
Pinal County Library	\$931	\$2,668	\$3,430	\$3,340	\$3,250	\$3,161	\$3,115	\$3,068	\$2,975	\$2,883	\$2,790	\$2,741	\$2,691
CAVIT	\$480	\$1,375	\$1,768	\$1,722	\$1,676	\$1,629	\$1,606	\$1,581	\$1,534	\$1,486	\$1,438	\$1,413	\$1,387
Pinal County Total	\$63,201	\$181,185	\$232,924	\$226,837	\$220,750	\$214,664	\$211,557	\$208,347	\$202,055	\$195,762	\$189,470	\$186,158	\$182,743
Florence USD #001 Primary	\$52,934	\$151,751	\$195,084	\$189,986	\$184,888	\$179,790	\$177,188	\$174,500	\$169,230	\$163,959	\$158,689	\$155,915	\$153,055
Florence USD #001 "B" Bonds	\$9,542	\$27,355	\$35,167	\$34,248	\$33,329	\$32,410	\$31,941	\$31,456	\$30,506	\$29,556	\$28,606	\$28,106	\$27,591
Florence USD #001 Override	\$6,149	\$17,627	\$22,661	\$22,069	\$21,477	\$20,884	\$20,582	\$20,270	\$19,658	\$19,045	\$18,433	\$18,111	\$17,779
School Districts	\$68,625	\$196,733	\$252,912	\$246,303	\$239,694	\$233,084	\$229,711	\$226,226	\$219,394	\$212,561	\$205,729	\$202,132	\$198,424
Town of Florence	\$10,728	\$30,755	\$39,537	\$38,504	\$37,471	\$36,438	\$35,910	\$35,366	\$34,297	\$33,229	\$32,161	\$31,599	\$31,019
Town of Florence	\$10,728	\$30,755	\$39,537	\$38,504	\$37,471	\$36,438	\$35,910	\$35,366	\$34,297	\$33,229	\$32,161	\$31,599	\$31,019
Florence Flood	\$20,100	\$57,624	\$74,079	\$72,143	\$70,207	\$68,271	\$67,283	\$66,262	\$64,261	\$62,260	\$60,258	\$59,205	\$58,119
State School Equalization	\$4,882	\$13,997	\$17,994	\$17,523	\$17,053	\$16,583	\$16,343	\$16,095	\$15,609	\$15,123	\$14,637	\$14,381	\$14,117
San Carlos Irrigation	\$16,036	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072
Other Total	\$41,019	\$103,692	\$124,144	\$121,738	\$119,332	\$116,926	\$115,698	\$114,429	\$111,942	\$109,454	\$106,967	\$105,658	\$104,308
Grand Total	\$172,845	\$481,611	\$609,981	\$594,878	\$579,776	\$564,674	\$556,966	\$549,003	\$533,390	\$517,778	\$502,166	\$493,948	\$485,475

NOTES

- 1 The total may not equal the sum of the impacts due to rounding.
- 2 All dollar figures are in constant dollars. Inflation has not been included in these figures.
- 3 Depreciation uses a 30 year straight line depreciation for purpose of this analysis as advised by the Arizona Department of Revenue.
- 4 The figures for Pinal County as a whole are based on the current tax rates and assume Bonnybrooke Solar would not impact these rates.
- 5 The above analysis is based on currently available information and estimates from the assessor and each districts' respective budgets. The forecasts are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Changes in rates would alter the findings of this analysis.

Source: Elliott D. Pollack & Company; IMPLAN; Arizona Department of Revenue; Arizona Tax Research Association; SunPower




Property Tax Impact of Bonnybrooke Solar Project Operations 2030-2041 (2015 dollars)												
DISTRICT	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
County Primary Tax	\$101,663	\$97,914	\$95,885	\$93,797	\$89,930	\$86,063	\$82,196	\$80,049	\$77,842	\$73,856	\$69,871	\$65,886
Pinal County Jr. College	\$60,552	\$58,320	\$57,111	\$55,867	\$53,564	\$51,261	\$48,958	\$47,679	\$46,364	\$43,990	\$41,617	\$39,243
Pinal County Flood	\$4,548	\$4,380	\$4,290	\$4,196	\$4,023	\$3,850	\$3,677	\$3,581	\$3,482	\$3,304	\$3,126	\$2,948
CAWC	\$3,746	\$3,607	\$3,533	\$3,456	\$3,313	\$3,171	\$3,028	\$2,949	\$2,868	\$2,721	\$2,574	\$2,427
Fire District Assistance Tax	\$1,803	\$1,737	\$1,701	\$1,664	\$1,595	\$1,527	\$1,458	\$1,420	\$1,381	\$1,310	\$1,239	\$1,169
Pinal County Library	\$2,595	\$2,499	\$2,448	\$2,394	\$2,296	\$2,197	\$2,098	\$2,043	\$1,987	\$1,885	\$1,784	\$1,682
CAVIT	\$1,338	\$1,288	\$1,262	\$1,234	\$1,183	\$1,132	\$1,082	\$1,053	\$1,024	\$972	\$919	\$867
Pinal County Total	\$176,245	\$169,747	\$166,229	\$162,608	\$155,905	\$149,201	\$142,498	\$138,774	\$134,948	\$128,039	\$121,130	\$114,221
Florence USD #001 Primary	\$147,613	\$142,170	\$139,224	\$136,192	\$130,577	\$124,962	\$119,348	\$116,230	\$113,025	\$107,238	\$101,452	\$95,665
Florence USD #001 "B" Bonds	\$26,610	\$25,628	\$25,097	\$24,551	\$23,539	\$22,526	\$21,514	\$20,952	\$20,375	\$19,331	\$18,288	\$17,245
Florence USD #001 Override	\$17,147	\$16,514	\$16,172	\$15,820	\$15,168	\$14,516	\$13,863	\$13,501	\$13,129	\$12,457	\$11,785	\$11,112
School Districts	\$191,369	\$184,313	\$180,493	\$176,562	\$169,283	\$162,005	\$154,726	\$150,683	\$146,529	\$139,027	\$131,525	\$124,023
Town of Florence	\$29,916	\$28,813	\$28,216	\$27,602	\$26,464	\$25,326	\$24,188	\$23,556	\$22,907	\$21,734	\$20,561	\$19,388
Town of Florence	\$29,916	\$28,813	\$28,216	\$27,602	\$26,464	\$25,326	\$24,188	\$23,556	\$22,907	\$21,734	\$20,561	\$19,388
Florence Flood	\$56,052	\$53,986	\$52,867	\$51,715	\$49,583	\$47,452	\$45,320	\$44,135	\$42,919	\$40,721	\$38,524	\$36,327
State School Equalization	\$13,615	\$13,113	\$12,841	\$12,562	\$12,044	\$11,526	\$11,008	\$10,720	\$10,425	\$9,891	\$9,357	\$8,824
San Carlos Irrigation	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072
Other Total	\$101,739	\$99,171	\$97,780	\$96,349	\$93,699	\$91,049	\$88,399	\$86,928	\$85,415	\$82,684	\$79,953	\$77,222
Grand Total	\$469,353	\$453,230	\$444,502	\$435,519	\$418,887	\$402,255	\$385,623	\$376,385	\$366,892	\$349,750	\$332,608	\$315,466
NOTES												
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3 Depreciation uses a 30 year straight line depreciation for purpose of this analysis as advised by the Arizona Department of Revenue.												
4 The figures for Pinal County as a whole are based on the current tax rates and assume Bonnybrooke Solar would not impact these rates.												
5 The above analysis is based on currently available information and estimates from the assessor and each districts' respective budgets. The forecasts are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Changes in rates would alter the findings of this analysis.												
Source: Elliott D. Pollack & Company; IMPLAN; Arizona Department of Revenue; Arizona Tax Research Association; SunPower												



Property Tax Impact of Bonnybrooke Solar Project													
2042-2053 Operations and Cumulative Total													
(2015 dollars)													
DISTRICT	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	TOTAL
County Primary Tax	\$63,619	\$61,294	\$57,190	\$53,086	\$50,738	\$50,145	\$49,552	\$48,959	\$48,426	\$47,952	\$47,477	\$47,003	\$3,091,489
Pinal County Jr. College	\$37,893	\$36,508	\$34,064	\$31,619	\$30,220	\$29,867	\$29,514	\$29,161	\$28,843	\$28,561	\$28,279	\$27,996	\$1,841,356
Pinal County Flood	\$2,846	\$2,742	\$2,559	\$2,375	\$2,270	\$2,243	\$2,217	\$2,190	\$2,166	\$2,145	\$2,124	\$2,103	\$138,307
CAWC	\$2,344	\$2,258	\$2,107	\$1,956	\$1,869	\$1,847	\$1,826	\$1,804	\$1,784	\$1,767	\$1,749	\$1,732	\$113,900
Fire District Assistance Tax	\$1,128	\$1,087	\$1,014	\$942	\$900	\$889	\$879	\$868	\$859	\$851	\$842	\$834	\$54,835
Pinal County Library	\$1,624	\$1,565	\$1,460	\$1,355	\$1,295	\$1,280	\$1,265	\$1,250	\$1,236	\$1,224	\$1,212	\$1,200	\$78,916
CAVIT	\$837	\$807	\$753	\$699	\$668	\$660	\$652	\$644	\$637	\$631	\$625	\$618	\$40,679
Pinal County Total	\$110,292	\$106,261	\$99,146	\$92,031	\$87,960	\$86,933	\$85,905	\$84,877	\$83,952	\$83,130	\$82,308	\$81,486	\$5,359,482
Florence USD #001 Primary	\$92,375	\$88,998	\$83,039	\$77,080	\$73,671	\$72,810	\$71,949	\$71,088	\$70,314	\$69,625	\$68,937	\$68,248	\$4,488,798
Florence USD #001 "B" Bonds	\$16,652	\$16,043	\$14,969	\$13,895	\$13,280	\$13,125	\$12,970	\$12,815	\$12,675	\$12,551	\$12,427	\$12,303	\$809,178
Florence USD #001 Override	\$10,730	\$10,338	\$9,646	\$8,954	\$8,558	\$8,458	\$8,358	\$8,258	\$8,168	\$8,088	\$8,008	\$7,928	\$521,418
School Districts	\$119,757	\$115,379	\$107,654	\$99,929	\$95,508	\$94,393	\$93,277	\$92,161	\$91,157	\$90,264	\$89,371	\$88,479	\$5,819,393
Town of Florence	\$18,721	\$18,037	\$16,829	\$15,622	\$14,931	\$14,756	\$14,582	\$14,407	\$14,250	\$14,111	\$13,971	\$13,832	\$909,735
Town of Florence	\$18,721	\$18,037	\$16,829	\$15,622	\$14,931	\$14,756	\$14,582	\$14,407	\$14,250	\$14,111	\$13,971	\$13,832	\$909,735
Florence Flood	\$35,077	\$33,795	\$31,532	\$29,269	\$27,975	\$27,648	\$27,321	\$26,994	\$26,700	\$26,438	\$26,177	\$25,916	\$1,704,513
State School Equalization	\$8,520	\$8,209	\$7,659	\$7,110	\$6,795	\$6,716	\$6,636	\$6,557	\$6,485	\$6,422	\$6,358	\$6,295	\$414,026
San Carlos Irrigation	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$32,072	\$1,170,621
Other Total	\$75,669	\$74,075	\$71,263	\$68,451	\$66,841	\$66,435	\$66,029	\$65,623	\$65,257	\$64,932	\$64,607	\$64,282	\$3,289,161
Grand Total	\$305,718	\$295,715	\$278,063	\$260,411	\$250,310	\$247,760	\$245,211	\$242,661	\$240,366	\$238,326	\$236,287	\$234,247	\$14,468,036
NOTES													
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3 Depreciation uses a 30 year straight line depreciation for purpose of this analysis as advised by the Arizona Department of Revenue.													
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5 The above analysis is based on currently available information and estimates from the assessor and each districts' respective budgets. The forecasts are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Changes in rates would alter the findings of this analysis.													
Source: Elliott D. Pollack & Company; IMPLAN; Arizona Department of Revenue; Arizona Tax Research Association; SunPower													



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: July 27, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Interim Town Manager SUBJECT: Intergovernmental Agreement with the City of Eloy.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to enter into an Intergovernmental Agreement (IGA) with the City of Eloy for magistrate services through June 30, 2016, in an amount not to exceed \$42,000.

BACKGROUND/DISCUSSION:

The Florence Municipal Court is a limited jurisdiction court and only has the following types of hearings: in-custody arraignments (held at jail), arraignments, pre-trial conferences, bench trials, jury trials, sentencing hearings, civil traffic hearings, order to show cause, reviews, and miscellaneous hearings such as restitution and motion hearings. The judge is needed to hear all of the hearings listed except civil traffic hearings. The Town currently has a field trainer, who is a Civil Traffic Hearing Officer and can conduct the civil traffic hearings at no charge. In the event that she is not available, the Senior Court Clerk is also a Civil Traffic Hearing Officer and can conduct those as well. Jury trials are held occasionally, upon request of defendant, and typically last no more than eight hours. Since January 1999, there have been five jury trials held.

Eloy IGA for Magistrate Services

The Town will receive the following services: 16 hours per week to cover bench and jury trials as well as handling prisoners on a daily basis. The Magistrate will also be available by phone to handle any questions or make any decisions or rulings.

Changes to Schedule

If the Council agrees to continue with an IGA for magistrate services, court will be moved to Fridays. Both the current prosecutor and public defender have agreed to these changes.

FINANCIAL IMPACT:

The fiscal impact of the IGA is \$42,000. The Town has budgeted \$46,700 in the professional services line item. This line item is also used for Judge Pro Tem costs that occur throughout the year. Staff is estimating additional savings in jail fees with five day a week service. Jail fees are calculated at \$194 for the first day and \$74 for each additional day. If a person were arrested on Thursday, the Town would incur fees of \$416 if they remained in jail until Monday.

STAFF RECOMMENDATION:

Staff recommends Council enter into a contract with the City of Eloy for magistrate services through June 30, 2016, in an amount not to exceed \$42,000.

ATTACHMENTS:

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT FOR MAGISTRATE COURT SERVICES

This Intergovernmental Agreement (“Agreement”) is entered into between the Town of Florence, an Arizona municipal corporation (“Florence”) and the City of Eloy, an Arizona municipal corporation (“Eloy”), for the purpose of providing a Eloy City Magistrate to perform part time Town Magistrate Court services for the Town of Florence.

WHEREAS, both parties are authorized by A.R.S. §§ 11-952 et. seq. to enter into this Agreement; and,

WHEREAS, Florence has determined that it would be more efficient and cost-effective to retain the services of a part-time Town Magistrate on a contract basis rather than hiring a Town employee as Magistrate; and,

WHEREAS, the Eloy City Magistrate has the experience, knowledge and ability to perform part-time Magistrate services to Florence without impacting the operations and efficiency of the Eloy Magistrate Court; and,

WHEREAS, it is economically advantageous for Eloy to contract with Florence for the Eloy City Magistrate to perform part time Town Magistrate Court services for the Town of Florence (collectively, the “Services”); and,

WHEREAS, Eloy is willing to provide part-time Magistrate Court services to Florence on a contract basis.

NOW, THEREFORE, BE IT RESOLVED in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Florence and Eloy hereby agree as follows:

1. Purpose. The purpose of this Agreement is for the City of Eloy to provide a trained and experienced City Magistrate to Florence for the Florence Magistrate Court.
2. Term of Agreement. This Agreement shall become effective after it has been (A) executed by both parties upon approval by Eloy City Council and Florence Town Council and (B) filed with the Pinal County Recorder (the “Effective Date”), and as of the earliest date upon which Services are provided, this Agreement shall remain in full force and effect until June 30, 2016 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for successive annual terms, (each a “Renewal Term”) if (A) it is deemed in the best interested of Eloy and Florence, and , (B) Florence and Eloy approve the additional year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Florence Town Mayor’s and Eloy City Mayor’s signatures thereon, which approval may be withheld by Florence or Eloy for any reason. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term”. Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect. The parties must agree upon a Renewal Term no later than thirty (30) days

prior to the end of the current term in order to provide Florence time to obtain other magistrate services. If the parties are unable to agree, this Agreement shall terminate at the end of the current Term.

3. Scope of Work. Eloy shall provide a fully trained and accredited City Magistrate who shall conduct the Florence Civil traffic calendar on Monday of each week and Arraignment/pre-trials and trials/jury trials on Friday of each week. Prisoners shall be seen daily as needed by the Eloy Magistrate. It is anticipated that the Eloy Magistrate shall spend up to 16 hours per week performing these services. It is further agreed that Eloy shall not provide any other court staff, court supplies or prosecutors to provide Magistrate services to Florence.
4. Compensation. For the first year of the Initial Term, Florence shall pay Eloy a flat fee of \$42,000.00 dollars. All employment compensation and benefits for the Eloy City Magistrate providing Magistrate services to Florence shall be paid by Eloy.
5. Changes in Compensation. By May 31 of each year of the Initial Term or any subsequent Renewal Term, Eloy may submit an amended fee proposal to Florence for the upcoming fiscal year, based upon any changes in projected operating expenses or other costs necessary to perform the Services for the upcoming year. If Eloy fails to timely notify Florence of the charge for Services for any upcoming fiscal year, the compensation amount shall be equal to the total amount due under the then-current term of this Agreement; provided, however, that Florence may elect to waive this requirement and approve the increase in compensation. Each amended fee proposal shall be reviewed for approval no later than ninety days prior to the then scheduled termination of this Agreement. If the parties are unable to agree upon the fee schedule, this Agreement shall terminate upon the expiration of the then current Initial Term or Renewal Term.
- 6.. Payments. For each year of each Term of the Agreement, Florence shall pay Eloy for the Services, in four equal quarterly installments and Florence shall pay such amounts in quarterly payments on or before October 20th, January 20th, April 20th, and July 20th of each year of each Term.
7. Equipment, Maintenance and Other Expenses. Florence shall (A) maintain at their expense the Magistrate Court, equipment, office supplies, court personnel and Town Prosecutorial staff that allows Eloy to provide the Services. If Eloy is unable to discharge its obligations under Section 3 of this Agreement as a result of Florence's failure to discharge its obligations under this Section.7., Eloy shall have no liability whatsoever.
- 8.. Termination. Any other provision to the contrary notwithstanding, this agreement may be terminated by either party giving the other party 60 days written notice of its intent to terminate. All fees must be paid within 30 days of termination.
9. Conflict of Interest. The Agreement can be cancelled by either party pursuant to the provisions of A.R.S. 38-511.
10. Indemnification and Mutual Defense. To the fullest extent permitted by law, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees (as "indemnitees") for, from, and against any and all claims, losses, damages, liabilities, costs, and expenses, but only to the extent such claims are caused by or

contributed to by the negligence, intentional misconduct, or omissions of the Indemnitor, its officers, employees, contractors, or elected or appointed officials. In the event of a claim by a third party against either party involving the other party in connection with performance under this Agreement, the parties shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense, costs and money damages.

11.. Applicable Law: Venue. This agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts of competent jurisdiction in Pinal County, Arizona.

12. Miscellaneous.

12.1 Notice. Any notice to be given by this Agreement shall be in writing and shall be deemed to have been duly given if (A) hand-delivered at this address set forth below or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below:

Town of Florence
Attn: Town Clerk
P.O. Box 2670
775 N. Main Street
Florence, AZ 85132

City of Eloy
Attn: City Manager
628 N. Main St.
Eloy, AZ 85131

12.2 Workers' Comp. Eloy shall be solely liable for payment of workers' compensation benefits for the purposes of this section. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this Agreement, is deemed to be an employee of both the party who is his or her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he or she is then working, as provided in A.R.S. §23-1022(D). Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

12.3 Mediation. If there is a dispute under this Agreement between the Parties which the Parties cannot resolve among themselves, and if the dispute does not involve a third party claim, the Parties agree that there shall be a 45-day moratorium on litigation or arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Parties shall request the presiding judge of the Pinal County Eloy Court to appoint an independent

mediator. The cost of any such mediation shall be divided equally among the Parties. The results of the mediation shall be nonbinding on the Parties.

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

City of Eloy, a political
Subdivision of the State of Arizona

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

By: _____
Joel Belloc
Mayor

By: _____
Tom J. Rankin
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Mary Myers
City Clerk

By: _____
Lisa Garcia
Town Clerk

APPROVED AS TO FORM:

By: _____
Stephen R. Cooper
Eloy City Attorney

By: _____
Clifford L. Mattice
Florence Town Attorney

EXHIBIT A

JOINT DEFENSE AND COMMON INTEREST AGREEMENT BETWEEN

Town of Florence

and

City of Eloy

THIS JOINT DEFENSE AND COMMON INTEREST AGREEMENT (the “**Agreement**”) is entered into by and among the undersigned (“**Parties**”), effective _____, 2015, who together share interests in the defense of claims. This agreement applies only to claims for which coverage is being provided under the “Arizona Municipal Risk Retention Pool Municipal General Liability Coverage Form” and involving litigation arising out of “The Intergovernmental Agreement for Magistrate Court Services”, effective August 1, 2015 (hereafter, “**Claims**”); provided that certain claims may be excluded due to disparate coverage between the parties as set forth on **Exhibit A**. The Parties to this Agreement wish to continue to pursue their separate but common interests in this matter and acknowledge the applicability of common interest doctrine to avoid any suggestion of waiver of the confidentiality of privileged communications or documents. The Parties hereby agree as follows:

1. Lead Attorney. The Arizona Municipal Risk Retention Pool, an Arizona nonprofit corporation (the “**Risk Pool**”) shall identify an attorney to represent the parties hereto to accomplish the shared defense of the Claims. The Lead Attorney shall have the authority to act with the objective of reaching a comprehensive resolution of the Claims, including the following: (i) contacting the persons or entities involved in the dispute; (ii) gathering relevant facts, information, and documents; (iii) ascertaining potential liabilities of the Parties; (iv) directing and coordinating joint defense strategies; (v) leading efforts to defend the Claims, including settlement, mediation, arbitration, or trial; and (vi) if settlement is reached, drafting settlement agreements and release agreements. The Lead Attorney shall have no role and may not have any involvement with the allocation among the Parties of any settlement amounts or judgments paid in connection with the Claims. The allocation of such amounts shall be accomplished either upon the mutual agreement of the Parties, or if such agreement cannot be reached, via binding arbitration. In connection with such negotiations and possible arbitration, each of the Parties shall be represented by separate counsel selected and paid by the Risk Pool.

2. Defense Materials. The Parties and their respective attorneys (collectively “**Counsel**”) have concluded that it is in each of their individual and mutual best interests in the defense of the Claims to share certain information related to that defense with some or all of Counsel and/or the Parties. These communications may be oral or written, and may include but are not limited to the disclosure of documents, factual and legal analyses, summaries, and memoranda; interview reports and reports of experts, consultants or investigators; joint meetings between counsel, the Parties, their representatives and employees; and any meetings with prospective witnesses or consulting experts or litigation support service providers in connection with the

litigation in person, by telephone or in any other form, and records or reports of such communications, all of which are included within the term “**Defense Materials**” used herein. However, nothing in this Agreement shall be construed to affect the separate and independent representation of each client by its respective Counsel or prevent disclosures allowed pursuant to Section 15 of this Agreement.

3. Common Interest. The Parties and their Counsel agree that all sharing and pooling of information pursuant to this Agreement will be done within the context of and in furtherance of the Parties’ common goal and effort in defending against the Claims.

4. Privileged Communications. Some or all of the Defense Materials are protected from disclosure to adverse or other persons or entities as a result of the attorney-client privilege, the work product doctrine, or other applicable privileges, protections or immunities, including (without limitation) A.R.S § 12-2234. It is the desire, intention, and mutual understanding of the Parties hereto (a) that the sharing of Defense Materials among one another is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney-client privilege, work product doctrine or other applicable privileges, protections or immunities; and (b) that all Defense Materials provided by a Party pursuant to this Agreement that are entitled to protection under the attorney-client privilege, the work product doctrine or other applicable privileges, protections or immunities, shall remain entitled to such protection under the common interest doctrine. The Parties hereby agree the Defense Materials may not be disclosed to persons other than those described in this Agreement without the written consent of the Party or Parties that generated the requested Defense Materials. The Parties also intend and understand that any disclosure of Defense Materials is for purposes of the common interest and joint defense pursuant to this Agreement and will not constitute a waiver of any available privilege, protection or immunity.

5. Sharing of Defense Materials. The Parties further agree that Defense Materials received from another Party to this Agreement will not be disclosed to anyone except (a) counsel, employees or officers of the Party who are responsible for the defense of the Claims on behalf of the Party; (b) Counsel of record for any Party to this Agreement; and (c) paralegals, support staff, or experts who are directly employed by or retained by and assisting in the defense of the Claims. All persons permitted access to Defense Materials (collectively, “**Authorized Persons**”) shall be specifically advised that the Defense Materials are privileged and subject to the terms of this Agreement. All materials that are exchanged pursuant to this Agreement shall be marked and identified as being provided with the following language: “Confidential and privileged communication produced pursuant to joint defense agreement.”

6. Limited Use of Defense Materials. Any shared Defense Materials are to be used by each person or Party receiving them solely in connection with the defense of the Claims. Neither the Defense Materials nor the information contained therein may be used by any person or Party receiving them for any other purpose whatsoever, except as provided in Section 15 of this Agreement.

7. Previously Exchanged Defense Materials. All Defense Materials pursuant to this litigation and exchanged between and among any of the undersigned counsel according to prior agreements or any previous joint defense agreement are now subject to this Agreement.

8. No Attorney-Client Relationship Established. Except for the relationship between the Lead Attorney and the Parties: (i) nothing in this Agreement shall be construed to create an attorney-client relationship; (ii) no attorney-client relationship is intended to be created (either expressed or implied) between an attorney and the client of any other attorney; and (iii) each Party represents and acknowledges that it is represented exclusively by its own attorney as identified herein, and such attorneys act as legal counsel and representative of and for the benefit of their respective clients only. Notwithstanding the foregoing, all Parties are obligated to maintain the confidentiality of information as specified in the Agreement.

9. Privilege Not Waived. The privileges and protections for the Defense Materials to which this Agreement is applicable may not be waived by any Party without the prior written consent of all the Parties; This obligation shall survive the termination of this Agreement. Any inadvertent or purposeful disclosure of Defense Materials exchanged pursuant to this Agreement that is made by a Party contrary to the terms of this Agreement shall not constitute a waiver of any privilege or protection.

10. Disclosure by Required by Law. If any Party is required by court order or rule of law to produce or reveal any confidential information, documents or privileged materials which are part of the Parties' efforts pursuant to this Agreement, reasonable notice shall be given to all Parties of this Agreement before responding to, or complying with, such order or rule of law, so that any Party may, at its own cost, have the opportunity to resist the production of such information by timely and appropriate process. In the event the Party from whom disclosure is sought has no objection to the disclosure, such Party shall nevertheless invoke this Agreement during the pendency of any action taken by the objecting Party and shall otherwise make reasonable efforts to prevent disclosure until the final resolution of the objection of the objecting Party.

11. Withdrawal. In the event that a Party determines that it no longer has a common interest in the defense of Claims, such Party shall withdraw from this Agreement. Each undersigned counsel has a duty to withdraw from the Agreement when, in good faith, he or she reasonably believes that a common interest no longer exists, in which case counsel shall give immediate written notice of such withdrawal to all the Parties. Notwithstanding a Party's withdrawal, this Agreement shall remain operative, enforceable, and in effect as to: (a) all other remaining Parties to this Agreement; and (b) all shared Defense Materials. Any Party may withdraw from this Agreement with no less than 30 day written notice to all of the other Parties. The terms of this Agreement shall survive withdrawal and bind the withdrawn party. Withdrawal will be solely on a prospective basis and any Defense Materials provided pursuant to this Agreement prior to such withdrawal shall continue to be governed by the terms of this Agreement. A Party who is dismissed or settles all pending Claims as to that Party will be deemed to have withdrawn from the Agreement in accordance with terms of Withdrawal established in this Agreement, and effective as of the date of the dismissal or settlement.

12. Conflict of Interest. Each Party knowingly and intelligently waives any conflict of interest or other objection that might otherwise be available based upon the sharing of information pursuant to this Agreement. Each Party knowingly and intelligently waives any conflict of interest or other objection that might otherwise be available against the Lead Attorney who may be provided, assigned, or appointed with the authority to act with the objective of reaching comprehensive resolution of the Claims.

13. Modification. The provisions of this Agreement may be modified only by written agreement of all affected Parties, and it shall be binding upon all successors and assigns of the Parties.

14. Additional parties. The Parties recognize that other counsel and their clients may be permitted to join this Agreement at a future time by signing a copy of this Agreement. Any such additions shall be made only with the permission of all then-current signatories to this Agreement.

15. Independent work product. Nothing in this Agreement shall limit the right of any Party to use or disclose any documents or information or work product that have been independently obtained or generated by such Party (i.e. they were not obtained or generated as part of the common defense efforts made pursuant to this Agreement), whether or not such documents, information or work product have been provided to any other Party pursuant to this Agreement.

16. Scope of Protection. This Agreement shall be interpreted so as to afford the broadest and greatest protection possible of Defense Materials from disclosure to third parties.

17. No Admission of Liability. Nothing in this Agreement is intended as, nor shall be construed or deemed to be, an admission of liability by any Party, or of the existence of facts upon which liability could be based.


18. Continuing Obligation. This Agreement shall continue in full force and effect notwithstanding any conclusion or resolution as to any Party of the Claims.

19. Venue. This Agreement shall be interpreted pursuant to the laws of the State of Arizona. Parties agree to be subject the jurisdiction of the courts of the State of Arizona.

20. Counterparts. This Agreement may be signed in counterparts. All executed counterparts shall comprise the entire Agreement. This Agreement may be executed by counsel for a Party. Each counsel signing this Agreement represents that he or she has been authorized by his or her client to execute this Agreement on behalf of the client.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

By:	_____	By:	_____
Counsel for:	_____	Counsel for:	_____
Dated:	_____	Dated:	_____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: July 27, 2015 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, Human Resources Director SUBJECT: Town Manager Recruitment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Staff recommends that the Mayor and Council authorize opening a recruitment for the position of Town Manager, and approve a timeline for the recruitment process.

BACKGROUND/DISCUSSION:

In 2012, the Mayor and Council considered two proposals to conduct the last Town Manager recruitment; one from the League of Arizona Cities & Towns and one from the Mercer Group, an executive recruitment firm. The proposed contract costs were \$8,000 and \$18,000 (plus reimbursable costs) respectively. The League was ultimately engaged to handle the recruitment for a negotiated (inclusive) fee of \$7,000. Staff proposes to manage this recruitment process in-house.

The two proposed timelines have been built from the anticipated start date backwards, with Plan A providing the most flexibility. Plan B compresses the process and will require a high degree of adherence to meet the proposed start date for the new Town Manager. Both schedules assume a hard closing date for applications (recommended by staff), but the Council could direct the position to be advertised with open-until-filled status, with the noted closing date becoming the first-review date. This would allow the Council to continue to receive and consider applications until the position is actually filled.

Finally, the Mayor and Council always have the option of delaying the process to some point in the future, and continuing with the Deputy Town Manager/Town Clerk acting as Interim Town Manager, or moving to bring in someone from outside the organization to fill that role through a contract with a firm such as Interim Public Management (we previously used this firm to fill our Police Chief position on an interim basis).

FINANCIAL IMPACT:

The financial impact of this recruitment includes advertising costs and the costs associated with travel expenses for those candidates invited to interview. The advertising costs will be paid from the Human Resources budget; we will work with the Finance Department to determine the most appropriate budget line item to bear the candidate travel costs.

STAFF RECOMMENDATION:

Staff recommends Council authorize the Town's Human Resources Department to begin recruiting for the position of Town Manager, and approve either the "A" or "B" version of the recruitment timeline.

ATTACHMENT:

Timeframe A

Timeframe B

Town of Florence Town Manager Recruitment Timeline “A”*

July 27	Review spec w/Council; approve start of recruitment
July 29	Open recruitment; place notices/ads
September 7	Last day to apply
September 14	Screen applications w/Council
September 21	Notify finalists; set up interviews
Week of October 5	Hold interviews
Week of October 12	Do background work on finalist
October 21	Make formal offer
November 16	Start date

*Timeline based on projected start date of November 16th based on 4-month severance pay calculation from Council action on July 13th.

Town of Florence Town Manager Recruitment Timeline B*

July 27	Review spec w/Council; approve start of recruitment
July 29	Open recruitment; place notices/ads
August 21	Last day to apply
August 24	Screen applications w/Council
August 25	Notify finalists; set up interviews
Week of August 31	Hold interviews
Week of September 7	Do background work on finalist
September 11	Make formal offer
October 1	Start date

*Timeline based on projected start date of October 1st justified by upcoming election-related issues, but understanding the impact of the 4-month severance pay calculation from Council action on July 13th.